



America's Seaplane City™

**AGENDA
TAVARES CITY COUNCIL**

**March 2, 2016
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 agenda 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. INVOCATION

Pastor Brooks Braswell, First Baptist Church of Umatilla

II. CALL TO ORDER

Mayor Wolfe

III. APPROVAL OF AGENDA

Mayor Wolfe

IV. APPROVAL OF MINUTES

Tab 1) Approval of Minutes for February 17, 2016

Mayor Wolfe

V. PROCLAMATIONS/PRESENTATIONS

**Tab 2) Presentation to Andrea Vineyard, Lake County Teacher
Of the Year**

Mayor Wolfe

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

**VII. READING OF ALL ORDINANCES/RESOLUTIONS
INTO THE RECORD**

Nancy Barnett

VIII. CONSENT AGENDA

**Tab 3) Request to Transfer Funds from Solid Waste Reserves
For Emergency Truck Repair**

Chris Thompson

Tab 4) Request to Amend Interlocal Agreement with Lake County relating to Contribution of Funds for Construction of Woodlea Sports Complex to Extend Time for Completion of Project Tammy Rogers

IX. ORDINANCES/RESOLUTIONS – PUBLIC HEARING

(All Ordinances under First Reading are not discussed, unless otherwise noted, until the Second Reading)

First Reading
Second Reading

RESOLUTIONS

Tab 5) Resolution #2016-06 - Approval of RFP and Contract Documents For Capital Financing Loan Lori Houghton

X. GENERAL GOVERNMENT

Tab 6) Update on Public Outreach Program for Reconstruction of Ruby Street Brad Hayes

Tab 7) Appointment of Planning & Zoning Board Member Mayor Wolfe

Tab 8) Lake County Library Impact Fee Grant Application For Design, Engineering & Permitting of the Library Expansion Project Tammy Rogers

Tab 9) Proposal from DMC for Design/Engineering/Construction Management for Pavilion Storage Facility Tammy Rogers

Tab 10) Amendment to State Revolving Loan Agreement for CRA Stormwater Project SW 350940 Lori Houghton

Tab 11) Authorization for Florida Department of Transportation To Build Retention Pond at the Tavares Nature Park Tammy Rogers

Tab 12) Request to Create a Bulk Rental Rate at Woodlea Sports Complex For the Ballfields Tammy Rogers

Tab 13) Broad Budget Priorities Fiscal Year 2016-2017 John Drury

XI. OLD BUSINESS

XII. NEW BUSINESS

XIII. AUDIENCE TO BE HEARD

XIV. REPORTS

Tab 14) City Administrator

John Drury

Tab 15) Council Reports

City Councilmembers

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

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

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**CITY COUNCIL REGULAR MEETING
MINUTES
February 17, 2016
4:00 P.M.
TAVARES CITY HALL COUNCIL CHAMBERS**

COUNCILMEMBERS PRESENT

**Robert Wolfe, Mayor
Lori Pfister, Vice Mayor
Bob Grenier, Councilmember
Lisa Johnson, Councilmember
Kirby Smith, Councilmember**

ABSENT

STAFF PRESENT

**John Drury, City Administrator
Robert Q. Williams, City Attorney
Nancy A. Barnett, City Clerk
Bob Tweedie, Economic Development Director
Brad Hayes, Utility Director
Lori Houghton, Finance Director
Lori Tucker, Human Resources Director
Tammey Rogers, Community Services Director
Richard Keith, Fire Department
Jacques Skutt, Director of Community Development
Stoney Lubins, Police Chief**

I. INVOCATION

Tom Cavanaugh, First Baptist Church of Mt. Dora

Tom Cavanaugh gave the invocation and led those present in the Pledge Of Allegiance

II. CALL TO ORDER

Mayor Wolfe

Mayor Wolfe welcomed those present to the meeting. He asked those who wished to speak to fill out a Request Form and give to the City Clerk.

III. APPROVAL OF AGENDA

Mayor Wolfe

MOTION

Kirby Smith moved to approve the agenda, seconded by Bob Grenier. The motion Carried unanimously 5-0.

IV. APPROVAL OF MINUTES

Tab 1) Approval of Minutes for February 2, 2016

Mayor Wolfe

MOTION

Bob Grenier moved to approve the minutes of February 2, 2016, seconded by Lori Pfister. The motion carried unanimously 5-0.

V. PROCLAMATIONS/PRESENTATIONS

Tab 2) Tavares Chamber of Commerce Update

Bob Tweedie

Janet Noack, President, gave an update on the Chamber. She said the Applications for Executive Director are still being reviewed and they hope to announce the new Executive Director at the next Chamber Update. She said Amanda Kelly, Membership Director, will be contacting City Councilmembers in the near future to ascertain whether they want to volunteer to assist on Saturdays at the Chamber from 10:00 to 2:00 p.m.

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

VII. READING OF ALL ORDINANCES/RESOLUTIONS INTO THE RECORD

Nancy Barnett

VIII. CONSENT AGENDA

**Tab 3) Air Boss Agreement for Planes, Trains & BBQ & Seaplane
Fly In Event**

Bob Tweedie

MOTION

Lori Pfister moved to approve the Consent Agenda [Air Boss Agreement], seconded by Bob Grenier. The motion carried unanimously 5-0.

IX. ORDINANCES/RESOLUTIONS – PUBLIC HEARING

(All Ordinances under First Reading are not discussed, unless otherwise noted, until the Second Reading)

First Reading

Second Reading

**Tab 4) Ordinance #2016-03 – Rezoning of 10.95 Acres between
Disston & Dora Avenue, South of Lake Dora –
Residential to Mixed Use**

Jacques Skutt

Mr. Skutt presented the agenda summary for this rezoning. He said the existing homes on the south side of Lake Dora Drive, if the zoning were to be approved, would still be allowed as a

permitted use in a Mixed Use zoning. He said a Bed and Breakfast establishment is allowed in a Mixed Use District however there are a number of restrictions. If someone desired to upgrade the Duncan house from a Bed and Breakfast to a use like a boutique hotel that would require an amendment to the permitted land uses and would require public hearings at the Planning and Zoning Board and City Council. He said rezoning the properties not only supplies a needed buffer and transition to the downtown but also provides an opportunity to redevelop or repurpose the properties with low intensity commercial uses that compliment and support the growing downtown.

Mr. Skutt stated the Planning & Zoning Board voted unanimously to recommend denial on the rezoning but they also wanted to communicate to the City Council that they are in support of preserving the Duncan house. Staff recommends approval of this ordinance.

Councilmember Smith stated he would be abstaining from voting due to a conflict as he owns property on the eastern end of the properties that are subject to the rezoning (confirmed by the City Attorney).

Audience Members – Request to Speak

Attorney Tim Hoban, 2752 Dora Avenue, said he is assisting Donna Jackson who lives at 728 Lake Dora Drive. He said Ms. Jackson and every neighbor she has spoken to oppose both the rezoning and the Comprehensive Plan change. He asked for clarification that two separate votes will be required. Attorney Williams confirmed that each ordinance would require a vote.

Mayor Wolfe said both ordinances could be addressed together in addition to the separate vote requirement.

Attorney Hoban said the neighbors believe Lake Dora Drive is the nicest street in all Tavares. He said the train tracks form a physical barrier between the houses on the water and the zoning to the north of the train tracks. He stated bed and breakfast is an allowed use in both residential, single family and mixed use, so it would make no difference whether the Duncan house is residential or mixed use. He said it makes a huge difference to every house on the street to be forcibly rezoned to Mixed Use as opposed to residential. He discussed various uses allowed in Mixed Use. He asked that Council revise the bed and breakfast ordinance so the Duncan house can be successful and an asset to the community.

Kevin Burkholder – 423 St. Clair Abrams Avenue

Mr. Burkholder said he is a licensed contractor and home inspector. Mr. Burkholder spoke on behalf of the preservation of the Duncan house. He said he was asked to look at the house for repairs recently. He said the cost of repairs to that house today are more than double what they were 10 years ago. He discussed the repairs that needed to be done and expressed concern about the status of the house.

Kay Ward Hauserman – 504 Dora Drive

Ms. Hauserman thanked the City Council for meeting with the residents. She said she has lived in her home for 60 years and grew up in Tavares. She said it has been a quiet and friendly neighborhood and the park has always acted as a buffer or transitional area from the business

district. She said as landowners the community appreciates what it has and does not want to lose it. She said discussed the original ordinance from 20 years ago that allowed the house to be used as a bed and breakfast which had worked well. She said the present owners (who never lived there) ran it as a "Lake Reception". She said this created a problem within the neighborhood thus a land use violation followed. She said this will affect her family as they live just east of the Duncan house but they have no problem with it continuing to be a true bed and breakfast. She said she and her husband oppose the rezoning.

Pike Hamlin – 107 and 111 S. Disston Avenue

Mr. Hamlin said the two houses he owns are between the pavilion and the Duncan house. He questioned the need for a transition zone. He said he disagreed that the house could not be salvaged effectively. He said he thought it was feasible for it to continue to be a single family home and he also did not see an issue with it continuing to be a bed and breakfast. He said when the neighbors were canvassed they had agreed to the bed and breakfast use but did not approve outdoor parties, loud speakers, rock bands, etc. He said there was also a parking issue at the house previously and there continues to be with the pavilion. He said the guidelines for what will be allowed in Mixed Use is unclear.

William Chapogas – 32928 Lakeshore Drive

Mr. Chapogas said he has lived in the area for 12 years. He said Tavares is probably the nicest place to live in Florida. He said he has watched the Duncan house go from a vacant house to an operational bed and breakfast and back to a vacant house again. He said whatever the city can do to make it a viable house and a diamond for Tavares would be worthwhile.

Edd Holder – 11312 Dead River Road

Mr. Holder said as one of the informal volunteer economic development consultants, he believed that the Duncan house will give the City another resource for bringing high value jobs and exposure to the city. He said the Mixed Use zoning would not preclude it continuing to be a single family home.

Tom Grizzard – 1300 Citizens Blvd, Leesburg

Mr. Grizzard said he is a long time realtor in Lake County and was present to support the residents on Lake Dora, specifically Donna Jackson, the widow of the late Father Terry Jackson, who bought their property in the 70's and built their house in anticipation of retirement. He said the renovation of the Duncan house can be done by only rezoning the three properties: the Duncan house and the other two properties adjacent to the park. He asked Attorney Williams to comment on what could be done with the ordinance. Mr. Williams said the ordinance could be amended to go to a less intense zoning. Mr. Grizzard encouraged Council to consider that as a solution.

Greg Believeau – LPG – 1162 Camp Avenue, Mt. Dora

Mr. Believeau said he was present on behalf of Mrs. Jackson to help defeat this request. He said one angle is to consider that currently the zoning is single family with beautiful single family homes. Changing it to Mixed Use could accelerate the demise of a neighborhood which affects the

adjacent properties. He asked that Council address the issue of the Duncan house as that could be an asset for the City of Tavares.

Gail Heneghan – 512 Lake Dora Drive

Ms. Heneghan said she is three doors from the Duncan house. She mentioned the many people who walk and bike and enjoy their neighborhood. She said it is a wonderful gateway for Tavares and asked that it not be changed.

Brenda Smith – 1250 Smith Avenue

Ms. Smith stated she represents the Historical Society of Tavares. She said they would love to see the Duncan house be preserved as it is the historical house in Tavares. She said on the opposite end of the property is another older building that has been in the city for a long time. It used to be a cabinet shop and then a machine shop. She said that business was in the community without causing a lot of problems and is next to two older homes. She said the Duncan house will be very expensive to renovate and to maintain. She asked for the City to do whatever it can to preserve the Duncan house and to think about the history of Tavares.

Bonnie Venn – 700 Lake Dora Drive

Ms. Venn said there are enough places that are not developed yet in the downtown. She said they did not want to see their neighborhood change.

Tom Heneghan – 512 Lake Dora Drive

Mr. Heneghan said Tavares is business friendly, however sometimes what is good for the city may not be so good for the citizens, and this is one of those occasions. He asked that the ordinance be turned down.

Gerald Venn – 700 Lake Dora Drive

Mr. Venn said they have been residents for 15 years and love Tavares and plan to be here long term. He said they wish to keep the area residential. He said he supports the current buffer and he did not think there had been many complaints with regard to the buffer so there should not be a need to expand the buffer. He congratulated the City's management team as it has come a long way toward becoming the best small city in central Florida to live in.

Don Disher – 524 Lake Dora Drive

Mr. Disher stated he had moved to Tavares four years ago from a retirement home in Naples. He said it was significant that he chose Tavares over Naples. He said he hopes to transfer his property to his daughter one day and this will be his retirement home. He asked for Council to oppose the rezoning.

Mary Ann Wilder – 616 Lake Dora Drive

Ms. Wilder expressed her enjoyment of living on her property and the surrounding environment.

She said she would like to see it stay as it is.

Donna Jackson – 728 Lake Dora Drive

Ms. Jackson expressed her appreciation to Council for considering the issues presented by the residents. She said the people who have spoken today are devoted Tavares citizens and are one of the city's greatest advocates. She said if this ordinance passes the city will lose one of its most beautiful and desirable residential assets.

Mark Zinkiewicz – 30936 Fair Vista Drive

Mr. Zinkiewicz thanked the Council for allowing the residents to speak. He said on the north side of the railroad tracks there is industrial and commercial and is Mixed Use currently. He said he had heard a lot about their neighbors being in agreement. He said his interest is in preserving the two historic buildings on the National Register: one is the Courthouse and one is the Duncan House. He said he has a serious interest in renovating the Duncan House to be a B&B or a boutique hotel. He said he runs an Inn in Maine with Ms. Graham and they understand what it takes to operate a B&B. He said under the current zoning and regulations, it cannot survive as a B&B. He said he believes that whoever ends up with the Duncan House will be held to a higher standard and will follow all the rules and regulations. He said he hoped that they are given the opportunity, however he said he believes so strongly about the property being an asset to the city that they will do whatever is needed to ensure that the property stays vital in the community.

Don Wilder – 616 Lake Dora Drive

Mr. Wilder discussed his family's history living on Lake Dora Drive. He said the residents do not want to see any changes.

Jim Danbom – 608 Lake Dora Drive

Mr. Danbom stated they had moved to Tavares from Marco Island for a quieter community. He said they enjoy the property, the train, the seaplanes, the city park, etc. and asked that it not be taken away from them.

Heather Graham – 30936 Fairvista Drive

Ms. Graham said the Duncan House is a historic treasure to the city and whoever comes in will be taking on a large time consuming and expensive process. She said there are only six rooms in the Duncan House and the amount of overhead to purchase it and restore it, and to furnish and open it as a business cannot be supported by six rooms. She said in order for them to consider the project, they have to be able to think outside the box which will be to consider other uses. She said she understands the neighbor's concerns with previous events. She said if they take on the project they will be doing it for the purpose of saving the building and turning it into something for the city to be proud of instead of a building that is fall into disrepair. She said they would look at upscale events like ladies teas, wine tastings, and bridal showers.

Ms. Graham added she believed that staff had been considering the bigger picture when they developed the ordinance for the whole area in order to provide an option to the residents to protect

their home value since Mixed Use is already across the street. She said they would take on the project wanting to be a good neighbor.

Council Discussion

Mayor Wolfe stated that he was not for rezoning the property all way to Dora Avenue. He said he was in favor of rezoning the three properties up to the Duncan House. He said he had heard no one express that they did not want the Duncan House to be restored. He said he would like to consider other stipulations that could be put on the Duncan House property and what would affect the neighbors. He discussed the option of having music that would not be a distraction to the neighborhood. He said he would not want his own street to be rezoned even though it is close to commercial.

Councilmember Grenier noted that there is a lot of agreement on the issues one of which is the preservation of the Duncan House. He said the building needs to be economically vital in order to survive and needs to be operated by a Tavarean. He said he loves the ideas proposed by Ms. Graham as they represent business functions associated with the pavilion. He said he is in agreement with the Mayor regarding rezoning a smaller area. He said he will fight to save the Duncan House as a historic treasure. He expressed support for Ms. Graham and her plans for the house.

Councilmember Johnson thanked the residents and Ms. Graham and her team for inviting her to see the house and consider both sides of the issue. She said the home is gorgeous and she wants to see it saved. She said she agrees with the residents and does not want to take the rezoning all the way down Lake Dora.

Vice Mayor Pfister said she does not want the street to be rezoned from residential. She said the Master Plan does not include this rezoning and the city tries to follow the Master Plan. She said the residents she spoke to are in favor of it being a bed and breakfast. She said she has a problem with regulating the type of music as that is a personal preference. She recognized that the potential property owners have said it cannot survive as just a bed and breakfast. She said if the first three properties are rezoned it still may affect the adjacent residential properties. In terms of the historical aspect, she stated that everything has its life and when a property is renovated it is never the same as it was. She said there are other properties in the city that are just as old as the Duncan House that may also hold personal significance for other residents and the city cannot dictate who buys the property.

MOTION

Lori Pfister moved to deny Ordinance #2016-03. The motion failed for lack of a second.

Councilmember Grenier asked the City Attorney if he made a motion to rezone to Mixed Use just the three properties (Hamlin's properties on Disston and the Duncan House), could Councilmember Smith now vote.

Attorney Williams stated it would be a motion to amend the ordinance and it could be limited in scope and if that passed and it is on the floor, Councilmember Smith would no longer have a conflict because of the location of his property.

Mayor Wolfe asked if the city could set a decibel level for the music. Attorney Williams said at this time Council could limit the scope of the rezoning area but could not put additional conditions in the motion. He said Council could change its noise ordinance or the B&B ordinance at a subsequent time but could not add that condition today to the mixed use zoning.

Attorney Williams said the B&B ordinance is fairly restrictive because it could be done city wide.

MOTION

Councilmember Grenier moved to amend Ordinance #2016-03 to just rezone the three properties to Mixed Use and not the remainder of the block.

Attorney Williams said he believed the properties being identified are the Duncan House properties and the two properties to the west. Mayor Wolfe said he believed the property addresses are 111 and 107 South Disston and 426 Lake Dora Drive.

Councilmember Grenier confirmed that was his intended motion—to amend Ordinance #2016-03 to rezone 111 and 107 South Disston and 426 Lake Dora Drive to Mixed Use. The motion was seconded by Lisa Johnson.

Councilmember Smith asked for clarification on the amendment and whether or not he could discuss it or vote. Attorney Williams stated he had reconsidered his opinion, and as Mr. Smith no longer has a special interest or private gain because of the smaller area, that he could vote on the amendment and the measure.

Vice Mayor Pfister spoke about her concern about the resident living next to the Duncan House and her property values. She said she is in support of rezoning the properties with some conditions.

Mr. Drury said if this motion passes and the three properties are rezoned, the B&B ordinance remains the same with the current restrictions. He said a new B&B ordinance would come back to Council for Mixed Use zonings that would have curfews and restrictions that were acceptable to Council with public input. He said in a month a new notice to all property owners will go out and it will state that Council is considering a new Mixed Use B&B ordinance.

Vice Mayor Pfister said if a new owner comes in they would be able to do what they want with the current Mixed Use.

Councilmember Smith spoke in support of history and the historical significance of the Duncan House. Councilmember Grenier spoke in support of the proposed rezoning as compromise to keep both the history and the residential zoning. Vice Mayor Pfister said if the ordinance passes she wished Ms. Graham and Mt. Zinkiewicz best of luck in the project as she supports their intentions.

Mayor Wolfe said he had promised Mr. Hoban he could speak again.

Attorney Williams stated this is a motion to amend and if it passes then the ordinance is amended and then the motion will have to be voted upon and Council may want to take public input on the

revised motion.

The motion carried 4-1 as follows:

Robert Wolfe	Yes
Lori Pfister	No
Lisa Johnson	Yes
Kirby Smith	Yes
Bob Grenier	Yes

Attorney Williams stated the revised motion is now the same zoning but limited to the three properties identified. He said Councilmember Smith can participate and vote he does not have a conflict.

MOTION

Kirby Smith moved to approve the amended Ordinance, seconded by Bob Grenier.

Mayor Wolfe invited public input.

Gail Henahan

Ms. H said she did not know why anything had to be decided today other than turning down the present motion and coming up with another motion. She said she did not know why it had to be Mixed Use and why the B&B could not be tweaked within residential in order to make the Duncan House viable and satisfy the residents. She said she would like the people living close to the Duncan House to be part of the planning.

Pike Hamlin

Mr. Hamlin said he is in agreement with his properties being rezoned but he is confused as what it means to just make them Mixed Use now. He said the issue in the past is the noise and for five years he received no support from the city in dealing with the noise. He reiterated that there is a parking problem. He asked how the noise ordinance would affect Mixed Use.

Chief Lubins confirmed that enforcing the noise ordinance will be determined by the officers arriving on the scene. He said there are a lot of factors in the ordinance to be considered; i.e. time of day, the event, etc.

Ms. Graham said when they first approached the city they had considered only amending the B&B ordinance. She said the problem is that if it is changed, it is across the board in the city. She said the Duncan House has almost two acres including the waterfront. She said there are things that the Duncan House can accommodate that not every residence would be able to accommodate. This is the reason the rezoning was proposed in order to accommodate the Duncan House.

Attorney Hoban

Attorney Hoban said every legal determination that Attorney Williams has made has been correct.

He said no one wants to have the Duncan House boarded up. He said if Council was to approve the motion on the table it would be good if Council were to direct staff to bring back to this Council within the next 30 to 45 days, a way to tweak the Mixed Ordinance that would address legitimate concerns of the many neighbors.

Mayor Wolfe said although it had not been worded that way he thought that was the intent. He asked Councilmember Smith if he wished to amend his motion.

Councilmember Smith said he did not wish to amend his motion, and that he was in agreement with approving the amended motion and noted there is a B&B Mixed Use ordinance that will need to be developed.

The motion carried unanimously 5-0.

Vice Mayor Pfister asked to direct staff to bring back an ordinance in a timely manner to address the rules and regulations. Mr. Drury said staff will bring back an ordinance within 30 days.

Mayor Wolfe asked about Tab 7 (Large Scale Comp Plan)

Mr. Skutt stated Tab 7 [Ordinance #2016-06] has become a Small Scale Comprehensive Plan Amendment which can be adopted without transmitting it to the State however this is the first time it has been read into the record so the adoption of the ordinance would need to go to the next Council Meeting.

At 5:55 p.m. Mayor Wolfe asked for a 5 minute recess.

At 6:05 p.m. Mayor Wolfe reconvened the meeting.

Tab 5) Ordinance #2016-05 – Annexation & Rezoning to Highway Commercial – 1.77 Acres – 29774 & 29814 State Road 19 Jacques Skutt

Mr. Skutt stated the property is currently zoned in the County as Urban Residential. The new Publix property is directly across the road. SR 19 is rapidly becoming a major commercial corridor for Tavares and it is staff's opinion that Highway Commercial (C2) is the most compatible designation for this property. At this time the applicant has no development plans for this property but desires to add to their commercial inventory of land. The Planning & Zoning Board recommended unanimously to recommend approval.

MOTION

Lori Pfister moved to approve Ordinance #2016-05, seconded by Bob Grenier. The motion carried unanimously 5-0.

Tab 6) Ordinance #2016-06 – Small Scale Future Land Use Amendment to City Commercial – 1.77 Acres – 29774 & 29814 State Road 19 Jacques Skutt

Mr. Skutt advised this is the corresponding Small Scale Future Land Use map amendment for the

same property. It is Urban Low Density currently in Lake County and the recommendation city designation is City Commercial. It is the only compatible designation to go with C2 zoning. The Planning & Zoning Board voted unanimously to recommend approval and staff recommends approval.

MOTION

Lori Pfister moved to approve Ordinance #2016-06, seconded by Bob Grenier. The motion carried unanimously 5-0.

Tab 7. TRANSMITTAL HEARING (Ordinance 2016-04 – first reading only; see Page 10)

RESOLUTIONS

Tab 8) Resolution #2016-05 ICMA 401 Money Purchase Plan (Non-FRS Eligible) Restatement **Lori Houghton**

Ms. Houghton said at the last Council Meeting there was a restatement of the Hartford Mass Mutual plan. The ICMA is another 401 plan that is for non-eligible FRS employees and needs to be restated. This is to bring the plan into compliance with all legislative action of the IRS.

MOTION

Lori Pfister moved to approve Resolution #2016-05, seconded by Bob Grenier. The motion carried unanimously 5-0.

X. GENERAL GOVERNMENT

Tab 9) Request to Rescind Bid Award to Iberia Bank and Award Bid to Hancock Bank for Capital Improvements Financing **Lori Houghton**

Ms. Houghton reported that at the December 16th meeting, City Council directed staff to issue an RFP for financing of capital items that are included in the FY 2016 budget. The bid was presented at the last meeting and Council awarded the bid to Iberia Bank. It was determined in going through and negotiations with Iberia, that the city had inadvertently opened the bank qualified bid instead of the nonbank qualified bid. She said staff is now asking Council to award the bid to Hancock Bank which has the same rate that Iberia had submitted. They have a few extra stipulations after consultation with the financial advisor, Mark Galvin, staff believes that those issues can be worked through and it will be beneficial to the city.

Mr. Drury asked if the City Attorney had reviewed the process. Attorney Williams said that is correct; that it was an inadvertent error. He discussed the issue of the city needing to have no more than \$10 million in debt during a given year in order for the loan to be "bank qualified." Staff had to go back to the bidders to ask if they wanted to keep their bid or change it based on this issue and some did change it and some did not. He said Council's action will rescind the verbal award to Iberia and then will award it to the most responsive best bidder which is Hancock Bank.

Mr. Drury also noted that the financial advisor Mark Galvin had also reviewed the process.

MOTION

Bob Grenier moved to approve the request to rescind the award to Iberia Bank for Capital Equipment and Capital Improvement Financing, and award the bid to Hancock Bank and direct staff to negotiate final terms, and to bring back a resolution and related loan documents for approval. The motion was seconded by Kirby Smith.

Councilmember Smith asked if the City had communicated with Iberia. Attorney Williams stated they understood and were in agreement.

The motion carried unanimously 5-0.

Tab 10) Award of Community Grants

Nancy Barnett

Ms. Barnett stated staff had advertised the grant program in January. The program has \$3500 in the line item this year for grants. Staff received six applications: Classic Race Boat Assoc.; Lake County Soccer Club; Lifestream Behavioral Center for the Open Door; Early Learning Coalition of Lake County; New Vision for Independence; and the Tavares Theater. She said the Finance Director, Community Services Direct, and City Clerk met to review the applications and recommend to Council that they award the grants to the Lake County Soccer Club; Lifestream Behavioral Center for the Open Door; Early Learning Coalition of Lake County; New Vision for Independence; and the Tavares Theater and roll over remaining funds to the next fiscal year or keep for the current fiscal year.

MOTION

Councilmember Smith said he liked the staff recommendation and noted that the Classic Raceboat Association is present but the city gives in kind services. He moved to approve the staff recommendation. The motion was seconded by Bob Grenier.

Mayor Wolfe said the city likes the Classic Race Boat event however he agreed with the motion.

The motion carried unanimously 5-0.

Geraldine Prusko, Club Treasurer of the Classic Raceboat Association said she had turned in a form to speak. Mayor Wolfe apologized for missing her request and allowed her to speak.

Ms. Prusko said the club's goal is to preserve the history of power boat racing in Florida through putting on the events to demonstrate how the old power boats used to race. She said they have enjoyed the support of the spectators. She said this year in March they are expecting over 80 boats to race that are coming from all over the U.S. and Canada and they are staying in the area. She said the registration does not cover all their expenses and they seek out sponsorships. She said if any money is made they donate the funds to charities. She said the Classic Race Boat Association was one of the first organizations to come to Wootton Park. She said the first year the volunteers were pulling out debris from the lake. She said they are grateful for the support of the city and staff support.

Councilmember Smith asked if the club would rather have the in kind services or the \$500.00. Ms. Prusko responded that they appreciate the in kind services.

Attorney Williams said Ms. Prusko had the right to speak and now after hearing Ms. Prusko, if Council wished to re-visit their vote on the matter they could, but otherwise they had satisfied the law regarding the right to speak.

Mayor Wolfe asked if any councilmember wished to change their mind regarding the grant award.

There was no motion made.

Tab 11) Freedom Boat Club Lease Amendment

Bob Tweedie

Mr. Tweedie asked Mr. Elia, Aviation Manager, to make the presentation. Mr. Elia stated that staff had been reviewing the waterfront agreements. They contacted Mr. Cronin, the General Manager for Freedom Boat Club about their operation as being one of the anchor tenants. He noted in the original agreement there was some conflict in the terms, they have now increased the lease fee, and the city worked with them to make a predictable path for how they can grow their operation. One of the clauses that are in all of the boat slip agreements, is that if the city were to go to any of the owners and ask them to remove their boat for a special event or for dock repairs, that they will agree to do that.

MOTION

Kirby Smith moved to approve the attached agreement for the amendment with Another Day in Paradise Boat Club [DBA as Freedom Boat Club of Tampa Bay], seconded by Lori Pfister. The motion carried unanimously 5-0.

Tab 12) Request for Proposals for Debt Financing for Public Safety Complex Lori Houghton

Ms. Houghton said this is a request for Council's permission to issue the RFP for bank qualified financing for a revenue note for a 15 year period. This will be for design, engineering, permitting, acquisition, installation, construction, and any other related costs for a public safety complex. The city will pledge the renewed infrastructure sales tax which revenue collections will be effective January 2018. She reviewed the past actions taken by Council, Lake County, and the referendum by the voters. Staff will work with the financial advisor and bond council to prepare this proposal to include 15 year financing, semiannual payments, and preference for a no payment penalty. The loan principal is estimated at \$12 million; the RFP will be issued for an approximate period of 45 days and the estimated time line will be to issue the RFP by March 1 and to bring a recommendation to City Council at the May 18th meeting, and the resolution and loan documents on June 2nd, with a loan closing soon after.

MOTION

Kirby Smith moved to direct the Finance Director to work with the City Financial Advisor to issue an RFP for infrastructures Sales Tax Revenue note for a term of 15 years for the design, engineering, permitting, acquisition, installation, construction, and related costs for

a Public Safety Complex in a principal amount not to exceed \$12,000,000 plus cost of issuance. The motion was seconded by Bob Grenier. The motion carried unanimously 5-0.

XI. OLD BUSINESS

XII. NEW BUSINESS

XIII. AUDIENCE TO BE HEARD

Betty Burleigh, 214 N. New Hampshire Ave

Ms. Burleigh said she wished to share an article from the front page of the Tavares Citizen on February 16, 1995. She said Councilmember Smith has worked for the telephone company for many years as a construction supervisor for five counties. She said before that he worked as an EMT. In 1995 he was the owner and coach of the All Star cheerleading academy on Fairview Road. She read from the article that described the team's numerous trophies and their competitions. Ms. Burleigh distributed a photo from the article.

Ms. Burleigh commented that she liked the new posters for the Black Tie Gala.

XIV. REPORTS

Tab 13) City Administrator

John Drury

Mr. Drury said at the next meeting he will be requesting Council's broad budget goals and there will be information in the agenda packet with prior year's goals. He said he will provide a report on the implementation of Council's broad budget goals during this fiscal year.

Mr. Drury said he had heard from the audience that Naples is a wonderful city but Tavares has a "beat" and he said tonight the city did not miss a beat and he commended Council.

Public Works Director

Mr. Thompson said the city with assistance from the Sheriff is cleaning up at Buzzard Beach and that will continue until Thursday.

Economic Development Director

Mr. Tweedie said staff and the consultants from AVCON have been working on the Seaplane Master Plan and the project is about 70% complete. He said on February 25th there will be a public input meeting at Council Chambers between 4:30 pm and 6:30 pm. He invited everyone present to attend.

Utilities Director

Mr. Hayes said Three Lakes Park has a new contractor and the project is moving quickly.

Fire Chief

Chief Keith said staff has met with GatorSketch Architect to begin working on the bid documents for the Public Safety Complex. He thanked Council for their affirmative votes on Tab #12 for the financing.

Community Services Director

Ms. Rogers noted this Saturday is the Black Tie event at the pavilion. Next Saturday is the Winter Carnival at the library from 1:00 to 3:00 which will include a snow machine. On March 5th is the opening day at Stover Ballfield.

Finance Director

Ms. Houghton said she and Ms. Barnett have been reviewing the Sunset View/Three Lakes assessment roll and it will be coming back to Council for approval when the project is completed.

Tab 14) Council Reports

Vice Mayor Pfister

Noted the next Council Meeting is March 16th which is St. Patrick's Eve.

Councilmember Grenier

- Thanked staff for moving forward on the Public Safety Complex
- Confirmed that the 4th of July is being held on a Monday this year
- Noted he did not see Rifles, Rails & History on the events list September 23-25
- Said he is looking forward to the Black Tie Gala event
- Said the architect of the Duncan House was Katherine Cotheal Budd who was the "Clara Adams/ Amelia Earhart" of women architects, born in 1860 and the first woman to be a member of the New York Architect Council. He said she is one of the reasons the house is on the National Register; the other reason is its colonial revival architecture.
- Stated that the release of his new book on Central Florida WW II veterans will be July 4th of which he is very proud.

Councilmember Johnson

Ms. Johnson expressed appreciation for the cleanup of the Tavares Square area and said she looked forward to its completion.

Councilmember Smith

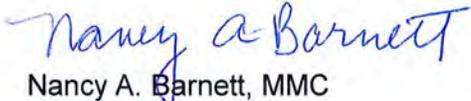
- Councilmember Smith discussed the recent African American festival that went very well.
- Said he hoped to be able to attend the ballfield opening before he serves at the Chamber visitor desk later that Saturday morning
- Said today is "Random Acts of Kindness Day"
- On this day in 1878 the first telephone exchange was opened in San Francisco with 18 phone lines. Today there are around 112 million phone lines in the U.S. and

- Approximately 112 billion phone lines around the world
- On this day Confederate Submarine Hunley sunk the Union Ship [USS Housatonic] in 1864

ADJOURNMENT

The meeting was adjourned at 6:45 p.m.

Respectfully submitted,



Nancy A. Barnett, MMC
City Clerk

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: March 2, 2016**

AGENDA TAB NO. 2

SUBJECT TITLE: Presentation to Andrea Vineyard, Lake County Teacher of the Year

OBJECTIVE:

The Mayor will make a presentation to Ms. Vineyard, Tavares High School Teacher and Lake County Teacher of the Year.

SUMMARY:

Andrew Vineyard is a ninth through 12th grade exceptional student education teacher at Tavares High School and was recently awarded the 2016 Lake County Teacher of the Year. In recognition of this achievement the Mayor will read a proclamation and recognize Ms. Vineyard.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

Legally sufficient.

News / Lake County News

Tavares High's Andrea Vineyard named Lake County's top teacher



Andrea Vineyard, finalist for Lake County Teacher of the Year. (Photo by Lori Carter/Correspondent)

FEBRUARY 22, 2016, 7:59 AM

Andrea Vineyard, a ninth- through-12th grade exceptional-student-education teacher at Tavares High School, on Saturday night was named **Lake County** Teacher of the Year.

Vineyard, who received the honor at a ceremony at Lake Receptions in Mount Dora, is the founder and sponsor of a club called Best Buddies that pairs mainstream students with her students.

She will receive a 2017 Hyundai Elantra for a period of three years, compliments of Don Jenkins, owner of Jenkins Auto Group.

The other finalists were Michael Geoffrion, a ninth- through-12th grade social studies teacher at Eustis High School, and Kristen Pautienus, an AVID (Advancement Via Individual Determination) teacher at Lake Minneola High.

Staff report

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: March 2, 2016**

AGENDA TAB NO. 3

SUBJECT TITLE: Transfer of Funds from Solid Waste Reserves

OBJECTIVE:

To seek Council's approval for transferring \$25,448.15 from the Solid Waste Reserves into account # 402-3401-534.64-11 (Equip-Vehicle Replacement) for emergency repairs to truck #617

SUMMARY:

Collection in the city's restrictive mobile home parks require a smaller, single axle, automated side-loader garbage truck to safely negotiate the tight turns and close surroundings. Vehicle #617 was used for this purpose until its replacement in FY 2014-2015. To ensure uninterrupted service to our customers, vehicle #617 has been maintained as a back-up vehicle. Due to the unexpected rapid deterioration of the body, this truck has been taken out of service. Fluids leaking from the collected garbage onto the roadway have the potential for serious health and safety concerns. A written quote has been received from Waste Equipment and Parts in the amount of \$25,448.15 for needed repairs (see attached Exhibit A). This company has been a part of our vehicle rehab program and has provided competitive pricing, quality service and reliable turn-around time.

OPTIONS:

- 1) Council to approve the transfer of \$25,448.15 from Solid Waste Reserves into account # 402-3401-534.64-11 (Equip-Vehicle Replacement) for emergency repairs to truck #617
- 2) Council to not approve the \$25,448.15 from Solid Waste Reserves into account # 402-3401-534.64-11 (Equip-Vehicle Replacement) for emergency repairs to truck #617

STAFF RECOMMENDATION:

- 1) Council to approve the transfer of \$25,448.15 from Solid Waste Reserves into account # 402-3401-534.64-11 (Equip-Vehicle Replacement) for emergency repairs to truck #617

FISCAL IMPACT:

Transfer of \$25,448.15 from Solid Waste Reserves. Sufficient reserve funding will remain as recommended by the Government Financial Officers' Association guideline.

Legal Sufficiency:

City Attorney Robert Q. Williams has reviewed this for legal sufficiency.

617 Rehab
FILE

Updated Quote

SALES QUOTE



SALES QUOTE #: SQ-02530

DATE: 02/15/2016

NET TERMS: NET 30

WEP OF TAMPA, LLC
 4902 SOUTH 16TH AVENUE, SUITE E
 TAMPA, FL 33619
 PHONE: (813) 241-1900
 FAX: (954) 532-7439

BILL TO: City of Tavares
 100 N. Disston Avenue

 Tavares, FL 32778-3322
 United States

SHIP TO: City of Tavares
 100 N. Disston Avenue
 Tavares, FL 32778-3322
 United States

Reference Number:

DUE DATE: 02/15/2016

SHIP VIA	MESSAGE

ITEM ID	ITEM NAME	QUANTITY	PRICE	EXTENDED PRICE
WEP-1180312	PIN, TRK, PVT 7000HE	2	\$48.18	\$96.36
WEP-1136653	PIN, LIFT CYL BASE/7000	1	\$37.65	\$37.65
WEP-1130975	PIN, REACH CYL. BASE END	1	\$36.89	\$36.89
WEP-1130976	PIN, REACH CYL ROD END	1	\$41.78	\$41.78
WEP-1130939	PIN, LIFT CYL, BASE END	1	\$46.51	\$46.51
WEP-0622014	BEARING, HEIL 7 GRABBER	1	\$53.15	\$53.15
WEP-93-2301	FRAME, LIFT-72" REACH	1	\$6671.77	\$6,671.77
WEP-3-4251-02	BEARING, JOURNAL	2	\$27.68	\$55.36
WEP022-3509	HEIL TAILGATE SEAL	1	\$72.40	\$72.40
WEP-3-4578	BEARING, BRONZE	4	\$199.17	\$796.68
WEP-234-0083	PLATE, BOTTOM FILLER	2	\$76.82	\$153.64
WEP-234-0084	PLATE, FRONT & BACK	2	\$29.63	\$59.26
WEP-64-2999	RETAINER, BAR SAEL HORIZONTAL	1	\$121.62	\$121.62
WEP-64-3226	GUIDE, PACKER	4	\$577.23	\$2,308.92
WEP-48-5059	PIN	2	\$45.38	\$90.76
WEP-SPECIAL	SPECIAL	2	\$145.20	\$290.40
PAINT	PAINT & PAINT SUPPLIES	1	\$6250.00	\$6,250.00
LABOR	LABOR	87	\$95.00	\$8,265.00
SUBTOTAL				\$25,448.15
Sales Tax				\$0.00
TOTAL				\$25,448.15

Remit all payments to:
WEP OF TAMPA, LLC
 4902 SOUTH 16TH AVENUE, SUITE E TAMPA, FL 33619
 PHONE: (813) 241-1900 FAX: (954) 532-7439
 THANK YOU FOR YOUR BUSINESS

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: March 2, 2016**

AGENDA TAB NO. 4

SUBJECT TITLE: Amendment of Interlocal Agreement with Lake County for Woodlea Sports Complex Improvements for Extension of Completion Date

OBJECTIVE: To approve an amendment which allows for an extension to the Interlocal Agreement between Lake County and the City of Tavares relating to contribution of funds for construction of Woodlea Sports Complex and to authorize staff to proceed with the contractor pursuant to approval of this amendment.

SUMMARY: On August 11, 2015, the Lake County Board of County Commissioners and the City of Tavares entered into an agreement to complete the next phase of the Woodlea Sports Complex construction project. This phase consisted of installing sports field lighting on the two newly constructed baseball fields. At its October 21, 2015 regular meeting, City Council voted to grant the contract to Musco Lighting and authorized staff to enter into an agreement for the construction of the sports field lighting.

Although it was anticipated that the project would be completed during the prescribed time of Lake County's March 31, 2016 funding deadline, construction plans and contract negotiations with Musco have slightly delayed the project. The project team is requesting an extension of the Lake County Interlocal Agreement until September 30, 2016 to account for any further unforeseen challenges and requesting to move forward immediately with construction on the lighting system.

OPTIONS:

- 1) Approve this amendment which allows for an extension to the Interlocal Agreement between Lake County and the City of Tavares relating to contribution of funds for construction of Woodlea Sports Complex and to authorize staff to proceed with the contractor pursuant to approval of this amendment.
- 2) Do not approve

STAFF RECOMMENDATION: To make a motion to approve this amendment which allows for an extension to the Interlocal Agreement between Lake County and the City of Tavares relating to contribution of funds for construction of Woodlea Sports Complex and to authorize staff to proceed with the contractor pursuant to approval of this amendment.

FISCAL IMPACT: n/a

LEGAL SUFFICIENCY: meets legal sufficiency

**AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN LAKE COUNTY AND
THE CITY OF TAVARES, FLORIDA
RELATING TO CONTRIBUTION OF FUNDS
FOR CONSTRUCTION OF WOODLEA SPORTS COMPLEX**

This is an Amendment to the Interlocal Agreement between Lake County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereafter the "COUNTY"), and the City of Tavares, Florida, a municipal corporation organized and existing under the laws of the State of Florida (hereafter the "CITY").

WITNESSETH:

WHEREAS, on August 11, 2015, the CITY and the COUNTY entered into an Interlocal Agreement relating to contribution of funds for improvements to the Woodlea Sports Complex located at 2770 Woodlea Road, Tavares, Florida ("Project"); and

WHEREAS, COUNTY agreed to reimburse CITY for the costs of improvements incurred for the Project in an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00); and

WHEREAS, the Agreement stated COUNTY shall only provide reimbursement for costs incurred by CITY on or before March 31, 2016; and

WHEREAS, CITY has requested an extension to complete construction of the project.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, conditions and payments contained herein, the parties agree as follows:

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

Section 2. Amendment. Section 3 of the Interlocal Agreement is amended to state as follows:

The CITY understands and agrees that COUNTY shall only provide reimbursement for costs incurred by CITY on or before September 30, 2016, for the purposes enumerated herein. In the event the improvements are not completed and the COUNTY has not provided the total reimbursement amount by September 30, 2016, the parties shall have the option to extend reimbursement funding for one (1) additional year. Provision of reimbursement for costs incurred beyond September 30, 2016 is a COUNTY prerogative and not a right of the CITY. Any extension of reimbursement funding shall be in writing and fully executed by the parties, with the same formality and of equal dignity herewith.

Section 3. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment on the respective dates under each signature: Lake County, Florida, through its Board of County Commissioners, signing by and through its Chairman, and City of Tavares, through its City Council, signing by and through its Mayor, authorized to execute same by Council action on the ____ day of _____, 2016.

COUNTY

ATTEST:

LAKE COUNTY, Florida through its
Board of County Commissioners

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

Sean M. Parks, Chairman

This ____ day of _____, 2016.

Approved as to form and legality:

Melanie Marsh
County Attorney

Amendment to Interlocal Agreement between Lake County and City of Tavares for Funding of Woodlea Sports Complex

CITY

ATTEST:

CITY OF TAVARES

Nancy A. Barnett, City Clerk

Robert Wolfe, Mayor

This ____ day of _____, 2016.

Approved as to form and legality:

Robert Q. Williams, City Attorney

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: March 2, 2016**

AGENDA TAB NO: 5

SUBJECT TITLE: Approve Resolution No. 2016-06 and authorize execution of loan documents for Capital Improvement Revenue Note, Series 2016 (Capital Purchases)

OBJECTIVE:

To seek Council's approval of Resolution No. 2016-06, and approve the execution of loan documents for Capital Improvement Revenue Note, Series 2016 for the Purchase of Various Capital Equipment.

SUMMARY:

On December 16, 2015, the City Council directed staff to issue an RFP for short-term financing to fund the purchases of capital items included in the FY2016 Adopted Budget identified for debt financing plus cost of issuance.

BUDGETED CAPITAL ITEMS FOR DEBT FINANCING		
Item	Department	Amount
Fire Truck	Fire	500,000.00
Battalion Chief Vehicle	Fire	50,000.00
City Hall Chiller	Gen Svcs	250,000.00
Caroline St. Streetscape	Comm Dev	450,000.00
City Hall Improvements	Gen Svcs	234,000.00
Cost of Issuance, etc.		16,000.00
		\$ 1,500,000.00

RFP Responses were due on January 18, 2016. As preparations had begun for the new Public Safety Complex financing banks responding to the bid were asked to provide a bid alternative for non-bank qualified financing. The City received five bid responses.

On February 17, 2016 the City Council awarded the bid for Capital Improvement Revenue Note to Hancock Bank at a rate of 2.15% for non-bank qualified financing.

Resolution No. 2016-06 provides authorization for the Capital Improvement Revenue Note, Series 2016. Salient Points for the Note are listed below:

- Note Rate – 2.15%
- Non Bank Qualified

- Covenant to Budget and Appropriate from non ad valorem revenues
- Anti-Dilution Test with coverage of 1.25%
- Bond Debt Service Fund required
- Term – 10 years – Maturity Date November 1, 2026
- Semi-annual loan payments: May 1st and November 1st commencing May 1, 2016.

The City's Bond Council, Mike Williams of Akerman LLP, has prepared Resolution 2016-06, and the loan documents. The Resolution and loan documents have been reviewed by the City's Financial Advisor, Mark Galvin of First Southwest/Hilltop Securities as well as the City's Finance Director and the City Attorney.

OPTIONS:

1. Move to Approve Resolution No. 2016-06, and authorize the execution of the Capital Improvement Revenue Note, Series 2016 with Hancock Bank in the amount of \$1,525,000 for a term of 10 years at a non-bank qualified annual interest rate of 2.15% for the purchase of capital equipment and capital improvements.
2. Do not approve.

STAFF RECOMMENDATION:

Option 1. **Move to Approve Resolution No. 2016-06**, and authorize the execution of the Capital Improvement Revenue Note, Series 2016 with Hancock Bank in the amount of \$1,525,000 for a term of 10 years at a non-bank qualified annual interest rate of 2.15% for the purchase of capital equipment and capital improvements including cost of issuance.

FISCAL IMPACT: This will be a CBA Lease/Loan Obligation (Covenant to Budget and Appropriate) requiring Lease Payments to be budgeted and appropriated for annually. Lease Payments for Fiscal Year 2016 have been appropriated and budgeted.

LEGAL SUFFICIENCY: Legally Sufficient.

RESOLUTION NO. 2016-06

A RESOLUTION OF THE CITY OF TAVARES, FLORIDA ACCEPTING THE PROPOSAL OF WHITNEY BANK d/b/a HANCOCK BANK TO PURCHASE THE CITY'S NOT TO EXCEED \$1,525,000 CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2016, TO FINANCE THE CITY'S COST OF ACQUIRING AND/OR CONSTRUCTING VARIOUS CAPITAL IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, A FIRE TRUCK AND BATTALION CHIEF VEHICLE, A CHILLER FOR CITY HALL, STREETSCAPE IMPROVEMENTS TO CAROLINE STREET AND IMPROVEMENTS TO CITY HALL; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH SAID BANK TO SECURE THE REPAYMENT OF THE 2016 NOTE; PROVIDING FOR THE PAYMENT OF THE 2016 NOTE FROM THE CITY'S COVENANT TO BUDGET AND APPROPRIATE NON AD VALOREM REVENUES, 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 2016 NOTE, AND THE SECURITY THEREFORE; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS IN CONNECTION WITH THE 2016 NOTE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 166, Florida Statutes, the Florida Constitution, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared:

(A) The City of Tavares, Florida (the "City") deems it necessary, desirable and in the best interests of the City that the City finance its costs of acquiring and/or constructing various capital improvements including, but not limited to, a fire truck and battalion chief vehicle, a chiller for City Hall, streetscape improvements to Caroline Street and improvements to City Hall (the "Project"), all as more particularly described in the Loan Agreement (as defined herein).

(B) Pursuant to Section 2(b), Article VIII of the State Constitution, and Section 166.021, Florida Statutes, municipalities have the governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law. The issuance of the 2016 Note (hereinafter defined) and the execution and delivery of the Loan Agreement for the purposes of financing the cost of the Project is not prohibited by law.

(C) The City staff in connection with its Financial Advisor, Hilltop Securities, Inc. ("Hilltop"), have reviewed the proposal of Whitney Bank d/b/a Hancock Bank (the "Bank") regarding a loan in an amount of not to exceed \$1,525,000 as provided in the 2016 Note (the "Loan") to the City, the proceeds of which will be applied to finance costs of the Project and to pay costs of issuing the 2016 Note.

(D) The Loan will be secured by the Pledged Revenues (as defined in the Loan Agreement) as provided in the Loan Agreement pursuant to which the City will issue its Capital Improvement Revenue Note, Series 2016 (the "2016 Note") to secure the repayment of the Loan.

(E) The City is advised by Hilltop that due to the present volatility of the market for municipal debt, it is in the best interest of the City to issue the 2016 Note pursuant to the Loan Agreement by negotiated sale, allowing the City to issue the 2016 Note at the most advantageous time, rather than a specified advertised future date, thereby allowing the City to obtain the best possible price, interest rate and other terms for the 2016 Note and, accordingly, the City Council of the City hereby finds and determines that it is in the best financial interest of the City that a negotiated sale of the 2016 Note to the Bank be authorized.

SECTION 3. AUTHORIZATION OF FINANCING OF PROJECT. The City hereby authorizes the financing of the Project as more particularly described in the Loan Agreement.

SECTION 4. ACCEPTANCE OF BANK PROPOSAL. Based on a recommendation from the City's selection team, the City hereby accepts the revised proposal of the Bank dated January 26, 2016, which is attached hereto, to provide the City with the Loan.

SECTION 5. APPROVAL OF FORM OF AND AUTHORIZATION OF LOAN AGREEMENT AND 2016 NOTE AND EXECUTION OF LOAN AGREEMENT AND 2016 NOTE. The Loan and the repayment of the Loan as evidenced by the 2016 Note shall be pursuant to the terms and provisions of the Loan Agreement and the 2016 Note. The City hereby approves the Loan Agreement in substantially the form attached hereto as **Exhibit A** and the 2016 Note substantially in the form attached to the Loan Agreement and authorizes the Mayor or the Vice Mayor of the City (collectively, the "Mayor") and the City Clerk or any deputy or assistant City Clerk of the City (collectively, the "City Clerk") to execute and deliver on behalf of the City the Loan Agreement by and between the City and the Bank substantially in the form attached hereto as **Exhibit A** (the "Loan Agreement") and the 2016 Note in substantially the form attached to the Loan Agreement, with such changes, insertions and additions as they may approve, their execution thereof being conclusive evidence of such approval.

SECTION 6. PAYMENT OF DEBT SERVICE ON 2016 NOTE. Pursuant to the Loan Agreement, the 2016 Note will be secured by a City covenant to budget and appropriate Non-Ad Valorem Revenues (as defined in the Loan Agreement), all as more particularly described in the Loan Agreement.

SECTION 7. AUTHORIZATION OF OTHER DOCUMENTS TO EFFECT TRANSACTION. To the extent that other documents, certificates, opinions, or items are needed to effect any of the transactions referenced in this Resolution, the Loan Agreement or the 2016 Note and the security therefore, the Mayor, the City Clerk, the City Administrator, the Finance Director, the City Attorney and the City's Bond Counsel are hereby authorized to execute and deliver such documents, certificates, opinions, or other items and to take such other actions as are necessary for the full, punctual, and complete performance of the covenants, agreements, provisions, and other terms as are contained herein and in the documents included herein by reference.

SECTION 8. PAYING AGENT AND REGISTRAR. The City hereby accepts the duties to serve as registrar and paying agent for the 2016 Note.

SECTION 9. LIMITED OBLIGATION. The obligation of the City to repay amounts under the Loan Agreement and the 2016 Note are limited and special obligations, payable solely from the sources and in the manner set forth in the Loan Agreement and shall not be deemed a pledge of the faith and credit or taxing power of the City.

SECTION 10. EFFECT OF PARTIAL INVALIDITY. If any one or more provisions of this Resolution, the Loan Agreement or the 2016 Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not effect any other provision of this Resolution, the Loan Agreement or the 2016 Note, but this Resolution, the Loan Agreement and the 2016 Note shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The 2016 Note shall be issued and the Loan Agreement shall be executed and this Resolution is adopted with the intent that the laws of the State of Florida shall govern their construction.

SECTION 11. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 2nd day of March, 2016.

CITY OF TAVARES, FLORIDA

[SEAL]

By _____
Robert Wolfe
Mayor

ATTEST:

By _____
Nancy A. Barnett
City Clerk

Approved as to form:

By _____
Robert Q. Williams
City Attorney

EXHIBIT A
LOAN AGREEMENT

(See Attached)

LOAN AGREEMENT

Dated as of March ____, 2016

By and Between

**CITY OF TAVARES, FLORIDA
(the "City")**

and

**WHITNEY BANK d/b/a HANCOCK BANK
(the "Bank")**

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LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement"), made and entered into this ____ day of March, 2016, by and between **CITY OF TAVARES, FLORIDA** (the "City"), a municipal corporation of the State of Florida and its successors and assigns, and **WHITNEY BANK D/B/A HANCOCK BANK**, a Mississippi state banking corporation authorized to do business in Florida, and its successors and assigns (the "Bank").

WITNESSETH:

WHEREAS, capitalized terms used in these recitals and not otherwise defined shall have the meanings specified in Article I of this Agreement;

WHEREAS, the City, pursuant to the provisions of the Florida Constitution, Chapter 166, *Florida Statutes* and other applicable provisions of law (all of the foregoing, collectively, the "Act"), and Resolution No. 2016-06, duly adopted by the City on March 2, 2016, is authorized to borrow money, and more particularly issue the Note described below for the City's public purpose; and

WHEREAS, in response to a request for proposal by the City regarding an intended borrowing to finance the acquisition and/or construction of a fire truck, battalion chief vehicle, City Hall chiller, streetscaping improvements to Caroline Street and various improvements to City Hall (the "Project"), and related costs of issuance, the Bank submitted its proposal, dated January 26, 2016, as amended, to the City (the "Commitment"); and

WHEREAS, the City has accepted the Commitment and the Bank is willing to purchase the Note, but only upon the terms and conditions of this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITION OF TERMS

Section 1.01. Definitions. Capitalized terms used in this Agreement shall have the respective meanings assigned thereto and the following terms not otherwise defined shall have the respective meanings as follows unless the context clearly requires otherwise:

"Act" shall have the meaning assigned to that term in the recitals hereof.

"Agreement" shall mean this Loan Agreement and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Bank" shall mean Whitney Bank d/b/a Hancock Bank, a Mississippi state banking corporation and its successors and assigns.

"Bond Counsel" shall mean, Akerman LLP, or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of

interest on obligations issued by states and political subdivisions hired by the City to render an opinion on such matters with regard to the Note.

“Bond Service Requirement” shall mean, for any Fiscal Year, the amount of principal of or amortization installments and interest due on debt of the City for such Fiscal Year, except to the extent that any such Bond Service Requirement shall have been provided for out of debt proceeds.

“Business Day” shall mean any day other than a Saturday, a Sunday, or a day on which the office of the Bank at which payments on the Note are due is lawfully closed.

“City” shall mean the City of Tavares, Florida, a municipal corporation.

“City Administrator” shall mean the City Administrator of the City and such other person as may be duly authorized to act on his or her behalf.

“City Clerk” shall mean the City Clerk of the City and such other person as may be duly authorized to act on his or her behalf.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable rules and regulations promulgated thereunder.

“Debt Service” means principal and interest, and other debt-related costs, due in connection with the Note.

“Default Rate” shall mean six percent (6.0%) per annum provided such rate shall not exceed the highest rate of interest allowed by applicable law.

“Determination of Taxability” shall mean, with respect to the Note, any determination, decision or decree by the Commissioner or any District Director of the Internal Revenue Service, as such officers are identified by the Code, or any court of competent jurisdiction that the interest payable under the Note is includable in the gross income (as defined in Section 61 of the Code) of the Holder as a correspondence of any act or omission of the City.

“Event of Default” shall mean an Event of Default as defined in Section 5.01 of this Agreement.

“Final Maturity Date” shall mean the date on which all principal and all unpaid interest accrued on the Note shall be due and payable in full, which date shall be, if not sooner due to acceleration or prepayment, November 1, 2026.

“Fiscal Year” shall mean the 12-month period commencing October 1 of each year and ending on the succeeding September 30, or such other 12-month period as the City may designate as its “fiscal year” as permitted by law.

“Interest Payment Date” shall mean each May 1, and November 1, commencing May 1, 2016 until the Note has been paid in full.

“Loan” shall refer to an amount equal to the outstanding principal of the Note, together with unpaid interest which has accrued.

“Maximum Bond Service Requirement” shall mean, as of any particular date of calculation, the greatest amount of aggregate Bond Service Requirement for the then current or any future Fiscal Year, except that with respect to any debt for which amortization installments have been established, the amount of principal coming due on the final maturity date with respect to such debt shall be reduced by the aggregate principal amount of such debt that are to be redeemed from amortization installments which were to be made in, prior Fiscal Years.

“Non-Ad Valorem Revenues” shall mean all legally available funds of the City derived from any source whatsoever other than ad valorem taxation on real or personal property, which are legally available to make the payments due on the Note, but only after provision has been made by the City for the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City or which are legally mandated by applicable law.

“Note” shall mean the City of Tavares, Florida Capital Improvement Revenue Note, Series 2016 issued by the City under this Agreement and the Resolution.

“Note Rate” shall mean the rate of interest to be borne by the Note which shall be a fixed rate equal to 2.15% per annum calculated on the basis of a 360-day year of 12, 30-day months, subject to adjustment as provided in the Note.

“Noteholder” or “Holder” or any similar term shall mean the Bank as the holder of the Note and any subsequent registered holder of the Note.

“Pledged Revenues” shall mean Non-Ad Valorem Revenues of the City budgeted and appropriated in accordance with Section 4.03 hereof.

“Project” shall have the meaning set forth in the “Whereas” clauses to this Agreement.

“Resolution” shall mean Resolution No. 2016-06, duly adopted at a meeting of the City Council on March 2, 2016, which, among other things, authorized and confirmed the borrowing of the Loan and execution and delivery of this Agreement and the issuance of the Note.

Section 1.02. Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

Section 1.03. Titles and Headings. The titles and headings of the Articles and Sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Section 2.01. Representations and Warranties of City. The City represents and warrants to the Bank as follows:

(a) Existence. The City is a municipal corporation of the State of Florida, duly created and validly existing under the laws of the State of Florida, with full power to enter into this Agreement, to perform its obligations hereunder and to issue and deliver the Note to the Bank. The making, execution and performance of this Agreement on the part of the City and the issuance and delivery of the Note have been duly authorized by all necessary action on the part of the City and will not violate or conflict with the Act, or any agreement, indenture or other instrument by which the City or any of its properties is bound.

(b) Validity, Etc. This Agreement, the Note and the Resolution are valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) No Financial Material Adverse Change. No material adverse change in the financial condition of the City or the Pledged Revenues has occurred since the audited financial statements of the City for its year ended September 30, 2014 which audited financial statement were prepared in accordance with generally accepted accounting principles and present fairly the City's financial position as of such year end.

(d) Powers of City. The City has the legal power and authority to pledge the Pledged Revenues to the repayment of the Loan as described herein.

(e) Authorizations, etc. No authorization, consent, approval, license, exemption of or registration or filing with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, has been or will be necessary for the valid execution, delivery and performance by the City of this Agreement, the Note and the related documents, except such as have been obtained, given or accomplished.

Section 2.02. Covenants of the City. The City covenants as follows:

The City will furnish to the Bank or as costs to the Bank (i) within 270 days following the end of each Fiscal Year, a comprehensive annual financial report of the City for such Fiscal Year, which shall include a balance sheet and income statement as of the end of such Fiscal Year, and an audit report of an independent CPA and (ii) by November 15 of each year the current annual budget of the City and (iii) such other financial information as the Bank may reasonably request. Such documents may be provided to the Bank electronically.

Section 2.03. Representations and Warranties of Bank. The Bank represents and warrants to the City as follows:

The Bank (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of making the Loan and investing in the Note, (ii) has received and reviewed such financial information concerning the Non-Ad Valorem Revenues as it has needed in order to fairly evaluate the merits and risks of making the Loan and investing in the Note; and (iii) is purchasing the Note as an investment for its own account and not with a current view toward resale to the public.

ARTICLE III

THE NOTE

Section 3.01. Purpose and Use. On the date of this Agreement, the Bank shall make available to the City the Loan in the principal amount of [One Million Five Hundred Twenty-Five Thousand and No/100 Dollars (\$1,525,000.00)]. The proceeds available under the Note and this Agreement shall be used to solely finance the Project and to pay costs of issuing the Note.

Section 3.02. The Note. The Note shall be substantially in the form set forth as Exhibit A to this Agreement. The general terms of the Note shall be as follows:

(a) Amount of Note. The principal amount of the Note shall be [One Million Five Hundred Twenty-Five Thousand and No/100 Dollars (\$1,525,000.00)].

(b) Interest. The Note shall bear interest at the Note Rate. Interest on the Note shall be computed on the basis of a 360 day year of 12, 30 day months.

(c) Prepayments. The Note shall be subject to prepayment at the option of the City, in whole on any date and in part on any November 1, from any legally available monies at a prepayment price of 100% of the principal amount to be prepaid, plus accrued interest to the prepayment date as shall be specified by the City in a written notice delivered to the Noteholder not less than ten (10) days prior to the specified prepayment date. Any prepayment shall be applied first to accrued interest, then to other amounts owed the Holder, and finally to principal in inverse order of sinking fund payments and if paid in part in principal denominations of \$1,000 of integral multiples thereof.

Principal and interest on the Note is payable on each November 1 commencing November 1, 2016 as set forth in the Note.

Section 3.03. Adjustments to Note Rate. The Note Rate shall be subject to adjustment as hereinafter described and as provided in the Note.

In the event of a Determination of Taxability, the Note Rate shall be adjusted to cause the yield on the Note to equal what the yield on the Note would have been absent such Determination of Taxability (the "Taxable Rate") effective retroactively to the date on which such Determination of Taxability was made. Immediately upon a Determination of Taxability, the City agrees to pay to the Noteholder subject to such Determination of Taxability the Additional Amount (as defined herein). "Additional Amount" means (i) the difference between (a) interest on the Note for the period commencing on the date on which the interest on the Note (or portion thereof) loses its "tax-exempt" status and ending on the earlier of the date the Note

ceased to be outstanding or such adjustment is no longer applicable to the Note (the "Taxable Period") at a rate equal to the Taxable Rate and (b) the aggregate amount of interest payable on the Note for the Taxable Period under the provisions of the Note without considering the Determination of Taxability, plus (ii) any penalties and interest paid or payable by the Noteholder to the Internal Revenue Service by reason of such Determination of Taxability.

The Noteholder shall promptly notify the City in writing of any adjustments pursuant hereto. Such adjustments shall become effective as of the effective date of the event causing such adjustment. Adjustments pursuant hereto may be retroactive. The Noteholder shall certify to the City in writing the additional amount, if any, due to the Noteholder as a result of an adjustment pursuant hereto. Notwithstanding any provision hereto the contrary, in no event shall the interest rate on the Note exceed the maximum rate permitted by law.

Section 3.04. Conditions Precedent to Issuance of Note. Prior to or simultaneously with the delivery of the Note, there shall be filed with the Bank the following, each in form and substance reasonably acceptable to the Bank:

(a) an opinion of counsel to the City addressed to the Bank substantially to the effect that (i) the Resolution has been duly adopted and this Agreement and the Note has been duly authorized, executed and delivered by the City and each constitutes a valid, binding and enforceable agreement of the City in accordance with their respective terms, except to the extent that the enforceability of the rights and remedies set forth herein may be limited by bankruptcy, insolvency, financial emergency or other laws affecting creditors' rights generally or by usual equity principles; (ii) the City's execution, delivery and performance of this Agreement and execution and issuance of the Note are not subject to any authorization, consent, approval or review of any governmental body, public officer or regulatory authority not heretofore obtained or effected; (iii) the execution, issuance and delivery of the Note has been duly and validly authorized by the City, and the Note constitutes a valid and binding special obligation of the City enforceable in accordance with its terms; (iv) the City (A) is a municipal corporation duly organized and validly existing under the laws of the State of Florida, and (B) has power and authority to adopt the Resolution, to execute and deliver this Agreement, to execute and deliver the Note, and to consummate the transactions contemplated by such instruments; (v) the execution, delivery and performance of the Note and this Agreement, and compliance with the terms thereof and hereof, under the circumstances contemplated hereby, do not and will not in any material respect conflict with, or constitute on the part of the City a breach or default under, any indenture, mortgage, deed of trust, agreement or other instrument to which the City or to which its properties are subject or conflict with, violate or result in a breach of any existing law, administrative rule or regulation, judgment, court order or consent decree to which the City or its properties are subject; (vi) there is no claim, action, suit, proceeding, inquiry, investigation, litigation or other proceeding, at law or in equity, pending or, to the best of such counsel's knowledge, threatened in any court or other tribunal, state or federal (A) restraining or enjoining, or seeking to restrain or enjoin, the issuance, sale, execution or delivery of the Note, (B) in any way questioning or affecting the validity or enforceability of any provision of this Agreement, the Note, or the Resolution, (C) in any way questioning or affecting the validity of any of the proceedings or authority for the authorization, sale, execution or delivery of the Note, or of any provision made or authorized for the payment thereof, or (D) questioning or affecting the organization or existence of the City or the right of any of its officers to their respective offices;

(vii) the City has the legal power to acquire the Project and to pay associated costs of issuance, to grant a lien on the Pledged Revenues as described herein and in the Resolution; (viii) all conditions contained in the ordinances and resolutions of the City precedent to the issuance of the Note have been complied with; and (ix) all authorizations, approvals, consents, waivers or other orders of governmental authorities or agencies that are required in connection with the authorization, execution and delivery by the City of the Resolution, the Note and this Agreement and all other agreements or documents provided for or contemplated by this Agreement, and the execution, issuance, sale and delivery of the Note have been obtained and are in full force and effect and no additional or further approvals, consents, waivers or authorizations of any governmental or public agency or authority not already obtained or currently able to be obtained are required by law or by the City in the performance by the City of its obligations under the Note, this Agreement, the Resolution or the contracts and agreements provided for therein or contemplated thereby;

(b) an opinion of Bond Counsel addressed to the Bank (who may rely on opinion of legal counsel to the City), substantially to such effect that such counsel is of the opinion that: (i) this Agreement constitutes a valid and binding obligation of the City enforceable upon the City in accordance with its terms; (ii) the Note is a valid and binding special obligation of the City enforceable in accordance with its terms, payable solely from the sources provided for therein and in this Loan Agreement; (iii) assuming compliance by the City with certain covenants relating to requirements contained in the Code interest on the Note is excluded from gross income for purposes of federal income taxation; and (iv) the Note is exempt from registration under the Securities Act of 1993, as amended, and the Resolution and this Agreement are exempt from qualification under the Trust Indenture Act of 1939, as amended;

(c) a copy of a completed and executed Form 8038-G to be filed with the Internal Revenue Service by the City;

(d) the original executed Resolution, Note and Agreement; and

(e) sources and uses of Note proceeds statement prepared by the City's financial advisor;

(f) a certificate of the City addressed to the Bank to the effect that i) the City financial statements from the year ended September 30, 2014 were prepared in accordance with generally accepted accounting principles and present fairly the financial condition of the City as of their date; and ii) since the date of the information presented in the 2014 audit there has been no material adverse change in the financial condition of the City or the Pledged Revenues.

(g) such other documents as the Bank reasonably may request.

When the documents and items mentioned in clauses (a) through (g), inclusive, of this Section shall have been filed with the Bank, and when the Note shall have been executed as required by this Agreement, and all conditions of the Resolution have been met, the City shall deliver the Note to or upon the order of the Bank upon receipt of the purchase price therefor. Payment of the purchase price of the Note by the Bank shall be conclusive evidence that all conditions pursuant to the delivery of the Note have been met.

Section 3.05. Registration of Transfer; Assignment of Rights of Bank. The City shall keep at the office of the City Clerk in the City's records the registration of the Note and the registration of transfers of the Note as provided in this Agreement. The transfer of the Note may be registered only upon the books kept for the registration of the Note and registration of transfer thereof upon surrender thereof to the City together with an assignment duly executed by the Holder or its attorney or legal representative in the form of the assignment set forth on the form of the Note attached as Exhibit A to this Agreement; provided, however, that the Note may be transferred only in whole and not in part. In the case of any such registration of transfer, the City shall execute and deliver in exchange for the Note a new Note registered in the name of the transferee. In all cases in which the Note shall be transferred hereunder, the City shall execute and deliver at the earliest practicable time a new Note in accordance with the provisions of this Agreement. The City may make a charge for every such registration of transfer of a Note sufficient to reimburse it for any tax or other governmental charges required to be paid with respect to such registration of transfer, but no other charge shall be made for registering the transfer hereinabove granted. The Note shall be issued in fully registered form and shall be payable in any lawful coin or currency of the United States.

The registration of transfer of the Note on the registration books of the City shall be deemed to effect a transfer of the rights and obligations of the Bank under this Agreement to the transferee. Thereafter, such transferee shall be deemed to be the Bank under this Agreement and shall be bound by all provisions of this Agreement that are binding upon the Bank. The City and the transferor shall execute and record such instruments and take such other actions as the City and such transferee may reasonably request in order to confirm that such transferee has succeeded to the capacity of Bank under this Agreement and the Note.

The Holder of the Note is hereby granted power to transfer absolute title thereof by assignment thereof to a bona fide purchaser for value (present or antecedent) without notice of prior defenses or equities or claims of ownership enforceable against such Holder's assignor or any person in the chain of title and before the maturity of the Note; provided, however, that the Note may be transferred only in minimum principal amounts of \$100,000. Every prior Holder of the Note shall be deemed to have waived and renounced all of such Holder's equities or rights therein in favor of every such bona fide purchaser, and every such bona fide purchaser shall acquire absolute title thereto and to all rights represented thereby.

In the event any Note is mutilated, lost, stolen, or destroyed, the City shall execute a new Note of like date and denomination as that mutilated, lost, stolen or destroyed, provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the City, and in the case of any lost, stolen, or destroyed Note, there first shall be furnished to the City evidence of such loss, theft or destruction together with an indemnity satisfactory to it.

Section 3.06. Ownership of the Note. The person in whose name the Note is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the Note shall be made only to the Holder thereof or such Holder's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note, and interest thereon, to the extent of the sum or sums so paid.

Section 3.07. Use of Proceeds of Note Permitted Under Applicable Law. The City represents, warrants and covenants that the proceeds of the Note will be used solely as provided in Section 3.01 hereof and that such use is permitted by applicable law.

Section 3.08. Authentication. Until the Note shall have endorsed thereon a certificate of authentication substantially in the form set forth in Exhibit A, duly executed by the manual signature of the registrar as authenticating agent, it shall not be entitled to any benefit or security under this Agreement. The Note shall not be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the registrar, and such certificate of the registrar upon the Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Agreement.

ARTICLE IV

COVENANTS OF THE CITY

Section 4.01. Performance of Covenants. The City covenants that it will perform faithfully at all times its covenants, undertakings and agreements contained in this Agreement and the Note or in any proceedings of the City relating to the Loan.

Section 4.02. Payment of Note.

(a) The City does hereby irrevocably pledge the Pledged Revenues as security for the repayment of the Note.

(b) The Note will be a special obligation of the City secured solely by the Pledged Revenues and is payable from the Pledged Revenues as provided in Section 4.03 of this Agreement. The Note will not constitute a general debt, liability or obligation of the City or the State of Florida or any political subdivision thereof within the meaning of any constitutional or statutory limitation. Neither the faith and credit nor the taxing power of the City or of the State of Florida or any political subdivision thereof is pledged to the payment of the principal of or interest on the Note and the Noteholder shall never have the right to compel any exercise of any ad valorem taxing power of the City or of the State of Florida or any political subdivision thereof, directly or indirectly to enforce such payment. The Note shall not constitute a lien upon any property of the City except upon the Pledged Revenues.

Section 4.03. Covenant to Budget and Appropriate. Until the Note is paid or deemed paid pursuant to the provisions of this Agreement, subject to the next paragraph, the City covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from Non Ad-Valorem Revenues of the City in each Fiscal Year, amounts sufficient to pay principal of and interest on the Note and other costs and expenses due and payable to the Holder under this Agreement as the same shall become due. Such covenant and agreement on the part of the City to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. No lien upon or pledge of such Non-Ad Valorem

Revenues shall be in effect until such moneys are budgeted and appropriated. The City further acknowledges and agrees that the obligations of the City to include the amount of any deficiency in payments in each of its annual budgets and to pay such deficiencies from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Holder of the Note a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the City. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on notes and other debt instruments). Anything in this Agreement to the contrary notwithstanding, it is understood and agreed that all obligations of the City hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted and appropriated as provided for hereunder and nothing herein shall be deemed to pledge ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the City and no holder of the Note nor any other person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the City. Notwithstanding any provisions of this Agreement or the Note to the contrary, the City shall never be obligated to maintain or continue any of the activities of the City which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. Neither this Agreement nor the obligations of the City under the Resolution shall be construed as a pledge of or a lien on all or any Non-Ad Valorem Revenues of the City other than the Pledged Revenues, but shall be payable solely as provided herein and is subject in all respects to the provisions of Section 166.241, Florida Statutes, and is subject, further, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City.

There is hereby created and established the "City of Tavares, Florida Capital Improvement Revenue Note, Series 2016 Debt Service Fund," (the "Debt Service Fund") which fund shall be a trust fund held by the City finance director, which shall be held solely for the benefit of the Holder(s) as provided herein. The City shall deposit into or credit to the Debt Service Fund prior to the 25th day of each month commencing March, 2016 the sum which, together with the balance in said fund, shall equal the interest and principal on the Note accrued and unpaid and to accrue to the end of the then current calendar month. Moneys in the Debt Service Fund shall be used to pay interest and principal on the Note as and when the same become due, whether by redemption or otherwise, and for no other purpose. The City shall adjust the amount of the deposit into the Debt Service Fund not later than the month immediately preceding any Interest Payment Date so as to provide sufficient moneys in the Debt Service Fund to pay the principal and interest on the Note coming due on such Interest Payment Date. The money in the Debt Service Fund shall be continuously secured until such time as the Note is paid in full in the same manner as state and municipal deposits are authorized to be secured by the laws of the State of Florida

Section 4.04. Anti-Dilution. During such time as the Note is Outstanding, the City agrees and covenants with the Holder that for each Fiscal Year of the City, Total General Fund

Revenues plus Infrastructure Sales Tax Revenues plus transfers into the General Fund less ad valorem tax revenues and less special assessment revenues in the General Fund less the portion of the expenditures for public safety and essential services treated as expenses paid from other than ad valorem taxes and special assessments less the Maximum Bond Service Requirement on debt secured by a specific source of Non-Ad Valorem Revenues shall be equal to at least 125% of the Maximum Bond Service Requirement on the Note and any other debt of the City payable from the City's covenant to budget and appropriate Non-Ad Valorem Revenues. A schedule of this calculation using information contained in the City's 2014 audit is attached hereto as Exhibit B.

Section 4.05. Tax Covenant. The City covenants to the Holders of the Note that the City will not make any use of the proceeds of the Note at any time during the term of the Note which, if such use had been reasonably expected on the date the Note was issued, would have caused the Note to be an "arbitrage bond" within the meaning of the Code. The City further covenants comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to insure the exclusion of interest on the Note from the gross income of the Holders thereof for purposes of federal income taxation.

Section 4.06. Compliance with Laws and Regulations. The City shall maintain compliance with all federal, state and local laws and regulations regarding the acquisition, construction and maintenance of the Project.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Events of Default. Each of the following is hereby declared an "Event of Default:"

(a) payment of the principal of the Note shall not be made when the same shall become due and payable; or

(b) payment of any installment of interest on the Note shall not be made when the same shall become due and payable; or

(c) the City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Note or in this Agreement and such default shall continue for thirty (30) days after written notice shall have been given to the City by the Noteholder specifying such default and requiring the same to be remedied; provided, however, that if, in the reasonable judgment of the Noteholder, the City shall proceed to take such curative action which, if begun and prosecuted with due diligence, cannot be completed within a period of thirty (30) days, then such period shall be increased to such extent as shall be necessary, in the reasonable judgment of the Holder, to enable the City to diligently complete such curative action; or

(d) any representation or warranty of the City contained in this Agreement or in any certificate or other closing document executed and delivered by the City in connection with the

closing of the Loan shall prove to have been untrue in any material respect when executed and delivered, thereby adversely impairing the security for the Note; or

(e) any proceedings are instituted with the consent or acquiescence of the City, for the purpose of effecting a compromise between the City and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereinafter enacted; or

(f) the City admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors, declares a financial emergency or consents to the appointment of a receiver or trustee for itself or shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or

(g) the City is adjudged insolvent by a court of competent jurisdiction or is adjudged bankrupt on a petition of bankruptcy filed against the City, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the City, a receiver or trustee of the City or of the whole or any part of its property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 60 days from the date of entry thereof; or

(h) if, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the City or of the whole or any substantial part of its property and such custody or control shall not be terminated within 90 days from the date of assumption of such custody or control.

The City shall notify the Holders of an Event of Default within ten (10) Business Days of becoming aware of the Event of Default.

Section 5.02. Exercise of Remedies. Upon the occurrence and during the continuance of an Event of Default, the Note shall bear interest at the Default Rate and all payments made on the Note during any such period shall be applied first to interest and then to principal. Upon the occurrence and during the continuance of an Event of Default, the Noteholder may proceed to protect and enforce its rights under the laws of the State of Florida or under this Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Noteholder shall deem most effective to protect and enforce such rights. Without limiting the generality of the foregoing, the Noteholder shall have the right to bring a mandamus action to require the City to perform its obligations under this Agreement. Acceleration of the payments due on the Note shall not be a remedy hereunder unless any other debt secured by Non-Ad Valorem Revenues or a City covenant to budget Non-Ad Valorem Revenues is accelerated in which case acceleration of the payments due on the Note shall be available as a remedy hereunder. The City shall reimburse the Bank and its agents for all reasonable legal and collection costs to exercise its remedies or collect its payments in the case of an Event of Default. The Holder shall never have the right to

compel the exercise of the ad valorem taxing power of the City, or taxation on any form of any property therein to pay the Note or the interest thereon.

Section 5.03. Remedies Not Exclusive. No remedy herein conferred upon or reserved to a Noteholder is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

Section 5.04. Waivers, Etc. No delay or omission of a Noteholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by this Agreement to a Noteholder may be exercised from time to time and as often as may be deemed expedient.

A Noteholder may waive any default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Agreement or before the completion of the enforcement of any other remedy under this Agreement, but no such waiver shall be effective unless in writing and no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01. Covenants of City, Etc.; Successors. All of the covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time, and upon any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Section 6.02. Term of Agreement. This Agreement shall be in full force and effect from the date hereof until the Note and all other sums payable to the Holder hereunder have been paid in full.

Section 6.03. Amendments and Supplements. This Agreement may be amended or supplemented from time to time only by a writing duly executed by each of the City and the Noteholders.

Section 6.04. Notices. Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to or filed with the City or the Bank, shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when sent by certified mail, return receipt requested:

(a) As to the City:

City of Tavares, Florida
201 East Main Street
Tavares, FL 32778
Attention: City Administrator

With a copy to:

Robert Q. Williams, Esquire
Williams Smith & Summers PA
380 W. Alfred Street
Tavares, FL 32778

(b) As to the Bank:

Whitney Bank d/b/a Hancock Bank
113 Designer Circle
Dothan, Alabama 36303
Attention: Steven E. Cole

or at such other address as shall be furnished in writing by any such party to the other, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail.

Either party may, by notice sent to the other, designate a different or additional address to which notices under this Agreement are to be sent.

Section 6.05. Benefits Exclusive. Except as herein otherwise provided, nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the City and the Noteholder, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof, this Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the City and the Noteholder.

Section 6.06. Severability. In case any one or more of the provisions of this Agreement, any amendment or supplement hereto or of the Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, any amendment or supplement hereto or the Note, but this Agreement, any amendment or supplement hereto and the Note shall be construed and enforced at the time as if such illegal or invalid provisions had not been contained therein, nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof from time to time. In case any covenant, stipulation, obligation or agreement contained in the Note or in this Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation, or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent from time to time permitted by law.

Section 6.07. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Note or the date fixed for prepayment of the

Note shall be other than a Business Day, then payment of such interest or principal shall be made on the next succeeding day on which the Bank is open for business with the same force and effect as if paid on the date of maturity or the date fixed for prepayment, and no interest on any such principal amount shall accrue for the period after such date of maturity or such date fixed for prepayment.

Section 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 6.09. Applicable Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Florida.

Section 6.10. No Personal Liability. Notwithstanding anything to the contrary contained herein or in the Note, or in any other instrument or document executed by or on behalf of the City in connection herewith, no stipulation, covenant, agreement or obligation of any present or future member of the City Council, officer, employee or agent of the City, officer, employee or agent of a successor to the City, in any such person's individual capacity, and no such person, in his or her individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the principal of or interest on the Note or for any claim based thereon or on any such stipulation, covenant, agreement or obligation, against any such person, in his or her individual capacity, either directly or through the City or any successor to the City, under any rule or law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise and all such liability of any such person, in his or her individual capacity, is hereby expressly waived and released.

Section 6.11. Arbitration. IN THE EVENT ANY DISPUTE SHOULD ARISE UNDER THIS AGREEMENT OR ANY OTHER ASPECT OF THE TRANSACTION REFLECTED IN THIS AGREEMENT BETWEEN THE HOLDER AND THE CITY, WHETHER OR NOT SPECIFICALLY RELATING TO THIS AGREEMENT, SAID DISPUTE WILL BE RESOLVED THROUGH BINDING ARBITRATION IN LAKE COUNTY, FLORIDA, IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION.

Section 6.12. Incorporation by Reference. All of the terms and obligations of the Resolution and the Exhibit hereto are hereby incorporated herein by reference as if all of the foregoing were fully set forth in this Agreement. All recitals appearing at the beginning of this Agreement are hereby incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

[Signature Page for LOAN AGREEMENT
dated as of March ____, 2016 between
the City of Tavares, Florida and Whitney Bank d/b/a Hancock Bank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

CITY OF TAVARES, FLORIDA

[SEAL]

ATTEST:

By: _____
Mayor

City Clerk

**WHITNEY BANK D/B/A HANCOCK
BANK**

By: _____
Title: Senior Vice President

EXHIBIT A

FORM OF NOTE

**CITY OF TAVARES, FLORIDA
CAPITAL IMPROVEMENT REVENUE NOTE,
SERIES 2016**

<u>Principal Sum</u>	<u>Maturity Date</u>	<u>Note Rate</u>	<u>Date of Issuance</u>
[\$1,525,000]	November 1, 2026	2.15%	March __, 2016

The CITY OF TAVARES, FLORIDA (the "City"), for value received, hereby promises to pay, solely from the sources described in the within mentioned Agreement, to the order of WHITNEY BANK D/B/A HANCOCK BANK, a Mississippi state banking corporation, or its assigns (the "Holder"), the Principal Sum stated above as set forth on Schedule I hereto with all unpaid principal and interest due in on the above referenced Maturity Date, and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent date to which interest has been paid or provided for, or if no interest has been paid, from the Date of Issuance shown above, on May 1, and November 1 of each year, commencing on May 1, 2016, until payment of said principal sum has been made or provided for, at the Note Rate shown above calculated on the basis of a 360-day year of 12, 30-day months. Payments due hereunder shall be payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts, which payments shall be made to the Holder hereof by check mailed to the Holder at the address designated in writing by the Holder for purposes of payment or by bank wire or bank transfer as the Holder may specify in writing to the City or otherwise as the City and the Holder may agree.

The Note Rate may be adjusted in accordance with Sections 3.03 and 5.02 of that certain Loan Agreement by and between the Holder and the City, dated as of March __, 2016 (the "Agreement"). Such adjustments may be retroactive.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

This Note shall be subject to prepayment at the option of the City, in whole on any date and in part on any November 1, from any legally available monies at a prepayment price of 100% of the principal amount to be prepaid, plus accrued interest to the prepayment date as shall be specified by the City in a written notice delivered to the Noteholder not less than ten (10) days prior to the specified prepayment date. Any prepayment shall be applied first to accrued interest, then to other amounts owed the Holder, and finally to principal in inverse order of sinking fund payments and if paid in part in principal denominations of \$1,000 of integral multiples thereof.

Notice having been given as aforesaid, the principal amount shall become due and payable on the prepayment date stated in such notice, together with interest accrued and unpaid to the prepayment date on the principal amount; and the amount of principal and interest then due and payable shall be paid upon presentation and surrender of this Note to the office of the City. If, on the prepayment date, funds for the payment of the principal amount, together with interest to the prepayment date on such principal amount shall have been given to the Holder, as above provided, then from and after the prepayment date interest on the principal amount of this Note shall cease to accrue.

This Note is authorized to be issued in the outstanding aggregate principal amount equal to the Principal Sum under the authority of and in full compliance with the Constitution and statutes of the State of Florida, including, particularly, Chapter 166, Florida Statutes and other applicable provisions of law and the City's Resolution No. 16-06 duly adopted on March 2, 2016 (the "Resolution"), and is subject to all terms and conditions of the Agreement and the Resolution.

Notwithstanding any provision in this Note to the contrary, in no event shall the interest contracted for, charged or received in connection with this Note (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of nonsurious interest allowed under the State of Florida as presently in effect and to the extent an increase is allowable by such laws, but in no event shall any amount ever be paid or payable by the City greater than the amount contracted for herein. In the event the maturity of this Note is accelerated or prepaid in accordance with the provisions hereof, then such amounts that constitute payments of interest, together with any costs or considerations which constitute interest under the laws of the State of Florida, may never exceed an amount which would result in payment of interest at a rate in excess of that permitted by Section 215.84(3), Florida Statutes, as presently in effect and to the extent an increase is allowable by such laws; and excess interest, if any, shall be cancelled automatically as of the date of such acceleration or prepayment, or, if theretofore paid, shall be credited on the principal amount of this Note unpaid, but such crediting shall not cure or waive any default under the Agreement or the Resolution.

THIS NOTE, WHEN DELIVERED BY THE CITY PURSUANT TO THE TERMS OF THE AGREEMENT AND THE RESOLUTION, SHALL NOT BE OR CONSTITUTE AN INDEBTEDNESS OF THE CITY OR THE STATE OF FLORIDA, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATIONS OF INDEBTEDNESS, BUT SHALL BE PAYABLE SOLELY FROM THE PLEDGED REVENUES, AS PROVIDED IN THE AGREEMENT AND THE RESOLUTION. THE HOLDER SHALL NEVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE

AD VALOREM TAXING POWER OF THE CITY, OR TAXATION IN ANY FORM OF ANY PROPERTY THEREIN TO PAY THIS NOTE OR THE INTEREST THEREON.

Upon the occurrence of an Event of Default the principal of this Note may become or be declared due and payable before the Maturity Date in the manner, with the effect and subject to the conditions set forth in the Agreement and Resolution. The Holder shall also have such other remedies as described in the Agreement.

The City hereby waives presentment, demand, protest and notice of dishonor. This Note is governed and controlled by the Agreement and reference is hereby made thereto regarding interest rate adjustments, acceleration, and other matters.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

FORM OF CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Note is being delivered pursuant to the within mentioned Agreement.

CITY OF TAVARES, FLORIDA,
as Registrar

By: _____
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto _____ (please print or typewrite name, address and tax identification number of assignee) _____ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Name of Noteholder: _____

By: _____

SCHEDULE I

<u>DATE</u>	<u>PRINCIPAL</u>
November 1, 2016	\$ [To be Provided]
November 1, 2017	
November 1, 2018	
November 1, 2019	
November 1, 2020	
November 1, 2021	
November 1, 2022	
November 1, 2023	
November 1, 2024	
November 1, 2025	
November 1, 2026	

EXHIBIT B

CITY OF TAVARES - CBA Test for Hancock Note
22-Feb-16

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		2014 (Audited)
Total General Fund Revenues		9,607,420
Infrastructure Sales Tax Revenue		1,208,094
Transfers in (General Fund)		3,382,218
Total Governmental Revenues		14,197,732
Less Ad valorem Revenues		(3,707,649)
Less Fire Assessments Transfers		(1,352,374)
Non Ad Valorem Revenues		9,137,709
General Government		2,686,306
Public Safety		5,894,161
Total Essential Services		8,580,467
Less Ad Valorem		(3,707,649)
Less Fire Assessments		(1,352,374)
Essential Services Paid By Non Ad Valorem or Fire Assessments		3,520,444
Net Non Ad Valorem For Debt Service		5,617,265
Less Debt Secured by Specific Pledge (Max Annual Debt Svc)		MADS
Capital Improvement Revenue Refunding Note Series 2012 -Seaplane Base	(Utility Tax)	509,620
Infrastructure Sales - Series 2003	(Infrastructure Sales Tax)	627,446
Total		1,137,066
Non Ad Valorem Revenues Available for CB&A Debt after Specific Pledge debt		4,480,199
Outstanding Capital Improvement Revenue Note Series 2008	CBA	114,388
Outstanding Capital Improvement Revenue Note Series 2013	CBA	173,077
Outstanding Capital Improvement Revenue Note Series 2014	CBA	37,816
Proposed Note - Hancock Bank	CBA Estimated	176,493
		501,774
Required Coverage for CBA Debt after Specific Pledge Debt		1.25
Actual Coverage for CBA Debt after Specific Pledge Debt (Row 30 divided by Row 36)		8.93

NOTE 1 - Maximum Annual Debt Service Detail		
Outstanding Infrastructure Sales Tax Note		627,446.00
Outstanding Capital Improvement Revenue Refunding Note Series 2008	(Seaplane Base)	509,620.00
Outstanding Capital Improvement Revenue Note Series 2008	(Unpaved Roads)	114,388.20
Outstanding Capital Improvement Revenue Note Series 2013	(Pavillon)	173,077.00
Outstanding Capital Improvement Revenue Note Series 2014	(Police Vehicles)	37,816.00
Proposed Note - Hancock Bank	(Various Capital)	176,493.00
		1,011,394.20

NOTE 2 - Current Transfer Detail	
Transfers In from Water/Wastewater (Operating Transfers & Reimbursements)	1,164,782.00
Transfers In from Stormwater (Operating Transfers & Reimbursements)	194,462.00
Transfers in from Solid Waste (Operating Transfers & Reimbursements)	670,293.00
Transfers from TIF	0.00
Transfers from Seaplane Base	107.00
Transfers from Fire Assessments - CAFR - Pages 18, 25	1,352,574.00
	3,382,218.00

Note 3 - Ad valorem Detail	
Advalorem Revenue Total - see page 16 of CAFR	4,096,418.00
Less TIF Ad valorem revenue (fund 105) - see page 18 of CAFR	(124,582.00)
Less G.O. Bond dedicated ad valorem (fund 201) - see page 78 of CAFR	(264,187.00)
Net Ad valorem Revenue - As per CAFR Statement Page 18	3,707,649.00

Source Documentation -

Revenues - CAFR - FY2014 Pgs 18, 77
Ad valorem revenue - CAFR -FY2014 Pg 78

Test Calculation will use the latest available Audited Financial Statements.

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: March 2, 2016**

AGENDA TAB NO. 6

SUBJECT TITLE: Update on Public Outreach Program for Reconstruction of Ruby Street

OBJECTIVE:

To receive an update on the Public Outreach Program for the Reconstruction of Ruby Street and Stormwater Project

SUMMARY:

The Public Utilities will present an update on the public outreach program for the reconstruction of Ruby Street and plan for upcoming public meetings March 28th.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT: No impact

LEGAL SUFFICIENCY: Legally sufficient

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: March 2, 2016**

AGENDA TAB NO. 7

SUBJECT TITLE: Appointment to Planning & Zoning Board

OBJECTIVE:

The Mayor will make an appointment to the Planning & Zoning Board.

SUMMARY:

Howard Haynes recently resigned from the Planning & Zoning board. His term would have been up in 2016. The vacancy was advertised and one application was received from Loui Buigas which is attached.

OPTIONS:

The Mayor will make his appointment for Council's concurrence. The appointment will for the period 2016-2019.

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

Legally sufficient.



Americas Seaside City

Application for a Board/Committee Appointment

City of Tavares

Please Print: Buigas, Lou
 Last Name First Middle Initial

Telephone: 352 205 5992 Email: LouBuigas@aol.com

Cell Phone: 352 205-5992 Fax: _____

Present Address 119 N JOANNA AVE, TAVARES FL

Which Board/Committee Appointment are you seeking; (P&Z and Fire & Police Pension Board members must be a resident of Tavares.) (Please mark with a check.)

- Fire Pension Board
- Police Pension Board
- Planning and Zoning Board*
- Tavares Library Advisory Board
- Bicycle Pedestrian Committee of the Metropolitan Planning Organization – Tavares Representative
- Citizens Advisory Committee of the Metropolitan Planning Organization – Tavares Representative
- Lake Community Action Agency
- Lake County Cultural Affairs Council – Tavares Representative
- Lake County Library Advisory Board – Tavares Representative

***Planning and Zoning Board Applicants Only - please also complete the Planning & Zoning Board Applicant Questionnaire Attachment and attach to the application.**

Name(s) and Relationship of Relatives Working for the City: NONE

Have You Ever Been Convicted of or Pled Guilty or No Contest to any Felony Offense? Yes No

Education and Training: (Circle Last Level of Education Completed)

Elementary & High School College or University Graduate School

1 2 3 4 5 6 7 8 9 10 11 (12) 1 (2) 3 4 1 2 3 4

Are You Employed at Present? (Please Circle) YES NO

Name of Last or Present Employer: SELF EMPLOYED

Address: 706 W Main St Tavares FL 32778
Number and Address City State Zip

Date Hired: _____ Position: STATE OF FLORIDA Building Contractor
CBC 1256151

Brief Description of Responsibilities: _____
Building contractor for Resident + Comm. projects -

Have You Served on a City of Tavares Board or Committee? Represent City on Arts + Cultural Alliance

If You Answered Yes: When? Current 8/15 Where? Lake County Rep for Tavares
7/17

- Professional or Civic Memberships:
- 1) LEMA "BOD" 2) Lake Tech Adv. Board
 - 3) Historical Society "BOD" Tavares 4) Lake County Alliance Council
 - 5) Lake Business mg. adv. Board 6) Lake Leadership Class 2015

Please Answer the Following (Use Back of Page if Additional Space is Needed)

1) Why would you be a good candidate for this appointment? What experience, knowledge, or special skills do you have that would be helpful to this board?

I care and have a vested interest in the community.
I hold a state Building license (CBC 1256151)

2) What do you think should be the purpose of this board?

to maintain a balance between growth
& development rights & government regulations

References: Give Below, the Names of Three Persons Not Related to You, Whom You Have Known at Least One Year.

1) Andrew O'Keefe Canterbury Rd, Leesburg FL 8 YR
Name Address Business Years Known

2) Christopher Shipley Mt Dora, Fla 14 YR
Name Address Business Years Known

3) John Henschel 131 Coco Plum Rd South, Key Largo 25 YR
Name Address Business Years Known

Next of Kin: George Bugno 119 N JOANNA AVE, TAVARES FL WIFE
Name Address Relationship

In Case of Emergency, Please Notify:

George Bugno 119 N JOANNA AVE, TAVARES FL 352.205.5991
Name Address Telephone No.

I AUTHORIZE INVESTIGATION OF ALL STATEMENTS CONTAINED IN THIS APPLICATION. I UNDERSTAND THAT MISREPRESENTATION OR OMISSION OF FACTS CALLED FOR IS CAUSE FOR VOIDING THIS APPLICATION.

Applicants Signature *[Signature]* Date 2/10/16

This form is for completion by applicants, and is used to collect information for reporting purposes only.

In keeping with Florida Statutes Chapter 760.80(4) and to help us comply with reporting and legal requirements regarding minority representation on boards, commissions, councils and committees, please answer the questions below.

Law Burgos 2-6-16
Name Date of Application

Please select one of the following:

- An African American; that is a person having origins in any of the racial groups of the African Diaspora.
- A Hispanic American; that is, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.
- An Asian American; that is, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
- A Native American, that is, a person who has origins in any of the Indian Tribes of North America prior to 1835.
- An American woman.
- An American man.
- None of the above.

Do you qualify as physically disabled? Yes: No:

**Planning and Zoning Board
Applicant Questionnaire Attachment**

1) How do you balance property development rights with government development regulations?

Please See Attached

2) What is your overall philosophy on growth in the City and in Lake County?

Please See Attached

Response #1

Maintaining balance is a joint effort by all involved. Development rights and government regulations should work hand in hand for the over all good of the community. Common sense planning can allow for beneficial development without risking the lifestyle we all enjoy in Tavares and Lake County.

Response #2

Growth in Tavares and Lake County is vital in order to evolve into a viable, progressive economic community. Positive growth attracts new businesses which in turn will bring professionals that will want to call Lake County home. Positive development and economic growth benefits all of our citizens.

Lake Sentinel

Sunday, January 24, 2016

Citizens Boards/Planning & Zoning Board

**Miscellaneous
Legals**

**CITY OF TAVARES
CITIZEN BOARDS/COMMITTEES**

The City of Tavares is presently accepting applications for the following Board:

Planning & Zoning Board

The position is voluntary and appointed by the Mayor of the City of Tavares. Applications may be obtained by calling (352) 253-4546, between the hours of 8 a.m. and 5 pm Monday through Friday or by downloading the application from the city's web site at www.tavares.org

Applications should be submitted by Friday, February 12, 2016. For additional information please call Nancy Barnett, City Clerk, at 352-253-4546.

LAK3915135 1/24/2016

**AGENDA SUMMARY
TAVARES CITY COUNCIL
March 2, 2016**

AGENDA TAB NO. 8

SUBJECT TITLE: Library Impact Fee Application

OBJECTIVE: To authorize staff to apply for Library Impact Fees in the amount of \$234,045.00 that will fund the Design, Engineering, and Permitting (Phase 1) portion of the library expansion project.

SUMMARY: The City has recently completed a conceptual plan to expand the library. The first phase of this project includes the design, engineering and permitting portion of this project which will ultimately enable biddable documents to be produced for construction later (Phase 2).

OPTIONS:

1. Apply for Library Impact Fees
2. Do not apply for Library Impact Fees

STAFF RECOMMENDATION: Move to authorize staff to apply for Library Impact Fees in the amount of \$234,045.00 that will fund the Design, Engineering, and Permitting (Phase 1) portion of the library expansion project.

FISCAL IMPACT: n/a

LEGAL SUFFICIENCY: meets legal sufficiency

Appendix A

Lake County Library Impact Fees
PROJECT APPLICATION
Application Deadline: March 1, 2016

1. APPLICANT INFORMATION

A. LEGAL NAME OF APPLICANT (Government)

City of Tavares

B. APPLICANT ADDRESS

Street: 201 East Main Street PO Box if applicable: P.O. Box 1068

City: Tavares Zip Code: 32778

C. APPLICATION REQUIREMENTS (Both 1 and 2 are required)

1. X County library impact fee is assessed within municipality, or

___ municipality collects local library impact fee which is equal to or greater than county library impact fee, or

___ municipality collects local library impact fee which is less than county library impact fee and remits the difference between local and county impact fee to county.

2. X Municipality has a library which is a member of the Lake County Library System, or

___ is a newly created library which has submitted a letter of intent for the municipality's library to become a Member of the LCLS in accordance with LCC-7.

3. APPROVAL TO SUBMIT APPLICATION (By library governing body or City Administrator)

Signature

John H. Drury, City Administrator
Name and Title

2. LIBRARY INFORMATION

A. NAME OF LIBRARY City of Tavares Public Library

B. LIBRARY ADDRESS Current Future

Street: 314 N. New Hampshire Avenue City: Tavares Zip: 32778

3. PROJECT MANAGER (Library Director)

A. Name: Rosa M. Rosario Telephone: 352.742.6090

Fax _____ E-mail: rrosario@tavares.org

4. TYPE OF PROJECT

A. CONSTRUCTION

Design & Engineering New Building Expansion

B. COLLECTIONS

C. EQUIPMENT

Public Access Computers Number

Other

(describe) _____

5. THIS PROJECT IS INCLUDED IN: (Maximum of 5 points) (Mark all that apply)

Master Facilities Plan for Lake County Library System

City or County Capital Improvement Plan

Lake County Library System Long Range Plan of Service

Lake County Library System Annual Plan of Service

Other

(Describe) _____

6. COST OF TOTAL PROJECT (Estimated)

Budget Estimate	
Projected Cost of Construction Revised 2/18/16	
A. Building & Site Cost	\$2,108,927
Existing Library A/C & Duct and Carpet Replacement	\$ 243,052
Existing Library Telecom & Electrical Upgrades Allowance	\$ 60,000
B. Fixed Equipment n/a	\$ 0
C. Parking Improvements	\$ 88,669
D. Total Construction (A+B+C)	\$2,500,648
E. Demolition	\$ 0
F. Furnishings	\$ 246,314
Ga. Fees-Architect, MEP Eng. (7% of D)	\$ 175,045
Gb. Fees-Civil Eng. Fees, Geotech, Surveys, Landscape Arch.	\$ 59,000
H. Contingency (10% of D)	\$ 250,065
I. Administrative Costs (1% of D)	\$ 25,006
J. Projected Budget Total (D+E thru I)	\$3,256,079

7. AMOUNT REQUESTED (Maximum of 10 points)
 -- total of Ga and Gb

\$234,045.00

8. % OF PROJECT ELIGIBLE FOR IMPACT FEES

9. PRIMARY SOURCE OF IMPACT FEES: (Maximum of 10 points)

- Applicant contributes to countywide library impact fee fund (10 points)
 Applicant collects and retains impact fees locally (-10 points)

10. PROJECT HISTORY (Maximum of 5 points)

A. Is this a new project request:

Yes

No

Year of 1st Request 02/24/10

B. Has project previously received funding from library impact fees?

Yes No

If Yes, was the project request partially or fully funded?

Year/s 2010 Amount \$40,000.00

11. PROJECT NARRATIVE – (No more than 3 pages, Maximum of 30 points)

- a. Briefly describe project (0-5)
- b. Include justification for use of impact fees (0-5)
- c. Establish need for the project (0-5)
- d. Describe how the project will benefit the local community (0-5)
- e. Describe how the project will benefit county-wide library service (0-5)
- f. Provide an itemized cost estimate for equipment requests (0-5)

11a. Briefly describe the project:

The City of Tavares Public Library has reached capacity in a building expansion that was completed in 1998. The expected growth capacity at that time was 20 years. The expanded Library is at 18 years and has outgrown its available space. The Lake County Library System has grown from five member libraries in 1997 to 15 member and branch libraries in 2015. The population of Tavares has risen from 9,026 in 1997 to 13,951 in 2015, a 54.56% increase. Lake County population has risen from 210,527 to 297,047 based on US Census data from 2000 and 2010, an increase of 41.1%. As the 16th most populous county in Florida with 1.6% of Florida's population, this growth can be expected to continue.

The proposed new expansion will add 10,725 sq. ft. to more than double the existing Library which is currently 9,245 sq. ft. This expansion will provide for the current needs of the community and for future growth both in the city of Tavares and to all residents of Lake County beyond the next several decades.

11b. Include justification for use of impact fees:

Lake County Code-63, Library Application and Distribution Process, stated the following: "to provide a source of revenue to fund the construction or improvement of the county library system necessitated by growth as delineated in the capital improvement element of the comprehensive plan."

11c. Establish need for the project:

The Lake County Library System Facilities Plan 2005-2020 recommends "that the Tavares Library be expanded to 20,000 square feet by 2015 or earlier on the same site....A 2,000 square foot or larger community room should be included." Since the 1998 expansion there have been significant increases in library usage in major areas of library service. Also, this expansion was complete at the beginning of the

shift to increased technology and computerization. As a result, the present facility is far from being equipped to handle the needs and technological mobility of today's patrons. Between 1998 and 2015, the Tavares Library has seen a 191% increase in the total number of new card holders, a 107% increase in annual circulation of materials, a 527% increase in reference transactions, a 396% increase in the number of people coming into the Library, a 633% increase in items borrowed from other Lake County Library System libraries and a 345% increase in items loaned to other Lake County Library System libraries. 92% of the shelves in the Library are at $\frac{3}{4}$ full or more.

Most of the children's programming and all of the special event and summer reading programming is offered in the Tavares Civic Center or the TRA Room as the Library lacks a multi-purpose/community meeting room. The Library regularly receives requests from local, state and other government agencies as well as non-profit organizations, businesses and many other groups to utilize available meeting space within the library to conduct meetings, trainings, outreach and other programs for the community. Many of these requests must be turned down as the only available in-house space is two study rooms seating at most six persons and a conference room that will comfortably seat a maximum of 15.

This increased library use has brought a greater need for more books and other materials, public access computers and infrastructure such as electrical outlets, charging stations, etc. There is limited meeting space such that our larger events and programs cannot be held inside our own facility and the community does not have access to after-hours meeting spaces. The current library lacks a dedicated young adult/teen space. The middle school and high school students must share space with the elementary school children and toddlers. This puts severe restrictions on all children 18 and under. There are no quiet study rooms or computer/training lab spaces.

11d. Describe how the project will benefit the local community:

An expansion, doubling the size of the current Library, would provide, but not be limited to, the following:

- Additional space for Literacy and ESOL tutoring
- A dedicated space for young adults/teens
- Additional space for elementary school children and toddlers
- Space for computer classes, technology skills training and business incubator lab
- Additional study rooms
- A quiet zone for study and research
- A partitioned multi-purpose room available for large single events or two, smaller, simultaneous events
- Additional reading spaces both indoor and an outdoor patio/courtyard
- Outdoor patio/courtyard for additional social gathering and student after school overflow

Acquisition of new materials is restricted at present due to the 92% capacity in the shelving areas throughout the Library. The expansion would provide additional room for print and audio/video materials. The Large Print area and the Florida Collection, which are at capacity, would be expanded. The young adult/teen area, which is at capacity, would be moved and expanded.

With the addition of a multi-purpose community room, existing programming would be expanded and new programs established. The Library would no longer have to rely on the availability of the Tavares Civic Center or TRA Room. More programs for seniors, young adults/teens would be established and community requests for after-hours meeting space would be possible.

The expanded Library would maintain the current open concept floor plan for ease of traffic flow. It would continue the design of the existing library with the same natural light and visible green spaces.

11e. Describe how the project will benefit county-wide library services:

As the county seat, Tavares sees a wide range of Lake County citizens come into town for business, both government and non-government, on a daily basis. The City of Tavares Public Library should reflect the county seat image and be a state-of-the-art facility that provides multiple layers of service to everyone who walks through the doors whether a Lake County resident or a resident of any of our reciprocal counties. Expanding our circulating collection will allow for better service through the Lake County Library System's intra-library loan to member and branch libraries by providing quicker turnaround and smaller hold ratios.

A multi-purpose space for programs and events will allow the City of Tavares Public Library participation to a greater extent in Lake County Library System events such as the annual BookFest, MoneySmart Week, author book signings and other programs that our current lack of an in-house space cannot accommodate.

Additional study rooms will mean more Literacy and ESOL tutors and students can participate in the Lake County Library System Adult Literacy Program. With the addition of a computer lab the Library can become involved and participate in the wide variety of computer and technology classes offered by Lake County Library System. With the Judicial Center and Clerk of Court several blocks from the library, the lab will also allow staff to provide better eGovernment services for the attorneys and pro se patrons in need of court documents.

11f. Provide an itemized cost estimate for equipment requests:

The estimated cost for the City of Tavares Public Library expansion is \$3,256,079.00. The City of Tavares plans to implement this project in three phases. At this time, the Library is requesting funding for Phase 1 of the project. Phases 2 and 3 will follow in subsequent years.

Phase 1 includes the development of biddable construction documents, construction drawings and technical specifications, design, engineering and permitting. These fees are estimated at \$234,045.00.

- 12. **APPLICANT PRIORITY RANKING** (If requesting more than one project) _____
- 13. **INITIAL YEAR OF PARTICIPATION** 2003
- 14. **COMPLETED BY:** Rosa M. Rosario **DATE:** 2/16/2016

RETURN THIS FORM TO: DIVISION MANAGER
LAKE COUNTY LIBRARY SYSTEM
2401 Woodlea Road, Tavares, FL 32778

Staff Use Only

Project Rating _____ Project Ranking _____

Recommended Level of Funding

Approved Level of Funding

Comments

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: March 2, 2016**

AGENDA TAB NO. 9

SUBJECT TITLE: Approval of Proposal from DMC for Design, Engineering, Permitting, Bidding and Construction Management of the Pavilion on the Lake storage building

OBJECTIVE: To approve the proposal from Dredging and Marine Consultants (DMC) to provide Design, Engineering, Permitting, Bidding and Construction Management for the Pavilion on the Lake storage building that is scheduled to be built adjacent to the existing equipment gazebo.

SUMMARY: This proposal includes the necessary design and engineering, permitting preparation, and bidding and construction management that is necessary to advertise the construction for the competitive bidding process.

The engineering firm, DMC, is currently under a continuing services contract with the City of Tavares.

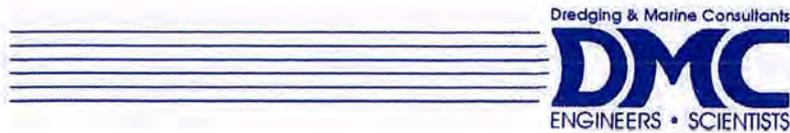
OPTIONS:

- 1) Approve the proposal
- 2) Do not approve

STAFF RECOMMENDATION: Make a motion to approve the proposal from Dredging and Marine Consultants (DMC) to provide design, engineering, permitting, bidding and construction management for the construction of a storage facility scheduled to be built adjacent to the existing equipment gazebo Park.

FISCAL IMPACT: \$8,500.00.00 – budgeted in F/Y2016

LEGAL SUFFICIENCY: meets sufficiency



February 23, 2016

Ms. Tamera Rogers
Community Services Director
City of Tavares
201 East Main Street
P.O. Box 1068
Tavares, FL 32778-1068

**RE: Services for Engineering, Design, Bidding and Construction Management
Pavilion by the Lake Storage Building Extension
Scope, Budget, and Schedule**

Dear Ms. Rogers:

Dredging & Marine Consultants, LLC (DMC) is pleased to submit this proposal for providing engineering, design, bidding and construction management services for the above referenced project.

Project Understanding

The purpose of this scope is to provide engineering and design services for the construction of a 20' x 20' storage extension on the gazebo structure housing the mechanical equipment for the Pavilion on the Lake facility. Based on the above understanding, we are pleased to offer the following services.

Engineering, Design, Bidding and Construction Management: This scope will provide complete services from design, to final construction management, to project close-out. Under this scope, DMC will design the 20' x 20' storage extension. The extension will be attached to the existing mechanical equipment gazebo, with a finished floor elevation the same as that of the existing building. The metal roof material and wooden siding of the storage extension will match the colors and style of the existing gazebo building. The building will include double doors with an access ramp to permit access to the storage extension with wheeled carts for folding tables and other Pavilion. The finished building will include necessary stub-outs and other equipment required to connect the building to electrical service for power and lighting; however, the City will be responsible for connecting the building to existing electrical service. The City will also provide all materials and units for the electrical connection, wall outlets and air conditioning unit with associated accessories.

Additionally, DMC will provide engineering services in support of the above referenced design, including but not limited to, setting grading of the site, locating existing utilities in the project area, ensuring compliance with any applicable local, state or federal codes, and any other related tasks. Project deliverables will include architectural renderings of the storage extension, which will be forwarded to the City for approval; once the City has approved of the conceptual design, DMC will produce plans suitable for a contractor to construct the building extension. In addition, DMC will provide regular status updates.

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: March 2, 2016**

AGENDA TAB NO. 10

SUBJECT TITLE: State Revolving Fund Loan SW350940 Amendment 2 for funding the Downtown Stormwater Project Phase I

OBJECTIVE:

To consider the approval of Amendment 2 for State Revolving Loan Fund Agreement No. SW350940 to the Florida Department of Environmental Protection (FDEP Point Source Water Pollution Control) to combine pre-construction activities and to adjust the loan amount for construction activities for awarded grants.

SUMMARY:

As part of the City's Downtown Revitalization initiatives, improvements to the Stormwater System in the CRA are in planned. The total project is estimated at \$4,547,610, and the project will be funded with Grants and State Revolving Loan Funds. Three Grants totaling \$2,603,000 have been secured for this project.

1. DEP Agreement No. SO568 - \$1,500,000
2. DEP Agreement NO. GO401 - \$750,000
3. Lake County Water Authority Grant (LCWA) \$353,000

Previously the City Council authorized application and acceptance of FDEP SRF Loan Financing for the Project for Preconstruction and Construction Activities.

- On January 15, 2014, Resolution 2014-01 authorized application to FDEP for preconstruction activities. Loan documents were executed March 31, 2014 in the amount of \$255,216 (\$247,416 disburseable, \$7,800 Capitalized Interest).
- On June 3, 2015, Council authorized Amendment No. 1 which extended the loan repayment commencement date.
- On January 19, 2016, Council approved Resolution 2016-02 authorizing application to FDEP for Construction activities for the project in the amount of \$4,831,487 to be adjusted for Grants.

Amendment 2 serves to combine activities approved with Resolution No. 2014-01 and Resolution 2016-02 and to adjust the disburseable loan amount for construction activities by awarded grants (\$2,603,000) for the project. An overview is provided below:

- Combines all phases of the Downtown Stormwater Phase 1 Project – Preconstruction and Construction.
- Adjusts the loan application funding amount for construction activities to adjust for grant funding for the project to \$1,700,594 (\$1,697,194 disburseable & \$3,400 of capitalized interest).
- Provides for a total disburseable amount for project funding in the amount of \$1,944,610 & capitalized interest of \$11,200 (pre-construction & construction).
- Provides for a loan financing rate to .37 per annum for the construction funded portion of the loan (\$1,700,594).
- Provides for an additional estimated Loan Service Fee in the amount of \$33,944, total amount of \$38,892. (Represents 2% of the loan amount excluding capitalized interest)

OPTIONS:

1. **Move to Approve** Amendment No. 2 to the FDEP SRF Stormwater Phase 1 Project Loan, No. SW350940, which combines preconstruction and construction activities and adjusts the disbursable loan amount to reflect awarded Stormwater Grants.
2. **Do Not Approve** Amendment No. 2 to FDEP SRF Stormwater Phase 1 Project Loan, No. SW350940.

STAFF RECOMMENDATION:

1. **Move to Approve** Amendment No. 2 to the FDEP SRF Stormwater Phase 1 Project Loan, No. SW350940, which combines preconstruction and construction activities and adjusts the disbursable loan amount to reflect, awarded Stormwater Grants.

FISCAL IMPACT:

Debt service requirements for this project were included in the 2014 Utility Study (approved by the City Council on November 19, 2014 provided by the City's rate consultant, Mike Rocca, of Raftelis & Assoc.). The Annual Debt Service obligation (**annual** debt service) is **estimated** at \$105,994 (excluding service fees and capitalized interest); semi-annual debt service payments are expected to commence October 15, 2017.

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

**CLEAN WATER STATE REVOLVING FUND
AMENDMENT 2 TO LOAN AGREEMENT SW350940
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 Loan Agreement, Number SW350940, authorizing a Loan amount of \$247,416, excluding Capitalized Interest; and

WHEREAS, the Local Government is entitled to additional financing for Construction Related Costs in the amount of \$1,697,194, excluding Capitalized Interest; and

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

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

WHEREAS, the Project costs, Loan repayment schedule, Project schedule, certain definitions, and other provisions of the Agreement need revision and several provisions need to be added to address financing of Construction Related Costs.

NOW, THEREFORE, the parties hereto agree as follows:

1. Subsection 1.01(17) of the Agreement is revised as follows:

(17) "Project" shall mean the works financed by this and future amendments consisting of furnishing all labor, materials, and equipment to construct the stormwater management project in accordance with the plans and specifications accepted by the Department for the following contracts:

- (a) "City of Tavares Downtown CRA – Area A Stormwater Treatment Improvements".
- (b) "Downtown Community Redevelopment Area (CRA) Area A Stormwater Improvements Treatment Pond".

The Project is in agreement with the planning documentation accepted by the Department effective April 24, 2014. A Florida Finding of No Significant Impact was published by the United States Department of Agriculture (USDA) Rural Development on May 25, 2011 and no adverse comments were received.

2. Subsections 2.01(10) and (12) of the Agreement are deleted and replaced as follows:

(10) Each year, beginning three months before the first Semiannual Loan Payment and ending with the year during which the final Loan repayment is made, the Local Government's Authorized Representative or its chief financial officer shall submit, pursuant to the schedule established in Section 10.07, a certification that: (a) Pledged Revenue collections satisfy, on a pro rata basis, the rate coverage requirement; (b) the Loan Debt Service Account contains the funds required; and (c) insurance, including that issued through the National Flood Insurance Program authorized under 42 U.S.C. secs. 4001-4128 when applicable, in effect for the facilities generating the Pledged Revenues, adequately covers the customary risks to the extent that such insurance is available; and (d) any given year in which Loan funds are received, the Local Government shall submit certification that the revenue generation system is in conformance with 2.01(14) and Chapter 62-503.700(2)(h)3, Florida Administrative Code.

(12) The Local Government agrees to construct the Project in accordance with the Project schedule. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted. If for any reason construction is not completed as scheduled, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

3. Section 2.01 is amended to add the following Subsection:

(14) The Local Government shall update the revenue generation system annually to assure that sufficient revenues are generated for debt service; operation and maintenance; replacement of equipment, accessories, and appurtenances necessary to maintain the system design capacity and performance during its design life; and to make the system financially self-sufficient.

4. Section 2.03 of the Agreement is deleted in its entirety and replaced as follows:

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

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

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	\$1,944,610	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 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) 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. 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.myflorida.com/audgen>.

(e) 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.

(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 of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General
3900 Commonwealth Boulevard, MS 40
Tallahassee, Florida 32399-3123

Electronically:

FDEPSingleAudit@dep.state.fl.us

(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 either of the following address:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General
3900 Commonwealth Boulevard, MS 40
Tallahassee, Florida 32399-3123

Electronically:

FDEPSingleAudit@dep.state.fl.us

(a) 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.

(b) 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 of the final amendment, 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 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 of the final amendment, unless extended in writing by the Department.

(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.

5. Section 4.01 PROJECT CHANGES is revised to add the following:

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Local Government shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

6. The following two sections are added to the Agreement:

4.03. PERMITS AND APPROVALS.

The Local Government shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Local Government to oversee construction.

7. Section 4.08 LOAN DISBURSEMENTS is revised to amend and add the following:

Disbursements shall be made directly to the Local Government for allowance costs. Disbursement of the allowance costs shall be made upon the Department's receipt of a disbursement request form. Up to seventy percent of the estimated allowance shall be disbursed after the loan agreement is signed. The remainder of the allowance shall be disbursed after all procurement contracts are executed and shall be adjusted to reflect as-bid costs. The entire estimated allowance may be disbursed after the loan agreement is signed if the local government agrees to an allowance adjustment after all contracts have been bid. Disbursements shall be made directly to the Local Government for reimbursement of the incurred construction costs and related services. Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Government is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

8. Section 8.10 is added to the Agreement as follows:

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Local Government's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel Requirement as described in H. R. 3547, "Consolidated Appropriations Act, 2014" unless the Local Government has obtained a waiver pertaining to the Project or the Department has advised the Local Government that the requirement is not applicable to the Project.

9. Section 8.11 is added to the Agreement as follows:

8.11. FISCAL SUSTAINABILITY PLAN (FSP).

The 2014 amendments to the Federal Water Pollution Control Act (FWPCA) require a recipient of a Loan for a project that involves the repair, replacement, or expansion of a treatment works to develop and implement a Fiscal Sustainability Plan (FSP) or certify that it has developed and implemented such a plan.

Under Section 603(d)(1)(E)(i) of that act, the Local Government shall (i) develop and implement a Fiscal Sustainability Plan that includes: an inventory of critical assets that are a part of the treatment works; an evaluation of the condition and performance of inventoried assets or asset groupings; a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities; or (ii) certify that the recipient has developed and implemented a plan that meets the requirements under (i).

At a minimum, the FSP shall include: an inventory of critical assets that are part of the Project funded by this agreement; an evaluation of the condition and performance of these assets; a certification that the assistance recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

A FSP certification is a certification by the Local Government that the FSP has been developed and is being implemented. For systems that self-certify under Section 603(d)(1)(E)(ii), certification is due at the time of loan closing. For systems developing an FSP under Section 603(d)(1)(E)(i), the requirement to develop and implement an FSP is a condition of the Loan Agreement and is due before the final disbursement is approved.

10. Article IX is added to the Agreement as follows:

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

- (1) Proof of advertising.
- (2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.
- (4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

(5) Assurance that the Local Government and contractors are in compliance with Section 1606 with labor standards, including prevailing wage rates established for its locality by the U.S. Department of Labor under the Davis-Bacon Act for Project construction.

(6) Certification that all procurement is in compliance with Section 8.11 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Local Government by the Environmental Protection Agency (EPA) or (b) compliance would be inconsistent with United States obligations under international agreements.

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Local Government shall submit:

- (1) Contractor insurance certifications.
- (2) Executed Contract(s).
- (3) Notices to proceed with construction.

9.03. INSURANCE REQUIRED.

The Local Government shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Water and Sewer Systems (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of Revenue Producing Facilities of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Local Government shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

11. Additional financing in the amount of \$1,697,194, excluding Capitalized Interest, is hereby awarded to the Local Government.

12. A Financing Rate of .37 percent per annum is established for the additional financing amount awarded in this amendment. Individually, the interest rate is .185 percent per annum and the Grant Allocation Assessment rate is .185 percent per annum.

13. The estimated principal amount of the Loan is hereby revised to \$1,955,810, which consists of \$1,944,610 authorized for disbursement to the Local Government and \$11,200 of Capitalized Interest. This total consists of the following:

(a) Original Agreement of \$255,216, including \$247,416 authorized for disbursement to the Local Government and \$7,800 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

(b) Amendment 2 of \$1,700,594, including \$1,697,194 authorized for disbursement to the Local Government and \$3,400 of Capitalized Interest, at a Financing Rate of .37 percent per annum (the interest rate is .185 percent per annum and the Grant Allocation Assessment rate is .185 percent per annum).

14. An additional estimated Loan Service Fee in the amount of \$33,944, for a total of \$38,892, is hereby assessed. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$1,944,610.

15. Section 10.05 REPAYMENT SCHEDULE is revised as follows:

The Semiannual Loan Payment amount shall be \$52,997. Such payments shall be received by the Department beginning on October 15, 2017, and semiannually thereafter on April 15 and October 15 of each year until all amounts due hereunder have been fully paid. Until this Agreement is further amended, each Semiannual Loan Payment will be proportionally applied, after deduction of the Loan Service Fee is complete, toward repayment of the amounts owed on each incremental Loan amount at the date such payment is due.

The Semiannual Loan Payment amount is based on the total amount owed of \$1,994,702, which consists of the Loan principal plus the estimated Loan Service Fee with its Capitalized Interest, if any.

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

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 construction bidding or mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan 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 Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of an audit.

Funds disbursed in accordance with 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 first from the original Loan amount until that amount has been disbursed. The Financing Rate established for the original Loan amount shall apply to such disbursements for the purpose of determining the associated Capitalized Interest and repayment amounts. The Financing Rate established for any additional increment of Loan funds shall be used to determine the Capitalized Interest and repayment amounts associated with the funds disbursed from that increment.

Estimated costs are as follows:

<u>CATEGORY</u>	<u>COST(\$)</u>
Allowance	347,610
Construction and Demolition	3,500,000
Contingencies	350,000
Technical Services After Bid Opening	350,000
Less Other Funding	<u>(2,603,000)</u>
SUBTOTAL (Disbursable Amount)	1,944,610
Capitalized Interest	<u>11,200</u>
TOTAL (Loan Principal Amount)	1,955,810

The allowance has been adjusted to reflect higher estimated construction costs.

17. Subsections 10.07 (5), (6), (7), and (8) of the schedule are deleted and replaced as follows:

(5) Completion of Project construction is scheduled for April 15, 2017.

(6) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than April 15, 2017.

(7) The initial annual certification required under Subsection 2.01(10) of the Agreement shall be due July 15, 2017. Thereafter the certification shall be submitted no later than September 30 of each year until the final Semiannual Loan Payment is made.

(8) The first Semiannual Loan Payment in the amount of \$52,997 shall be due October 15, 2017.

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

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This Amendment 2 to Loan Agreement SW350940 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 Loan Agreement to be executed on its behalf by the Secretary or Designee 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 Department.

for
CITY OF TAVARES

Mayor

Approved as to form and legal sufficiency:

Attest:

City Clerk

SEAL

City Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: March 2, 2016**

AGENDA TAB NO. 11

SUBJECT TITLE: Request from Florida Department of Transportation (FDOT) to potentially build a retention pond at the Tavares Nature Park (TNP)

OBJECTIVE: To authorize staff to work with FDOT to potentially design and build a retention pond at the TNP for the widening project on State Road 19.

SUMMARY: The City of Tavares was approached by representatives of FDOT and has met with them to consider the construction of a retention pond at the TNP to accommodate water runoff resulting from the widening of State Road 19.

Although not definite that the city's park will be the final selected site, as they are also considering two other locations in the city, representatives are seeking preliminary approval now in the event that the Nature Park becomes their final selected location for this project.

The TNP was purchased through the Florida Communities Trust grant program and as such, this granting agency has provided parameters in which the FDOT will need to comply with if they should decide to move forward on this site.

Additionally, city staff requested that the FDOT consider pursuing a pedestrian railroad crossing entrance into the park from County Road 561 which would enable them to access the pond for maintenance and it would create a second entrance into the park.

Also, if the decision is made by FDOT to construct a retention pond on this land, landscaping and aesthetic requirements will be issued by the City of Tavares.

OPTIONS:

- 1) To authorize the potential construction of a retention pond on park land
- 2) To deny this request

STAFF RECOMMENDATION: To make a motion to authorize staff to work with FDOT to potentially design and build a retention pond at the TNP for the widening project on State Road 19.

FISCAL IMPACT: n/a

LEGAL SUFFICIENCY: meets legal sufficiency

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: March 1, 2016**

AGENDA TAB NO. 12

SUBJECT TITLE: Approval of reduced pricing for the Nations of Greater Orlando 2016 baseball tournament schedule at Fred Stover and Woodlea Sports Complex

OBJECTIVE:

To obtain Council approval to reduce the baseball/softball facility rental rates in order to attract more Nations of Greater Orlando baseball tournaments to the City of Tavares sports fields.

SUMMARY:

City staff was recently approached by representatives from the baseball organization Nations of Greater Orlando about the potential of being one of the primary host sites for one or more baseball tournaments each month from June through November of this year. As a point of reference, over the past year since the newly constructed baseball fields at Woodlea were completed, this organization has rented City fields to use as ancillary fields during their tournaments a total of twelve (12) times. Most of those rentals were sporadic, consisting of 2 or 3 fields per weekend and paid at our normal tournament field rental rates.

The opportunity this year to be considered as one of the primary host sites would mean that Nations of Greater Orlando would rent all nine (9) of our baseball/softball fields within the City to use for their tournaments at least once per month for the 6 month period of June through November.

Normal baseball/softball field rental rates for a tournament on City fields are \$30/hour or a maximum rate of \$150/day, plus separate minimal charges for setting up and lining the fields. Nations of Greater Orlando is requesting for this year that the City matches the same hourly rental rate as the Lake County Parks & Trails charge for their baseball/softball field rentals at \$10/hour. All other separate charges for tournament rentals would remain at the current City rates.

OPTIONS:

- 1) Approve the reduced baseball/softball facility rental rate to \$10/hour to match Lake County in order to attract more Nations of Greater Orlando baseball tournaments to the City of Tavares sports fields during the months of June through November of 2016.

- 2) Do **not** approve the reduced facility rental rate in order to attract more Nations of Greater Orlando baseball tournaments to the City of Tavares sports fields.

STAFF RECOMMENDATION:

Move to approve the reduced baseball/softball facility rental rate to \$10/hour to match Lake County in order to attract more Nations of Greater Orlando baseball tournaments to the City of Tavares sports fields during the months of June through November of 2016.

FISCAL IMPACT:

If Council moves to approve the reduced rate for this organization, assuming they only bring one tournament per month as indicated, and reserve all 9 of our City fields, staff estimates a total of \$12,600 in facility rental fees alone would be generated over the 6 month period. Additionally, the restaurants, gas stations, clothing stores, etc within the City of Tavares would benefit tremendously from this economic impact.

MONTH	DAY	Number of Fields Reserved		Sat (11 hr/day) = (11hr x \$10/hr **)		Sun (9 hr/day) = (9hr x \$10/hr **)					TOTAL
June	Sat.	9	x	\$110	+	\$135	+	\$15	=	\$1,140	
	Sun.	9	x	\$90	+	\$135	+	\$15	=	\$960	
July	Sat.	9	x	\$110	+	\$135	+	\$15	=	\$1,140	
	Sun.	9	x	\$90	+	\$135	+	\$15	=	\$960	
August	Sat.	9	x	\$110	+	\$135	+	\$15	=	\$1,140	
	Sun.	9	x	\$90	+	\$135	+	\$15	=	\$960	
September	Sat.	9	x	\$110	+	\$135	+	\$15	=	\$1,140	
	Sun.	9	x	\$90	+	\$135	+	\$15	=	\$960	
October	Sat.	9	x	\$110	+	\$135	+	\$15	=	\$1,140	
	Sun.	9	x	\$90	+	\$135	+	\$15	=	\$960	
November	Sat.	9	x	\$110	+	\$135	+	\$15	=	\$1,140	
	Sun.	9	x	\$90	+	\$135	+	\$15	=	960	
GRAND TOTAL FACILITY RENTAL =										\$12,600	

** Reduced rate to \$10/hr to match rate established by Lake County in order to attract Nations of Greater Orlando baseball tournaments

**Copy of current City of Tavares Facility Reservation Application
and cost estimator**



City of Tavares
Recreation Division
Athletic Field Reservation Application

If approved, this application will be subject to the use agreement that is attached to this form and to the charges indicated below.

Name of Organization/Group: _____ Date of Application: _____

Function (please check): [] Practice [] Game [] Tournament [] Other Activity

Date of Field Request: _____ Time: (Start)_____ (End)_____

Contact Person: _____ Email: _____

Day Phone: _____ Cell Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Briefly describe activity, function, event, tournament, etc.: _____

Event Participants: _____ Expected Attendance: _____ # of Vehicles: _____

Please check park(s) being requested: [] Fred Stover Sports Complex - Field # _____
[] Woodlea Sports Complex - Field # _____
[] Batting Cage - Location _____ Cage # _____
[] Aesop's Park Tennis Court - Court # _____

Is the reservation for a Non-Profit Organization? [] Yes [] No

If yes, provide Tax Exempt # _____

Are there any safety/security precautions required? [] Yes [] No Please explain: _____

Do you have any special requests/requirements? (i.e. equipment needed, field lining, lighting): _____

I have read and understand all of the rules and regulations governing the use of the City of Tavares facilities as defined in this application packet. I agree to indemnify and save harmless the City of Tavares from and against all claims, suites, damages, cost, losses and expenses in any manner resulting from, arising out of, or connected with their events, as a result of the use of the above rented premises.

Signature of Representative

Date Signed

Staff Approval

Date Signed

Staff Use Only

Insurance Required: [] Yes [] No Insurance Received Date: _____

Facility Rental: Date Paid _____ Amount Paid \$ _____ Check # _____

Special Notes:



Cost Estimator

Name of Organization/Group: _____ Date of Application: _____

Item	I.	II.	III.	IV.	* Tavares League Participant	Comments	Total	
Field Rental (Non Tournament)								
Per Hour – Without Lights	n/a	\$20	\$30	\$40	\$15			
Per Hour – With Lights (minimum 2 hrs)	n/a	\$25	\$35	\$45	\$20			
Prep Fee Per Baseball or Softball Field	n/a	\$15	\$15	\$15	\$15	Field set-up one time		
Weekend or Holiday set-up fee	n/a	\$15	\$15	\$15	\$15	Onetime fee per day		
Field Rental (Tournaments)**								
Tournament Deposit***	\$200	\$200	\$200	\$200	\$200			
Per Hour – Without Lights	n/a	\$20	\$30	\$40	\$15	Max rate of \$150 per field, per day		
Per Hour – With Lights (minimum 2 hrs)	n/a	\$25	\$35	\$45	\$20	Max rate of \$150 per field, per day		
Prep Fee Per Baseball or Softball Field	n/a	\$15	\$15	\$15	\$15	Field set-up one time		
Weekend or Holiday set-up fee	n/a	\$15	\$15	\$15	\$15	Onetime fee per day		
City Staff On-Site (per person)	\$25	\$25	\$25	\$25	\$25	Hourly rate after field set-up		
Courts / Batting Cages								
Tennis Court – Per Court Hourly Rental	n/a	\$25	\$25	\$30	n/a			
Batting Cage Rental – Per Hour	n/a	\$5	\$5	\$15	n/a			
							Sub-Total Costs	\$
							Tournament Deposit	\$
							Grand Total	\$

Category Legend

Category I – City sponsored or Council approved recreation programs (i.e. City of Tavares Recreation Programs, Tavares High School Athletics, etc.)

Category II – Any recognized non-profit or civic group (i.e. service club, charitable organization)

Category III – Organized group or individual looking to rent the facility (i.e. sports team, event organizer)

Category IV – Non-city sponsored program or independent contractor wishing to provide a commercial activity in a city park (i.e. private instructor, personal lessons, etc.)

* Tavares League Participant – Any group made up of at least 50% of their participants currently enrolled in a local City of Tavares athletic program

** Tournament rentals will be charged by the hour or have a max charge of \$150 per day, per field

***Tournament deposits may be forfeited based on the cleanliness and condition of the facility following a rental

**Copy of Lake County
Recreation Facility Use Form
and Fee Schedule**



LAKE COUNTY
FLORIDA
RECREATIONAL FACILITY USE FORM

If approved, this application will be subject to the use agreement that is attached to the form and to the charges indicated below.

Date: _____

Organization: _____

TAX EXEMPT: YES or NO (Circle One). Please provide copy of Tax Exempt Certificate.

Address: _____

City: _____ State: _____ Zip Code: _____

Organization Representative: _____

Representative's Title: _____

Office Phone: (____) _____ - _____ Cell Phone: (____) _____ - _____

Email: _____

Park Name: _____

Field or Facility: _____

Use or Purpose: _____

Date of Events: _____ Time: _____ to _____

Date of Events: _____ Time: _____ to _____

Date of Events: _____ Time: _____ to _____

Lighting Required: YES or NO (Circle One)

Payment Preference (Circle One): Lump Sum, Daily, Weekly, Monthly, Seasonally

Additional Information or Comments:

FEE SCHEDULE

<u>Softball/Baseball Fields:</u>	\$10 per hour per field, \$10 each additional hour or fraction thereof
<u>Soccer Fields:</u>	\$10 per hour per field, \$10 each additional hour or fraction thereof
<u>Football Fields:</u>	\$10 per hour per field, \$10 each additional hour or fraction thereof
<u>Multi-Use Fields:</u>	\$10 per hour per field, \$10 each additional hour or fraction thereof
<u>Tennis/Pickleball Courts:</u>	\$5 per hour per field, \$5 each additional hour or fraction thereof
<u>Racquetball Courts:</u>	\$5 per hour per field, \$5 each additional hour or fraction thereof
<u>Volleyball/Basketball:</u>	\$5 per hour per field, \$5 each additional hour or fraction thereof
<u>Light Fee:</u>	\$10 per hour or fraction thereof
<u>Chalk/Painting:</u>	\$10 per application per one (1) ballfield
<u>Line Striping:</u>	\$20 per application per one (1) multi-use/soccer/football field

**** Applicable sales tax of 7% is included in the above fees. Fees will be adjusted if tax exempt.**

Tournament/Special Events/Concerts: Amount to be recommended by staff.

All events and fees will require approval by Parks, Recreation, and Trails Advisory Board and Lake County Board of County Commissioners.

- **Rained out events will be allowed to re-schedule on next available date.**
- **No refunds will be given for rained out events.**
- **No refunds for events cancelled less than 14 days prior to event date.**

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: March 2, 2016**

AGENDA TAB NO. 13

SUBJECT TITLE: Establishment of FY 2017 Broad Budget Priorities

OBJECTIVE: To establish the City Council's broad budget priorities for the City Administrator to use in developing the FY 2017 budget (October 1, 2016 through September 30, 2017).

SUMMARY: It has been the practice of the Council to set the broad budget priorities for the City Administrator to use as guiding principles in developing a budget that is commensurate with the Council's overall budgetary goals.

By way of background, the City operates six (6) governmental operations as follows:

1. General Government (revenues derived by property taxes, other taxes and fees)
2. Utilities - Water, Sewer, Reclaim, Stormwater (Revenues derived by fees – no property taxes)
3. Garbage Collection (revenues derived from fees – no property taxes)
4. Seaplane and Marina Enterprise (revenues derived from sales, rental income, general fund and CRA TIF Fund (Incremental property tax revenues within the CRA District).
5. Pavilion on the Lake. (revenues derived from rental income and general fund)
6. Capital Projects. (revenues are derived from grants, impact fees, special tax revenues like "Infrastructure Sales Tax" and property taxes).

(Note: in addition to the above are debt service costs associated with capital projects)

Attached to this summary are:

Exhibit A: Recent Historical Information regarding the City Budget

Exhibit B: Future Budgetary Information

Exhibit C: Prior Year Council Broad Budget Priorities

STAFF RECOMMENDATION: That Council discusses and then establishes broad budget priorities for the City Administrator to incorporate into the FY 2017 budgets for all funds including a discussion on:

1. Maintaining or not maintaining a similar level of service?
2. Adding or not adding new programs and services?
3. Employee compensation and benefits?
4. The non-property tax supported operations (Utilities and Garbage collection)
5. Capital Projects (Public Works Complex, Library Expansion, Street Paving etc....)

FISCAL IMPACT: Impacts FY 2017 budget and millage rate

LEGAL SUFFICIENCY: This is legally sufficient.

Exhibit A

Recent Historical Information Regarding the City Budget And Prior Year Council Goals

The economic conditions of the United States and Florida are beyond the control of Tavares. These economic conditions have affected all cities in Lake County. Each city has taken a different approach to working in these economic realities. Tavares took an approach of investing in itself by creating America's Seaplane City, developing a Seaplane base, marina, entertainment district, splash park for Children, adding many major events to the down town, developing the Pavilion on the Lake to host conferences, events and weddings, recruiting companies (Sea Rey, Wipaire, Osprey Lodge, Publix, the Big House etc...), attracting medical related companies (outpatient surgical centers, medical clinic and medical offices), recruitment of restaurants and retailers, upgrading its antiquated water, sewer and stormwater systems, adding reclaimed water to its inventory of product and services it offers, investing in rail infrastructure (Dora Canal RR Bridge, continuous welded tracks to Orlando), paving its roads, paver bricking its dirt alleyways, refurbishing its gateway entrance roads (Alfred Street and Caroline street), improving its lakeside road (Ruby street), installing distinct large gateway signs, adding tourist related venues (train station and seaplane rides) and creating a business friendly environment by removing barriers to the private sector to encourage private investment in Tavares (new hotels, restaurants, retail, mixed use, assisted living, sporting facilities, professional parks). In addition, the city's Economic Development Department hand holds each and every investor's transactions and their relocations to the city and makes business friendly program recommendations to Council.

The city has reaped the benefits of this approach including an unprecedented number of Grants obtained (\$20 million plus in grants) and many new business relocating to and starting up in Tavares. As a result many jobs were and are being created and, tens of millions of private sector dollars have been and continue to be invested in Tavares. **In summary, the economic conditions in Tavares are on the road to recovery in terms of business start-ups, jobs, and prosperity.**

The fruits of this Council's, staff's and citizens labor have not come without challenges. While the City was investing in itself and experiencing economic recovery, it did it amongst the back drop of some very challenging national and state economic realities. In addition to the increased cost to maintain public, the city added services (Advanced Life Support, seaplane base, marina, pavilion, train station, special events, rail, reclaimed water, street beatification/irrigating, Wooton Park improvements, additional recreational ball fields etc..). This expanded level of service was accomplished with minimal staffing levels and a slight lowering of the tax rate last year.

The positive economic conditions that Tavares is beginning to enjoy today did not materialize without a tremendous amount of hard work by the City Council, all of its employees and a civic entrepreneurial approach to governing of calculated risks, creativity and fiscal challenges.

Prior Year Goals: Many of the prior year Council Goals have and are being implemented. The Caroline Streetscape is funded and programed for completion, The Library expansion project is under conceptual design, old 441 from Tavares to Mount Dora is programmed for a complete re-milling and re-paving, "Lane Park" (561/19/448) planning initiative is now under a completed ISBA, a Horizon Project team stewardship and Publics shopping center under construction,

small street segments are being repaved throughout the city, Clerks building is removed and the land repurposed as it is commercially marketed, employees received a raise, new business continue to open up in the down town, the millage rate was slightly lowered, a new management team is in place at the seaplane base and marina and are taking it to new heights. A new Economic Development Manager is in place pounding the pavement and a new fall signature event was developed called "Roctober Fest". (see Council's prior year "broad/high level budget goals" attached).

Exhibit B

Future Budgetary Information

1. **Utilities: Water, Sewer, Reclaim and Storm Water:** The City has conducted a rate study that calls for reasonable budgetary growth and rate increases based on Consumer Price Index (CPI) plus 1% for water, sewer and reclaimed water. The Storm water study calls for a 75 cent increase per month from \$7.75 to \$8.50 per month. The Ruby Street stormwater collection system is about to go under construction.
2. **Garbage Collection:** Council previously addressed adequate future funding for this program by adopting automatic CPI increase annually on the residential side. Next year the City will go out for proposals to handle commercial waste and recycling.
3. **Seaplane base and Marina Enterprise:** The goal of this Enterprise is to work towards self-sufficiency and to have an influential and positive economic impact on the community. The new management team is working on larger events, improving the retail store and fuel sales.
4. **Pavilion On The Lake:** The facility is exceeding expectations with weddings and working towards meeting its goals on the “events”, conferences and meetings it holds. The goal is to become self sufficient and have an influential and positive economic impact on the community.
5. **Capital Improvement Projects:** The City Council previously developed and maintains a five year Capital Improvement program. This plan will need to be updated based on what has occurred and what this Council desires the outcome to be for FY 17 and five years out. The new Public Safety Complex is fully funded through debt financing and under design. The new Public Works Facility has property designated next to the Water Administration building off Captain Haynes road. It does not however have any funding for design nor construction. The Library is under conceptual design. No engineering or construction funding is in place for it. The road-repaving plan is complete for the entire city. It calls for a \$700,000 annual appropriation. This current year only \$100,000 was appropriated.
6. **Debt Service Costs:** A debt service schedule was provided in the current year's budget and it will be updated for the next budget cycle.
7. **General Fund:** At this early point in time, it is virtually impossible to predict with precision the actual revenue or expenses that will occur for next Fiscal Year 2017 (October 1, 2016 through September 30, 2017) because the city does not know:

1. How much property values will increase? (The Property Appraiser issues that report in May).
2. What the State shared revenues will be? (State sets that in June)
3. What the increased operational cost will be? (fuel, electricity, insurance etc – staff develops those estimates in May)

However, “possible” scenarios for the purpose of starting the discussion on the Council's broad budget priorities based on staff following trends and conducting research could result in the following possible budget scenario:

Revenues:

1. Property Tax revenues increasing slightly due to an increase in property values and new construction.
2. All other revenues increasing slightly over current year due to economic recovery.

Expenses:

1. Operational expense increasing (Fuel, electrical, cost of goods and services etc..)
2. Employee Healthcare cost increasing

Exhibit C

Regular Council Meeting – February 4, 2015

Page 5 of 10

1 **Lori Pfister moved for approval of Richard Keith to the Fire Pension Board, seconded by**
2 **Bob Grenier. The motion carried unanimously 5-0.**

3 4 **Tab 8) Council Representation in Police & Fire Union Bargaining Sessions**

5
6 Mr. Drury noted each year the City's Management Union Bargaining Team negotiates and
7 bargains its labor agreements with the Police and Fire Labor Bargaining Teams. Mr. Drury said
8 the city is seeking Council replacements. He said there are approximately 5 bargaining meetings
9 before an agreement is brought back to Council and the Union members for approval.

10
11 Vice Mayor Grenier volunteered for the Fire Union Negotiation Bargaining Team.

12
13 Councilmember Speaks volunteered for the Police Union Negotiations Bargaining Team.

14 15 **Tab 9) Council Budget Priorities & Goals for Fiscal Year 2016 Budgeting Process**

16
17 Mr. Drury said he will begin the budget process at the end of the month and asked for Council to
18 provide broad/high level budget goals for the next fiscal year October 1, 2015 to September 30,
19 2016. He said that he will incorporate the broad budget goals into the discussions with the
20 management team and develop a line item detailed budget. The budget will be brought back
21 before Council for review and discussion at public meetings that are held throughout the
22 budgeting process.

23
24 The following were broad budget goals identified by each Councilmember:

25
26 Councilmember Pfister

- 27 • Alfred Street Landscaping
- 28 • More funding for Library Expansion

29
30 Vice Mayor Grenier (he said he would provide ideas and thoughts throughout the next few
31 months)

- 32 • Old 441 Corridor from Mt. Dora Gateway Improvements
- 33 • New Phase of Tavares (Lane Park Side of Tavares) well planned with a balance between
34 conservation green space and commercial businesses like Publix

35
36 Councilmember Speaks

- 37 • Implement and Fund for Street and Road Improvements/Repair 5 Year Plan
- 38 • Maintain Level of Service for Utilities and Services
- 39 • Budget Numbers for Clerk of Court Recording Building – Line items to maintain until it is
40 sold.
- 41 • Stay on top of income, expenses, and debt service coverage.

42
43 Councilmember Johnson

- 44 • Compensation for Employees
- 45 • Maintain same Level of Service
- 46 • Continue growth downtown for Small Businesses

1
2 Mayor Smith

- 3 • Do what we can to reduce millage rate while keeping same level of service – making
- 4 marina and pavilion self sufficient and returning monies back into the General Fund
- 5 • Increase Economic Development Impact – New Economic Development Director –
- 6 someone who can continue to grow the city so that we can continue to have our small
- 7 town feel but enjoy some of the niceties of larger cities
- 8

9 Mr. Drury thanked Council. Mayor Smith thanked the Department Directors.

10
11 **Tab 10) Discussion on Request to Waive Deposit for Sunset View/Three Lakes Utility**
12 **Accounts**

13
14 Mayor Smith said that during the January 21, 2015 City Council Meeting a request was made by
15 a citizen regarding waiving the deposits for the Sunset View/Three Lakes Utility accounts.

16
17 Ms. Houghton said the current rate Ordinance (Ordinance 2009-22) states that residential
18 deposits shall be \$175.00. On January 20, 2010 Council adopted Ordinance 2009-36 which
19 provides utility deposit waivers with specific waiver criteria for existing customers in good
20 standing. Should Council elect to grant deposit waivers for new connections at Sunset
21 View/Three Lakes Mobile Home Park community, an amendment to the current rate Ordinance
22 2009-22 would be required. Staff does not recommend waiving the deposits and to return said
23 deposits to each account holder after one year of on-time payments per the current ordinance.

24
25 Mayor Smith asked for comments from Council.

26
27 **MOTION**

28
29 **Robert Speaks moved to approve Option 2 of the staff recommendation [Do not waive**
30 **deposits for Sunset View/Three lakes Mobile Home Park Assessed Properties and return**
31 **said deposits to each account holder after one year of on time payments per current**
32 **ordinance], seconded by Bob Grenier. The motion carried unanimously 5-0.**

33
34 **Tab 11) Update on Interlocal Services Boundary Agreement (ISBA)**

35
36 Mr. Drury said the Interlocal Service Boundary Agreement (ISBA) is being negotiated with Lake
37 County, Mount Dora, Leesburg, Astatula, Eustis, and Tavares which will define the city's future
38 incorporated area for the next 20-50 years. He said Mayor Smith and the City Attorney have
39 attended the meetings and negotiated a good boundary. A map has been developed to identify
40 the future ISBA. Leesburg, Mount Dora, Eustis, and Astatula have agreed to the boundary line.
41 He said all of the cities are in concert and Lake County will craft an ISBA agreement. Once the
42 agreement is adopted by the County then it will come before Council for approval.

43
44 Mr. Drury said the agreement includes that Lake County will reimburse the city for fire responses
45 for the first time in the city's history.

46
47 Mayor Smith asked for comments and questions from Council. There were none.

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
March 2, 2016**

AGENDA TAB NO. 14
SUBJECT TITLE: City Administrator Report

OBJECTIVE: To inform Council on city related matters.

SUMMARY: Will be presented at meeting

CITY OF TAVARES PUBLIC MEETINGS

<i>City Council Regular Meeting</i>	<i>March 16, 2016 – 4 p.m.(City Council meetings held 1st and 3rd Wed. of the month) – City Council Chambers</i>
<i>Planning & Zoning Board</i>	<i>March 17, 2016 – 3 pm – City Council Chambers</i>
<i>Code Enforcement Special Master Hearing</i>	<i>March 29, 2016 – 5:00 p.m. – City Council Chambers</i>
<i>Tavares Library Board</i>	<i>March 16, 2016 – 2:00 p.m. – Library Conference Room</i>
<i>Police & Fire Pension Board</i>	<i>March 18, 2016 – 1:30 – 3:30 – City Council Chambers</i>
<i>Ruby Street Stormwater Project</i>	<i>March 28, 2016 – Meeting with Business Owners – City Hall 11:30 a.m. March 28, 2016 – Meeting with Residents – Public Works Conference Room 5:30 p.m.</i>

CITY SPONSORED OR AFFILIATED EVENTS

<i>Senior Shakedown Party</i>	<i>Tavares Civic Center – March 7- 1:00pm-3:00pm – Free admission – Call 742-6477 (First Monday of the month)</i>
<i>Rubber Ducky Races</i>	<i>March 5, 2016</i>
<i>Lakeland Jr. Bassmasters</i>	<i>March 5, 2016</i>
<i>Classic Raceboat Regatta</i>	<i>March 12-13, 2016</i>
<i>Presidential Primary</i>	<i>March 15, 2016 (City Hall is a precinct)</i>
<i>Sunnyland Boat Show</i>	<i>March 17-20, 2016</i>
<i>Dragonboat Races</i>	<i>April 1-2, 2016</i>
<i>Steamboat Meet</i>	<i>April 1-2, 2016</i>
<i>Power Boat Races</i>	<i>2nd Annual Grand Prix of the Seas – April 8-9, 2016</i>
<i>Planes, Trains & BBQ & Seaplane Fly-In</i>	<i>April 30 – May 1, 2016</i>
<i>Public Works Expo</i>	<i>May 14, 2016</i>
<i>Employee Picnic</i>	<i>May 27, 2016</i>
<i>4th of July Celebration Independence Day</i>	<i>Monday July 4th 5:00 p.m. Parade – Fireworks approximately 9:00 pm.</i>
<i>Rifles, Rails & History</i>	<i>September 23-25, 2016 – Wooton Park</i>
<i>Monster Splash</i>	<i>October 25, 2016</i>
<i>General Election</i>	<i>November 8, 2016 (City Hall is a Precinct)</i>
<i>Christmas Parade & Party in the Park</i>	<i>December 3, 2016 Parade at 5:00 p.m. on Main Street</i>

OTHER COMMUNITY EVENTS

<i>VA Clinic Ribbon Opening</i>	<i>March 11, 2016 – 1:00 p.m. 1390 E. Burleigh Blvd.</i>
<i>Creeds Cause 5K run</i>	<i>April 30, 2016</i>
<i>Muscular Dystrophy Muscle Walk</i>	<i>May 7, 2016 – Wooton Park – 2:00 p.m.</i>

OTHER OUTSIDE AGENCY MEETINGS

<i>Lake County League of Cities</i>	<i>Friday, March 11, 2016 – 12:00 noon Elks Lodge</i>
<i>Lake & Sumter MPO</i>	<i>March 23, 2016 – 2:00 p.m.</i>
<i>Lake County Community Service Awards</i>	<i>May 11, 2016 – Lake Receptions</i>

**AGENDA SUMMARY
TAVARES CITY COUNCIL
March 2, 2016**

AGENDA TAB NO. 15

SUBJECT TITLE: City Councilmembers Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY:

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

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A