



**AGENDA
TAVARES CITY COUNCIL**

**April 20, 2011
4:00 P.M.**

TAVARES CITY HALL COUNCIL CHAMBERS

I. CALL TO ORDER

II. INVOCATION & PLEDGE OF ALLEGIANCE

Pastor Mark Andrews, Bridges

III. APPROVAL OF AGENDA

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

IV. APPROVAL OF MINUTES

Tab 1) City Council Regular Meeting April 6, 2011

Mayor Wolfe

V. PROCLAMATIONS/PRESENTATIONS

Tab 2) Presentation for Dispatch Officer of the Year

Chief Lubins

Tab 3) Proclamation for Take Your Son/Daughter to Work Day

Mayor Wolfe

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

VII. READING OF ALL ORDINANCES/RESOLUTIONS

Nancy Barnett

VIII. CONSENT AGENDA

None

IX. ORDINANCES

FIRST READING

SECOND READING

X. RESOLUTIONS

XI. GENERAL GOVERNMENT

Tab 4) Report on Water Funding Affordability	Lori Houghton
Tab 5) State Revolving Fund – Reclaimed Water Project Construction of Water Line on SR 19 & Phase I Approval of Loan Documents for Closing	Lori Houghton
Tab 6) Authorization for Staff to Negotiate Contract for Ghost Tours	Tammy Rogers
Tab 7) Request for Approval to Provide Free Brush Pickup to Residents after Major Weather Event	Chris Thompson
Tab 8) Request to Change Site of Public Safety Complex from City Hall to Bus Barn Property	Richard Keith
Tab 9) Request to Approve Selection of Site for Public Works Facility	Richard Keith
Tab 10) Approval of Jet Ski Contracts for May & June 2011	Bill Neron
Tab 11) Request to Make Emergency Repairs of Stormwater System in Hidden Coves Subdivision	Brad Hayes

XII. OLD BUSINESS

XIII NEW BUSINESS

XIV. AUDIENCE TO BE HEARD

XV. REPORTS

Tab 12) City Administrator	John Drury
Tab 13) Council Reports	City Councilmembers

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

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

The Language of Local Government

Definition of Terms

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

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

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

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

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

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

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

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

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

contiguous – Sharing a common boundary.

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

DCA – Department of Community Affairs

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

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

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

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

FDOT – Florida Department of Transportation

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

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

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

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

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

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

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

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

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

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

PUD – Planned Unit Development

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

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

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

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

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

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

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

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

CITY OF TAVARES
MINUTES OF REGULAR COUNCIL MEETING
APRIL 6, 2011
CITY COUNCIL CHAMBERS

COUNCILMEMBERS PRESENT

ABSENT

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

Sandy Gamble, Councilmember

STAFF PRESENT

John Drury, City Administrator
Lori Houghton, Finance Director
Bob Williams, City Attorney
Nancy Barnett, City Clerk
Lori Tucker, Human Resources Director
Chief Lubins, Police Department
Jacques Skutt, Director of Community Development
Chief Richard Keith, Fire Department
Chris Thompson, Public Works Director
Brad Hayes, Director of Utilities

I. CALL TO ORDER

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

Mayor Wolfe noted Councilmember Gamble was absent due to a death in the family.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Doug Dystra of Mid Lakes Christian Church gave the invocation and those present recited the Pledge of Allegiance.

III. APPROVAL OF AGENDA

Mr. Drury requested to add Item 8A, Approval to Live Stream the Dragonboat Opening Ceremonies and 8B, Summary of the Planes, Trains, and BBQ Event.

MOTION

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

The motion carried unanimously 4-0.

1
2 **IV. APPROVAL OF MINUTES – March 16, 2011**

3
4 **MOTION**

5
6 Kirby Smith moved for the approval of the minutes of March 16, 2011 as submitted,
7 seconded by Bob Grenier. The motion carried unanimously 4-0.
8

9 **V. PROCLAMATIONS/PRESENTATIONS**

10
11 **Tab 2) National Public Works Week 2011**

12
13 Mayor Wolfe read a proclamation designating May 15-21 as Public Works Week. He commended
14 the public works staff.
15

16 **Tab 3) Childhood Cancer Awareness Week April 17-23**

17
18 Mayor Wolfe read a proclamation designating April 17-23 as Childhood Cancer Awareness Week.
19

20 **VI) SWEARING IN BY CITY ATTORNEY AND DISCLOSURE OF EXPARTE CONTACTS**

21
22 Attorney Williams stated Tab 6 – Special Use Permit is the only quasi-judicial matter on the
23 agenda. He gave the oath to those who wished to give testimony. He asked Council if anyone
24 had ex-parte communications on this matter.
25

26 **VII) READING OF ALL ORDINANCES/RESOLUTIONS INTO THE RECORD**

27
28 Ms. Barnett read the following ordinances and resolutions by title only:
29

30 **ORDINANCE 2011-01**

31
32 **AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA; AMENDING THE**
33 **LAND DEVELOPMENT REGULATIONS BY AMENDING CHAPTER 22,**
34 **BUILDINGS AND BUILDING REGULATIONS, BY REPEALING IN ITS**
35 **ENTIRETY, SECTION 22-4, STANDARD HOUSING CODE AND REPLACING IT**
36 **WITH SECTION 22-4, PROPERTY MAINTENANCE CODE; THUS ADOPTING**
37 **THE 2009 INTERNATIONAL PROPERTY MAINTENANCE CODE TO**
38 **REGULATE AND GOVERN THE CONDITIONS AND MAINTENANCE OF ALL**
39 **PROPERTIES, BUILDINGS AND STRUCTURES IN THE CITY OF TAVARES;**
40 **PROVIDING FOR SEVERABILITY AND CONFLICTS; SUBJECT TO THE**
41 **RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF**
42 **TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.**
43

44 **ORDINANCE 2011-04**

45
46 **AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA AMENDING THE**
47 **LAND DEVELOPMENT REGULATIONS; BY AMENDING CHAPTER 8,**

1 SECTION-11(D)(1), PERMITTED ACCESSORY USES AND STRUCTURES IN
2 RESIDENTIAL DISTRICTS, BY AMENDING CLAUSE (g) TO SPECIFICALLY
3 ALLOW PRIVATE DOCKS, HOUSING AND LANDING OF SEAPLANES
4 PROVIDED THAT SUCH STRUCTURES COMPLY WITH STATE AND/OR
5 FEDERAL REGULATIONS WHEN APPLICABLE, SUBJECT TO THE RULES,
6 REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES
7 COUNCIL; PROVIDING AN EFFECTIVE DATE.
8

9 RESOLUTION 2011-06

10
11 A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, APPROVING A
12 SPECIAL USE PETITON FOR THE OPERATION OF A PUBLIC SCHOOL ON
13 APROXIMATELY 20 ACRES OF PROPERTY LOCATED SOUTH OF WOODLEA
14 ROAD AND MORE ACCURATELY DESCRIBED WITHIN THIS RESOLUTION;
15 SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED
16 BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.
17

18 RESOLUTION 2011-07

19
20 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAVARES,
21 FLORIDA, AUTHORIZING THE RELEASE OF THE AUTOMATIC, STATUTORY
22 RESERVATION OF PETROLEUM AND MINERAL RIGHTS UNDER SECTION
23 270.11(1), FLORIDA STATUTES (2010) ON PROPERTY LOCATED AT
24 WOODLEA ROAD IN TAVARES, FLORIDA, DESCRIBED ON EXHIBIT "A";
25 AND PROVIDING AN EFFECTIVE DATE.
26

27
28 VIII) CONSENT AGENDA

29
30 None

31
32 IX. ORDINANCES/RESOLUTIONS – PUBLIC HEARING

33
34 Tab 4) Ordinance #2011-01 – Amendment to Land Development Regulations – Building
35 Regulations – Adoption of International Property Maintenance Code – Second Reading
36

37 Mr. Skutt presented the following report:
38

39 *On May 5, 2002, the City of Tavares adopted the 1997 edition of the Standard Housing Code,*
40 *published by the Southern Building Code Congress International, Inc., as the governing law for*
41 *minimum housing standards in Tavares. Since that date, the Southern Building Code Congress*
42 *International, or SBCCI, has been incorporated into the International Code Council or ICC, for the*
43 *purpose of developing a single set of coordinated national model building codes. Florida has*
44 *adopted the ICC codes as the state's building code.*
45

46 *The Standard Housing Code, adopted in our Land Development Regulations, is no longer in print*
47 *or readily available and in fact, the city does not have a copy of this code to refer to for*

1 enforcement. Although not mandatory, many local governments that enforce property standards
2 have adopted ICC's Property Maintenance Code thus insuring coordination with state building
3 codes.

4
5 The proposed ordinance repeals the adoption of the old Standard Housing Code and adopts in
6 replacement the 2009 International Property Maintenance Code with the following exceptions:

7
8 1. The administration and enforcement procedures for property standards will continue in the
9 same manner as specified in our Code of Ordinances.

10 2. The City's Building Official or Fire Marshall shall enforce emergency measures needed to
11 safeguard life against situations such as building collapse and the presence of explosive fumes or
12 gases.

13 3. The section governing weeds in the ICC code is not adopted since it conflicts with our City's
14 present regulations governing accumulation and excessive growth. It is staff's opinion that these
15 present standards are adequate.

16
17 Mayor Wolfe asked Council if they had questions and if anyone in the audience wished to speak
18 on this ordinance.

19
20 **MOTION**

21
22 **Bob Grenier moved to approve Ordinance #2011-01, seconded by Kirby Smith. The motion**
23 **carried unanimously 4-0.**

24
25 **Tab 5) Ordinance #2011-04 – Amendment to Land Development Regulations to Include**
26 **Docking and Housing of Seaplanes as Accessory Use – Second Reading**

27
28 Mr. Skutt gave the following report:

29
30 On October 21, 2009, the City of Tavares officially became "**America's Seaplane City**". The city
31 has embraced this brand with the construction and operation of the **Tavares Seaplane Base and**
32 **Marina**. The City actively encourages commercial development related to the Seaplane Industry
33 as well as the private usage of seaplanes for recreational purposes and as an alternate and
34 unique mode of transportation.

35
36 A citizen from Tavares has recently asked if our Land Development Regulations would allow
37 private docking, landing and housing for seaplanes as an accessory use in waterfront residential
38 zonings. Although our code does recognize these uses for boats, it does not specifically mention
39 that the same accessory structures and uses are allowed for seaplanes which could put staff in
40 the position of having to make an interpretive decision that could be challenged. Both the
41 inquiring citizen and staff believe that "**America's Seaplane City**" should have provisions in our
42 code that would allow both seaplane and boat related accessory uses.

43
44 The proposed amendment to Chapter 8, Section 11(D) (1) (g) of the Land Development
45 Regulations is a simple change that would allow private docks, boathouses and landing places for
46 seaplanes, water vessels and boats provided that such structures maintain the same side yard as

1 *that required by the principal structure, and further that such structures comply with State and/or*
2 *Federal regulations when applicable.*

3
4 Mayor Wolfe asked Council if anyone had questions and if the audience wished to speak on this
5 ordinance.

6
7 **MOTION**

8
9 **Bob Grenier moved to approve Ordinance #2011-04, seconded by Kirby Smith. The motion**
10 **carried unanimously 4-0.**

11
12 **Tab 6) Resolution #2011-06 – Special Use Permit for School on Woodlea Property**

13
14 Mr. Skutt gave the following report:

15
16 *On February 2, 2011, City Council approved an Interlocal Agreement between Tavares, Lake*
17 *County and the Lake County School Board pertaining to land transfers that included the transfer*
18 *of title of approximately 20 acres of city owned property located about 300 feet south of Woodlea*
19 *Road. The Lake County School Board has determined that this property would be appropriate for*
20 *the site of a future public school. The approved Interlocal Agreement states that the City shall*
21 *apply, on behalf of the School Board, to rezone this property to a zoning designation that would*
22 *allow the use of this property as a school facility.*

23
24 *This property is zoned Public Facilities District (PFD) and use of this property for a public school*
25 *requires City Council to approve a permit for a Special Use under the city's Land Development*
26 *Regulations.*

27
28 *City staff concurs with the School Board that this would be an ideal site for a future school. The*
29 *property is relatively close to our downtown, is near an adequate access road and is across the*
30 *street from the Woodlea Sports Complex where sports facilities may be shared. Since the actual*
31 *school construction may occur several years in the future, the special use permit is conditioned*
32 *so that the proposed facility will comply with all applicable regulations in force at the time of*
33 *construction.*

34
35 Mr. Skutt noted that this resolution was approved by the Planning & Zoning Board on March 17,
36 2011.

37
38 Mayor Wolfe asked Council if they had questions. He asked the audience if they wished to
39 comment.

40
41 **MOTION**

42
43 **Bob Grenier moved to approve Resolution #2011-06, seconded by Kirby Smith. The motion**
44 **carried unanimously 4-0.**

45
46 **Tab 7) Resolution #2011-07 – Release of Mineral Rights to Woodlea Property – Land Swap**
47 **with School Board**

1
2 Mr. Skutt reported that on February 2, 2011, City Council approved an Interlocal Agreement
3 between Tavares, Lake County and the Lake County School Board pertaining to land transfers
4 that included the transfer of title of approximately 20 acres of city owned property located about
5 300 feet south of Woodlea Road. Section 270.11(1) of the Florida Statutes summarily states that
6 local government agencies automatically retain mineral and petroleum rights on property they sell
7 unless they specifically release those rights. The School Board has requested that the city waive
8 these rights. This resolution effectively releases the city's interest in mineral and petroleum rights
9 on this property. The School Board and Lake County will be passing similar resolutions waiving
10 their rights on properties they presently own that are part of the land transfer interlocal.

11
12 Mayor Wolfe asked if Council had questions. He asked the audience if they wished to speak on
13 this matter.

14
15 **MOTION**

16
17 **Kirby Smith moved to approve Resolution #2011-07 for the release of mineral rights to the**
18 **Woodlea Property, seconded by Bob Grenier. The motion carried unanimously 4-0.**

19
20 **X. GENERAL GOVERNMENT**

21
22 **Tab 8) Request FDOT Retention Pond**

23
24 Ms. Barnett stated that this was an item that had been brought to Council at the March 4, 2011
25 City Council meeting by Mrs. Ragan.

26
27 Mrs. Ragan stated that on behalf of the Tavares Palm Garden Club she wished to request the
28 naming of the pond located in the Chris Daniels Park be named the "Welcome Lake" thus giving a
29 welcome to all who enter Tavares from the west. She said this park area is much admired
30 because of the fountain in the center. She noted the pond is in an area that once held a hardware
31 store, a bus stop, a restaurant, and a fish and tackle store and it has been turned into a park with
32 a retention pond.

33
34 Mayor Wolfe asked Council if they had comments and if the audience wished to speak.

35
36 **MOTION**

37
38 **Kirby Smith moved to rename the retention pond at US 441 and Lakeshore Blvd.,**
39 **"Welcome Lake", seconded by Bob Grenier. The motion carried unanimously 4-0.**

40
41 **Tab 8A) Approval to Live Stream the Dragonboat Event Opening Ceremonies.**

42
43 Mr. Drury stated that as part of the Sister City Initiative it was suggested that the opening
44 ceremonies be live streamed to the Tavares residents and the Xindian residents. He discussed
45 the dignitaries that were expected to attend. He said the cost is about \$1000 to live stream the
46 event. The Mayor has obtained a donation of \$1,000 from the Taiwanese consulate to cover the
47 live streaming of the ceremonies.

1
2 Mayor Wolfe asked for comment from the audience.

3
4 **MOTION**

5
6 **Bob Grenier moved to accept the \$1,000 donation secured by Mayor Wolfe, seconded by**
7 **Kirby Smith. The motion carried unanimously 4-0.**

8
9 **Tab 8B) Summary of Planes, Trains and BBQ Event and Colt Ford Concert**

10
11 Mr. Drury requested Mr. Neron to give an update on the Planes, Trains and BBQ Event, Ms.
12 Rogers on the Colt Ford concert, and Ms. Houghton on the financial report,

13
14 Mr. Neron noted it was another successful event and was the 4th annual event. He discussed the
15 steady attendance throughout the park. There were 30 BBQ teams; the most since the first event.
16 He mentioned the events held in City Hall on the train and historical themes, and the car show on
17 Main Street.

18
19 Ms. Rogers reported that it was a successful concert; 2,386 tickets were sold. Approximately 50%
20 were from outside of the county. She noted three bands were offered. There was one food vendor
21 in the concert site and they indicated that they were pleased with their sales.

22
23 Ms. Houghton distributed a preliminary financial report to Council. Ticket sales totaled \$36,970;
24 sponsors \$2500; Chamber of Commerce is estimated at \$2500; Colt Ford Merchandise \$300;
25 parking fees \$325. She noted total expenses without overtime are \$56,561.97. More tickets were
26 sold the day of the event than prior to the event. The report will be updated once the overtime
27 costs are known.

28
29 Mayor Wolfe asked if the audience had questions.

30
31
32 **XI. OLD BUSINESS**

- 33
34
- 35 • Councilmember Smith asked if the Request for Proposals had gone out for banking
36 services. Ms. Houghton said staff is currently reviewing the RFP and it will go out by the
37 end of the month.
 - 38 • Councilmember Pfister said she was confused about parking during the concert on Ruby
39 Street. She asked about the locations that were selected for the electrical vehicle charging
40 stations and why Ruby Street was not chosen.

41
42 Mr. Drury responded that selecting the stations was contingent on costs to the city and that a
43 major factor was where power already existed. He said the grant would not pay for bringing
44 power to the unit. He said eventually a station will be placed at the location once funding is
45 available.

46
47 Mr. Thompson confirmed this was correct and that they were located close to a power source.

1
2 Councilmember Pfister asked if they would be designated for electrical vehicles only. Mr.
3 Thompson said the signs are already in place. Councilmember Pfister asked if the Police
4 Department will be enforcing this. Mr. Drury said that was correct.

5
6 **XII. NEW BUSINESS**

7
8 None.

9
10 **XIII. AUDIENCE TO BE HEARD**

11
12 **Betty Burleigh, 214 North New Hampshire Avenue**

13
14 Ms. Burleigh thanked the City for allowing the Historical Society to have a table at the train exhibit
15 and noted they made \$52.00.

16
17 Ms. Burleigh said her husband has been driving by the ball field at the elementary school and the
18 lights have been on during the day.

19
20 Mr. Thompson said the lights are under a timer and he will look into it.

21
22 **XV. REPORTS**

23
24 **Tab 12) City Administrator**

25
26 Mr. Drury stated the staff did a phenomenal job at the concert and noted it was the first gated
27 concert the city has put on and it had been a learning experience. He said a lot of departments
28 got involved with putting on the event and it had gone very well. He thanked Council for their
29 support and assistance during the event as well.

30
31 **Attorney Williams**

32
33 **Finance Director**

34
35 **Fire Chief**

36
37 Chief Keith distributed a flyer on a fundraising public safety spaghetti dinner on May 1 from 3-7
38 p.m. at the Civic Center to support Corporal Paula Crow.

39
40 **Chief Lubins**

41
42 **Communications Director**

43
44 Ms. Ross reported on the national medical coverage the city has received recently in Florida
45 Trend and in USA Today for the Don't Flush program.

46
47 **City Clerk**

1
2 **Utility Director**

3
4 **Community Services Director**

5
6 Ms. Rogers asked for support for the city's Dragonboat team participating in the Dragonboat
7 competition Saturday.

8
9 **Tab 14) City Council**

10
11 **Councilmember Pfister**

- 12
13
 - 14 • Thanked Ms. Rogers for her leadership and the rest of the staff for their work at the
15 concert.

16 **Councilmember Gamble**

17
18 **Vice Mayor Grenier**

- 19
20
 - 21 • Stated he concurred with Councilmember Pfister and that Ms. Rogers and the staff
22 deserved a standing ovation.
 - 23 • Noted he had overheard someone discussing the concert who asked him who would be
24 the band next year.

25 **Councilmember Smith**

- 26
27
 - 28 • Recognized the successful Sunnyland Boat Show held the prior weekend. Said he had
29 attended several receptions at that event and that only one person was from Lake County
30 and only two from Florida—the rest were from out of state and many positive remarks
31 were received from those attending.
 - 32 • Commended the Tavares Police Department. Asked that Lieutenant Myers pass his
33 appreciation to the Police Department for their professionalism in interacting with the
34 public.

35 **Mayor Wolfe**

- 36
37
 - 38 • Commended the staff for their outstanding work for the last four weeks of events noting
39 there were two more to come and that their efforts were very appreciated.

40 **Adjournment**

41
42 There was no further business and the meeting was adjourned at 4:48 p.m.

43
44 Respectfully submitted,

45 
46 Nancy A. Barnett
47 Nancy A. Barnett, C.M.C., City Clerk

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: April 20, 2011**

AGENDA TAB NO. 2

SUBJECT TITLE: Presentation of Dispatch Officer of the Year

OBJECTIVE:

Lt. Myers will make the presentation of Dispatch Officer of the Year for 2011

SUMMARY:

N/A

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

N/A

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: April 20, 2011**

AGENDA TAB NO. 3

SUBJECT TITLE: Proclamation for Take Our Daughters and Sons to Work Day

OBJECTIVE:

The Mayor will read a proclamation designating April 28, 2011 as Take Our Daughters and Sons to Work Day

SUMMARY:

The City has traditionally participated in this one day program to encourage employees to bring their daughters and sons to work to learn about government services and career opportunities.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

N/A



PROCLAMATION

WHEREAS, The Take Our Daughters And Sons To Work Foundation promotes the annual observance of Take Our Daughters And Sons To Work® Day to help our nation's daughters and sons reach their full potential in school, in family life, in the community, and in their future work lives; and

WHEREAS, Take Our Daughters And Sons To Work® Day is making a positive difference in the lives of our youth through creating a wide range of experiences to instill the confidence necessary to acquire the skills and attitudes to live full lives; and

WHEREAS, through this educational experience, girls and boys begin to see the connection between studied subjects like math, English, and science, and how they are applied to the "real" world. As a result, girls and boys are given the opportunity to explore the workplace and apply the experience to their everyday studies; and

WHEREAS, girls and boys want and expect a future in which they are able to be involved in all parts of their lives.

WHEREAS, this program exposes girls and boys to a wealth of job possibilities and future opportunities, it also maintains its commitment to ensure that all our nation's daughters and sons have a chance to participate in the program.

WHEREAS, this program is a public education campaign that amplifies the voices of girls and boys, shares the vision of our nation's daughters and sons for a better future, and works to help girls and boys make their vision for today their reality of tomorrow;

NOW, THEREFORE, BE IT RESOLVED, the City of Tavares hereby proclaims April 28th, 2011, as

TAKE OUR DAUGHTERS AND SONS TO WORK® DAY

and urge all businesses and organizations to support the program and its participants, enabling students to realize their full potential and reach their dreams.

PASSED AND DULY ADOPTED on this 20th day of April, 2011.

Mayor Robert Wolfe
City of Tavares

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: April 20, 2011**

AGENDA TAB NO. 4

SUBJECT TITLE: Affordability Evaluation Report for Utilities Capital Projects

OBJECTIVE:

To present findings of affordability and analysis prepared by Malcolm Pirnie to demonstrate the affordability of assuming additional debt within the Water and Sewer Utility in the amount of \$8,262,260 from the State Revolving Loan Fund (FDEP) and \$15,805,000 from the USDA Rural Development Agency. Projects to be funded with SRF loans include Phases 1, 2 and 3 of the Water Reclamation Project, and the project to be funded with USDA Funding provides for the replacement and upgrading of water and sewer infrastructure within the Community Redevelopment Area.

SUMMARY:

Previously the Council and citizens of Tavares participated in visioning sessions to determine how the City should grow. From these meetings, a City vision was determined and a Downtown Redevelopment Master Plan was prepared and adopted by the City Council on October 5, 2008.

The 169 page Master Redevelopment Plan included an "Implementation Plan" for needed improvements to meet the vision established by Tavares citizens and the City Council. The "Implementation Plan" for the improvements included replacements and upgrades to existing water and sewer infrastructure. An assessment of the downtown water and sewer lines resulted in the findings that many of the existing collection and distribution lines were more than 40 years of age consisting of clay or galvanized pipes. Most pipes were found to be cracked or broken. Due to the condition of the lines they are inadequate to provide water and sewer service to a growing, vibrant, and robust downtown mixed-use business community.

To accomplish the goal of improving water and sewer lines in the downtown and Community Redevelopment area in anticipation of an expanding business and mixed used community, funding sources were sought and identified. USDA loan and grant funding was awarded to the City in May 2010 to accomplish the downtown utility improvements. In addition to Water and Sewer line improvements the project will provide ancillary benefits for roads and sidewalks within the downtown area.

A timeline of events for obtaining USDA funding to date is provided below:

- The Utilities Department submitted an application to the USDA to secure the grant and loan funds to rehabilitate the aging CRA infrastructure.
- On May 10, 2010, the USDA issued a letter of condition providing the City a \$1,195,000 grant and \$15,805,000 low interest loan for a total of \$17 million to reconstruct the downtown and CRA water and sewer system. At this time staff estimated annual debt service on the \$15,805,000 low interest loan of 3.25% over 38 years as \$730,350 per year. The recommended source of funding for this debt service is \$300,000 from the Renewal and Replacement fund, \$300,000 from those funds pledged for retiring debt service and \$130,350 from Impact Fees. The Impact Fee fund has approximately \$5 million in available funds: an Impact Fee Waiver program is currently in place to attract development within the City.

- On May 17, 2010, the City Council approved and accepted the USDA Letter of Conditions dated May 10, 2010 for acceptance of the USDA Loan and Grant and authorized the Mayor to sign the Letter of Conditions and related forms for acceptance of the USDA Loan.
- On July 7, 2010, the City's consultant, Malcolm Pirnie, provided an overview of the condition of the current infrastructure within the downtown and CRA areas. In addition they provided additional detail on possible cost savings that replacement of the system would provide.
- On November 17, 2010, the City adopted Resolution 2010-15 authorizing the issuance of debt for acceptance of an amount not to exceed \$15,806,000 from the USDA for a low interest loan where proceeds will be used to upgrade the Water and Sewer infrastructure system in the downtown CRA areas.
- On January 19, 2011, the City Council approved Resolution 2011-03 which expresses the City's intent to issue Tax-Exempt debt to acquire, construct and equip improvements to the City's Water and Sewer System.

In addition to Water and Sewer Improvements needed in the Downtown Community Redevelopment Area, the City is also in the process of renewing the City's Consumptive Use Permit (CUP) with Saint John's River Water Management District (SJRWMD) which expired last year (October 2010). As a condition of renewing the City's CUP which allows the City to pump water from the Floridan Aquifer to meet water consumption needs of our current residents as well as future residents and businesses, the City is required to include a plan for alternative water supplies in order to reduce the impact of withdrawals from the aquifer.

The permit process ensures that the City is making every effort to conserve the local water resources to the highest degree and to develop alternative resources. The SJRWMD has an active agreement with the City of Tavares to assist in funding reclaimed water research, planning, design, and permitting and construction activities within the Tavares utility service area. This is in conjunction with the District's alternative water resources program. The SJRWMD assistance in funding the reclaim system has been awarded as a grant in the amount of \$1,000,000 and will be used toward Phase 1 and Phase 2 of the project.

Part of the planning initiatives for the Reclamation Project required identifying and applying for available funding sources. The City has over the past three years applied for various grants and funding opportunities to accomplish the project. The City was awarded funding by the FDEP through the State Revolving Loan Program for Preconstruction and Phase 1 of the project.

A timeline of events for obtaining SRF Funding from FDEP for the Water Reclamation project is provided below:

- On January 21, 2009, the City Council approved Resolution 2009-01 which provided authorization for application to FDEP for the City of Tavares Water Reclamation Project. This request included all phases of the project estimated at \$16,541,549.
- On March 4, 2009, the City Council authorized an SRF Pre-construction Loan with FDEP pre-construction activities in the amount of \$1,027,466. The pre-construction loan provided funding for design and planning activities for the reclaim project.
- On January 5, 2011, the City Council approved Resolution 2011-02 which authorized application to FDEP for loan funding of Phase 1 construction activities for the project which includes reclaim water mains and a ground storage tank.

- On January 16, 2011, the City issued Bid Number ITB-2011-0009-0-211/JR for Phase 1 of the reclaim project which will be funded by the SRF Loan request before you. The bid was closed on March 10, 2011 and is under review and ranking. Additional review by FDEP is also required. Upon completion of the review and ranking of submitted bids, results will be tabulated and presented to the City Council for approval of the ranking and award of the bid.

As the anticipated cost to borrow funds to construct the projects (Water Reclamation Project and the CRA Water and Sewer Improvement Project) is in excess of \$24,067,260, and the City's rate study does not address debt service requirements for both projects, an affordability analysis was prepared by Malcolm Pirnie to demonstrate the City's ability to absorb the additional debt within the constraints of the current utility rate structure. The current rate structure (including impact fees) was prepared by Brown & Caldwell in May of 2009 and adopted by the City Council on June 17, 2009.

Malcolm Pirnie has prepared an overview and PowerPoint presentation of their analysis and conclusions. The analysis *does not* address Financial Statement Impact (GASB/GAAP). The analysis addresses the effect of cash flows from operations, transfers to renewal and replacement infrastructure (RR&I), impact fee collections, reserves, bond covenants, and debt service coverage.

The study uses several assumptions for the analysis such as customer growth, consumer price index projections, operation and maintenance costs, as well as anticipated connections to the Reclaim System.

In order to provide an additional level of assurance, the analysis has been provided to the City's Financial Advisor, Mark Galvin of First Southwest, and the City's Rate Consultant, Mike Rocca of Rafelis Financial Consultants for their review and consideration.

After collecting data, meeting with City Staff and Financial Consultants for the City, an "Affordability Analysis" completed by Malcolm Pirnie is planned to be presented to Council this evening. In order to allow the City Council sufficient time to review the findings and conclusions presented by Malcolm Pirnie, this item will be brought back to the City Council at the May 4, 2011 Council meeting for acceptance or non-acceptance of the report. No action is requested to be taken on this item tonight.

OPTIONS:

1. Move to allow Malcolm Pirnie to present "Affordability Analysis Report" for incurring additional Water and Sewer debt with FDEP SRF and USDA Rural Development.
2. Move to not allow Malcolm Pirnie to present the report.

STAFF RECOMMENDATION:

Staff recommends that Council allow Malcolm Pirnie to present "Affordability Analysis Report" and Powerpoint.as prepared.

FISCAL IMPACT:

LEGAL SUFFICIENCY: This summary meets legal sufficiency.

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: April 20, 2011**

AGENDA TAB NO. 5

SUBJECT TITLE: Approval to execute State Revolving Fund Loan WW350910 for Reclaimed Water Facility Construction Phase 1

OBJECTIVE:

To authorize staff to execute State Revolving Fund (SRF) Loan documents with Florida Department of Environmental Protection (FDEP) for Phase 1 Construction of the Water Reclamation Project (Reuse Water). The project includes funding for reclaim water mains and a ground storage tank.

SUMMARY:

The City of Tavares water resources are managed by the St. Johns Water Management District (SJRWMD). The district regulates the location and volume of water withdrawn from the aquifer by all users within their region. The City must complete a consumptive use permit (CUP) this coming year due to expiration of the current permit to remain in compliance with the requirements established by the SJRWMD.

The permit process ensures that the City is making every effort to conserve the local water resources to the highest degree and to develop alternative resources. The SJRWMD has an active agreement with the City of Tavares to assist in funding reclaimed water research, planning, design, and permitting and construction activities within the Tavares utility service area. This is in conjunction with the District's alternative water resources program.

The SJRWMD assistance in funding the reclaim system has been awarded as a grant in the amount of \$1,000,000 and will be used toward Phase 1 and Phase 2 of the project.

On January 21, 2009, the City Council approved Resolution 2009-01 which provided authorization for application to FDEP for the City of Tavares Water Reclamation Project. This request included all phases of the project estimated at \$16,541,549.

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

On January 5, 2011, the City Council approved Resolution 2011-02 which authorized application to FDEP for loan funding of Phase 1 construction activities for the project which includes reclaim water mains and a ground storage tank.

On January 16, 2011, the City issued Bid Number ITB-2011-0009-0-211/JR for Phase 1 of the reclaim project which will be funded by the SRF Loan request before you. The bid was closed on March 10, 2011 and is under review and ranking. Additional review by FDEP is also

April 12, 2011

required. Upon completion of the review and ranking of submitted bids, results will be tabulated and presented to the City Council for approval of the ranking and award of the bid.

As Florida's population continues to increase, the need to find alternative sources of water to supplement traditional low cost groundwater supplies is being mandated by state regulations. One of the more readily available and cost effective alternative water sources is reclaimed water.

OPTIONS:

1. **Move to Authorize** the City Administrator to execute loan documents with the Florida Department of Environmental Protection State Revolving Loan Fund (WW350910) for Phase 1 of the Water Reclamation Project in the amount of 4,902,260 including capitalized interest.
2. **Do Not Authorize** the City Administrator to execute loan documents with the Florida Department of Environmental Protection State Revolving Loan Fund (WW350910) for Phase 1 of the Water Reclamation Project in the amount of 4,902,260 including capitalized interest.

STAFF RECOMMENDATION:

Move to Authorize the City Administrator to execute loan documents with the Florida Department of Environmental Protection State Revolving Loan Fund (WW350910) for Phase 1 of the Water Reclamation Project in the amount of 4,902,260 including capitalized interest.

FISCAL IMPACT:

Debt service requirements for this project were included in the City's most recent Water, Wastewater, and Reclaim Water Rate Study. Annual Debt Service obligations for Phase 1 construction activities are *estimated* at \$315,312 (including coverage and capitalized interest); the first semi-annual debt service payment is anticipated to begin September 15, 2012.

LEGAL SUFFICIENCY:

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

FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION

AND

CITY OF TAVARES, FLORIDA

CLEAN WATER STATE REVOLVING FUND

LOAN AGREEMENT

WW350910

Florida Water Pollution Control Financing Corporation
1801 Hermitage Boulevard
Tallahassee, Florida 32308

CLEAN WATER STATE REVOLVING FUND LOAN AGREEMENT

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CLEAN WATER STATE REVOLVING FUND LOAN AGREEMENT

WW350910

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

WITNESSETH:

WHEREAS, pursuant to Sections 403.1835 and 403.1837, Florida Statutes (the "State Act"), the Corporation is authorized to make loans to local government agencies to finance or refinance the construction of wastewater pollution control facilities, the planning and design of which have been reviewed by the State of Florida Department of Environmental Protection (the "Department"); and

WHEREAS, in accordance with the provisions of the State Act and a Service Contract dated as of June 1, 2001 (as amended from time to time, the "Service Contract") between the Corporation and the Department, the Department has responsibility for the performance of various activities in connection with such loans; and

WHEREAS, funding is provided from the State Revolving Fund program repayments and interest, which are Federally protected but which are subject to state audit requirements; and

WHEREAS, the Local Borrower has made application for the financing of the Project (as hereinafter defined), and the Corporation and the Department have determined that such Project meets all requirements for a loan and have agreed to make a loan to the Local Borrower as set forth in this Agreement (the "Loan"); and

WHEREAS, in accordance with the provisions of a Master Trust Indenture dated as of June 1, 2001 (as supplemented and amended from time to time, the "Indenture") between the Corporation and U.S. Bank Trust National Association, as trustee (together with any successor trustee, the "Trustee"), the Corporation is authorized to issue bonds (the "Bonds") from time to time to fund loans pursuant to the State Act and to refund bonds issued by the Corporation; and

WHEREAS, the Loan and all payments of principal and interest thereon, including prepayments, and all proceeds thereof, but excluding the Loan Service Fee (as such term is hereinafter defined), have been pledged and assigned to the Trustee under the Indenture as security for the payment of principal of, premium, if any, and interest on the Bonds; and

WHEREAS, pursuant to the provisions of the State Act, the Service Contract and the Indenture, and as provided herein, the Corporation and the Department will cooperate to assure continuing compliance with the various requirements and separate duties and responsibilities arising from the issuance of the Bonds and the loans made by the Corporation.

NOW, THEREFORE, in consideration of the Corporation loaning money to the Local Borrower, in the principal amount and pursuant to the covenants hereinafter set forth, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

In addition to the words and terms elsewhere defined in this Agreement, the following words and terms shall have the meanings set forth below:

- (1) "Agreement" or "Loan Agreement" shall mean this loan agreement.
- (2) "Authorized Representative" shall mean the official or officials of the Local Borrower authorized by ordinance or resolution to sign documents associated with the Loan.
- (3) "Capitalized Interest" shall mean a finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.
- (4) "Code" means the Internal Revenue Code of 1986, the Treasury Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable.
- (5) "Defeasance Obligations" means:
 - (a) Direct obligations of, or obligations the prompt payment of principal and interest on which are fully guaranteed by, the United States of America which are not callable prior to maturity (except at the option of the holder thereof);
 - (b) Bonds, debentures, notes or other evidences of indebtedness issued or fully insured or guaranteed by any agency or instrumentality of the United States of America which are backed by the full faith and credit of the United States of America and which are not callable prior to maturity (except at the option of the holder thereof);
 - (c) Resolution Funding Corp. (REFCORP) obligations which are not callable prior to maturity (except at the option of the holder thereof); and
 - (d) Obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable prior to maturity or as to which irrevocable determination to call such obligations prior to maturity shall have been made by the issuer thereof, and for the payment of the principal of, premium, if any, and interest on which provision shall have been made by the irrevocable deposit with a bank or trust company acting as a trustee or escrow agent for owners of such obligations of securities described in clauses (a), (b) or (c), the maturing principal of and interest on which, when due and payable, will provide sufficient moneys to pay when due the principal of, premium, if any,

and interest on such obligations, and which securities are not available to satisfy any other claim, including any claim of the trustee or escrow agent or of any person claiming through the trustee or escrow agent or to whom the trustee or escrow agent may be obligated.

(6) "Depository" shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or savings and loan business in the State and insured by the Federal Deposit Insurance Corporation.

(7) "Fiscal Year" shall mean the period commencing on October 1 of each year and ending on September 30 of the succeeding year.

(8) "Financing Rate" shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan. The Financing Rate shall consist of an interest rate component and a Grant Allocation Assessment rate component.

(9) "Grant Allocation Assessment" shall mean an assessment, expressed as a percent per annum, accruing on the unpaid balance of the Loan. It is computed similarly to the way interest charged on the Loan is computed and is included in the Semiannual Loan Payment. After paying or providing for the payment of debt service on the Bonds, the Department will use Grant Allocation Assessment moneys for making grants to financially disadvantaged small communities pursuant to Section 403.1835 of the Florida Statutes.

(10) "Gross Revenues" shall mean all income or earnings received by the Local Borrower from the ownership or operation of its Water and Sewer Systems, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Water or Sewer System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Water or Sewer System.

(11) "Loan Application" shall mean the completed form which provides all information required to support obtaining construction loan financial assistance.

(12) "Loan Debt Service Account" shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Local Borrower for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(13) "Loan Service Fee" shall mean an origination fee which shall be paid by the Local Borrower.

(14) "Monthly Loan Deposit" shall mean the monthly deposit to be made by the Local Borrower to the Loan Debt Service Account.

(15) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Water and Sewer Systems determined pursuant to generally accepted

accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(16) "Pledged Revenues" shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Water and Sewer Systems after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of the Senior Revenue Obligations and any senior obligations issued pursuant to Section 7.02 of this Agreement.

(17) "Project" shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to construct the reuse distribution facilities project in accordance with the plans and specifications accepted by the Department for the following "City of Tavares Reclaimed Water Main Project Phase 1" contract.

The Project is in agreement with the "Tavares Reclaimed Water Facilities Plan" dated March 2009 and accepted by the Department effective November 16, 2009. Approval of this Project is provided by the Florida Categorical Exclusion Notification dated May 22, 2009 and no adverse comments were received.

(18) "Semiannual Loan Payment" shall mean the payment due from the Local Borrower at six-month intervals.

(19) "Senior Revenue Obligations" shall mean the following debt obligations:

(a) City of Tavares, Florida, Water and Sewer System Revenue Refunding Bonds, Series 2002, issued in the amount of \$2,355,000, pursuant to Resolution No. 2002-08; and

(b) City of Tavares, Florida, Water and Sewer System Revenue Bonds, Series 2000, issued in the amount of \$4,705,000, pursuant to Resolution No. 93-01, as supplemented; and

(c) Additional bonds issued on a parity with the obligations identified above pursuant to Section 18.O of Resolution No. 93-01; and

(d) Any refunding bonds issued to refund the obligations identified above provided such bonds shall not increase annual debt service during the repayment period of this Loan.

(20) "Sewer System" shall mean all facilities owned by the Local Borrower for collection, transmission, treatment and reuse of wastewater and its residuals.

(21) "State" means the State of Florida.

(22) "Tax-Exempt Bonds" means Bonds the interest on which is intended on their date of issuance to be excludable from gross income of the holders thereof for federal income tax purposes.

(23) "Water System" shall mean all facilities owned by the Local Borrower for supplying and distributing water for residential, commercial, industrial, and governmental use.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. GENERAL WARRANTIES, REPRESENTATIONS AND COVENANTS

The Local Borrower warrants, represents and covenants that:

(1) The Local Borrower has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Borrower currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Borrower's knowledge, threatened, which seeks to restrain or enjoin the Local Borrower from entering into or complying with this Agreement.

(4) All permits, real property interests, and approvals required as of the date of this Agreement have been obtained for construction and use of the Project. The Local Borrower knows of no reason why any future required permits or approvals are not obtainable.

(5) The Local Borrower shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Local Borrower shall release and hold harmless the State, its agencies, the Corporation, and each of their respective officers, members, and employees from any claim arising in connection with the Local Borrower's actions or omissions in its planning, engineering, administrative, and construction activities financed by this Loan or its operation of the Project.

(7) All Local Borrower representations to the Corporation and the Department, pursuant to the Loan Application and this Agreement, were and are true and accurate as of the date the Loan Application and this Agreement were each executed by the Local Borrower. The financial information delivered by the Local Borrower to the Department was current and correct as of the date such information was delivered. The Local Borrower shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or this Agreement. To the extent

that any assurance, representation, or covenant requires a future action, the Local Borrower shall take such action as is necessary for compliance.

(8) The Local Borrower shall maintain records using generally accepted governmental accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Borrower shall keep accounts of the Water and Sewer Systems separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Water and Sewer Systems, and of the Pledged Revenues, Loan disbursement receipts and Loan Debt Service Account.

(9) In the event the anticipated Pledged Revenues are shown by the Local Borrower's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Local Borrower shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Local Borrower shall collect such funds for application as provided herein. The Local Borrower shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Local Borrower to levy or appropriate ad valorem tax revenues; or preventing the Local Borrower from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(10) Each Fiscal Year, beginning three months before the first Semiannual Loan Payment and ending with the Fiscal Year during which the final Loan repayment is made, the Local Borrower's Authorized Representative or its chief financial officer shall submit, pursuant to the schedule established in Section 10.07, a certification that: (a) Pledged Revenues 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.

(11) Pursuant to Section 216.347 of the Florida Statutes, the Local Borrower shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(12) The Local Borrower 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 Borrower 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.

(13) The Local Borrower covenants that this Agreement is entered into for the purpose of constructing, refunding, or refinancing the Project which will in all events serve a public purpose. The Local Borrower covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(14) The Local Borrower shall take such actions, shall furnish and certify to such information and execute and deliver and cause to be executed and delivered such documents, certificates and opinions as the Corporation and/or the Department may reasonably require in connection with the Bonds, including, without limitation, any necessary continuing disclosure undertaking meeting the requirements of Securities and Exchange Commission Rule 15c2-12.

2.02. TAX WARRANTIES, REPRESENTATIONS AND COVENANTS

The Local Borrower acknowledges that the Corporation may issue Tax-Exempt Bonds with which to fund the Loan to the Local Borrower and that the maintenance of the tax-exempt status of any such Tax-Exempt Bonds will depend, in part, on the Local Borrower's compliance with the provisions of this Agreement. Accordingly, the Local Borrower warrants, represents and covenants that:

(1) Notwithstanding any other provisions of this Agreement, including specifically Section 2.02(8), if the Local Borrower shall be notified by the Corporation or the Department as of any date that any payment is required to be made to the United States Treasury in respect of Tax-Exempt Bonds the proceeds of which were used to fund the Loan (hereafter, the "Applicable Tax-Exempt Bonds"), and such payment is due to the failure of the Local Borrower to comply with this Agreement, the Local Borrower shall pay to the Trustee (for deposit to the applicable Subaccount of the Rebate Account established by the Indenture) the amount specified in the notice by the Corporation or the Department.

(2) The Local Borrower is a "governmental person" (as defined in Treasury Regulations §1.141-1(b)) (a "Governmental Unit") and it owns and operates the Project.

(3) The Local Borrower will not take any action or omit to take any action, which action or omission will adversely affect the exclusion from gross income of the interest on the Applicable Tax-Exempt Bonds for federal income tax purposes or cause the interest on the Applicable Tax-Exempt Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code, and in the event of such action or omission, promptly upon having such brought to its attention, it will take such reasonable actions based upon an opinion of any attorney or firm of attorneys of recognized standing and experience in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds and which attorney or firm of attorneys is acceptable to the Corporation ("Bond Counsel"), and in all cases at the sole expense of the Local Borrower, as may rescind or otherwise negate such action or omission. The Local Borrower will not directly or indirectly, use or permit the use of any proceeds of the Applicable Tax-Exempt Bonds or any other funds of the Local Borrower, or take or omit to take any action, that would cause the Applicable Tax-Exempt Bonds to be or become "arbitrage bonds" within the meaning of Section 148(a) of the Code or to fail to meet any other applicable requirement of Sections 141, 148, 149 and 150 of the Code or cause the interest on the Applicable Tax-Exempt Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code. To that end, the Local Borrower will comply with all requirements of Sections 141, 148, 149 and 150 of the Code to the extent such provisions apply to the Applicable Tax-Exempt Bonds. In the event that at any time the Corporation or the Department is of the opinion that it is necessary to restrict or limit the yield on the investment of any moneys held by the Local Borrower, the Corporation or

the Department shall so instruct the Local Borrower in writing and the Local Borrower shall so restrict the yield.

(4) The Local Borrower (or any "related party", as defined in Treasury Regulations §1.150-1(b)) is prohibited from purchasing and shall not purchase any Applicable Tax-Exempt Bonds other than purchases in the open market for the purpose of tendering them to the Trustee for purchase and retirement.

(5) The Local Borrower will take no action, or permit or suffer any action or event, which will cause any of the Applicable Tax-Exempt Bonds to be or become a "private activity bond" within the meaning of the Code. To that end, the Local Borrower will not permit more than 5% of the Project or portion thereof financed with Tax-Exempt Bonds to be used for a Private Business Use. The term "Private Business Use" means use directly or indirectly in a trade or business or any other activity carried on by any Private Person other than use as a member of, and on the same basis as, the general public. The term "Private Person" means any person other than a Governmental Unit. For this purpose, the United States or any agency or instrumentality thereof is not a Governmental Unit and is therefore a Private Person. For purposes of this paragraph (5), property is considered "used" by a Private Person if:

(i) it is owned by, or leased, to such Private Person;

(ii) it is operated, managed or otherwise physically employed, utilized or consumed by such Private Person, other than operation or management pursuant to an agreement that meets the conditions described in paragraph (6) below;

(iii) capacity in or output service from such property is reserved or committed to such Private Person under a take-or-pay, output, incentive payment or similar contract or arrangement;

(iv) such property is used to provide service to (or such service is committed to or reserved for) such Private Person on a basis or terms that are different from the basis or terms on which such service is provided (or committed or reserved) to members of the public generally (except possibly for the amount of use and any corresponding rate adjustment);

(v) such Private Person is a developer and a significant amount of the Project financed with proceeds of Tax-Exempt Bonds serves only a limited area substantially all of which is owned by such Private Person, or a limited group of developers, unless such improvement carries out an essential governmental function, such developer reasonably expects to proceed with all reasonable speed to develop the improvement and property benefited by that improvement, and the improvement is in fact transferred to a Governmental Unit promptly after the property benefited by the improvement is developed; or

(vi) substantial burdens and benefits of ownership of the Project financed with proceeds of Tax-Exempt Bonds are otherwise effectively transferred to such Private Person.

(6) Use of Bond-Financed Property.

(i) For purposes of this Agreement, the use by a Private Person of the Project financed with the proceeds of Tax-Exempt Bonds (the "Bond Financed Property") pursuant to a Qualified Use Contract (as hereafter defined) shall not be treated as a Private Business Use by such Private Person of such Bond-Financed Property or of funds used to finance or refinance such Bond-Financed Property.

(ii) An arrangement under which services are to be provided by a Private Person involving the use of all or any portion of, or any function of, the Bond-Financed Property (for example, management services for an entire facility or a specific department of a facility ("Use Contract")) is a "Qualified Use Contract" if all of the following conditions are satisfied:

(A) the compensation for services provided pursuant to the Use Contract is reasonable;

(B) none of the compensation for services provided pursuant to the Use Contract is based on net profits from operation of the Bond-Financed Property or any portion thereof;

(C) the compensation provided in the Use Contract satisfies one of the following subparagraphs:

(I) At least 95% of the compensation for each annual period during the term of the Use Contract is based on a periodic fixed fee and the term of the Use Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Bond-Financed Property and 15 years. For purposes of this subparagraph (ii), a "periodic fixed fee" means a stated dollar amount for services rendered for a specified period of time that does not increase except for automatic increases pursuant to a specified, objective external standard that is not linked to the output or efficiency of the Bond-Financed Property (e.g., the Consumer Price Index) and a "renewal option" means a provision under which either party to the Use Contract has a legally enforceable right to renew the Use Contract; or

(II) At least 80% of the compensation for each annual period during the term of the Use Contract is based on a periodic fixed fee and the term of the Use Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Bond-Financed Property and 10 years; or

(III) At least 50% of the compensation for each annual period during the term of the Use Contract is based on a periodic fixed fee, the term of the Use Contract, including all renewal options, does not exceed 5 years, and the Use Contract is terminable by the Local Borrower on

reasonable notice, without penalty or cause, at the end of the third year of the Use Contract term; or

(IV) All of the compensation for services is based on a capitation fee or a combination of a capitation fee and a periodic fixed fee, the term of the Use Contract, including all renewal options, does not exceed 5 years, and the Use Contract is terminable by the Local Borrower on reasonable notice, without penalty or cause, at the end of the third year of the Use Contract term. A "capitation fee" means a fixed periodic amount for each person for whom the Service Provider assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of service actually provided to covered persons varies substantially; or

(V) All of the compensation for services is based on a per-unit fee or a combination of a per-unit fee and a periodic fixed fee, the term of the Use Contract, including all renewal options, does not exceed 3 years and the Use Contract is terminable by the Local Borrower on reasonable notice, without penalty or cause, at the end of the second year of the Use Contract term. A "per-unit fee" means a fee based on a unit of service provided (e.g., a stated dollar amount for each specified procedure); or

(VI) All of the compensation for services is based on a percentage of fees charged or a combination of a per-unit fee and a percentage of revenue or expense fee, the term of the Use Contract, including all renewal options, does not exceed 2 years and the Use Contract is terminable by the Local Borrower on reasonable notice, without penalty or cause, at the end of the first year of the Use Contract term. This subparagraph (VI) applies only to (a) Use Contracts under which the Private Person primarily provides services to third parties, or (b) Use Contracts involving the Bond-Financed Property during an initial start-up period for which there have been insufficient operations to establish a reasonable estimate of the amount of the annual gross revenues (or gross expenses in the case of a Use Contract based on a percentage of gross expenses) (e.g., a Use Contract for general management services for the first year of operations), in which case, the compensation for services may be based on a percentage of gross revenues, adjusted gross revenues (i.e., gross revenues less allowances for bad debts and contractual and similar allowances) or expenses of the Bond-Financed Facilities, but not more than one.

For purposes of this paragraph (6)(ii)(C), a Use Contract is considered to contain termination penalties if the termination limits the Local Borrower's right to compete with the Private Person, requires the Local Borrower to purchase equipment, goods, or services from the Private Person, or requires the Local Borrower to pay liquidated damages for cancellation of the Use Contract. Another contract between the Private Person and the Local Borrower (for

example, a loan or guarantee by the Private Person) is considered to create a contract termination penalty if that contract contains terms that are not customary or arm's-length that could operate to prevent the Local Borrower from terminating the Use Contract. A requirement that the Local Borrower reimburse the Private Person for ordinary and necessary expenses, or restrictions on the hiring by the Local Borrower of key personnel of the Private Person, are not treated as contract termination penalties;

(D) The Private Person has no role or relationship with the Local Borrower, directly or indirectly, that, in effect, substantially limits the Local Borrower's ability to exercise its rights under the Use Contract, including cancellation rights. This requirement is satisfied if:

(I) The Private Person and its directors, officers, shareholders and employees possess in the aggregate, directly or indirectly, no more than 20 percent of the voting power of the governing body of the Local Borrower;

(II) No individual who is a member of the governing body of the Private Person and the Local Borrower is the chief executive officer of the Local Borrower or the Private Person or the chairperson of the governing body of the Local Borrower or the Private Person; and

(III) The Local Borrower and the Private Person are not "related parties" (within the meaning of Treasury Regulations §1.1501-1(b).

(iii) The Local Borrower may treat a Use Contract that does not comply with one or more of the criteria of subparagraph (6)(ii) as not resulting in Private Business Use of Bond-Financed Property if it delivers to the Corporation and the Department, at its expense, an opinion of Bond Counsel to the effect that to do so would not adversely affect the exclusion from gross income of interest on the Applicable Tax-Exempt Bonds or cause the interest on the Applicable Tax-Exempt Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code.

(7) Notwithstanding any provision of this Section 2.02, if the Local Borrower provides, at the Local Borrower's expense, to the Corporation and the Department an opinion of Bond Counsel to the effect that any action required under this Section is no longer required, or to the effect that some further action is required, to maintain the exclusions from gross income of interest on the Applicable Tax-Exempt Bonds pursuant to Section 103(a) of the Code, the Local Borrower, the Corporation and the Department may rely conclusively on such opinion in complying with the provisions hereof, and the covenants hereunder shall be deemed to be modified to that extent.

(8) All tax warranties, representations, covenants and obligations of the Local Borrower contained in this Section 2.02 shall remain in effect and be binding upon the Local Borrower until all of the Applicable Tax-Exempt Bonds have been paid, notwithstanding any earlier termination of this Agreement or any provision for payment of principal of and

premium, if any, and interest on the outstanding Applicable Tax-Exempt Bonds and release and discharge of the Indenture.

(9) Amounts deposited from time to time in the Loan Debt Service Account will be used to pay principal and interest within 13 months after the amounts are so deposited.

(10) The Local Borrower has not established and does not expect to establish or use any sinking fund, debt service fund, redemption fund, reserve or replacement fund, or similar fund, or any other fund to pay principal of, interest and any redemption premium on the Loan other than the Loan Debt Service Account. Except as set forth in the next sentence and except for money referred to in paragraph (9) above, no other money or investment property (including, without limitation, fixed income, equity and other investments) is or will be pledged as collateral or used for the payment of such principal and interest (or for the reimbursement of any others who may provide money to pay that principal and interest), or is or will be restricted, dedicated, encumbered, or set aside in any way as to afford the Corporation or holders of the Applicable Tax-Exempt Bonds reasonable assurance of the availability of such money or investment property to pay debt service on the Loan or the Applicable Tax-Exempt Bonds.

(11) Except as stated otherwise in this Agreement, no portion of the Loan will be used:

(i) to pay principal of or interest on, refund, renew, roll over, retire, or replace any other obligations issued by or on behalf of the Corporation, the Local Borrower or any other Governmental Unit,

(ii) to replace any proceeds of another issue of tax-exempt bonds that were not expended on the project for which such other issue was issued,

(iii) to replace any money that was or will be used directly or indirectly to acquire investments,

(iv) to make a loan to any other person or Governmental Unit,

(v) to pay any working capital expenditure other than expenditures identified in Treasury Regulations §1.148-6(d)(3)(ii)(A) and (B) (*i.e.*, issuance costs of the Applicable Tax-Exempt Bonds, qualified administrative costs, reasonable charges for a qualified guarantee or for a qualified hedge, interest on the Loan for a period commencing on the issuance date of the Applicable Tax-Exempt Bonds and ending on the date that is the later of three years from that issuance date or one year after the date on which the Project was or will be placed in service, payments of amounts, if any, pursuant to paragraph (i), and costs, other than those already described, that do not exceed 5% of the sale proceeds of the Applicable Tax-Exempt Bonds and that are directly related to capital expenditures financed or deemed financed by the Applicable Tax-Exempt Bonds), or

(vi) to reimburse any expenditures made prior to the issuance date of the Applicable Tax-Exempt Bonds except those that qualify as a reimbursement of prior

capital expenditures, based upon an opinion of Bond Counsel, at the expense of the Local Borrower, delivered to the Department and the Corporation.

(12) The Local Borrower does not intend to sell or otherwise dispose of the Project or any portion thereof during the term of the Applicable Tax-Exempt Bonds except for dispositions of property in the normal course at the end of such property's useful life to the Local Borrower.

(13) None of the Semiannual Loan Payments shall be federally guaranteed within the meaning of Section 149(b) of the Code.

2.03. LEGAL AUTHORIZATION

Upon signing this Agreement, the Local Borrower's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Local Borrower and shall constitute a valid and legal obligation of the Local Borrower enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement specifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.04. AUDIT AND MONITORING REQUIREMENTS.

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

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

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

State Resources Awarded to the Local Borrower Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Statewide Surface Water Restoration and Wastewater Projects	\$4,844,660	140131

(2) Audits.

(a) In the event that the Local Borrower expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Local Borrower, the Local Borrower must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit

organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Local Borrower 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 Borrower 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 Borrower 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 Borrower shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Borrower in which the \$500,000 threshold has not been met. In the event that the Local Borrower 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 Borrower's resources obtained from other than State entities).

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

(3) Report Submission.

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

(i) The Department at the following address:

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

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

State of Florida Auditor General
Room 401, Claude Pepper Building

111 West Madison Street
Tallahassee, Florida 32399-1450

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

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

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

(c) Local Borrowers, 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 Borrower in correspondence accompanying the reporting package.

4. Project-Specific Audit.

Within 12 months after the amendment establishing final Project costs, the Local Borrower shall submit to the Department a Project-specific audit report for the Loan related revenues and expenditures. The audit shall address Loan disbursements received, Project expenditures, and compliance with Loan Agreement covenants. The Local Borrower shall cause the auditor to notify the Department immediately if anything comes to the auditor's attention during the examination of records that would constitute a default under the Loan Agreement. The audit findings shall set aside or question any costs that are unallowable under Chapter 62-503, Florida Administrative Code. A final determination of whether such costs are allowed shall be made by the Department.

5. Record Retention.

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

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

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

In addition, the Local Borrower agrees to complete and submit the Certification of Applicability to Single Audit Act Reporting, **Attachment A**, attached hereto and made a part hereof, within four (4) months following the end of the Local Borrower's fiscal year. **Attachment A** should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.

6. 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 Borrower 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 Borrower is appropriate, the Local Borrower agrees to comply with any additional instructions provided by the Department to the Local Borrower regarding such audit. The Local Borrower further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

ARTICLE III - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

The Local Borrower shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Local Borrower shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Local Borrower fails to make a required Monthly Loan Deposit, the Local Borrower's chief financial officer shall notify the Department of such failure. In addition, the Local Borrower agrees to budget, by amendment if necessary, from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give the Corporation a superior claim on any revenues over prior claims of general creditors of the Local Borrower, nor shall it be construed to give the Corporation or the Department the power to require the Local Borrower to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Local Borrower's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in the Loan Debt Service Account shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Corporation.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

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 Borrower 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.

4.02. TITLE TO PROJECT SITE.

The Local Borrower shall have an interest in real property sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use.

4.03. PERMITS AND APPROVALS.

The Local Borrower 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, shall be employed by, or under contract with, the Local Borrower to oversee construction.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Local Borrower is prohibited from selling, leasing, or disposing of any part of the Water or Sewer System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendment thereto, is in effect unless the written consent of the Department is first secured.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Local Borrower covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete construction and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Corporation or the Department to approve additional financing shall not constitute a waiver of the Local Borrower's covenants to complete and place the Project in operation.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. LOAN DISBURSEMENTS.

Disbursements shall be made only by the Trustee for expenses incurred by the Local Borrower upon receipt of a requisition in the form provided under the Indenture executed by the Department. Loan disbursements shall be made by electronic means. Disbursements shall be made directly to the Local Borrower for reimbursement of the incurred construction costs and related services and technical services during construction. A requisition for disbursements shall be made upon receipt by the Department 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 Borrower 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.

ARTICLE V - RATES AND USE OF THE WATER AND SEWER SYSTEMS

5.01. RATE COVERAGE.

The Local Borrower shall maintain rates and charges for the services furnished by the Water and Sewer Systems which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In addition, the Local Borrower shall satisfy the coverage requirements of all senior and parity debt obligations.

5.02. NO FREE SERVICE.

The Local Borrower shall not permit connections to, or furnish any services afforded by, the Water or Sewer System without making a charge therefor based on the Local Borrower's uniform schedule of rates, fees, and charges.

5.03. MANDATORY CONNECTIONS.

The Local Borrower shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

5.04. NO COMPETING SERVICE.

The Local Borrower shall not allow any person to provide any services which would compete with the Water or Sewer System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE WATER AND SEWER SYSTEMS.

The Local Borrower shall operate and maintain the Water and Sewer Systems in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Local Borrower may make any additions, modifications or improvements to the Water and Sewer Systems which it deems desirable and which do not materially reduce the operational integrity of any part of the Water or Sewer System. All such renewals, replacements, additions, modifications and improvements shall become part of the Water and Sewer Systems.

5.07. COLLECTION OF REVENUES.

The Local Borrower shall use its best efforts to collect all rates, fees and other charges due to it. The Local Borrower shall establish liens on premises served by the Water or Sewer System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Local Borrower shall, to the full extent permitted by law, cause to discontinue the services of the Water and Sewer Systems and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Water and Sewer System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Each of the following events is hereby declared an event of default:

(1) Failure to make any Monthly Loan Deposit when it is due and such failure shall continue for a period of 30 days or failure to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 5 days.

(2) Except as provided in Subsections 6.01(1) and 6.01(7), failure to comply with the provisions of this Agreement or failure in the performance or observance of any of the covenants or actions required by this Agreement and such failure shall continue for a period of 60 days after written notice thereof to the Local Borrower by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Borrower contained in this Agreement or in any document, certificate or information furnished in compliance with, or in reference to, this Agreement, which is false or misleading.

(4) An order or decree entered, with the acquiescence of the Local Borrower, appointing a receiver of any part of the Water or Sewer System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Borrower, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Borrower, for the purpose of effecting a composition between the Local Borrower and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Water or Sewer System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Local Borrower under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Borrower, is not dismissed within 60 days after filing.

(7) Failure of the Local Borrower to give immediate written notice of default to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

Upon any event of default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce the rights of the Corporation and the Department by any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Water and Sewer Systems, and to require the Local Borrower to fulfill this Agreement.

(2) By action or suit in equity, require the Local Borrower to account for all moneys received pursuant to this Agreement or from the ownership of the Water and Sewer Systems and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Corporation or the Department.

(4) By applying to a court of competent jurisdiction, cause the appointment of a receiver to manage the Water and Sewer Systems, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on Loan repayments, the Department may provide for the payment to the Trustee of the delinquent amount plus a penalty from any unobligated funds due to the Local Borrower under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution. A penalty may be imposed in an amount not to exceed an interest rate of 18 percent per annum on the amount due in addition to charging the cost to handle and process the debt.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the Financing Rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate for a default under Subsection 6.01(1).

6.03. DELAY AND WAIVER.

No delay or omission by the Corporation or the Department to exercise any right or power accruing upon event of default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent event of default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE CORPORATION.

From and after the effective date of this Agreement, the Corporation shall have a lien on the Pledged Revenues, which along with any other Corporation State Revolving Fund liens on the Pledged Revenues, on equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Local Borrower under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to the Senior Revenue Obligations defined in Section 1.01 of this Agreement and to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. Any of the Pledged Revenues may be released from the lien on such Pledged Revenues in favor of the Corporation if the Department makes a determination, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Local Borrower may issue additional debt obligations on a parity with, or senior to, the lien of the Corporation on the Pledged Revenues provided the Department's written consent is obtained. Such consent shall be granted if the Local Borrower demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Water and Sewer Systems and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Local Borrower and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues. However, no such consent is required with respect to issuance of Senior Revenue Obligations as defined in Section 1.01.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding Fiscal Year and all Fiscal Years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Corporation. If at any

time the Local Borrower shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan, and as applicable, Loan Service Fee, interest, and Grant Allocation Assessment charges, the pledge of, and lien on, the Pledged Revenues to the Corporation shall be no longer in effect. Deposit of sufficient cash or Defeasance Obligations may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Corporation or its assignees and shall be subject to approval by the Corporation. There shall be no penalty imposed by the Corporation for early retirement of this Loan.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Corporation, the Department and the U.S. Environmental Protection Agency's Inspector General for inspection at any reasonable time after the Local Borrower has received a disbursement and until five years after the date that the Project-specific audit report, required under Subsection 2.04(4), is issued.

8.03. ACCESS TO PROJECT SITE.

The Local Borrower shall provide access to Project sites and administrative offices to authorized representatives of the Corporation and the Department at any reasonable time. The Local Borrower shall cause its engineers and contractors to cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Local Borrower hereby expressly acknowledges that the Loan and all payments of principal and interest thereon, and all proceeds thereof, but excluding the Loan Service Fee, have been pledged and assigned to the Trustee under the Indenture as security for the payment of principal of, premium, if any, and interest on the Bonds and the Trustee shall be entitled to act hereunder, and by the execution of this Agreement the Local Borrower in all respects consents to such assignment. The Corporation, the Department and the Trustee may further assign all or any parts of their rights under this Agreement without the prior consent of the Local Borrower after written notification to the Local Borrower. The Local Borrower shall not assign its rights and obligations under this Agreement without the prior written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with any applicable statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency. This Agreement may be amended after all construction contracts are executed to re-establish the Project cost, Loan amount, Project schedule, and Semiannual Loan Payment amount. A final amendment establishing the final Project costs and the Loan Service Fee based on actual Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ANNULMENT OF AGREEMENT.

The Corporation, in consultation with the Department, may unilaterally annul this Agreement if the Local Borrower has not drawn any of the Loan proceeds within twelve months after the effective date of this Agreement. If the Corporation unilaterally annuls this Agreement, the Corporation will provide written notification to the Local Borrower.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. COMPLIANCE VERIFICATION.

(1) The Local Borrower shall periodically interview a sufficient number of employees entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The Local Borrower must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Borrower shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the Local Borrower must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Local Borrowers must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. Local Borrowers shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence. As an alternative, a minimum of 25% of the work force shall be interviewed over the life of the Project and all classifications represented on the payroll must be included.

(3) The Local Borrower shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Borrower shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the Local Borrower must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Local Borrowers must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Borrower shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(4) The Local Borrower shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (2) and (3) above.

(5) Local Borrowers must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the EPA Davis-Bacon contact Sheryl Parsons at Parsons.Sheryl@epamail.epa.gov and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

8.09. EMPLOYMENT ELIGIBILITY VERIFICATION.

The Local Government agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. The Local Government further agrees to provide to the Department, within thirty (30) days of the effective date of this Agreement, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

The Local Government further agrees that it will require each subcontractor that performs work under this Agreement to enroll and participate in the E-Verify Program within ninety days of the effective date of this agreement or within ninety (90) days of the effective date of the contract between the Local Government and the subcontractor, whichever is later. The Local Government shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Department upon request.

The Local Government further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Department or other authorized state entity consistent with the terms of the Memorandum of Understanding.

Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and the Department may treat a failure to comply as a material breach of the Agreement.

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 Borrower 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.

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

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

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

9.03. INSURANCE REQUIRED.

The Local Borrower 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 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 Borrower shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The estimated principal amount of the Loan is \$4,902,260, which consists of \$4,844,660 to be disbursed to the Local Borrower and \$57,600 of Capitalized Interest.

Capitalized Interest is not disbursed to the Local Borrower, but is amortized via periodic Loan repayments as if it were actually disbursed. Capitalized Interest is computed at the

Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishing the schedule of actual disbursements.

If the total amount disbursed within eighteen months after the effective date of this Agreement is less than half of the Loan proceeds amount authorized for disbursement, the Department may unilaterally reduce the amount authorized for disbursement. Such a reduction would not affect the total authorized Loan amount.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is estimated as \$96,893 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$4,844,660. The Loan Service Fee amount shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and assessed in the final amendment. The Local Borrower shall pay the Loan Service Fee from the first available repayments following the final amendment.

Capitalized Interest is computed on the assessed Loan Service Fee at the Financing Rate, or rates and included in the final amendment. It accrues and is compounded annually from the final amendment date until six months before the first Semiannual Loan Payment is due. A service fee assessed in a final amendment occurring later than six months before the first Semiannual Loan Payment date would not accrue Capitalized Interest charges.

10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 2.37 percent per annum. The Financing Rate equals the sum of the interest rate and the Grant Allocation Assessment Rate. The interest rate is 1.185 percent per annum and the Grant Allocation Assessment rate is 1.185 percent per annum. However, if this Agreement is not executed by the Local Borrower and returned to the Department before April 1, 2011, the Financing Rate may be adjusted. A new Financing Rate shall be established for any funds provided by amendment to this Agreement.

10.04. LOAN TERM.

The Loan shall be repaid in 40 Semiannual Loan Payments.

10.05. REPAYMENT SCHEDULE.

The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan plus the estimated Loan Service Fee and the principle of level debt service. The amount of Loan proceeds authorized for disbursement and associated Capitalized Interest will be treated as the Loan principal for computing the Semiannual Loan Payment. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs and the Loan Service Fee, and actual dates and

amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Corporation will deduct the Loan Service Fee and all associated interest from the first available repayments following the final amendment.

Each Semiannual Loan Payment shall be in the amount of \$157,656 until the payment amount is adjusted by amendment. The interest and Grant Allocation Assessment portions of each Semiannual Loan Payment shall be computed, using their respective rates, on the unpaid balance of the principal amount of the Loan, which principal includes Capitalized Interest. Interest (at the Financing Rate) also shall be computed on the estimated Loan Service Fee. The interest and Grant Allocation Assessment on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Semiannual Loan Payments shall be paid to, and must be received by, the Trustee beginning on September 15, 2012 and semiannually thereafter on March 15 and September 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of \$4,999,153, which consists of the Loan principal and the estimated Loan Service Fee.

10.06. PROJECT COSTS.

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

PROJECT COSTS

<u>CATEGORY</u>	<u>COST(\$)</u>
Construction and Demolition	4,037,216
Contingencies	403,722
Technical Services After Bid Opening	403,722
Subtotal (Disbursable Amount)	4,844,660
Capitalized Interest	57,600
TOTAL (Loan Principal Amount)	4,902,260

10.07. PROJECT SCHEDULE.

The Local Borrower agrees by execution hereof:

(1) Completion of Project construction is scheduled for March 15, 2012.

(2) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than March 15, 2012.

(3) The initial annual certification required under Subsection 2.01(10) of this Agreement shall be due June 15, 2012. Thereafter the certification shall be submitted no later than September 30 of each year until the final Semiannual Loan Payment is made.

(4) The first Semiannual Loan Payment in the amount of \$157,656 shall be due September 15, 2012.

10.08. SPECIAL CONDITION.

Funding for related allowances is provided by loan number WW789060.

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: April 20, 2011**

AGENDA TAB NO. 6

SUBJECT TITLE: Theatrical Floating “Ghost Séance” Tours in Wooton Park

OBJECTIVE: To approve the concept of offering theatrical floating “ghost séance” tours in Wooton Park and downtown Tavares and to authorize staff to negotiate a land use agreement with Dreamland Productions for use of Wooton Park and the water taxis.

SUMMARY: City staff has been approached by the owners of Dreamland Productions, a local theatrical company that has produced shows and events in hotels, time-share resorts, restaurants and corporations since 1989, to develop and produce a theatrical attraction at Wooton Park.

This company has enjoyed a long standing professional relationship with Disney World as producers of Murderwatch on Disney property for 20 years and proposes to bring to Tavares the same level of professionalism that Disney is famous for.

Floating Ghosts Séance Tour of Downtown Tavares will begin at the train station and will meander through Wooton Park with a final ending place on the docked water taxis.

The city’s obligation would be to provide a venue and Dreamland Productions would provide all other necessary components to make the production successful, all while bringing a bit of theater and tourists to the downtown.

Staff presented this concept to the Tavares Historical Society and to the Business Development Committee with passing votes.

It is anticipated that a “soft opening” will occur this Summer and the tour will be fully operational by Fall, 2011.

OPTIONS:

- 1) Move to approve the concept and authorize staff to negotiate a land use agreement
- 2) Do not

STAFF RECOMMENDATION: Move to approve the concept of offering theatrical floating “ghost séance” tours in Wooton Park and downtown Tavares and to

authorize staff to negotiate a land use agreement with Dreamland Productions for use of Wooton Park and the water taxis.

FISCAL IMPACT: n/a

LEGAL SUFFICIENCY: meets legal sufficiency



Historical Society of Tavares
Board of Director's Meeting March 14, 2011
By Secretary Brenda Smith

The Board, consisting of President Bob Grenier, Vice-President Bernice Odums, Betty Burleigh, Doris Ragan, Charlene King, and Brenda Smith met at 9:15 in the City Council Chamber room at Tavares City Hall.

We were presented a power point program by Connie and Jeff Gay of Dreamland Productions. The presentation was about a new theatrical attraction they wish to start called, "Floating Ghosts Séance Tour of Downtown Tavares."

Being historical in nature, as well as for entertainment purposes, the Gays wanted the Historical Society informed of this exciting new project and to help with providing historical facts about the Tavares characters and figures represented in the production, as well as to be promoters of this walking tour.

The Historical Society feels that this theatrical experience will be a great new and fun way to help promote the illustrious history and heritage of the City of Tavares.

The Board of Directors re-convened at the Historical Museum after the presentation to discuss the Ghost Tour. Betty Burleigh made a motion to "endorse, support, and provide historical data to assist Dreamland Productions in a historically accurate production, which will be unique to Tavares." Doris Ragan seconded the motion. The motion passed 6 – 0.

The Historical Society of Tavares is very excited about having this new adventure in our history begin!

Our guest speaker at the March 28th luncheon at the Tavares Civic Center will be Mayor Robbie Wolfe. Mayor Wolfe will present a program about his visit to Xindian, Taiwan, Tavares' Sister City. President Bob Grenier asked members to bring the usual sides and Brenda Smith will be in charge of getting the chicken.

Business Development Committee Meeting Minutes - February 23, 2011

Attendees:

Rodger Kooser, R&S Realty	Petra Young, Daily Commercial
Peter Napoles, Lucky Dog Gallery/Café	Andrew O'Keefe, O'Keefe's Irish Pub
Debbie Behlmann, Chamber of Commerce	Paul Lewis, Green K9
Lou Buigas, Tavares Antique Mall	Roberta Sims, Graphic Designer
Judy Stewart, Law Office of Judy A Stewart PA	Georganne Papaleo, Ameriprise
Jeff Smith, Chamber of Commerce	Linda Bennett, Ameriprise
Ze Carter, Simply Desserts	Ann Anderson, Simply Desserts
Mike Stairs, Ruby Street Grille	Tammy Rogers, City of Tavares
Capt. Danny Feleccia, Tavares Police Dept.	Jim Dolan (Guest speaker)
Connie Gay, Dreamland Productions (Guest)	Norman Hope
Sue Cameron, Wild Zebra Video	Stephen Jennelle, CPA
Bill Harmon, Early Learning Coalition	Candace Booth, Destination Health Plus

1. **Called to Order: 5:40 p.m.**

2. **Guest speakers**

I. Tammy Rogers from the City of Tavares introduced Connie Gay from Dreamland Productions. Connie is proposing a new business in Tavares called "Floating Ghost Séance Tours". This would be at least to begin with a seasonal business. The show would be Saturday nights and each show would cost approximately \$15-20 per person and accommodate approximately 25 people per show. Reservations would be advisable. A possible preview would be open to BDC members. Linda Bennett made a motion to endorse the proposed business and Lou Buigas second that motion. Passed in favor.

II. Captain Danny Feleccia with the Tavares Police Department spoke concerning street closures for upcoming events and effects on businesses. The following events and closures were discussed:

Feb. 26th – Motorcycle event 9am-1pm (no closures expected)

March 5th – No Duck Left Behind (Saturday) (closures possibly on Ruby Street). Andrew O'Keefe suggested city close Ruby around main area where most of the activity will be taken place for safety reasons. Closure possibly from St. Clair Abrams to New Hampshire)

March 6th – 5k marathon (Sunday). Ruby Street will most likely be closed on that day for approximately 1 – 1 ½ hrs. The marathon is expected to run from 7:00 a.m. to 11:00 a.m.

March 12th – bass tournament (some closures)

Thursday, March 17th – St. Patrick’s Day (Ruby Street mostly closed)

March 18th (Friday night) – Car show on Main Street. Main Street will be closed for traffic at 3:00 pm but side streets from St. Clair Abrams to Rockingham will be open. That event is expected to run from 3-9pm.

March 19th & 20th – Boat races. Handicap parking will be available at the records building.

March 25-27th – Antique Boat Show. Boats will be arriving and setup will be Wednesday and Thursday. Ruby from New Hampshire to Rockingham will be closed. Boats for sale will be placed here. Capt. Feleccia was offered recruits to assist and the Lake County Explorers have volunteered about 15 people per day to help.

April 1st-3rd – Planes, Trains and Automobiles. Traffic routes were discussed as well as bands. Tammy Rogers with the City stated that 134 tickets had been sold to date for the Colt Ford show but that to expect many more to be sold the closer we get to the show date. Andrew O’Keefe asked about traffic light control and Capt. Feleccia stated that was possible.

Other events discussed included the Dragon Boats festival on April 8-10th; a fly-in on April 16th and the March of Dimes walk but no closures were expected for that walk.

III. Jim Dolan (352) 267-4626 spoke about advertising options in the booklet for the next Crappie Masters event which will take place either January 21, 2012 or February 28, 2012. The ads would cost approx.. \$125/text ad up to \$900/full page. The ad has to be committed by April 2nd. Jim would help with artwork, if needed.

3. Old Business

-Ducky race on March 5th. Linda Bennett and Georganne Papalos involved in organization. Georganne has tickets available at 3/\$10.00 and advertising ads, costs and layout for a flyer were discussed. Debbie Behlmann at the Tavares Chamber has a volunteer signup sheet. The event is expected to run from 10:00 a.m. until 3:00 p.m. Debbie suggested being at the park by 10:15 a.m. to see the duck drop. Also, volunteers are needed at Tuesday’s farmers market to sell ducks from 9:00 a.m. to 2:00 p.m. See Debbie at the Chamber.

4. Introduction of new attendees/members

5. **New Business**

-Rodger Kooser began discussions about marketing of businesses for the upcoming events. He made a motion to make up a flyer and Lou Buigas second that motion. Passed.

-Discussion was had about flyers with the names of the businesses as well as proposed kiosks the City was putting in and food and venues during the upcoming Colt Ford concert.

-Stephen Jennelle made a suggestion that we put out the word to the community to remember to "be nice".

-Mike Stairs made mention that there is a breast cancer little black dress party he is hosting at Ruby Street Grille on March 10th from 7-11pm.

6. **Next Meeting**

The next meeting will be held on Wednesday, *March 30, 2011* at *Lucky Dog Gallery* on Main Street at *5:30 p.m.*

7. **Adjourned @ 7:08 pm**

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: April 20, 2011**

**AGENDA TAB NO. 7
SUBJECT TITLE: POST-STORM BRUSH COLLECTION**

OBJECTIVE:

To seek Council's direction on a policy for post-storm brush collection.

SUMMARY:

After significant storms, many of our Tavares residents are faced with the burden of additional tree debris clean-up and removal. The residents now receive a once a week free brush pickup of 2 cubic yards or under. There is an additional charge of \$5.25/yd. in excess of this limit. Presently, when responding to any resident calling in after a storm, we use good judgment and commonly waive any additional charges. This seemed to have served us well in the past but may be unfair to the residents who do not put in a request. To remedy any inequities to our residents, after any significant storm, the Sanitation Department could engage the new "Tavares Alert", to notify all of our residents that additional curbside storm related brush would be collected, free of charge, and the days that it would apply. This additional service consideration is not intended as a means to circumvent existing charges already in place for routine yard maintenance or commercial yard services.

OPTIONS:

- 1) To direct the Tavares Sanitation Department to notify all residents, after any significant storm, that curbside storm related brush would be removed free of charge including the days this policy would be in effect.
- 2) Not to direct the Tavares Sanitation Department to notify all residents, after any significant storm, that curbside storm related brush would be removed free of charge including the days this policy would be in effect.

STAFF RECOMMENDATION:

To approve the Tavares Sanitation Department to notify all residents, after any significant storm, that curbside storm related brush would be removed free of charge including the days this policy would be in effect.

FISCAL IMPACT:

Estimated tonnage: 31 additional tons @ \$40/ton \$1,240
(402-3401-534-43-20)
Estimated temp. help20 hrs./\$11.60 \$232
(402-3401-534-13-10)

Total\$1,472

.
This is a complete estimate. Unable to be determined – will be based on the significance of the storm.

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: April 20, 2011**

AGENDA TAB NO. 8

SUBJECT TITLE: Request to Change Site of Public Safety Complex from City Hall to the Bus Barn Property

OBJECTIVE:

The objective of this agenda item is to secure a City Council dedication of certain parcels of land within the City for the proposed Public Safety facility.

SUMMARY:

A horizon project team was established by City Administrator John Drury and City Council for the purpose of reviewing the City's current public safety facilities and making recommendations, if necessary, for replacement. The Horizon Project Team had recommended for replacement of the current facilities, and has been working toward that outcome.

The City has received promise of a \$500,000 federal earmark for the Emergency Operations Center portion of the Public Safety Facility project. This federal money is allowed to be used for design and engineering. This \$500,000 will be used to fund the architectural firm's preliminary design and engineering efforts.

At the regular City Council meeting of April 21, 2010, the Horizon Project Team for this project asked City Council for, and received, a dedication of land to be used for the proposed Public Safety facility. The parcel of land dedicated to the project at that meeting was the city-owned properties behind and immediately adjacent to City Hall.

At the time of the April, 2010 meeting, the property currently occupied by the Lake County School Board and being used for its fleet maintenance program, was within the scope of our attention, but certainly not immediately available to the City. That situation has changed.

This property, now known as the "Gateway" property, is being obtained by the City. City Attorney Williams is overseeing the land acquisition.

That being the case, the Horizon Project Team is returning to City Council with a request to amend the land dedication that was made in April, 2010. The Horizon Project Team is seeking a dedication of the "Gateway" property, currently

occupied by the School Board's Fleet Maintenance Facility, as the site of the proposed Public Safety facility, directing that all design efforts from this point forward will be made for this property.

Option 1:

Option 1: City Council may move to approve the dedication of the "Gateway" property, currently occupied by the School Board Fleet Maintenance Facility, as the site of the proposed Public Safety facility, directing that all design efforts from this point forward will be made for this property.

Option 2:

City Council may choose to take no action and direct the Horizon Project Team for Public Safety Facility Replacement to continue to plan for the project to be constructed on the city-owned property behind and immediately adjacent to City Hall.

STAFF RECOMMENDATION:

Move Option 1: Move to approve the dedication of the "Gateway" property, currently occupied by the School Board Fleet Maintenance Facility, as the site of the proposed Public Safety facility, directing all design efforts from this point forward being made for this property.

FISCAL IMPACT:

None.

LEGAL SUFFICIENCY:

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

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: April 20, 2011**

AGENDA TAB NO. 9

SUBJECT TITLE: Request to Approve Selection of Site for Public Works Facility

OBJECTIVE:

The objective of this agenda item is to secure a City Council dedication of certain parcels of land within the City for the proposed Public Works facility.

SUMMARY:

A horizon project team was established by City Administrator John Drury and City Council for the purpose of reviewing the City's current public works facilities and making recommendations, if necessary, for replacement. The Horizon Project Team had recommended for replacement of the current facilities, and has been working toward that outcome.

On March 24, 2011, member of the Horizon Project Team, joined with Vice-Mayor Grenier and Community Development Director Jacques Skutt, to review land parcels available for the Public Works facility replacement.

The City has received promise of a \$500,000 federal earmark for the Emergency Operations Center portion of the Public Safety Facility project. This federal money is allowed to be used for design and engineering. This \$500,000 will be used to fund the architectural firm's preliminary design and engineering efforts, which may include design for the Public Works portion of the project.

Proceeding under the assumption that the Public Safety facility is moving forward on the "Gateway" property, the Horizon Project Team reviewed remaining parcels of land for consideration as a Public Works relocation site. Four parameters were considered as important. Those parameters were:

1. City-owned property.
2. No buildings were currently located on the property.
3. The site was located close to the downtown area where the Public Works Department experiences the majority of their service delivery.
4. The property would not require an inordinate amount of remediation, such as raising and drying of wetland.

Based on these parameters, the Project Team reviewed five parcels. Those parcels were:

1. The land behind and immediately adjacent to City Hall.
2. The land on Woodlea Road, current site of, and attached to, the Tavares Sports Park.
3. The land known as the "old spray field", on East Caroline Street, next to Grand Court A.L.F. zoned Public Facilities District.
4. The land known as the Caroline Street Waste Treatment Plant.
5. The undeveloped (wild) land between the Caroline Street Waste Treatment Plant and Alfred Street.

Site visits and pro/con "best use" assessments were conducted on each property.

As a result, the Horizon Project Team determined that the old spray field property on East Caroline Street is the appropriate parcel of land to dedicate as the site for the proposed Public Works facility.

Of particular note is the fact that the old spray field property is large enough to easily house the proposed public works facility with enough room left for a sizable neighborhood park. The Director of Community Development noted that the property is already zoned for this use and has some existing berm separating it from the residential which could be utilized. Vice-Mayor Grenier also mentioned the prospect of moving the City's shuffleboard court facility to this property as well.

Option 1:

Option 1: City Council may move to approve the dedication of the "old spray field" property on East Caroline Street as the site of the proposed Public Works facility, directing that all design efforts from this point forward will be made for this property.

Option 2:

City Council may choose to take no action and direct the Horizon Project Team for Public Safety and Public Works Facility Replacement to continue to develop other options for a different parcel of land for the Public Works portion of the project

STAFF RECOMMENDATION:

Move Option 1: Move to approve the dedication of the "old spray field" property on East Caroline Street as the site of the proposed Public Works facility, directing that all design efforts from this point forward will be made for this property.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

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

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: APRIL 20, 2011**

AGENDA TAB NO. 10

**SUBJECT TITLE: Approval of Proposal for City to host two Hot Water Tours
Jet Ski Racing Events**

OBJECTIVE:

To have City Council approve the attached Agreements for the City to host two Hot Water Tours Jet Ski racing events on May 7 - 8, 2011 and June 25 - 26, 2011 at Wooton Park at a cost of \$5,000 for each event.

SUMMARY:

Staff has been approached to determine the interest of the City in hosting two Hot Water Tours Jet Ski events in May and June, 2011.

The two events are estimated to attract an estimated 1,000 people for each event including spectators, participants, crews and families. These people will visit the Tavares community for approximately three days and stay in area hotels, eat in local restaurants and shop in our area venues during the slower Summer months. An economic impact statement related to each event estimates a direct economic impact of \$65,300 for each event with an indirect economic impact of \$195,900.

The estimated cost to host the event is approximately \$5,000 per event. City cash expenses are estimated not to exceed \$5,000 for both events with \$5,000 for both events being provided by the Lake County Tourist Development Council.

City expenses are budgeted in the 2010 – 2011 CRA TIF budget..

Staff is requesting that Council approve the attached Agreements for the City to host the two Jet Ski racing events on May 7 -8, 2011 and June 25 -26, 2011.

OPTIONS:

1. To approve the attached proposal for the City to host the two Hot Water Tours Jet Ski racing events in May and June, 2011.
2. To not approve the attached proposal for the City to host the two Hot Water Tours Jet Ski racing events in May and June, 2011.

STAFF RECOMMENDATION:

Staff recommends that the Council moves to approve the attached Agreements for the City to host two Hot Water Tours Jet Ski racing events in 2011 and approve the expenditure of \$5,000 from 2010 -11 CRA revenues.

FISCAL IMPACT:

The estimated City out-of-pocket expenditures of \$5,000 will be covered by 2010 – 11CRA revenues.

LEGAL CONSIDERATIONS:

The City Attorney has reviewed and approved the attached Agreements.



1007 76th St. NW
Bradenton, FL 34209
(850) 376-5495

www.pwcfun.com

Content

I. Introduction

II. Event Services

III. Schedule of Events and Tour Schedule

IV. Sea Doo Spring Nationals Tour Information

V. Responsibilities of Host Site

VI. Comments & Suggestions



www.pwcfun.com

I. Introduction

The Sea Doo Spring Nationals Tour was established in order to promote and stage the exciting, action-sport of personal watercraft racing. Mike Young, Director of the Pro Hydro-X Tour has been producing watercraft racing and Freestyle Moto-X events for over 20 years all across the country and beyond. This IJSBA sanctioned Watercross tour is the top racing circuit in America in the spring. Our events are recognized and sanctioned by the International Jet Sports Boating Association, of Halfmoon Bay, CA, and they are also recognized as World Finals Qualifiers for the IJSBA World Finals in Lake Havasu City, AZ...this event is in its 30th year! The IJSBA has members in over 40 countries and will!

II. Sea Doo Spring Nationals Tour Information

On average, a Tour attracts several thousand people per the weekend of the event including spectators, participants, crew, and families. As a result the local economy benefits with economic impact of dollars spent at hotels, restaurants, gas stations, and other local businesses. We have a very large demographic of participants including children as young as ten years old and adults in their sixty's, which is why the City of Tavares would benefit greatly by once again, hosting a stop on the Sea Doo Spring Nationals Tour in 2011, building upon the seed we planted three years ago.

III. Services Provided by Pro Hydro-X Tour

- 1.) Provide a two day, on-the-water racing events, professionally run and specifically designed to entertain an audience for six to seven hours each day.
- 2.) Provide all necessary equipment for the event.
- 3.) Provide \$1,000,000.00 aggregate insurance policy.
- 4.) Provide Cash and Prizes for prize purse and oversee the distribution of the purse to event participants.
- 5.) Provide a minimum of 10 qualified officials to run each event.
- 6.) Provide safety patrol boats for official use.
- 7.) Pre-Race promotions and mail outs to entice participation.
- 8.) Prepare all the necessary insurance and official IJSBA paperwork.
- 9.) Provide all rules regulations for event and the administering of those rules.

- 10.) Enforce adherence to safety and insurance requirements which include but are not limited to: signing of waivers by all participants and crew members, the enforcement of safety equipment.
- 11.) Follow a pre-approved racing schedule, which has been tentatively set.
- 12.) Provide all necessary Coast Guard Permits for this event.
- 13.) The Tavares event in May will be titled "Sea Doo Spring Nationals presented by the City of Tavares"
- 14.) The Pro Hydro-X Tour will provide an accounting of estimated hotel room night used by the participants, officials, and visitors.

H2X Racing Promotions is entitled to all series promotional, sponsorship, and merchandising dollars, as well as, the rider entry fees.

H2X Racing Promotions will agree to honor all event sponsorship commitments regarding signage, booth space, and other commitments that the host site makes pertaining the watercraft event, while the host site agrees to honor all series booth space, signage, and sponsorship commitments made by H2X Promotions.

IV. Schedule of Events

Friday

10:00 - 6:00 PM	Event Site Set Up
6:00 - 8:00 PM	Registration and Check-In at host Hotel

Saturday

7:00 - 7:30 AM	Late Registration and Check-In
7:30 - 8:00 AM	Riders Meeting
8:00 - 9:00 AM	Practice
9:00 - 12:00 PM	Qualifying Heats
12:00 - 12:30 PM	Freestyle
12:30 - 4:00 PM	Final Heats
7:00 - 9:00 PM	Racer Party

Sunday

7:00 - 8:00 AM	Late Registration and Check-In
8:00 - 8:30 AM	Riders Meeting
8:30 - 10:00 AM	Practice
10:00 - 12:00 AM	Qualifying Heats
12:00 - 12:30 PM	Freestyle
12:30 - 4:00 PM	Final Heats
4:30 PM	Awards & Event Tear Down

Sea Doo Spring Nationals Tour

March 26-27	Lake Fairview	Orlando, FL
April 16-17	Markham Park	Fort Lauderdale, FL
May 7-8	Wooten Park	Tavares FL

V. Responsibilities of Host Site

- 1.) Provide \$5,000 for to Mike Young DBA H2X Racing Promotions for costs associated with producing the event such as insurance, sanctioning fees, payroll, and supplies. A deposit of \$2,000 will be due on April 21st to secure insurance for the May 7th -8th event and the balance due the Friday, May 6th for this event.
- 2.) Provide PA system for the announcers.
- 3.) Provide fencing for pit area.

VI. Comments and Suggestions

These are suggestions we recommend that City of Tavares do prior to the event:

- Radio spots of the event through local tourism commission
- Notify local news stations and news papers of the event
- Provide booth space for local businesses, of which the city may keep proceeds

H2X Racing Promotions

Mike Young, Managing Director H2X Racing

Date

City of Tavares

John Drury, City of Tavares

Date



1007 76th St. NW
Bradenton, FL 34209
(850) 376-5495

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V. Responsibilities of Host Site

VI. Comments & Suggestions



www.pwc.com

I. Introduction

The Sea Doo Pro Hydro-X Tour was established in order to promote and stage the exciting, action-sport of personal watercraft racing. Mike Young, Director of the Pro Hydro-X Tour has been producing watercraft racing and Freestyle Moto-X events for over 20 years all across the country and beyond. This IJSBA sanctioned Watercross tour is the top racing circuit in America in the spring. Our events are recognized and sanctioned by the International Jet Sports Boating Association, of Halfmoon Bay, CA, and they are also recognized as World Finals Qualifiers for the IJSBA World Finals in Lake Havasu City, AZ...this event is in its 30th year! The IJSBA has members in over 40 countries and will!

II. Sea Doo Pro Hydro-X Tour Information

On average, a Tour attracts several thousand people per the weekend of the event including spectators, participants, crew, and families. As a result the local economy benefits with economic impact of dollars spent at hotels, restaurants, gas stations, and other local businesses. We have a very large demographic of participants including children as young as ten years old and adults in their sixty's, which is why the City of Tavares would benefit greatly by once again, hosting a stop on the Sea Doo Pro Hydro-X Tour in June 2011, building upon the seed we planted three years ago.

III. Services Provided by Pro Hydro-X Tour

- 1.) Provide a two day, on-the-water racing events, professionally run and specifically designed to entertain an audience for six to seven hours each day.
- 2.) Provide all necessary equipment for the event.
- 3.) Provide \$1,000,000.00 aggregate insurance policy.
- 4.) Provide Cash and Prizes for prize purse and oversee the distribution of the purse to event participants.
- 5.) Provide a minimum of 10 qualified officials to run each event.
- 6.) Provide safety patrol boats for official use.
- 7.) Pre-Race promotions and mail outs to entice participation.
- 8.) Prepare all the necessary insurance and official IJSBA paperwork.
- 9.) Provide all rules regulations for event and the administering of those rules.

- 10.) Enforce adherence to safety and insurance requirements which include but are not limited to: signing of waivers by all participants and crew members, the enforcement of safety equipment.
- 11.) Follow a pre-approved racing schedule, which has been tentatively set.
- 12.) Provide all necessary Coast Guard Permits for this event.
- 13.) The Tavares event in May will be titled "Sea Doo Pro Hydro-X Tour presented by the City of Tavares"
- 14.) The Pro Hydro-X Tour will provide an accounting of estimated hotel room night used by the participants, officials, and visitors.

Pro Hydro-X Tour Racing Promotions is entitled to all series promotional, sponsorship, and merchandising dollars, as well as, the rider entry fees.

Pro Hydro-X Tour Racing Promotions will agree to honor all event sponsorship commitments regarding signage, booth space, and other commitments that the host site makes pertaining the watercraft event, while the host site agrees to honor all series booth space, signage, and sponsorship commitments made by Pro Hydro-X Tour Promotions.

IV. Schedule of Events

Friday

10:00 - 6:00 PM	Event Site Set Up
6:00 - 8:00 PM	Registration and Check-In at host Hotel

Saturday

7:00 - 7:30 AM	Late Registration and Check-In
7:30 - 8:00 AM	Riders Meeting
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8:00 - 8:30 AM	Riders Meeting
8:30 - 10:00 AM	Practice
10:00 - 12:00 AM	Qualifying Heats
12:00 - 12:30 PM	Freestyle
12:30 - 4:00 PM	Final Heats
4:30 PM	Awards & Event Tear Down

Sea Doo Pro Hydro-X Tour

June 4-5	Springmaid Pier	Myrtle Beach, SC
June 25-26	Wooten Park	Tavares FL

July 23-24

Lake Fairview

Orlando, FL

V. Responsibilities of Host Site

- 1.) Provide \$5,000 for to H2X Racing Promotions for costs associated with producing the event such as insurance, sanctioning fees, payroll, and supplies. A deposit of \$2,000 will be due on June 1st to secure insurance for the June 25th -26th event and the balance due the Friday, June 25th for this event.
- 2.) Provide PA system for the announcers.
- 3.) Provide fencing for pit area.

VI. Comments and Suggestions

These are suggestions we recommend that City of Tavares do prior to the event:

- Radio spots of the event through local tourism commission
- Notify local news stations and news papers of the event
- Provide booth space for local businesses, of which the city may keep proceeds

H2X Racing Promotions

Mike Young, Managing Director H2X Racing

Date

City of Tavares

John Drury, City of Tavares

Date

**AGENDA SUMMARY
TAVARES CITY COUNCIL
April 20, 2011**

AGENDA ITEM NO. 11

SUBJECT TITLE: Request to Approve Emergency Repairs to Hidden Cove Drainage System in the Amount of \$24,350

OBJECTIVE: To consider the approval Emergency repairs to the Hidden Cove subdivision stormwater system to alleviate flooding that is causing personal property destruction.

SUMMARY: This development was Platted in 1981, with housing being developed in 1982. This development was constructed on an incline that stormwater drains towards the lake. Standards for designing stormwater systems in that era, was the use of swale systems along the road sides in the City's right of way. These systems over time get filled in with natural organics and reduce the functionality of the system.

The City has made some attempts at alleviating the flooding over the years to keep the water out of the homes and the garages, with such fixes as berms across driveways (photo included) and re-digging the swale system. The flooding has continued to cause damage to driveways (photo included), lawns, and landscaping (photo included). Due to the continuous damage during each rain event the Utility Department is proposing to hire JAR Construction Company(have completed other stormwater projects for the department) to install a new drainage system in the area to alleviate the flooding for these residents prior to causing any further damage.

OPTIONS:

1. **Approve** the emergency repairs with JAR Construction in the amount of \$24,350 to alleviate the flooding in Hidden Cove.
2. Do **not approve** the emergency repairs with JAR Construction in the amount of \$24,350 to alleviate the flooding in Hidden Cove.

STAFF RECOMMENDATION:

1. Move to **approve** the emergency repairs with JAR Construction in the amount of \$24,350 to alleviate the flooding in Hidden Cove.

FISCAL IMPACT:

The Government Financial Officers' Association recommends that at a minimum, general-purpose local governments, regardless of size, maintain unreserved fund balances of an amount no less than an amount equal to between 5% and 20% of appropriated expenditures

Estimated available unreserved fund balance as of April 13, 2011 is \$43,752 or 9% of operating expenditures (excludes capital appropriations).

LEGAL SUFFICIENCY: This Summary is legally sufficient

JAR Construction Inc.**CUC.1224887**P.O. Box 941065
Maitland, FL 32794Phone 407-948-0698
Fax 407-877-9065

Proposal For:	Date	Job No.
City of Tavares	4/6/2011	Hidden Cove
	Attn:	Phone/ Fax
	Jason	
Engineer	Plans Date	Plan Revision Date
Griffey Engineering	3/15/2010	

	# OF UNITS	UNIT TYPE	UNIT PRICE	TOTAL
Hidden Cove				
1 Mobilization	1	LS	2,100.00	\$2,100.00
2 Layout	1	LS	900.00	\$900.00
3 Silt Fence	1200	LF	1.00	\$1,200.00
4 Turbidity Barrier	60	LF	7.00	\$420.00
5 Onsite Grading & Excavation	1	LS	2,100.00	\$2,100.00
6 Sod Replacement	700	SY	3.00	\$2,100.00
7 Clearing & Haul Off	1	LS	1,555.00	\$1,555.00
8 Demo & Replace Driveway	1	SY	1,800.00	\$1,800.00
9 Type C Inlets	2	EA	1,600.00	\$3,200.00
10 18" HDPE Smooth Bore	275	LF	25.00	\$6,875.00
11 18" MES	1	EA	1,400.00	\$1,400.00
12 Testing	1	LS	700.00	\$700.00
Hidden Cove TOTAL				\$24,350.00

GRAND TOTAL	\$24,350.00
--------------------	--------------------

NOTESSITWORK

- 1) Permits are not included.
- 2) Cutting roots of existing tree to install 18" HDPE.
- 3) Existing Tree to survive is not guaranteed.
- 4) No allowance has been made for the relocation of endangered plants or animals.
- 5) Area between lots 14 & 15 to be regraded and resodded only.

Submitted By:

 Tyson R. Snyder
 Chief Estimator
 JAR Construction Inc.
 Cell: 407-948-0698

**AGENDA SUMMARY
TAVARES CITY COUNCIL
APRIL 20, 2011**

AGENDA TAB NO. 12

SUBJECT TITLE: City Administrator Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY: Will be presented at meeting

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

- City Council Regular Meeting – May 6, 2011
- Code Enforcement Hearing – April 26, 5 p.m.
- Community Redevelopment Area Advisory Committee – May 16, 2011 – 2:00 p.m.
- Lake County League of Cities, Community Service Awards – Lake Receptions – April 27, 2011 – 6 p.m.
- Lake Sumter MPO – Board Meeting – April 27, 2011 – 2 p.m. – Tavares Civic Center
- Library Board – May 6, 2011– 8:30 a.m. Library Conference Room, 314 N. New Hampshire
- Planning & Zoning Board April 21, 2011 – 3 p.m.

EVENTS:

March of Dimes Walk – April 23, 2011

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
APRIL 20, 2011**

AGENDA TAB NO. 13

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. Attached is any additional supporting information.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

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