



Tab 4) Ordinance #2012-13 – Small Scale Future Land Use Map Amendment – 1.41 Acres – Morgan & Morgan/Clear Channel – 14229 U.S. Hwy 441 Jacques Skutt

## RESOLUTIONS

### X. GENERAL GOVERNMENT

Tab 5) Discussion of Lake County Ordinance on Animal Tethering Jacques Skutt

Tab 6) Authorization to to Develop Request for Qualifications for Independent Retirement Plan Advisor Lori Tucker

Tab 7) Award of Request for Proposals for General Obligation Note Series 2012 – Wooton Park Land Purchase Expansion & Improvements Lori Houghton

Tab 8) Award of Request for Proposals for Capital Improvement Revenue Refunding Note, Series 2012 for Refinancing of Capital Improvement Note – Wooton Park Seaplane Base & Marina Project Lori Houghton

Tab 9) Request to Discuss Sidewalk Requirement – Banning Beach Townhouse Project Jacques Skutt

Tab 10) Request for Waiver of Rental Fee at Civic Center for “Autism Speaks” Fundraising Event Tammey Rogers

Tab 11) Approval to Execute Contract with CGS for Study Update of Fire Assessment Study and Implementation Guidance Lori Houghton

Tab 12) Authorize Staff to Develop a Plan for Possible Replacement of Boats John Drury

Tab 13) Approval to withdraw USDA Funding Application for Stormwater Infrastructure System Upgrades in the CRA Brad Hayes

### XI. OLD BUSINESS

### XII. NEW BUSINESS

### XIII. AUDIENCE TO BE HEARD

#### XIV. REPORTS

Tab 14) City Administrator

John Drury

Tab 15) Council Reports

City Councilmembers

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

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

**The Language of Local Government  
Definition of Terms**

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

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

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

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

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

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

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

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

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

**contiguous** – Sharing a common boundary.

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

**DCA** – Department of Community Affairs

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

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

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

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

**FDOT** – Florida Department of Transportation

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

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

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

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

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

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

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

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

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

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

**PUD** – Planned Unit Development

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

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

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

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

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

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

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

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

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**CITY OF TAVARES  
MINUTES OF PUBLIC WORKSHOP AND COUNCIL MEETING  
PROPOSED FIRE ASSESSMENT  
APRIL 25, 2012  
CITY COUNCIL CHAMBERS**

**COUNCILMEMBERS PRESENT**

Robert Wolfe, Mayor  
Lori Pfister, Vice Mayor  
Bob Grenier, Councilmember  
Norman Hope, Councilmember

**ABSENT**

Kirby Smith, Councilmember

**STAFF PRESENT**

John Drury, City Administrator  
Attorney Kaely Smith-Frye  
Nancy Barnett, City Clerk  
Lori Houghton, Finance Director  
Joyce Ross, Director of Public Communications  
Richard Keith, Fire Chief  
Bill Neron, Director of Economic Development

**I CALL TO ORDER**

Mayor Wolfe called the meeting to order at 4:00 p.m. He welcomed everyone in attendance and stated the City Administrator would provide an update before public comment.

**Staff Presentation:**

Mr. Drury welcomed those in attendance. He discussed the agenda and support materials that had been made available.

Mr. Drury discussed the format of the meeting, noting that public comment would be taken in the Public Workshop and then the workshop would be closed for Council discussion during the Council Meeting. He said the purpose of the meeting is for Council to determine whether or not there will be a fire assessment component in next year's budget and if approved, the rate that will be instituted.

Mr. Drury said the budget process has begun with Council having had one budget meeting. He said the budget process will continue in more detail in July, August and September. During those months there will be several budget meeting and the fire assessment will continue to be discussed. He said this is the beginning of that discussion process.

1  
2 Mr. Drury said included in the agenda summary, is an agenda summary from the April 4, 2012  
3 Council Meeting when Council set their broad budget priorities. He said he hoped that the  
4 residents will read through the summary which speaks to how this Council and previous  
5 Councils have cut budgets; the achievements of the City of Tavares and the activities and  
6 programs that have been developed. In addition he said the summary addresses the challenges  
7 that the city is facing in creating a balanced budget for next fiscal year.

8  
9 **2013 Fiscal Year Budget Issues**

10  
11 Mr. Drury stated that if the current level of service continues, if the millage rate remains the  
12 same at 6.89 (was lowered slightly last year), and if property values remain the same (Tavares'  
13 values appear to be stabilizing because of the private sector investment in Tavares), then the  
14 budget deficit for 2013 will be around \$540,000 of the \$11.5 million annual budget. In order to  
15 cure that deficit there are basically three options:

- 16  
17 1. Raise the millage rate  
18 2. Fire Assessment  
19 3. Lower service levels: Cut budgets and bring them down into line.

20  
21 Mr. Drury noted that over the last four years the budget has been cut 1.3 million while services  
22 have been added.

23  
24 Mr. Drury discussed the following options:

- 25  
26 • Raise the millage rate. i.e. it could be raised by .8871 mils from 6.89 to 7.78. The deficit  
27 would be eliminated and the level of service would remain about the same.  
28 • Consideration of dispatch consolidation through discussions with the Sheriff.  
29 • Review all line items for any additional cuts.  
30 • Exploring fire assessment

31  
32 **Fire Assessment**

33  
34 Mr. Drury said the annual budget for the Fire Department is about \$1.88 million to provide the  
35 current level of service. He said those property owners who pay a property tax contribute  
36 towards fire service as it is currently collected through a millage rate. He said those owners who  
37 do not pay a property tax (about 6.7% in Tavares) pay nothing towards fire service.

38  
39 Mr. Drury said if a fire assessment is put in place then everyone would pay a portion of that  
40 service. However, he noted that the rate that is being considered would exempt all churches  
41 and all not for profits. The residential rate at the full value would be \$153 per year or \$12.75 per  
42 month per residential property. If the rate is instituted at less than half (42%) it would be about  
43 \$64.00 a year or \$5.36 a month and at 35% it would be around \$53.05 or \$4.46 a month.  
44

1 He said that Lake County has a fire assessment for residential properties which is \$181 a year  
2 or \$15.08 a month which does not exclude not for profits.

3  
4 Mr. Drury then presented a sample commercial tiered rate:

5  
6 Small commercial (2,000 square feet or less) \$26.58 a month at 100%; \$11.17 at 42%. and  
7 \$9.42 at 35%.

8  
9 Large commercial (about an 8,000 square foot building) - \$119 at 100%; \$50.25 at 42%, and  
10 \$42.25 at 35%.

11  
12 He said Council will be considering the different options to balance the budget. At 100% the fire  
13 assessment would bring in about \$1.45 million which would mean the millage rate would go  
14 down significantly. At 42% it would bring in about \$612,000 which would mean the millage  
15 would go down slightly. At 35%, the millage rate will likely go up slightly.

16  
17 **Public Discussion**

18  
19 Mayor Wolfe invited public comment.

20  
21 John Tanner, 40 Mango Place

22  
23 Mr. Tanner said property taxes have gone up over 200% from 2001 to 2010. He said a fire  
24 assessment tax would not be deductible on income tax. He said the stormwater charge started  
25 out at \$1.00 a unit and is now \$4.50. He questioned whether the fire assessment would  
26 increase similarly in a few more years. He said everyone has a budget shortfall. He  
27 complimented the city for increasing the percentage of commercial to residential ratio. He noted  
28 that impact fees had been eliminated to encourage new business and that by imposing a fire  
29 assessment it would not be helpful. He said Council may have to do some reductions.

30  
31 Walt Parker, 3046 Keel Court

32  
33 Mr. Parker questioned the figure of 6.7% for people not paying property tax. He said if that is the  
34 number it would not help and the property owners would just be taxed again. He said he  
35 understood that the \$540,000 is the total deficit, not just the Fire Department deficit. He said the  
36 proposed rate is not that large but it is the principle involved. He said if the city needs more  
37 money it should raise the property tax millage rate which would be a more transparent way of  
38 doing business.

39  
40 Bernard Faust, 5014 Adriatic Avenue

41  
42 Mr. Faust asked for clarification on when the property taxes go out to the residents. He said he  
43 believed property taxes go out at the end of 2012.

1 Mr. Drury said the fire assessment would start in October of 2012 and go through September  
2 30, 2013 on the utility bill as a monthly bill. He said it will be a one year assessment broken into  
3 12 monthly payments for fiscal year budget 2013.

4  
5 Mr. Faust asked if the fire assessment would be permanent. Mr. Drury said every year Council  
6 would decide whether or not to have the assessment.

7  
8 Julie Wilson, 1208 Cove Place  
9

10 Ms. Wilson asked if the fee might go on the tax bill next year. Mr. Drury said that would have to  
11 be considered by Council in terms of the cost benefit analysis and the timing.

12  
13 Ms. Wilson discussed the amount that the county residents pay and the portion paid for ALS in  
14 the unincorporated areas. She asked about how the city will serve the county due to the  
15 increased facilities in the downtown.

16  
17 Mr. Drury said the city has not seen that the work that the County is doing on its judicial center  
18 is driving additional fire personnel or equipment. Chief Keith said the new buildings are just  
19 coming on and is one of the reasons that the city has a ladder truck. Ms. Wilson asked if the  
20 County is going to be assessed.

21  
22 Mr. Drury said there is an opportunity to have a discussion on whether or not the county should  
23 continue to get free fire service for its jail, judicial center, court house, hospital, etc. He said the  
24 staff has no plan at this time to have that discussion but will do so if Council directs.

25  
26 Ms. Wilson discussed the millage rate and asked if the millage rate would remain the same  
27 when property values increase in the future. Mr. Drury said he could not speak to the future.

28  
29 Kitty Vaughn, 1653 Elkhart Circle  
30

31 Ms. Vaughn said she is in favor of the millage rate effect. She said although the city has  
32 reduced its expenses by 1.3 million, it has also purchased land, and built structures, and has a  
33 lot more expenses than was the case in 2001. She said she believed the city needs to look  
34 more at cutting expenses. She said she is in favor of a centralized dispatch system.

35  
36 Bob Shapiro, 3268 Seven Seas Drive  
37

38 Mr. Shapiro said that Mr. Drury had said that everyone would be paying the fire assessment,  
39 and he believed churches and not for profits should be paying their fair share.

40  
41 Walt Parker, 3046 Keel Court  
42

43 Mr. Parker said he would vote for Option 1, to raise the millage rate.  
44

1 Bernard Faust, 1541 Adriatic Avenue

2  
3 Mr. Faust spoke in support of raising the millage rate. He asked if he could ask the audience  
4 what their preference would be by a show of hands. Mayor Wolfe agreed. [Although no official  
5 count was made it appeared that about 50% wanted a millage increase, 25% wanted a fire  
6 assessment, and 25% wanted no change.]

7  
8 Suzanne Cunningham, 5961 Bounty Circle

9  
10 Ms. Cunningham said she had been told by Mr. Drury that the pavilion is paid for and budgeted.  
11 Mr. Drury said the construction of the pavilion is paid for. He said the goal is for the pavilion to  
12 bring visitors into the city along with income to the city. Ms. Cunningham said she is against the  
13 fire assessment.

14  
15 Charlotte Hope, Fox Run

16  
17 Ms. Hope said she was glad to see so many people in attendance. She said she has been  
18 attending council meetings and workshops over the past five years and has probably only  
19 missed five. She stated she hoped the residents would return for the budget workshops and  
20 give input, She requested that during the upcoming budget workshops there needed to be  
21 comparison to the adjoining cities of Eustis, Leesburg, and Mt. Dora.

22  
23 Mark Cunningham, 5961 Bounty Circle

24  
25 Mr. Cunningham said that all users of the Fire Department, including churches, not for profits,  
26 hospitals, mobile homes, should pay their fair share.

27  
28 Freddie Belton, business owner in Tavares

29  
30 Mr. Belton said he understood the predicament of the city and that all of the business owners in  
31 town are in the same boat. He said he believed he would end up paying for most of the  
32 assessment for the property he leases out because of legal interpretations. He said the city is  
33 doing a great job by encouraging investment however to add another tax on right now would be  
34 tough.

35  
36 Council Discussion

37  
38 Councilmember Pfister said she was glad to hear the input from the audience. She said no one  
39 likes to do this but this is a good start to try to come to a decision that will appease everyone.  
40 She asked Mr. Drury if the city could just assess the people who are not paying [taxes] now.

41  
42 Mr. Drury said the closest example to Tavares is Lake County who charge properties 100% of  
43 the cost of fire and the churches and not for profits 50%. He said the residents pay \$181, the  
44 commercials pay \$22 a square foot and the churches pay half (about \$12.00 a square foot). He

1 said Tavares has proposed to exempt churches and not for profits at 100% but that figure could  
2 be lower. Councilmember Pfister asked if there was a way that just the not for profits, churches,  
3 and government would have to pay. Mr. Drury said that could be done for the not for profits, but  
4 government buildings do not have to pay assessments. He said there are four categories:  
5 residents, commercial, not for profits and churches, and government. Under the law everyone  
6 can be charged except for government; for government there would have to be a negotiation.  
7 He said if the city does an assessment however, it will open up the door for negotiations.

8  
9 Councilmember Pfister said the majority of the audience seem to want to keep the fees the way  
10 they are but want to include the churches and the not for profits. She said she does not like any  
11 of the options being offered. She said she would like residential and commercial left alone, have  
12 the city do its best to not raise the millage, but to have the not for profits and the churches to  
13 start paying their fair share and then begin negotiations with the government.

14  
15 Vice Mayor Grenier asked about the 6.7% residents who do not pay.

16  
17 Councilmember Pfister said the majority of the people do not want an assessment and since  
18 6.7% is such a small amount, it would not behoove the city to do that, as the majority would  
19 rather have it on the millage because it would be a deduction.

20  
21 Mayor Wolfe asked about the possibility of initiating discussions with the County. Mr. Drury said  
22 it would be possible to discuss this with the county and ask them to contribute towards a fire  
23 assessment.

24  
25 Councilmember Hope said he appreciated the audience feedback. He said he has been touring  
26 all the departments, asking questions, and has not found "fat" in the departments. He said  
27 Council has been told that there is a potential of a \$540,000 deficit and that Mr. Drury will not  
28 know the specific figure until the Property Appraiser releases the property values. He said the  
29 deficit must be addressed. He discussed the fire assessment versus the millage and noted there  
30 is a maximum figure the assessment can go to and there will be a cap. He said he has concerns  
31 about the businesses in terms of the assessment. He noted the group at this meeting, although  
32 small, seems to prefer a millage rate.

33  
34 Vice Mayor Grenier said he thought the workshop was a good idea and he was glad  
35 Councilmember Pfister had recommended having the meeting. He said the reason Council will  
36 try to make everyone satisfied is that Council has to approve a balanced budget, He said it  
37 should be noted that the proposal will also affect Council who are also residents of Tavares. He  
38 expressed appreciation to the audience for attending.

39  
40 Mayor Wolfe said he appreciated the input. He said he still has some questions about the  
41 assessment methodology being proposed noting Attorney Williams had mentioned the  
42 possibility of new case law to support a different methodology.

1 Mr. Drury said he would not recommend that the City of Tavares with its current budget, defend  
2 a new case law that could end up going to the Supreme Court. He said there are larger cities  
3 that have the depth of financial resources and lawyers on staff to support the process. He said  
4 he recommended following the case law that is current and supported by the Supreme Court, on  
5 the method that is before Council.

6  
7 Mayor Wolfe said he felt the 28% was too high for commercial and he did not feel it was fair as  
8 a business owner. Councilmember Pfister asked if that number could come down if the  
9 churches and not for profits were included.

10  
11 Mayor Wolfe said it would bring the figure down but not substantially. Mr. Drury said it would  
12 bring the figure down but the law states that an overall percentage has to be determined.

13  
14 Councilmember Hope asked Mr. Drury if he wanted a recommendation in order to start the  
15 budget process. Mr. Drury said that was correct and that he has begun the process but he  
16 would need to know whether or not it will include a fire assessment. He said if Council gives him  
17 direction to include a fire assessment at 42%, the percentages and rate could be changed  
18 during the budget process. In the meantime however, the notices will have to go out per a time  
19 table required by law in order to create a balanced budget.

20  
21 Councilmember Pfister noted without the assessment, churches and not for profits will not  
22 contribute.

23  
24 Mayor Wolfe said that although comments have been closed to the audience he had observed  
25 some audience members who still wished to speak.

26  
27 **Freddie Belton**

28  
29 Mr. Belton asked how many buildings or property would not be included in the proposed fire  
30 assessment? Mr. Drury there are close to 375 properties owned by residents with buildings that  
31 pay no taxes and 6.7% is the percentage.

32  
33 **Walt Parker, 3046 Keel Court**

34  
35 Mr. Parker discussed his analysis of the proposed figures noting that if the city collects \$76 from  
36 each residence and .22 a square foot from commercial it would come to much more than the  
37 \$540,000. Mr. Drury said that was correct—it would come to \$1.5 million.

38  
39 **John Tanner, 40 Mango Place**

40  
41 Mr. Tanner questioned the estimate of 6.7% and said he believed that there were more  
42 residents who could not afford to pay a fire assessment who live in houses worth less than  
43 \$50,000. He said he believed the audience had indicated they do not want a fire assessment.

1 Gene Smith, 1250 Smith Avenue

2  
3 Mr. Smith said he believed the proposed assessment was minuscule. He said everyone in the  
4 room receives the same level of emergency medical services whether or not they pay taxes. He  
5 said he believed it was fair that everyone pays a little bit. He said if the County, the School  
6 Board, the hospital, and the jail were to pay their fair share this would not be an issue. He said  
7 they should pay the city what it costs to service their buildings. He said if the fire assessment  
8 can be made fair for businesses he would support it.

9  
10 Bernard Faust, 5014 Adriatic Avenue

11  
12 Mr. Faust said that Councilmember Hope had said once the fire assessment is in it will remain  
13 permanently. Councilmember Hope responded each year it will come up for a vote by the  
14 Council.

15  
16 Mr. Drury added that every year Council reviews all its fees, budget, millage rate, etc. and  
17 decides whether or not to continue the fees and at what rate.

18  
19 John Tanner, 40 Mango Place

20  
21 Mr. Tanner asked if there was a charge for ambulance service. Mr. Drury answered that  
22 ambulance service is run by Lake County EMS.

23  
24 Mr. Tanner questioned whether the city could charge a fire fee. Mr. Drury said the city cannot  
25 charge a fee for putting out a fire. He said there are counties who do pay a fee to their  
26 municipality through a negotiation process. Mr. Tanner said the county could agree to pay a fee  
27 even without a fire assessment.

28  
29 Julia Wilson, 1208 Cove Place

30  
31 Ms. Wilson said she assumed the city has the fire call data to support the incidences over a  
32 period of time that support the proposed rate schedule. Mr. Drury confirmed that a study was  
33 done three years ago that collected the data and did the allocations.

34  
35 Ms. Wilson said she had read the majority of the calls (75%) are medical and that has to be  
36 figured in. She asked if it is put on the utility bill will it be called a "non-advalorem assessment"?  
37 She said if that is the case those funds cannot be used for Advanced Life Support, only Basic  
38 Life Support. Mr. Drury said that was correct. She asked for confirmation that the millage rate  
39 will not be reduced by the same amount as the non-advalorem assessment. Mr. Drury said that  
40 correct.

41  
42 Councilmember Pfister asked if there was a way to take the 35% or \$4.16 per month for  
43 everyone across the board, no difference in commercial, churches, etc. Mr. Drury said under the  
44 law, the way it must be implemented is through a residential rate which was developed through

1 the previous study. Councilmember Pfister asked if the churches and the not for profits are  
2 added into the equation how much could the assessment be reduced. Mayor Wolfe said he  
3 understood if the churches and not for profits are included at 35% it will be an additional  
4 \$45,000. Councilmember Pfister said she does not like any of the options.

5  
6 **MOTION**

7  
8 **Norm Hope moved to raise the millage rate by one mil.**

9  
10 Mr. Drury asked Mr. Hope if he was intending to move to not use a fire assessment in the  
11 budget and instead use a millage rate to craft the budget?

12  
13 Councilmember Hope confirmed. Mayor Wolfe said he believed the intention was to direct Mr.  
14 Drury to craft a budget with no fire assessment and an appropriate millage needed at the time of  
15 the starting of the budget hearings.

16  
17 Attorney Smith-Frye said that was an appropriate motion.

18  
19 **Norm Hope moved to give Mr. Drury direction that instead of a fire assessment, that**  
20 **Council look at the millage rate increase to take care of the deficit in the budget. The**  
21 **motion was seconded by Lori Pfister.**

22  
23 Vice Mayor Grenier said it appeared that Council was only looking for one scenario for Mr. Drury  
24 to present and that did not sound right to him. He said he would like to have more options to  
25 consider.

26  
27 Councilmember Pfister reiterated that she wanted everyone to pay their fair share whether they  
28 are a non-profit or a church. Mr. Drury said he could return with options.

29  
30 **The motion failed unanimously 4-0.**

31  
32 **MOTION**

33  
34 **Lori Pfister moved to pursue other options in which everyone pays their fair share,**  
35 **seconded by Bob Grenier.**

36  
37 Vice Mayor Grenier stated for clarification that he wanted to see several scenarios. He said the  
38 motion would have to be to bring scenarios of a couple of different millage rate increases and  
39 the different percentages and who would be assessed.

40  
41 Councilmember Hope said he thought he had seen proposed increases in the millage rate from  
42 Mr. Drury that would take care of the deficit. He said what would need to be brought back to City  
43 Council would be the scenarios of a potential fire assessment.

1 Mr. Drury said that for every scenario picked, there would be a different millage rate. He said he  
2 could bring that back during the normal budgeting process.

3  
4 Councilmember Pfister said she would like to work with lower numbers if the churches and not  
5 for profits were included. She said she did not mind working within the budget to adjust the  
6 shortfall.

7  
8 Councilmember Hope said he had made the motion in order to give Mr. Drury direction.

9  
10 Mr. Drury said he believed Council was wishing to move forward with a fire assessment that  
11 provides the flexibility to either eliminate it during the budgeting process whenever desired,  
12 change the percentages, change the rates, and not finalize the rate until going through the  
13 budgeting process. He said the city will, however, go forward with the fire assessment  
14 resolutions, notices, and postings but will also develop several budget scenarios that will range  
15 from not instituting the fire assessment to various scenarios of a fire assessment.

16  
17 Councilmember Pfister asked if everyone agreed that everyone should pay; i.e. that churches  
18 and not for profits should be included.

19  
20 **Councilmember Pfister rescinded her motion, which was seconded by Bob Grenier.**

21  
22 **MOTION**

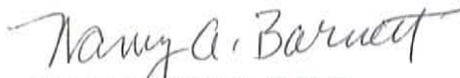
23  
24 **Lori Pfister moved to direct staff to bring back the scenarios involved in a fire**  
25 **assessment and/or millage increase or decrease, seconded by Bob Grenier. The motion**  
26 **carried unanimously 4-0.**

27  
28 **Adjournment**

29  
30 Mayor Wolfe stated his congratulations to the Tavares High School Girl's Softball team who had  
31 just won the district title and would be playing that night in Tavares for the first round of the  
32 regionals.

33  
34 There was no further business and the meeting was adjourned at 5:42 p.m.

35  
36 Respectfully submitted,

37  
38   
39  
40 Nancy A. Barnett, C.M.C.  
41 City Clerk  
42

CITY OF TAVARES  
MINUTES OF REGULAR COUNCIL MEETING  
MAY 2, 2012  
CITY COUNCIL CHAMBERS  
4:00 p.m.

**COUNCILMEMBERS PRESENT**

**ABSENT**

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

**STAFF PRESENT**

John Drury, City Administrator  
Robert Q. Williams, City Attorney  
Nancy Barnett, City Clerk  
Brad Hayes, Utility Director  
Chris Thompson, Public Works Director  
Joyce Ross, Communications Director  
Bill Neron, Economic Development Director  
Tammey Rogers, Community Services Director  
Lori Houghton, Finance Director

**I. CALL TO ORDER**

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

**II. INVOCATION AND PLEDGE OF ALLEGIANCE**

Chase Allen, Youth Minister for Liberty Baptist Church, gave the invocation and those present recited the pledge of allegiance.

**III. APPROVAL OF AGENDA**

Mr. Drury requested to add three items under New Business:

- Designation of the management team for the collective bargaining process with the Fire Union
- Proposal with the Viewpoints Show with Terry Bradshaw
- Update on the four Laning of the Howey in the Hill bridge and SR 19

**MOTION**

1 **Bob Grenier moved to approve the agenda with staff additions, seconded by Norm Hope.**  
2 **The motion carried unanimously 5-0.**

3  
4 **IV. APPROVAL OF MINUTES**

5  
6 **MOTION**

7  
8 **Kirby Smith moved to approve the minutes of April 4, 2012 and April 18, 2012 as**  
9 **submitted, seconded by Bob Grenier. The motion carried unanimously 5-0.**

10  
11 **V. PROCLAMATIONS/PRESENTATIONS**

12  
13 **VI. SWEARING IN BY CITY ATTORNEY AND DISCLOSURE OF EXPARTE CONTACTS**

14  
15 None.

16  
17 **VII. READING OF ALL ORDINANCES/RESOLUTIONS INTO THE RECORD**

18  
19 Ms. Barnett read the following ordinances into the record by title only:

20  
21 **ORDINANCE 2012 - 10**

22  
23 **ORDINANCE AMENDING ORDINANCE NUMBER 2009-22 PERTAINING TO**  
24 **SECTION 17-54 OF THE CITY OF TAVARES LAND DEVELOPMENT**  
25 **REGULATIONS FOR RECLAIMED WATER RATES; PROVIDING FOR RATE**  
26 **AGREEMENTS FOR AGRICULTURE USES AND PROVIDING FOR AN**  
27 **EFFECTIVE DATE.**

28  
29 **ORDINANCE 2012-12**

30  
31 **AN ORDINANCE OF THE CITY OF TAVARES AMENDING THE BOUNDARIES**  
32 **OF THE CITY BY ANNEXING APPROXIMATELY 1.41 ACRES LOCATED ON**  
33 **THE NORTH SIDE OF US HWY 441 APPROXIMATELY 750 FEET EAST OF**  
34 **LAKE EUSTIS DRIVE; REZONING SAID PROPERTY FROM LAKE COUNTY**  
35 **COMMERCIAL (C-1) AND LAKE COUNTY RESIDENTIAL PROFESSIONAL**  
36 **(RP) TO CITY OF TAVARES GENERAL COMMERCIAL (C-1); SUBJECT TO**  
37 **THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY**  
38 **OF TAVARES COUNCIL; PROVIDING FOR SEVERABILITY; PROVIDING FOR**  
39 **AN EFFECTIVE DATE.**

40  
41  
42 **ORDINANCE 2012-13**

43  
44 **AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE**  
45 **TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2020,**  
46 **PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON**  
47 **APPROXIMATELY 1.41 ACRES OF LAND GENERALLY LOCATED ON THE**

1 NORTH SIDE OF US HWY 441 APROXIMATELY 750 FEET EAST OF LAKE  
2 EUSTIS DRIVE; FROM LAKE COUNTY URBAN LOW TO CITY OF TAVARES  
3 COMMERCIAL; PROVIDING FOR SEVERABILITY AND CONFLICTS;  
4 PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE  
5 DATE.

6  
7 **VIII. CONSENT AGENDA**

8  
9 Mayor Wolfe asked if anyone in the audience objected to the items under the Consent Agenda  
10 (Tabs 2 and Tab 3).

11  
12 **MOTION**

13  
14 Bob Grenier moved to approve the Consent Agenda Tabs 2 and 3 [Agreement with  
15 Delaney Dean Photographer and Approval of Purchase of Sod for Woodlea Sports  
16 Complex]. The motion was seconded by Norman Hope. The motion carried unanimously 5-  
17 0.

18  
19 **IX ORDINANCES/RESOLUTIONS**

20  
21 **Tab 4) Ordinance #2012-11 – Annexation & Rezoning of 1.41 Acres to General Commercial**  
22 **– Morgan & Morgan/Clear Channel – 14229 U.S. Hwy 441 – Read for First Reading Only**

23  
24 **Tab 5) Ordinance #2012-13 – Small Scale Future Land Use Amendment – 1.41 Acres –**  
25 **Morgan & Morgan/Clear channel – 14229 U.S. Hwy 441 – Read for First Reading Only**

26  
27 **Tab 6) Ordinance #2012-10 – Amendment to Ordinance #2009-22 to Allow for Agricultural**  
28 **Rate Agreements for Reclaimed Water**

29  
30 Ms. Houghton stated this ordinance will set forth the ability for the city to enter into agreements  
31 with commercial agricultural growers for bulk and reduced rates for agricultural use only. She said  
32 agreements will be negotiated using the template prepared by the City Attorney's office. There  
33 are only two agreements anticipated at this time. The city's rate consultant will review parameters  
34 for each agreement to ensure that the minimal operation recovery is addressed and that industry  
35 standards are met. The amendment also requires that only 10% of the plant's total capacity is  
36 reserved for agricultural use at this special rate. All agreements will come back to Council for  
37 approval.

38  
39 **MOTION**

40  
41 Norm Hope moved to approve Ordinance #2012-10, seconded by Bob Grenier.

42  
43 Councilmember Smith expressed concern about the negotiation process and suggested that an  
44 agricultural price be set instead.

45  
46 Ms. Houghton stated that the city's rate consultant had suggested the requests be reviewed on a  
47 case by case basis based on their needs. There may be instances where some of the users have

1 easements that are relative to the water reclaim system that might be part of the negotiating  
2 process.

3  
4 Mr. Hayes said the easement issue is the main concern.

5  
6 Councilmember Smith said he understood the easement issue but he did not think it should make  
7 a difference on the price of water.

8  
9 Mr. Drury said it is a viable option to come up with a price and if there had been more than two  
10 potential properties it might have been looked at differently. He discussed some of the factors.

11  
12 Councilmember Hope said he would be dependent on a staff recommendation to set a rate.

13  
14 **The motion carried 4 to 1 as follows:**

15		
16	<b>Robert Wolfe</b>	<b>Yes</b>
17	<b>Bob Grenier</b>	<b>Yes</b>
18	<b>Lori Pfister</b>	<b>Yes</b>
19	<b>Kirby Smith</b>	<b>No</b>
20	<b>Norman Hope</b>	<b>Yes</b>

21  
22 **X. GENERAL GOVERNMENT**

23  
24 **Tab 7) Approval of Special Event Permit for Boxing Tournament**

25  
26 Mr. Neron reported that this is a request to hold a USA Association sanctioned boxing tournament  
27 on June 30, 2012 in Wooton Park. He said the estimate of the value of the various services  
28 offered by the city have also been provided to Council which totals \$4,510. He said this is based  
29 on the model template being developed for all events in the future.

30  
31 Mayor Wolfe asked Mr. Thompson if his staff would be involved and would that incur any  
32 overtime. Mr. Drury noted that the parks staff is moving the bleachers and barricades which  
33 would not be done during regular hours. Mr. Neron said that work is included in the list and will  
34 not involve overtime.

35  
36 **MOTION**

37  
38 **Kirby Smith moved to approve the Boxing Tournament Special Event, seconded by Norm**  
39 **Hope. The motion carried unanimously 5-0.**

40  
41 **Tab 8) Request for Special Event Permit for Fundraising Concert for City Recreation**  
42 **Program**

43  
44 Ms. Rogers stated this is a request from Paul Echevarria of R.E.Entertainment to hold a five band  
45 country music fundraising concern for the Babe Ruth Softball program on June 9, 2012. The  
46 concert will be held on the property owned by Rodger Kooser. Staff will only be involved with

1 providing barricades, portalets, and trash cans. The public safety plan has been reviewed by the  
2 police and fire departments.

3  
4 **MOTION**

5  
6 **Kirby Smith moved to approve the fundraising concert for the Babe Ruth baseball softball  
7 programs, seconded by Bob Grenier. The motion carried unanimously 5-0.**

8  
9 **Tab 9) Approval of Bid Award for Brick Paving of Coven and Lake Region Alleyways**

10  
11 Mr. Thompson said this is a request to award the bid and enter into a contract for the paving of  
12 these alleyways. Coven Alley is across from the employee parking lot and the Lake Region alley  
13 is adjacent to the new hotel being built. He said three bids were received on April 12 which  
14 ranged from \$46,900 for both alleys to \$56,100. He said the lowest bids are only separated by  
15 \$100.

16  
17 Mr. Thompson said Pillar Construction has been responsible for doing six of the seven alleyways  
18 to date with very positive results. He said in addition a request was made for a square foot price  
19 for any future projects. Pillar was at \$12.85 per square foot; Astor (the lowest bidder) stated a  
20 range from \$12.00 to \$13.75 per square foot.

21  
22 Mr. Thompson said staff recommendation is to award the bid to Pillar Construction Group at  
23 \$47,000.

24  
25 Mayor Wolfe asked Attorney Williams if the second lowest bidder could be chosen legally.

26  
27 Attorney Williams said the city has sufficient justification to choose Pillar particularly with such a  
28 small difference in the bid.

29  
30 Councilmember Smith questioned asking for the square foot price.

31  
32 Mr. Thompson said there was a discrepancy on the square footage from the contractors. He said  
33 the purchasing agent had recommended requesting the information for minor work that might not  
34 need to come to Council. Mr. Drury said that staff would come to Council to ask whether it wished  
35 to continue with the previous bid or re-bid.

36  
37 Discussion followed on the discrepancy on the square footage. Councilmember Pfister said in the  
38 future she would want to see the city's square foot measurements. Mr. Thompson said the figure  
39 should come from the design done by the surveyor. Mr. Drury agreed that staff should provide the  
40 city's square footage along with the contractor's estimation.

41  
42 **MOTION**

43  
44 **Norman Hope moved to award the bid to Pillar Construction Group, seconded by Kirby  
45 Smith, The motion carried unanimously 5-0.**

46  
47

1 **Tab 10) Appointment to Police Pension Board**

2  
3 Mayor Wolfe appointed Norb Thomas to the Police Pension Board.

4  
5 **MOTION**

6  
7 **Norman Hope moved to ratify the appointment of Norb Thomas to the Police Pension Board, seconded by Kirby Smith.**

8  
9  
10 Councilmember Hope thanked Mr. Thomas for accepting the appointment. He said he had  
11 enjoyed being on the board for the last five years and that Mr. Thomas will do an excellent job.

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

14  
15 **Tab 11) Appointment to the Planning & Zoning Board**

16  
17 Mayor Wolfe appointed Richard Root to the Planning & Zoning Board.

18  
19 **MOTION**

20  
21 **Lori Pfister moved to ratify the appointment of Richard Root to the Planning & Zoning Board, seconded by Bob Grenier. The motion carried unanimously 5-0.**

22  
23  
24 **Tab 12) Request to Transfer Funds from General Fund Reserves to Public Works Maintenance Accounts**

25  
26  
27 Mr. Thomas said this is a request to transfer \$37,500 from General Fund Reserves to the four  
28 Public Works accounts that are currently underfunded. Mr. Thompson reviewed the emergency  
29 repairs that had resulted in the deficit.

30  
31 Mayor Wolfe asked if the funds were for future unforeseen issues. Mr. Thompson responded that  
32 some of it will be for bills that have been incurred. He confirmed that if not all the funds are  
33 needed they will be go back into reserves. Ms. Houghton confirmed.

34  
35 Councilmember Smith asked what would be the impact if some vehicles were put out of service.  
36 Discussion followed on police vehicles, the condition of the front end loader, and whether or not  
37 this could wait until the new budget.

38  
39 **MOTION**

40  
41 **Bob Grenier moved to approve the request to transfer funds of \$37,500 from General Fund Reserves to four line items in the Public Works Department for emergency repair items, seconded by Lori Pfister. The motion carried unanimously 5-0.**

42  
43  
44  
45 **Tab 13) Approval of Fiscal Year 2013 Budget Workshop and TRIM Calendar**

46

1 Ms. Houghton stated the proposed calendar covers the budget workshops and the TRIM calendar  
2 and includes the Fire Assessment schedule. She discussed the requirements for the budget  
3 calendar.

4  
5 Councilmember Smith said he will not be present for the August 1<sup>st</sup> meeting. Vice Mayor Grenier  
6 said he would not be able to attend meeting on July 25<sup>th</sup>. Mr. Drury noted there are multiple  
7 meetings and it is understood all councilmembers may not be able to be present at all meetings.  
8 The major meetings are the two September meetings when the budget is finalized. Ms. Houghton  
9 said the draft budget will be provided to Council on July 18<sup>th</sup>.

10  
11 **MOTION**

12  
13 **Lori Pfister moved to approve the fiscal year TRIM calendar, seconded by Bob Grenier.**  
14 **The motion carried unanimously 5-0.**

15  
16 **XI. OLD BUSINESS**

17  
18 **Tab 14) Appointment to Lake Community Action Agency**

19  
20 Mayor Wolfe appointed John Drury to represent the city.

21  
22 **MOTION**

23  
24 **Lori Pfister moved to ratify the Mayor's recommendation of John Drury to the Lake**  
25 **Community Action Agency, seconded by Kirby Smith. The motion carried unanimously 5-**  
26 **0.**

27  
28 **XII. NEW BUSINESS**

29  
30 **Tab 15) Designation of Management Team for the Fire Negotiation Team**

31  
32 Mr. Drury stated the management team for the collective bargaining process for the Fire Union  
33 has been Mayor Robert Wolfe, the City Administrator, and the Fire Chief. He said the city needs  
34 to enter into its annual collective bargaining process and will need Council's continued  
35 designation of those three persons unless Council wishes to make changes.

36  
37 **MOTION**

38  
39 **Lori Pfister moved to leave the management team as is, seconded by Kirby Smith. The**  
40 **motion carried unanimously 5-0.**

41  
42 **Tab 16) Proposal of Viewpoints Television Show with Terry Bradshaw**

43  
44 Ms. Ross stated the city was approached by the producers of Viewpoints who wish to do a  
45 segment on Tavares as part of their series on the "Best Places to Live, Work, and Play." She said  
46 this would be a five minute segment which would be placed in a variety of television markets  
47 around the country. The selected cities are charged a scheduling fee of \$24,800. If Tavares

1 chooses to participate the city receives a professionally produced video segment, all licensing  
2 rights to the video, and the production company will place it on the Discovery Channel and other  
3 regions. Ms. Ross said she would like to show a sample of one of the videos.

4  
5 Mr. Drury said this video features their city administrator but he envisioned that the Tavares video  
6 would feature business and government leaders. The video was presented.

7  
8 Ms. Ross noted the county would be requested to pay half the amount.

9  
10 Discussion followed on the value of economic development, the issue of the lake projects not  
11 being finished and whether it would date the video if done before the train depot and pavilion are  
12 finished.

13  
14 Councilmember Smith said an option would be to table the issue until it is determined if the  
15 company will be interested in returning in a year or two when the projects are complete. Vice  
16 Mayor Grenier said he would want to know if the county is interested in participating. Mr. Drury  
17 said that staff would not want to approach the County formally until knowing that Council wishes  
18 to participate.

19  
20 **MOTION**

21  
22 **Norm Hope moved to table this issue until the staff comes back with a time frame from the**  
23 **production company and to advise whether they will do the video later, seconded by Kirby**  
24 **Smith.**

25  
26 Councilmember Smith said he would like the firm to know that there are three major capital  
27 projects in the works that should be finalized in another year.

28  
29 **The motion carried unanimously 4-1 as follows:**

30  
31 **Robert Wolfe** **No**  
32 **Kirby Smith** **Yes**  
33 **Lori Pfister** **Yes**  
34 **Norman Hope** **Yes**  
35 **Bob Grenier** **Yes**

36  
37 **Tab 17) Update on the Four Laning of the Howey Bridge**

38  
39 Mr. Drury stated at the next Council Meeting the designers for the PD&E study will be present to  
40 give a full update on the project. There will also be a public meeting at the Adventure Church from  
41 5 pm to 7 pm on May 24<sup>th</sup>.

42  
43 **XIII. AUDIENCE TO BE HEARD**

44  
45 Charlotte Hope, Fox Run  
46

1 Ms. Hope requested that audience comment be heard during the meeting next time. She said  
2 there were several times when the audience wished to give feedback.

3  
4 Denise Laratta, Royal Harbor

5  
6 Ms, Laratta said although she knew it is not a requirement to allow the public to speak it has been  
7 the procedure and policy of this Council to allow the public to add comments on any of the items.  
8 She said she hoped Council would go back to this policy.

9  
10 **XIV. REPORTS**

11  
12 **City Administrator**

13  
14 Mr. Drury said he had no updates other than the list of upcoming meetings.

15  
16 **City Clerk**

17  
18 **Economic Development**

19  
20 Mr. Neron discussed the successful Seaplane Event and thanked Ms. Farrell for her work on the  
21 event. He noted the Jet Ski races would be this weekend at Wooton Park.

22  
23 Mr. Drury discussed the successful spectator sport element of this event.

24  
25 **Fire Department**

26  
27 **Public Works Department**

28  
29 **Community Services Department**

30  
31 Ms. Rogers reminded everyone of the art opening reception this Friday from 5:30 to 8:30 pm

32  
33 **Human Resources**

34  
35 **Tab 10) City Council**

36  
37 **Councilmember Pfister**

38  
39 **Councilmember Hope**

40  
41 Mr. Hope thanked Mr. Neron and Ms. Farrell for their work on the event. He said last Friday night  
42 he had attended the Lake County Historical Society awards. He said for the third year in a row  
43 Tavares won the Community of the Year Award. He said he had left the award in his car so did  
44 not have it available to present.

45  
46 **Vice Mayor Grenier**

1 Vice Mayor Grenier said the voting panel is comprised of 20 members from all over the county.  
2 He thanked Ms. Rogers for having the stage set up with Dave Patton and Perry Ragan for their  
3 work on the building. He thanked Chief Lubins for insuring the protection of the historical items.  
4

5 Vice Mayor Grenier stated that Betty Burleigh received the President's Award. This award is  
6 given to a person who is vital to the historical society. He said she received a standing ovation at  
7 the event.  
8

9 **Councilmember Smith**

10  
11 Councilmember Smith said the Seaplane Fly In was fantastic and he wanted to give credit to  
12 Lauren Farrell for her organizational skills.  
13

14 Councilmember Smith said the Michael Ray concert in conjunction with the jet ski races will be a  
15 good combination.  
16

17 Councilmember Smith said the Tavares High School Ladies Softball team won districts but lost  
18 during the regional game last night. He said Tavares men won districts and they are playing  
19 tonight at Tavares Fred Stover field. He said it is the first time they have won district in 21 years.  
20

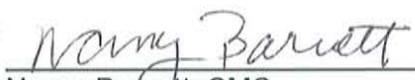
21 **Mayor Wolfe**

22  
23 Mayor Wolfe added his appreciation for the successful Seaplane Fly In event and commended  
24 Lauren Farrell.  
25

26 **Adjournment**

27  
28 There was no further business and the meeting was adjourned at 5:20 p.m.  
29

30 Respectfully submitted,  
31  
32  
33

34   
35 \_\_\_\_\_  
36 Nancy Barnett, CMC  
37 City Clerk

**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
MAY 16, 2012**

**AGENDA TAB NO. 2**

**SUBJECT TITLE: PD &E Study for Improving SR 19 Between CR 48 &561  
Presentation by Lake-Sumter MPO**

---

**OBJECTIVE:**

HDR Engineering, the consultant for this project, will make a brief presentation to update Council on the scope of this study.

**SUMMARY:**

FDOT, in cooperation with Lake County, Howey-in-the-Hills, Tavares and the Lake-Sumter MPO is conducting a Project Development and Environment (PD&E) Study evaluating the needs and impacts associated with improving State Road (19) in Lake County between CR 48 in Howey-in-the Hills and CR 561 in Tavares. The proposed action involves widening SR 19 from a two lane undivided roadway to a four lane divided roadway, including the construction of a new Howey Bridge over Little Lake Harris. The study is being conducted to examine the future needs in the SR 19 corridor and to evaluate various alternatives in terms of widening SR 19 versus the impacts of allowing SR 19 to remain in its current condition.

**OPTIONS:**

No Council action required.

**STAFF RECOMMENDATION:**

That City Council receives the update and provides comments and recommendations.

**FISCAL IMPACT:**

N/A

**LEGAL SUFFICIENCY:**

This contract has been reviewed by our City Attorney and approved for legal sufficiency.



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

719 S. Woodland Blvd.  
DeLand, FL 32720

ANANTH PRASAD, P.E.  
SECRETARY

April 25, 2012

Mr. Jacques Skutt  
Director - Community Development  
City of Tavares  
201 E. Main St.  
Tavares, FL 32778

**Subject:** State Road (SR) 19 / Howey Bridge Project Development & Environment (PD&E) Study  
Lake County  
Financial ID No. 238319-1-22-01  
FAN: 3512-024-P

Dear Government Partner;

On behalf of the Florida Department of Transportation (FDOT), I invite you to an alternatives public meeting regarding the PD&E Study concerning plans to widen SR 19 in Lake County.

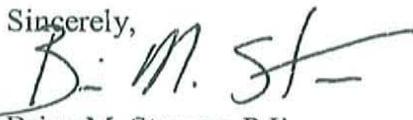
The project proposes to widen SR 19 to four lanes from County Road (CR) 48 to CR 561, including the Howey Bridge over Little Lake Harris. The project is partially funded for construction. A copy of the project newsletter which was sent to area property owners and stakeholders is attached for your information and use.

The meeting is scheduled for Thursday, May 24<sup>th</sup>, at Adventure Christian Church (formerly Mid-Lakes CC) located at 3800 SR 19 in Tavares, Florida 32778. The meeting begins with an open house at 5:00 p.m. and concludes at 7:00 p.m. During the meeting, a video presentation will also be available for viewing in lieu of a formal presentation.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services, free of charge, should contact: Mindy Heath, HDR Engineering, at 315 East Robinson, Suite 400, Orlando, Florida 32801, by email at [mindy.heath@hdrinc.com](mailto:mindy.heath@hdrinc.com), by fax at 407.420.4242, or at 407.420.4245 at least seven days prior to the meeting.

For additional information concerning the project, please contact David Cooke, FDOT Project Manager, at 386.943.5404 or email him at [david.cooke@dot.myflorida.com](mailto:david.cooke@dot.myflorida.com).

Sincerely,

  
Brian M. Stanger, P.E.

Project Development and Environment Engineer  
FDOT District Five  
Enc 1

## Project Information

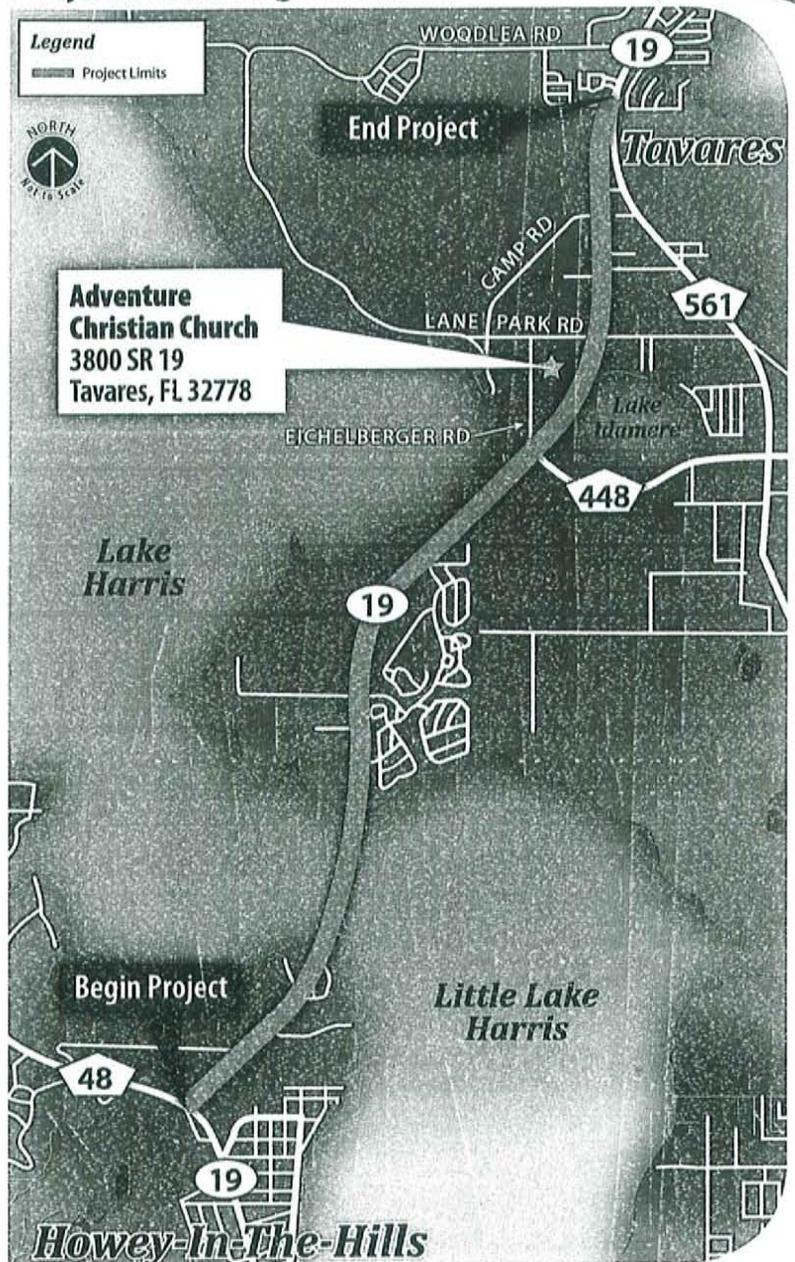
The Florida Department of Transportation, in cooperation with Lake County, Howey-in-the-Hills, Tavares and the Lake-Sumter MPO is conducting a Project Development and Environment (PD&E) Study evaluating the need and impacts associated with improving State Road (SR) 19 in Lake County, Florida. The study limits are between County Road (CR) 48 and CR 561, connecting Howey-in-the-Hills with Tavares, including the Howey Bridge over Little Lake Harris, as shown on the project location map. The proposed action involves widening SR 19 from a two lane undivided roadway to a four lane divided roadway. The study is being conducted to examine the future needs in the SR 19 corridor and to evaluate various alternatives in terms of widening SR 19 versus the impacts of allowing SR 19 to remain in its current condition.

Since the kick-off meeting in November 2011, the project team has collected and analyzed data pertaining to the potential cultural and environmental impacts associated with the build and no-build alternatives. Alternatives considered include adding two new lanes to the left of the existing roadway or to the right of the existing roadway; some combination of right and left; reconstructing the roadway with an additional lane on either side; or leaving the roadway as is. Several roadway configurations are being evaluated including: curb and gutter on both sides of the roadway with a design speed of 45 mph; curb and gutter on both sides of the roadway with a design speed of 55 mph; and curb and gutter on the inside lanes, a flush shoulder and swales on the outside lane with a design speed of 55 mph. In regards to the Howey Bridge over Little Lake Harris, the alternatives are to build the new bridge either to the east or west of the existing bridge with consideration to as the type of bridge, or to do nothing. Bicycle and pedestrian facilities are also being evaluated with the build alternatives. Throughout the study, input is requested from all stakeholders.

## You're Invited!

An alternatives public meeting is being held to share the results of the alternatives analysis with area residents, business owners, travelers, other interested parties and stakeholders and to provide the opportunity for them to identify issues, areas of concern, and share comments about the alternatives. The meeting is scheduled for **Thursday, May 24th, 2012 at Adventure Christian Church (formerly Mid-Lakes CC) between Lane Park Road and CR 448 (see map) from 5:00 p.m. to 7:00 p.m.** A presentation about the project will run continuously during the meeting. For more information, see the box next to your address on the other side of this newsletter.

## Project/Meeting Location



## Get Involved!

Community outreach will occur throughout the study process. In addition to this meeting, a public hearing will be scheduled in the fall of this year (2012). The Study Team will also be available throughout the study to answer your questions, consider your ideas, and discuss your concerns. The study team is available to meet with individuals, homeowner associations, businesses, civic groups, and other interested parties. For additional information or to arrange a meeting or presentation, please contact Mindy Heath, Public Involvement Coordinator, at 407.420.4200 or [mindy.heath@hdrinc.com](mailto:mindy.heath@hdrinc.com) or contact David Cooke, FDOT Project Manager at 386.943.5404 or [david.cooke@dot.myflorida.com](mailto:david.cooke@dot.myflorida.com).



Photo: Howey Bridge over Little Lake Harris



# Additional Information:

Information is also available through the project web site at:

[www.sr19howeybridge.com](http://www.sr19howeybridge.com)



## Welcome to the SR 19 PD&E Study Project Website.

Welcome to the SR 19 / Howey Bridge PD&E Study Page! On this website you may find information and data regarding the goals of this Project Development and Environmental (PDE) Study, project information and documents, information about upcoming meetings and how to get involved and the major milestones in the project schedule.

Please click on our public involvement page to be added to our mailing list or to leave us a comment! (August 2011)

### Project Introduction

The Florida Department of Transportation (FDOT) is conducting a Project Development and Environmental (PDE) Study for SR 19 from CR 48 to CR 561 in Lake County Florida, a distance of approximately 1.75 miles. The study involves evaluating alternatives to provide additional capacity in this corridor. The proposed action involves widening the existing facility from a two-lane undivided roadway to a four-lane divided roadway and includes the Little Lake Harris Bridge. This study is being conducted in cooperation with Lake County, Howey in the Hills and Tavares, Florida.

State Road 19 and the Little Lake Harris Bridge form a critical link in the central Lake County transportation network. Regionally SR 19 is the north-south connector through the Harris Chain of Lakes, connecting the counties and communities both to the north and south. SR 19 is the connection between Howey in the Hills and communities to the south to Tavares and Mt. Dora and other communities to the north. In the absence of this corridor, travelers would have to go around the lakes to the east or west, adding

The SR 19 PD&E study was initiated in the summer of 2011. The project kick-off meeting was held in November of 2011. Currently, the project team is preparing to present the results of the alternatives analysis of the future laneage configurations for SR 19, including various 4 laning options and an as is option. The results of the analysis will be presented at the meeting on May 24, 2012. All of the project information to date is currently available on the project website at [www.SR19howeybridge.com](http://www.SR19howeybridge.com). The materials for the May 24 meeting will be posted there shortly after the meeting. Please check back regularly for updates. You do not need to attend the meeting to submit comments, the comment period will remain open until June 11, 2012. Comment forms will be available on the project website and comments may be submitted to Mindy Heath via mail at 315 East Robinson, Suite 400, Orlando, FL 32801; via email at [mindy.heath@hdrinc.com](mailto:mindy.heath@hdrinc.com); or via fax at 407.420.4242. After your comments and concerns are received, the project team will consider them in preparing the preferred alternative, which will be presented at a public hearing, tentatively scheduled for the fall of 2012.

## SR 19 PD&E Study Alternatives Public Meeting

**When:** Thursday, May 24, 2012  
5:00 p.m. - 7:00 p.m.

**Where:** Adventure Christian Church  
3800 SR 19  
Tavares, FL 32778  
(access from Eichelberger Road from either Lane Park Road or CR 448)

**Why:** Share the alternatives analysis and provide the opportunity to identify issues, areas of concern, and comments.

Persons requesting special accommodations under the Americans With Disabilities Act of 1990 may contact Mindy Heath by phone at 407.420.4245; by sending an email to [mindy.heath@hdrinc.com](mailto:mindy.heath@hdrinc.com); or in writing at 315 E. Robinson St, Suite 400, Orlando, FL 32801 at least seven (7) days prior to the meeting. Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status.



Florida Department of Transportation  
District Five  
719 S. Woodland Blvd. MS - 501  
Deland, FL 32720-6834

This project schedule is intended to provide you with general information on upcoming activities and events. These dates are subject to change.

PROJECT ELEMENT	2011	2012	2013
Data Collection	Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec	Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec	Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec
Kick-Off Meeting	Nov		
Viable Alternatives	Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec		
Determine Preferred Alternative		Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec	
Prepare Engineering Reports		Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec	
Location & Design Concept Acceptance		Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec	
Public Involvement		Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec	
Public Hearing		Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec	
Public Meeting		Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec	
Newsletters/Website Updates		Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec	

**SR 19 PD&E Schedule**  
The SR 19 PD&E Study started in July 2011 and is anticipated to be finished by early to mid 2013. The project schedule below provides an overview of the main PD&E Study activities and related timeframes.

**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
MAY 16, 2012**

**AGENDA TAB NO. 3**

**SECOND READING**

**SUBJECT TITLE: Ordinance 2012-12  
Annexation & Rezoning –Morgan & Morgan Property Hwy 441**

---

**OBJECTIVE:**

To consider the annexation and rezoning to General Commercial of approximately 1.41 acres of property located on the north side of US 441 approximately 750 feet east of Lake Eustis Drive.

**SUMMARY:**

The subject property is located on the north side of U.S. 441 approximately 750 feet east of Lake Eustis Drive and west of Lake Junietta (existing Morgan & Morgan law office and adjacent vacant parcel). The property is approximately 1.41 acres in size. The property consists of two parcels. On the westerly parcel is situated the Morgan & Morgan law office. The easterly parcel abuts Lake Junietta and is vacant. The City is concurrently processing a future land use map amendment to re-designate the property from Lake County Urban Low to City of Tavares Commercial on the Future Land Use Map 2020. The applicant is proposing to erect an LED billboard sign on the vacant parcel.

**STAFF COMMENT:**

Lands adjacent and across the road from the subject property are commercial in nature. The property is contiguous to the city. The applicant will be required to connect the existing law office to the city's waste water system within six months of the effective date of annexation. A pressurized sewer line runs in front of the building on Lake Eustis Drive. The City is sharing connection costs to the property by providing an appropriately sized sewage pump. A site plan demonstrating compliance with all city regulations including applicable state and federal environmental laws must be approved prior to the issuance of any building permits for the billboard sign. The billboard manufacturer has provided information that confirms that there will be no glancing light intrusion onto adjoining properties. It is staff's opinion that a General Commercial (C-1) zoning is the most compatible designation for this property.

**OPTIONS:**

1. That City Council moves to approve Ordinance 2012-12.
2. That City Council denies the propose annexation and rezoning.

**PLANNING & ZONING BOARD RECOMMENDATION**

At its April 19<sup>th</sup> meeting, the Planning & Zoning Board voted unanimously to recommend approval of Ordinance 2012-12.

**STAFF RECOMMENDATION:**

Staff recommends that City Council moves to approve Ordinance 2012-12.

**FISCAL IMPACT:**

N/A

**LEGAL SUFFICIENCY:**

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

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14

**ORDINANCE 2012-12**

**AN ORDINANCE OF THE CITY OF TAVARES AMENDING THE BOUNDARIES OF THE CITY BY ANNEXING APPROXIMATELY 1.41 ACRES LOCATED ON THE NORTH SIDE OF US HWY 441 APPROXIMATELY 750 FEET EAST OF LAKE EUSTIS DRIVE; REZONING SAID PROPERTY FROM LAKE COUNTY COMMERCIAL (C-1) AND LAKE COUNTY RESIDENTIAL PROFESSIONAL (RP) TO CITY OF TAVARES GENERAL COMMERCIAL (C-1); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

15           **WHEREAS**, the owner of the property described in **Exhibit "A"** has voluntarily  
16 petitioned to annex into the City of Tavares, and

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

20           **WHEREAS**, the City of Tavares, Florida, is in a position to provide municipal  
21 services to the property described herein and the owner of said property has agreed to  
22 connect to the municipal wastewater system within 6 months of the effective date of this  
23 ordinance; and,

24           **WHEREAS**, the City Council of the City of Tavares, Florida, deems it in the best  
25 interest of the City to accept said petition and to annex said property; and,

26           **WHEREAS**, the property is currently zoned in part Lake County Commercial (C-  
27 1) and in part Lake County Residential Professional (RP) and the applicant has  
28 requested that said property be rezoned to a City designation of General Commercial  
29 (C-1); and,

30           **WHEREAS**, this property fronts onto U.S. 441 which is designated by the Lake  
31 County future land use map as Lake County Urban Low and therefore a commercial  
32 designation is in compliance with the Lake County Comprehensive Plan; and,

33           **WHEREAS**, the City is concurrently processing a future land use map  
34 amendment to re-designate the property from Lake County Urban Low to a City of  
35 Tavares Commercial designation on the Future Land Use Map 2020; therefore

36  
37           **BE IT ORDAINED** by the City Council of the City of Tavares, Florida, as follows:  
38

1 **Section 1. Annexation**

2 The property legally defined as and depicted in **Exhibit "A"** attached hereto,  
3 situated in Lake County, Florida, is hereby incorporated into and made a part of the City  
4 of Tavares, Florida, pursuant to the voluntary annexation provisions of Section 171.044,  
5 Florida Statutes.

6  
7 **Section 2. Rezoning**

8 The property described in **Exhibit "A"** shall hereby be rezoned from Lake  
9 County Commercial (C-1) and Lake County Residential Professional (RP) to City of  
10 Tavares General Commercial (C-1) and shall be subject to the provisions contained  
11 within the Land Development Regulations for this zoning designation.

12  
13 **Section 3. Severability.**

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

17  
18 **Section 4. Effective Date.**

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

21  
22  
23 **PASSED AND ORDAINED** this \_\_\_\_\_ of \_\_\_\_\_, 2012, by the City  
24 Council of the City of Tavares, Florida.

25  
26  
27 \_\_\_\_\_  
28 Robert Wolfe, Mayor  
29 Tavares City Council

30 First Reading: \_\_\_\_\_

31  
32 Passed Second Reading: \_\_\_\_\_

33  
34  
35 ATTEST:  
36 \_\_\_\_\_  
37 Nancy Barnett, City Clerk  
38

1 APPROVED AS TO FORM AND LEGALITY:  
2  
3

4 \_\_\_\_\_  
5 Robert Q. Williams, City Attorney  
6  
7  
8  
9

10  
11 **EXHIBIT A**  
12  
13

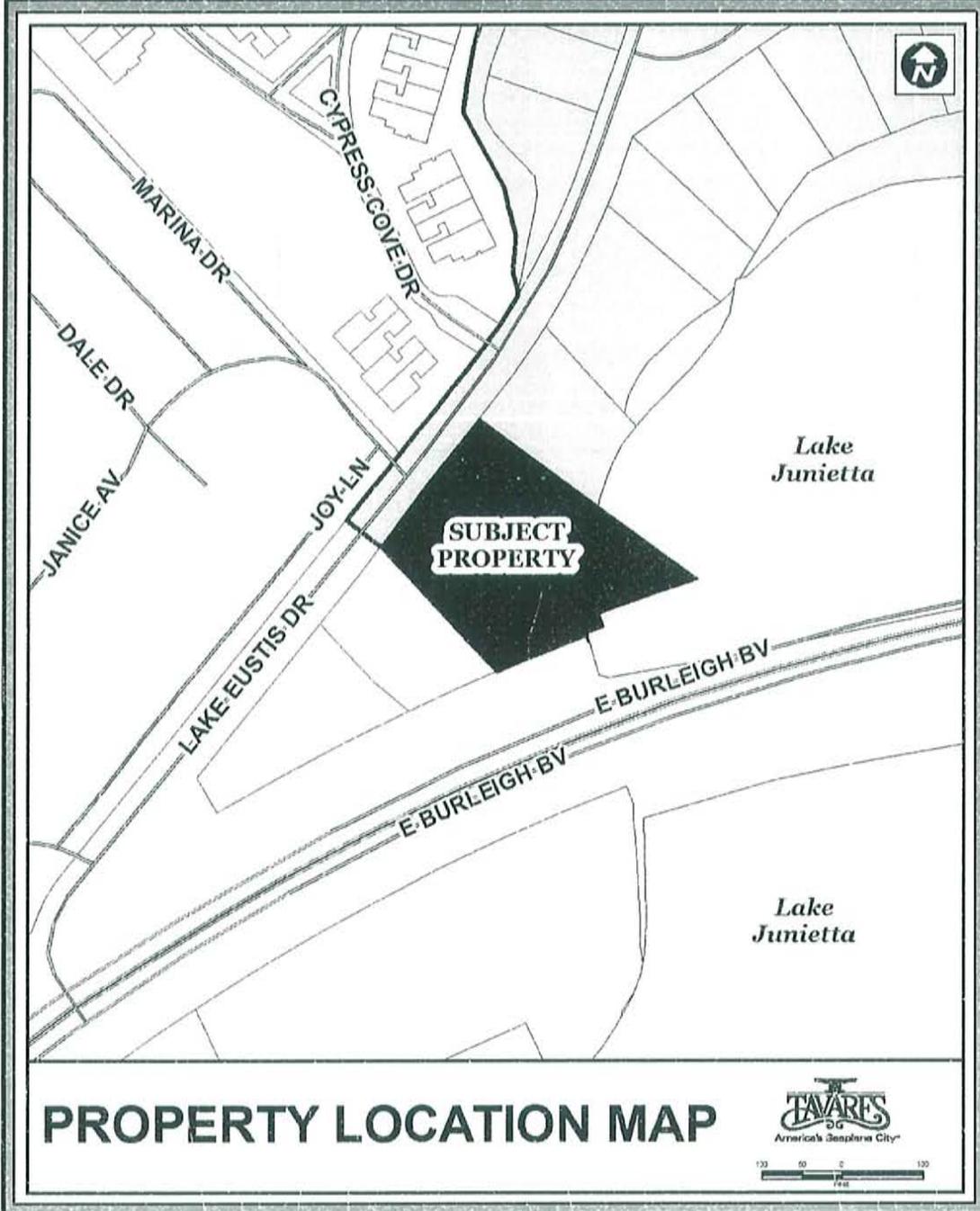
**DESCRIPTION:** (AS FURNISHED)

A PORTION OF LAND LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21, NORTH 89°41'55" WEST, 939.14 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 500, SAID POINT ALSO BEING THE POINT OF BEGINNING AND A POINT ON A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 3,014.93 FEET, A CENTRAL ANGLE OF 02°24'32" AND A CHORD BEARING AND DISTANCE OF SOUTH 70°56'51" WEST, 126.75 FEET; THENCE, ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES, (1) ALONG THE ARC OF SAID CURVE 126.76 FEET TO A POINT ON A NON-TANGENT LINE; (2) SOUTH 20°15'25" EAST, 18.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,996.93 FEET, A CENTRAL ANGLE OF 02°47'00" AND A CHORD BEARING AND DISTANCE OF SOUTH 68°21'05" WEST, 145.57 FEET; (3) ALONG THE ARC OF SAID CURVE 145.59 FEET; THENCE NORTH 42°39'17" WEST, 124.44 FEET; THENCE NORTH 42°44'17" WEST, 86.21 FEET TO THE EASTERLY RIGHT OF WAY LINE OF LAKE EUSTIS DRIVE; THENCE, ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 36°13'52" EAST, 95.46 FEET; THENCE, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 37°21'17" EAST, 108.00 FEET; THENCE SOUTH 52°40'10" EAST, 339.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 61,474 SQUARE FEET, OR 1.411 ACRES MORE OR LESS.

# CITY OF TAVARES



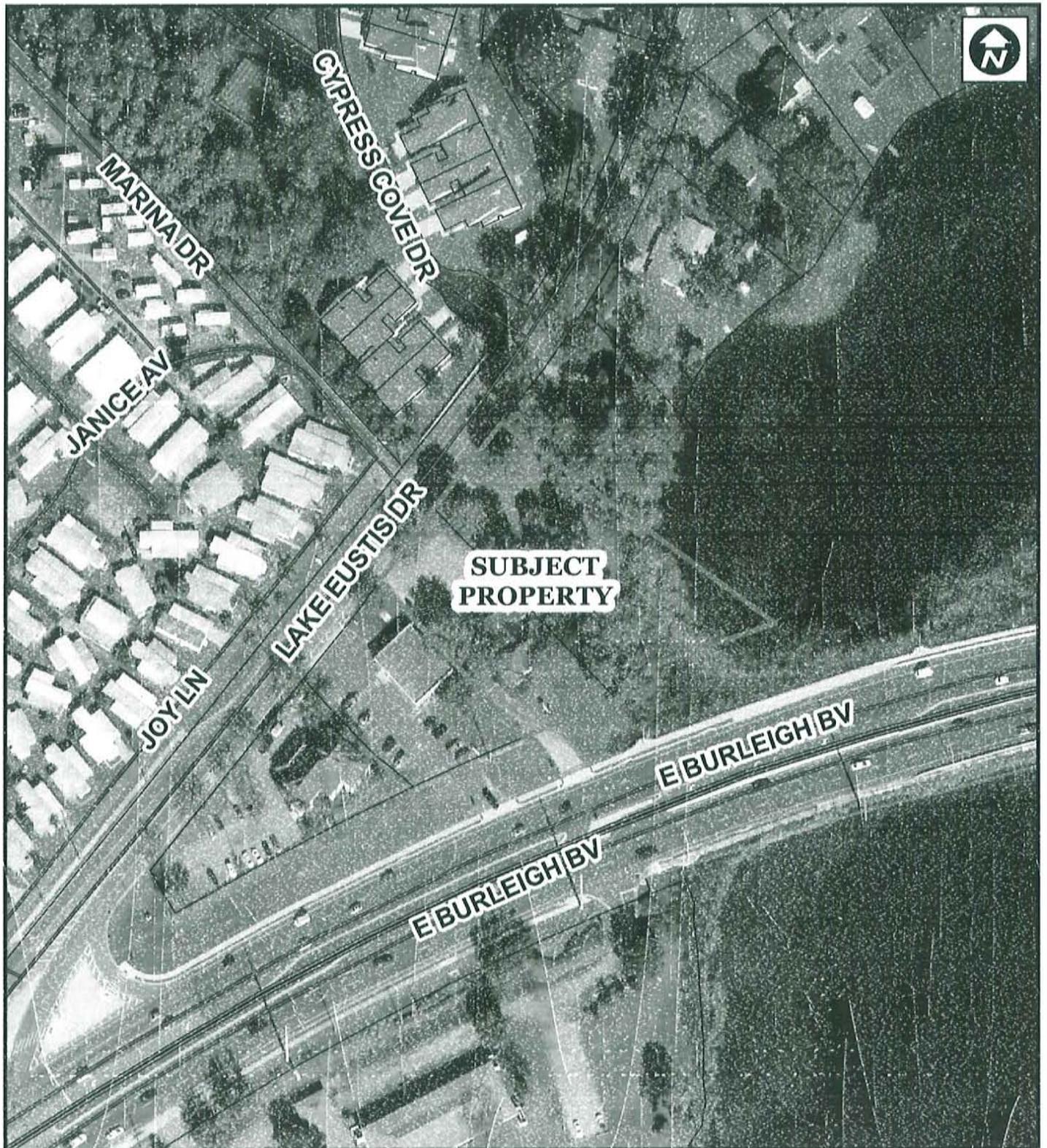
## PROPERTY LOCATION MAP



Created By City of Tavares GIS F:\2012\DATA\PROJECT FILES\M&M\Mount Dora LLC - Annex- Rezoning - SSFLUM - P\2012-041\GIS\A35\_Maps\WM\_MOUNT\_DORA\_AD.mxd Map Created on 3/27/12

1

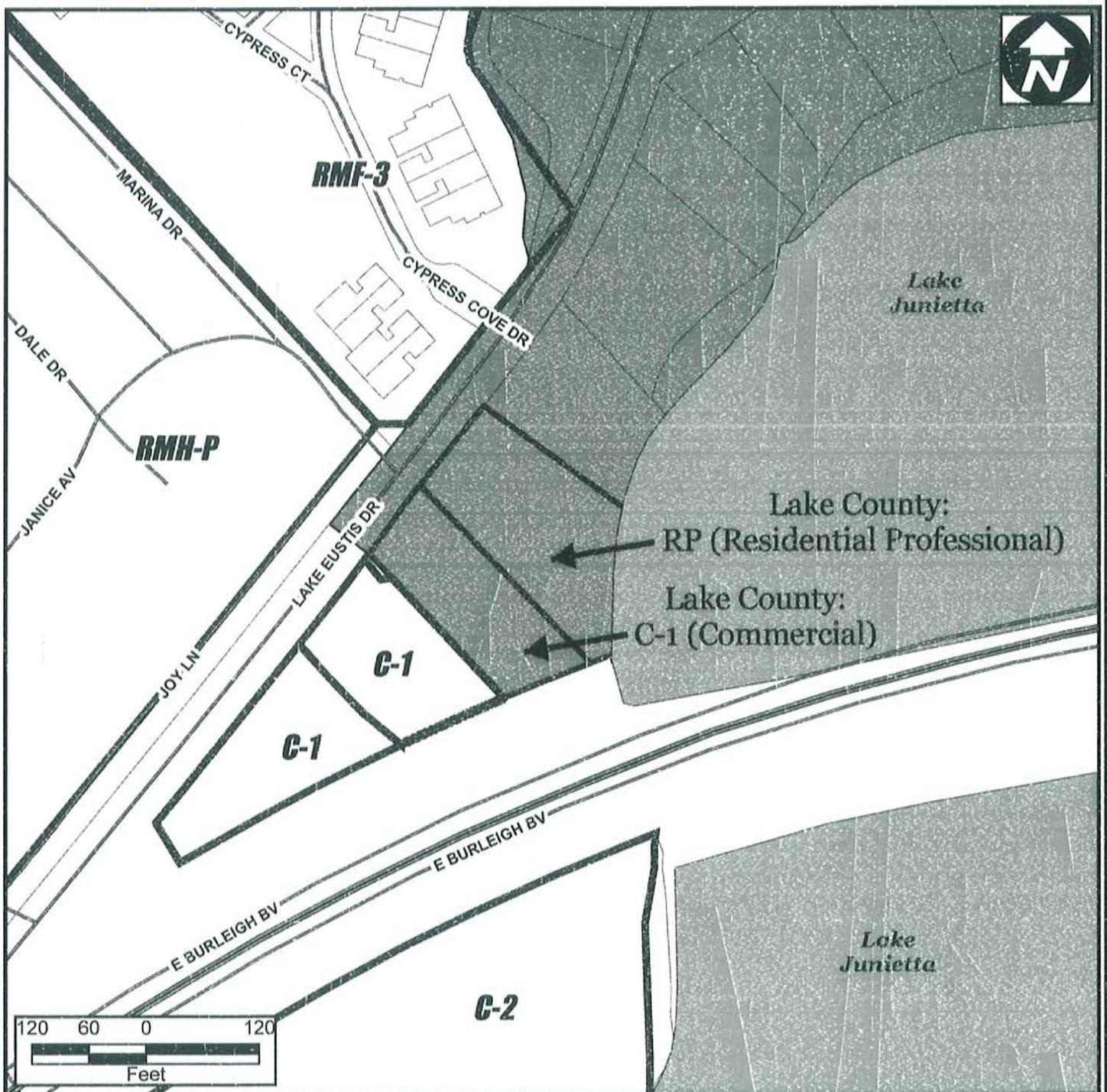
# CITY OF TAVARES



## PROPERTY LOCATION MAP



# CITY OF TAVARES ORDINANCE # 2012-12



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



## ZONING MAP ORDINANCE # 2012-12

**M&M Mount Dora, LLC**

Current: County C-1, RP  
Proposed: City C-1  
01.42 ± Acres

### Legend

- |                  |              |
|------------------|--------------|
| CITY BOUNDARY    | MAJOR ROADS  |
| ZONING           | STREETS      |
| SUBJECT PROPERTY | PARCELS      |
| UNINCORPORATED   | CONSWETLANDS |



1           **1) M& M Mount Dora, LLC – Annexation, Rezoning Ordinance 2012-12**

2  
3           Jacques Skutt, Community Development Director provided the following staff report;

4  
5           The subject property is located on the north side of U.S. 441 approximately 750 feet east of  
6           Lake Eustis Drive and west of Lake Junietta (existing Morgan & Morgan law office and  
7           adjacent vacant parcel). The property is approximately 1.41 acres in size. The property  
8           consists of two parcels. On the westerly parcel is situated the Morgan & Morgan law office.  
9           The easterly parcel abuts Lake Junietta and is vacant. The City is concurrently processing a  
10          future land use map amendment to re-designate the property from Lake County Urban Low to  
11          City of Tavares Commercial on the Future Land Use Map 2020. The applicant is proposing to  
12          erect a billboard sign on the vacant parcel.

13  
14          Staff recommended that the Planning and Zoning Board move to recommend approval of  
15          Ordinance 2012-12.

16  
17          Chairman Adams asked if there was anyone in the audience who would like to make a  
18          comment. Mr. Brad Cooper of Clear Channel and speaking on behalf the applicant said that  
19          he was available to answer questions.

20  
21          John Tanner asked to discuss the proposed billboard. There was discussion as to whether the  
22          billboard was permitted and if the location was appropriate. It was determined that as a sign,  
23          concerns regarding billboards could be addressed by review of the sign chapter of the Land  
24          Development Regulations.

25  
26          **MOTION**

27  
28          **Gary Santoro moved to recommend approval of Ordinance 2012-12. The motion was**  
29          **seconded by Norb Thomas. The motion carried unanimously 6-0.**

30  
31          **2) M&M Mount Dora, LLC – SSFLUM - Ordinance 2012-13**

32  
33          Jacques Skutt, Community Development Director provided the following staff report;

34  
35          Ordinance 2012-13 proposes a small scale amendment to the Future Land Use Map 2020 of the  
36          Comprehensive Plan.

37  
38          The subject property (Parcel Alternate Key Numbers 1217032 & 1217083) is 1.41 acres in  
39          size, located on the north side of U.S. 441 approximately 750 feet east of Lake Eustis Drive  
40          and west of Lake Junietta. An application to annex and rezone this property to a general  
41          commercial designation is concurrently under consideration. This ordinance would amend the  
42          current Future Land Use Designation from Lake County Urban Low to City Commercial.

43  
44          Future Land Use Amendment

45          The city is required to place a future land use designation on annexed property. The subject property is  
46          currently designated Lake County Urban Low. A City Commercial designation is most compatible with  
47          surrounding property.

YOUR COMMUNITY IN BRIEF

# Extension office offers free programs at county libraries

**BY DEBBIE MANIS**  
Staff Writer

The University of Florida/Lake County extension office will offer several free programs at the following libraries:

Get a jump on "Do Better Your Life" from 2 to 3 p.m. Wednesday at Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont. Participants will learn the principles of good storage, how long and where to store important documents and how to overcome barriers to organization.

"Women and Money" will be offered from 2 to 3 p.m. April 23 at Lady Lake Public Library, 228 W. Guava St. Participants will learn how to take charge of their financial life.

The program also will be offered from 2 to 3 p.m. May 2 at Cooper Memorial Library.

For more information, email Julie England at julieeng@ufl.edu or call 352-348-4101, Ext. 372.

**Mount Dora**  
VVA also serves steak dinners from 5 to 7 p.m. (the fourth Saturday of every month at VFW Post 8087. The public is welcome.)

Details: 352-702-8145 or 352-552-3109.

■ **Fifth Circuit Juvenile Justice Board**, which includes Lake, Marion, Sumter, Glades and Hernando counties, committed planning meeting is 8:30 a.m. Thursday at Oxford Assembly of God in Sumter County, 1201 N. U.S. Highway 20. The regular meeting will begin at 9:30 a.m.

Details: Becky Linn, 352-620-7405, Ext. 227.

■ **The Highlanders Chapter of the Florida Trail Association** will meet at 6 p.m. Thursday in Room A of the Leesburg Public Library, 100 E. Main St. The meeting, which is usually held the fourth Thursday of the month, will be held the third Thursday because of the Leesburg Bluefest. Gene Binley will give a presentation on bike hiking in Central Arizona.

Participants are encouraged to bring a snack to share and aluminum cans to recycle.

Details: 352-767-8651 or bobbiblanco@floridatrail.com.

## Benefit jewelry sale

Leesburg Regional Medical Center Auxiliary will have a fundraising jewelry sale from 7 a.m. to 4 p.m. Wednesday and Thursday in the west lobby of the hospital, 600 E. Dixie Av. Jewelry will be provided by the Masquerade Jewelry Company. All items are \$5. Proceeds will benefit the hospital.

## Housing Expo

Marion County Community Services and other community groups and businesses will present the 10th annual Ocala/Marion County Housing Expo from 10 a.m. to 2 p.m. Saturday at the Silver Springs Show Community Center, 590 Silver Road, Ocala.

Participants will receive free expert advice and help about home-buying, house repairs and foreclosure.

Details: 352-670-8770.

## Meetings

■ **Lake Mingoa High School's advisory committee** will be at 6 p.m. today in the media center, 101 N. Haines St. Road, Mims. Topics will include end of course exams, FCAT updates and plans for 2012-13 school year.

Details: 352-994-9600.

■ **Chain Stitches Chapter of the Embroiders' Guild of America** meets from 1 to 3 p.m. the third Wednesday of every month in Room A/B at the Leesburg Public Library, 100 E. Main St. Participants can learn the art of hand embroidery.

Details: 352-345-1456.

■ **Vietnam Veterans of America Chapter 1026** meets at 6:30 p.m. the third Wednesday of every month at the Veterans of Foreign Wars Post 8087, 1065 County Road 19A.

## Furniture collection

Marion County residents can get rid of unwanted furniture at recycling centers. Marion County Solid Waste Department holds furniture collection every month from 7 a.m. to 5 p.m.

Collection dates will be at the following locations:

- Saturday, Weirsdale recycling center, 12535 SE 26th St., Weirsdale.
  - April 28, Orange Lake recycling center, 6590 NW 53rd Court Road, Orange Lake.
  - May 5, Florida Highlands recycling center, 8590 SW 50th St., Dunnellon.
  - May 12, Salt Springs recycling center, 18580 N.E. 203rd Avenue Road, Silver Springs.
  - May 19, South Pines recycling center, 15450 S.E. 182nd Avenue Road, Umatilla.
  - May 26, Wright Park recycling center, 1090 NW 90th Ave., Reddick.
- Details: 352-678-8465 or marioncounty.org/solidwaste.htm

Orlando Sentinel, 1608 E. Burleigh Blvd.,  
Tavares, FL 32778-4366, fax 352-742-5928 or  
dmuniz@ohioline.com

## RETIRE SMART

# Coping in low-interest world not easy

**BY JILL SCHLESINGER**  
Tribune Media Services

A reader writes: "My CD is maturing next month. What are my alternatives in this low-interest world?"

I can't think of at least one, and all I can think of, "Pity the poor saver!"

To boost the economy, the Federal Reserve has been slashing short-term interest rates (the Fed Funds rate) to the historically low levels of 0 to 0.25 percent, the range at which rates have been for over three years running. As a result, interest on everything from savings accounts to money market funds to CDs is meager at best. What's a good saver to do?

First, let's make sure that we differentiate between those who want to bump up the interest on their emergency reserve funds (2 months of living expenses for retirees, 9-12 months for pre-retirees) and those who have used CDs as part of their total retirement investments.

For emergency reserves, you must have the ability to access your money quickly. This is a concept known as "liquidity" and it's important regardless of your age, but even more so during retirement. Checking accounts, savings accounts, money market funds and 1-, 6- or 12-month CDs have all been the vehicles of choice for emergency funds, even while interest rates for those instruments are hovering below 0.5 percent.

But don't give up too easily! My colleague

Allan Roth has directed me to a fabulous website that keeps track of the best options among the various account types, [www.pastaccounts.com](http://www.pastaccounts.com). At this site, you will see that some banks and credit unions offer 3-, 6- or 7-year CDs at 1.8-2.4 percent, with minimal 60-day early withdrawal penalties. For every \$10,000 in emergency reserves, you may be able to increase your earnings by \$175-\$200 a year.

Another idea for your emergency reserves is Series I US Savings Bonds, which have two components: a fixed rate that remains the same throughout the life of the bond, and a variable inflation rate that is adjusted twice a year (May and November) based on changes in the Consumer Price Index. Today, the first component pays 0 percent, and the second component pays 2.00 percent, which is a heck of a lot better than the 0.5 percent that you're earning on short-term CDs! How does it work? Interest from the bond is added to the bond's value each month. That means that you don't receive periodic interest payments, but rather you collect the interest when you cash in your bonds. Note that there are two drawbacks to I-Bonds: You can only buy \$10,000 per person, per year, and you have to hold them for at least one year.

Jill Schlesinger is editor-at-large for CSIMoneyWatch.com. Contact her with questions and comments at [ajl@jmsmoneywatch.com](mailto:ajl@jmsmoneywatch.com).

## PICKLES



## How to reach us: Lake County newsroom contacts

**COUNTY EDITOR**  
JERRY FALLSTROM  
jfallstrom@orlandosentinel.com  
352-762-5996

**COMMUNITIES EDITOR**  
DANA EAGLES  
deagles@orlandosentinel.com  
407-620-5427

LAKE NEWS ONLINE  
LakeSentinel.com

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

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• 1/2 Hour Carpet • Petrols Cleaning

• 1/2 Hour Carpet • Petrols Cleaning

• 1/2 Hour Carpet • Petrols Cleaning

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221 N. US Hwy 27, Suite H

**EUSTIS 483-HEAR (4327)**  
2755 S. Bay Street, Suite F

**SATISFACTION GUARANTEED**

71910 [www.lakemedicalhearing.com](http://www.lakemedicalhearing.com)

Hearing instruments help people hear better, but no hearing instrument can solve every problem or restore hearing back to normal. ©2012 Lake Medical Hearing Centers, Inc. All Rights Reserved.

## THE CITY OF TAVARES NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Tavares will consider at the public hearings set forth below enactment of proposed Ordinance 2012-12 and Ordinance 2012-13 titled as follows:

**ORDINANCE 2012-12**

AN ORDINANCE OF THE CITY OF TAVARES AMENDING THE BOUNDARIES OF THE CITY BY ANNEXING APPROXIMATELY 1.41 ACRES LOCATED ON THE NORTH SIDE OF US HWY 441 APPROXIMATELY 750 FEET EAST OF LAKE EUSTIS DRIVE; REZONING SAID PROPERTY FROM LAKE COUNTY COMMERCIAL (C-1) AND LAKE COUNTY RESIDENTIAL PROFESSIONAL (RP) TO CITY OF TAVARES GENERAL COMMERCIAL (C-1); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS OBTAINED BY THE CITY OF TAVARES (C-1); PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**ORDINANCE 2012-13**

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN (LUREL AND USE MAP 2020), PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON APPROXIMATELY 1.41 ACRES OF LAND GENERALLY LOCATED ON THE NORTH SIDE OF US HWY 441 APPROXIMATELY 750 FEET EAST OF LAKE EUSTIS DRIVE, FROM LAKE COUNTY URBAN LOW TO CITY OF TAVARES COMMERCIAL, PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR THAMSMUTUAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Proposed Ordinance 2012-12 and Ordinance 2012-13 will be considered at the following public meetings:

1. Tavares Planning & Zoning Board meeting on April 19, 2012, at 3 p.m. and
2. Tavares City Council meeting on May 2, 2012, at 4 p.m. (Introduction and First Reading by Title Only); and
3. Tavares City Council meeting on May 16, 2012, at 4 p.m. (Second Reading — Adoption Hearing)

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

Proposed Ordinance 2012-12 and Ordinance 2012-13 may be inspected by the public between the hours of 7:30 a.m. and 5:00 p.m. Monday through Friday of each work day.

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

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Planning Department, City of Tavares, 201 East Main Street, Tavares, Florida 32780. Telephone: (352) 742-6406, at least 2 (two) working days prior to the date of the Public Hearing; if you are hearing or voice impaired, call (352) 742-6433.

Please direct any questions on this proposed ordinance to Jacques Skutt, Community Development Director, at (352) 742-6404.



# Orlando Sentinel

Publication Date: 04/16/2012

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Ad Number: 092027702  
 Insertion Number: 092027702  
 Size: 3 x 10.5  
 Color Type: B&W

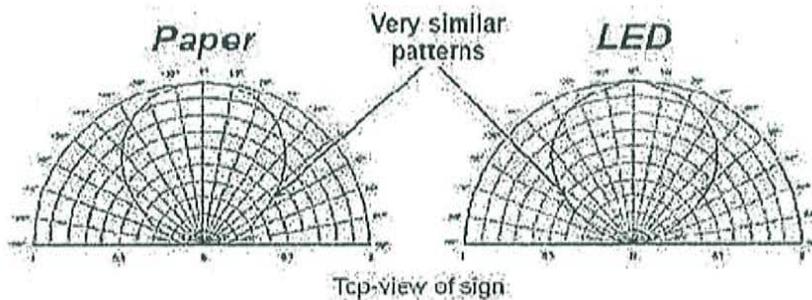
Client Name: CITY OF TAVARES  
 Advertiser: Lake/D 2/LAK  
 Section/Page/Zone: ORD 2012-12 AND 13  
 Description:

RE: Digital Viewing Cone specifics-Vertical and Horizontal

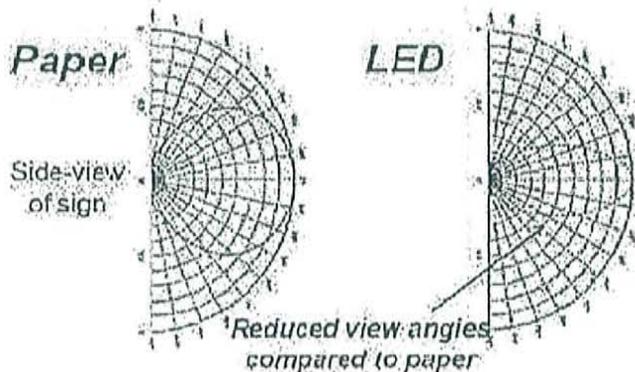
The first chart below is to be viewed as if the horizontal line at the bottom is the billboard face, viewed from overhead. This displays how the illuminance continues to reduce as you get more parallel to the sign face. Gradually reducing to nothing. If you stand right next to the sign, no light is visible. If you stand directly beneath the sign, no light is visible on the ground immediately around you.

Light from the LED sign face is spread horizontally and vertically.

Horizontally:



And Vertically:



Source: Nichia Specifications for Blue LED <http://www.nichia.com/specification/en/product/led/NSPB346KS-E.pdf>

**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
MAY 16, 2012**

**AGENDA TAB NO. 4**

**SECOND READING**

**SUBJECT TITLE: Ordinance 2012-13  
Small Scale FLUM Amendment- Morgan & Morgan Property Hwy 441**

---

**OBJECTIVE:**

To consider a Future Land Use Map amendment for approximately 1.41 acres of property located on the north side of US Highway 441 approximately 750 feet east of Lake Eustis Drive.

**SUMMARY:**

Ordinance 2012-13 proposes a small scale amendment to the Future Land Use Map 2020 of the Comprehensive Plan.

The subject property (Parcel Alternate Key Numbers 1217032 & 1217083) is 1.41 acres in size, located on the north side of U.S. 441 approximately 750 feet east of Lake Eustis Drive and west of Lake Junietta. An application to annex and rezone this property to a general commercial designation is concurrently under consideration. This ordinance would amend the current Future Land Use Designation from Lake County Urban Low to City Commercial.

**Future Land Use Amendment**

The city is required to place a future land use designation on annexed property. The subject property is currently designated Lake County Urban Low. A City Commercial designation is most compatible with surrounding property.

**Compatibility**

Properties adjacent and across the road from this property are commercial in nature.

**Site Conditions**

The property consists of two parcels. On the westerly parcel is situated the Morgan & Morgan law office. The easterly parcel abuts Lake Junietta and is vacant. The applicant is proposing to erect a billboard sign on the vacant parcel. A site plan demonstrating compliance with all city regulations including applicable state and federal environmental laws must be approved prior to the issuance of any building permits for the billboard sign.

**Impact on City Services**

The subject property is located in the City's Utility Service Area. The City of Tavares has municipal water and sewer services available to the subject parcel and the existing law office is required to connect to city utilities. The City's Concurrency Management System will ensure that Levels of Service (LOS) will not be degraded beyond the adopted levels of service for all regulated public facilities. Since the property is currently designated Urban under the County's Comprehensive Plan, impacts on Levels of Service are not implicated.

## FINDINGS

This amendment request is considered to be in compliance with the Comprehensive Plan Goals, Objectives and Policies with the following findings:

1. A Commercial Future Land Use designation would serve as the most appropriate land use for the subject property in accordance with Future Land Use policy 1-1.1.6.
2. Impacts of the proposed development of the subject property shall be monitored through the City's Concurrency Management System. (Comp Plan, Chapter 7A)

## OPTIONS:

1. That City Council moves to approve Ordinance 2012-13.
2. That City Council denies the proposed Future Land Use Map amendment.

## PLANNING AND ZONING BOARD RECOMMENDATION

At its April 19<sup>th</sup> meeting, the Planning & Zoning Board voted unanimously to recommend approval of Ordinance 2012-13.

## STAFF RECOMMENDATION:

Staff recommends that City Council moves to approve Ordinance 2012-13.

## FISCAL IMPACT:

N/A

## LEGAL SUFFICIENCY:

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

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**ORDINANCE 2012-13**

**AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2020, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON APPROXIMATELY 1.41 ACRES OF LAND GENERALLY LOCATED ON THE NORTH SIDE OF US HWY 441 APPROXIMATELY 750 FEET EAST OF LAKE EUSTIS DRIVE; FROM LAKE COUNTY URBAN LOW TO CITY OF TAVARES COMMERCIAL; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the owner of the property described in **Exhibit "A"** has voluntarily petitioned to annex into the City of Tavares, and

**WHEREAS**, the City of Tavares is concurrently processing the annexation of this property with proceedings to amend the Future Land Use Map 2020 designation pertaining to said property from Lake County Urban Low to City of Tavares Commercial; and

**WHEREAS**, the property consists of less than ten acres;

**WHEREAS**, the City of Tavares has advertised as required by law for two public hearings prior to adoption of this ordinance; and

**WHEREAS**, the City has held such public hearings and the records of the City provide that the owners of the land affected have been notified as required by law; and

**WHEREAS**, the City desires to encourage commercial uses in this particular area of the City, and

**WHEREAS**, a Commercial Future Land Use designation is compatible with surrounding designations and such designation is compatible with both City of Tavares and Lake County surrounding future land use designations; and

**WHEREAS**, the City of Tavares Planning and Zoning Board, Local Planning Agency, and City Council held duly noticed public hearings providing opportunity for individuals to hear and be heard regarding the adoption of the proposed map amendment; and,



1 **Section 4. Effective Date**

2 The effective date of this plan amendment, if the amendment is not timely challenged,  
3 shall be 31 days after the state land planning agency notifies the local government that the plan  
4 amendment package is complete. If timely challenged, this amendment shall become effective  
5 on the date the state land planning agency or the Administration Commission enters a final order  
6 determining this adopted amendment to be in compliance. No development orders, development  
7 permits, or land uses dependent on this amendment may be issued or commence before it has  
8 become effective. If a final order of noncompliance is issued by the Administration Commission,  
9 this amendment may nevertheless be made effective by adoption of a resolution affirming its  
10 effective status, a copy of which resolution shall be sent to the state land planning agency.

11  
12  
13 **PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by the City Council of  
14 the City of Tavares, Florida.

15  
16 \_\_\_\_\_  
17 Robert Wolfe, Mayor  
18 Tavares City Council  
19  
20

21  
22 First Reading: \_\_\_\_\_  
23

24 Second Reading & Final Adoption: \_\_\_\_\_  
25

26  
27 ATTEST:

28  
29  
30 \_\_\_\_\_  
31 Nancy A. Barnett, City Clerk  
32

33 Approved as to form:  
34  
35

36  
37 \_\_\_\_\_  
38 Robert Q. Williams, City Attorney  
39

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**EXHIBIT "A"**

**DESCRIPTION:** (AS FURNISHED)

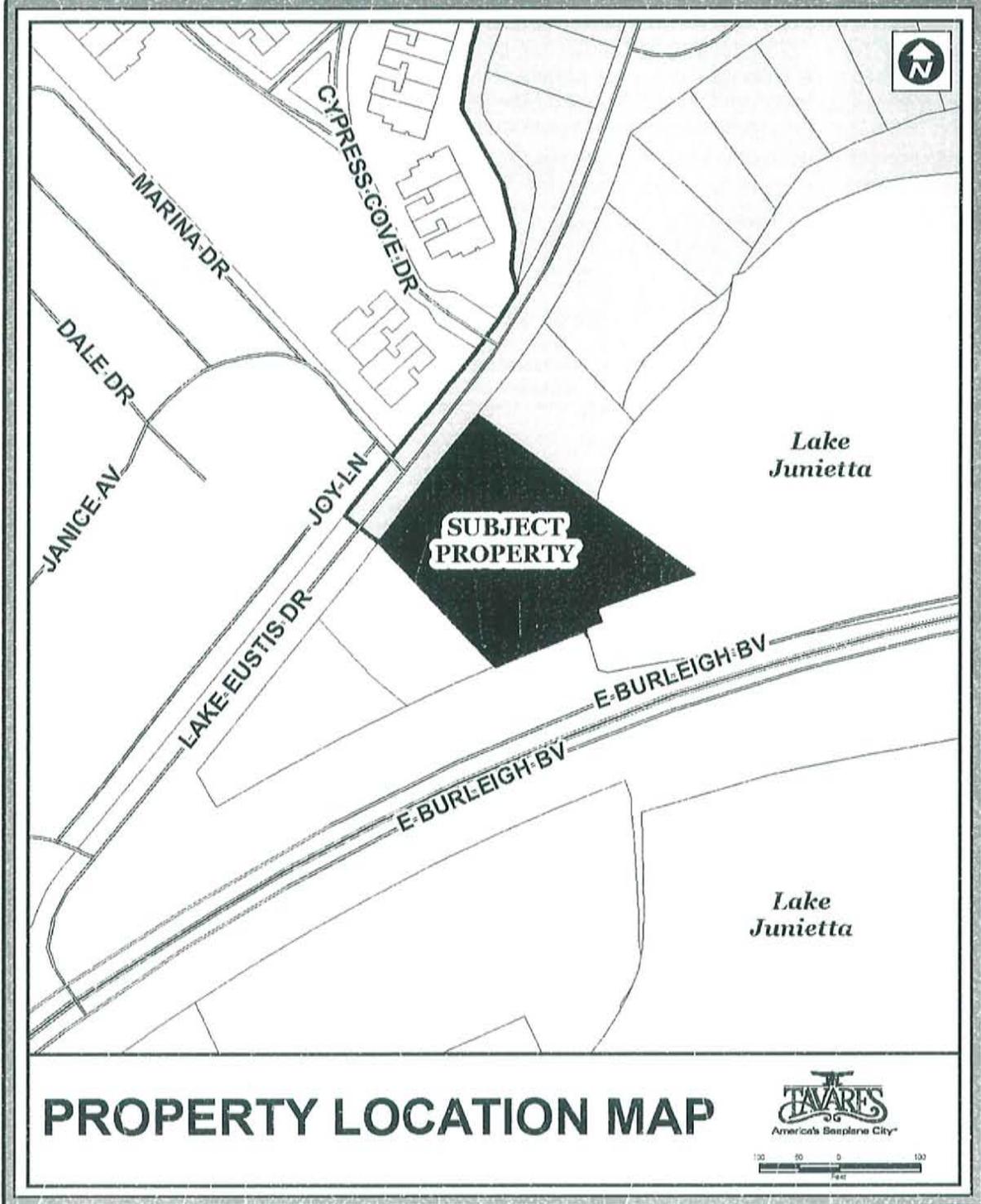
A PORTION OF LAND LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21, NORTH 89°41'55" WEST, 939.14 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 500, SAID POINT ALSO BEING THE POINT OF BEGINNING AND A POINT ON A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 3,014.93 FEET, A CENTRAL ANGLE OF 02°24'32" AND A CHORD BEARING AND DISTANCE OF SOUTH 70°56'51" WEST, 126.75 FEET; THENCE, ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES, (1) ALONG THE ARC OF SAID CURVE 126.76 FEET TO A POINT ON A NON-TANGENT LINE; (2) SOUTH 20°15'25" EAST, 18.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,996.93 FEET, A CENTRAL ANGLE OF 02°47'00" AND A CHORD BEARING AND DISTANCE OF SOUTH 68°21'05" WEST, 145.57 FEET; (3) ALONG THE ARC OF SAID CURVE 145.59 FEET; THENCE NORTH 42°39'17" WEST, 124.44 FEET; THENCE NORTH 42°44'17" WEST, 86.21 FEET TO THE EASTERLY RIGHT OF WAY LINE OF LAKE EUSTIS DRIVE; THENCE, ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 36°13'52" EAST, 95.46 FEET; THENCE, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 37°21'17" EAST, 108.00 FEET; THENCE SOUTH 52°40'10" EAST, 339.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 61,474 SQUARE FEET, OR 1.411 ACRES MORE OR LESS.

5  
6

# CITY OF TAVARES



## PROPERTY LOCATION MAP

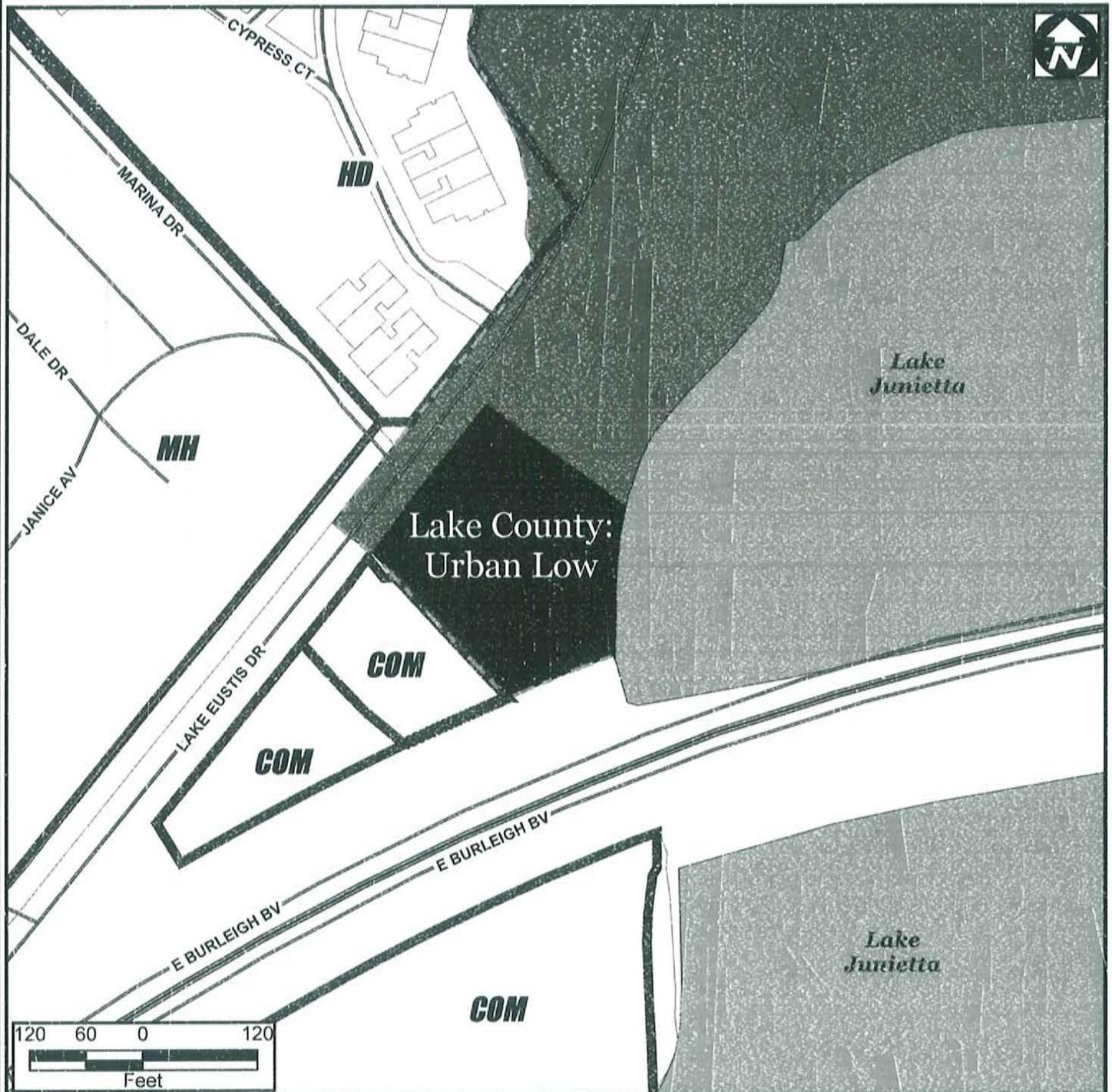


Created By: City of Tavares GIS

F:\P2\DATA\PROJECT FILES\M&M\Mount Dora LLC - Annex Rezone, SS FLUM - P22012-04\GIS\GIS\_Maps\M&M\_MOUNT\_DORA\_AD.mxd

Map Created on 3/27/12

# CITY OF TAVARES ORDINANCE # 2012-13



SUB	Suburban	3.0 DU/Acre
SUB EX	Suburban Expansion	4.0 DU/Acre
LOW	Low Density	5.6 DU/Acre
MOD	Moderate Density	10 DU/Acre
MED	Medium Density	12 DU/Acre
HD	High Density	12-25 DU/Acre
MH	Mobile Home	8.7 DU/Acre
MUN	Mixed Use Neighborhood	12 DU/Acre
MUC	Mixed Use Commercial	25 DU/Acre
COM	Commercial	
CD	Commercial Downtown	25 DU/Acre
IND	Industrial	
PUB	Public Facility/Institutional	
CONS	Westlands & Conservation	

## FUTURE LAND USE MAP ORDINANCE # 2012-13

M&M Mount Dora, LLC

Current: County Urban LOW  
Proposed: City Commercial  
01.42 ± Acres

Legend	
	CITY BOUNDARY
	FLU
	SUBJECT PROPERTY
	UNINCORPORATED
	MAJOR ROADS
	STREETS
	CONS/WETLANDS
	PARCELS

1 **1) M& M Mount Dora, LLC – Annexation, Rezoning Ordinance 2012-12**

2  
3 Jacques Skutt, Community Development Director provided the following staff report;

4  
5 The subject property is located on the north side of U.S. 441 approximately 750 feet east of  
6 Lake Eustis Drive and west of Lake Junietta (existing Morgan & Morgan law office and  
7 adjacent vacant parcel). The property is approximately 1.41 acres in size. The property  
8 consists of two parcels. On the westerly parcel is situated the Morgan & Morgan law office.  
9 The easterly parcel abuts Lake Junietta and is vacant. The City is concurrently processing a  
10 future land use map amendment to re-designate the property from Lake County Urban Low to  
11 City of Tavares Commercial on the Future Land Use Map 2020. The applicant is proposing to  
12 erect a billboard sign on the vacant parcel.

13  
14 Staff recommended that the Planning and Zoning Board move to recommend approval of  
15 Ordinance 2012-12.

16  
17 Chairman Adams asked if there was anyone in the audience who would like to make a  
18 comment. Mr. Brad Cooper of Clear Channel and speaking on behalf the applicant said that  
19 he was available to answer questions.

20  
21 John Tanner asked to discuss the proposed billboard. There was discussion as to whether the  
22 billboard was permitted and if the location was appropriate. It was determined that as a sign,  
23 concerns regarding billboards could be addressed by review of the sign chapter of the Land  
24 Development Regulations.

25  
26 **MOTION**

27  
28 **Gary Santoro moved to recommend approval of Ordinance 2012-12. The motion was**  
29 **seconded by Norb Thomas. The motion carried unanimously 6-0.**

30  
31 **2) M&M Mount Dora, LLC – SSFLUM - Ordinance 2012-13**

32  
33 Jacques Skutt, Community Development Director provided the following staff report;

34  
35 Ordinance 2012-13 proposes a small scale amendment to the Future Land Use Map 2020 of the  
36 Comprehensive Plan.

37  
38 The subject property (Parcel Alternate Key Numbers 1217032 & 1217083) is 1.41 acres in  
39 size, located on the north side of U.S. 441 approximately 750 feet east of Lake Eustis Drive  
40 and west of Lake Junietta. An application to annex and rezone this property to a general  
41 commercial designation is concurrently under consideration. This ordinance would amend the  
42 current Future Land Use Designation from Lake County Urban Low to City Commercial!

43  
44 **Future Land Use Amendment**

45 The city is required to place a future land use designation on annexed property. The subject property is  
46 currently designated Lake County Urban Low. A City Commercial designation is most compatible with  
47 surrounding property.

1 Compatibility  
2 Properties adjacent and across the road from this property are commercial in nature.  
3

#### 4 Site Conditions

5 The property consists of two parcels. On the westerly parcel is situated the Morgan & Morgan law  
6 office. The easterly parcel abuts Lake Junietta and is vacant. The applicant is proposing to erect a  
7 billboard sign on the vacant parcel. A site plan demonstrating compliance with all city regulations  
8 including applicable state and federal environmental laws must be approved prior to the issuance of any  
9 building permits for the billboard sign.  
10

#### 11 Impact on City Services

12 The subject property is located in the City's Utility Service Area. The City of Tavares has municipal  
13 water and sewer services available to the subject parcel and the existing law office is required to  
14 connect to city utilities. The City's Concurrency Management System will ensure that Levels of Service  
15 (LOS) will not be degraded beyond the adopted levels of service for all regulated public facilities. Since the  
16 property is currently designated Urban under the County's Comprehensive Plan, impacts on Levels of  
17 Service are not implicated.  
18  
19  
20

#### 21 FINDINGS

22 This amendment request is considered to be in compliance with the Comprehensive Plan Goals,  
23 Objectives and Policies with the following findings:  
24

- 25 1. A Commercial Future Land Use designation would serve as the most appropriate land use for  
26 the subject property in accordance with Future Land Use policy 1-1.1.6.  
27
- 28 2. Impacts of the proposed development of the subject property shall be monitored through the  
29 City's Concurrency Management System. (Comp Plan, Chapter 7A)  
30

31 Jacques Skutt concluded his report saying that staff recommended that the Planning and  
32 Zoning Board move to recommend approval of Ordinance 2012-13  
33

#### 34 MOTION

35  
36 **James Gardner moved to recommend approval of Ordinance 2012-13. The motion was**  
37 **seconded by Gary Santoro. The motion carried unanimously 6-0.**  
38

#### 39 OTHER BUSINESS

40  
41 **John Tanner made a motion requesting that City Council review its permission of**  
42 **Billboards as outlined in Chapter 21 of the Land Development Regulations. Sam Grist**  
43 **seconded the motion. The motion carried 6-0.**  
44

#### 45 ADJOURNMENT

46  
47 Sam Grist motioned to adjourn the meeting. Gary Santoro seconded the motion. The motion  
48 was approved unanimously 6-0.  
49

50 The meeting adjourned at approximately 3:20 p.m.  
51

Client Name: **CITY OF TAVARES**  
 Advertiser: **Lake/D 2/LAK**  
 Section/Page/Zone: **ORD 2012-12 AND 13**  
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• Wash Return Duct • Up to 4 Vents

• State-Of-The-Art Vacuum Trucks  
• Reduce Allergy Suffering  
• Remove Dirt & Dust  
• Remove Mold & Bacteria  
• Remove Animal Hair & Odor  
• Improved Efficiency  
• Sanitizing Available

### irish mist

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• 6 Rooms: \$149.00 • 7 Rooms: \$169.00  
• 8 Rooms: \$189.00 • 9 Rooms: \$209.00

• National Service Trucks  
• TruGreen Carpet & Upholstery Cleaning  
• Professional Cleaning Special  
• Soft 1600 Lanes 2000 Duct \$190

Truck Mounted Equipment  
• Pressure Washers • Hot Water  
• Soft Scrubbers • Fans

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Notice is hereby given that the City of Tavares will consider at the public hearings set forth below enactment of proposed Ordinance 2012-12 and Ordinance 2012-13 titled as follows:

**ORDINANCE 2012-12**  
 AN ORDINANCE OF THE CITY OF TAVARES AMENDING THE BOUNDARIES OF THE CITY BY ANNEXING APPROXIMATELY 1.41 ACRES LOCATED ON THE NORTH SIDE OF US HWY 441 APPROXIMATELY 750 FEET EAST OF LAKE EUSTIS DRIVE, REZONING SAID PROPERTY FROM LAKE COUNTY COMMERCIAL (C-1) AND LAKE COUNTY RESIDENTIAL PROFESSIONAL (RP) TO CITY OF TAVARES GENERAL COMMERCIAL (C-1) SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL, PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE.

**ORDINANCE 2012-13**  
 AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2026, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON APPROXIMATELY 1.41 ACRES OF LAND GENERALLY LOCATED ON THE NORTH SIDE OF US HWY 441 APPROXIMATELY 750 FEET EAST OF LAKE EUSTIS DRIVE, FROM LAKE COUNTY URBAN LOW TO CITY OF TAVARES COMMERCIAL, PROVIDING FOR SEVERABILITY AND CONFLICTS, PROVIDING FOR TRANSMITTAL, AND PROVIDING FOR AN EFFECTIVE DATE.

Proposed Ordinance 2012-12 and Ordinance 2012-13 will be considered at the following public meetings:

- Tavares Planning & Zoning Board meeting on April 19, 2012, at 3 p.m. and
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Interested parties may appear at the meetings and, at the Planning & Zoning Board meeting and City Council Second Reading, be heard with respect to the proposed ordinances. It is City Council policy to limit public discussion of proposed ordinances to the Planning & Zoning Board meeting and City Council Second Reading. Any persons wishing to appeal a decision of the public body should ensure himself a verbatim record of the proceedings is made.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Planning Department, City of Tavares, 201 East Main Street, Tavares, Florida 32778. Telephone: (352) 741-5400 at least 2 (two) working days prior to the date of the Public Hearing; if you are hearing or voice impaired, call (352) 742-6433.

Please direct any questions on this proposed ordinance to Jacques Skutt, Community Development Director, at (352) 742-6654.

## YOUR COMMUNITY IN BRIEF

### Extension office offers free programs at county libraries

By DEBBIE MANIS Staff Writer

The University of Florida/Lake County extension office will offer several free programs at the following libraries:

Get tips at a "De-Clutter Your Life" from 2 to 3:30 p.m. Wednesday at Cooper Memorial Library, 2525 Oakley Saver Drive, Clermont. Participants will learn the principles of good storage, how long and where to store important documents and how to overcome barriers to organization.

"Women and Money" will be offered from 2 to 3:30 p.m. April 23 at Lady Lake Public Library, 225 W. Guava St. Participants will learn how to take charge of their financial life.

The program also will be offered from 2 to 3:30 p.m. May 2 at Cooper Memorial Library.

For more information, email Julie England at the Lake County Extension Office at julieeng@ufl.edu or call 352-343-4301, Ext. 2722.

### Benefit jewelry sale

Leesburg Regional Medical Center Auxiliary will have a fundraising jewelry sale from 7 a.m. to 4 p.m. Wednesday and Thursday in the west lobby of the hospital, 600 E. Dixie Ave. Jewelry will be provided by the Maquerade Jewelry Company. All items are \$5. Proceeds will benefit the hospital.

### Housing Expo

Marion County Community Services and other community groups and businesses will present the 12th annual Ocala/Marion County Housing Expo from 10 a.m. to 2 p.m. Saturday at the Silver Springs Station Community Center, 590 Silver Road, Ocala.

Participants will receive free expert advice and help about home-buying, house repairs and foreclosure.

Details: 352-678-8770

### Meetings

- Lake Minneola High School's advisory committee will be at 6 p.m. today in the media center, 101 N. Hancock Road, Minneola. Topics will include the state of course offerings, FCAT updates and plans for 2012-13 school year. Details: 352-394-9600.
- Chain Stitches Chapter of the Embroiders' Guild of America meets from 1 to 3 p.m. the third Wednesday of every month in Room A/B at the Leesburg Public Library, 100 E. Main St. Participants can learn the art of hand embroidery. Details: 352-85-0435.
- Veterans of America Chapter 1026 meets at 6:30 p.m. the third Wednesday of every month at the Veterans of Foreign Wars Post 8087, 4065 County Road 19A, Mount Dora.

## RETIRE SMART

### Coping in low-interest world not easy

By JILL SCHLESINGER Tribune Media Services

A reader writes: "My CD is maturing next month. What are my alternatives in this low-interest world?" I field this question at least once a week and all I can think is, "Why the poor saver?"

To boost the economy, the Federal Reserve has been slashing short-term interest rates (the Fed Funds rate) to the historically low levels of 0.25 percent, the range at which rates have been for over three years running. As a result, interest on everything from savings accounts to money market funds to CDs is meager at best. What's a good saver to do?

First, let's make sure that we differentiate between those who want to bury up the interest on their emergency reserve funds (12 months of living expenses for retirees, 9-12 months for pre-retirees) and those who have used CDs as part of their total retirement investments.

For emergency reserves, you must have the ability to access your money quickly. This is a concept known as "liquidity," and it's important regardless of your age, but even more so during retirement. Checking accounts, savings accounts, money market funds and 3-, 6-, 9- or 12-month CDs have all been the victims of chronic for emergency funds, even while interest rates for those instruments are hovering below 0.5 percent.

But don't give up too easily! My colleague

Alan Roth has directed me to a fabulous website that keeps track of the best options among the various account types. www.depositaccounts.com. At this site, you will see that some banks and credit unions offer 5-, 6-, or 7-year CDs at 18-24 percent, with minimal 60-day early withdrawal penalties. For every \$10,000 in emergency reserves, you may be able to increase your earnings by \$75-\$200 a year.

Another idea for your emergency reserves: Series I US Savings Bonds, which have two components: a fixed rate that remains the same throughout the life of the bond, and a variable inflation rate that is adjusted twice a year (May and November) based on changes in the Consumer Price Index. Today, the first component pays 0 percent, and the second component pays 3.05 percent, which is a heck of a lot better than the 0.5 percent that you'd work interest from the bond is added to the bond's value each month. That means that you aren't receiving periodic interest payments, but rather you collect the interest when you cash in your bonds. Note that there are two downsides to I-bonds: You can only buy \$10,000 per person, per year, and you have to hold them for at least one year.

Jill Schlesinger is editor-at-large for CBSMoneyWatch.com. Contact her with questions and comments at [askjill@moneywatch.com](mailto:askjill@moneywatch.com).

### PICKLES

### How to reach us: Lake County newsroom contacts

**COUNTY EDITOR:** JERRY CALVERT  
 Phone: (352) 341-2222 ext. 301  
 Fax: (352) 341-2222

**COMMUNITY EDITOR:** JILL SCHLESINGER  
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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
MAY 16, 2012**

**AGENDA TAB NO. 5**  
**SUBJECT TITLE: Tethering of Dogs**

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**OBJECTIVE:**

To seek Council's direction concerning amending the city's codes to prohibit the tethering of dogs.

**SUMMARY:**

The Lake County Commission recently amended their Code of Ordinances to prohibit the tethering of dogs in a manner that would jeopardize the animal's health, safety or well-being. The ordinance provides for a \$150 fine for the first offence and a \$500 fine for further violations. Fines up to \$5,000 may also be applied if the action results in the injury of the dog. A copy of this ordinance is attached to this report. Also attached are the Commission's minutes and discussion regarding this action.

Through an existing Interlocal Agreement with Lake County, the Animal Services Division only captures and impounds animals that are in violation of our city's animal control codes. If the city were to adopt a similar tethering ordinance, our own Code Enforcement Division would be responsible for enforcement. Alternatively, the city could seek to amend our Interlocal Agreement with the County to include the enforcement of the new tethering ordinance within our city boundaries.

**OPTIONS:**

1. That City Council moves to direct staff to draft an amendment to our Code of Ordinances, modeled after Lake County's ordinance, which would provide for the prohibition of tethering of dogs. Also, direction would be needed on the desired method of enforcement.
2. That City Council takes no action on this matter.

**STAFF RECOMMENDATION:**

That City Council discusses the above options and provides staff with direction.

**FISCAL IMPACT:**

No fiscal impact at this point. The final approval of an adopting ordinance for the tethering of dogs may have fiscal implications associated with enforcement.

**LEGAL SUFFICIENCY:**

Approved for legal sufficiency.



1 **Sec. 4-3. - Definitions.**

2 Tether or tethering means:

3  
4 To restrain a dog by tying the dog to any object or structure, including without limitation a  
5 house, tree, fence, post, garage or shed, by any means, including without limitation, a chain,  
6 rope, cord, leash, or running line. Walking a dog on a leash shall not be considered to be  
7 tethering.

8  
9 Proper restraint means:

10 (1) Securely and humanely confined within a house, vehicle, building, fence, crate, pen, or  
11 other enclosure to prevent escape;

12 (2) ~~Humanely secured by chain, cable and trolley, rope or tether of sufficient strength to~~  
13 ~~prevent escape;~~

14 ~~(3) —Caged or cross tethered in the open bed of a pick-up truck; or~~

15 (43) Leashed or otherwise controlled by a responsible person or is obedient to the voice  
16 command of a person present with the animal at any time it is not secured as provided for in (1);  
17 ~~(2);~~ or ~~(32)~~ above. The voice command must be demonstrated as an effective restraint if  
18 requested.

19 **Section 3. Amendment.** Chapter 4, Article II, Animal Control, Section 4-41, Lake  
20 County Code, entitled “Prohibition of Tethering Dogs”, is hereby created to read as follows:

21  
22 **Sec. 4-41. Prohibition of Tethering Dogs.**

23 1. It is a violation of this section for any owner to tether a dog or to confine a dog on a  
24 tether, except when:

25 a. The dog is in visual range of the owner who must also be physically present with  
26 the dog and attending to it while it is tethered; and

27 i. The tether is connected to the dog by a commercially available buckle-  
28 type collar or a body harness made of nylon or leather that is of sufficient  
29 size to adequately and safely restrain the dog; and

30 ii. The tether is of a size and weight that is reasonably necessary to safely  
31 restrain the dog without placing excessive strain or weight on the dog; and

1            iii. The dog is not tethered outside in periods of extreme weather, including  
2            but not limited to extreme heat or cold, thunderstorms, lightning,  
3            tornadoes, tropical storms or hurricanes.

4            b. A dog is tethered in a manner and under conditions that do not jeopardize its  
5            health, safety or well-being and the dog is:

6            i. In attendance at, or participating in, any legal, organized publicly attended  
7            event in which both dog and owner are permitted attendees or participants;

8            or

9            ii. Actively engaged in conduct that is directly related to the business of  
10           shepherding or herding cattle or livestock or related to the business of  
11           cultivating agricultural products, as long as the restraint is reasonably  
12           necessary for the safety of the dog; or

13           iii. Tethered, chained, tied, or restrained by a veterinarian or groomer while  
14           attending to the dog; or

15           iv. Trained or being trained, to act in a law enforcement capacity; or

16           v. Being lawfully used to actively hunt a species of wildlife in this state,  
17           during the hunting season, for that species of wildlife; or

18           vi. Tethered temporarily while being kept in a bonafide humane shelter or at a  
19           commercial boarding facility; or

20           vii. Tethered in accordance with the regulations of a camping or recreational  
21           area; or

22           viii. Being cared for as part of a rescue operation during a natural or man-made  
23           disaster; or

24           ix. Being transported in a vehicle.

25           c. Notwithstanding the exceptions provided above, a dog that is sick or injured  
26           cannot be tethered as a means of confinement by the owner nor may a puppy  
27           under the age of six (6) months be tethered at any time unless the owner is present  
28           and attending to the puppy during the entire time the puppy is tethered.

29           2. The recommended penalty for a violation of this section is a fine of one hundred and fifty  
30           dollars (\$150.00) for the first offense and five hundred dollars (\$500.00) for any repeat  
31           violation within five (5) years of a previous offense. If injury or damage to the dog occurs  
32           such that care by a veterinarian is required, the recommended penalty shall be a fine of  
33           five hundred dollars (\$500.00) for the first offense and one thousand dollars (\$1,000.00)  
34           for any repeat violation within five (5) years of a previous offense. If severe injury or  
35           death of the dog results, the recommended penalty shall be one thousand dollars  
36           (\$1,000.00) for the first offense and five thousand dollars (\$5,000.00) for any repeat  
37           violation within five (5) years of a previous offense.

1        **Section 4. Severability.** If any section, sentence, clause, or phrase of the Ordinance  
2 is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding  
3 shall in no way affect the validity of the remaining portion of this Ordinance.

4        **Section 5. Inclusion in the Code.** It is the intent of the Board of County  
5 Commissioners that the provisions of this Ordinance shall become and be made a part of the  
6 Lake County Code and that the sections of this Ordinance may be renumbered or relettered and  
7 the word "ordinance" may be changed to "section," "article," or such other appropriate word or  
8 phrase in order to accomplish such intentions.

9        **Section 6. Filing with the Department of State.** The clerk shall be and is  
10 hereby directed forthwith to send a certified copy of this Ordinance to the Secretary of State for  
11 the State of Florida.

12        **Section 7. Effective Date.** This Ordinance shall become effective as provided  
13 for by law. The fines provided for in this ordinance shall not become effective or be imposed  
14 until November 1, 2012.

15  
16        Enacted this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

17  
18        Filed with the Secretary of State \_\_\_\_\_, 2012.

19  
20        Effective \_\_\_\_\_, 2012.

21  
22  
23 ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF LAKE COUNTY, FLORIDA

24  
25 \_\_\_\_\_  
26 Neil Kelly, Clerk of the  
27 Board of County Commissioners  
28 of Lake County, Florida

\_\_\_\_\_  
Leslie Campione, Chairman

This \_\_\_\_ day of \_\_\_\_\_, 2012.

29  
30 Approved as to form and legality:

31  
32  
33 \_\_\_\_\_  
34 Sanford A. Minkoff  
35 County Attorney

## DISCUSSION REGARDING TETHERING OF DOGS

Mr. Gray recapped that the Board directed staff back in December to look at some alternatives and report back to the Board when they had their first presentation regarding tethering of animals, and he indicated that he would look for direction from the Board after this presentation.

Mr. Gregg Welstead, Conservation and Compliance Director, explained that single-point tethering was when a dog is tied to a single point which allows it freedom of movement around that point in an area defined by the length of the tether; and multi-point, runner, or cable tethering is essentially the same thing, except that the line is fixed between two points allowing the animal an increased area of movement and additional opportunities for shade. He specified that the considerations of tethering were the size, weight, breed, and sex of the dog; restraints and physical environment such as the length of the tether, the harness or collar, opportunity for shade, food, and water; time or event such as time of day, length of time, weather conditions; and other considerations such as whether the owner is present and can see the dog and the size of the yard. He related that in their December proposal they focused on the restraint type considerations and the physical environment such as length of the tether, harnesses, limit of the weight of the tether, food, water, shade, and requirement of animals to be tethered on a runner or cable for additional area. He recapped that the Board wanted them to look at the additional alternatives, talk to stakeholders, and estimate the resource requirements associated with the alternatives, and he reported that the city managers deferred to the Board to determine the best solution. He mentioned that Lake County Animal Services takes care of all of the areas in the County, including the municipalities other than Mount Dora and Lady Lake, and that staff has discussed this issue with the South Lake Animal League, PETA, and other interested parties.

Mr. Welstead reported that the alternative they were proposing included requirements already in the existing ordinance that the dog should be at least six months of age and not a female in heat, that the length of the tether should be sufficient to allow freedom of movement and separation of waste, and that the tether not extend over fencing or other objects causing an injury or strangle hazard. He added that they also think they should prohibit tethering during periods of severe weather, such as a tropical storm or freeze, but he commented that he did not recommend limitations regarding temperature, time of day, or duration of tethering which would become too difficult to enforce. He related that their recommended alternative would also

include a requirement that tethering would only be allowed in the physical presence of the owner or a responsible adult. He indicated that they were envisioning calls regarding tethering as considered being secondary calls by Animal Control, which are in the same category as barking dogs, loose animals, animal odors, or animal hoarding, since it was not an immediate threat to an individual or an animal.

Commr. Campione asked whether they track calls according to whether they were in the city limits or in the unincorporated area and indicated that she was interested in finding out whether an increase in density in the urbanized areas was resulting in more or less calls.

Mr. Welstead responded that they could do that, but it was not something they do routinely.

Commr. Cadwell commented that it would be good to know.

Mr. Welstead reported that there were currently ten animal control officers who were responsible for 1,139 square miles, and the calls were currently running about 1,000 calls per officer per year. He explained that the office runs strictly on a complaint-driven basis, and he estimated that there were about 180,000 dogs in Lake County based on national averages with about 5,000 of them tethered. He expected to get about 2,500 initial complaints, which equated to a minimum of two visits, one to assess the situation and one to ensure compliance, and he recommended that two additional animal control officers would be needed upon adoption of this ordinance in addition to capital costs for vehicles and supplies for a total cost of \$230,000. He also recommended that they educate the public for the first six months after adoption using door hangers, brochures, speakers, public service announcements, and press releases; and after that time he recommended that the first call would result in education and acknowledgment in writing of the new ordinance, the second call would result in a notice of violation, the third call would have the consequence of a minimum of a \$250 fine, with subsequent calls at \$500 per occurrence. He pointed out that tethering will not be considered or treated as an animal cruelty complaint. He summarized the alternatives as enforcing the rules that were under the existing code, prohibiting single-point tethering, or eliminating tethering except in the physical presence of the owner or responsible adult, and asked for Board direction on what course to pursue.

Commr. Campione stated that she believed other counties that had instituted similar policies had indicated that they were not incurring additional cost to enforce them, since fines were offsetting some of the additional expense, and they were focusing on the educational aspect

and giving adequate opportunity for people to respond. She commented that she would not want to take on additional cost right now since the County did not have the money to hire additional staff, and she was hoping that they would correct a lot of situations with the six-month window of education.

Commr. Conner pointed out that the staff's recommendation was for two additional positions, and he believed that the starting point should be to have an ordinance in front of the Board. He added that they would be misleading the public if they adopt something without a corresponding commitment for the manpower they would need to enforce and implement it.

Commr. Campione responded that she believes they can get the point across through education inexpensively, especially since there were a lot of people interested in this issue that could help them with that. She added that another large issue is fencing, and she recommended a website regarding fencing called [chainfreenation.org](http://chainfreenation.org) which gives technical information about providing escape-proof fencing. She opined that they were moving forward with this issue and that today's presentation introduced new information and a new proposal than the one in December, and she pointed out that these kind of ordinances have been implemented in other Florida counties.

Commr. Parks asked if the cities would be able to help them with education.

Mr. Welstead responded that the cities could use a utility stuffer as the best avenue.

Commr. Cadwell stated that he would not be a hindrance today in moving forward with advertising the ordinance and having a public discussion, but he worries that dogs may be held in less desirable places than tethering if they do away with it, such as wrong-sized kennels or being allowed to run loose. He also believed that they could not do this without hiring more staff, and they already do not have enough staff to handle the calls they are currently receiving.

Ms. Renee Rivard from the Florida Chapter of the League of Humane Voters, which was a nonprofit, nonpartisan political action committee regarding animals, stated that their group worked with Hillsborough to pass its anti-tethering ordinance and were now working with Pasco and Hernando Counties, and their group would like to work with Lake County to create an ordinance that would stop the abuse of chained dogs in their community. She related that they have forwarded the Commissioners a series of emails which contain anti-tethering ordinances from counties in Florida that ban unattended dog tethering as well as questionnaires that were sent to their Animal Services Directors, which she hoped would answer some of the Board's

questions and concerns. She pointed out that the ASPCA, the Humane Society of the United States, the American Veterinary Association, and the U.S. Department of Agriculture speak out against dog tethering, and she named three goals for the ordinance, which were to protect the public from unattended chained dogs who were 2.8 times more likely to bite; protect the dogs from strangulation, being stolen, or being attacked by other animals; or avoid loopholes for abusers who chain their dogs all day every day. She commented that timed ordinances were costly to enforce and create loopholes, and vague language also creates loopholes. She opined that those who tether their dogs need to find alternatives, since responsibility and financial commitment are part of owning a dog, and their organization would be willing to work with those individuals to give them ideas for alternatives. She assured the Board that they would have the same amount of calls after passing this ordinance that they had before, especially with the educational component, and that there would not be many dogs surrendered and euthanized because of it.

Ms. Leigh Dundore, a resident of Clermont and a volunteer with the South Lake Animal League, stated that she knew someone who witnessed firsthand a dog dying in the sun that was chained to a pole just a few feet away from shade trees this past June after making calls for two years to the Sheriff regarding conditions at that home, but she was told repeatedly that there was nothing the law would allow, although just over the county line ten feet away from there, Orange County could have done something. She offered the County the support of the local rescue group to help families bring the living conditions to a humane level by providing the materials, labor, and manpower needed to accomplish this, and she noted that they also offer humane education to help prevent neglect in exchange for an agreement to spay or neuter the animals. She commented that they could do even more if the law supported their efforts as a result of this ordinance, and the County must protect the public from attacks of chained and aggressive dogs.

Ms. Nancy McDavid, a resident of Clermont, related that she came before the Board about a year ago to ask them to consider this ordinance, and she asked if they could take action on this ordinance soon, since she was concerned about the approaching summer's high temperatures. She related that Hillsborough County has passed an ordinance recently and opined that Seminole City has a good, enforceable ordinance and ban on unattended tethering. She commented that laws were enacted because they were needed rather than being based on cost, and she believed that they should make do with what they have. She pointed out that a ban on

unattended tethering would deter people who were planning to tether the newly-acquired dog in the yard instead of being a responsible pet owner from initially getting a dog and would actually cut down on complaints or level off in the long run. She proposed setting up a citizen's advisory board with members such as a veterinarian to look into this issue.

Commr. Campione assured Ms. McDavid that she was making a difference by reaching out to the Board and collecting thousands of names on petitions and that the Board was listening and working on a solution. She then as Chairman closed the public hearing.

Commr. Cadwell asked if there were any statistics or numbers to show how many abuse calls the County has had that involved tethering.

Ms. Marjorie Boyd, Animal Services Director, responded that the statistics that they keep for animal neglect and cruelty are not broken up in that way, and she pointed out that her department was one of the few that handle more than dogs and cats and that have the level of service that they have, although they do that with less staff than most counties.

Commr. Campione noted that the numbers dropped down once the offenders were notified and given an opportunity to correct the situation in Miami Dade, with almost no subsequent violations, which she believed showed that education would go a long way to making a difference in keeping down the actual calls.

Commr. Cadwell clarified that today they were discussing having staff create an ordinance and prepare it for advertising with the new proposal where tethering would have to be in the presence of an owner.

Commr. Parks stated that he supported moving forward with that, with the next step being the approval of an ordinance. He specified that he supported alternative 4 of allowing tethering only in the presence of the owner or a responsible adult. He also was concerned about the health and safety issue that chained dogs can become more aggressive.

Commr. Hill noted that she liked the weather statement in the presentation that stated that the dog was not outside during a period of extreme weather including extreme heat, near-freezing temperatures, thunderstorms, tornadoes, tropical storms, and hurricanes. She also believed that they should incorporate the exceptions list in the ordinance.

Commr. Conner mentioned he wanted to see a penalty given for the second offense.

Commr. Campione commented that she would rather the offenders use that money toward building a fence.

Mr. Minkoff explained that the County used the special master type process for code enforcement, and the special master has discretion as to the amount of fine given, including no fine or a creative penalty, since the fines are only recommended penalties. He also pointed out that the code enforcement process always requires a violator be given a notice and an opportunity to comply unless there is irreparable harm, and he suggested that the Board not be concerned with the amount of the fine.

Commr. Campione clarified that there was consensus to have staff draft and advertise an ordinance to bring back to the Board to incorporate staff's recommendation to eliminate tethering except in the physical presence of the owner or a responsible adult and based on the recently-adopted ordinance by Hillsborough County.

Mr. Minkoff informed the Board that he could bring the ordinance back to the Board for a vote by the first meeting in April.

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**AGENDA SUMMARY**  
**TAVARES CITY COUNCIL**  
**DATE OF MEETING: May 16, 2012**

**AGENDA TAB#) 6**

**SUBJECT TITLE: Authorization to Develop Request for Qualifications for an Independent Retirement Plan Advisor**

---

**OBJECTIVE:** To obtain Council authorization for staff to develop Request for Qualifications for an Independent Retirement Plan Advisor.

**SUMMARY:**

The City of Tavares currently offers retirement benefits plans to its benefit-eligible employees through the Tavares Police Officers Pension Plan, Tavares Firefighters Pension Plan, Hartford Retirement Plan and the Florida Retirement System.

The Police and Fire Pensions are overseen by separate 5-member local Pension Boards of Trustees, composed of two legal residents of the City who are appointed by City Council, two trustees who are chosen by a majority of the officers who are members of the system, and the fifth trustee is chosen by a majority of the previous four trustees; and that name is submitted to the City Council. The City Council, as a "ministerial" duty, appoints this person to the Board for the remaining trustee position.

In addition, the City offers opportunities for employees to participate in retirement savings plans through ICMA, The Hartford and Nationwide on a voluntary pre-tax basis through payroll deduction.

Pension plans administration and voluntary pre-tax retirement savings plans are subject to a broad range of complex and specialized federal and state regulatory requirements. As these requirements change, it is incumbent upon the City as the Plan Sponsor to ensure compliance at all times; and to understand present and future impacts of those changes to each Plan, to each of its members, and to the City as well.

Additionally, local Pension Boards may periodically bring forward recommended changes to their respective Plans for Council approval. The Council may then be faced with the risk of assessing the impact these recommendations may create, without the benefit of an independent advisor specializing in Florida pension plans to provide a detailed impact report and professional guidance for their consideration.

The complexities and responsibilities of pension and retirement plan sponsorship can unknowingly result in legal and fiduciary issues for public and private sector employers who are accountable for these matters. Advisory expertise from a neutral, independent, external professional whose role is to identify any existing

regulatory issues that may exist as an outcome of proposed local plan changes is an appropriate solution for addressing and ultimately resolving these issues.

An independent retirement plan advisor would also examine areas where plan savings may be realized, and provide professional recommendations to ensure the City is in full compliance with all federal and state regulations and fiduciary responsibilities associated with pension, retirement and retirement savings plans.

We would recommend that services rendered by an independent retirement plan advisor be contracted for a 5-year period, and that payments for the previously outlined services be based on an hourly rate, to be billed for hours worked exclusively performing those services.

**OPTIONS:**

1. Grant staff authority to develop a Request for Qualifications for an Independent Retirement Plan Advisor, and to budget for the cost of Independent Retirement Plan Advisor services in the FY 2012-13 City of Tavares proposed operating budget.
2. Do not grant staff authority to develop a Request for Qualifications for an Independent Retirement Plan Advisor, and to budget for the cost of Independent Retirement Plan Advisor services in the FY 2012-13 City of Tavares proposed operating budget.

**STAFF RECOMMENDATION:**

Option 1: That Council grant staff authority for staff to develop a Request for Proposals for an Independent Retirement Plan Advisor, and to budget for the cost of Retirement Plan Advisor services in the FY 2012-13 City of Tavares proposed operating budget.

**FISCAL IMPACT:**

None at this time. This item would be intended for inclusion in the FY 2012-13 proposed operating budget, at an annual cost not to exceed \$5,000.

**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: May 16, 2012**

**AGENDA TAB NO: 7**

**SUBJECT TITLE: Award of RFP No. 2012-0020, General Obligation Note, Series 2012 for Wooton Park Land Purchase Expansion and Improvement**

**OBJECTIVE:**

To seek Council's approval for award of RFP No. 2012-0020 for General Obligation Note to finance expansion of Wooton Park.

**SUMMARY:**

***On March 6, 2012***, the City of Tavares electorate approved a bond referendum authorizing the City to issue debt in the amount of \$3.3 Million for the Wooton Park expansion, and on March 13, 2011, City Staff reviewed debt financing options with the City's Financial Advisor, Mike Galvin of First Southwest.

***On March 21, 2012***, the City Council requested staff to issue Request for Proposals from financial institutions to secure financing options for the Wooton Park Expansion as approved by the Tavares electorate.

**RFP No. 2012-0020**, General Obligation Note Series 2012, was issued on April 15, 2012, with advertisement on the same date and placed in the Orlando Sentinel. RFP No. 2012-0020 was also made available to proposers on the City Website with a direct link to [www.demandstar.com](http://www.demandstar.com).

The objective of the RFP was to obtain financing for the project and to obtain the lowest overall interest cost while providing maximum flexibility to the City.

Sealed bids/proposals were due on May 3<sup>rd</sup> at 2:00 p.m. A bid opening was held at 2:00 p.m. on May 3<sup>rd</sup>, all received bids were opened publicly at that time. Proposals were received from two banks: BB&T and JP Morgan Chase.

The bids were reviewed and evaluated by the City's Financial Advisor, Mark Galvin of First Southwest, and City Staff. Proposals were ranked according to RFP requirements and overall benefit to the City of Tavares.

BB&T Bank Option 1 meets the objective of the RFP. Although the JPMorgan Chase proposal appears to provide a lower rate, the BB&T option provides a fixed rate for the full term of the loan, and requires no capitalization adequacy requirements thereby providing the lowest fixed rate proposal while also providing flexibility to refinance the loan in the future. The table below provides a summary of all bids received.

Loan Amount: \$3,300,000									
Terms: 20 Years (Bid Alternate for 15 Years)									
Bank Qualified Refinancing									
BANK	Options	Term	Rate	Fixed / Call	Capital Adequacy/ Yield Maintenance	Prepayment Penalty	Fees/ Expenses	Rate Lock/Held	Other
BB&T	1	15 Yrs	2.77%	Fixed	N/A	1% penalty prior to 1-1-20	\$ 3,500	6/17/2012	N/A
BB&T	2	20 Yrs	3.49	Fixed	N/A	1% penalty prior to 7-1-23	\$ 3,500	6/17/2012	N/A
Chase	1	15 Yrs	2.18%	Change 7-1-2019	Yes	Make Whole Provision	\$ 3,000	Not Locked	Other Services
Chase	2	20 Yrs	2.42%	Change 7-1-2020	Yes	Make Whole Provision	\$ 3,000	Not Locked	Other Services

The bids were reviewed and evaluated by the City's Financial Advisor, Mark Galvin of First Southwest, and City Staff. Proposals were ranked according to RFP requirements and overall benefit to the citizens of the City of Tavares.

Attached please find the copies of 1) newspaper advertisement for RFP No. 2012-20, 2) minutes from bid opening dated May 3<sup>rd</sup> 2012, 3) bid tabulation and recommendation letter from City Financial Advisor, Mark Galvin of First Southwest, 4) copies of bid proposals from proposers.

**OPTIONS:**

1. Award RFP 2012-20 to BB&T Bank for General Obligation Note in the amount of \$3.3 Million for a term of 20 years at a rate of 2.77% to finance the Wooton Park Expansion, and request staff to prepare a resolution with bond counsel for debt issuance, and to set a date for loan closing.
2. Do not award RFP 2012-20 to BB&T Bank for General Obligation Note.

**STAFF RECOMMENDATION:**

**Move to award** RFP 2012-20 to BB&T Bank for General Obligation Note in the amount of \$3.3 Million for a term of 20 years at a rate of 2.77% to finance the Wooton Park Expansion, and request staff to prepare a resolution with bond counsel for debt issuance, and to set a date for loan closing.

**FISCAL IMPACT:** N/A

**LEGAL SUFFICIENCY:** Legally Sufficient.



**CITY OF TAVARES**

**MINUTES OF BID OPENING  
May 3, 2012  
Request for Proposals  
General Obligation Bond, Series 2012  
Bid No. 2012-0020**

**TAVARES CITY HALL**

**PRESENT**

John Rumble, Purchasing Manager  
Kay Mayes, Admin Assistant, Finance

Mr. Rumble noted today's date as Thursday, May 3, 2012. This is the opening of submission packages received in response to RFP 2012-0020. There were two proposals received:

- 1) JPMorgan Chase  
450 S. Orange Avenue  
Orlando, FL 32801
- 2) BB&T Governmental Finance  
200 West Forsyth Street  
Jacksonville, FL 32202

Mr. Rumble noted the packages would be forwarded to the City's Financial Advisor for review and evaluation. The bid opening concluded at approximately 2:15 p.m.

Respectfully submitted,

Kay Mayes  
Admin Assistant, Finance

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### Misc. Employment Opportunities

**DC TECHNICIAN** — PART TIME, Monday-Friday 9am to 4pm. Sealed bid manufacturer in Eustis, FL. Test-ing recording & tracking materials. Operate & maintain lab equipment. Create & record using MS Excel & Word. MS Diploma with lab time in chemistry or biology a must. Communication & organizational skills are vital. Apply in person at 2850 Ellwood Rd., Eustis, FL 32726. **CLERK@redcora.com**. **WEB OS16443**

### Legal Notices

**Advertisements for Bid**  
**CITY OF TAVARES**  
**REQUEST FOR PROPOSAL**  
**RFP 2012-002**  
**GENERAL OBLIGATION NOTE, SERIES 2012**  
**PURPOSE OF SOLICITATION**

The City of Tavares, Florida (the "City") will issue a not to exceed \$3,700,000 General Obligation Note, Series 2012 (the "Series 2012 Note") for the purchase of Public Parkland Wootton Park in Mount Dora, Florida. The proceeds of the Series 2012 Note will be used for the acquisition, design and construction

### Advertisements for Bid

tion of proposed projects to Wootton Park. The proposed loan is a general obligation of the City secured by the full faith and credit and taxing power of the City. The City shall accept and review proposals from qualified bonding institutions. Proposals for a "Bond-Qualified", tax-exempt fixed rate loan should be submitted based upon the proposed financing structure as indicated in the bid documents. The City will select the bond financing that provides the lowest overall borrowing cost to the City and meets the financing requirements of the City. First Southwest Company, ("First Southwest"), Orlando, Florida, is the City's Financial Advisor will be assisting the City in obtaining the "Bond-Qualified" Bond Loan.

Sealed bids are invited by the City of Tavares, to be received at the office of the City Clerk, 201 East Main Street, Tavares, Florida 32780 so as to be received not later than 2:00 PM on Thursday, May 3, 2012. Bids received after the specified time and date will not be considered. Please submit one (1) original, three (3) copies and one (1) digital copy, preferably in PDF format.

Bidders with access to DemandStar.com can obtain the Bid documents by calling 800-711-1712, or on the web at <http://www.demandstar.com>. Completed bid documents may be reviewed and/or obtained at the City of Tavares, 201 E. Main Street, Tavares, Florida, 32780. For further information contact John Rumble, Purchasing Manager, at Tavares City Hall, 201 E Main St., Tavares, Florida 32780, [jrumble@tavares.org](mailto:jrumble@tavares.org) phone: (352) 742-5131, fax: (352) 742-2001.

John Rumble  
Purchasing Manager

LAKR02919 4/15/2012

### ONLINE

Place your Classified ad online. Go to [orlandosentinel.com](http://orlandosentinel.com). Click on "Place an Ad".

### Advertisements for Bid

**CITY OF MOUNT DORA**  
**LINCOLN AVENUE RECREATION AND NATURE PARK RE-BID INVITATION TO BID**

**PROJECT NAME:** CITY OF MOUNT DORA - LINCOLN AVENUE RECREATION AND NATURE PARK (RE-BID)  
**BID NO:** 02103.0100  
**OWNER:** BID NO - CITY OF MOUNT DORA 4/17-05-001

**LOCATION OF PROJECT:** Lincoln Avenue Recreation and Nature Park, 9th Avenue, Mount Dora, Florida

**SCOPE OF WORK:** The project primarily involves the construction of roadway and park improvements for the City of Mount Dora to be known as Lincoln Avenue Recreation and Nature Park.

**DESCRIPTION OF WORK:** The work generally includes the furnishing of all labor, materials and equipment for the construction of a new park and reconstruction of a portion of 9th Avenue in Mount Dora. Consisting of the following principal items: roadway demolition and reconstruction, asphalt and grass paving, water and sewer extensions, storm water management area, restroom building, picnic pavilion, site furniture, and miscellaneous related work.

**MANDATORY PRE-BID CONFERENCE:** A mandatory pre-bid conference will be held at the City of Mount Dora, Public Services Conference Room, 1250 North Highland Street, Mount Dora, Florida 32757, on

Thursday, April 19, 2012 @ 2:00 pm.

All bidders must be in attendance in order to submit a bid.

**RECEIPT OF BIDS:** Sealed bids for the work described herein shall be received until

Thursday, May 17, 2012 @ 2:00 pm

of the City of Mount Dora, 1250 North Highland Street, Mount Dora, Florida 32757, at which time and date bids will be publicly opened and read aloud. ALL BIDS MUST BE CLEAR.

### Advertisements for Bid

**LY MARKED "SEALED BIDS" AND WHETHER HAND DELIVERED OR MAILED MUST BE AT THE OFFICE OF THE PUBLIC SAFETY DEPARTMENT, JOHN BRUCE, CITY OF MOUNT DORA BEFORE THE ABOVE STATED DEADLINE TO BE CONSIDERED. Please provide me (1) original and two (2) copies of bid**

### INFORMATION REGARDING BIDDING MATERIAL

Bidders with access to DemandStar.com can obtain bid documents by calling 800-711-1712, or on the web at <http://www.demandstar.com>. Complete plans and specifications may also be reviewed at the office of John Bruce, Engineering & Hill, Inc., 50 North Sinclair Avenue, Tavares, Florida, 32780, and obtained from said office for a non-refundable \$100.00 fee. These plans and specifications will be available Monday, April 16, 2012, after 10:00 am. For further information or to review of the City of Mount Dora, contact John Bruce, Purchasing Manager, City of Mount Dora, 1250 North Highland Street, Florida 32757, phone: (352) 735-7150, fax: (352) 735-3789, e-mail: [brucej@cityofmountdora.com](mailto:brucej@cityofmountdora.com)

LAKR02919 4/15/2012

### Public Hearing Notices

#### MEETING NOTICES

Two or more members of the Lake County Water Authority Board of Trustees may be present at a dedication ceremony at Victory Point Park, 420 pm on April 28, 2012, 2:30 PM 19, Tavares, FL.

The Lake County Water Authority will be holding a Regular Meeting of 2:30 pm on April 29, 2012, in the Lake County Board of County Commissioners Chambers of the Lake County Administration Building (2nd Floor, Board Courthouse), 315 West Main Street, Tavares, FL.

Anyone having questions regarding the meetings or a specific item on the agenda, please contact the offices at 352-3777, during our normal office hours: Monday through Friday 8:30

450 South Orange Ave, Suite 460  
Orlando, FL 32801

407.426.9611 Direct  
407.426.7835 Fax

**Mark P. Galvin**  
Senior Vice President

mark.galvin@firstsw.com

**Date:** May 9, 2012

**To:** Lori Houghton

**Subject:** City of Tavares, FL  
General Obligation Note, Series 2012 – Bank Loan RFP

---

FirstSouthwest, in our role as Financial Advisor, assisted the City of Tavares (the “City”), Florida in issuing a Request for Proposals (“RFP”) for a bank loan in an amount not to exceed \$3,300,000. The City, under purchasing guidelines, posted the RFP on its web site, advertised the RFP, and made it available to bidders on [www.demandstar.com](http://www.demandstar.com) on April 15, 2012. The purpose of the RFP is to provide “Bank Qualified” financing to be used for the acquisition, design and construction of proposed projects to Wooton Park.

The objective of the RFP was to obtain financing was to obtain the lowest overall interest cost while providing maximum flexibility to the City. The RFP asked for proposals that would provide the City with two options a 15 year loan and a 20 year loan with the option to prepay the loan at anytime with or without a prepayment penalty.

On May 3, 2012 the City received a total of two responses by the stated 2:00 pm deadline. Proposals were received from the entities listed below and summarized in the attached table:

- BB&T
- JPMorgan Chase Bank, N.A

### **BB&T Proposal**

1. The proposal provided both a 15 and 20 year fixed rate option. The 15 year option is 2.77% and the 20 year option is 3.49%. Both rates are locked in for 45 days;
2. The loan can be prepay in whole on any interest payment date with a 1% prepayment penalty though July 1, 2019 and no penalty thereafter.
3. While the loan has the standard “Gross Up” tax language all banks require relating to increase the interest rate if the Federal corporate tax rate changes it **does not** include the Capital Adequacy / Yield Maintenance language the JPMorgan proposal required. This language could increase the City’s interest rate due to a change in law, rule or regulation imposed upon the bank including but not limited to changes in reserve requirements, tax code, capital adequacy and other requirements of law or governmental authority that decrease the banks after tax yield.

This communication is for information only, not an offer, solicitation or recommendation, nor an official confirmation of any financial transaction. It is not to be considered research. The information is considered to be reliable, but First Southwest Company does not warrant its completeness or accuracy, prices and availability are subject to change without notice. Clients should consult their own advisors regarding any accounting, legal or tax aspects. Investors are instructed to read the entire Official Statement to obtain information essential to the making of an informed investment decision.

## JPMorgan Chase Bank

The JP Morgan Chase proposal provided both a 15 year and 20 year option with indicative interest rates as of May 3, 2012

	<b>Initial Interest Rate Period</b>	<b>Successive Interest Rate Period</b>	<b>Indicative Interest Rate; Subject to change</b>
<b>15 Year Option</b>	7/1/2019	On or after 2/1/17	2.18%
<b>20 Year Option</b>	7/1/2019	No Option to Prepay without Penalty	2.42%

1. The above indicative rates and are not locked in for the life of the financing. Both options allow provide for the bank to have the option to reset the interest rate on July 1, 2019 and July 1, 2026 (the reset dates) subjecting the City to interest rate risk after the first 7 years. Both options allow the City the right to prepay the loan without penalty only on the reset dates. Prepayment prior to the reset dates would be subject to a breakage / make whole prepayment penalty (a make whole provision could subject the City to a potential prepayment penalty if interest rates are lower at the time of prepayment).
2. The above interest rates are indicative rates that are subject to change prior to the closing of the loan. JP Morgan Chase did not provide an index to allow for the calculation of their interest rates, and would provide the final interest rate upon agreement to lock the rate.
3. In addition to the standard "Gross Up" tax language the proposal also includes Capital Adequacy / Yield Maintenance language that could increase the City's interest rate due to a change in law, rule or regulation imposed upon the bank including but not limited to changes in reserve requirements, tax code, capital adequacy and other requirements of law or governmental authority that decrease the banks after tax yield.

## Recommendation

After reviewing the RFP responses and discussing these proposals with City Staff, it is FirstSouthwest's opinion that both the 15 year and 20 year BB&T options meet the objective of this RFP for the following reasons:

1. Their proposal included a fixed rate for the full term of the loan (either 15 or 20 years).
2. Lowest overall fixed rate proposal while providing the flexibility to refinance the loan for possible debt service saving in the future.
3. No Capital Adequacy / Yield Maintenance language requirement.

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FirstSouthwest therefore recommends that the City accept the BB&T Proposal.

Both the 15 and 20 year financing options offer the City attractive interest rates. The table below illustrates that the total debt service on the 15 year option would be lower when compared to the 20 year option. However the average annual debt service would be higher under the 15 year option.

	<i>15 Year Amortization</i>	<i>20 Year Amortization</i>
<b>Summary</b>		
Interest Rate	2.77%	3.49%
Average Annual Debt Service	\$272,453	\$232,645
Total Debt Service	\$4,086,791	\$4,652,899
All-In TIC	2.96%	3.64%
Final Maturity	7/1/2027	7/1/2032
-Analysis is preliminary and subject to change		

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**City of Tavares, Florida  
General Obligation Note, Series 2012  
Proposal Responses RFP # 2012-0020  
May 3, 2012**

	BB&T	Chase Bank
<b>Bank:</b>		
<b>Option:</b>		
<b>Loan Terms</b>		
<b>Size</b>	\$3,300,000	\$3,300,000
<b>Final Maturity</b>	Option 1: July 1, 2027 Option 2: July 1, 2032	Option 1: July 1, 2027 Option 2: July 1, 2032
<b>Tax Status</b>	Bank Qualified	Bank Qualified
<b>Call Feature / Penalty</b>	Option 1: 1% prepayment penalty in whole prior to January 1, 2020. Option 2: 1% prepayment penalty in whole prior to July 1, 2023.	May be prepaid in whole or in part at any time subject to a make whole provisions on or after any Optional Call Date.
<b>Fixed Interest Rate</b>		
<b>Fixed Rate</b>	Option 1: 2.77% Option 2: 3.49%	Indicative rate, subject to change, as of May 2, 2012  Initial Interest Rate Period - July 1, 2019 Successive Interest Rate Period - July 1, 2026  Option 1: 2.18% Option 2: 2.42%
<b>Date Rate held until</b>	June 17, 2012 if notified within ten days of the proposal should BB&T be the successful proposer	Not held
<b>Other</b>	N/A	It is the understanding that the Borrower will entertain discussions with the Bank regarding other banking services that may be beneficial to the Borrower.
<b>Capital Adequacy/Yield Maintenance</b>	N/A	Shall contain customary provisions that require the Borrower to reimburse the Bank for any increased costs or loss of yield due to a change in law, rule or regulation imposed upon the Bank after the Acceptance Date of the letter, including but not limited to changes in reserve requirements, tax code, capital adequacy and other requirements of law or governmental authority (other than an Event of Taxability).
<b>Expenses</b>		
<b>Legal Expense / Bank Fees</b>	\$3,500	\$3,000
<b>Main Contact</b>	David Pierce Florida Banking Officer (904) 361-5253	Scott Ricker Senior Vice President (407) 236-5398

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200 West Forsyth Street  
Jacksonville, FL 32202  
(904) 361-5253  
Fax (904) 361-5276

May 3, 2012

Mrs. Lori Houghton  
Finance Director  
City of Tavares, FL

Dear Ms. Houghton,

Branch Banking and Trust Company ("BB&T") is pleased to submit the following summary of terms and conditions for discussion for the financing requested by the City of Tavares ("City") This is not a commitment to lend; however, it is intended to form a basis for discussion of the key terms which BB&T believes could be incorporated into a commitment, subject to the final approval by our BB&T's Executive Credit Committee.

- (1) **Project:** General Obligation Bond, Series 2012
- (2) **Amount To Be Financed:** not to exceed \$3,300,000
- (3) **Interest Rates, Financing Terms and Corresponding Payments:**

<u>Final Maturity</u>	<u>BQ Rate</u>
July 1, 2027	2.77%
July 1, 2032	3.49%

Principal payments will be paid annually, commencing July 1, 2013. Interest payments will be paid semi-annually, commencing January 1, 2013 and each July 1 and January 1 thereafter. Interest on the principal balance will accrue based on a 30/360 day count basis. The preliminary amortization schedule contained in the City's RFP would be acceptable to BB&T. Upon being awarded this transaction, BB&T must approve the final amortization schedule.

The interest rate stated above is valid for a closing date not later than 45 days after today. Closing of the financing is contingent upon completing documentation acceptable to BB&T and its counsel.

BB&T's underwriting fee and legal review expenses shall be \$3,500. All applicable costs of counsel for the City and any other costs shall be the City's responsibility and separately payable by the City.

The financing proceeds shall be deposited on behalf of the City into a project fund account with BB&T. Earnings on the project fund shall accrue to the benefit of the City for use on project costs or interest payments.

The financing documents shall include provisions that will outline appropriate changes to be implemented in the event that this transaction is determined to be taxable in accordance with Florida State Statutes or the Internal Revenue Service code.

The stated interest rate assumes that the City expects to borrow less than \$10,000,000 in the calendar year 2012 and that the financing shall comply with the IRS Code Sections 141, 148, 149(e) and 265(b)(3). BB&T reserves the right to terminate its interest in this bid or to negotiate a mutually acceptable rate if the financing is not a qualified tax-exempt financing.

**(4) Prepayment Language:**

If Option 1 is selected, the Bond will be callable with a 1% prepayment penalty in whole, on a payment date only until July 1, 2019. Beginning January 1, 2020, the Bond may be called without prepayment penalty in whole, on a payment date only, through the remaining term of the Bond. If Option 2 is selected, the Bond will be callable with a 1% prepayment penalty in whole, on a payment date only until January 1, 2022. Beginning July 1, 2023, the Bond may be callable without prepayment penalty in whole, on a payment date only, through the remaining term of the Bond.

**(5) Financing Documents:**

It shall be the responsibility of the City to retain and compensate counsel to appropriately structure the financing documents according to Florida State statutes. BB&T shall also require the City to provide an unqualified bond counsel opinion. BB&T and its counsel reserve the right to review and approve all documentation before closing.

**(6) Security:**

The Bond will be secured by a general obligation of the City secured by the full faith, and credit and taxing power of the City.

\* \* \* \* \*

BB&T appreciates the opportunity to make this financing proposal and requests to be notified within ten days of this proposal should BB&T be the successful proposer. If BB&T is not selected as the loan provider, it requests that either the City or the City's Financial Advisor provide BB&T with the results of all competing bids.

BB&T shall have the right to cancel this offer by notifying the City of its election to do so (whether or not this offer has previously been accepted by the City) if at any time prior to the closing there is a material adverse change in the City's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the City or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to BB&T. We reserve the right to negotiate and/or terminate our interest in this transaction should we be the successful proposer.

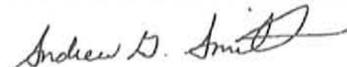
Please call me at (803) 251-1328 with your questions and comments or contact David Pierce in our Jacksonville, FL office at:

200 W. Forsyth Street  
Suite 200  
Jacksonville, FL 32202  
Phone: 904.361.5253  
Fax: 904.361.5276  
Email: [david.pierce@bbandt.com](mailto:david.pierce@bbandt.com)

We look forward to hearing from you.

Sincerely,

BRANCH BANKING AND TRUST COMPANY



Andrew G. Smith  
Senior Vice President

May 2, 2012



**CREDIT FACILITY PROPOSAL**

**Direct Purchase of Tax-Exempt Bank Qualified Bond issued by the City of Tavares, FL  
in the amount of up to \$3,300,000 RFP # 2012-0020**



*Delivery Overnight Mail*

May 2, 2012

John Rumble  
Purchasing Manager – Finance Department  
City of Tavares, FL  
201 E. Main Street, Tavares, FL 32778  
(352) 742-6131  
jrubble@tavares.org

Dear Mr. Rumble:

On behalf of JPMorgan Chase Bank, National Association ("JPMorgan Chase"), we are pleased to propose for discussion indicative terms to the City of Tavares, FL (the "Borrower") for the direct purchase of a "bank qualified" tax exempt bond for the benefit of the Borrower in an amount up to \$3,300,000, subject to the following terms and conditions described herein (the "Proposal").

JPMorgan Chase has been the market leader in public finance credit for over 35 years. JPMorgan Chase ranks among the largest providers of credit facilities in the Municipal market today. Our deep familiarity with this sector is viewed as a strong benefit by the Municipal clients with whom we do business. We believe that our experience in providing credit support, coupled with our long experience in deal execution, will ensure an efficient, cost-effective transaction for the City of Tavares. Client references are available upon request.

The proposed indicative terms provided here for discussion do not represent an offer or commitment to lend on the part of JPMorgan Chase, and would be subject due diligence, credit analysis and approval, and documentation of detailed terms and conditions satisfactory to JPMorgan Chase. Should any part of this proposal conflict with City of Tavares's structuring parameters, we would be happy to discuss mutually acceptable alternatives.

Should you have any questions about any aspect of this proposal, please do not hesitate to contact me at (407) 236-5398. Thank you and we look forward to working with the City of Tavares, FL and its financing team.

Yours sincerely,

Scott Ricker  
Senior Vice President  
JPMorgan Chase N.A.

Copied:  
Benjamin Gilreath  
Underwriter  
JPMorgan Chase N.A.

Joe Stanton  
Counsel  
Broad and Cassel



*Delivery Overnight Mail*

May 2, 2012

John Rumble  
Purchasing Manager – Finance Department  
City of Tavares, FL  
201 E. Main Street, Tavares, FL 32778  
(352) 742-6131  
jrubble@tavares.org

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Should you have any questions about any aspect of this proposal, please do not hesitate to contact me at (407) 236-5398. Thank you and we look forward to working with the City of Tavares, FL and its financing team.

Yours sincerely,

Scott Ricker  
Senior Vice President  
JPMorgan Chase N.A.

Copied:  
Benjamin Gilreath  
Underwriter  
JPMorgan Chase N.A.

Joe Stanton  
Counsel  
Broad and Cassel

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## City of Tavares, FL

### Direct Purchase Tax-Exempt Bank Qualified Bond

#### Summary of Terms and Conditions

May 2, 2012

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This Summary of Terms and Conditions (the "Term Sheet") is confidential and is intended as a statement of indicative terms only, and is provided to facilitate additional discussion. It is a proposal only and not a commitment by JPMorgan Chase Bank, N.A. (the "Bank") to provide financing, liquidity support or credit enhancement. *The Bank shall not have any commitment or obligation hereunder unless and until it executes a commitment letter or a definitive loan agreement.* The pricing and terms included in this Term Sheet are based on market conditions on the date hereof and are subject to change.

<b>Borrower:</b>	City of Tavares, FL (The "Borrower").
<b>Purchaser:</b>	JPMorgan Chase Bank, N.A. ("JPMorgan Chase" or the "Bank"). Please refer to Exhibit I for information on the Bank.
<b>Bond:</b>	An amount not to exceed \$3,300,000 Direct Purchase Tax-Exempt Bank Qualified Bond. The Bond will be designated by the Authority as a "qualified tax exempt obligation" under Section 265(B)(3)(b) of the Internal Revenue Code and the Bank will take physical delivery of the Bond at closing.
<b>Purpose:</b>	Proceeds of the Bond will be used to purchase public parkland at Wooton Park at Lake Dora and to fund certain costs of issuance of the Bonds (the "Project").
<b>Bond Maturity Date:</b>	Option A: July 1, 2027 or Option B: July 1, 2032
<b>Bond Day/Year:</b>	30/360
<b>Tender Date:</b>	The Bond will be subject to tender, for purchase by the Borrower at par plus accrued and unpaid interest, at the end of the Initial Interest Rate Period as set forth in Exhibit II and at the end of each Successive Interest Rate Period thereafter as set forth in Exhibit II (each a "Tender Date").
<b>Interest Rates and Other Fees:</b>	The initial interest rate on the Bond, based on the option selected by the Borrower, and Other Fees are set forth in Exhibit II.
<b>Maximum Interest Rate:</b>	No limitation shall exist in any Trust Indenture or Resolution that restricts the Bank Rate to any rate lower than other such maximum rate permitted by law.
<b>Interest Rate Clawback:</b>	Bank will require the inclusion of a customary clawback provision as protection against the possibility of the interest rate payable on advances exceeding the maximum permissible rate thereof.

**Indicative Pricing  
Perishability:**

Rates and fees on Exhibit II are indicative as of May 2, 2012, are subject to market conditions at all times until Bank shall commit in writing otherwise, and in any event should not be regarded as indicative after June 15, 2012.

**Drawdown:**

The Bond will be fully drawn on the date of issuance.

**Bond Amortization/  
Repayment:**

Interest will be paid semi-annually on January 1 and July 1, commencing July 1, 2012.

Annual principal payments on January 1, commencing January 1, 2013, as shown below with one of the two following options.

**15 year Amortization****20 year Amortization**

Amortization Schedule	
7/1/2013	172,000
7/1/2014	185,000
7/1/2015	190,000
7/1/2016	196,000
7/1/2017	201,000
7/1/2018	207,000
7/1/2019	213,000
7/1/2020	219,000
7/1/2021	225,000
7/1/2022	232,000
7/1/2023	238,000
7/1/2024	245,000
7/1/2025	252,000
7/1/2026	259,000
7/1/2027	266,000
	3,300,000

Amortization Schedule	
7/1/2013	101,000
7/1/2014	116,000
7/1/2015	121,000
7/1/2016	126,000
7/1/2017	130,000
7/1/2018	136,000
7/1/2019	141,000
7/1/2020	147,000
7/1/2021	152,000
7/1/2022	158,000
7/1/2023	165,000
7/1/2024	171,000
7/1/2025	178,000
7/1/2026	185,000
7/1/2027	192,000
7/1/2028	200,000
7/1/2029	208,000
7/1/2030	216,000
7/1/2031	224,000
7/1/2032	233,000
	3,300,000

Notwithstanding the foregoing, the Bond shall be required to be repaid in full on the Bond Maturity Date and shall be subject to acceleration if any payment is not paid by the Borrower when due.

**Prepayment:**

The Bond may be prepaid in whole or in part, without premium or penalty, on any any Initial Tender Date, or any successive Tender Date, all as defined in Exhibit II. Any prepayment on any date other than those provided for above is subject to breakage costs, if any, as described in the sections labeled Yield Protection herein.

**Security:**

The Bond will be a general obligation of the Borrower secured by the full, faith and credit and taxing power of the Borrower on parity with all other senior debt. The obligations of the Borrower under the Bond will be evidenced by a Note of the Borrower. The obligation must be an accelerable instrument and not subject to other bondholder voting limitations.

**Conditions  
Precedent:**

Usual and customary conditions to issuance of the Bond, including acceptable legal documentation which shall include an opinion of bond counsel that the Bond is exempt from federal and State of Florida taxation.

Additionally, the Borrower must have absence of default or unmatured default, absence of material litigation and lack of material adverse change from the Borrower's financial condition and operations as reflected in the financial statements of the Borrower as of September 30, 2010. Additional conditions precedent to the Bank's purchase of the Bond will include:

1. The Bank not becoming aware of any information affecting either the Borrower or this transaction which is inconsistent in a material manner with what has been previously disclosed to the Bank and such information is true and correct in all material respects.
2. The absence of any situation occurring which would, in the opinion of the Bank, materially adversely affect the Borrower or this transaction.
3. The Borrower currently maintains all necessary approvals, orders, authorizations, consents, licenses, certificates and permits from all applicable governmental authorities, which are or may be required to operate its facilities.
4. The Borrower shall have delivered other customary closing documentation, including, without limitation, legal opinions of counsel to the borrower and acceptable to the Bank.
5. The Borrower shall have delivered a Promissory Note, Loan Agreement and any other documents required to secured and support the Borrower's obligations under the Facility, and an opinion of Borrower's Counsel as to the execution and delivery of the Promissory Note, Loan Agreement and all other loan documents, each in form and substance acceptable to the Bank.
6. The Bond shall not be separately rated by any bond rating agency.
7. Receipt of satisfactory opinion of bond counsel that the Bond is exempt from federal and State of Florida taxation and that the Issuer has designated the Bond as a "qualified tax exempt obligation" under Section 265(B)(3)(b) of the Internal Revenue Code. Further, the Bank will sign a customary investment letter relating to the private placement of the Bond.

**Additional Conditions:**

The Bond shall not be rated by any rating agency, shall not be initially registered to participate in DTC, shall not contain a CUSIP number and shall not be marketed during any period in which the Bond is held by the Bank pursuant to any Official Statement, Offering Memorandum or any other disclosure documentation.

In addition, upon the initial closing, the trustee shall provide for physical delivery of the Bond to the Bank and the Note issued under the Resolution to secure the obligations of the Borrower to the Bank.

Upon exercise of a put by the Bank or call by the Borrower, or upon full prepayment of the Bond in accordance with the related documents, the Bank shall deliver the form of the Bond registered in the name of the Bank to the Borrower and such Bond shall be marked as 'paid'.

<b>Representations and Warranties:</b>	Usual representations and warranties for like situated borrowers and the Facility's type and tenor, including, without limitation, absence of material adverse change, absence of material litigation, absence of default or potential default and continued accuracy of representations.
<b>Bond Documents:</b>	The terms of this financing will be evidenced by agreements, instruments and documents ("Bond Documents") usual and customary for a Direct Purchase Tax-Exempt Bond. The Bond Documents must be acceptable to the Bank and its counsel.
<b>Covenants</b>	<p>The facility will include customary affirmative covenants including, without limitation, the delivery of financial statements, reports, accountants' letters, projections, officers' certificates and other information requested by the Bank; payment of other obligations; continuation of business and maintenance of existence and material rights and privileges; compliance with laws and material contractual obligations; maintenance of property and insurance (including, but not limited to, flood insurance, if applicable); maintenance of books and records; right of the Bank to inspect property and books and records; notices of defaults, litigation and other material events; compliance with environmental laws, and compliance with all covenants of the Resolution.</p> <p>The facility will contain customary negative covenants, including, without limitation, restrictions on the following: liens and encumbrances; indebtedness and guarantees; sale and transfer of assets; consolidations and mergers; investments, loans and advances; capital expenditures; operating leases; transactions with affiliates; changes in line of business; prepayment of other debt and would include financial covenants deemed appropriate by Bank which provide an ongoing assessment of the strength and performance of Borrower.</p>
<b>Reporting Covenants:</b>	<p>Unless otherwise requested, the Borrower will provide the following items in an electronic format acceptable to the Bank.</p> <ol style="list-style-type: none"> <li>1. Annual, audited, consolidated and consolidating financial statements of the Borrower within 270 days of the fiscal year end.</li> <li>2. Additional information as reasonably requested by the Bank.</li> </ol>
<b>Banking Relationship:</b>	This facility is being provided with the understanding that the Borrower will entertain discussions with the bank regarding other Banking Services that may be beneficial to the Borrower.
<b>Financial Covenants:</b>	The facility will incorporate by reference covenants contained in any existing resolution or related documents for currently outstanding parity debt and said covenants and provisions will be deemed to be for the benefit of the Bank. Any amendments to, or waiver of, said provisions will require the consent of the Bank.

<b>Events of Default:</b>	The Events of Default will be those usual and customary for like situated borrowers and the facility's type and tenor, including, without limitation, failure to pay principal, interest, and other facility obligations when due; failure of representations and warranties; breach of covenants in facility bond documents; failure to pay judgments when due; commencement bankruptcy, or similar proceeding or act of insolvency; compromise of guaranty, collateral or other credit support; defaults related to employee benefit plans; merger, dissolution or similar corporate event; cross-default to payment and terms of other obligations; and material adverse change in Borrower's financial condition, business or reputation or in market conditions.
<b>Participations:</b>	The Bank does not anticipate selling participations in the facility, however the Bank may, in its sole discretion, sell participations in the Facility and disclose information to prospective participants and share, at its option, any fees with such participants.
<b>Governing Law:</b>	All aspects of the credit(s) being discussed including this Term Sheet and any Bond documents would be governed by the laws of the State of Florida.
<b>Counsel:</b>	JPMorgan Chase will engage Broad and Cassel as the Bank's legal counsel. Joe Stanton will be acting in the capacity of lead attorney representing the Bank. The Bank will agree to cap such expenses at \$3,000, plus disbursements, solely for providing review of documents and based on the scope of the financing as presented. If Bank's Counsel is requested or required to prepare any and all documents related to this facility, then it shall provide its estimate of any additional fees and expenses associated with such services.  Broad and Cassel 390 North Orange Avenue, Suite 1100 Orlando, FL 32801 Telephone: (407) 839-4210 E-mail: <a href="mailto:jstanton@broadandcassel.com">jstanton@broadandcassel.com</a>
<b>Expected Timing of Bank Credit Decision:</b>	Satisfactory due diligence, in the Bank's sole discretion, consists of, but may not be limited to, a full review of requested financial statements and financing documents and discussions with management.  Should the Borrower request financing substantially on the terms outlined herein, Bank's credit decision would be made within approximately two weeks after such request and completion of due diligence.  Any offer or commitment, if and when made, will be in a separate writing so stating, following credit decision by Bank. No offer or commitment should be implied or relied upon prior to the Bank's issuance of an express written commitment.
<b>Tax Gross Up:</b>	If interest on the Bond is determined to be taxable for any reason the interest on the Bond will increase from the effective date of such taxability to the taxable equivalent rate per annum.
<b>Change In Tax Rate:</b>	In the event of a change in the Corporate Tax Rate (as hereinafter defined) during any period where interest is accruing on a tax-exempt basis causes a reduction in the tax equivalent yield on the Bond, the interest payable on the Bond shall be increased to compensate for such change in the effective yield to a rate calculated by multiplying the bond interest rate by the ratio equal to (1 minus A) divided (1 minus B), where A equals the Corporate Tax Rate in effect as of the date of the corporate tax rate adjustment as announced by the IRS and B equals the Corporate Tax Rate in effect on the date of the original issuance of the Bonds. The Corporate Tax Rate shall mean the highest marginal statutory rate of federal income tax imposed on corporations and applicable to the Bank (expressed as a decimal).

**Yield Protection & Breakage Costs:**

The Bond shall contain customary provisions (a) that require the Borrower to reimburse the Bank for any increased costs or loss of yield due to a change in law, rule or regulation imposed upon the Bank after the Acceptance Date of this letter, including but not limited to changes in reserve requirements, tax code, capital adequacy and other requirements of law or governmental authority (other than an Event of Taxability) and (b) indemnifying the Bank for "breakage costs" incurred in connection with, among other things, any prepayment of the Bond in whole or in part on a day other than the last day of an interest period or the Tender Date with respect thereto. *In the event the Bank seeks indemnification for a reduction in yield resulting from a change in reserve on capital adequacy requirement, the Borrower has the right to pre-pay without penalty at par.*

**Information Sharing:**

The Borrower agrees that the Bank may provide any information or knowledge the Bank may have about the Borrower or about any matter relating to the facilities described in this Term Sheet to JPMorgan Chase & Co., or any of its subsidiaries or affiliates or their successors, or to any one or more purchasers, potential purchasers, participants or assignees of facilities described in this letter. The Borrower agrees that the Bank may at any time sell, assign or transfer one or more interests or participations in all or any part of its rights and obligations in the facilities described in this letter to one or more purchasers whether or not related to the Bank.

**Confidentiality Statement:**

The terms of this Term Sheet are for Borrower's confidential use and may not be disclosed by it to any other person other than its employees, attorneys, board members and financial advisors (but not other commercial lenders), and then only in connection with the transactions being discussed and on a confidential basis, except where disclosure is required by law, or where the Bank consents to the proposed disclosure; *provided, however*, that the Borrower (and each employee, representative or other agent of the Borrower) may disclose to any and all persons, without limitation of any kind, the "tax treatment" and "tax structure" (in each case, within the meaning of Treasury Regulation Section 1.6011-4) of the transactions contemplated hereby and all materials of any kind (including opinions or other tax analyses) that are or have been provided to the Borrower relating to such tax treatment or tax structure, except that, with respect to any document or similar item that in either case contains information concerning such tax treatment or tax structure of the transactions contemplated hereby as well as other information, this proviso will only apply to such portions of the document or similar item that relate to such tax treatment or tax structure of the transactions contemplated hereby.

The Bank may, from time to time, be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which the Borrower may have conflicting interests regarding the transaction described herein and otherwise. The Bank confirms that it will not use confidential information obtained from the Borrower by virtue of the potential transaction contemplated by this commitment or our other relationships with the Borrower in connection with the performance by Bank of such services for other companies. The Bank will not use in connection with the potential transaction contemplated by this commitment, or furnish to you, confidential information obtained from other companies.

\* \* \*

*This Term Sheet is intended as an outline only and does not purport to summarize all the conditions, covenants, representations, warranties and other provisions which would be contained in definitive legal documentation for the financing contemplated hereby.*

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**Exhibit I**

**INFORMATION ON JPMORGAN CHASE**

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**Bank's Credit  
Ratings:**

**Public Ratings for JPMorgan Chase Bank, N.A.**

	<u>S&amp;P</u>	<u>Moody's</u>	<u>Fitch</u>
Long Term Ratings:	A+	Aa1	AA-
Short Term Ratings:	A-1	P-1	F1+
Outlook:	Stable	Negative	Stable

\*All three rating agencies upgraded JPMorgan ratings during February and March 2007. Standard and Poor's subsequently downgraded the Bank's Long Term Rating while maintaining the negative outlook on December 19, 2008. On February 25, 2011, S&P changed its outlook from negative to stable. Moody's downgraded the Bank's Long Term Rating from Aaa on January 15, 2009 and changed the outlook from Stable on March 4, 2009. On November 29, 2011, S&P downgraded the Bank's Long Term Rating from AA-, Short Term Rating from A-1+, and changed its outlook to stable.

**Annual Report:**

The Bank's most recent annual report can be accessed via the following website:

*<http://www.jpmorgan.com>*

**Bank Contacts:**

Scott Ricker  
Senior Vice President  
450 S. Orange Ave, FL 10  
Orlando, FL 32801  
Work: (407) 236-5398  
Fax: (407) 910-3007  
Cell: (407) 701-2434  
Scott.ricker@chase.com

Benjamin Gilreath  
Underwriter  
450 S. Orange Ave, FL 10  
Orlando, FL 32801  
Work: (407) 236-5390  
Fax: (407) 218-5299  
Cell: (614) 571-5616  
benjamin.r.gilreath@chase.com

## Exhibit II

### Pricing and Other Fee Information

#### Interest Rates<sup>1, 2, 3</sup>

Fixed rates are available and will be based on current market conditions. Rates are subject to change at the end of the "Initial Interest Rate Period". Based on current rates, the following indicative Fixed Rates (as of May 2, 2012) are available and subject to change daily:

	Bond Maturity	Initial Interest Rate Period <sup>4</sup>	Successive Interest Rate Period	Fixed Rate <sup>3</sup>
15-year Amortization	July 1, 2027	July 1, 2019	July 1, 2026	2.18%
20-year Amortization	July 1, 2032	July 1, 2019	July 1, 2026	2.42%

- Interest Rates are based on a 360-day year and are quoted on a per annum basis.
- Rates based upon Bond Amortization included herein. Changes in repayment schedule will impact fixed rate interest coupon. Refer to Exhibit III for Rate Lock Language.
- The rate will be fixed through the Rate Lock Period. The Bond may be prepaid subject to our standard "breakage costs" prior to the Optional Borrower Call Date. **The Bond may be prepaid on or after the Optional Borrower Call Date at par.**
- The Borrower shall provide 60 days notice to the Bank of its desire to call the bond prior to maturity.

#### Other Interest or Fees

**Default Rate:** Base Rate\* + 4.00%

\* Base Rate (a/k/a the 'Corporate Bank Floating Rate') is defined as the higher of (i) JPMorgan Chase Bank's Prime Rate and (ii) one month LIBOR Rate plus 2.5%.

The LIBOR Rate for the relevant Interest Period, applicable to the Base Rate and Variable Rate Option (if applicable), shall be defined as the quotient of (a) the LIBOR Rate applicable to such Interest Period, divided by (b) one minus the Reserve Requirement (expressed as a decimal) applicable to such Interest Period. [THE DEFAULT INTEREST RATE SHALL NOT BE SUBJECT TO THE TAX EXEMPT INTEREST RATE FACTOR.]

## Exhibit III

### Forward Rate Lock

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This forward-starting fixed rate lock-in is attached to and made a part of that certain Commitment Letter dated \_\_\_\_\_, 20\_\_ issued by the Bank, JPMorgan Chase Bank, N.A., and accepted by the Borrower, \_\_\_\_\_.

Rate Lock Date: \_\_\_\_\_, 20\_\_

Rate Lock Funding Date: \_\_\_\_\_, 20\_\_

Rate Lock Amount \$ \_\_\_\_\_

Rate \_\_\_\_\_%

In order to lock the rate for this transaction, Borrower agrees that if for any reason (other than Bank's gross negligence or willful misconduct) the full Rate Lock Amount is not funded in accordance with the terms of the financing documents by the Rate Lock Funding Date, then Borrower shall pay to Bank a Reinvestment Premium within 5 business days of Bank's written request. "Reinvestment Premium" means the difference of:

- (i) the net present value of the Scheduled Payments discounted at the \_\_\_\_\_ (Swap term based on duration of the loan) Interest Rate Swap rate as reported on the Federal Reserve H.15 report effective on the Rate Lock Date and
- (ii) the net present value of the Scheduled Payments discounted at the \_\_\_\_\_ (Swap term based on duration of the loan) Interest Rate Swap rate as reported on the Federal Reserve H.15 report as effective on the Rate Lock Funding Date.

If (ii) is greater than (i) then, no Reinvestment Premium is due. If (i) is greater than (ii), the difference shall be paid to Bank as stated above. "Scheduled Payments" means \_\_\_\_\_ (number and frequency of payments excluding the balloon, if applicable) installments of \$ \_\_\_\_\_ each and a \$ \_\_\_\_\_ (amount of the balloon payment) final installment of \$ \_\_\_\_\_ scheduled to be paid on \_\_\_\_\_, 20\_\_ (maturity date).

#### Alternative Rate Lock deposit language

In order to lock the rate for this transaction, Borrower will give Bank a good faith deposit in the amount of \$ \_\_\_\_\_. If for any reason (other than Bank's gross negligence or willful misconduct) the full Rate Lock Amount is not funded in accordance with the terms of the financing documents by the Rate Lock Funding Date, then Borrower shall forfeit this deposit.

**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: May 16, 2012**

**AGENDA TAB NO: 8**

**SUBJECT TITLE: Award of RFP No. 2012-0017, Capital Improvement Revenue Refunding Note, Series 2012 for Refinancing of Capital Improvement Note (\$6.7M) Wooton Park Seaplane Base and Marina Project**

**OBJECTIVE:**

To seek Council's approval for award of RFP No. 2012-0017 for Capital Improvement Revenue Refunding Note, Series 2012 for Refinancing of Capital Improvement Note for the Wooton Park Seaplane Base and Marina Project.

**SUMMARY:**

**On March 21, 2012**, the City Council requested staff to issue Request for Proposals from financial institutions for financing savings for refinancing of the Wooton Park Seaplane Base and Marina Project.

**RFP No. 2012-0017**, Capital Improvement Revenue Refunding Note, Series 2012, was issued on April 15, 2012, with advertisement on the same date and placed in the Orlando Sentinel. RFP No. 2012-0017 was also made available to proposers on the City Website with a direct link to [www.demandstar.com](http://www.demandstar.com).

The objective of the RFP was to obtain proposals for refinancing options for debt service savings and flexibility to the City for the Wooton Park Seaplane Base and Marina Project Capital Improvement Note issued in 2008.

Sealed bids/proposals were due on May 3<sup>rd</sup> at 2:00 p.m. A bid opening was held at 2:00 p.m. on May 3<sup>rd</sup>, all received bids were opened publicly at that time. Proposals were received from three banks: BB&T, JP Morgan Chase, and Suntrust.

The bids were reviewed and evaluated by the City's Financial Advisor, Mark Galvin of First Southwest, and City Staff. Proposals were ranked according to RFP requirements and overall benefit to the City of Tavares.

Sun Trust Bank Option 1 meets the objective of the RFP. Although Option 2 appears to provide a lower rate, Option 1 provides a fixed rate for the full term of the loan thereby providing the lowest overall fixed rate proposal while also providing flexibility to refinance the loan in the future without penalty. In addition Option 1 requires no capital adequacy, but yield maintenance language is a requirement.

The table below provides a summary of all bids received.

Loan Amount: \$6,700,000											
Terms: 16 years											
Bank Qualified Refinancing											
BANK	Options	Term	Rate	Capital Adequacy/		Fixed / Call	Yield Maintenance	Prepayment Penalty	Fees/ Expenses	Rate Lock	Other
BB&T	1	16 yrs	2.82%	Fixed	N/A			1% penalty	\$ 3,500	6/17/2012	N/A
BB&T	2	N/A	N/A	N/A	N/A			N/A	N/A	N/A	N/A
JPMorgan Chase Bank, N.A.	1	16 yrs	2.65%	Optional Call 2-1-2017	Yes		Make Whole Provision	\$ 3,000	Not Locked	Other Services	
	2	16yrs	2.57%	Optional Call 2-1-2022	Yes		Make Whole Provision	\$ 3,000	Not Locked	Other Services	
Sun Trust Bank	1	16 yrs	2.36%	Fixed	No		None	\$ 3,000	6/17/2012	Pymts via ACH	
	2	16 yrs	2.19%	Fixed	Yes		Make Whole	\$ 3,000	6/17/2012	Pymts via ACH	

Attached please find the copies of 1) newspaper advertisement for RFP No. 2012- 2017), minutes from bid opening dated May 3<sup>rd</sup> 2012, 3) bid tabulation and recommendation letter from City Financial Advisor, Mark Galvin of First Southwest, 4) copies of bid proposals from proposers.

**OPTIONS:**

1. Award RFP 2012-17 to SunTrust Bank, Option1 at a rate of 2.36% and for a term of 16 years for refinancing the Wooton Park Capital Improvement Note, and request staff to prepare a resolution with bond counsel for debt issuance, and to set a date for loan closing.
2. Do not award RFP 2012-17 to Sun Trust Bank for Wooton Park Refinancing of Capital Improvement Note.

**STAFF RECOMMENDATION:**

**Move to** award RFP 2012-17 to SunTrust Bank, Option1 at a rate of 2.36% and for a term of 16 years for refinancing the Wooton Park Capital Improvement Note, and request staff to prepare a resolution with bond counsel for debt issuance, and to set a date for loan closing.

**FISCAL IMPACT:** N/A

**LEGAL SUFFICIENCY:** Legally Sufficient.



**CITY OF TAVARES**

**MINUTES OF BID OPENING**

**May 3, 2012**

**Request for Proposals**

**Capital Improvement Revenue Refunding Note**

**Bid No. 2012-0017**

**TAVARES CITY HALL**

**PRESENT**

John Rumble, Purchasing Manager  
Kay Mayes, Admin Assistant, Finance

Mr. Rumble noted today's date as Thursday, May 3, 2012. This is the opening of submission packages received in response to RFP 2012-0017. There were three proposal received:

- 1) JPMorgan Chase  
450 S. Orange Avenue  
Orlando, FL 32801
- 2) SunTrust Bank  
200 S. Orange Avenue, SOAB 6<sup>th</sup> Floor  
Orlando, FL 32801
- 3) BB&T Governmental Finance  
200 West Forsyth Street  
Jacksonville, FL 32202

Mr. Rumble noted the packages would be forwarded to the City's Financial Advisor for review and evaluation. The bid opening concluded at approximately 2:05 p.m.

Respectfully submitted,

Kay Mayes  
Admin Assistant, Finance

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### HANDYMAN

**HANDYMAN ON DEMAND** - 26 yrs exp. Any Job big or small. Free estimates. Call anytime, any day. 352-771-6472

WEB OS15368

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 Find yours in the Classified Garage Sales; locator map included!

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### Announcements

#### Cemetery Lots/Crypts

**2 CEMETERY SPACES** - Vault in Lake-side Memorial Gardens, Eustis. Reduced to \$3950, \$700 under list. Seller will pay for de-transfer. 863-206-7745

#### Employment

#### Financial & Insurance

**CONTROLLER - CPA PREF. STRONG COMM SKILLS, SYSTEMS EXP. ATTN TO DETAIL. RECEPTIONIST@ KITCHENCRAFTCOOKWARE.COM**  
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#### Healthcare

**CNA - PT WKND'S All Shifts**  
**RN/LPN - PT**  
 Apply in person 8:30a-3p M-F  
 Lake Eustis Care Center  
 411 W Woodward Ave  
 Eustis FL DFWP/EOE

**LPN, RN, CNA TECHS** - LifeStream is looking for dynamic individuals to join the psychiatric hospital team. Desired individuals will be motivated to work with children, adults and geriatrics. Apply online at [www.lsbcc.net](http://www.lsbcc.net) or at 515 W. Main St. DFWP/EOE

WEB OS21104

#### MOVE-IN COORDINATOR

**Waterman Communities**  
 32 hr week. Computer skills a must. Ability to assist in décor selections, tours and sales. Apply in person.  
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 Mount Dora, FL 32757  
 M-F 9:30-3:30. EEO/ADA

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**CASHER** - for auctioneer. Computer knowledge, weekends, references a must, background check, CLERK for auctioneer, computer knowledge, attention to detail, weekends, will train all positions. SETUP for auctioneer, fit, strong, energetic. All positions 8:00hour. Interview-Impr. Libby Totum 352-723-6677

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 WEB OS21163

### Trade/Industrial & Security

**CDL CLASS A DRIVER** - Need a medical card, insurance avail, currently weekly bonuses, pay equals \$0.32 per mile, additional revenue drop stop pay, paid for truck retrieval, at least 1 yr. exp. 3-4 day runs on average. Call 407-886-1188 ext. 229 or fax 407-889-7997  
 WEB OS22359

**DIESEL TRUCK MECHANIC** - Full time diesel mechanic. Must have own tools. Sat - Sun 7 am - 7:30 pm and Mon - Tues 7 am - 3:30 pm. 3 days off during the week. Full benefit package after 90 days. Apply in person or fax resume to (352) 429-8963, Carroll Fulmer Logistics Corp., Ocala. We are proud to be an EEO & AA employer.  
 WEB OS19387

### GETTING PAID ENOUGH?

Check out the "Salary Wizard" on [OrlandoSentinel.com](http://OrlandoSentinel.com) and find out salaries for thousands of jobs in Central Florida.

### Trade/Industrial & Security

**FLEET MANAGERS** - all shifts avail. Responsible for driver mgmt, load planning, & load recovery in break-down scenarios. Exp w/breakdown & innovative/A5400 pref. Fax resume to 352-429-8963 or apply in person: Carroll Fulmer Logistics Benefits Pkg offered after 90 days. EEO/AA/P employer.  
 WEB OS26318

**LABORER/TRAFFIC CONTROL PERSON** - Certification A+, but not req. Fax Resume to: 407-781-0251 /EOE  
 WEB OS22348

### Legal Notices

### Advertisements for Bid

**WELBRO Building Corporation** is soliciting qualified subcontractors, vendors and certified MAYBE pricing for the Mt. Dora Middle School Addition Phase 1 Bid Package located in Mt. Dora, Florida. The Phase 1 Bid Package includes Sitework, Fencing, Cast-In-Place Concrete, Brick, Pre-Engineered Aluminum Canopy, and Electrical. Participation by local businesses is encouraged. Documents are anticipated to be available starting April 30, 2012. All bids must be submitted to WELBRO no later than April 24, 2012 at 2:00 PM EST. For information on obtaining digital copies of the Bid Documents email [bids@welbro.com](mailto:bids@welbro.com).

LAK1180554 03/31, 04/01, 07, 08/2012

### CITY OF TAVARES REQUEST FOR PROPOSAL REF 2012-0017 TO REFINANCE THE CITY'S OUTSTANDING CAPITAL IMPROVEMENT REVENUE NOTE SERIES 2008

**PURPOSE OF SOLICITATION**  
 The City of Tavares, Florida (the "City") will issue approximately \$6,700,000 in an aggregate principal amount, to refund the City's outstanding Capital Improvement Revenue Note Series 2008. The proceeds of the Series 2008 Notes were used to finance the construction of the Wootton Park Seaplane Basin & Marina. The proposed loan will be secured and pay-

### Advertisements for Bid

able by Public Service Taxes. The City shall accept and review proposals from qualified banking institutions. Proposals for a "Bank Qualified" loan exempt fixed rate loan should be submitted based upon the proposed financing structure as indicated in the bid documents. The City will select the bank financing that provides the lowest overall borrowing cost to the City and meets the financing requirements of the City. First Southwest Company (First Southwest), Orlando, Florida, as the City's Financial Advisor, will be assisting the City in obtaining the "Bank Qualified" Bank Loan.

Sealed bids are invited by the City of Tavares, to be received at the office of the City Clerk, 201 East Main St., Tavares, Florida 32778 so as to be received not later than 2:00 PM on April 11, 2012. Bids received after this specified time and date will not be considered. Please submit one (1) original, three (3) copies and one (1) digital copy, preferably in PDF format.

Bidders with access to DemandStar.com can obtain the Bid documents by calling 800-711-1712, or on the web at <http://www.demandstar.com>. Complete bid documents may be reviewed and/or obtained at the City of Tavares, Florida, 32778. For further information contact: John Rumble, Purchasing Manager, at Tavares City Hall, 201 E. Main St., Tavares, Florida 32778. [jrumble@tavares.org](mailto:jrumble@tavares.org) phone: (352) 742-6131; fax (352) 742-6251.

John Rumble, Purchasing Manager  
 City of Tavares Finance Department  
 (352) 742-6131 [jrumble@tavares.org](mailto:jrumble@tavares.org)

LAK118009 4/12/12

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407.426.7835 Fax

**Mark P. Galvin**  
Senior Vice President

mark.galvin@firstsw.com

**Date:** May 9, 2012

**To:** Lori Houghton

**Subject:** City of Tavares, FL  
Capital Improvement Revenue Refunding Note, Series 2012 – Bank Loan RFP

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FirstSouthwest, in our role as Financial Advisor, assisted the City of Tavares (the “City”), Florida in issuing a Request for Proposals (“RFP”) for a bank loan in an amount not to exceed \$6,700,000. The City, under purchasing guidelines, posted the RFP on its web site, advertised the RFP, and made it available to bidders on [www.demandstar.com](http://www.demandstar.com) on April 1, 2012. The purpose of the RFP is to provide “Bank Qualified” financing to currently refinance, for debt service savings, the City’s outstanding Capital Improvement Revenue Bonds, Series 2008 currently outstanding in the aggregate principal amount of \$6,570,000. The Series 2008 Bond has an interest rate of 4.04% and pays principal annually through February 1, 2028.

The objective of the RFP was to obtain financing was to maximize debt service savings while providing maximum flexibility to the City. The RFP asked for proposals that would provide the City with a 16 year bank loan with the option to prepay the loan at anytime with or without a prepayment penalty.

On May 3, 2012 the City received a total of three (3) responses by the stated 2:00 pm deadline. Proposals were received from the entities listed below and summarized in the attached table:

- BB&T
- JPMorgan Chase Bank, N.A
- SunTrust Bank

#### **BB&T Proposal**

1. A locked in fixed interest rate of 2.82% for the entire 16 year maturity. This rate is locked in for 45 days;
2. The loan can be prepaid in whole on any interest payment date with a 1% prepayment penalty through February 1, 2020 and no penalty thereafter.
3. While the loan has the standard “Gross Up” tax language all banks require relating to increase the interest rate if the Federal corporate tax rate changes it **does not** include the Capital Adequacy / Yield Maintenance language the JPMorgan proposal required. This language could increase the City’s interest rate due to a change in law, rule or regulation imposed upon the bank including but

not limited to changes in reserve requirements, tax code, capital adequacy and other requirements of law or governmental authority that decrease the banks after tax yield.

### JPMorgan Chase Bank

The JP Morgan Chase proposal provided two fixed rate options with indicative interest rates as of May 3, 2012

	<b>Bank Option to Reset / Change Interest Rate</b>	<b>City's option to prepay without Penalty</b>	<b>Indicative Interest Rate; Subject to change</b>
<b>Option 1</b>	2/1/22	On or after 2/1/17	2.65%
<b>Option 2</b>	2/1/22	No Option to Prepay without Penalty	2.57%

1. The rates are not locked in for the life of the financing. Both options provide for the bank to have the option to reset the interest rate on February 1, 2022 subjecting the City to interest rate risk for the remaining 6 years.
2. Option 1 allows the City the right to prepay the loan without penalty after 5 years. Prepayment prior to five years would be subject to a breakage / make whole prepayment penalty (a make whole provision could subject the City to a potential prepayment penalty if interest rates are lower at the time of prepayment).
3. Option 2 does not provide the ability to prepay the loan without penalty and would be subject to a breakage or make whole provision. All interest rates provided are indicative rates that are subject to change prior to the closing of the loan. JP Morgan Chase did not provide an index to allow for the calculation of their interest rates, and would provide the final interest rate upon agreement to lock the rate.
4. In addition to the standard "Gross Up" tax language the proposal also includes Capital Adequacy / Yield Maintenance language that could increase the City's interest rate due to a change in law, rule or regulation imposed upon the bank including but not limited to changes in reserve requirements, tax code, capital adequacy and other requirements of law or governmental authority that decrease the banks after tax yield.

### SunTrust Bank

1. Proposal provided two options for the full 16 years with indicative interest rates with a rate lock option. Option 1 is an indicative rate of 2.36% with no prepayment penalty with the option to lock in the interest rate at 2.40% for 45 days and Option 2 was an indicative rate of 2.19% with a make whole prepayment penalty with the option to lock in the interest rate at 2.23%.
2. Similar to the BB&T, the SunTrust proposal does not includes Capital Adequacy and Yield Maintenance language.

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## Recommendation

After reviewing the RFP responses and discussing these proposals with City Staff, it is FirstSouthwest's opinion that the SunTrust proposal Option 1 meets the objective of this RFP for the following reasons:

1. Their proposal included a fixed rate for the full 16 year term of the loan.
2. Lowest overall fixed rate proposal while providing the flexibility to refinance the loan for possible debt service saving in the future or if necessary the ability to pay off the loan or restructure it without a prepayment penalty.
3. No Capital Adequacy / Yield Maintenance language requirement.
4. Under this option the City would save approximately \$59,955 annually, \$956,374 over the life of the issue and \$789,937 on a present value basis.

FirstSouthwest therefore recommends that the City accept the SunTrust Proposal – Option 1.

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**City of Tavares, Florida  
Capital Improvement Revenue Refunding Note, Series 2012  
Proposal Responses RFP # 2012-0017  
May 3, 2012**

	BB&T	Chase Bank	SunTrust
<b>Bank:</b>			
<b>Option:</b>			
<b>Loan Terms</b>			
Size	\$6,700,000	\$6,700,000	\$6,700,000
Final Maturity	1-Feb-2028	1-Feb-2028	1-Feb-2028
Tax Status	Bank Qualified	Bank Qualified	Bank Qualified
Call Feature / Penalty	1% prepayment penalty in whole prior to August 1, 2020	May be prepaid in whole or in part at any time subject to a make whole provisions on or after any Optional Call Date.	Option 1: No prepayment penalty Option 2: Make Whole
<b>Fixed Interest Rate</b>			
Fixed Rate	2.82%	Indicative rate, subject to change, as of May 2, 2012  Option Put Date of 2/1/2022 Option 1: 2.65% with Optional Call 2/1/2017 Option 2: 2.57% with Optional Call 2/1/2022	Indicative rate, subject to change, as of May 3, 2012  Option 1: 2.36% 2.40% with rate lock until 6/17/12  Option 2: 2.19% 2.23% with rate lock until 6/17/12
Date Rate held until	June 17, 2012 if notified within ten days of the proposal should BB&T be the successful proposer	Not held	Rate lock Option held until June 17, 2012
Other	N/A	It is the understanding that the Borrower will entertain discussions with the Bank regarding other banking services that may be beneficial to the Borrower.	Borrower agrees to have the principal and interest payments collected via ACH Direct Debit from a SunTrust Bank account.
Capital Adequacy/Yield Maintenance	N/A	Shall contain customary provisions that require the Borrower to reimburse the Bank for any increased costs or loss of yield due to a change in law, rule or regulation imposed upon the Bank after the Acceptance Date of the letter, including but not limited to changes in reserve requirements, tax code, capital adequacy and other requirements of law or governmental authority (other than an Event of Taxability).	If a determination of taxability event occurs the rate will be adjusted upward to a fixed rate equal to a rate determined necessary by the Bank to maintain the same after-tax yield effective as of the date of the determination of taxability event. Upon an occurrence of a Determination of Taxability, the Borrower hereby agrees to pay to the Bank an additional amount equal to the difference between the amount of interest paid on the Note during the Taxable Period and the amount of interest that would have been paid on the Note during the Taxable Period had the Bonds borne interest at the Taxable rate plus an amount equal to any interest, penalties on overdue interest and additions to tax owed by the Bank as a result of the occurrence of a Determination of Taxability.
<b>Expense</b>			
Legal Expense / Bank Fees	\$3,500	\$3,000	\$3,000
<b>Main Contact</b>			
	David Pierce Florida Banking Officer (904) 361-5253	Scott Ricker Senior Vice President (407) 236-5398	William C. Jones First Vice President (407) 237-5909

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William C. Jones  
First Vice President

SunTrust Bank  
Mail Code: FL-Orlando-2063  
200 S. Orange Avenue, SOAB 6<sup>th</sup> Floor  
Orlando, FL 32801  
Tel 407.237.5909  
Fax 407.237.6030  
william.c.jones@suntrust.com

Mr. John Rumble  
Purchasing Manager  
City of Tavares  
201 E. Main Street  
Tavares, FL 32778

COPY

May 3, 2012

Re: RFP #2012-0017: 2012 Bank Note – Refunding of the City of Tavares, Florida – Capital Improvement Revenue Note, Series 2008

Dear Mr. Rumble:

On behalf of SunTrust Bank (the "Bank"), I am pleased to present this commitment to the City of Tavares (the "Borrower") in the amount of up to Six Million Seven Hundred Thousand Dollars and 00/100 dollars (\$6,700,000 00). It is our understanding that the proceeds of the 2012 Bank Note will be used to current refund all of the City's outstanding Capital Improvement Revenue Note, Series 2008.

This commitment is subject to: (i) the preparation, execution and delivery of mutually acceptable loan documentation, including a bond incorporating substantially the terms and conditions set forth in the Term Sheet; (ii) the absence of a material adverse change in the business, condition (financial or otherwise), results of operations, properties or prospects of the Borrower and its subsidiaries (if any) as reflected in its financial statements as of September 30, 2011; (iii) the accuracy of all representations which you have made or will make to the Bank and all information that you furnish to us and your compliance with the terms of this Commitment Letter; and (iv) a closing of the Note on or prior to June 17, 2012.

Although the following provisions, terms and conditions are intended to be comprehensive, they are not necessarily inclusive of all the anticipated terms that will be applicable to the credit and does not purport to summarize all of the conditions, covenants, definitions, representations, warranties, events of default or other provisions that may be contained in documents required to consummate this financing. All of such terms will be set forth in the final, definitive loan documents, and all such terms must be acceptable to the Bank and its counsel. This financing proposal is contingent upon the accuracy of all facts, statements and financial information submitted to the Bank by the Borrower and is conditioned upon the terms outlined in the attached Term Sheet.

The Borrower hereby agrees to pay, or reimburse the Bank on demand for, all reasonable costs and expenses incurred by the Bank (whether before or after the date hereof) in connection with this Commitment Letter and the transactions contemplated hereunder (regardless of whether any of the transactions contemplated hereby are consummated), including without limitation the reasonable costs and expenses of the Bank's counsel (including in-house counsel), and all reasonable costs and expenses of the Bank, including, without limitation, reasonable costs and expenses of the Bank's counsel (including in-house counsel), incurred in connection with the enforcement of its rights and remedies hereunder. Your obligation in respect of such costs and expenses shall survive the expiration or termination of this Commitment Letter.

This Commitment Letter shall constitute a binding obligation of the Bank for all purposes immediately upon the acceptance hereof by the Borrower in the manner provided herein. Notwithstanding any other provision of this Commitment Letter, the Bank's commitments and undertakings as set forth herein shall not be or become effective for any purpose unless and until this Commitment Letter shall have been accepted by the Borrower in the manner specified below.

If you are in agreement with the foregoing, please sign and return the enclosed copy of this Commitment Letter to the Bank at its office located at 200 S. Orange Avenue, Orlando, FL 32801. Attention: William C. Jones, Not-for-Profit & Government Banking. Unless the Bank receives such copy of this Commitment Letter duly executed by an authorized officer of the Borrower prior to 5:00 p.m. (EST), on May 24, 2012, the Bank's obligations hereunder shall terminate on such date (unless extended by mutual agreement). In no event shall the Bank have any obligation to make the Note available unless the closing shall have occurred on or prior to June 17, 2012. In addition to the foregoing, this Commitment Letter may be terminated at any time by mutual agreement.

This Commitment Letter is solely for the benefit of the Borrower and the Bank, and no provision hereof shall be deemed to confer rights on any other person or entity. This Commitment Letter may not be assigned by the Borrower to any other person or entity, but the obligations of the Borrower hereunder shall be binding upon the successors of the Borrower.

**THIS COMMITMENT LETTER WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE BORROWER AND THE BANK HEREBY WAIVES JURY TRIAL IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS COMMITMENT LETTER OR ANY OTHER DOCUMENTS CONTEMPLATED HEREBY.**

This Commitment Letter may be executed in any number of separate counterparts, each of which shall collectively and separately, constitute one agreement. Upon acceptance by you as provided herein, this Commitment Letter shall supersede all understandings and agreements between the parties hereto in respect of the transactions contemplated hereby.

Sincerely,



William C. Jones  
First Vice President  
SunTrust Bank  
Not-for-Profit & Government Banking

BORROWER ACCEPTS THE COMMITMENT:

\_\_\_\_\_

\_\_\_\_\_  
Date

**TERM SHEET  
FIXED RATE**

**Borrower:** City of Tavares, Florida (the "City")

**Bank:** SunTrust Bank

**Contact:** William C. Jones  
First Vice President  
SunTrust Bank  
200 S. Orange Avenue, SOAB 6<sup>th</sup> Floor  
Mail Code: FL-ORL-2063  
Orlando, FL 32801  
  
Phone: 407-237-5909

**Facility Type:** Bank Qualified Loan in the form of a tax-exempt Note (the "Note") issued by the City of Tavares. The issuance must be a "qualified tax exempt obligation" under Section 265(b)(3) of the Internal Revenue Code.

**Purpose:** The proceeds from the 2012 Note will be used to current refund the City's outstanding Capital Improvement Revenue Note, Series 2008.

**Amount:** Up to \$6,700,000.00

**Terms:** Interest shall be payable semi-annually on February 1 and August 1, beginning on August 1, 2012. Principal payments shall be due annually on February 1 of each year, commencing February 1, 2013, with a final maturity date of February 1, 2028. Debt service payments are based on the preliminary amortization schedule provided in Appendix A of the RFP.

**Security:** The Series 2012 Note and the interest thereon will be payable from and secured by a senior lien on and pledge of Public Service Utility Taxes (the "Pledged Revenues")

**Interest Rate Options:** Option 1: 15 3/4 Year fully amortizing structure (pre-payable without penalty):  
The Bank Qualified interest rate shall be 2.36% and will be fixed through the Maturity Date. Interest is payable based on a 30/360 day count basis. The indicative interest rate is shown as of May 3, 2012.

Option 2: 15 3/4 Year fully amortizing structure (with "Make Whole" provision):  
The Bank Qualified fixed interest rate shall be 2.19% and will be fixed through the Maturity Date. Interest is payable based on a 30/360 day count basis. The indicative interest rate is shown as of May 3, 2012.

**Rate Lock Option:** For any of the above mentioned options, a rate lock is available for forty five (45) days from the date of this letter, May 3, 2012 to June 17, 2012, at an additional cost of 4 basis points added to the applicable interest rate option.

**Maturity Date:** February 1, 2028

*Prepayment  
Alternatives:*

If the fixed rate option with a "Make Whole" provision is selected the following will apply:

**Alternative – Standard Make Whole:**

Borrower may prepay the Note in whole or in part at anytime upon two Business Days' prior written notice to the Bank. Such prepayment notice shall specify the amount of the prepayment which is to be made. In the event of a prepayment of the Note under this paragraph, the Borrower may be required to pay the Bank an additional fee (a prepayment charge or premium) determined in the manner provided below, to compensate the Bank for all losses, costs and expenses incurred in connection with such prepayment.

The fee shall be equal to the present value of the difference between (1) the amount that would have been realized by the Bank on the prepaid amount for the remaining term of the Note at the Federal Reserve H. 15 Statistical Release rate for fixed-rate payers in interest rate swaps for a term corresponding to the term of the Note, interpolated to the nearest month, if necessary, that was in effect three Business Days prior to the origination date of the Note and (2) the amount that would be realized by the Bank by reinvesting such prepaid funds for the remaining term of the Note at the Federal Reserve H. 15 Statistical Release rate for fixed-rate payers in interest rate swaps, interpolated to the nearest month, that was in effect three Business Days prior to the prepayment date; both discounted at the same interest rate utilized in determining the applicable amount in (2). Should the present value have no value or a negative value, the Borrower may prepay at par with no additional prepayment charge or premium. Should the Federal Reserve no longer release rates for fixed-rate payers in interest rate swaps, the Bank may substitute the Federal Reserve H. 15 Statistical Release with another similar index. The Bank shall provide the Borrower with a written statement explaining the calculation of the premium due, which statement shall, in absence of manifest error, be conclusive and binding. **This alternative is not intended to, and does not, increase the interest rate payable on the Note.**

*After-Tax Yield Maintenance*

- The interest rates quoted herein take into consideration a marginal maximum federal corporate tax rate of 35%. In the event of a decrease in the marginal maximum corporate tax rate, the Bank shall have the right to adjust the interest rate upwards in order to maintain the same after tax yield for the Bank.
- If a determination of taxability event occurs the rate will be adjusted upward to a fixed rate equal to a rate determined necessary by Bank to maintain the same after-tax yield effective as of the date of the determination of taxability event. Upon an occurrence of a Determination of Taxability, the Borrower hereby agrees to pay to the Bank (i) an additional amount equal to the difference between (A) the amount of interest paid on the Note during the Taxable Period and (B) the amount of interest that would have been paid on the Note during the Taxable Period had the Bonds borne interest at the Taxable Rate, plus (ii) an amount equal to any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Bank as a result of the occurrence of a Determination of Taxability.
- If it is determined that the Note does not qualify as BQ, the rate will be adjusted to a fixed rate (non-BQ) equal to a rate determined by Bank as of the date it is determined that the Note does not qualify as BQ.

## Financing Documents

Financing Documents will include, but not be limited to, a Note, Loan Agreement and authorizing Resolution.

## Legal Fees:

Our proposed bank counsel is Ed Vogel at Holland & Knight in Lakeland, Florida. Fees for our counsel will be:

- (a) \$3,000.00 if our counsel reviews documentation prepared by the counsel to the Borrower, or
- (b) \$8,000.00 if our counsel prepares all documentation and renders a bond counsel opinion.

## Covenants and Conditions

- A) All matters relating to this loan, including all instruments and documents required, are subject to the Bank's policies and procedures in effect, applicable governmental regulations and/or statutes, and approval by the Bank and the Bank's Counsel.
- B) Borrower shall submit to the Bank annual financial statements within 180 days of fiscal year end and an annual budget within 30 days of adoption, together with any other information the Bank may reasonably request.
- C) Borrower shall be required to deliver a written opinion from Borrower's Counsel, in form and substance acceptable to the Bank and Bank's Counsel, that all documents are valid, binding and enforceable in accordance with their terms, that execution and delivery of said documents has been duly authorized, and addressing such other matters as the Bank and the Bank's Counsel deem appropriate.
- D) The Borrower shall comply with and agree to such other covenants, terms, and conditions that may be reasonably required by the Bank and its counsel and are customary in financings of this nature. These covenants would include, but are not to be limited to, covenants regarding compliance with laws and regulation, remedies in the event of default and the right of Bank to transfer and assign the Bond.
- E) The "Bank-Qualified" interest rate quoted herein assumes the obligations is a "qualified tax-exempt obligation" as defined in Section 265(b)(3) of the Internal Revenue Service Code. Receipt of opinion from Bond Counsel in form and substance satisfactory to the Bank, which shall include, without limitation, opinion that the interest on the Note is excludable from gross income of the owners thereof for federal income tax purposes and that the Note is a qualified tax-exempt obligation under Section 265 (b)(3) of the Internal Revenue Code.
- F) The Borrower agrees to have the principal and interest payments collected via ACH Direct Debit from a SunTrust Bank account of their choice.
- G) Additional Bonds Test: The Borrower shall not issue additional parity debt secured by the City's Public Service Utility Tax revenues unless these receipts during the preceding fiscal year are at least 1.25x the maximum annual debt service on the combined existing and proposed debt.

May 2, 2012



**CREDIT FACILITY PROPOSAL**

**Direct Purchase of Tax-Exempt Bank Qualified Bond issued by the City of Tavares, FL  
in the amount of up to \$6,700,000**



*Delivery Overnight Mail*

May 2, 2012

John Rumble  
Purchasing Manager – Finance Department  
City of Tavares, FL  
201 E. Main Street, Tavares, FL 32778  
(352) 742-6131  
jrumbler@tavares.org

Dear Mr. Rumble:

On behalf of JPMorgan Chase Bank, National Association ("JPMorgan Chase"), we are pleased to propose for discussion indicative terms to the City of Tavares, FL (the "Borrower") for the direct purchase of a "bank qualified" tax exempt bond for the benefit of the Borrower in an amount up to \$6,700,000, subject to the following terms and conditions described herein (the "Proposal").

JPMorgan Chase has been the market leader in public finance credit for over 35 years. JPMorgan Chase ranks among the largest providers of credit facilities in the Municipal market today. Our deep familiarity with this sector is viewed as a strong benefit by the Municipal clients with whom we do business. We believe that our experience in providing credit support, coupled with our long experience in deal execution, will ensure an efficient, cost-effective transaction for the City of Tavares. Client references are available upon request.

The proposed indicative terms provided here for discussion do not represent an offer or commitment to lend on the part of JPMorgan Chase, and would be subject due diligence, credit analysis and approval, and documentation of detailed terms and conditions satisfactory to JPMorgan Chase. Should any part of this proposal conflict with City of Tavares's structuring parameters, we would be happy to discuss mutually acceptable alternatives.

Should you have any questions about any aspect of this proposal, please do not hesitate to contact me at (407) 236-5398. Thank you and we look forward to working with the City of Tavares, FL and its financing team.

Yours sincerely,

Scott Ricker  
Senior Vice President  
JPMorgan Chase N.A.

Copied:  
Benjamin Gilreath  
Underwriter  
JPMorgan Chase N.A.

Joe Stanton  
Counsel  
Broad and Cassel

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**City of Tavares, FL**  
**Direct Purchase Tax-Exempt Bank Qualified Bond**  
**Summary of Terms and Conditions**

*May 2, 2012*

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This Summary of Terms and Conditions (the "Term Sheet") is confidential and is intended as a statement of indicative terms only, and is provided to facilitate additional discussion. It is a proposal only and not a commitment by JPMorgan Chase Bank, N.A. (the "Bank") to provide financing, liquidity support or credit enhancement. *The Bank shall not have any commitment or obligation hereunder unless and until it executes a commitment letter or a definitive loan agreement.* The pricing and terms included in this Term Sheet are based on market conditions on the date hereof and are subject to change.

<b>Borrower:</b>	City of Tavares, FL (The "Borrower").
<b>Purchaser:</b>	JPMorgan Chase Bank, N.A. ("JPMorgan Chase" or the "Bank"). Please refer to Exhibit I for information on the Bank.
<b>Bond:</b>	An amount not to exceed \$6,700,000 Direct Purchase Tax-Exempt Bank Qualified Bond. The Bond will be designated by the Authority as a "qualified tax exempt obligation" under Section 265(B)(3)(b) of the Internal Revenue Code and the Bank will take physical delivery of the Bond at closing.
<b>Purpose:</b>	Proceeds of the Bond will be used to refund the Capital Improvement Revenue Note, Series 2008 and to fund certain costs of issuance of the Bonds. The Series 2008 Note was initially issued to finance construction of the Wooton Park Seaplane Basin & Marina (the "Project").
<b>Bond Maturity Date:</b>	February 1, 2028
<b>Bond Day/Year:</b>	30/360
<b>Optional Bank Put Date:</b>	The Bond will be subject to tender, for purchase by the Borrower at par plus accrued and unpaid interest, at the end of the Initial Interest Rate Period as set forth in Exhibit II and at the end of each Successive Interest Rate Period thereafter as set forth in Exhibit II (each a "Optional Bank Put Date").
<b>Interest Rates and Other Fees:</b>	The initial interest rate on the Bond, based on the option selected by the Borrower, and Other Fees are set forth in Exhibit II.
<b>Maximum Interest Rate:</b>	No limitation shall exist in any Trust Indenture or Resolution that restricts the Bank Rate to any rate lower than other such maximum rate permitted by law.
<b>Interest Rate Clawback:</b>	Bank will require the inclusion of a customary clawback provision as protection against the possibility of the interest rate payable on advances exceeding the maximum permissible rate thereof.

**Indicative Pricing  
Perishability:**

Rates and fees on Exhibit II are indicative as of May 2, 2012, are subject to market conditions at all times until Bank shall commit in writing otherwise, and in any event should not be regarded as indicative after June 15, 2012.

**Drawdown:**

The Bond will be fully drawn on the date of issuance.

**Bond Amortization/  
Repayment:**

Interest will be paid semi-annually on February 1 and August 1, commencing August 1, 2012.

Annual principal payments on February 1, commencing February 1, 2013, as shown below.

<b>Amortization Schedule</b>	
<u>Date</u>	<u>Principal</u>
2/1/2013	310,000
2/1/2014	335,000
2/1/2015	350,000
2/1/2016	360,000
2/1/2017	365,000
2/1/2018	380,000
2/1/2019	390,000
2/1/2020	405,000
2/1/2021	415,000
2/1/2022	430,000
2/1/2023	440,000
2/1/2024	460,000
2/1/2025	475,000
2/1/2026	485,000
2/1/2027	505,000
2/1/2028	520,000
<b>Total</b>	<b>6,625,000</b>

Notwithstanding the foregoing, the Bond shall be required to be repaid in full on the Bond Maturity Date and shall be subject to acceleration if any payment is not paid by the Borrower when due.

**Prepayment:**

The Bond may be prepaid in whole or in part, without premium or penalty, on any Optional Call Date, all as defined in Exhibit II. Any prepayment on any date other than those provided for above is subject to breakage costs, if any, as described in the sections labeled Yield Protection herein.

**Security:**

The Bond will be secured by the Public Service Tax on parity with all other senior debt. The obligations of the Borrower under the Bond will be evidenced by a Note of the Borrower. The obligation must be an accelerable instrument and not subject to other bondholder voting limitations.

**Conditions  
Precedent:**

Usual and customary conditions to issuance of the Bond, including acceptable legal documentation which shall include an opinion of bond counsel that the Bond is exempt from federal and State of Florida taxation.

Additionally, the Borrower must have absence of default or unmatured default, absence of material litigation and lack of material adverse change from the Borrower's financial condition and operations as reflected in the financial statements of the Borrower as of September 30, 2010. Additional conditions precedent to the Bank's purchase of the Bond will include:

1. The Bank not becoming aware of any information affecting either the Borrower or this transaction which is inconsistent in a material manner with what has been previously disclosed to the Bank and such information is true and correct in all material respects.
2. The absence of any situation occurring which would, in the opinion of the Bank, materially adversely affect the Borrower or this transaction.
3. The Borrower currently maintains all necessary approvals, orders, authorizations, consents, licenses, certificates and permits from all applicable governmental authorities, which are or may be required to operate its facilities.
4. The Borrower shall have delivered other customary closing documentation, including, without limitation, legal opinions of counsel to the borrower and acceptable to the Bank.
5. The Borrower shall have delivered a Promissory Note, Loan Agreement and any other documents required to secured and support the Borrower's obligations under the Facility, and an opinion of Borrower's Counsel as to the execution and delivery of the Promissory Note, Loan Agreement and all other loan documents, each in form and substance acceptable to the Bank.
6. The Bond shall not be separately rated by any bond rating agency.
7. Receipt of satisfactory opinion of bond counsel that the Bond is exempt from federal and State of Florida taxation and that the Issuer has designated the Bond as a "qualified tax exempt obligation" under Section 265(B)(3)(b) of the Internal Revenue Code. Further, the Bank will sign a customary investment letter relating to the private placement of the Bond.

**Additional Conditions:**

The Bond shall not be rated by any rating agency, shall not be initially registered to participate in DTC, shall not contain a CUSIP number and shall not be marketed during any period in which the Bond is held by the Bank pursuant to any Official Statement, Offering Memorandum or any other disclosure documentation.

In addition, upon the initial closing, the trustee shall provide for physical delivery of the Bond to the Bank and the Note issued under the Resolution to secure the obligations of the Borrower to the Bank.

Upon exercise of a put by the Bank or call by the Borrower, or upon full prepayment of the Bond in accordance with the related documents, the Bank shall deliver the form of the Bond registered in the name of the Bank to the Borrower and such Bond shall be marked as 'paid'.

<b>Representations and Warranties:</b>	Usual representations and warranties for like situated borrowers and the Facility's type and tenor, including, without limitation, absence of material adverse change, absence of material litigation, absence of default or potential default and continued accuracy of representations.
<b>Bond Documents:</b>	The terms of this financing will be evidenced by agreements, instruments and documents ("Bond Documents") usual and customary for a Direct Purchase Tax-Exempt Bond. The Bond Documents must be acceptable to the Bank and its counsel.
<b>Covenants</b>	<p>The facility will include customary affirmative covenants including, without limitation, the delivery of financial statements, reports, accountants' letters, projections, officers' certificates and other information requested by the Bank; payment of other obligations; continuation of business and maintenance of existence and material rights and privileges; compliance with laws and material contractual obligations; maintenance of property and insurance (including, but not limited to, flood insurance, if applicable); maintenance of books and records; right of the Bank to inspect property and books and records; notices of defaults, litigation and other material events; compliance with environmental laws, and compliance with all covenants of the Resolution.</p> <p>The facility will contain customary negative covenants, including, without limitation, restrictions on the following: liens and encumbrances; indebtedness and guarantees; sale and transfer of assets; consolidations and mergers; investments, loans and advances; capital expenditures; operating leases; transactions with affiliates; changes in line of business; prepayment of other debt and would include financial covenants deemed appropriate by Bank which provide an ongoing assessment of the strength and performance of Borrower.</p>
<b>Reporting Covenants:</b>	<p>Unless otherwise requested, the Borrower will provide the following items in an electronic format acceptable to the Bank.</p> <ol style="list-style-type: none"> <li>1. Annual, audited, consolidated and consolidating financial statements of the Borrower within 270 days of the fiscal year end.</li> <li>2. Additional information as reasonably requested by the Bank.</li> </ol>
<b>Banking Relationship:</b>	This facility is being provided with the understanding that the Borrower will entertain discussions with the bank regarding other Banking Services that may be beneficial to the Borrower.
<b>Financial Covenants:</b>	The facility will incorporate by reference covenants contained in any existing resolution or related documents for currently outstanding parity debt and said covenants and provisions will be deemed to be for the benefit of the Bank. Any amendments to, or waiver of, said provisions will require the consent of the Bank.

<b>Events of Default:</b>	The Events of Default will be those usual and customary for like situated borrowers and the facility's type and tenor, including, without limitation, failure to pay principal, interest, and other facility obligations when due; failure of representations and warranties; breach of covenants in facility bond documents; failure to pay judgments when due; commencement bankruptcy, or similar proceeding or act of insolvency; compromise of guaranty, collateral or other credit support; defaults related to employee benefit plans; merger, dissolution or similar corporate event; cross-default to payment and terms of other obligations; and material adverse change in Borrower's financial condition, business or reputation or in market conditions.
<b>Participations:</b>	The Bank does not anticipate selling participations in the facility, however the Bank may, in its sole discretion, sell participations in the Facility and disclose information to prospective participants and share, at its option, any fees with such participants.
<b>Governing Law:</b>	All aspects of the credit(s) being discussed including this Term Sheet and any Bond documents would be governed by the laws of the State of Florida.
<b>Counsel:</b>	JPMorgan Chase will engage Broad and Cassel as the Bank's legal counsel. Joe Stanton will be acting in the capacity of lead attorney representing the Bank. The Bank will agree to cap such expenses at \$3,000, plus disbursements, solely for providing review of documents and based on the scope of the financing as presented. If Bank's Counsel is requested or required to prepare any and all documents related to this facility, then it shall provide its estimate of any additional fees and expenses associated with such services.  Broad and Cassel 390 North Orange Avenue, Suite 1100 Orlando, FL 32801 Telephone: (407) 839-4210 E-mail: <a href="mailto:jstanton@broadandcassel.com">jstanton@broadandcassel.com</a>
<b>Expected Timing of Bank Credit Decision:</b>	Satisfactory due diligence, in the Bank's sole discretion, consists of, but may not be limited to, a full review of requested financial statements and financing documents and discussions with management.  Should the Borrower request financing substantially on the terms outlined herein, Bank's credit decision would be made within approximately two weeks after such request and completion of due diligence.  Any offer or commitment, if and when made, will be in a separate writing so stating, following credit decision by Bank. No offer or commitment should be implied or relied upon prior to the Bank's issuance of an express written commitment.
<b>Tax Gross Up:</b>	If interest on the Bond is determined to be taxable for any reason the interest on the Bond will increase from the effective date of such taxability to the taxable equivalent rate per annum.
<b>Change In Tax Rate:</b>	In the event of a change in the Corporate Tax Rate (as hereinafter defined) during any period where interest is accruing on a tax-exempt basis causes a reduction in the tax equivalent yield on the Bond, the interest payable on the Bond shall be increased to compensate for such change in the effective yield to a rate calculated by multiplying the bond interest rate by the ratio equal to (1 minus A) divided (1 minus B), where A equals the Corporate Tax Rate in effect as of the date of the corporate tax rate adjustment as announced by the IRS and B equals the Corporate Tax Rate in effect on the date of the original issuance of the Bonds. The Corporate Tax Rate shall mean the highest marginal statutory rate of federal income tax imposed on corporations and applicable to the Bank (expressed as a decimal).

**Yield Protection & Breakage Costs:**

The Bond shall contain customary provisions (a) that require the Borrower to reimburse the Bank for any increased costs or loss of yield due to a change in law, rule or regulation imposed upon the Bank after the Acceptance Date of this letter, including but not limited to changes in reserve requirements, tax code, capital adequacy and other requirements of law or governmental authority (other than an Event of Taxability) and (b) indemnifying the Bank for "breakage costs" incurred in connection with, among other things, any prepayment of the Bond in whole or in part on a day other than the last day of an interest period or the Tender Date with respect thereto. *In the event the Bank seeks indemnification for a reduction in yield resulting from a change in reserve on capital adequacy requirement, the Borrower has the right to pre-pay without penalty at par.*

**Information Sharing:**

The Borrower agrees that the Bank may provide any information or knowledge the Bank may have about the Borrower or about any matter relating to the facilities described in this Term Sheet to JPMorgan Chase & Co., or any of its subsidiaries or affiliates or their successors, or to any one or more purchasers, potential purchasers, participants or assignees of facilities described in this letter. The Borrower agrees that the Bank may at any time sell, assign or transfer one or more interests or participations in all or any part of its rights and obligations in the facilities described in this letter to one or more purchasers whether or not related to the Bank.

**Confidentiality Statement:**

The terms of this Term Sheet are for Borrower's confidential use and may not be disclosed by it to any other person other than its employees, attorneys, board members and financial advisors (but not other commercial lenders), and then only in connection with the transactions being discussed and on a confidential basis, except where disclosure is required by law, or where the Bank consents to the proposed disclosure; *provided, however*, that the Borrower (and each employee, representative or other agent of the Borrower) may disclose to any and all persons, without limitation of any kind, the "tax treatment" and "tax structure" (in each case, within the meaning of Treasury Regulation Section 1.6011-4) of the transactions contemplated hereby and all materials of any kind (including opinions or other tax analyses) that are or have been provided to the Borrower relating to such tax treatment or tax structure, except that, with respect to any document or similar item that in either case contains information concerning such tax treatment or tax structure of the transactions contemplated hereby as well as other information, this proviso will only apply to such portions of the document or similar item that relate to such tax treatment or tax structure of the transactions contemplated hereby.

The Bank may, from time to time, be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which the Borrower may have conflicting interests regarding the transaction described herein and otherwise. The Bank confirms that it will not use confidential information obtained from the Borrower by virtue of the potential transaction contemplated by this commitment or our other relationships with the Borrower in connection with the performance by Bank of such services for other companies. The Bank will not use in connection with the potential transaction contemplated by this commitment, or furnish to you, confidential information obtained from other companies.

\* \* \*

*This Term Sheet is intended as an outline only and does not purport to summarize all the conditions, covenants, representations, warranties and other provisions which would be contained in definitive legal documentation for the financing contemplated hereby.*

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**Exhibit I**
**INFORMATION ON JPMORGAN CHASE**


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**Bank's Credit Ratings:****Public Ratings for JPMorgan Chase Bank, N.A.**

	<b>S&amp;P</b>	<b>Moody's</b>	<b>Fitch</b>
Long Term Ratings:	A+	Aa1	AA-
Short Term Ratings:	A-1	P-1	F1+
Outlook:	Stable	Negative	Stable

\*All three rating agencies upgraded JPMorgan ratings during February and March 2007. Standard and Poor's subsequently downgraded the Bank's Long Term Rating while maintaining the negative outlook on December 19, 2008. On February 25, 2011, S&P changed its outlook from negative to stable. Moody's downgraded the Bank's Long Term Rating from Aaa on January 15, 2009 and changed the outlook from Stable on March 4, 2009. On November 29, 2011, S&P downgraded the Bank's Long Term Rating from AA-, Short Term Rating from A-1+, and changed its outlook to stable.

**Annual Report:**

The Bank's most recent annual report can be accessed via the following website:

*<http://www.jpmorgan.com>*

**Bank Contacts:**

Scott Ricker  
Senior Vice President  
450 S. Orange Ave, FL 10  
Orlando, FL 32801  
Work: (407) 236-5398  
Fax: (407) 910-3007  
Cell: (407) 701-2434  
Scott.ricker@chase.com

Benjamin Gilreath  
Underwriter  
450 S. Orange Ave, FL 10  
Orlando, FL 32801  
Work: (407) 236-5390  
Fax: (407) 218-5299  
Cell: (614) 571-5616  
benjamin.r.gilreath@chase.com

## Exhibit II

### Pricing and Other Fee Information

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#### Interest Rates <sup>1,3</sup>

**Fixed Rate Option:** Fixed rates are available and will be based on current market conditions. Based on current rates, the following indicative Fixed Rates (as of May 2, 2012) are available and subject to change daily:

Optional Borrower Call Date <sup>3,4</sup>	Optional Bank Put Date	Rate Lock Period	Fixed Rate
February 1, 2017	February 1, 2022	February 1, 2028	2.65%
February 1, 2022	February 1, 2022	February 1, 2028	2.57%

1. Interest Rates are based on a 360-day year and are quoted on a per annum basis.
2. Rates based upon Bond Amortization included herein. Changes in repayment schedule will impact fixed rate interest coupon. Refer to Exhibit III for Rate Lock Language.
3. The rate will be fixed through the Rate Lock Period. The Bond may be prepaid subject to our standard "breakage costs" prior to the Optional Borrower Call Date. **The Bond may be prepaid on or after the Optional Borrower Call Date at par.**
4. The Borrower shall provide 60 days notice to the Bank of its desire to call the bond prior to maturity.

#### Other Interest or Fees

**Default Rate:** Base Rate\* + 4.00%

\* Base Rate (a/k/a the 'Corporate Bank Floating Rate') is defined as the higher of (i) JPMorgan Chase Bank's Prime Rate and (ii) one month LIBOR Rate plus 2.5%.

The LIBOR Rate for the relevant Interest Period, applicable to the Base Rate and Variable Rate Option (if applicable), shall be defined as the quotient of (a) the LIBOR Rate applicable to such Interest Period, divided by (b) one minus the Reserve Requirement (expressed as a decimal) applicable to such Interest Period. [THE DEFAULT INTEREST RATE SHALL NOT BE SUBJECT TO THE TAX EXEMPT INTEREST RATE FACTOR.]

**Exhibit III****Forward Rate Lock**

This forward-starting fixed rate lock-in is attached to and made a part of that certain Commitment Letter dated \_\_\_\_\_, 20\_\_ issued by the Bank, JPMorgan Chase Bank, N.A., and accepted by the Borrower, \_\_\_\_\_.

Rate Lock Date: \_\_\_\_\_, 20\_\_

Rate Lock Funding Date: \_\_\_\_\_, 20\_\_

Rate Lock Amount \$ \_\_\_\_\_

Rate \_\_\_\_\_%

In order to lock the rate for this transaction, Borrower agrees that if for any reason (other than Bank's gross negligence or willful misconduct) the full Rate Lock Amount is not funded in accordance with the terms of the financing documents by the Rate Lock Funding Date, then Borrower shall pay to Bank a Reinvestment Premium within 5 business days of Bank's written request. "Reinvestment Premium" means the difference of:

- (i) the net present value of the Scheduled Payments discounted at the \_\_\_\_\_ (Swap term based on duration of the loan) Interest Rate Swap rate as reported on the Federal Reserve H.15 report effective on the Rate Lock Date and
- (ii) the net present value of the Scheduled Payments discounted at the \_\_\_\_\_ (Swap term based on duration of the loan) Interest Rate Swap rate as reported on the Federal Reserve H.15 report as effective on the Rate Lock Funding Date.

If (ii) is greater than (i) then, no Reinvestment Premium is due. If (i) is greater than (ii), the difference shall be paid to Bank as stated above. "Scheduled Payments" means \_\_\_\_\_ (number and frequency of payments excluding the balloon, if applicable) installments of \$ \_\_\_\_\_ each and a \$ \_\_\_\_\_ (amount of the balloon payment) final installment of \$ \_\_\_\_\_ scheduled to be paid on \_\_\_\_\_, 20\_\_ (maturity date).

**Alternative Rate Lock deposit language**

In order to lock the rate for this transaction, Borrower will give Bank a good faith deposit in the amount of \$ \_\_\_\_\_. If for any reason (other than Bank's gross negligence or willful misconduct) the full Rate Lock Amount is not funded in accordance with the terms of the financing documents by the Rate Lock Funding Date, then Borrower shall forfeit this deposit.

200 West Forsyth Street  
Jacksonville, FL 32202  
(904) 361-5253  
Fax (904) 361-5276

May 3, 2012

Mrs. Lori Houghton  
Finance Director  
City of Tavares, FL

Dear Ms. Houghton,

Branch Banking and Trust Company ("BB&T") is pleased to submit the following summary of terms and conditions for discussion for the financing requested by the City of Tavares ("City") This is not a commitment to lend; however, it is intended to form a basis for discussion of the key terms which BB&T believes could be incorporated into a commitment, subject to the final approval by our BB&T's Executive Credit Committee.

- (1) **Project:** Capital Improvement Revenue Refunding Note, Series 2012
- (2) **Amount To Be Financed:** not to exceed \$6,700,000
- (3) **Interest Rates, Financing Terms and Corresponding Payments:**

<u>Final Maturity</u>	<u>BQ Rate</u>
February 1, 2028	2.82%

Principal payments will be paid annually, commencing January 1, 2013. Interest payments will be paid semi-annually, commencing August 1, 2012 and each February 1 and August 1 thereafter. Interest on the principal balance will accrue based on a 30/360 day count basis. The proposed amortization in the RFP would be acceptable to BB&T. Upon being awarded this transaction, BB&T must approve the final amortization schedule.

The interest rate stated above is valid for a closing date not later than 45 days after today. Closing of the financing is contingent upon completing documentation acceptable to BB&T and its counsel.

BB&T's underwriting fee and legal review expenses shall be \$3,500. All applicable costs of counsel for the City and any other costs shall be the City's responsibility and separately payable by the City.

The financing documents shall include provisions that will outline appropriate changes to be implemented in the event that this transaction is determined to be taxable in accordance with Florida State Statutes or the Internal Revenue Service code.

The stated interest rate assumes that the City expects to borrow less than \$10,000,000 in the calendar year 2012 and that the financing shall comply with the IRS Code Sections 141, 148, 149(e) and 265(b)(3). BB&T reserves the right to terminate its interest in this bid or to negotiate a mutually acceptable rate if the financing is not a qualified tax-exempt financing.

(4) **Prepayment Language:**

The Note will be callable with a 1% prepayment penalty in whole, on a payment date only until February 1, 2020. Beginning August 1, 2020, the Note may be called without prepayment penalty in whole, on a payment date only, through the remaining term of the Note.

(5) **Financing Documents:**

It shall be the responsibility of the City to retain and compensate counsel to appropriately structure the financing documents according to Florida State statutes. BB&T shall also require the City to provide an unqualified bond counsel opinion. BB&T and its counsel reserve the right to review and approve all documentation before closing.

(6) **Security:**

The Note will be secured and payable by the City's Public Service Taxes. The Public Service Taxes will be subject to the 1.25x additional bonds test proposed by the City in the RFP.

\* \* \* \* \*

BB&T appreciates the opportunity to make this financing proposal and requests to be notified within ten days of this proposal should BB&T be the successful proposer. If BB&T is not selected as the loan provider, it requests that either the City or the City's Financial Advisor provide BB&T with the results of all competing bids.

BB&T shall have the right to cancel this offer by notifying the City of its election to do so (whether or not this offer has previously been accepted by the City) if at any time prior to the closing there is a material adverse change in the City's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the City or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to BB&T. We reserve the right to negotiate and/or terminate our interest in this transaction should we be the successful proposer.

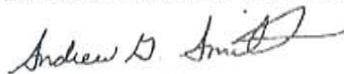
Please call me at (803) 251-1328 with your questions and comments or contact David Pierce in our Jacksonville, FL office at:

200 W. Forsyth Street  
Suite 200  
Jacksonville, FL 32202  
Phone: 904.361.5253  
Fax: 904.361.5276  
Email: [david.pierce@bbandt.com](mailto:david.pierce@bbandt.com)

We look forward to hearing from you.

Sincerely,

BRANCH BANKING AND TRUST COMPANY



Andrew G. Smith  
Senior Vice President

**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
MAY 16, 2012**

**AGENDA TAB NO. 9**

**SUBJECT TITLE: Vista Villas-Banning Beach Road-Required Sidewalk on East Side  
Request to Delete from Construction Plans**

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**OBJECTIVE:**

David Weis of Pioneer Custom Homes is requesting clarification from Council on required sidewalk construction related to the past rezoning of property on Banning Beach Road that allowed single family attached dwellings.

**SUMMARY:**

On October 19<sup>th</sup>, 2011, City Council approved a Planned Development rezoning of property along the west side of Banning Beach Road to allow the construction of 18 single family attached dwellings. The minutes of this meeting record that the motion to approve was clarified by the City Administrator as follows:

***Mr. Drury said he wished to clarify with the applicant that the trash pads for each one will be off the road, there will be 30 to 40 new oak trees, it will be a deed restricted landscaped property with a Home Owners Association, there will be a sidewalk on the east side of the road and it will be 18 attached dwellings.***

***Mr. Weiss agreed.***

Mr. Weis is now in the process of finalizing construction plans for this subdivision and the engineering feasibility of constructing a sidewalk on the east side of the road is being questioned. Griffey Engineering reviews subdivision construction plans for the city and staff requested that Mr. Griffey prepare a feasibility report on this sidewalk. In summary, Mr. Griffey found that Banning Beach Road had been constructed using a rural, substandard section design utilizing swale drainage without roadside shoulders. It is his opinion that a sidewalk on the east side would displace the stormwater management system for this road, creating a potential for road flooding and he therefore does not recommend the installation of sidewalks at this location.

Staff is fully appreciative of Council's directive motion that approved this rezoning however the engineering challenges for installing this sidewalk were not known or presented to Council at the time the zoning was approved.

**OPTIONS:**

1. That City Council holds a discussion with David Weis and provides staff direction on the preferred design and location of sidewalks in this subdivision.
2. That City Council takes no action on this matter.

**STAFF RECOMMENDATION:**

Staff recommends that City Council amends the requirement for placing a sidewalk on the east side of Banning Beach Road due to the possibility of creating stormwater and flooding problems.

*Mr. Jacques Skutt*

Director, Community Development  
City of Tavares

Ref: Vista Villa's

Jacques,

Per your request, I am asking that the sidewalk issues be put on the council meeting agenda for clarification.

Thanks so much,

David

Pioneer Realty Service, Inc.  
David Weis, Pioneer Custom Homes  
P.O. Box 1227  
Tavares, Fl. 32778  
352-989-2170 cell  
352-343-1923 office/fax

# GRIFFEY ENGINEERING, INC.

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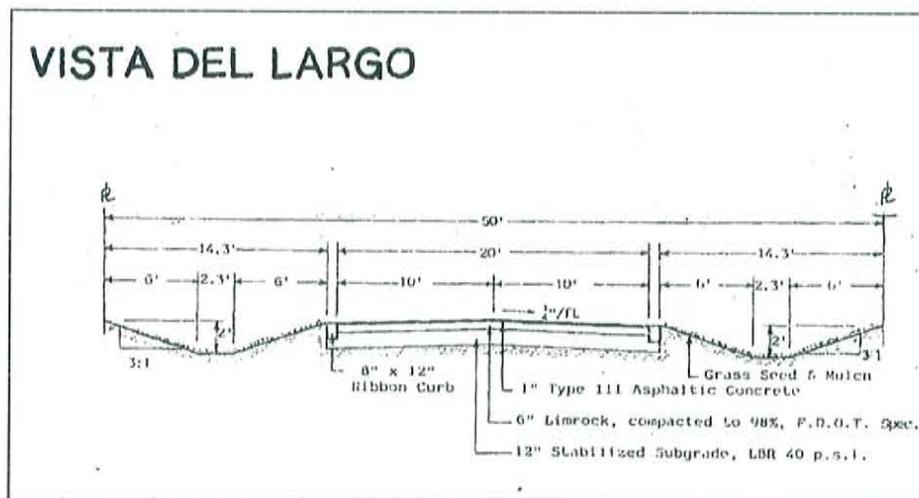
April 27, 2012

Jacques Skutt, Community Development Director  
City of Tavares  
201 East Main Street  
Tavares, FL 32778

RE: Banning Beach Road Sidewalk

Dear Jacques:

Per the City's request, I've taken a look at the feasibility of installing a sidewalk on the east side of Banning Beach Road opposite of the Vista Villa project. This portion of roadway was constructed as part of the Vista Del Largo development. A review of the original construction plans shows that the road was built with a substandard section. The road design has rural, swale drainage without roadside shoulders. It is within a 50' wide right-of-way. The typical rural right-of-way width is 66'. A 50' right-of-way is the standard width for an urban section which handles drainage with curb & gutter and underground piping. Also, a review of the construction plans shows that the roadside swales are not just a means of conveyance, they are the treatment system for the road runoff. The design road section from the plans is shown below.



Because there is insufficient right-of-way width, a sidewalk would displace the stormwater management system for this road. It would result in a loss of treatment as well as create a greater potential for road flooding. Therefore, I do not recommend the installation of sidewalks at this location.

The design for Banning Beach Road represents a minimal stormwater management approach. This type of design would not be allowed with the current Land Development

Code. Additionally, a review of current field conditions shows that the roadside swale has filled in over time. This means that the current system provides less than minimal stormwater management. It is highly advisable the swale be regarded to reestablish its functioning. The following pictures shows the current condition of the swale:



Should you have any questions or comments regarding this evaluation, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Donald A. Griffey". The signature is stylized and cursive.

Donald A. Griffey, P.E.

**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: May 16, 2012**

**AGENDA TAB NO. 10**

**SUBJECT TITLE: Request to Waive Fee to Rent Civic Center for Fundraising Event – “Autism Speaks” Walk**

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**OBJECTIVE:**

To consider the request to lease the Civic Center on June 9, 2012 for no fee for the Hunter’s Helpers team for the “Autism Speaks Walk” being held in Altamonte Springs on November 10, 2012.

**SUMMARY:**

Maggie Slaight, resident of Tavares, has requested to lease the Civic Center on June 9, 2012 from 10 am to 4 pm to hold a fundraiser to benefit Autism Speaks.

Council has the option to waive the fees and has done so in the past for some fundraising events.

**OPTIONS:**

- 1) Move to waive the rental fee for the Civic Center as requested
- 2) Do not waive the rental fee

**STAFF RECOMMENDATION:**

Council to determine.

**FISCAL IMPACT:**

The fees generated would normally be \$162.00 including \$60 set up fee.

Staff will do the set up during normal working hours so there will be no overtime.

**LEGAL SUFFICIENCY:**

Legally sufficient.

Tavares City Council,

Hunter's Helpers team for Autism Speaks Walk will be holding a silent auction and luncheon fundraising event on June 9<sup>th</sup>, 2012 at the Tavares Civic Center. Autism Speaks holds walks all over the country. They provide awareness to the community about the growing prevalence of autism. The money raised goes towards autism research and family services to individuals whose lives are impacted by autism. I, personally, have benefited from Autism Speaks' family services. When my son, Hunter, was first diagnosed, Autism Speaks gave me the information I needed to help him, and learn about his disorder. Research now, more than ever, is crucial. Autism is officially an epidemic in the United States, with the prevalence rising from 1 in 110, to 1 in 88. All of the funds raised from this event will be used to support Autism Speaks' work in research and family services. The Walk that we are fundraising for is going to be held on November 10<sup>th</sup> in Altamonte Springs. The Silent Auction and Luncheon is the first fundraiser that we are doing to raise money for our team.

If you could please waive the fee for the rental, it would greatly cut the cost of our fundraiser, in turn, raising more money for Autism research. We would be using the kitchen, so the fee would be \$17 an hour (because Autism Speaks is a registered 501(c)3 organization. The tax ID number is 20-2329938). We would like the Civic Center from 10am-4pm. This will give us time to prepare and clean up afterwards. The event itself is from noon-2pm. That is \$102 for the rental. We would also like the \$60 set up fee waived. Total, this will save the fundraiser \$162. This is \$162 more for Autism Research and family services. Regardless, I will be giving the \$75 deposit for the use of the Civic Center, so this does not need to be waived.

Sincerely,



Maggie Slaight  
Silent Auction Coordinator & Hunter's Helpers Team Captain

**PARKS AND RECREATION FACILITY RESERVATION FORM**

Person/Group Hunter's Helpers Date Needed June 9th  
Address 1204 Sherman Ave. Time (From) 10am (To) 3:4pm  
Tavares, FL 32778 Function Silent Auction Luncheon  
Telephone Day (352) 978-5125 Evening (352) 978-5125

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

If yes provide Tax Exempt # 20-2329 938

Please identify which facility you will be renting and the amenities you need. Check all that apply.

- Civic Center. Kitchen:  Chairs (Quantity Needed): 120 Tables (Quantity Needed): long 25 <sup>ish?</sup> round \_\_\_\_\_
- TRA Room. Chairs (Quantity Needed): \_\_\_\_\_ Tables (Quantity Needed): \_\_\_\_\_
- Ingraham Center. Kitchen: \_\_\_\_\_ Chairs (Quantity Needed): \_\_\_\_\_ Tables (Quantity Needed): \_\_\_\_\_
- Wooton Park. Amenities:  Large Gazebo;  Pavilion
- Tavares Recreation Park: Reservation for boat tournaments required. Only one picnic table will be reserved for tournament.
- Fred Stover Sports Complex. Field # \_\_\_\_\_
- Woodlea Sports Complex. Field # \_\_\_\_\_
- Dragon Boats: Number of boats \_\_\_\_\_ Number of vests \_\_\_\_\_ Number of paddles \_\_\_\_\_
- Other Facilities: \_\_\_\_\_

Are there any safety/security precautions required? : Yes \_\_\_\_\_ No

Please Explain: \_\_\_\_\_

I have read and understand all of the rules and regulations governing the use of the City of Tavares facilities as defined on the back of this page. I Agree to indemnify and save harmless the City of Tavares from and against all claims, suites, damages, cost, losses and expenses in any manner resulting from, arising out of, or connected with their events, as a result of the use of the above rented premises. Facility keys to be picked up and returned to the Community Services Department at Tavares City Hall.

[Signature]  
Signature of Representative

5/2/2012  
Date Signed

\_\_\_\_\_  
Staff Approval

\_\_\_\_\_  
Date Signed

**Staff Use Only**

Insurance Required:  Yes  No Received Date \_\_\_\_\_  
Facility Rental: Date Paid \_\_\_\_\_ Amount Paid \$ \_\_\_\_\_ Check # \_\_\_\_\_  
Keys Needed: Civic Center \_\_\_\_\_ Kitchen \_\_\_\_\_ Microphone \_\_\_\_\_ TRA Room \_\_\_\_\_ Ingraham Center \_\_\_\_\_

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: May 16, 2012**

**AGENDA TAB NO: 11**

**SUBJECT TITLE: Approval of Agreement to engage GSG, Government Services Group to provide a specialized update to the Fire Assessment Study and to provide specialized assistance for a City Fire Service Assessment Program**

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**OBJECTIVE:**

To seek Council's approval to execute an agreement in the amount of \$30,000 with GSG, Government Services Group, to provide a study update to include tiered rates, and to provide specialized assistance for a Fire Assessment Services Program, and to also approve a budget amendment from reserves for same.

**SUMMARY:**

**On December 17, 2008**, the City Council approved award of contract to CSG, Government Services Group for preparation of a comprehensive fire services assessment study which included preparation of the assessment roll, and assistance to staff for implementation based on the uniform method of collection. A contract was executed to CSG in the amount of \$59,515.30, and an assessment study was prepared with an assessment roll based on the uniform collection method.

**On April 4, 2012**, the City Council discussed budget priorities and constraints for fiscal year 2013. The Council also discussed implementing a fire assessment fee. A workshop for detailed discussion was then scheduled and held on April 25, 2012. Council requested staff to look at improvements to the Commercial fee structure from the 2009 study.

**On April 25, 2012**, the City Council directed staff to move forward on preparing a draft budget that included options "**with**" a fire assessment fee. Staff reported to the Council that a tiered rate option could be implemented and included with an update to the current study.

It appears that service levels for Fire Services have remained fairly constant thus the current study serves as the basic foundation for preparing a budget to include fire assessment fees for fiscal year 2013. Although the current study provides a good foundation, some additional specialized tasks are needed from the consultant. A list of needed tasks is listed below:

Phase I:

1. Identify full costs of service and revenue requirements
2. Revise the apportionment methodology
3. Develop preliminary assessment roll database
4. Calculate a preliminary proforma schedule of rates
5. Prepare and present and assessment memorandum

Phase 2:

6. Assist with legal documents
7. Assist with rate adoption process
8. Create final assessment roll
9. Advise City regarding utility bill correlation

As CSG, Government Services Group, prepared the City's Fire Assessment Study (awarded based on a competitive process), and has captured most of the needed data for the additional needed tasks, staff recommends utilizing CSG for the additional services that are needed for the Fire Assessment Budget and implementation. CSG has provided a proposal in the amount of \$30,000 for the needed tasks.

A copy of CSG's proposal is attached for Council's review.

This request also requests a budget amendment from reserves, but it is anticipated that expenditures for this study and costs of implementation for billing may be recovered from fire assessment collections should the City move forward.

**OPTIONS:**

1. Authorize staff to execute an agreement with CSG, Government Services Group, in the amount of \$30,000 based on the proposal provided, and to authorize a budget amendment from reserves for same.
2. Do not authorize staff to execute agreement with CSG.

**STAFF RECOMMENDATION:**

**Move to** Authorize staff to execute an agreement with CSG, Government Services Group, in the amount of \$30,000 based on the proposal provided, and to authorize a budget amendment from reserves for same.

**FISCAL IMPACT:**

The Government Financial Officers' Association recommends that at a minimum, general-purpose local governments, regardless of size, maintain unreserved fund balances for the General Fund of an amount between 5 and 20 percent of the fund's operating budget. It is further recommended that small cities maintain reserve levels at the mid or higher range.

Unreserved fund balance as of April 18, 2012 is estimated at \$1,432,749 or 12.7%.

**LEGAL SUFFICIENCY:** Legally Sufficient.



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April 27, 2012

### **Via Electronic Transmission**

Mr. John Drury  
City Administrator  
City of Tavares  
201 E. Main Street  
Tavares, Florida 32778

### **Re: City of Tavares–Fire Services Assessment Program Proposal**

Dear Mr. Drury,

This correspondence is written to present a proposed scope of services and fees for Government Services Group, Inc. (GSG) to provide specialized assistance to the City of Tavares (City) and its staff with the development of a special assessment program to fund the City's fire services and is based on the City Council direction at the workshop held on April 25, 2012. The proposed special assessment program will utilize the 2009 analysis conducted by GSG for the City as the preliminary basis for the proposed fire services assessment program.

The proposed scope of services and fees contemplate a phased approach to the assessment program. Phase One of this proposal includes those tasks associated with the development of preliminary proforma assessment rate scenarios. An Assessment Memorandum will be prepared and presented at the end of Phase One. It is at the end of Phase One that the City will be able to make an informed decision regarding whether to proceed with implementing the assessment program. Please note that GSG needs 60 days from notice to proceed to complete Phase One so GSG is requesting notice to proceed on this program by May 15, 2012 in order to ensure timely delivery of the Phase One recommendations.

The remaining tasks outlined in the attached proposal comprise Phase Two of the project. Phase Two of this proposal would include the specific work effort required for the implementation of the program based on the City's policy direction as determined from the findings provided in Phase One. Phase Two is comprised of those steps necessary should the City decide to move forward with any recommended assessment program.

The objective of this project is to develop special assessments based on public policy established by the City within the constraints of readily available data and legal precedent. To fulfill this objective, we will accomplish the following tasks:

- (1) Provide specialized services that assist the City in developing legally defensible methods of apportioning the assessments;
- (2) Provide implementation assistance to impose and collect the special assessments using the utility bill or tax bill collection methods; and
- (3) Provide an assessment database that collects the monthly or annual assessments; the databases will be capable of being efficiently updated in subsequent years. The enclosed work plan is designed to provide the following deliverables during this project:

- An Assessment Memorandum which includes (a) the assessment cost calculations, (b) the description of the apportionment methodology, and (c) an implementation schedule;
- Billing algorithms necessary to calculate the fire assessments pursuant to the proposed methodology;
- The final fire assessment rates;
- Assistance to the City's legal counsel with the home rule assessment ordinance and all implementing resolutions for the annual assessment program that will allow for the utility bill or for the tax bill collection method; and,
- Any required notice and billing documentation that is required for using the utility bill collection method for the assessment program.

Attached as Appendix A is the work plan under which GSG will assist the City in developing the assessment program. The scope of services is based on the following assumptions:

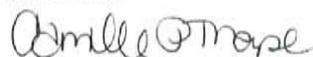
- GSG will utilize the 2009 apportionment methodology as the preliminary basis for the proposed assessment program.
- GSG will update the apportionment methodology to incorporate square foot tier ranges for non-residential properties.
- GSG will prepare multiple assessment rate scenarios based on funding levels including varying levels of exemptions for institutional, tax-exempt properties and government properties.
- GSG will prepare an assessment database based on the ad valorem tax roll data.
- The City will assign specific buildings to utility accounts that correlate to buildings contained on the ad valorem tax roll (i.e., utility account numbers can be tied to each building on a parcel and the utility accounts contain parcel identification numbers from the ad valorem tax roll).
- GSG will not be responsible for any assignment of parcel identification numbers to utility accounts or vice versa (if required).

GSG will work under a lump sum professional fee arrangement as described in the attached scope of services and will expect payment pursuant to the schedule in the appendix. The appendix also provides a list of project deliverables, delivery schedule and payment schedule. Upon receiving notice to proceed, we will provide a detailed critical events calendar and a schedule for project deliverables that is tailored to the City's needs. The professional fees required to assist the City in developing and implementing the contemplated assessment program do not include litigation defense services. However, we do all of our work with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. In the event there is a challenge, we would be available, on an hourly basis, to assist the City in its defense.

Please review the attached scope of services and upon review and satisfactory determination, please sign where indicated to acknowledge acceptance of the scope of services and to serve as proper notice to proceed. Upon execution, please provide us with a signed copy for our files.

We look forward to working with City of Tavares on this very important project. If you or any other City officials have any questions, please feel free to contact me.

Sincerely,



Camille P. Tharpe  
Sr. Vice President

CPT/sm Enclosure

# Appendix A

FIRE SERVICES ASSESSMENT PROPOSAL

# Scope of Services

## PHASE ONE

- Task 1: Identify Full Costs of Service and Revenue Requirements** GSG will evaluate the full cost of the fire service delivery using the City's most current financial information and allocate the costs between fire and EMS to ensure case law requirements are met. GSG will advise the City in determining the total fire service assessment revenue requirements to ensure the City recovers the costs of: (a) net fire service delivery revenue requirements, (b) implementing the program, and (c) collecting the assessments. Prepare a 3-year proforma budget and average budget.
- Task 2: Revise the Apportionment Methodology** Using the current ad valorem tax roll and fire incident data analyzed in the 2009 Fire Assessment Study, GSG will update the apportionment methodology to incorporate square foot tier ranges for non-residential buildings. GSG will review the assessment methodology for legal sufficiency and compatibility with the utility bill method of collection.
- Task 3: Develop Preliminary Assessment Roll Database** Using the current ad valorem tax roll, GSG will create a preliminary assessment roll database and test the sufficiency of the database by developing reports to access property information. GSG will apply the apportionment methodology to the preliminary assessment roll database to test the data validity and legal sufficiency and revise the apportionment methodology as necessary.
- Task 4: Calculate a Preliminary Proforma Schedule of Rates** Using the developed assessment roll, GSG will calculate a proforma schedule of rates based on the developed apportionment methodology and revenue requirements for the assessment program. GSG will prepare alternative rate scenarios based on funding levels and determine the impact of exemptions for all rate scenarios (including varying levels of exemptions).
- Task 5: Prepare and Present an Assessment Memorandum** GSG will prepare a draft Assessment Memorandum that documents the analysis and recommendations for Phase One. Based on comments from City staff, GSG will finalize the Assessment Memorandum and present the findings to City Council.

## PHASE TWO

- Task 6: Assist with Legal Documents** GSG will advise and assist the City's legal counsel in the drafting of all legal documents required to implement the fire services assessment program.
- Task 7: Assist with Rate Adoption Process** GSG will advise and assist with fulfilling the legal requirements for the adoption of the final assessment rate resolution as provided by the City's procedural ordinance.
- Task 8: Create Final Assessment Roll** GSG will update the assessment roll with any corrections and updates received from the City. Final rates will be verified and extended to the updated data in order to create the final assessment roll. The final roll will be provided to the City.
- Task 9: Advise City Regarding Utility Bill Correlation** GSG will provide advice to the City in the correlation of the ad valorem tax database to the utility billing system as needed.

## FEES AND COSTS

For the professional services described in the proposed Scope of Services, GSG will work under the lump sum fee arrangement of \$22,500 for Phase One and \$7,500 for Phase Two. Except as noted below, this lump sum fee includes reimbursement for all out-of-pocket expenses.

The lump sum fee for professional services includes two (2) on-site visits to the City by GSG staff for Phase One and includes two (2) on-site visits to the City by GSG staff for Phase Two. Additional on-site meetings may be arranged at our standard hourly rates, as authorized by the City. Expenses related to on-site meetings will be billed in conformance with section 112.061, Florida Statutes. In lieu of on-site visits, we are available to participate in periodic telephone conference to discuss project status.

GSG's standard hourly rates are as follows:

### GOVERNMENT SERVICES GROUP, INC.

Chief Executive Officer .....	\$225
Senior Vice President .....	\$175
Vice President .....	\$160
Senior Project Manager/Consultant/Project Coordinator .....	\$160
Consultant/Database Analyst/Technical Services.....	\$130
Administrative Support.....	\$ 50

The professional fees do not include the costs of producing and mailing any first class notices (if required). Mailing and production costs depend on the number of assessable parcels of property within the assessment program area, but average approximately \$1.31 per parcel. Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rate and if U.S. postage rates increase prior to mailing, the additional postage per notice will be charged.

The City is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

Please note that GSG works with the premise of developing and implementing assessment programs with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. Nonetheless, the fees outlined above for professional services do not include any provision for litigation defense. Accordingly, in the event there is a legal challenge, GSG would be available, on an hourly basis, to assist the City in its defense.

## DELIVERABLES SCHEDULE

### PHASE ONE

<b>Deliverable</b>	<b>Schedule</b>
City Provides Notice to Proceed	May 2012
Determine Full Cost	May - June 2012
Update Apportionment Methodology	June - July 2012
Calculate Proforma Rates	June - July 2012
Prepare and Present Assessment Report	July 2012

**PHASE TWO**

<b>Deliverable</b>	<b>Schedule</b>
Assist with Implementation	July - September 2012
Provide Assessment Roll	August - September 2012

**PAYMENT SCHEDULE**

The lump sum fee for professional services and specialized assistance will be due and payable, based on the following schedule and assuming that notice to proceed is received in May 2012. If notice to proceed occurs after this date, the payment schedule will be condensed over the anticipated number of months remaining to complete the project.

**PHASE ONE**

<b>Schedule</b>	<b>Payment</b>	<b>Amount</b>
May 2012	50% of lump sum fee	\$11,250
July 2012	50% of lump sum fee	\$11,250
<b>Total</b>		<b>\$22,500</b>

**ACCEPTED AND AGREED TO FOR PHASE ONE:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
City of Tavares

**PHASE TWO**

<b>Schedule</b>	<b>Payment</b>	<b>Amount</b>
September 2012	100% of lump sum fee	\$7,500
<b>Total</b>		<b>\$7,500</b>

**ACCEPTED AND AGREED TO FOR PHASE TWO:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
City of Tavares

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: MAY 16, 2012**

**AGENDA TAB NO) 12**

**SUBJECT TITLE: Authorize Staff to Develop for Council Consideration a Proposal for the Possible Replacement of Tavares Water Taxis**

---

**OBJECTIVE:**

To authorize staff to develop a proposal for the possible replacement of the City's two water taxis.

**SUMMARY:**

In late 2007, the City acquired two surplus water taxis from Broward County and in 2008 refurbished the boats to provide water taxi service between Tavares and Mount Dora during special events. While the water taxis were used for selected special events during 2008 and 2009, low water levels in Lake Dora expose a sandbar between Tavares and Mt Dora to a point where the boats cannot safely traverse from the Tavares side of the Lake to the Mt. Dora side of the Lake.

There is little relief in sight to solving the low water levels in the Harris Chain of Lakes (see attached Orlando Sentinel article dated May 6.2012) and the cost to address the sand bar issue during low lake levels is significant.

Staff is seeking authorization from the Council to explore the replacement of the two water taxis with smaller boats that are more easily operable during low Lake Dora water levels. The first part of this process would be to dispose of the current boats. It is anticipated that the boats would go to a community with a deeper draft and that the two boats would be renamed by their new host Community and their two current names (Major St. Clair Abrams and Captain Haynes) would remain with the city of Tavares. Re-cooping some of the costs expensed to date by the city to refurbish the boats would be a consideration in any transfer efforts.

Once the staff has clearly identified an interested party in the boats staff would come back to the City Council with a full proposal including all terms and conditions of the transfer for approval. Upon approval by Council, the boats would be transferred conditioned upon the approved terms and conditions and any revenues derived from the transfer would be placed into a restricted intermodal water taxi fund for City Council's future appropriations.

Upon the completion of that, staff would work towards developing options for Council's consideration on water taxi services.

**OPTIONS:**

1. That the City Council authorize staff to prepare for Council consideration a plan for the possible replacement of the City's two water taxis
2. That the City Council does not authorize staff to prepare for Council consideration a plan for the possible replacement of the City's two water taxis.

**RECOMMENDATION**

Staff recommends that the Council approve Option 1.

**FISCAL IMPACT:**

There is no fiscal impact on developing the proposal that would come back to Council for approval.

**LEGAL SUFFICIENCY:**

Both options are legally sufficient.

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## Water managers stop Harris Chain flows because of low water levels

By Ludmilla Lelis, Orlando Sentinel

May 8, 2012

Comments 3

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The water level of Lake Apopka has dropped too low, prompting regional water managers to stop any water from flowing out to the Harris Chain of Lakes.

The St. Johns River Water Management District stopped water discharges on April 27 through two dams in the series of lakes, and will not allow any water to flow through until June 12.



Regional water managers have shut down discharges out of Lake Apopka to the Harris Chain of Lakes, as Apopka has dropped 11 inches due to the drought. That won't make Lake residents happy, since the Harris Chain of Lakes are also suffering this drought. (Tom Benitez/Orlando Sentinel) James and Shelly Hayes use one of a couple of boat ramps usable on Wednesday, May 2, 2012. Low water has closed most of the ramps at Hickory Point in Tavares. Regional water managers have shut down discharges out of Lake Apopka to the Harris Chain of Lakes, as Apopka has dropped 11 inches due to the drought. That won't make Lake residents happy, since the Harris Chain of Lakes are also suffering this drought. (Tom Benitez/Orlando Sentinel) (Tom Benitez, Orlando Sentinel / May 05, 2012)

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Levels in lakes Dora, Eustis, Harris, Griffin and Yale will continue to fall and fishing may suffer, officials said. However, allowing Lake Apopka levels to fall further will damage lake restoration efforts there.

"We would like to have more water to manage. We would like to have a lot of water to move around so there is plenty of water for Lake Apopka," district spokesman Hank Largin said. "The drought has put us in a position that there isn't enough water for any of the lakes."

District officials will hold a public meeting to discuss lake levels in the Harris Chain on 6 p.m. May 31 at the Paul P. Williams Fine Arts Center on the Leesburg campus of Lake Sumter Community College.

Lack of rainfall has caused lake levels to drop, causing problems with the habitat in Lake Apopka and water access in other lakes. The National Weather Service said the rainfall since November for Lake is about 10 to 12 inches below normal.

Clermont received 5.61 inches of rainfall from November through April but normally would receive about 16.84 inches of rain. Leesburg got about 6.69 inches of rain since the beginning of the year, an amount that is well below normal.

Lack of rain was already a concern to the water-management district when it proposed closing the dams in the Harris Chain and preventing water from flowing downstream last year.

The Apopka-Beauclair dam controls water flow between Apopka and Lake Dora, and the other lakes of the "Superpond," including Eustis, Harris, Beauclair, Carlton and Little Lake Harris. A second dam, the Burrell Lock and Dam, controls water between Lake Eustis and Lake Griffin. A third dam, the Moss Bluff Lock and Dam, controls water flowing out of Griffin up to the Ocklawaha River.

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Public outcry about diminishing lake levels prompted the district to allow low levels of water to flow through the Apopka-Beaclair and Burrell dams. In January, the district allowed flow rates of 23 cubic feet, or 172 gallons, per second. The Moss Bluff dam remained closed. Since then, Lake Apopka's water level has dropped 11 inches, while lakes in the middle of the chain have only dropped 6 inches, Largin said.

Shelly Hayes, an avid angler, said access is starting to become a problem. Most of the boat ramps at Hickory Point Recreational Facility in Tavares are closed and canals are drying up.

"We have been fishing here for 38 years and this is what I would consider the worst we've seen," Hayes said. "These water levels are dropping drastically."

[llelis@tribune.com](mailto:llelis@tribune.com) or 352-742-5927

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Vdoman at 10:25 AM May 6, 2012

So why are they waiting until May 31st to talk about it? What a bunch of Bozos.

Medicjmfla at 12:14 AM May 6, 2012

And there are still people who deny that there is a drought or that over pumping the aquifer has any effect.

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
DATE OF MEETING: May 16, 2012**

**AGENDA TAB NO.13**

**SUBJECT TITLE: Approval to Withdraw USDA Funding Application for Stormwater Infrastructure System Upgrades in the CRA**

---

**OBJECTIVE:** To approve the withdrawal of the Engineers Joint Contract Document Committee (EJCDC) contract form between USDA, City of Tavares and Malcolm Pirnie in the amount of \$800,817 and the application for a potential \$9,470,799 Grant/Loan for the Stormwater Infrastructure System Upgrades in the CRA section of Tavares.

**SUMMARY:** Previously the City Council signed an application and EJCDC Documents between Malcolm Pirnie and the USDA seeking a Grant /Loan for the proposed \$9,470,799 Stormwater improvements in the CRA District. During the application process and the filing of the Environmental Report the USDA discovered a rule in their policies that disallows funding, if the project, involves relocating or eliminating wetlands. Our project has a small wetland in the stormwater pond that will be eliminated and mitigated. Consideration for this work is not acceptable and for this reason we do not have an acceptable application and may not receive any funding.

**OPTIONS:**

1. To approve the Withdrawal of Contract Document (EJCDC) and application between the USDA, Tavares and Malcolm Pirnie
2. To not approve the Withdrawal of Contract Document (EJCDC) and Application between the USDA, Tavares and Malcolm Pirnie

**STAFF RECOMMENDATION:**

1. That Council move to approve the Withdrawal of the Contract Document (EJCDC) and the Application between the USDA, Tavares and Malcolm Pirnie.

**FISCAL IMPACT:**

N/A

**LEGAL SUFFICIENCY:** This is a required standard document for the USDA.

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
May 16, 2012**

**AGENDA TAB NO. 14**

**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, June 6, 2012 – 4:00 p.m.
- City Council Regular Meeting – June 20, 2012 – 4:00 p.m.
- City Council Budget Workshop & Meeting – July 18, 2012
- Code Enforcement Hearing – May 22, 2012 – 5:00 p.m.
- Lake County League of Cities – June 8, 2012 – 11:30 a.m.
- Lake Sumter MPO – May 23, 2012
- Library Board – June 8, 2012 – 8:30 a.m. , Library Conference Room
- Planning & Zoning Board – May 17, 2012 – 3:00 p.m., Council Chambers

**EVENTS**

- Classic Car Show on Main Street – May 18, 2012 – 6:00 p.m. – 9:00 p.m.
- Hydro-X tours jet ski racing – Wooton Park – June 9-10, 2012
- Fundraising Concert for Babe Ruth Program – June 9, 2012 – 4:00 p.m.

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**AGENDA SUMMARY  
TAVARES CITY COUNCIL  
May 16, 2012**

**AGENDA TAB NO. 15**

**SUBJECT TITLE: City Councilmembers Report**

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**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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