

**AGENDA
TAVARES CITY COUNCIL**

**DECEMBER 18, 2013
4:00 P.M.**

TAVARES CITY HALL COUNCIL CHAMBERS

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

I. CALL TO ORDER

II. INVOCATION & PLEDGE OF ALLEGIANCE

Pastor Rick Fountain, First Baptist Church of Tavares

III. APPROVAL OF AGENDA

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

IV. APPROVAL OF MINUTES

Tab 1) Regular City Council Meeting October 16, 2013

Mayor Wolfe

V. PROCLAMATIONS/PRESENTATIONS

Tab 2) Lake County Economic Development Department Report Bill Neron

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

VII. READING OF ALL ORDINANCES/RESOLUTIONS

VIII. CONSENT AGENDA

Tab 3) Edward Byrne Grant for Police Department for Body Worn Camera and Equipment

Stoney Lubins

IX. ORDINANCES/RESOLUTIONS

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**CITY OF TAVARES
MINUTES OF REGULAR COUNCIL MEETING
OCTOBER 16, 2013
CITY COUNCIL CHAMBERS
4:00 p.m.**

COUNCILMEMBERS PRESENT

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

ABSENT

Kirby Smith Vice Mayor

STAFF PRESENT

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

I. CALL TO ORDER

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

Mayor Wolfe noted there are cards by the door to be filled out by anyone wishing to speak on an agenda item and they should be given to the City Clerk.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Tom Cavanaugh, First Baptist Church of Mt. Dora, gave the invocation and those present recited the pledge of allegiance.

III. APPROVAL OF AGENDA

MOTION

Bob Grenier moved to approve the agenda, seconded by Norman Hope. The motion carried unanimously 4-0.

IV. APPROVAL OF MINUTES

1
2 **MOTION**
3

4 **Bob Grenier moved to approve the minutes of the September 4, 2013 City Council meeting**
5 **as submitted, seconded by Norman Hope. The motion carried unanimously 4-0.**
6

7 **V. PROCLAMATIONS/PRESENTATIONS**
8

9 **Tab 2) Presentation on Rifles, Rails and History Event**
10

11 Councilmember Grenier spoke about the success of this event emphasizing its educational,
12 economic, and entertainment benefits. He noted the re-enactor community had spoken favorably
13 about their experience. He gave credit to Ms. Graham for her conception of the event and for her
14 facilitation of the event. Ms. Graham thanked City Council for approving the event and for the
15 support of the city staff. She reiterated that the feedback from the re-enactors had been very
16 positive and plans are underway for next year.
17

18 Councilmember Grenier said the photographs taken depict the uniqueness of this event and that
19 Rifles, Rails and History will be the inaugural event for re-enactors in 2014.
20

21 **VI. SWEARING IN BY CITY ATTORNEY AND DISCLOSURE OF EXPARTE CONTACTS**
22

23 None.
24

25 **VII READING OF ALL ORDINANCES/RESOLUTIONS**
26

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

29 **FIRST READING**

30 **ORDINANCE #2013-19**
31

32 **AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, RELATING TO**
33 **RECLAIMED WATER UTILITY SERVICE; AMENDING SECTION 17-54 OF THE**
34 **CITY OF TAVARES LAND DEVELOPMENT REGULATIONS PERTAINING TO**
35 **RECLAIMED WATER UTILITY RATES; AMENDING THE DEFINITION OF**
36 **“LARGE USER”; AUTHORIZING BULK SERVICE AGREEMENTS FOR**
37 **CERTAIN RECLAIMED WATER LARGE USERS; AND PROVIDING FOR AN**
38 **EFFECTIVE DATE.**
39

40 **SECOND READING**
41

42 **ORDINANCE NO. 2013-16**
43

44 **AN ORDINANCE OF THE CITY OF TAVARES AMENDING CHAPTER 15,**
45 **PENSIONS AND RETIREMENT, ARTICLE IV, POLICE OFFICERS’ PENSION**
46 **TRUST FUND, OF THE CODE OF ORDINANCES OF THE CITY OF TAVARES;**
47 **AMENDING SECTION 15-74, FINANCES AND FUND MANAGEMENT;**
48

1 Chief Keith noted this is a companion document to the Police Pension ordinance for the
2 Fire Pension. This ordinance will broaden the permissible investment restrictions. The
3 change has been recommended by the Board's investment professionals. Staff
4 recommends approval. Mr. Drury noted this ordinance was also reviewed by the
5 independent retirement consultant.

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7 **MOTION**

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9 **Bob Grenier moved to approve Ordinance #2013-17, seconded by Norman Hope.**
10 **The motion carried unanimously 4-0.**

11
12 **X. GENERAL GOVERNMENT**

13
14 **Tab 9) Pavilion RFQ for Catering and Approval of Selection Committee**

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16 Ms. Rogers stated that the development of the RFQ was done with the assistance of
17 Joyce Ross and Scott Aldrich who did extensive research. She noted that catering
18 requires a certain skill level. The plan will be to select five to seven companies that will be
19 approved to be on a preferred list. An agreement will be executed for no more than five
20 years with the catering companies and during that time the City may add to the list as
21 needed. The expectation will be that those caterers on the preferred list will also promote
22 the city's facility on their web site. Ms. Rogers reviewed the following selection criteria:

- 23
24
- 25 • Minimum standards will include a FL Dept of Business Regulation Hotel &
26 Restaurant licensure; FI liquor license, a Florida Dept of Business Regulation
27 Hotel inspected food production kitchen license; all of their employees must have
28 a FI Food handlers certificate
 - 29 • They must disclose an HACPP plan (Hazard Analysis and Critical Control Points
30 Plan)
 - 31 • Proof of liability insurance, workers comp, and auto insurance, fire, liquor liability
32 insurance
 - 33 • Letters of references from other venues
 - 34 • Plan for marketing the pavilion along with their own business
 - 35 • Requirement to pay 10% user fee for every contract (industry standard)
 - 36 • Submit menus with response packet and price points
 - 37 • Selection Committee will reserve the right to inspect the proposed caterers'
38 facilities
 - 39 • Provide a proposed plan to cater the grand opening event

40 She noted if the client wants to use their own caterer they can pay a fee of \$500 which
41 will enable them to bring in their own licensed caterer. For daytime events, the client will
42 be able to bring in a box lunch. Ms. Rogers discussed the members of the Selection
43 Committee, the selection process and the role of the Purchasing Manager.

44
45 Ms. Rogers said the request before Council is to approve the Selection Committee and to
46 authorize moving forward with the Request for Qualifications.
47

1 Councilmember Hope asked if the the client wishes to choose an alternative caterer,
2 would that caterer would be subject to the same criteria as the ones on the preferred list.
3 Ms. Rogers confirmed. Mr. Drury said they would be subject to the basic criteria.

4
5 Councilmember Pfister questioned some aspects of the proposed RFQ such as requiring
6 each staff person to have a food handler's license and other language suggesting the City
7 would have to approve the selection of a wedding cake. Ms. Rogers explained the
8 rationale behind requiring the license and the intention behind approving some items. Mr.
9 Drury commented that the pavilion manager will probably need to know what type of
10 entertainment will be coming in and whether it will be appropriate for a city facility.

11
12 Mr. Drury said today the Council is voting on approving committee members and going
13 out for a RFQ. Mr. Drury said the selection committee needs to review the RFQ before it
14 goes out. Councilmember Pfister asked for clarification. Ms. Rogers said she had planned
15 on sending out the RFQ to the committee members for comment and review.
16 Councilmember Pfister requested a selection committee meeting to go over the RFQ.

17
18 Mr. Drury supported having a pre-proposal meeting.

19
20 Councilmember Hope said he preferred to see the final RFQ before voting.

21
22 Attorney Williams noted that Council did not usually review the RFQ before it is sent out.
23 Ultimately what will come back to Council will be the contract.

24
25 **MOTION**

26
27 **Lori Pfister moved to approve the committee and the RFQ subject to the Committee**
28 **meeting first, seconded by Bob Grenier. The motion carried unanimously 4-0.**

29
30 **Tab 10) Update on the Golden Triangle Fire District**

31
32 Attorney Williams noted the City has been the leader working with Mt. Dora and with
33 Eustis for the last couple of years on the concept of the Fire District. The plan was to
34 combine two or more fire departments into an autonomous free standing agency that
35 would benefit from economies of scale, could have its own employees, and could handle
36 the department through a larger district area, including some of the areas outside of the
37 city limits. When this was originally looked at, the concept was that the district would be
38 governed by a board that would be appointed by the various member cities. That type of
39 district would be able to levy its own income through a fire assessment process or ad
40 valorem taxes.

41
42 One of the ways to create the district was through a Special Act of the Legislature for an
43 Independent Fire District 191 which has some advantages and disadvantages. Staff has
44 decided to recommend looking at another option which is the creation of a public
45 corporation similar to Lake County EMS. EMS is a public corporation owned by Lake
46 County and the governing members are appointed by the Board of County
47 Commissioners and they hired their own administrators and staff and have sovereign

1 immunity. They do not have the ability to raise their own assessments or taxes. Under this
2 model then there would be two owners of the company (Tavares and Mt. Dora currently)
3 and the board members would be appointed. He said there a lot of details in merging the
4 two city departments. Under this model the government would have to fund the
5 corporation.

6
7 Mr. Drury discussed the potential board representation and possibility of Eustis joining at
8 a later time. He requested that Council authorize the City Attorney to begin crafting the
9 public articles of incorporation that define how the corporation will work and bring back to
10 Council for review, and to continue the conversation with Mt. Dora. He said on October
11 29th the city will be hosting the annual Golden Triangle Summit meeting which will be
12 another opportunity to discuss the Golden Triangle Fire District.

13
14 Mayor Wolfe stated he is in favor of moving forward and having Attorney Williams
15 continue working on the articles of incorporation. Councilmember Hope asked if Council
16 would have control over the private corporation. Attorney Williams said Council will not
17 have direct control but would appoint the board members. Mr. Drury and Attorney
18 Williams discussed the Interlocal governmental agreement between the two cities of Mt.
19 Dora and Tavares and the corporation where the cities agree to fund the corporation.

20
21 Councilmember Hope asked what would happen to the current employees' retirement.
22 Attorney Williams said the private company can have a retirement system and staff is
23 researching whether the private employee firefighters could remain either in their current
24 plans or would be eligible for FRS.

25
26 Councilmember Pfister asked the projected savings for the residents on their fire
27 assessment. Attorney Williams said the Fire Department will do fire protection and
28 provide ALS services which cannot be paid for out of the fire assessment. Currently the
29 Fire Department budget is paid partly out of General fund revenues. He said the reason
30 that the combining of fire departments is sometimes done is in cities that are at the limit of
31 their 10 mil cap. The other issue is that the bigger the department the less duplication of
32 services.

33
34 Mr. Drury said he will do a survey on consolidation of services around the country. He
35 discussed the potential for savings. Attorney Williams noted it will also increase the level
36 of service for the residents.

37
38 Mr. Drury said the projected Fire District map will be developed and brought back to
39 Council. Mr. Drury recommended that Council make a motion to authorize the City
40 Attorney to develop the Articles of Incorporation and bring back for City Council's review.

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45 **MOTION**
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1 **Bob Grenier moved to approve staff recommendation [to authorize the City**
2 **Attorney to develop the Articles of Incorporation and bring back for City Council's**
3 **review], seconded by Norman Hope. The motion carried unanimously 4-0.**

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5 **XI. OLD BUSINESS**

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7 **XII. NEW BUSINESS**

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9 **XIII. AUDIENCE TO BE HEARD**

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11 **XIV. REPORTS**

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13 **Tab 14) City Administrator**

14
15 Mr. Drury referred to list of upcoming meetings. Mr. Drury pointed out that the City has several
16 projects that are now coming to fruition: the Pavilion on the Lake, the shoreline cleanup and
17 removal of rubble and tires from the lake; the water and sewer downtown project (supported by
18 excellent public communications); the water facilities building at Woodlea; the Alfred Street One
19 Way Pair (November 18th is the preconstruction meeting); the arrival of the railroad tracks and the
20 County's SR 19 paving project from 561 to US 441.

21
22 He said under the design side there have been several meetings regarding the Wooton Park
23 Expansion project. The design of the public safety building is also underway. All the projects are
24 in addition to the day to day operations.

25
26 **City Clerk**

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28 Ms. Barnett reminded everyone that the next Council Meeting will be November 20th and there
29 will be a reception for Councilmember Grenier at 3:30 pm that day.

30
31 **Economic Development**

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33 Mr. Neron reminded everyone of the upcoming Jet Ski show and commented on the status of the
34 Wooton Park project.

35
36 **Community Services**

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38 **City Attorney**

39
40 Attorney Williams said the spaying and neutering ordinance has been drafted and would be
41 presented at the next meeting in order to have time to include information on free or no cost
42 spaying/neutering opportunities. He said he has modeled it after an exceptions clause. In addition
43 he commented on the property located next to Mr. Eldrodt. He said the property owners have now
44 been "constructively served" through the publishing of an ad. Mr. Drury said the goal is to have a
45 judge authorize the razing of the building after proving that everyone was notified. Attorney
46 Williams said there will be a foreclosure sale and the property will be sold on the courthouse

1 steps. If the city ends up with property (noting the city liens are greater than the value of the
2 property), then the city can raze the building.
3

4 **Tab 15) City Council**

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6 **Councilmember Pfister**

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8 **Councilmember Hope**

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10 Councilmember Hope commended staff for their responsiveness when he gets a call from a
11 citizen. He commended Ms. Rogers on her work on the pavilion.
12

13 **Councilmember Grenier**

14
15 Councilmember Grenier introduced his daughter Samantha who was in the audience.
16

17 Councilmember Grenier said he has accepted an offer to work at Disney World again. He said he
18 has been working with the County on the Viva Florida exhibit. The dedication will be next
19 Tuesday.
20

21 Councilmember Grenier said he will miss being on Council.
22

23 **Mayor Wolfe**

24
25 Mayor Wolfe discussed several events coming up including a hotdog sampling on October 26th.
26

27 **Adjournment**

28
29 There was no further business and the meeting was adjourned at 5:23 p.m.
30

31 Respectfully submitted,
32

33 

34 Nancy A. Barnett, C.M.C.
35 City Clerk
36

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: December 18, 2013**

AGENDA TAB NO. 2

SUBJECT TITLE: Lake County Economic Development Report

OBJECTIVE:

To receive an annual update from the Lake County Economic Development & Tourism Department Director.

SUMMARY:

Lake County Economic Development & Tourism Department has requested to make an annual update to City Council.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

None.

LEGAL SUFFICIENCY:

N/A

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: DECEMBER 18, 2013**

AGENDA TAB NO. 3

**SUBJECT TITLE: Edward Byrne Memorial Justice Assistance Grant (JAG)
Direct – Body Worn Cameras**

OBJECTIVE:

To consider the request to apply for and accept funding from the 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) Direct Funding for the purchase of Body Worn Video Cameras and associated equipment.

SUMMARY:

The U.S. Department of Justice will be dispersing 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) Direct funds for FY 2013/2014 through a reimbursable grant. FDLE has allocated \$1,993.00 to the City of Tavares Police Department. This funding will be used to purchase Body Worn Cameras and associated equipment. No grant match is required.

OPTIONS:

- 1) Apply for and accept the 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) Direct funds for FY 2013/2014.
- 2) Do not apply for the grant

STAFF RECOMMENDATION:

Move to apply for and accept the 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) Direct funds for FY 2013/2014 in the amount of \$1,993.00.

FISCAL IMPACT:

100% reimbursable grant with no match requirement

LEGAL SUFFICIENCY:

This has met legal sufficiency.

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DECEMBER 18, 2013**

AGENDA TAB NO. 4

**SUBJECT TITLE: Ordinance 2013-18
Idamere Crossings-Rezoning**

Second Reading

OBJECTIVE:

To consider the rezoning of approximately 18.56 acres of property abutting Lake Idamere at the southeast intersection of State Road 19 and Lane Park Cut-Off from PCD (Planned Commercial Development) to C-2 (Highway Commercial).

SUMMARY:

The subject property is located on the southeast intersection of SR 19 and Lane Park Cut-Off. The property is approximately 18.56 acres in size and backs onto Lake Idamere. It is owned by Idamere Crossings, LLC. The land is vacant and is currently zoned PCD (Planned Commercial Development). The owner desires to rezone this property to C-2 (Highway Commercial). Essentially, the only difference between the existing and proposed zoning uses is that, under a Highway Commercial zoning, an automobile service station is an allowed use. It is staff's opinion, that this busy, signalized intersection would be an appropriate location for a service station. The Future Land Use Map designation of this property, under our Comprehensive Plan, is Commercial and is therefore compatible with the proposed Highway Commercial zoning.

Prior to the issuance of any permits for development on this property, the owners would have to receive site plan approval from the city demonstrating compliance with all applicable city, state and federal regulations.

OPTIONS:

1. That City Council moves to approve Ordinance 2013-18
2. That City Council moves to deny Ordinance 2013-18.

PLANNING & ZONING BOARD RECOMMENDATION:

At its November 21st meeting, the Planning & Zoning Board voted unanimously to recommend approval of Ordinance 2013-18.

STAFF RECOMMENDATION:

Staff recommends that City Council moves to approve Ordinance 2013-18.

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 2013-18

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AN ORDINANCE OF THE CITY OF TAVARES REZONING APPROXIMATELY 18.56 ACRES LOCATED AT THE SOUTHEAST INTERSECTION OF STATE ROAD 19 AND LANE PARK CUT-OFF FROM PCD (PLANNED COMMERCIAL DEVELOPMENT) TO C-2 (HIGHWAY COMMERCIAL); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

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WHEREAS, the owner of property described in Exhibit "A" attached hereto, is requesting to rezone said property from PCD (Planned Commercial Development) to C-2 (Highway Commercial); and

WHEREAS, the City of Tavares held duly noticed public hearings before the Planning and Zoning Board and City of Tavares City Council, providing opportunity for individuals to hear and to be heard regarding the proposed amended zoning; and

WHEREAS, the City Council has reviewed and considered all relevant evidence, information and testimony presented by witnesses, the public, and City staff; and

WHEREAS, this proposed rezoning to C-2 (Highway Commercial) is in conformity with the City of Tavares' Comprehensive Plan and the Future Land Use Map 2020 designation of Commercial; and

WHEREAS, the City Council finds this amendment in compliance with the City of Tavares' Land Development Regulations; now therefore

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

Section 1. Rezoning

The said property, as legally defined in Exhibit "A", attached hereto and made a part herewith, is hereby rezoned from PCD (Planned Commercial Development) to C-2 (Highway Commercial), under the specific provisions as established by the City of Tavares Land Development Regulations.

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Section 2. Severability.

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

Section 3. Effective Date.

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

Robert Wolfe, Mayor
Tavares City Council

First Reading: _____

Passed Second Reading: _____

ATTEST:

Nancy A. Barnett, City Clerk

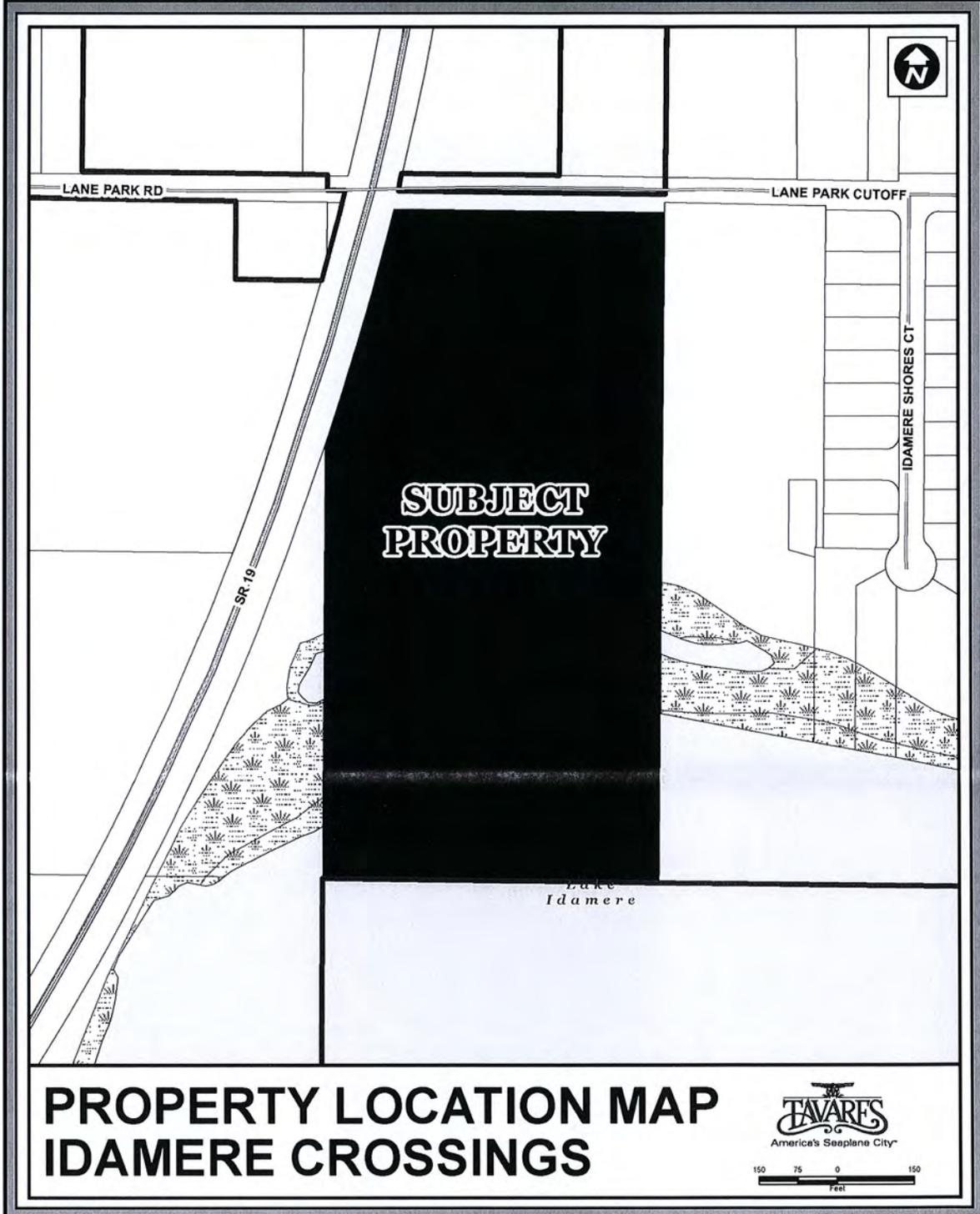
APPROVED AS TO FORM AND LEGALITY:

Robert Q. Williams, City Attorney

**Exhibit A
Legal Description**

The West 1/2 of the SW 1/4 of the SE 1/4, Section 6, Township 20 South, Range 26 East, Less the Right of Way of State Road No. 19 and that portion lying within 35 feet South of the North line of the SW 1/4 of the SE 1/4 of Section 6, Township 20 South, Range 26 East, Lake County, Florida.

CITY OF TAVARES



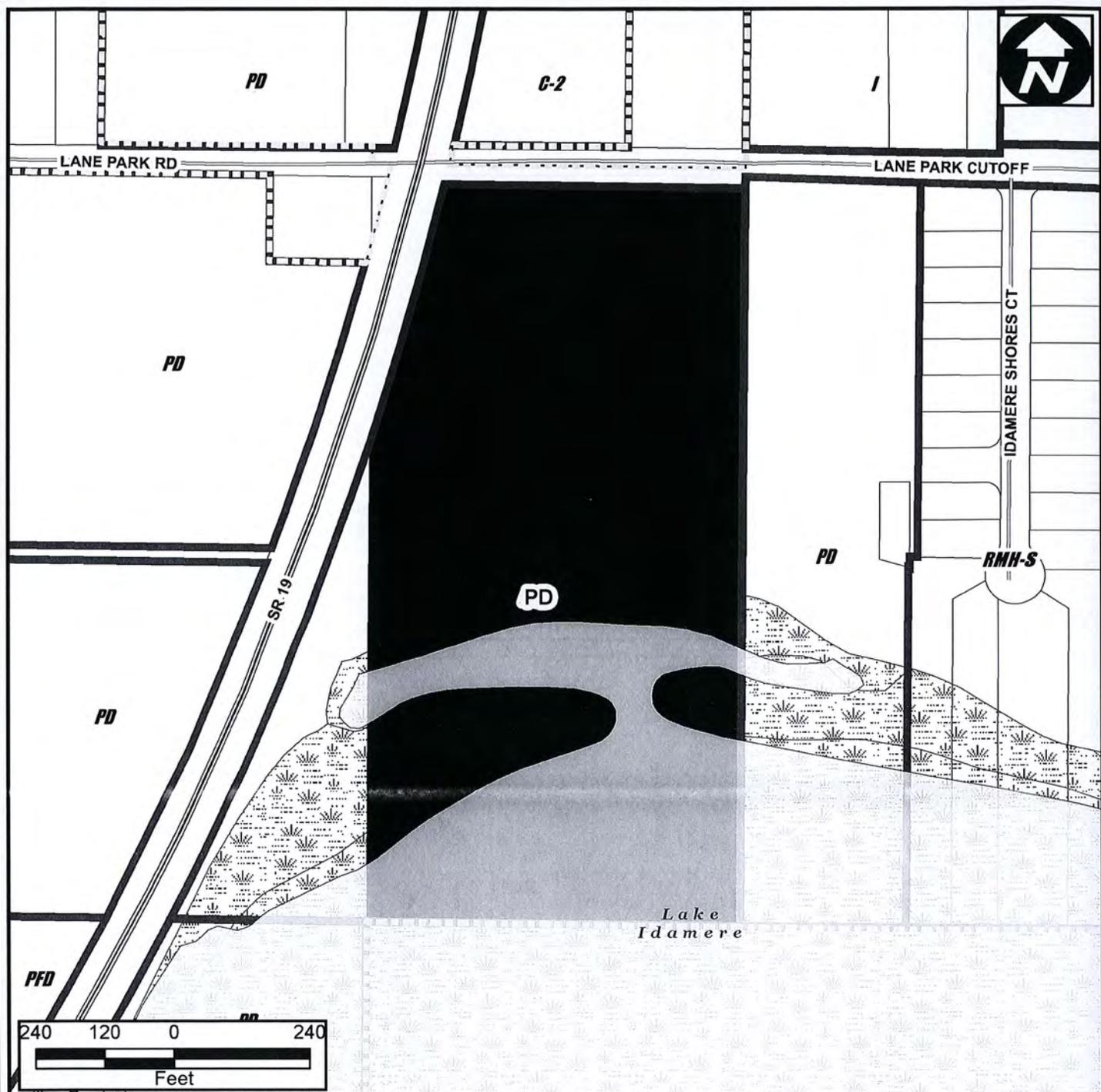
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Map Created on 10.22.13

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CITY OF TAVARES ORDINANCE # 2013-18



- 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

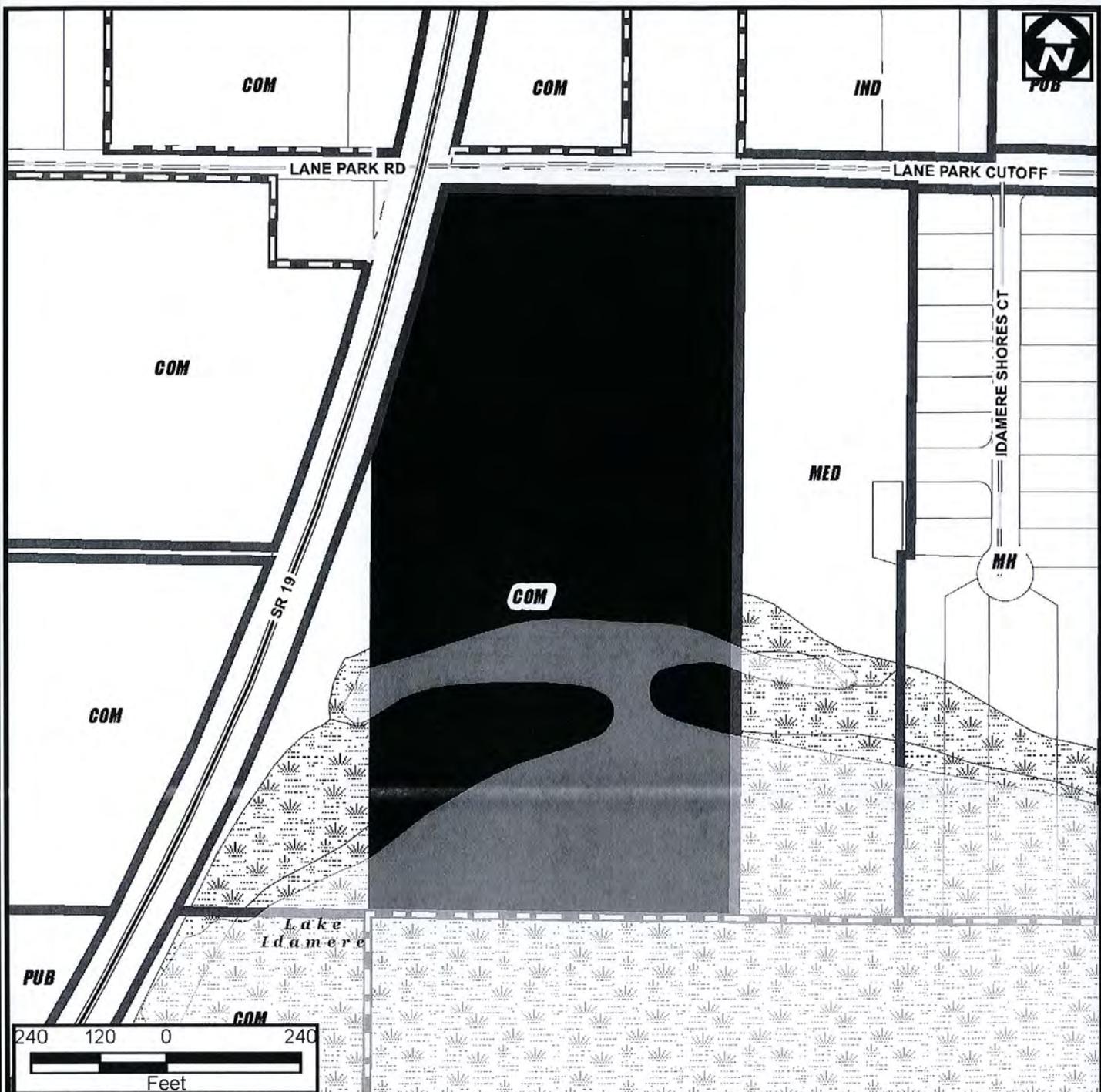
ORDINANCE # 2013-18

IDAMERE CROSSINGS

Current Zoning: PD
Proposed Zoning: C-2
18.5 ± Acres

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

CITY OF TAVARES ORDINANCE # 2013-18



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	

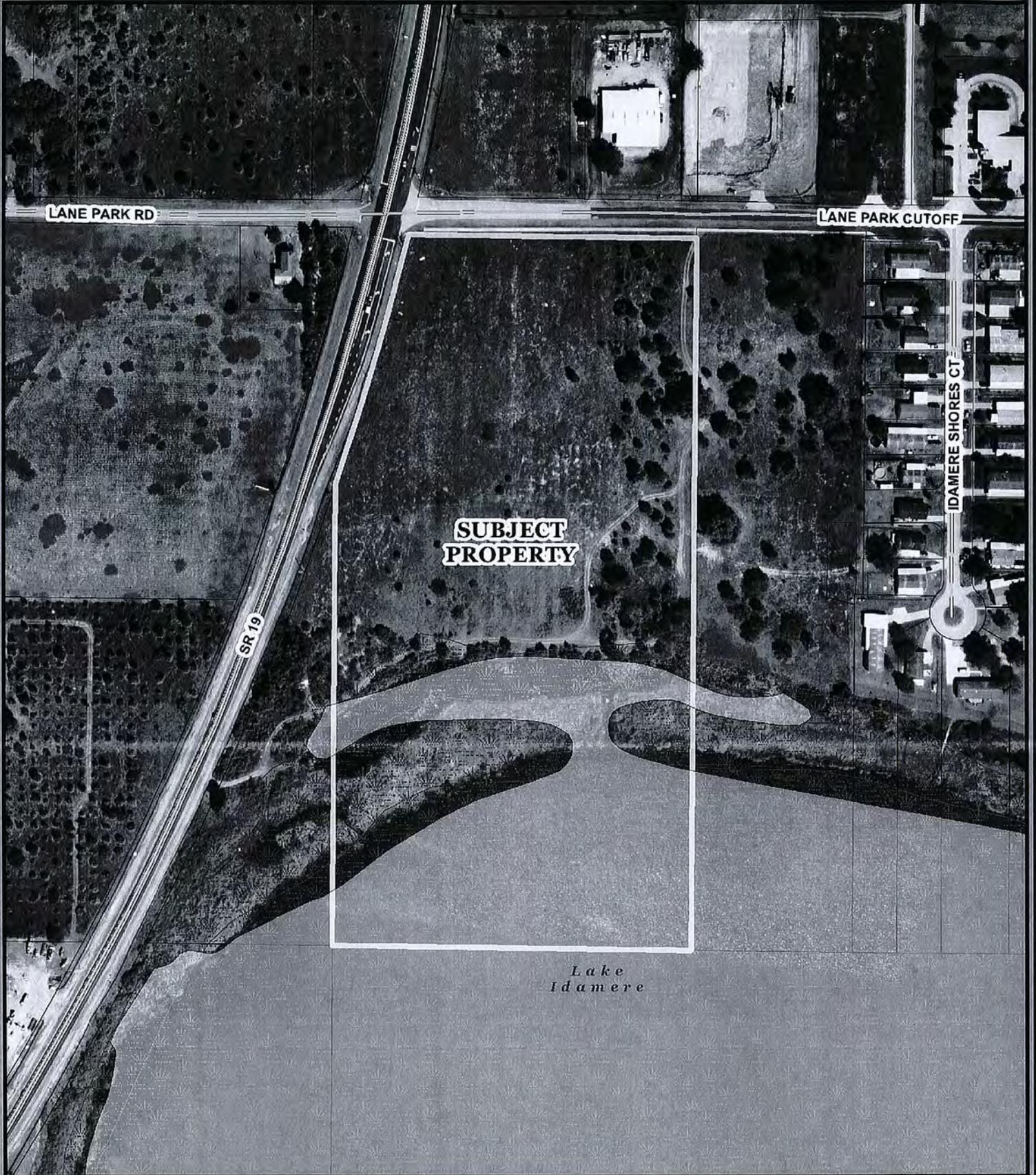
FUTURE LAND USE MAP
ORDINANCE # 2013-18
IDAMERE CROSSINGS

Current FLU: COM
 18.5 ± Acres

Legend

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

CITY OF TAVARES - PROPERTY LOCATION MAP



**SUBJECT
PROPERTY**

Lake
Idamere

PROPERTY LOCATION MAP IDAMERE CROSSINGS



CITY OF TAVARES
PLANNING AND ZONING BOARD MEETING
TAVARES COUNCIL CHAMBERS
November 21, 2013

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7 **BOARD MEMBERS PRESENT**

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9 John Adams, Chairman
10 Gary Santoro, Vice Chairman
11 Morris Osborn
12 Howard Haynes - Absent
13 Richard Root
14 Norb Thomas

15
16 **LAKE COUNTY SCHOOL BOARD**

17
18 Debbie Stivender, Boardmember - Absent
19 Dawn McDonald, Senior Planner - Absent

20
21 **STAFF MEMBERS PRESENT**

22
23 Jacques Skutt, Community Development Director
24 Mike Fitzgerald, Development Coordinator
25 Alisha Maraviglia, Senior Planner

26
27
28 **CALL TO ORDER**

29
30 Chairman, John Adams, called the meeting to order at 3:00 p.m. and the Pledge of Allegiance was
31 recited.

32
33 **APPROVAL OF MINUTES OF September 19, 2013**

34
35 The minutes were approved as read.

36
37
38 **OLD BUSINESS**

39
40 None.

41
42 **SWEARING IN OF THOSE GIVING TESTIMONY**

43
44 Michael Fitzgerald (Notary Public), gave the oath to staff and audience.

45
46 **CASES TO BE HEARD**

47
48 1) **Ordinance 2013-18 Idamere Crossings - Rezoning**

49
50 Jacques Skutt, Community Development Director provided the following staff report;

51
52 The subject property is located on the southeast intersection of SR 19 and Lane Park Cut-Off. The
53 property is approximately 18.56 acres in size and backs onto Lake Idamere. It is owned by Idamere

1 Crossings, LLC. The land is vacant and is currently zoned PCD (Planned Commercial Development).
2 The owner desires to rezone this property to C-2 (Highway Commercial). Essentially, the only
3 difference between the existing and proposed zoning uses is that, under a Highway Commercial
4 zoning, an automobile service station is an allowed use. It is staff's opinion, that this busy, signalized
5 intersection would be an appropriate location for a service station. The Future Land Use Map
6 designation of this property, under our Comprehensive Plan, is Commercial and is therefore compatible
7 with the proposed Highway Commercial zoning.
8

9 Prior to the issuance of any permits for development on this property, the owners would have to receive
10 site plan approval from the city demonstrating compliance with all applicable city, state and federal
11 regulations.
12

13 Chairman Adams asked for comments from the audience
14

15 Ted Wicks from Wicks Engineering Services introduced himself as the representative for the applicant.
16 He stated that the request for C-2 zoning is to allow more flexibility with the property with regards to
17 market demand and the fact that SR-19 will become a 4 lane highway. He stated that some of the
18 property will be acquired by FDOT for the widening of SR-19.
19

20 Bill Neron, Economic Development Director, stated that the intersection of SR-19 and Lane Park Cutoff
21 will become one of the primary areas for commercial growth and development in Tavares. He spoke in
22 support of having a more flexible zoning designation in that area.
23

24 Chairman Adams asked for comments from the Planning & Zoning Board.
25

26 Morris Osborn asked if there was a piece of property west of SR-19 across from the subject property
27 that was included in the rezoning.
28

29 Ted Wicks answered that it was not part of the property or rezoning request.
30

31 Richard Root asked if there were any current development plans for the property other than a service
32 station / convenience store.
33

34 Ted Wicks stated that the property owner is exploring multiple commercial opportunities including retail,
35 professional office space, and financial institutions.
36
37
38

39 **MOTION**
40

41 **Morris Osborn moved to recommend approval of Ordinance 2013-18. The motion was seconded**
42 **by Richard Root. The motion carried 5-0.**
43
44

45 There was no further business and the meeting adjourned at approximately 3:13 p.m.
46

47 Respectfully submitted,
48

49 _____
50 Michael Fitzgerald
51 Development Coordinator

Client Name: / PO# Fitzgerald, Mike
Advertiser: City of Tavares
Section/Page/Zone: Lake Zone/E002/LAK
Description: Ordance 13-18

Ad Number: 1919621-1
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Size: 3 x 10.5
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THE CITY OF TAVARES NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Tavares will consider at the public hearings set forth below enactment of proposed Ordinance 2013-18 listed as follows:

ORDINANCE 2013-18

AN ORDINANCE OF THE CITY OF TAVARES REZONING APPROXIMATELY 18.56 ACRES LOCATED AT THE SOUTHEAST INTERSECTION OF STATE ROAD 19 AND LANE PARK CUT-OFF FROM PCD (PLANNED COMMERCIAL DEVELOPMENT) TO C-2 (HIGHWAY COMMERCIAL), SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL, PROVIDING AN EFFECTIVE DATE.

Proposed Ordinance 2013-18 will be considered at the following public meetings:

- Tavares Planning & Zoning Board meeting on November 21, 2013, at 3 p.m., and
- Tavares City Council meeting on December 4, 2013, at 4 p.m. (Introduction and First Reading by Title Only), and
- Tavares City Council meeting on December 18, 2013, at 4 p.m. (Second Reading)

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

Proposed Ordinance 2013-18 may be inspected by the public between the hours of 7:30 a.m. and 5:00 p.m. Monday through Friday of each week at City Hall.

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

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Planning Department, City of Tavares, 201 East Main Street, Tavares, Florida 32778. Telephone: (352) 742-6408, at least 2 (two) working days prior to the date of the Public Hearing, if you are hearing or voice impaired, call (352) 742-6433.

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

CITY OF TAVARES

PROPERTY LOCATION MAP (AMERE CROSSINGS)

YOUR COMMUNITY IN BRIEF

Yoga class designed to help with balance, strength, more

By DEBBIE MANIS
Staff Writer

Hatha yoga focuses on using the physical body to circulate life energy through the use of movement and breath, while strengthening muscles, creating elasticity in joints, ligaments and tendons, and relaxing the body.

Mount Dora Parks and Recreation is offering Hatha yoga from 6 to 7:45 p.m. Tuesdays in the Green Room at the Mount Dora Community Building, 520 N. Baker St.

Hatha yoga, the most common style, has been found to boost strength, flexibility, balance and endurance.

The class will start with a gentle warm-up, work through sun salutations, interspersed with basic yoga sequences and holding poses and finish with savanna (rest), which includes a head and hand massage from the instructor.

Cost is \$30 a month.

For more information, send email to Brenda Skiles at skilesfitness@gmail.com.

Meetings

Lake Harris Toastmaster Club meets at 6:30 p.m. the second, fourth and fifth Thursday of every month at IHOP restaurant, 10322 U.S. Highway 441 across from Lake Square Mall in Leesburg.

Visitors are welcome. Details: 352-234-6584.

The Golden Triangle Stamp Club meets at 1 p.m. the third Friday of each at WT: Blind Public Library, 1995 N. Donnelly St., Mount Dora.

Details: Scot Cornwall, 352-217-2826.

Benefit for St. Jude

Members of the Fallen Few Motorcycle Club of Lake County will have its annual poker run scheduled for Saturday to benefit St. Jude Children's Research Hospital in Memphis.

Breakfast will be served at 8:30 a.m. at AMVETS Post 1992, 32201 AMVETS Way, Mount Dora. The kickstands go up at 11 a.m. There also will be a bloodmobile at the post.

The last stop is Corner Pub in Eustis.

There will be door prizes, 50-50 drawing, auctions, bike and car wash, bike contest, music, food and vendors.

Last year's poker run event raised more than \$9,000.

Details: Kansas Crowley, 352-552-4067 or fallenfewmc.com.

LAKE THINGS TO DO

Aquatics

MOUNT DORA SWIM TEAM is taking registrations. Fee: \$40 per month with gear from 4:30 to 6 p.m. Monday, Tuesday, Thursday, Friday. No Wednesday practices. Location: heated Mount Dora City Pool. Details: Both Koczowski at 352-586-2781.

LEESBURG AQUATICS for swimmers from 5 through masters (19 and older) is inviting recreational swimmers looking to develop their swimming skills. Fees: \$35-\$55 per month and other fees for meets and USA Swimming registration. Year-round and summer recreational programs are available. Details: leesburgaquaticsclub.com, 407-421-8049 or email leesburgaquaticsclub@hotmail.com.

GOLDEN TRIANGLE YMCA is running swim-lesson program for students from 6 months old to adults. Fees: \$45 for members for eight sessions; \$90 for non-members for eight sessions. Details: Contact aquatics director Pam Sanders, psanders@cfymca.org.

SAFE START program by the Central Florida YMCA teaches youngsters to float, rest, breathe and swim to the wall. It is a six-week program taught five days a week for 10 minutes by Heather Worrell, certified Safe Start instructor. Details: 352-343-8164, Ext. 235, or email heathersafestart@gmail.com.

CITY OF EUSTIS Parks & Recreation Department will be offering Aqua Zumba classes at the Eustis Aquatic Center. Classes are instructed by certified Zumba instructor Michelle Deesi. Classes are one hour and begin at 9:30 a.m. Classes are ongoing. Fee: \$40 per month, two classes per week, or \$20 per month, one class per week. Details: Eustis Aquatic Center at 352-357-3264.

NTC AQUATICS is for children who are competitive swimmers or would like to learn the basic fundamentals of swimming in a team atmosphere. Ages 5-18. This is a year-round program offering seven different categories/teams based on skill level. Details: Ozze Quevedo at ozze.quevedo@orlandohealth.com or 352-241-7144, Ext. 4293.

Archer

JOSEPH STEED'S ARCHERY offers beginner, intermediate and advanced archery classes Saturdays and Sundays at 8 a.m. in Montverde. Ages: 9-90. All experience levels welcome. Details: Joseph Steed, 407-913-4140 or josephsteedsarchery.com.

Baseball

CENTRAL FLORIDA REDHAWKS travel baseball teams are looking for players 8-13 years old to play. Our coaches are experienced and former baseball players who have your child's development in mind. We have a 7000-square-foot, state-of-the-art indoor training facility where we use the same training techniques as many college and Major League Baseball teams. For info on RedHawks Spring/Summer Travel Baseball Team, call 352-735-0015 or email fredhawks@gmail.com.

MOUNT DORA BASEBALL ACADEMY is offering training sessions Mondays from 6-8 p.m. There are 12 hitting stations, a speed and agility workout. Program is for players 7-12. Fee: \$15 per session or \$50 a month, and special pricing is available for families. Reservations are taken at 352-735-0015 at mtdorabaseballacademy@gmail.com. Private lessons, camps and clinics also are offered.

COAST TO COAST BASEBALL is seeking skilled players (ages 10-18) to represent the U.S. in competition in Puerto Rico or to work with top college coaches and prospects at one of their Florida or Arizona camps and showcase events at a major-league spring-training complex. Details: Visit the tryout

PICKLES

How to reach us: Lake County newsroom contacts

COUNTY EDITOR
JERRY FALLSTROM
jfallstrom@orlando-sentinel.com
352-742-5916

COMMUNITIES EDITOR
SAL RECCI
srecci@orlando-sentinel.com
407-420-5493

LAKE NEWS ONLINE
LakeSentinel.com

Delivery issues, wet paper complaints, vacation stops, manager contact:
1-800-359-0353

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: December 18, 2013**

AGENDA TAB NO. 5

SUBJECT TITLE: Citizen Appointment to the Lake County Metropolitan Planning Organization, Citizen's Advisory Council

OBJECTIVE:

The Mayor will make an appointment to the Citizen's Advisory Council.

SUMMARY:

The term of the present citizen appointments to the Citizen's Advisory Council and Bicycle Pedestrian Committee will expire December 31, 2013. Both positions were advertised.

The current member appointed by the City to the Citizen's Advisory Council is David Clutts who has indicated his willingness to be reappointed. No applications were received for the Bicycle & Pedestrian Committee.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

None.

LEGAL SUFFICIENCY:

N/A



Lake County
Sumter County
Town of Astatula
City of Bushnell
City of Center Hill
City of Clermont
City of Coleman
City of Eustis
City of Fruitland Park
City of Groveland
Town of Howey-in-the-Hills
Town of Lady Lake
City of Leesburg
City of Mascotte
City of Minneola
Town of Montverde
City of Mount Dora
City of Tavares
City of Umatilla
City of Webster
City of Wildwood
Florida Central Railroad
Lake County Schools
Sumter County Schools

October 31, 2013

Mr. John Drury, City Administrator
City of Tavares
PO Box 1068
Tavares, FL 32778-1068

**RE: Lake-Sumter Metropolitan Planning Organization
Citizens' Advisory Committee (CAC) and
Bicycle & Pedestrian Advisory Committee (BPAC)
Membership Expirations**

Dear Mr. Drury: *John*

This is to advise that the term expiration date for the members appointed by the City of Tavares is December 31, 2013.

Either current members need to be reappointed or new members appointed for a 2 year term starting January 1, 2014 through December 31, 2015.

The following are the current members appointed by the City of Tavares:

CAC – David Clutts, re-appointed 12/7/11

BPAC – Jim Ellrodt, appointed February 2012

Please feel free to contact Sue Goldfuss or Nancy Valenzano if you have any questions.

Sincerely,

T.J. Fish, AICP
Executive Director

c: CAC Member / BPAC Member / MPO Member

"Promoting Regional Transportation Partnerships"
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1616 South 14th Street, Leesburg, Florida 34748
Phone (352) 315-0170 – Fax (352) 315-0993

Susie Novack

From: David Clutts [dclutts@civilengsolutions.com]
Sent: Thursday, November 21, 2013 12:53 PM
To: Susie Novack
Subject: RE: MPO CAC

Hi Susie,

I received your message and my response isYes, I will continue to serve as long as the Mayor sees fit. FYI....I verbally conveyed this to him a week or so ago and apologize for not having followed up with you.

-David

David Clutts, P.E., Owner/President
Civil Engineering Solutions, Inc.
322 North Rockingham Ave.
Tavares, Florida 32778
Land (352) 742-5011
Cell (352) 552-4670
Fax (352) 742-5044

From: Susie Novack [mailto:snovack@tavares.org]
Sent: Friday, November 01, 2013 2:51 PM
To: dclutts@civilengsolutions.com
Subject: MPO CAC

David:

Your term on the Lake Sumter MPO Citizens Advisory Committee, City of Tavares Representative, is due to expire December 31st. Please let us know if you wish to be reappointed for an additional 2 year term beginning January 1, 2014.

Thank you.

Susie Novack MMC, FCRM
Deputy City Clerk
352-742-6279



America's Seaplane City™

City of Tavares, 201 E. Main Street, Tavares, Florida 32778. www.tavares.org

Orlando Sentinel/Lake Sentinel
Sunday, November 10, 2013 Edition
Citizens Boards/Committees

Legal Notices

Public Hearing Notices

CITY OF TAVARES
CITIZEN BOARDS/COMMITTEES

THE CITY OF TAVARES IS PRESENTLY ACCEPTING APPLICATIONS FOR THE FOLLOWING COMMITTEES:

- LAKE SUMTER METROPOLITAN PLANNING ORGANIZATION (MPO) BICYCLE PEDESTRIAN COMMITTEE, CITY OF TAVARES REPRESENTATIVE
- LAKE SUMTER METROPOLITAN PLANNING ORGANIZATION (MPO) CITIZENS ADVISORY COMMITTEE, CITY OF TAVARES REPRESENTATIVE
- LAKE COUNTY LIBRARY ADVISORY BOARD, CITY OF TAVARES REPRESENTATIVE

THE POSITIONS ARE VOLUNTARY AND APPOINTED BY THE MAYOR OF THE CITY OF TAVARES. APPLICATIONS MAY BE OBTAINED BY CALLING (352) 253-4546, BETWEEN THE HOURS OF 8 A.M. AND 5 P.M. MONDAY THROUGH FRIDAY OR BY DOWNLOADING THE APPLICATION FROM THE CITY'S WEB SITE AT WWW.TAVARES.ORG

APPLICATIONS SHOULD BE SUBMITTED BY FRIDAY, NOVEMBER 22, 2013 AT 5:00 P.M. FOR ADDITIONAL INFORMATION PLEASE CALL NANCY BARNETT, CITY CLERK, AT 352-253-4546.

LAK1261141 11/10/2013

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: December 18, 2013**

AGENDA TAB NO. 6

SUBJECT TITLE: Creation of an Adopt-A-Bench Program for the placement of Tavares branded benches at City parks and facilities.

OBJECTIVE: To establish a program that will allow the public to adopt a branded City bench.

SUMMARY: Recently, the Council approved a standard for Tavares park benches that established a specific design and manufacturer for benches that are placed on City property that reflect the City's new brand "America's Seaplane City."

Today, before you, is the proposed City policy that details how the public can adopt one of these new benches for placement at a City park or facility. The policy addresses cost, the optional dedication plaque, and the length of the adoption period.

Previously, the City had an informal adopt a "Plaque Program" for City benches where the public could, for \$260, purchase a plaque in memory of a person(s) and the City would affix the plaque on a City bench (see attached 2003 memo and list of plaques). Funds derived from this informal program were not used to purchase the benches (which cost \$1,400) but instead were placed into a restricted fund to be designated in the future for a public art program. The fund balance for this program is \$4,496.70. The public art program was never implemented, nor was there ever a formalized policy set on how long the plaques or benches would be maintained. The useful life of an outdoor commercial public bench is between 10 and 15 years.

This proposed Adopt-a-Bench policy addresses life expectancy and provides for "expiration" of sponsorships as the new benches age and need replacement.

This Adopt-A-Bench policy establishes clear guidelines and provides a funding source for expanding the "America's Seaplane City" brand.

OPTIONS:

1. Approve the Adopt-A-Bench policy
2. Modify the Adopt-A-Bench policy
3. Do not approve an Adopt-A-Bench policy

STAFF RECOMMENDATION:

Staff recommends the adoption of the Adopt-A-Bench policy.

FISCAL IMPACT: None

Funding Source: N/A

LEGAL SUFFICIENCY:

TITLE: ADOPT-A-BENCH PROGRAM

POLICY #:

EFFECTIVE DATE:

SUPERSEDES:

PAGE 1 OF 2

AUTHORIZED BY:

JOHN H. DRURY, CITY ADMINISTRATOR

REVIEWED FOR LEGAL SUFFICIENCY:

ROBERT Q. WILLIAMS, CITY ATTORNEY

PURPOSE:

To establish a program that will permit the public to adopt, or sponsor, benches that will be located in City parks or other City of Tavares property.

DEFINITIONS

Park Benches: For the purpose of this program the benches up for adoption shall be the 4'6" metal benches incorporating the City's seaplane logo and tagline that were adopted by the Tavares City Council on November 20, 2013 as the official City bench.



Commemorative Plaque: The plaques affixed to each bench shall be metal approximately 2.5" x 6", engraved with donors dedication.

Donor: An individual, group or organization that adopts a bench.

POLICY

The City shall make available for adoption by the public (individual, business or organization), specially designed benches that advance the City's brand and provide for needed seating in public venues. Benches sponsored under this program are City property and are intended to be installed for public use.

The Adopt-A-Bench program shall be managed and administered by the Community Services Department.

The Adopt-A-Bench program is open to any individual, group or organization that wishes to make a donation to purchase a Tavares bench. The donation required for the adoption of each bench shall be set at \$1,400. This amount shall be established to cover the cost of the manufacture and installation of the bench and commemorative plaque, as well as maintenance for the life of the bench. The City Administrator shall have the authority to adjust this adoption fee, as needed, to insure that manufacturing costs are covered.

Wording on the commemorative plaque is limited to 3 lines, 25 characters per line. The City reserves the right to reject any wording or sponsorship that may be deemed inappropriate for display in a public venue.

The City, within reason, will permit the donor to designate at which facility or location the bench will be installed. The City reserves the right to relocate a bench or to place a bench where it will have the most useful purpose.

The benches have a limited life-cycle. The anticipated life-cycle for the previously purchased wooden benches is 5 years, with 15 years for commercial metal powder coated benches. The new branded metal powder coated benches will replace the older wooden benches as they reach the end of their life expectancy. Individuals wishing to ensure permanency for a commemorative bench would need to develop a perpetuating trust that would cover the replacement of the bench every 5 or 15 years depending on the type of bench.

As an alternative to a perpetuating trust, at the end of this term the donor may choose to extend the adoption agreement with the City and have a new bench placed in the same location by paying the then current replacement value. The City reserves the right to deny renewal or to seek a new donor should the original donor choose not to renew, or cannot be contacted.

Each donor shall sign an agreement of understanding and provide information for the plaque inscription. In return, the donor will receive a receipt for the donation from the City's Finance Department for tax purposes and recognition of the valuable contribution to the City's public spaces and a statement of life expectancy of the selected bench. Once the donation is received, an order will be placed for the manufacture of the bench. The City will notify the donor when installation has been scheduled.

CITY OF TAVARES



MEMORANDUM

To: Tammey Rodgers, Administrative Assistant

From: Janie McFadden

Cc: Susan Jackson, AICP
Director of Community Services

Date: May 5, 2003

Re: City Newsletter

Downtown Bench Memorial Plaques

The City of Tavares has developed a "Plaque Program" in answer to ongoing requests from the community to find a way to commemorate individuals or organizations. A dedication plaque can be placed on a park or downtown bench with a two hundred and sixty dollar (\$260.00) donation. The money raised by this program will go towards park and downtown improvements. If you are interested in purchasing a memorial plaque please call (352) 742-6028 for further information.

PLAQUE PROGRAM
City of Tavares
#001002309000

Date	Donator's Name	Address	Plaque Inscription	Location	Donated Amt	Plaque Costs	Balance	Account Balance	
03/27/03	Altrusa International			Wooton	\$0.00				
06/09/03	Ron Carpenter	32550 Lakoshore Drive Tavares, FL 32778	In Memory of My Sister - Arlene Lewis - 1942-2003	Wooton	\$260.00	\$64.08	\$195.92	\$195.92	
08/11/03	Martha Smith	PO Box 562, Tavares FL 32778	In Loving Memory to Chooe Boggus 1935-2003 Be still and know I'm God	Wooton	\$260.00	\$72.00	\$187.10	\$383.02	
08/28/03	Beth Holder	11312 Dead River Road, Tavares, FL 32778	Our Guardian Angel-Marcia Diane Morgan 1975-2003 - Always in our hearts	Wooton	\$260.00	\$67.51	\$192.49	\$575.51	
09/15/03	Mary Lamoreaux	201 Juan Street, Tavares, FL 32778	In Memory of Hilda Lamoreaux-Lamoreaux-Browning Family	Wooton	\$260.00	\$69.61	\$190.39	\$765.90	
01/28/04	Lewis & Elaine Everett	88 Fawn Road, E. Stroudsburg, PA 18301	In Loving Memory of Joseph P. Focke	City Hall	\$260.00	\$68.00	\$192.00	\$957.90	
02/01/04	City Purchase		"For the Working Man"	City Hall	\$0.00	\$68.00	-\$68.00	\$889.90	
03/04/04	Bob McKee LCTax Coll	PO Box 288, Tavares, FL 32778	"Cheryl W. O'Berry Respected, Appreciated and Lovingly Remembered"	Wooton	\$260.00	\$78.76	\$181.24	\$1,071.14	
05/28/04	Martha Smith	PO Box 562, Tavares FL 32778	"Bobby Wynne SR 1922-2004 One Day at a Time Love-Laughter-Friendship"	Wooton	\$260.00	\$88.86	\$171.14	\$1,242.28	
07/30/04	William Wean	118 N. Rockingham Ave, Tavares, FL 32778	"In Loving Memory of Jane Wean- The Wean Family"	Wooton	\$260.00	\$72.40	\$187.60	\$1,429.88	
03/05/05	Mrya Scott, State Atty. Office	PO Box 7800, Tavares, FL 32778	"In Remembrance of Victims of Crime-May their love reflect upon our lives"	Wooton	\$260.00	\$84.12	\$175.88	\$1,605.76	
07/20/05	Caruthers Family	311 N. Barrow Ave, Tavares, FL 32778	"ALWAYS IN MEMORY TOMMY & RUTH CARUTHERS"	Wooton	\$260.00	\$73.20	\$186.80	\$1,792.56	
06/19/06	George & Shirley Namlik Sr	37020 N. CR 44A, Eustis, FL 32736	"Empty Arms Broken Hearts- George Namlik Jr. 6/16/04 I Love & Miss You Daddy"	Wooton	\$260.00	\$80.82	\$179.18	\$1,971.74	
12/29/06	Andrew O'Keefe	115 S. Rockingham Ave	O'Keefe's Irish Pub and Restaurant Tavares, Florida	Wooton	\$260.00	\$40.28	\$219.72	\$2,191.46	
12/29/06	Andrew O'Keefe	115 S. Rockingham Ave	O'Keefe's Irish Pub and Restaurant Tavares, Florida	Wooton	\$260.00	\$40.28	\$219.72	\$2,411.18	
12/19/08	Art in the Air banner sales		Auction		\$525.00	\$0.00	\$525.00	\$2,936.18	
12/23/08	Art in the Air banner sales		Tammey, Billie Shell		\$50.00	\$0.00	\$50.00	\$2,986.18	
12/29/08	Art in the Air banner sales		Daniel Craize		\$25.00	\$0.00	\$25.00	\$3,011.18	
01/20/09	Art in the Air banner sales		Educational Foundation of Lake County- Carmen Cullen		\$25.00	\$0.00	\$25.00	\$3,036.18	
06/10/09	Bruce Duncan, Richard Joyce, Edd Holder, Padgett, Wetz & Young		IN LOVING MEMORY OF GAIL B. BROSS 1944-2009	Wooton splash park	\$260.00	\$86.57	\$173.43	\$3,209.61	
04/26/10	Army-Navy Ladies Auxiliary	31116-I Fairview Ave, Tavares, FL 32778	Army-Navy Union #1127 Ladies Auxiliary Tavares, FL	Wooton splash park	\$260.00	\$85.70	\$174.30	\$3,383.91	
07/14/10	Paul Campbell	PO Box 2927, Umatilla, FL 32784	"Always in Our Hearts Marie Campbell 1941-2008 Wife Mother Friend"	Wooton splash park	\$300.00	\$94.94	\$205.06	\$3,588.97	
01/12/11	Tavares African American Heritage Committee	PO Box 1412	"Our Community Educator Mrs. Benny J. Kinler African American Heritage"		\$260.00	\$97.88	\$162.12	\$3,751.09	
12/19/11	Steve Pullum/Edd Holder	11312 Dead River Road, Tavares, FL 32778	"In Memory of Dale E. Barich"		\$260.00	\$82.86	\$177.14	\$3,928.23	
03/15/12	Robert Minsch	109 Greenlawn Ln	Bob, Pat & Mike Minsch Our Moment in Time April 17, 2012	Train Station	\$400.00	\$91.53	\$308.47	\$4,236.70	
10/09/13	heather Brooking				\$260.00		\$260.00	\$4,496.70	
					TOTALS	\$6,005.00	\$1,508.30	\$4,496.70	
					TOTAL REVENUE				\$4,496.70

26 ← Number of Plaques

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING:
December 18, 2013**

AGENDA TAB NO. 7

SUBJECT TITLE: Residential Solid Waste Disposal Contract

OBJECTIVE: Approval of a new solid waste agreement, with Covanta Lake II, Inc., for Residential Solid Waste Disposal.

SUMMARY: The current contract, with Covanta Lake II, Inc., for the disposal of comingled residential solid waste for the City has expired. The City continues to use the Covanta facility for its disposal at the negotiated Lake County price of \$40 per ton. This price is in effect until June 30th, 2014.

During the last several months, the Public Works Director and Solid Waste Manager began exploring possible options for our future residential comingled solid waste disposal needs. Three sites were identified as possible options.

1. A.C.M.S. Heart of Florida Environmental, located near Lake Panasoffkee
2. Progressive Waste Solutions of Florida Inc. (formerly WSI) located in Groveland
3. Covanta Lake II, Inc. located in Okahumpka

A Request for Proposal (RFP) was sent out, by the Purchasing Department, to these three facilities on November 25, 2013. All facilities responded back to the City Purchasing Agent by the December 5, 2013 deadline. A selection team consisting of Chris Thompson (Public Works Director), Jeff Henderson (Solid Waste Manager), John Rumble (Purchasing Agent) and Bill Neron (Director of Economic Development) reviewed and ranked the RFPs based on their responses with a special emphasis on price, distance and the required permitting. It was the unanimous decision of the team to rank Covanta Lake II, Inc. as the number one choice. Summaries of the RFP "criteria" and "Pros & Cons" for each submittal were developed by the review team and are attached for the Council's benefit. Also attached is a draft contract, with the number one ranked firm, Covanta Lake II, Inc., which is currently under review by the City Attorney for legal sufficiency.

The Salient points reflected in the contract are as follows:

- 5 year contract

- Accepts comingled residential solid waste (household garbage mixed with yard waste)
- City does not have to guarantee an annual disposal tonnage
- Rate is reduced from \$40 per ton down to \$27.50 per ton
- CPI not to exceed 2 1/2% and subject to annual negotiations
- Renewable energy credit
- No fuel surcharge
- Incremental transportation costs will be covered in the event of a diversion (primary drop off location is closed)
- Compliance with the "Florida Prompt Payment Act"
- Flexibility on hours of operation

OPTIONS:

Option #1 Approval of the attached 5 year contract, with Covanta Lake II, Inc., for the disposal of residential comingled solid waste, subject to legal sufficiency.

Option #2 Do not approve the attached 5 year contract, with Covanta Lake II, Inc., for the disposal of residential comingled solid waste and to provide staff direction.

STAFF RECOMMENDATION:

Option #1 Approval of the attached 5 year contract, with Covanta Lake II, Inc., for the disposal of residential comingled solid waste, subject to legal sufficiency.

FISCAL IMPACT: Fee based revenue source

LEGAL SUFFICIENCY:

Legally sufficient

PRO'S & CON'S FOR DISPOSAL LOCATIONS
Covanta Lake II, Inc.
Staff Ranks # 1

PRO'S	CON'S
<ul style="list-style-type: none"> ○ Hours of operation are Mon. – Sat. from 7:00 am – 5:00 pm with additional hours available at the city of Tavares request. 	<ul style="list-style-type: none"> ○ Currently, there are from time to time excessive wait times to dump our trucks. This problem will be alleviated when the new county contract goes into effect July 1, 2014.
<ul style="list-style-type: none"> ○ This the closest disposal facility of the three. They have proposed a \$27.50 per ton tipping fee. Our actual disposal rate will elevate to \$40.31 per ton after adding in cost of transportation. (Cost of transportation is estimated at \$135.00 per hour) 	<ul style="list-style-type: none"> ○ There will be a yearly CPI increase or decrease with a cap of 2.5% up or down.
<ul style="list-style-type: none"> ○ Permitted to accept and process commingled Class I waste. 	
<ul style="list-style-type: none"> ○ We are currently disposing of our Class I waste at this facility with Lake County's negotiated rate for disposal due to expire June 30, 2014. 	
<ul style="list-style-type: none"> ○ Covanta has a proven track record and 22 years doing business here in Lake County. 	
<ul style="list-style-type: none"> ○ With having the ability to dump on a concrete tipping floor vs. the working face of a landfill, we should not see an increase in maintenance costs other than normal wear and tear. (i.e. flat tires, broken drive shafts and air lines ect.) 	
<ul style="list-style-type: none"> ○ This is a "GREEN" disposal alternative generating electricity rather than burying MSW in the ground. 	
<ul style="list-style-type: none"> ○ Has provided a backup facility which has additional mileage. Covanta will cover additional costs of transportation (mileage + labor + fuel) which should not drive our disposal rate up. 	

Progressive Waste Solutions of FL, Inc.
Staff Ranks #2

PRO'S	CON'S
<ul style="list-style-type: none"> ○ Operating hours are 6:00 am – 4 pm seven days per week. Hours can be modified if needed. 	<ul style="list-style-type: none"> ○ With mileage and cost of transportation, our actual price per ton for disposal will elevate from \$30.45 per ton (proposed) to \$55.76 per ton. (Cost of transportation is estimated at \$135.00 per hour)
<ul style="list-style-type: none"> ○ Has a good route to the transfer facility from Tavares. SR 19 to SR 50 in Groveland. 	<ul style="list-style-type: none"> ○ Although we have a proposed \$30.45 per ton tipping fee there will be a fuel surcharge added to this cost which can be negotiated and has not been included into the figures listed above.
<ul style="list-style-type: none"> ○ Transfer facility is permitted to accept, process and dispose of commingled Class I waste in addition to recyclables. 	<ul style="list-style-type: none"> ○ Although we do have a good route for travel to the disposal location, one draw back is there is no traffic light turning onto Sampey Rd. from SR 50 which could cause a potential safety hazard and increase in travel time with delays to cross traffic.
<ul style="list-style-type: none"> ○ Has provided copies of all permits to include both the primary transfer station and landfill in addition to the backup facilities. 	<ul style="list-style-type: none"> ○ In addition to a yearly CPI increase, there will be a yearly increase in the fuel surcharge also.

**Progressive Waste Solutions of FL, Inc. Continued
Staff Ranks #2**

<ul style="list-style-type: none"> ○ The 2 listed backup facilities are located in Taft and Sanford, FL. 	<ul style="list-style-type: none"> ○ Further distance to the alternate disposal locations would increase our actual disposal costs per ton as Progressive states in their proposal, they MAY consider covering incremental trucking costs. (see proposal)
<ul style="list-style-type: none"> ○ This is an established business with a proven track record. 	<ul style="list-style-type: none"> ○ Must guarantee 100% of all residential MSW.
<ul style="list-style-type: none"> ○ With having the ability to dump on a concrete tipping floor vs. the working face of a landfill, we should not see an increase in maintenance costs other than normal wear and tear. (i.e. flat tires, broken drive shafts and air lines ect.) 	<ul style="list-style-type: none"> ○ MSW will be buried in the ground.

**Heart of Florida Environmental
Staff Ranks #3**

PRO'S	CON'S
<ul style="list-style-type: none"> ○ Has the proposed disposal rate of \$19.00 per ton as negotiated by the Lake County. 	<ul style="list-style-type: none"> ○ With mileage and cost of transportation, our actual price per ton for disposal will elevate from \$19.00 per ton (proposed) to \$44.31 per ton. (Cost of transportation is estimated at \$135.00 per hour)
<ul style="list-style-type: none"> ○ The city of Tavares has the ability to piggy back off this same disposal rate of \$19.00 per ton. 	<ul style="list-style-type: none"> ○ There will be a yearly CPI increase or decrease with a cap of 3% up or down.
	<ul style="list-style-type: none"> ○ This is a new Class I landfill with no proven track record.
	<ul style="list-style-type: none"> ○ Has no gas collection system in place at this time as they are a brand new landfill and not required to meet the gas collection requirements, so our residential MSW with a potential 50/50 mix is unacceptable.
	<ul style="list-style-type: none"> ○ MSW will be buried in the ground.

Note: The actual disposal cost per ton is based on an 8 ton load and could change depending on the size of the load.

City of Tavares Solid Waste Disposal Criteria Spreadsheet

Criteria	Progressive Waste Solutions					Heart of Florida					Covanta Lake II, Inc.				
	Yes	No	Tavares Cost of Trans.	Tavares Disposal Costs with Trans. (8 tons)	Travel Time RT	Yes	No	Tavares Cost of Trans.	Tavares Disposal Costs with Trans. (8 tons)	Travel Time RT	Yes	No	Tavares Cost of Trans.	Tavares Disposal Costs with Trans. (8 tons)	Travel Time RT
1. Does your facility accept commingled waste as defined by the city of Tavares?	X		\$135.00 hour*	\$55.76 per ton	1.5 hrs		X	\$135.00 hour*	\$44.31 per ton	1.5 hrs	X		\$135.00 hour*	\$40.15 per ton	45 min.
2. Does your facility have the ability to offer 24 hours per day per week disposal services?	X										X				
If NO, what are the hours of operation for your facility?	7 DAYS - 0600 - 1600: can be modified					Mon - Sat 7 - 5: additional hours available at the city's request.									
3. Will your facility identify and provide all proper licenses and permits to accept COMMINGLED Class 1 MSW from within the city limits of Tavares, Florida?	X										X				
4. In the event of any type of shutdown/outage, can your facility identify and provide all proper licenses and permits for a secondary/backup disposal facility that will be within reasonable proximity to the City of Tavares?	X										X				
If YES, please identify secondary/backup disposal facility.	Progressive facilities in Taft and Sanford					Waste Management's facility in Wildwood, FL									
5. Will your facility cover any incremental truck costs incurred by the City of Tavares as a result of any diversion? If YES, please explain.	X - May consider incremental trucking costs (see bid)					X - milage + labor and fuel									
6. Will your facility require any guanteed amount of residential waste be delivered? If YES, what percentage?	X	100%					%				Reque. All	0%			
7. Will your facility charge any type of fuel surcharge? If YES, how much?	X - Negotiable (see bid)					\$					\$ X				
8. Does your facility have the ability to accept electronic payment?	X										X				
9. Does your facility have a history for the disposal of commingle waste? If YES, provide number of years.	X	2.5 Years					Years					22 Years			
10. Provide round trip milage from geographical center of Tavares to front gate of your facility.		44 Miles					46 Miles					30.2 Miles			
11. Will your disposal facility have a set disposal rate for the life of a 5 (five) year contract?		X									X*				
If NO, Identify disposal rate for each year of contract.	Year 1	\$30.45	Per Ton			Year 1	\$19.00	Per Ton			Year 1	\$27.50	Per Ton		
	Year 2	\$	CPI + Fuel - Negotiable			Year 2	\$	CPI @ 3% Up or Down			Year 2	\$	CPI @ 2.5% up or Down		
	Year 3	\$	CPI + Fuel - Negotiable			Year 3	\$	CPI @ 3% Up or Down			Year 3	\$	CPI @ 2.5% up or Down		
	Year 4	\$	CPI + Fuel - Negotiable			Year 4	\$	CPI @ 3% Up or Down			Year 4	\$	CPI @ 2.5% up or Down		
	Year 5	\$	CPI + Fuel - Negotiable			Year 5	\$	CPI @ 3% Up or Down			Year 5	\$	CPI @ 2.5% up or Down		

NOTE: Hourly Truck Cost of \$135.00 per hour is an estimated figure.

MUNICIPAL SOLID WASTE DISPOSAL AND SERVICES AGREEMENT

between

TAVARES, FLORIDA

and

COVANTA LAKE II, INC.

Dated as of November XX, 2013

MUNICIPAL SOLID WASTE DISPOSAL AND SERVICES AGREEMENT

THIS MUNICIPAL SOLID WASTE DISPOSAL AND SERVICES AGREEMENT (this "Agreement"), is entered into as of November __, 2013 (the "Effective Date"), by and between COVANTA LAKE II, INC., a Florida corporation ("Covanta"), and TAVARES, Florida (the "Customer"). Covanta and the Customer are each referred to individually herein as a "Party" and together as the "Parties."

WITNESSETH:

WHEREAS, Covanta owns and operates a solid waste disposal and resource recovery facility located in Okahumpka, Florida; and

WHEREAS, the Customer and Covanta have agreed to enter into this Agreement pursuant to which, beginning on July, 1, 2014 (the "Commencement Date"), the Customer will deliver and pay for the disposal of, and Covanta will accept and dispose of, Acceptable Waste generated within the boundaries of the Customer, all in accordance with the terms and conditions set forth herein.

WHEREAS, the Customer shall be recognized by Covanta as a charter Renewable Energy Champion and entitled to all of the recognition and benefits - as set forth within this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1. General Provisions.

1.1 Definitions. Unless otherwise defined herein, capitalized terms shall have the following meanings when used in this Agreement:

"Acceptable Waste" means mixed household solid waste and commercial solid waste (including trash, refuse and garbage) which has the characteristics of Solid Waste and which is (i) normally collected or disposed of by householders or other residents and by churches, schools and other municipal buildings (which for purposes of this Agreement shall be deemed to be household waste) or by commercial businesses, including bulky waste specified by Covanta and that is segregated and delivered by or on behalf of the Customer to the Facility, and (ii) permitted under then Applicable Law to be accepted, processed and disposed of at the Facility and the Backup Facility, and which is not Unacceptable Waste.

"Applicable Law" means each and every applicable Federal, state or local law, statute, charter, ordinance, rule, regulation, order, permit, license or approval of any

governmental, quasi-governmental, regulatory or administrative agency or authority or court or other tribunal having jurisdiction.

"Authorized Hauler" means a Person which, at the time of reference thereto, (i) is engaging generally in the business of collecting, transporting and delivering Solid Waste; (ii) is then designated by the Customer pursuant to Section 2.3(a) as an Authorized Hauler for Acceptable Waste generated within the boundaries of the Customer; and (iii) has then privileges granted by Covanta to deliver Acceptable Waste to the Facility, and such privileges are not then suspended or terminated.

"Backup Facility(ies)" means a properly permitted and licensed solid waste disposal facility.

"Change-in-Law" means either (a) the enactment, adoption, promulgation, modification, written interpretation or reinterpretation, written guideline or repeal, subsequent to the Effective Date, of any law, ordinance, code, rule, regulation or similar legislation by any Federal, State, County or other governmental body, or (b) the modification of or the imposition of any conditions on the issuance, modification or renewal of any official permit, license or approval subsequent to the Effective Date, which in the case of either (a) or (b), establishes requirements affecting the operation of the Facility or Backup Facility which are more burdensome than and adversely inconsistent with the most stringent requirements which are applicable to the Facility or Backup Facility and which are contained in any applicable laws with respect to the Facility or Backup Facility in effect as of the Effective Date.

"Commencement Date" is defined in the recitals.

"Confidential Information" means all information relating to Covanta's (including any Covanta affiliate or related entity), technology, equipment and methodology for converting waste to energy, their services, financial records, processes, plants, including further processes and products, technology, and development, and their customers and other commercial information, disclosed by Covanta directly or indirectly, or any such information that Customer acquires or receives, in writing, electronically or orally, or through observation of the Facility or Backup Facility.

"Contract Year" means each twelve-month period during the Term beginning on October 1st and ending on September 30th of the following year, except for the first Contract Year which shall be July 1, 2014 through September 30, 2014.

"Covanta" means Covanta Lake II, Inc., its permitted assignees and successors.

"CPI" means the Consumer Price Index -- All Urban Consumers, Miami Series ID: CUURA320SA0, all items, as determined by the United States Department of Labor, Bureau of Labor Statistics; provided that, in the event that the foregoing CPI index ceases to be available, the Parties shall agree upon the use of a closely comparable index then available.

"Customer" is defined in the preamble.

"Disposal Fees" means all amounts payable by the Customer hereunder, including the Tip Fees payable pursuant to Section 3.1(a), any fees, costs and Losses for which the Customer becomes responsible pursuant to Section 4.2, Section 7.1(b) or Section 9.4, and any other fees, costs, expenses and indemnity amounts payable by the Customer to Covanta hereunder.

"Effective Date" is defined in the preamble.

"Event of Force Majeure" means any of the following occurring on or after the Effective Date: (i) an occurrence or occurrences beyond the reasonable control of the Party affected which, separately or in the aggregate, adversely affects (including a material increase in the costs associated with) the Facility, or the ownership, use or operations of the Facility or the ability of any Party to perform its obligations hereunder (including the ability of Covanta or any of its contractors or subcontractors to accept, transport, process or dispose of any Acceptable Waste delivered hereunder) or the ability of Covanta, or any Person acting on behalf of Covanta, to comply with the requirements of any Applicable Law; (ii) acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, windstorms, blizzards, fires, explosions, floods, acts of a public enemy, wars, blockades, insurrections, riots, acts of terrorism or vandalism or civil disturbances; (iii) Non-Covanta Strikes; (iv) an order or judgment of any Federal, state or local court, administrative agency or other governmental, quasi-governmental or other regulatory body or agency, if not the result of the willful misconduct or gross negligence of the Party relying thereon; provided, however, that the contesting in good faith by such Party of any such order and/or judgment shall not constitute or be construed to constitute the willful misconduct or gross negligence of such Party; (v) blockage of access to a the Facility, if not the result of the willful misconduct or gross negligence of the Party relying thereon; (vi) a complete or partial suspension of services at the Facility, or an adverse effect on the operations at the Facility, arising from or related to any surface or subsurface condition (including the presence of hazardous materials) thereon, to the extent not directly created by Covanta or an affiliate; (vii) the condemnation, taking, seizure, involuntary conversion or requisition of title to or use of the Facility, or any portion thereof by action of any Federal, state or local governmental, quasi-governmental or regulatory agency or authority; (viii) a Change-in-Law; and/or (ix) one or more of the foregoing if, separately or in the aggregate, it or they result in a material increase in the costs and/or expenses associated with the ownership, use and/or operation of the Facility and/or with the performance by Covanta of its obligations hereunder (and Covanta provides a minimum of thirty (30) days' prior written notice to Customer of Covanta's intent to declare an Event of Force Majeure due to such material increase in costs and/or expenses).

"Facility" shall mean the energy-from-waste facility located at 3830 Rogers Industrial Park Road, Okahumpka, Florida and any Backup Facilities.

"Florida Prompt Payment Act" means Local Government Prompt Payment Act as set forth in FL Statutes Chapter 218 Part VII

"Hauler's Rules and Regulations" means the rules and regulations for the Facility or the Backup Facility, as applicable, as adopted and amended by Covanta and/or the owner or operator of the Facility or the Backup Facility from time to time and at any time, which rules and regulations are hereby made a part of, and incorporated into, this Agreement.

"Incremental Transportation Cost" shall mean, as it relates to Acceptable Waste, the direct cost per mile, for labor and fuel, to the Customer or an Authorized Hauler, as applicable, to transport each Ton of Acceptable Waste to a Backup Facility, to the extent that such cost exceeds the direct cost per mile of transporting a Ton of Acceptable Waste from the geographic center of the Customer to the Facility, as determined by Covanta in its reasonable discretion, taking into account appropriate documentation submitted by the Customer or the Authorized Hauler, as applicable. "Incremental Transportation Cost" shall not include any indirect expenses, including overhead or any lost profits or other Losses.

"Indemnified Parties" is defined in Section 9.4(b).

"Initial Term" is defined in Section 1.3.

"Loss" or "Losses" means actual or alleged claims, demands, liabilities, obligations, losses, damages, fines, penalties, Taxes, interest, suits, administrative proceedings, costs, expenses (including the fees and costs of investigators, accountants and attorneys) and disbursements, or whatever nature, liquidated or unliquidated, including amounts paid in satisfaction of judgments or as a settlement or compromise thereof, provided, however, that "Loss" or "Losses" shall include special, consequential, punitive, indirect and/or incidental damages to the extent such "Loss" or "Losses" relate to or arise from the delivery of Unacceptable Waste to the Facility or a Backup Facility or the handling, collection, containment, separation, remediation, storage, transportation, processing, and/or disposal of such Unacceptable Waste.

"Non-Covanta Strikes" means strikes, slowdowns, walk-outs, work stoppages or similar industrial or labor actions that are not directed solely at Covanta and its affiliates.

"Party" and "Parties" are defined in the Preamble.

"Person" means a Customer, corporation, partnership, limited partnership, limited liability company, limited liability partnership, business trust, trust, joint venture, company, firm, entity or individual.

"PRA" is defined in Section 11.12(b).

"Process" means the combustion of Acceptable Waste at the Facility.

"Qualified Covanta Affiliate" means an entity which is owned or controlled, directly or indirectly, by Covanta Holding Corporation, a Delaware corporation, or any successor thereto, which is creditworthy and capable of performing the obligations of Covanta hereunder.

"Renewal Term" is defined in Section 1.3.

"Renewable Energy Credit" is defined in Section 1.5

"Renewable Energy Champion" means the Customer shall be recognized by Covanta as a charter Renewable Energy Champion and entitled to all of the recognition and benefits as set forth within Section 1.5 of this Agreement.

"Solid Waste" means unwanted or discarded solid materials, consistent with the licenses, approvals and permits issued for the Facility; provided, however, that semi-solid, liquid and gaseous materials of the type which are customarily collected and treated in municipal sewage facilities, water supply treatment facilities, water pollution abatement facilities, air pollution control facilities and sludges or other residues from any of the foregoing facilities are not Solid Waste.

"Tax" or "Taxes" means all net income, capital gains, gross income, gross receipts, sales, use, transfer, ad valorem, escheats, franchise, profits, license, capital, withholding, payroll, employment, excise, goods and services, severance, stamp, occupation, premium, property, assessments or other governmental charges, levies or surcharges or any kind whatsoever, including a solid waste assessment, and a payment due to the Customer in which a solid waste disposal facility is located, together with any interest, fines and any penalties, additions to tax or additional amounts incurred or accrued, under any applicable federal, state, local or foreign tax law or assessed, charged or imposed by any authority, domestic or foreign.

"Term" is defined in Section 1.3.

"Tip Fee" means for the first Contract Year of the Term – Thirty-two dollars and fifty cents (\$32.50) per Ton, and for each subsequent Contract Year during the Term an amount determined by increasing the Tip Fee for the immediately preceding Contract Year by an amount equal to the product of (i) the Tip Fee for the immediately preceding Contract Year multiplied by (ii) the percentage increase, if any, in the CPI during the twelve-month period of such immediately preceding Contract Year. In any case, the year to year increase in the Tipping Fee for any individual Contract Year shall not exceed 2.5%, nor shall the cumulative increase in the Tipping Fee over the Initial Term exceed 2.5% per Contract Year.

"Ton" means 2,000 pounds.

"Unacceptable Waste" means (a) any waste that is specifically prohibited for admittance or processing at the Facility by the Florida Department of Environmental Protection or other regulatory agency having jurisdiction over the Facility, (b) any material that has the reasonable possibility of adversely affecting the operation of any part of the Facility, and (c) any waste regulated as hazardous by any local, State or Federal authority.

1.2 Waste Delivery and Acceptance Obligations.

(a) During the Term, the Customer shall deliver in accordance with the terms of this Agreement the following Acceptable Waste to the Facility: (i) all Acceptable Waste whose collection is by Customer employees or Customer contractors or agents; and (ii) all Acceptable Waste that is from, or was collected at or delivered to, a transfer station or other solid waste facility owned, leased, operated or controlled by the Customer.

(b) During the Term, Covanta shall, to the extent permitted by Applicable Law and in accordance with the terms of this Agreement, accept and dispose of all Acceptable Waste generated within the boundaries of the Customer and delivered to the Facility by the Customer or an Authorized Hauler; provided, however, that:

(i) Covanta may, at its sole discretion, divert to a Backup Facility any delivery by the Customer of Acceptable Waste during a Contract Year, and the Customer shall deliver or cause to be delivered such diverted Acceptable Waste to the Backup Facility for the Disposal Fees provided hereunder; provided, further, that Covanta shall pay to the Customer the Incremental Transportation Cost, if any, for each Ton of Acceptable Waste diverted to a Backup Facility and accepted by Covanta during a Contract Year pursuant to this Subsection 1.2(b).

(c) Covanta shall have the right to reject Solid Waste under any of the following circumstances:

(i) Covanta may reject a delivery of Acceptable Waste that (A) is not generated within the boundaries of the Customer or is not delivered by the Customer or an Authorized Hauler, (B) is not delivered to the Facility in accordance with Applicable Law and this Agreement, including the applicable Hauler's Rules and Regulations, or (C) is delivered at a time when the Customer or any of its Authorized Haulers is in breach of its obligations under this Agreement, including the Hauler's Rules and Regulations;

(ii) Subject to Section 7.1(b), Covanta shall have the right to reject Acceptable Waste during an Event of Force Majeure; and

(iii) Covanta shall have the right in its reasonable discretion to reject any waste delivered by the Customer or any of its Authorized Haulers which

Covanta determines is not Acceptable Waste, subject to Covanta's rights under Section 4.2 with respect to Unacceptable Waste.

Title to Acceptable Waste delivered by or on behalf of the Customer shall pass to Covanta or its designee at the time that Covanta or its designee accepts such Acceptable Waste upon Covanta's determination that such Acceptable Waste meets all of the requirements of this Agreement, including the applicable Hauler's Rules and Regulations. In the event that Covanta subsequently determines that any Solid Waste accepted from the Customer or an Authorized Hauler is not Acceptable Waste generated within the boundaries of the Customer, Covanta and/or its designee may revoke its acceptance of such Solid Waste and title thereto shall revert to the Customer. At no time will Covanta or its designee be deemed to accept or take title to Unacceptable Waste or to any other Solid Waste rightfully rejected by Covanta pursuant to this Agreement.

1.3 Term. This Agreement is effective as of the Effective Date. The initial 5 year and 3 month term of this Agreement shall begin on the Commencement Date and shall expire on September 30, 2019 (the "Initial Term"), unless sooner terminated as provided herein. If no event of default by the Customer has occurred and is continuing, the Parties shall have the option to extend the term of this Agreement for _____ periods (each, a "Renewal Term" and together the "Renewal Terms") upon such terms and conditions as are mutually agreed to by the Parties. The Initial Term and the Renewal Term(s), if any, are referred to herein collectively as the "Term." Upon the expiration or termination of the Term, the obligations of the Customer to deliver Acceptable Waste to the Facility, and the obligation of Covanta to accept and dispose of such Acceptable Waste shall terminate; provided, however, (i) each Party shall remain liable to the other with respect to any liability arising prior to such expiration or termination and such liabilities shall survive and continue until the same are fully satisfied or waived; and (ii) the indemnification obligations of each Party hereunder, the post-termination insurance obligations under Sections 2.3(e) and 9.3, the confidentiality obligations under Section 11.12 and any confidentiality agreement executed pursuant to Section 3.2 or Section 11.12(a) and the provisions of Articles 10 and 11, shall survive the termination or expiration of this Agreement.

1.4 Delivery Forecast for Planning Purposes. To assist Covanta in its planning for the use and operation of the Facilities, the Customer shall, on or before July 1st of each year after the Effective Date and prior to the expiration of the Term, use reasonable efforts to determine and provide in writing to Covanta a reasonable estimated range of the number of Tons of Acceptable Waste to be delivered to the Facility hereunder during the next immediate Contract Year.

1.5 Renewable Energy Benefits. Stating on the Commencement Date and continuing for the Initial Term, if no event of default by the Customer has occurred and is then continuing, Covanta shall:

- a. As part of every monthly invoice to the Customer, provide to the Customer a Renewable Energy Credit of Five Dollars (\$5.00) for every ton of Acceptable

Waste delivered by the Customer to the Facility for processing during the first Contract Year. For each subsequent Contract Year during the Initial Term the Renewable Energy Credit will increase by an amount equal to the product of (i) the Renewable Energy Credit for the immediately preceding Contract Year multiplied by (ii) the percentage increase, if any, in the CPI during the twelve-month period of such immediately preceding Contract Year. In any case, the year to year increase in the Renewable Energy Credit for any individual Contract Year shall not exceed 2.5%, nor shall the cumulative increase in the Renewable Energy Credit over the Initial Term exceed 2.5% per Contract Year;

- b. Provide a quarterly accounting of the recycling credits earned by the Customer as a result of the tons of Acceptable Waste delivered to the Facility for process; and
- c. Provide a quarterly account of the environmental offsets and benefits resulting from the processing of the Customers Acceptable Waste by the Facility.

1.6 Special Collection Days. During the Term, if no event of default by the Customer has occurred and is then continuing, Covanta shall conduct, at its expense, two (2) events each Contract Year, at locations agreed to with the Customer, at which individual residents of the Customer can recycle household electronic devices, shred household paper waste and dispose of typical and reasonable amounts and kinds of household hazardous waste.

1.7 Curbside Yard Waste Collection. Covanta shall work with the Customer to identify potential alternative options for the Customer to collect and transport yard waste at the Customer's expense.

ARTICLE 2. Delivery Procedures and Authorized Haulers.

2.1 Delivery Procedures. All deliveries of Acceptable Waste hereunder shall conform to the requirements of this Agreement and the applicable Hauler's Rules and Regulations. The Hauler's Rules and Regulations are applicable generally to customers utilizing the Facility and the Backup Facility, and shall have reasonable terms and conditions consistent with the operational requirements of such Facility. Covanta shall provide to the Customer a copy of the Hauler's Rules and Regulations for the Facility and the Backup Facility at least thirty (30) calendar days prior to the Commencement Date. Covanta reserves the right for it and/or the owner or operator of the Facility and Backup Facility to modify, amend and repeal the applicable Hauler's Rules and Regulations from time to time and at any time and will endeavor to provide at least thirty (30) calendar days' advance written notice to the Customer and its Authorized Haulers of any material change in the Hauler's Rules and Regulations for the Facility and Backup Facility utilized pursuant to this Agreement.

2.2 Vehicle Identification. Covanta may establish a system for the identification of delivery vehicles (which procedures may require the identification of the name of the Customer and the tare weight of each vehicle used to deliver waste to the Facility or the Backup Facility) and may modify or amend such system from time to time. Covanta shall be allowed to rely on representations made by the individual operators of vehicles owned by or operated on behalf of the Customer or any Authorized Hauler as to the Person against whose account is to be charged for the Solid Waste being delivered to the Facility or Backup Facility. Covanta may reject Acceptable Waste delivered by any Person or vehicle that does not comply with the identification system or the applicable Hauler's Rules and Regulations. Covanta may enforce compliance with identification and delivery procedures by termination or suspension of any Person's disposal privileges and such other means as it may reasonably determine to be necessary or appropriate.

2.3 Authorized Haulers.

(a) The Customer may designate one or more Authorized Haulers to deliver Acceptable Waste to the Facility or Backup Facility (subject to the prior written consent of Covanta as provided in Section 1.2(a)), generated within the boundaries of the Customer, pursuant to this Agreement. Such designation or designations shall not relieve the Customer of any of its duties or responsibilities under this Agreement. The designation by a Customer of one or more Authorized Haulers shall not affect the right of Covanta or a Covanta affiliate to rely on the representations of the Person or Persons delivering such waste as to its composition, place of origin, and other relevant characteristics. At least thirty (30) calendar days prior to the commencement of each Contract Year, commencing with the Second Contract Year, Covanta shall send to the Customer a written list of Authorized Haulers previously designated as Authorized Haulers by the Customer to deliver Acceptable Waste to the Facility and Backup Facility; the Customer will then verify that the list is accurate and complete and return a signed copy to Covanta prior to the commencement of such Contract Year. Covanta shall be entitled to rely upon the list of Authorized Haulers provided to the Customer if the Customer fails to timely verify and return the signed list. Upon request by the Customer, Covanta shall provide reasonable assistance to the Customer in the identification of Authorized Haulers to transport and deliver Acceptable Waste to the Facility and Backup Facility pursuant to this Agreement.

(b) Prior to the designation or use of any new Authorized Hauler and prior to the termination of an existing Authorized Hauler or the extension of an agreement with an existing Authorized Hauler, the Customer shall deliver written notice to Covanta of the name, address and other relevant information regarding such Authorized Hauler. Covanta shall notify the Customer within seven (7) calendar days of receipt of such notice, whether the proposed Authorized Hauler has delivery privileges at the Facility or Backup Facility or is then subject to revocation or suspension of those privileges for cause (as defined in Subsection (c) below). Approval of the Customer's Authorized Hauler(s) shall not be unreasonably withheld, conditioned or delayed. The Customer shall not enter into any agreement or extension of any agreement with any hauler which does not have delivery privileges at the Facility or Backup Facility, as applicable, or

whose delivery privileges at the Facility or Backup Facility have been terminated or suspended.

(c) Covanta shall be entitled to terminate or suspend a Person's delivery privileges at the Facility and/or Backup Facility for cause. For purposes of this Section 2.3, the term "cause" shall include any act or omission of the Person (including individual vehicle operators) which involves a material misrepresentation, or negligence resulting in material harm to persons or property, or constitutes a material, or is part of a persistent and repeated, violation of Applicable Law, or constitutes a material, or is part of a persistent and repeated, breach of the Customer's obligations hereunder, including the Hauler's Rules and Regulations (as provided therein) and the insurance requirements described in Subsection (d) below. In the event Covanta does terminate or suspend a Person's delivery privileges as described in this Section 2(c), Covanta shall promptly provide verbal notice of such to the Customer; the Customer shall then work with the Person to resolve the issue that caused such suspension or termination, and if so resolved, Customer may request that Covanta reinstate such Person's delivery privileges, such reinstatement will not be unreasonably withheld by Covanta.

ARTICLE 3. Tippling Fees.

3.1 Tip Fees. The Customer shall pay the Tip Fee to Covanta (i) for each Ton of Acceptable Waste delivered to the Facility or the Backup Facility (as described in Section 1.2) and accepted by Covanta; (ii) for each Ton of Unacceptable Waste delivered to the Facility or the Backup Facility and disposed of by Covanta as provided in Section 4.2; and (iii) for each Ton of Acceptable Waste the disposal of which is arranged for by Covanta as provided in Section 7.1(b) (such Tip Fee, in each instance, to be in addition to the payment of all other Disposal Fees payable by the Customer hereunder).

3.2 Inspection of Books and Records. Subject to the terms and conditions set forth in this Section 3.2, Covanta shall cause those Covanta books and records relating to the quantity of Acceptable Waste delivered by the Customer and its Authorized Haulers and accepted by Covanta to be available to a representative of the Customer for inspection upon reasonable notice and during normal business hours. All such inspections by the representatives of the Customer shall be conducted in such manner as not to cause interference with the operation of a Facility and such representatives shall comply with all reasonable rules adopted by Covanta or the owners or operators of the location where such Covanta books and records are made available, including rules relating to maintaining the safety of those persons present on the site where the books and records are located and rules requiring persons who will be given access to Confidential Information to enter into a reasonable confidentiality agreement with terms and conditions substantially similar to those set forth in Section 11.12 and other rules relating to the protection of the Confidential Information of Covanta and its contractors and subcontractors.

ARTICLE 4. Quality of Solid Waste.

4.1 Acceptable Waste. The Customer agrees that the Solid Waste delivered hereunder to the Facility or the Backup Facility shall be Acceptable Waste, generated within the Customer's boundaries and shall otherwise comply with the requirements of this Agreement, the applicable Hauler's Rules and Regulations and Applicable Law. The Customer will permit no new deliveries, and will discontinue or cause to be discontinued current deliveries of Solid Waste that do not comply with the provisions of this Section 4.1. The retention of waste enforcers by Covanta or the owner or operator of the Facility or the Backup Facility, which retention shall not be required of Covanta or of any such owner or operator, or any act or omission on their part, shall not relieve the Customer of its obligation to deliver or cause to be delivered only Acceptable Waste generated within the boundaries of the Customer to the Facility, and to provide or pay for the disposal of waste that is other than Acceptable Waste delivered to the Facility or Backup Facility.

4.2 Unacceptable Waste. The Customer agrees that neither it nor any of its Authorized Haulers shall deliver Unacceptable Waste to the Facility or the Backup Facility. If a delivery of waste is made which contains both Acceptable Waste and Unacceptable Waste, the entire delivery shall constitute Unacceptable Waste if the Unacceptable Waste cannot be separated from the Acceptable Waste, without unreasonable efforts by or expense to Covanta as determined by Covanta in its sole discretion. If Unacceptable Waste is delivered to the Facility or the Backup Facility, Covanta shall promptly notify the Customer of such delivery by telephone (telephone number: _____), Email (Email address: _____) or by facsimile (facsimile number: _____) and, in addition to any other rights and remedies to which Covanta may have hereunder or under Applicable Law, at its sole option may (i) reject such waste and require the Person who delivered such Unacceptable Waste to reload and dispose of such waste at the sole cost and expense of such Person, or (ii) if Covanta does not discover such Unacceptable Waste in time to reject and require the reloading such Unacceptable Waste, and the Customer does not collect and dispose of such Unacceptable Waste within twenty-four (24) hours after receiving the above-mentioned notice from Covanta or Covanta is otherwise required by Applicable Law to remove and/or dispose of such Unacceptable Waste prior to the collection and disposal of such Unacceptable Waste by the Customer or the expiration of such twenty-four-hour period, Covanta may dispose of such Unacceptable Waste, as agent for the Customer and at Customer's expense, at a location or facility that is authorized to accept such Unacceptable Waste in accordance with all Applicable Law, and the Customer shall pay to Covanta the Tip Fee for each Ton of such Unacceptable Waste and all other costs associated with management, transportation and disposal of such Unacceptable Waste. None of the foregoing actions by Covanta shall constitute acceptance of such Unacceptable Waste by Covanta, transfer of the ownership of such Unacceptable Waste to Covanta, consent by Covanta to any future deliveries by the Customer or its Authorized Haulers of Unacceptable Waste, or waiver by Covanta of any rights or remedies it may have against the Customer or its Authorized Haulers because of the delivery of such Unacceptable Waste. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR COSTS ASSOCIATED WITH UNACCEPTABLE WASTE,

SPECIFICALLY INCLUDING ALL COSTS ASSOCIATED WITH COVANTA'S NEGLIGENCE, BUT EXCLUDING COSTS ASSOCIATED WITH COVANTA'S GROSS NEGLIGENCE AND INTENTIONAL MISCONDUCT, IN HANDLING OR DISPOSING OF SUCH UNACCEPTABLE WASTE.

ARTICLE 5. Invoicing and Payments.

5.1 Monthly Payments. After the end of each calendar month, Covanta will render an invoice to the Customer for the total Disposal Fees due from the Customer hereunder for such period, adjusted to reflect all Renewable Energy Credits earned in accordance with Section 1.5 (a), and, the Customer shall pay to Covanta the amount of such invoice in accordance with the Florida Prompt Payment Act. Payment can be made by electronic funds transfer in accordance with procedures mutually agreed to by the Parties. .

5.2 Interest on Overdue Charges; Collection Charges. If payment in full of the Disposal Fees is not made by the Customer on or before the close of the thirtieth (30th) calendar day following the date of the invoice to the Customer, any amount remaining unpaid as of such date shall bear interest at the rate of one percent (1%) per month in accordance with FL Statutes Section 218.74 (4) of the Florida Prompt Payment Act.

5.3 Disputes. In the event of a dispute as to any monthly invoice, (i) the Customer shall pay when due the full amount of the invoice, including any amount in dispute, and (ii) the Customer shall give Covanta, at the time such payment is made, written notice of the dispute. Acceptance by Covanta of payment of an amount less than the full amount of the invoice shall not constitute accord and satisfaction of the amount in dispute and shall not prevent the accrual of interest as provided in Section 5.2 with respect to disputed amounts finally determined to be due to Covanta. Such notice shall identify said dispute with reasonable particularity, state the amount in dispute and set forth a full statement of the grounds which form the basis of such dispute. Upon settlement by the Parties of the dispute, Covanta shall refund promptly the amount of any overpayment or the Customer shall promptly pay the outstanding portion of the invoice, plus interest and costs of collection, whichever is applicable.

5.4 Obligation of the Customer to Make Payments. This Agreement shall be binding on the Customer, and the Customer covenants and agrees to appropriate in its annual budget, including by amendment, if required and to the extent permitted and in accordance with budgetary procedures provided by the laws of the State of Florida, to meet its obligations under this Agreement. The Customer agrees that its obligation to make any such payments in the amounts and at the times herein specified shall be absolute and unconditional, shall not be subject to any setoff, abatement, counterclaim, recoupment, defense (other than payment itself) or other right which the Customer may have against Covanta or any other Person for any reason whatsoever or any reason, known or unknown, foreseeable or unforeseeable, which might otherwise constitute a

legal or equitable defense or discharge of the liabilities of the Customer or limit recourse against the Customer. Payment made pursuant to this provision shall not prejudice the right of the Customer to claim abatements, refunds or adjustments to which it is entitled under this Agreement or pursuant to Applicable Law. Moreover, the Customer's obligation to make such payments shall not be affected by any damage to the Facility or Backup Facility, or any interruption or cessation in the possession, use or operation of the Facility or Backup Facility by Covanta or any other Person, so long as the Facility or Backup Facility is capable of accepting Acceptable Waste delivered by or on behalf of the Customer pursuant to this Agreement.

ARTICLE 6. Governmental Regulation.

6.1 Jurisdiction. Covanta and the Customer acknowledge that the collection, transportation and disposal of solid waste is subject to the jurisdiction of various governmental agencies, including agencies of the United States of America, the State of Florida and the states and municipalities in which the Facility and the Backup Facilities are located.

6.2 Compliance. Covanta and the Customer each agree, at its own expense, (subject to the provisions herein relating to Events of Force Majeure), to comply with all Applicable Law applicable to it in connection with this Agreement and the transactions contemplated hereby. Such Applicable Law shall include actions taken by a Customer to regulate vehicular traffic in and around the Facility and the Backup Facility and the making of deliveries to the Facility and Backup Facility.

ARTICLE 7. Events of Force Majeure and Change-in-Law.

7.1 Suspension of Obligations.

(a) A delay or failure of performance hereunder by a Party shall not constitute an event of default or result in any liability for a breach of its obligations under this Agreement during an Event of Force Majeure affecting such Party; provided, however, an Event of Force Majeure shall not excuse the Customer's obligation to pay any amounts due hereunder. Such delay or failure shall be excused at any time such Party is adversely affected by an Event of Force Majeure and during such period thereafter as may be reasonably necessary for the Party so affected, using its reasonable efforts, to correct or mitigate the adverse effects of such Event of Force Majeure. An Event of Force Majeure shall not terminate or suspend the Customer's obligation to make any payments pursuant to this Agreement for waste which has been delivered to the Facility or Backup Facility prior to a suspension for an Event of Force Majeure or its obligations under Section 1.2(a).

(b) If an Event of Force Majeure gives Covanta the right to reject Acceptable Waste pursuant to Section 1.2(c), Covanta shall notify the Customer in writing and by

contacting the Customer at the telephone number or facsimile number provided in Section 4.2 and:

(i) Covanta shall use commercially reasonable efforts to identify and, as agent for the Customer, arrange for the delivery of such rejected Acceptable Waste to a location or facility that is authorized to accept such Acceptable Waste in accordance with all Applicable Law, and Covanta may charge the Customer, and the Customer shall pay, the Tip Fee for each Ton of such Acceptable Waste and, in addition, all out-of-pocket costs incurred by Covanta arising from or related to the collection, handling, storage, transportation, processing and disposal of such Acceptable Waste, including the reasonable charges of any affiliate of Covanta;

(ii) Notwithstanding the foregoing, the Customer may in its discretion and with prior written notice to Covanta, elect and provide for, at the Customer's expense, alternate arrangements for the disposal of the Acceptable generated within the boundaries of the Customer to the extent necessitated, and for the duration of, the Event of Force Majeure; and

(iii) If, during an Event of Force Majeure, Covanta does not accept Acceptable Waste for a continuous period of thirty (30) calendar days or more after written notice to Covanta, the Customer and Covanta shall each have the option to terminate this Agreement upon written notice to the other Party without liability to the other Party except as expressly provided in Section 1.3.

(c) The Party relying on an Event of Force Majeure as an excuse for a delay or failure of performance hereunder shall give the other Party prompt written notice of such Event of Force Majeure.

(d) The Customer shall have no liability or obligation to Covanta or its affiliates for any costs or expenses incurred as a result of an Event of Force Majeure, except for the Customer's obligations under Subsection (b)(i) above during any period that it elects to have Covanta arrange for alternative disposal or its obligations under Section 9.4(a).

7.2 Efforts to Remove Condition. The provisions of this Article allowing a Party to claim excuse due to an Event of Force Majeure shall not relieve such Party from using its commercially reasonable efforts to mitigate or remove such Event of Force Majeure.

ARTICLE 8. Default and Remedies.

8.1 Events of Default by Covanta. Each of the following shall be an event of default by Covanta under this Agreement:

(a) Covanta fails to perform its obligation to accept delivery of Acceptable Waste in accordance with this Agreement and such failure continues for a period of thirty (30) calendar days after written notice to Covanta by the Customer;

(b) Covanta fails to observe and perform any other material term, covenant or agreement contained in this Agreement on its part to be performed and the continuance of such failure for a period of sixty (60) calendar days after written notice to Covanta by the Customer specifying the nature of such failure and requesting that it be remedied; or

(c) Covanta or any of its partners makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which remains undismissed for a period of one hundred twenty (120) calendar days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver or any trustee for it or any substantial part of its property or suffers any such custodianship, receivership or trusteeship to continue undismissed for a period of one hundred twenty (120) calendar days or more.

8.2 Events of Default by the Customer. Each of the following shall be an event of default by the Customer under this Agreement:

(a) The Customer fails to pay any Disposal Fees, including the Tip Fees or any other amounts payable pursuant to Section 1.2, 3.1, 4.2, 5.1, 5.2 or 7.1(b), which is due from the Customer hereunder, or any other amounts to be paid or reimbursed by the Customer hereunder, within thirty (30) calendar days after notice of delinquency from Covanta;

(b) The Customer or any Authorized Hauler fails to observe and perform any other material term, covenant or agreement contained in this Agreement, including the Hauler's Rules and Regulations, or other agreements or policies to which either the Customer or its Authorized Haulers are subject in accordance with this Agreement and such failure continues for, or is not remedied within, a period of thirty (30) calendar days after written notice to the Customer specifying the nature of such failure and requesting that it be remedied; or

(c) The Customer makes a general assignment for the benefit of creditors, files a petition in bankruptcy or makes a request to the Governor of the State of Connecticut to file such a petition in bankruptcy, is adjudicated insolvent

or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under any bankruptcy, receivership, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which remains undismissed for a period of one hundred twenty (120) calendar days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers any such custodianship, receivership or trusteeship to continue undismissed for a period of one hundred twenty (120) calendar days or more.

8.3 Remedies on Default. Whenever any event of default shall have occurred and is continuing, the non-defaulting Party shall have the following rights and remedies:

(a) If Covanta is then in default (other than an event of default under Section 8.1(a)), the Customer shall have the option, upon at least sixty (60) calendar days prior written notice to Covanta, to terminate this Agreement unless the event of default is cured prior to the expiration of such sixty (60) calendar day period or unless during such period Covanta has taken, and continues to take with commercially reasonable diligence, remedial steps the effect of which would be to enable Covanta to cure such event of default within a reasonable period of time (which, if the event of default is a default in the payment of monies and results from restraint by a court or regulatory agency, shall mean the undertaking and prosecution of prompt, diligent, good faith efforts to remove such restraint);

(b) If the Customer is then in default, Covanta shall have the option, upon at least sixty (60) calendar days prior written notice to the Customer by Covanta, to terminate this Agreement unless the event of default is cured prior to the expiration of such sixty (60) calendar day period or unless during such period the Customer has taken, and continues to take with commercially reasonable diligence, remedial steps the effect of which would be to enable the Customer to cure such event of default within a reasonable period of time (which, if the event of default is a default in the payment of monies and results from restraint by a court or regulatory agency, shall mean the undertaking and prosecution of prompt, diligent, good faith efforts to remove such restraint);

(c) If the Customer is then in default, Covanta shall have the option, upon written notice to the Customer, without terminating this Agreement, to stop accepting Acceptable Waste generated within the boundaries of the Customer, until such default is cured or this Agreement is terminated;

(d) If an event of default has occurred pursuant to Section 8.1(a), the Customer shall have the option, upon written notice by the Customer to Covanta, to terminate this Agreement; and

(e) In no event shall either Party be liable to the other for monetary damages on account of a breach of the terms of this Agreement caused by a declaration of an Event of Force Majeure made in good faith; provided, however, that nothing in this Section shall be deemed to limit the obligation of the Customer to make the payments described in Article 3, Article 5 or Section 7.1(b) as a result of an Event of Force Majeure.

8.4 Remedies Cumulative. All rights and remedies under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available at law or in equity. Except as otherwise expressly provided herein, neither Party shall have any liability to the other under this Agreement for any special, consequential, punitive, indirect or incidental damages.

ARTICLE 9. Representations and Warranties, Insurance and Indemnification.

9.1 Representations and Warranties of the Customer. The Customer hereby represents and warrants to Covanta that:

(a) this Agreement has been executed by representatives of the Customer acting with the approval and under the authority of the legislative body of the Customer, and the Customer has heretofore delivered to Covanta evidence of such approval and authority;

(b) the Customer is authorized (i) to enter into a long-term contract for resource recovery and waste disposal processing services, (ii) to pay the fees and charges established by this Agreement, and (iii) to obligate itself to annually appropriate funds and levy taxes for the payment of such fees and charges;

(c) the Customer has the full power and authority to execute and deliver this Agreement to Covanta and carry out the Customer's obligations hereunder, all of which have been duly authorized in accordance with Applicable Law, and this Agreement shall be in full force and effect and be legally binding upon, and enforceable against, the Customer in accordance with its terms upon its due execution and delivery by the Customer and Covanta;

(d) there is no action, suit, investigation or other proceeding pending or, to the knowledge of the Customer, threatened, which questions the enforceability of this Agreement or which affects or may affect the performance of the Customer's obligations hereunder.

9.2 Representations and Warranties of Covanta. Covanta hereby represents and warrants to the Customer that:

(a) Covanta has the full power and authority to execute and deliver this Agreement to the Customer and to carry out Covanta's obligations hereunder, and this Agreement shall be in full force and effect and be legally binding upon, and enforceable against, Covanta in accordance with its terms upon its due execution and delivery by Covanta and the Customer;

(b) there is no action, suit, investigation or other proceeding pending or, to the knowledge of Covanta or its partners, threatened, which questions the enforceability of this Agreement or which affects or may affect the performance of Covanta's obligations hereunder; and

(c) the Facility and the Backup Facility is duly licensed, permitted or otherwise authorized to accept Acceptable Waste, except as excused hereunder, during the Term, Covanta and/or its contractors and subcontractors shall have all material licenses and permits necessary to operate the Facility and the Backup Facility and to carry out its obligations under this Agreement, and shall operate the Facility and the Backup Facility in material compliance with Applicable Law.

9.3 Insurance. Each party shall maintain, and Customer shall cause its Authorized Haulers to maintain, and furnish to the other, upon request, certificates attesting to the existence of, workers' compensation insurance providing statutory benefits, employer's liability insurance with policy limits of not less than \$1,000,000, automobile and commercial general liability insurance with policy limits of not less than \$2,000,000 each occurrence for bodily injury or death and \$2,000,000 each occurrence for property damage liability, and pollution liability insurance having a minimum limit of \$2,000,000 per occurrence. Each such certificate shall contain a statement of the insurer's obligation to notify the other party at least 30 days prior to cancellation of any policy covered thereunder. Each party shall cause the aforesaid liability policies (with the exception of workers' compensation and pollution liability) to be duly and properly endorsed by its insurance underwriters as follows: a) to provide an endorsement naming as additional insured, and waiving subrogation in favor of, the Indemnified Parties; b) to contain a standard cross liability and severability clause; c) to provide that said insurance shall be primary in all instances with respect to Covanta's insurance, which shall be secondary and non-contributing at all times; and d) to provide contractual liability coverage.

9.4 Indemnification.

(a) Covanta shall indemnify and hold harmless the Customer from and against any and all Losses, damages, suits, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including the Facility's and Backup Facility's property, contamination of or adverse effects on the environment, and

injuries to or death of persons, including Customer's, Covanta's or Facility's employees, caused by or resulting from: (1) the negligence or willful misconduct of Covanta, its employees, haulers, contractors, subcontractors or agents; or (2) Covanta's breach of any term or provision of this Agreement.

(b) Customer shall indemnify and hold harmless Covanta, the Facility, and the Backup Facility(ies), their partners, parent companies, subsidiaries, and affiliates (collectively, the "***Indemnified Parties***"), from and against any and all Loss, damages, suits, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Covanta's, the Facility's and the Backup Facility's property, contamination of or adverse effect on the environment, and injuries to or death of persons, including Customer's, Covanta's, the Facility's or the Backup Facility's employees, caused by or resulting from: (1) the negligence or willful misconduct of Customer, its employees, Authorized Haulers, contractors, subcontractors or agents; or (2) Customer's breach of any term or provision of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, Customer assumes responsibility for (1) any injury or loss incurred by its employees, agents or Authorized Haulers while on the Facility's or Backup Facility's premises (except that caused by Covanta's gross negligence), (2) any damage to Customer's property, including, but not limited to Customer's vehicles or Authorized Hauler's vehicles, that results from Covanta, the Facility or the Backup Facility providing unloading assistance to Customer while Customer is on the Facility's or Backup Facility's premises (except that caused by Covanta's gross negligence), and (3) the compliance with all of the Facility's and Backup Facility's rules and regulations, particularly those relating to safety and health.

ARTICLE 10. Governing Law.

10.1 Governing Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of Florida without regard to its conflict of law principles.

ARTICLE 11. Miscellaneous.

11.1 Assignment. Except for the designation of Authorized Haulers as provided in Article 2, the Customer may not assign or transfer, directly or indirectly, any of its rights or duties under this Agreement. Covanta may, upon prior written notice to the Customer, assign all or any portion of its rights and obligations under this Agreement or delegate any of its obligations under this Agreement at any time so long as such assignee or delegee shall be creditworthy and capable of performing the obligations of Covanta under this Agreement. Such assignment or delegation shall not relieve Covanta of any obligations or liabilities hereunder arising on or after the date of the assignment or delegation unless such assignment or delegation is to a Qualified Covanta Affiliate or the Customer consents in writing to such assignment or delegation, which consent shall not

be unreasonably withheld, conditioned or delayed. Any assignment in violation of this Section 11.1 shall be null and void and of no effect.

11.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties in respect of the subject matter hereof. This Agreement supersedes all prior negotiations, representations and agreements between the Parties with respect to the subject matter hereof.

11.3 Waiver. No delay in exercising or failure to exercise any right or remedy accruing to or in favor of any Party shall impair any such right, remedy, or constitute a waiver thereof. Every right and remedy given hereunder or by law may be exercised from time to time and as often as may be deemed expedient by the Parties. Any extension of time for payment hereunder or other indulgences shall not alter, affect or waive rights or obligations hereunder. Acceptance of any payment, whether partial or otherwise, after it shall have become due, shall not be deemed to alter, affect or waive the obligations of either Party.

11.4 Modifications. Except as otherwise provided herein, this Agreement may not be modified or amended except in writing signed by or on behalf of both Parties by their duly authorized officers.

11.5 Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the Parties.

11.6 Notices. Except as provided in Section 4.2, all notices, reports and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or deposited in the mails, postage prepaid, registered or certified mail, return receipt requested, or by commercial overnight courier addressed to the Party to whom notice is being given at its address set forth below. Either Party may change its address by notice similarly given, and the Customer may change the telephone number and/or facsimile number provided in Section 4.2 by notice given in accordance with this Section 11.6.

If to the Customer:

Attn: _____

If to Covanta:

Covanta Lake II, Inc.
3830 Rogers Industrial Park Road
Okahumpka, FL 34762
Attention: Business Manager

With a copy to:

Covanta Energy Corporation
445 South Street
Morristown, NJ 07960
Attention: General Counsel

11.7 Further Actions. Each Party agrees that it will, at its own expense, to the extent not reimbursable by the other Party under this Agreement, execute any and all certificates, documents and other instruments, and take such other further actions as may be reasonably necessary to give effect to the terms of this Agreement.

11.8 Counterparts. This Agreement may be executed in several counterparts, any one of which shall be considered an original hereof for all purposes.

11.9 Severability. In the event that any of the provisions, portions or applications of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the remaining provisions, portions and applications thereof shall not be affected thereby. In such event, the Parties agree that the court making such determination shall have the power to alter or amend such provision so that it shall be enforceable.

11.10 No Third Party Beneficiaries. Nothing in this Agreement is intended to confer any right to any Person other than the Parties and their respective successors and permitted assigns; nor is anything in this Agreement intended to modify or discharge the obligation or liability of any third party to any Party or give any third party any right of subrogation or action over or against any Party.

11.11 Headings for Convenience. The headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

11.12 Confidentiality.

(a) Prior to the disclosure of Confidential Information by Covanta to the Customer or its representatives or agents under this Agreement or Applicable Law, Covanta may require the Customer and its representatives and agents, as the case may be, to execute and deliver to Covanta a reasonable confidentiality agreement that will require the signatory to: (i) treat as confidential all Confidential Information which may be made available to the Customer or any agent or representative of the Customer; (ii) maintain in a secure place all Confidential Information made available to it and limit access to the Confidential Information to those agents or representatives of the Customer to whom it is necessary to disclose the Confidential Information in furtherance of the Customer's obligations under this Agreement; (iii) prevent disclosure of any Confidential Information by any agent or representative of the Customer to unauthorized parties and assume liability on the part of the Customer and the signatory for any breach of this Agreement

and/or such confidentiality agreement, or for any unauthorized disclosure or use of Confidential Information by the Customer or any of its agents or representatives; and (iv) not use any Confidential Information other than in furtherance of its obligations under this Agreement.

(b) If the Customer receives a request for disclosure of any Confidential Information under Florida's Public Records Act (the "PRA"), the Customer shall, before complying with such request, provide written notice of the request, and the opportunity to review and discuss it, to Covanta. If a complaint is thereafter filed with a court of competent jurisdiction, the Customer shall give Covanta prompt notice of such complaint to allow Covanta to file a motion to intervene in such proceeding and shall not oppose such motion. Nothing in this Agreement shall be deemed to prevent the Customer from complying with the requirements of the PRA as those requirements are determined by the Customer in its reasonable discretion.

(c) If the Customer receives any other request or demand for disclosure of any Confidential Information (whether in the form of a subpoena, an investigative inquiry by a governmental agency, discovery demands in litigation, or otherwise), the Customer agrees to give prompt notice to Covanta of such request or demand and to allow Covanta an opportunity to seek judicial protection for the Confidential Information, unless the Customer is expressly prohibited by court order from so disclosing the demand.

12.1 Interpretation. In this Agreement, unless the context otherwise requires:

(a) The terms "hereby", "hereof", "herein", "hereunder" and any similar terms refer to this Agreement, and the term "heretofore" shall mean before, and the term "hereafter" shall mean after the Effective Date;

(b) Words of masculine gender shall mean and include correlative words of feminine and neuter genders and words importing the similar number shall mean and include the plural number and vice versa;

(c) The use of the word "including" in this Agreement shall be by way of example rather than by limitation;

(d) Reference to any agreement, document or instrument, including this Agreement or any appendix hereto, means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof;

(e) The use of the words "or", "either" and "any" shall not be exclusive;

(f) All references to statutory provisions and current or proposed rules and regulations shall be deemed to include any amendment or other revision to

those laws and regulations and shall also be construed to refer to the corresponding provisions of any laws and regulations enacted to replace the laws and regulations referenced in this Agreement;

(g) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles, and the term "generally accepted accounting principles" with respect to any computation required or permitted hereunder shall mean such accounting principles which are generally accepted at the date or time of such computation;

(h) Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;

(i) Reference to a particular Party shall include that Party's employees and the authorized agents of that Party; and

(j) Reference to any governmental, quasi-governmental or other regulatory authority or agency shall include any agency or authority of, and, the United States of America, the State of Florida and any other state, any county, any Customer, any district, and any political subdivision or instrumentality of any of the foregoing, with jurisdiction.

Both Parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Municipal Solid Waste Disposal and Services Agreement to be executed by their duly authorized representatives as of the day and year first above written.

COVANTA LAKE II, INC.

By: _____
Brad Crispell
Vice President
Regional Business Management

TAVARES, FLORIDA [Customer]

By: _____
Name:
Title

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DECEMBER 18, 2013**

AGENDA TAB NO. 8

SUBJECT TITLE: Request to establish a restricted fund for the receipt of donation to establish a small community theater

OBJECTIVE:

To receive a request from Vice Mayor Lori Pfister to establish a restricted fund for the receipt of donations towards the creation of a Tavares Small Community Theater Program and authorize the solicitation of donations.

SUMMARY:

Previously at its June 19th 2013 City Council meeting, the Council established its annual fiscal year goals which among other annual goals included goal number five (5) "Pursue a downtown community theater". Vice Mayor Lori Pfister would like to propose that the city establish a restricted fund for the receipt of private donations for the establishment of a small community theater program and also seeks authorization to solicit donations for this program.

As donations are bequeathed and received, staff would work with the Vice Mayor to develop a program that reflected the spirit and expectations of the bequest and donations along with the City Council's expectations. That program would then be presented at a future date to Council for further action.

An opportunity is presented to Council to hear Vice Mayor Lori Pfister's goals with this request as well as an opportunity for Council to relay its expectations and conditions of the request.

OPTIONS

1. Permit Vice Mayor to summarize the request and then authorize the establishment of a restricted fund and solicitation of donations towards a small theater program with any conditions so agreed to.
2. Permit Vice Mayor to summarize the request and do not authorize the establishment of a restricted fund and solicitation of donations towards a small theater program.
3. Do not hear the request.

STAFF RECOMMENDATION

That Council permit Vice Mayor to summarize the request and then authorize the establishment of a restricted fund and solicitation of donations towards a small theater program with any conditions so agreed to.

FISCAL IMPACT:

Minimal staff time to set up, annually audit and report on the status of the restricted fund as well as the development of a program that meets the goals of the donors and City Council.

LEGAL SUFFICIENCY:

This has met legal sufficiency.

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DECEMBER 18, 2013**

AGENDA TAB NO. 9

SUBJECT TITLE: Electric Charging Station additional information on ChargePoint's fees

OBJECTIVE:

To present to Council information concerning the issuance of ChargePoint cards for electric station access.

SUMMARY:

On December 4, 2013, staff presented the attached agenda summary. Staff recommended that no commercial plan for networking maintenance be executed with ChargePoint. Council requested that the matter be tabled and asked staff to bring back additional information related to ChargePoint's fees and their ability to raise those fees over time for the access cards.

ChargePoint issues charging station access cards (see attached key chain card) when a consumer activates an account with them. At present, a \$25.00 deposit is required to open an account. There is nothing prohibiting ChargePoint from increasing access card fees in the future. If, in the future, the fees go up, the city could terminate its relationship with ChargePoint and remove the charging stations.

The benefits of the controlled access card feature are:

1. ChargePoint captures what charge stations are being used and how much electricity is used and then issues the city annual reports (see attached report).
2. Provides locked cover which reduces the occurrence of vandalism.
3. The Tavares' charging stations will be displayed on the country-wide web map and vehicle navigation systems for ChargePoint subscribers to see.
4. Malfunctions of the charging station are automatically monitored and reported.

The disadvantage of controlled access is that users must open an account with ChargePoint and make a \$25.00 deposit. It should be noted that these access cards are good for accessing charging stations all over the country (see attached map showing locations).

OPTIONS:

1. That City Council moves to keep the ChargePoint access card program in place, does not execute a 1 year commercial plan and instructs staff to notify Council at such time as the access card fees are increased in the future.
2. That City Council moves to direct staff to execute a 1 year commercial plan with ChargePoint for network maintenance through the commercial plan for the 4 existing units at the rate of \$230 per unit for a total cost to the City of \$920 plus the annual cost of electricity to the unit.
3. That City Council decommissions/removes the ChargePoint stations.

STAFF RECOMMENDATION:

Option 1: That City Council moves to keep the ChargePoint access card program in place and instructs staff to notify Council at such time as the access card fees are increased in the future.

FISCAL IMPACT: No fiscal impact to the City unless a unit is vandalized Accounts with ChargePoint require a \$25.00 deposit.

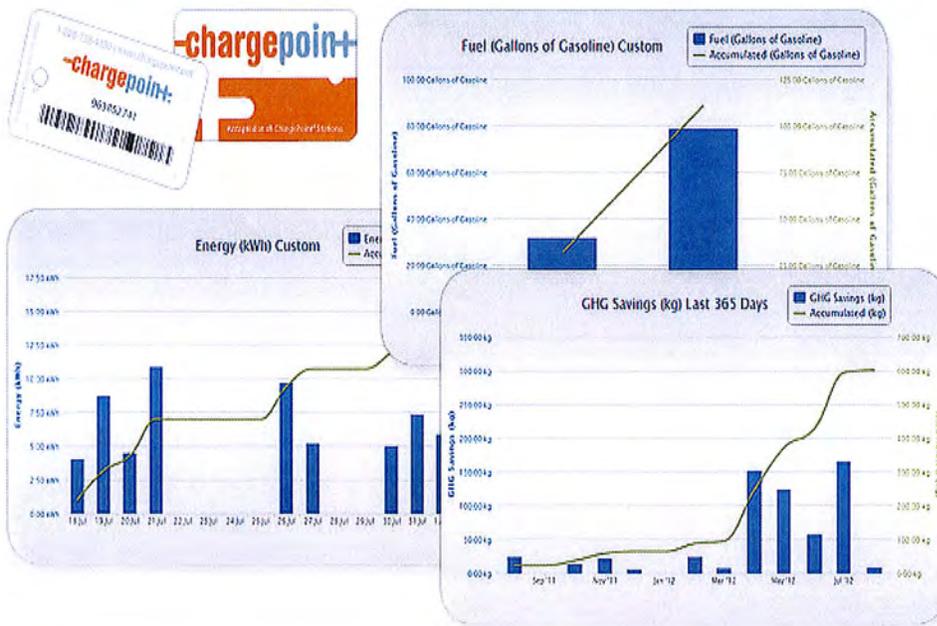
LEGAL SUFFICIENCY:

This agenda item has been approved for legal sufficiency.

Nova ChargePoint Key Card



Usage Report Example



Search Near My Location

Distance 10 miles

Filter Results

Available In Use Unknown Other Network

Power Level

- Level 1
- Level 2
- DC Fast

Reservable ChargePoint Stations

- No Preference
- No
- Yes

Price Comparison Tool

- Estimate Total Charging Fee

Reset Update



**AGENDA SUMMARY
TAVARES CITY COUNCIL
DECEMBER 18, 2013**

AGENDA TAB NO. 10

SUBJECT TITLE: City Administrator Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY: Will be presented at meeting

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

- City Council Regular Meeting – January 15, 2014, 4:00 p.m.
- Code Enforcement Special Magistrate Hearing – January 28, 2014 – 5:30 p.m.
- Library Board – January 15, 2014 – 2:00 p.m.
- Planning & Zoning Board – December 19, 2013 – City Council Chambers – 3:00 p.m.

OTHER EVENTS

January 18 & 19, 2014 – Winter Thunder Regatta, Wooton Park 9:00 am to 5 pm

January 24 & 25, 2014 – Crappie Masters Florida Championship – Wooton park 6 am to 4:00 pm

February 1, 2014 – African American Heritage Festival – 10:00 am to 4 pm, Wooton Park

March 22 & 23, 2014 – Spring Thunder Vintage Raceboat Regatta – Wooton Park

March 28-30, 2014 – Sunnyland Antique Boat Festival – Wooton Park

April 4 & 5, 2014 – Central Florida Dragon Boat Festival – Wooton Park

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DECEMBER 18, 2013**

AGENDA TAB NO. 11

SUBJECT TITLE: City Councilmembers Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY:

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

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

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