

**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: March 19, 2014**

AGENDA TAB NO. 7

SUBJECT TITLE: RESOLUTION #2014-09 – APPROVAL TO FILE FLORIDA BOATING IMPROVEMENT GRANT TO ASSIST IN FUNDING WOOTON PARK EXPANSION DEVELOPMENT

OBJECTIVE:

To consider approval of Resolution #2014-09 authorizing the filing of a Florida Boating Improvement Fund grant to assist in funding Wooton Park Expansion development.

SUMMARY:

City staff has been diligent if looking for grant funding opportunities to enhance funding of the basic projects approved in the Wooton Park Expansion project. Council has previously approved the filing of a State FRDAP grant and an FDOT TAV-LEE Trail Extension grant for this project.

Staff is requesting Council approval of a Resolution authorizing the filing and designating a Project Manager for a Florida Boating Improvement Fund grant.

If approved, the grant funds will allow for the boating related components of the Wooton Park Expansion project to proceed in an enhanced fashion beyond the basic components contained in the original conceptual plan.

OPTIONS:

- 1) Move to approve Resolution #2014-09 authorizing the filing of a Florida Boating Improvement Grant to assist in funding Wooton Park Expansion and authorizing the Economic Development Director as the designated person to administer the grant.
- 2) Do not approve Resolution #2014-09

RECOMMENDATION

Move to approve Resolution #2014-09 authorizing the filing of a Florida Boating Improvement Grant to assist in funding Wooton Park Expansion and authorizing the Economic Development Director as the designated person to administer the grant.

FISCAL IMPACT:

The fiscal impact will be determined by the amount of the grant approved.

LEGAL SUFFICIENCY:

The City Attorney will review and approve grant documents as they are received.

RESOLUTION 2014-09

**RESOLUTION AUTHORIZING THE FILING AND ADMINISTRATION OF A FLORIDA
BOATING IMPROVEMENT GRANT**

WHEREAS, the voters of Tavares approved a \$3.2 million general obligation bond for the acquisition and development of 3.61 acres of land to expand Wooton Park along the Lake Dora shoreline, and

WHEREAS, the City Council has approved conceptual plans for the development of the property to include a new boat ramp, parking area and restroom/storage facilities, and

WHEREAS, the City is seeking funding assistance to help develop this project by way of a Florida Boating Improvement Fund grant,

NOW, THEREFORE BE IT RESOLVED THAT:

The Tavares City Council authorizes the filing of a Florida Boating Improvement Fund grant application and designates the Economic Development Director as the designated person to administer the grant on behalf of the City of Tavares.

SECTION 1. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND RESOLVED this 19th day of March, 2014, by the City Council of the City of Tavares, Florida.

Mayor Robert Wolfe

ATTEST:

Nancy A. Barnett
City Clerk

Approved as to form:
Robert Q. Williams

**AGENDA SUMMARY
TAVARES CITY COUNCIL
MARCH 19, 2014**

AGENDA TAB NO. 8

FINAL READING & ADOPTION

**SUBJECT TITLE: Ordinance 2013-22
Large Scale FLUM and Comprehensive Plan Text Amendment
Fisherman's Cove – 28721 State Road 19**

OBJECTIVE:

To consider a Future Land Use Map amendment and a Comprehensive Plan text amendment for approximately 36 acres of property (28721 SR 19) located west of North Eichelberger Road, south of Lane Park Road and northwesterly of State Road 19 from Commercial to Mixed Use Commercial.

SUMMARY:

Ordinance 2013-22 proposes a large scale amendment to the Future Land Use Map 2020 of the Comprehensive Plan and an associated Comprehensive Plan text amendment that changes the designation from Commercial to Mixed Use Commercial and deletes Policy 1-1.1.17, a policy prohibiting permanent residential development and restricting the Floor Area Ratio to 0.25.

The subject parcel (Parcel Identification Numbers 01-20-25-040000100000 and 01-20-25-040001900002) is located on the west side of State Road 19 off of North Eichelberger Road. The parcel is approximately 36 acres in size. The property has access to Lake Harris via a private canal and docks. The property is presently utilized as a Recreational Vehicle Resort. The property owner desires to redevelop the property providing both residential and commercial uses.

Future Land Use Amendment

A Mixed Use Commercial designation is requested. This designation will enable the property owners to redevelop the existing resort with a resort lodge, an assisted living, memory care, nursing facility and visitor cottages and apartments.

Compatibility

The property is located on State Road 19, the City's main north-south commercial corridor. Land abutting the subject parcel to the south is held by the same owner and is designated as Commercial. Land to the southeast is within the County's jurisdiction and designated Urban Expansion. North Eichelberger Road runs along the east property line. Parcels to the east are within the City of Tavares and are designated Commercial, Public Facility (Church) and Mobile Home. Another of the parcels to the east, also within the County's jurisdiction, is designated Suburban and consists of a single family home. The parcel to the north is in the County's jurisdiction and is designated Urban Expansion. Lake Harris is located to the west of the subject parcel.

Site Conditions

The subject property is an operating recreational vehicle park. There is a small nine hole golf course, community use building and pool.

Impact on City Services

The subject property will be required to connect to municipal water and sewer utilities upon redevelopment. The City's Concurrency Management System will ensure that Levels of Service (LOS) will not be degraded beyond the adopted levels of service for all regulated public facilities.

FINDINGS

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

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

The State Department of Economic Opportunity has reviewed this proposed amendment and has determined that there are no state resources or facilities that would be adversely impacted. The City of Tavares may now adopt this amendment to our Comprehensive Plan. This amendment will become effective 31 days after the Department of Economic Opportunity acknowledges receiving a completed plan amendment package from the city.

OPTIONS:

1. That City Council moves to adopt Ordinance 2013-22.
2. That City Council denies the proposed Large Scale Comprehensive Plan Amendment.

PLANNING & ZONING BOARD RECOMMENDATION:

At its December 19th meeting, the Planning & Zoning Board voted unanimously to recommend approval of Ordinance 2013-22.

STAFF RECOMMENDATION:

Staff recommends that City Council moves to adopt Ordinance 2013-22.

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 2013-22

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN AND FUTURE LAND USE MAP 2020, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON APPROXIMATELY 36 ACRES OF PROPERTY FROM CITY COMMERCIAL TO CITY MIXED USE COMMERCIAL, REMOVING AN ASSOCIATED COMPREHENSIVE TEXT AMENDMENT THAT RESTRICTS THE INTENSITY OF THE SITE AND THAT PROHIBITS ANY RESIDENTIAL USE ON THE SITE, FOR PROPERTY GENERALLY WEST OF NORTH EICHELBERGER ROAD, SOUTH OF LANE PARK ROAD AND NORTHWESTERLY OF STATE ROAD 19; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant has initiated proceedings to amend the Future Land Use Map designation pertaining to property described in "Exhibit A" of this ordinance from City Commercial to City Mixed Use Commercial, and

WHEREAS, the applicant desires to develop said property as a Mixed Use Planned Development; and

WHEREAS, a Mixed Use Commercial Future Land Use designation is compatible with surrounding designations; and,

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

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

WHEREAS, the City Council finds this amendment in compliance with Chapter 163, Florida Statutes, and the City of Tavares Comprehensive Plan; and

WHEREAS, the adoption of this amendment is in the best interest of the health, safety, and general welfare of the citizens of Tavares;

1 **NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of
2 Tavares, Florida, as follows:

3
4 **Section 1. Future Land Use Map Amendment**

5 The Comprehensive Plan and Future Land Use Map of the City of Tavares,
6 Florida is hereby amended to reflect a re-designation from City of Tavares Commercial
7 to City of Tavares Mixed Use Commercial on certain real property as described in
8 Exhibit "A" attached hereto and incorporated herein by reference.

9
10 **Section 2. Comprehensive Plan Text Amendment**

11
12 The Comprehensive Plan is hereby amended by deleting Policy 1-1.1.17, a
13 policy that restricted the intensity of the site and prohibited any residential development
14 of the subject property in perpetuity.

15
16 **Policy 1-1.1.17:** ~~— The property known as Fisherman's Cove Golf and RV~~
17 ~~Resort, located on the State Road 19, being more particularly described in the legal~~
18 ~~description that follows is assigned a Commercial Future Land Use designation through~~
19 ~~Ordinance 2009-13. No permanent residential dwelling units are allowed to be~~
20 ~~developed on said property. Furthermore, the associated Floor Area Ratio shall be~~
21 ~~restricted to 0.25. Proposed changes to the development of this site beyond that defined~~
22 ~~herein are subject to the provisions of Chapter 163, Florida Statutes, regarding large-~~
23 ~~scale amendments to the comprehensive plan.~~

1 **Section 3. Severability and Conflicts**

2 The provisions of this ordinance are severable and it is the intention of the City
3 Council of Tavares, Florida to confer the whole or any part of the powers herein
4 provided. If any court of competent jurisdiction shall hold any of the provisions of this
5 ordinance unconstitutional, the decision of such court shall not impair any remaining
6 provisions of this ordinance.

7
8 **Section 4. Transmittal**

9 The City Administrator is hereby authorized and directed to transmit the adopted
10 Comprehensive Plan amendments to the Florida Department of Community Affairs, the
11 East Central Florida Regional Planning Council, the St. Johns River Water Management
12 District, the Department of Environmental Protection, the Florida Department of
13 Transportation, and any other governmental agency in the state of Florida that has filed a
14 written request with the City Council for a copy of the Comprehensive Plan within 10
15 working days of the adoption of this Ordinance as specified in the State Land Planning
16 Agency's procedural rules.

17
18 **Section 5. Effective Date.** The effective date of this plan amendment shall be the
19 date a final order is issued by the Department of Community Affairs finding the
20 amendment to be in compliance in accordance with Section 163.3184, Florida Statutes,
21 or the date a final order is issued by the Administration Commission finding the
22 amendment to be in compliance in accordance with Section 163.3184, Florida Statute.

23
24 **PASSED AND ORDAINED** this 19th day of March, 2014, by the City Council of
25 the City of Tavares, Florida.

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28 _____
29 Robert Wolfe, Mayor
30 Tavares City Council

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32 First Reading for Transmittal: December 19, 2013

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34 Second Reading (approval for adoption): March 19, 2014
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ATTEST:

Nancy A. Barnett, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Robert Q. Williams, City Attorney

Exhibit "A"

DESCRIPTION PARCEL A

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4 THAT PORTION OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 26 EAST AND
5 SECTION 12, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY,
6 FLORIDA, AND THAT PORTION OF THE MAP OF "DENIS E. LOWELL,
7 ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 51,
8 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
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10 FROM THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 20 SOUTH,
11 RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 240.00 FEET TO AN
12 IRON PIPE; THENCE EAST 1174.00 FEET; THENCE S00°54'33"E 175.00 FEET TO
13 A CONCRETE MONUMENT BEING THE NORTHEAST CORNER OF A PARCEL
14 OF LAND DESCRIBED IN O.R.B. 805, PAGE 2109, PUBLIC RECORDS OF LAKE
15 COUNTY, FLORIDA; THENCE CONTINUE S00°54'33"E 1807.25 FEET TO A
16 CONCRETE MONUMENT AND THE SOUTHEAST CORNER OF THE ABOVE
17 SAID PARCEL; THENCE ALONG THE MAINTAINED WESTERLY RIGHT-OF-
18 WAY LINE OF EICHELBERGER ROAD (COUNTY ROAD DISTRICT ROAD #3-
19 3342) RUN S00°43'25"E 475.95 FEET TO THE POINT OF BEGINNING; THENCE
20 DEPARTING SAID RIGHT-OF-WAY LINE RUN S89°16'35"W 235.64 FEET;
21 THENCE S00°16'08"W 98.86 FEET; THENCE S49°03'15"W 111.90 FEET TO A
22 POINT ON THE NORTHEASTERLY SIDE OF A CANAL, THENCE RUN ALONG
23 SAID CANAL, THE FOLLOWING COURSES, N38°46'27"W 103.78 FEET; THENCE
24 N47°16'07"W 116.52 FEET; THENCE N45°38'00"W 41.70 FEET; THENCE
25 N39°52'10"W 137.28 FEET; THENCE N47°44'57"W 64.95 FEET; THENCE
26 N42°12'15"W 49.92 FEET; THENCE N04°20'52"E 57.74 FEET; THENCE
27 N33°09'44"W 55.28 FEET; THENCE N13°57'12"E 105.31 FEET; THENCE
28 DEPARTING SAID CANAL, RUN N05°27'50"E 284.15 FEET; THENCE
29 N19°33'37"W 68.20 FEET; THENCE N90°00'00"W 21.47 FEET; THENCE
30 N02°28'56"W 109.30 FEET; THENCE N11°59'01"E 33.37 FEET; THENCE
31 N17°30'22"W 53.45 FEET; THENCE N67°13'32"E 26.58 FEET; THENCE
32 N10°43'22"E 32.39 FEET; THENCE N29°49'46"W 57.50 FEET; THENCE
33 N44°10'32"W 46.47 FEET; THENCE N41°56'23"W 17.37 FEET TO A POINT ON A
34 LINE THAT IS 200.00 FEET NORTH OF THE SOUTH LINE OF LOT 1, BLOCK 12
35 OF ABOVE MENTIONED MAP OF DENIS E. LOWELL SUBDIVISION; THENCE
36 RUN N89°57'21"W ALONG SAID LINE 468.35 FEET, MORE OR LESS TO THE
37 WATERS OF LAKE HARRIS AND A POINT HEREON DESCRIBED AS POINT "A";
38 BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN S00°43'25"E ALONG
39 THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF
40 EICHELBERGER ROAD A DISTANCE OF 124.45 FEET TO A POINT ON A CURVE
41 CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 5637.65 FEET TO
42 WHICH A RADIAL LINE BEARS S47°01'44"E; SAID CURVE BEING 42.00 FEET
43 NORTHWESTERLY OF AND CONCENTRIC WITH THE NORTHERLY RIGHT-OF-
44 WAY LINE OF STATE ROAD NO. 19; THENCE RUN SOUTHWESTERLY ALONG
45 THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 00°46'38" FOR 76.47
46 FEET; THENCE RUN S46°15'06"E ALONG A RADIAL LINE A DISTANCE OF
47 42.00 FEET TO THE ABOVE SAID NORTHERLY RIGHT-OF-WAY LINE OF

1 STATE ROAD NO. 19; SAID LINE BEING ON A CURVE CONCAVE
2 NORTHWESTERLY AND HAVING A RADIUS OF 5679.65 FEET; THENCE RUN
3 SOUTHWESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL
4 ANGLE OF 01°37'30" FOR 161.09 FEET TO THE POINT OF TANGENCY; THENCE
5 CONTINUE ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 272.86 FEET
6 TO THE INTERSECTION OF THE BOUNDARY OF THAT PARCEL OF LAND
7 DESCRIBED IN O.R.B. 805, PAGE 1889, PUBLIC RECORDS OF LAKE COUNTY,
8 FLORIDA; THENCE DEPARTING THE NORTHWESTERLY RIGHT-OF-WAY
9 LINE OF STATE ROAD NO. 19 AND ALONG THE ABOVE MENTIONED
10 BOUNDARY THE FOLLOWING FOUR COURSES; N36°43'00"W 351.18 FEET TO
11 A CONCRETE MONUMENT MARKED RLS 1571; THENCE N45°00'00"E 172.51
12 FEET TO A POINT IN A CANAL; THENCE N44°50'30"W 421.47 FEET TO A POINT
13 THAT IS 700.00 FEET WEST OF THE EAST LINE OF BLOCK 20 OF THE ABOVE
14 MENTIONED PLAT OF DENIS E. LOWELL; THENCE N00°41'00"W PARALLEL
15 WITH SAID EAST LINE 26.18 FEET; THENCE RUN S89°46'00"W A DISTANCE OF
16 466.91 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 OF THE ABOVE
17 SAID SECTION 7; THENCE N01°06'07"W ALONG SAID WEST LINE A DISTANCE
18 OF 263.45 FEET TO THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN
19 O.R.B. 805, PAGE 2109, OF THE PUBLIC RECORDS OF LAKE COUNTY,
20 FLORIDA; THENCE S89°55'51"W ALONG SAID LINE A DISTANCE OF 19.00
21 FEET, MORE OR LESS, TO THE WATERS OF LAKE HARRIS; THENCE RUN
22 NORTHERLY ALONG SAID WATERS TO THE AFOREMENTIONED POINT "A".

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24 LESS
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26 THAT PORTION OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 26 EAST, LAKE
27 COUNTY, FLORIDA, AND THAT PORTION OF THE MAP OF DENIS E. LOWELL,
28 ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 51,
29 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
30 FROM THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 20 SOUTH,
31 RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 240.00 FEET TO AN
32 IRON PIPE; THENCE EAST 1174 FEET; THENCE SOUTH 00°54'33" EAST 175.00
33 FEET TO A CONCRETE MONUMENT BEING THE NORTHEAST CORNER OF A
34 PARCEL OF LAND DESCRIBED IN O.R.B. 805, PAGE 2109, PUBLIC RECORDS
35 OF LAKE COUNTY, FLORIDA; THENCE CONTINUE SOUTH 00°54'33" EAST
36 1807.25 FEET TO A CONCRETE MONUMENT AND THE SOUTHEAST CORNER
37 OF AFOREMENTIONED PARCEL OF LAND RECORDED IN O.R.B. 805, PAGE
38 2109; THENCE ALONG THE MAINTAINED WESTERLY RIGHT OF WAY LINE
39 OF EICHELBERGER ROAD (COUNTY DISTRICT ROAD #3-3342) RUN SOUTH
40 00°43'25" EAST 475.95 FEET TO THE POINT OF BEGINNING OF THIS
41 DESCRIPTION. FROM SAID POINT OF BEGINNING CONTINUE SOUTH
42 00°43'25" EAST 185.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY
43 OF STATE ROAD NO. 19, SAID POINT BEING ON A CURVE CONCAVE
44 NORTHWESTERLY AND HAVING A RADIUS OF 5637.65; THENCE RUN
45 SOUTHWESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL
46 ANGLE OF 00°20'08" FOR 33.26 FEET: THENCE SOUTH 44°33'39" WEST ALONG

1 THE ARC OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A
2 RADIUS OF 5679.65 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC
3 THEREOF THROUGH A CENTRAL ANGLE OF 01°37'30" FOR 161.09 FEET TO
4 THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT OF
5 WAY LINE SOUTH 45°22'24" WEST 272.86 FEET; THENCE NORTH 36°43'00"
6 WEST 351.18 FEET; THENCE NORTH 45°00'00" EAST 172.51 FEET; THENCE
7 NORTH 59°30'18" EAST 35.04 FEET; THENCE SOUTH 38°46'27" EAST 103.78
8 FEET; THENCE NORTH 49°03'15" EAST 111.90 FEET; THENCE NORTH 00°16'08"
9 EAST 98.86 FEET; THENCE NORTH 89°16'35" EAST 235.64 FEET TO THE POINT
10 OF BEGINNING.

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12 **DESCRIPTION PARCEL B**

13 THAT PORTION OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 26 EAST, LAKE
14 COUNTY, FLORIDA, AND THAT PORTION OF THE MAP OF "DENIS E.
15 LOWELL, ACCORDING TO THE PLAT THERE OF RECORDED IN PLAT BOOK 7,
16 PAGE 51, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS
17 FOLLOWS:

18
19 FROM THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 20 SOUTH,
20 RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 240.00 FEET TO AN
21 IRON PIPE; THENCE EAST 1174.00 FEET; THENCE S00°54'33"E 175.00 FEET TO
22 A CONCRETE MONUMENT BEING THE NORTHEAST CORNER OF A PARCEL
23 OF LAND DESCRIBED IN O.R.B. 805, PAGE 2109, PUBLIC RECORDS OF LAKE
24 COUNTY, FLORIDA; THENCE CONTINUE S00°54'33"E 1807.25 FEET TO A
25 CONCRETE MONUMENT AND THE SOUTHEAST CORNER OF THE ABOVE
26 SAID PARCEL; THENCE ALONG THE MAINTAINED WESTERLY RIGHT-OF-
27 WAY LINE OF EICHELBERGER ROAD (COUNTY ROAD DISTRICT ROAD #3-
28 3342) RUN S00°43'25"E 600.40 FEET TO THE POINT OF BEGINNING, SAID
29 POINT BEING ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A
30 RADIUS OF 5637.65 FEET TO WHICH A RADIAL LINE BEARS S47°01'44"E; SAID
31 CURVE BEING 42.00 NORTHWESTERLY OF AND CONCENTRIC WITH THE
32 NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN
33 SOUTHWESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL
34 ANGLE OF 00°46'38" FOR 76.47 FEET; THENCE RUN S46°15'06"E ALONG A
35 RADIAL LINE A DISTANCE OF 42.00 FEET TO THE ABOVE SAID NORTHERLY
36 RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; SAID LINE BEING ON A
37 CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 5679.65
38 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC THEREOF
39 THROUGH A CENTRAL AND OF 00°20'08" FOR 33.26 FEET TO A POINT OF
40 INTERSECTION WITH THE ABOVE SAID WESTERLY MAINTENANCE RIGHT-
41 OF-WAY LINE OF EICHELBERGER ROAD; SAID POINT BEING 194.35 FEET
42 NORTHEASTERLY OF, (WHEN MEASURED ALONG THE ARC THEREOF), THE
43 POINT OF TANGENCY OF SAID CURVE; THENCE RUN N00°43'25"W ALONG
44 SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 60.55 FEET TO THE
45 POINT OF BEGINNING.

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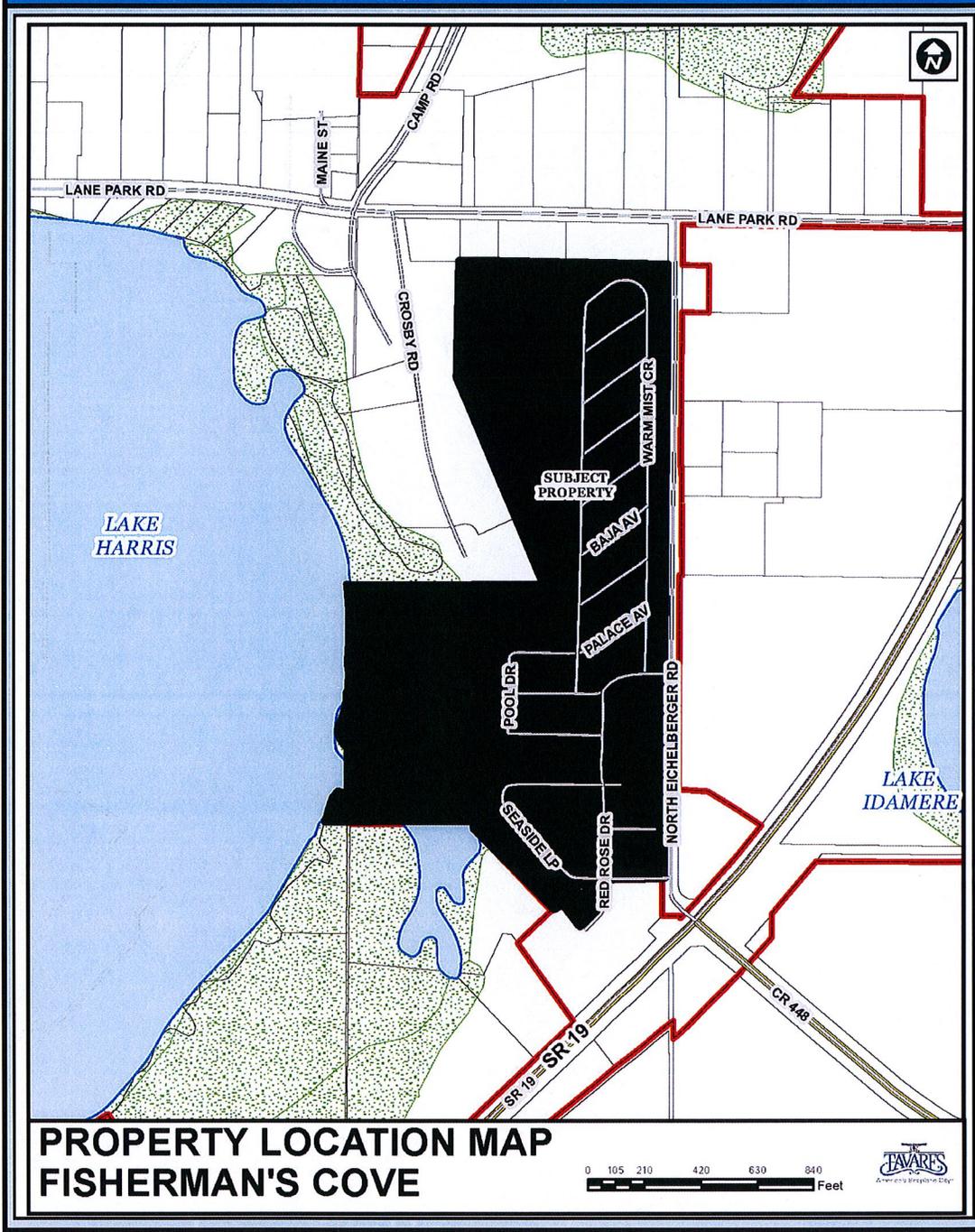
1 **DESCRIPTION PARCEL C**

2 THOSE PORTIONS OF SECTION 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 26
3 EAST, LAKE COUNTY, FLORIDA, AND THAT PORTION OF THE MAP OF
4 "DENIS E. LOWELL, ACCORDING TO THE PLAT THERE OF RECORDED IN
5 PLAT BOOK 7, PAGE 51, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA,
6 DESCRIBED AS FOLLOWS:
7

8 FROM THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 20 SOUTH,
9 RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN NORTH 240.00 FEET TO AN
10 IRON PIPE; THENCE EAST 1174.00 FEET; THENCE S00°54'33"E 175.00 FEET TO
11 A CONCRETE MONUMENT AND THE POINT OF BEGINNING; SAID POINT OF
12 BEGINNING BEING THE NORTHEAST CORNER OF A PARCEL OF LAND
13 DESCRIBED IN O.R.B. 805, PAGE 2109, PUBLIC RECORDS OF LAKE COUNTY,
14 FLORIDA; THENCE CONTINUE S00°24'09"E (M) S00°54'33"E (D) 1807.25 FEET
15 TO A CONCRETE MONUMENT AND THE SOUTHEAST CORNER OF THE
16 ABOVE SAID PARCEL; THENCE ALONG THE MAINTAINED WESTERLY
17 RIGHT-OF-WAY LINE OF EICHELBERGER ROAD, (COUNTY ROAD DISTRICT
18 3-3342) RUN S00°43'25"E 475.95 FEET; THENCE DEPARTING SAID RIGHT-OF-
19 WAY LINE RUN S89°16'35"W 235.64 FEET; THENCE S00°16'08"W 98.86 FEET;
20 THENCE S49°03'15"W 111.90 FEET TO A POINT ON THE NORTHEASTERLY
21 SIDE OF A CANAL, THENCE RUN ALONG SAID CANAL, THE FOLLOWING
22 COURSES, N38°46'27"W 103.78 FEET; THENCE N47°16'07"W 116.52 FEET;
23 THENCE N45°38'00"W 41.70 FEET; THENCE N39°52'10"W 137.28 FEET; THENCE
24 N47°44'57"W 64.95 FEET; THENCE N42°12'15"W 49.92 FEET; THENCE
25 N04°20'52"E 57.74 FEET; THENCE N33°09'44"W 55.28 FEET; THENCE
26 N13°57'12"E 105.31 FEET; THENCE DEPARTING SAID CANAL, RUN N05°27'50"E
27 284.15 FEET; THENCE N19°33'37"W 68.20 FEET; THENCE N90°00'00"W 21.47
28 FEET; THENCE N02°28'56"W 109.30 FEET; THENCE N11°59'01"E 33.37 FEET;
29 THENCE N17°30'22"W 53.45 FEET; THENCE N67°13'32"E 26.58 FEET; THENCE
30 N10°43'22"E 32.39 FEET; THENCE N29°49'46"W 57.50 FEET; THENCE
31 N44°10'32"W 46.47 FEET; THENCE N41°56'23"W 17.37 FEET TO A POINT ON A
32 LINE THAT IS 200.00 FEET NORTH OF THE SOUTH LINE OF LOT 1, BLOCK 12
33 OF ABOVE MENTIONED MAP OF DENIS E. LOWELL SUBDIVISION; THENCE
34 RUN S89°57'21"E ALONG SAID NORTH LINE 244.15 FEET TO A CONCRETE
35 MONUMENT MARKED "RLS 1916"; THENCE N22°25'23"W 824.91 FEET;
36 THENCE N00°08'45"E 435.03 FEET TO A POINT ON THE SOUTH LINE OF A 4.00
37 FOOT WIDE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 829,
38 PAGE 76, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN
39 N89°51'53"E ALONG THE SOUTH LINE OF SAID PARCEL 4.00 FEET; THENCE
40 N00°08'45"E RUN ALONG THE EAST LINE THEREOF 149.90 FEET; THENCE
41 S89°55'07"E 43.79 FEET; THENCE S00°03'48"W 149.74 FEET; THENCE
42 N89°51'53"E 347.05 FEET; THENCE N89°54'49"E 399.91 FEET TO THE POINT OF
43 BEGINNING.

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45 CONTAINING 36.212 ACRES, MORE OR LESS.
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CITY OF TAVARES - PROPERTY LOCATION MAP



DRAFTED BY: CITY OF TAVARES GIS

F:\PZ\DATA\PROJECT FILES\Fisherman's Cove - Annex, Rezone, LSF LUM - PZ2008-39\GIS\Maps\FC_LOCFP_AERIAL1.2013-port.mxd

DATA CURRENT AS OF 12-02-2013

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Rick Scott
GOVERNOR



Jesse Panuccio
EXECUTIVE DIRECTOR

February 21, 2014

The Honorable Robert Wolf, Mayor
City of Tavares
Post Office Box 1068
Tavares, Florida 32778

Dear Mayor Wolf:

The Department of Economic Opportunity has completed its review of the Tavares proposed comprehensive plan amendment (Amendment No. 14-1ESR), which was received on January 24, 2014. We have reviewed the proposed amendment pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comment related to important state resources and facilities within the Department of Economic Opportunity's authorized scope of review that would be adversely impacted by the amendment if adopted.

The City is reminded that pursuant to Section 163.3184(3)(b), F.S., the other review agencies have the authority to provide comments directly to the City. If the other review agencies provided comments, we recommend the City consider appropriate changes to the amendment based on those comments. If unresolved, such comments could form the basis for a challenge to the amendment following its adoption.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held within 180 days of your receipt of agency comments, the amendment shall be deemed "withdrawn" unless extended by agreement with notice to the Department of Economic Opportunity and any affected party that commented on the amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

If you have any questions concerning this review, please contact Caroline Knight, at (850) 717-8496 or by email: caroline.knight@deo.myflorida.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ana Richmond', with a long horizontal flourish extending to the right.

Ana Richmond
Comprehensive Planning Manager

AR/ck

Enclosure: Procedures for Adoption

cc: Ms. Alisha Maraviglia, Senior Planner, City of Tavares
Mr. Hugh Harling, Executive Director, East Central Florida Regional Planning Council

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CITY OF TAVARES
PLANNING AND ZONING BOARD MEETING
TAVARES COUNCIL CHAMBERS
December 19, 2013

BOARD MEMBERS PRESENT

John Adams, Chairman
Gary Santoro, Vice Chairman
Morris Osborn
Howard Haynes
Richard Root
Norb Thomas

LAKE COUNTY SCHOOL BOARD

Debbie Stivender, Boardmember - Absent
Dawn McDonald, Senior Planner

STAFF MEMBERS PRESENT

Jacques Skutt, Community Development Director
Mike Fitzgerald, Development Coordinator
Alisha Maraviglia, Senior Planner

CALL TO ORDER

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

APPROVAL OF MINUTES OF November 21, 2013

The minutes were approved as read.

OLD BUSINESS

None.

SWEARING IN OF THOSE GIVING TESTIMONY

Attorney Robert Williams, gave the oath to staff and audience.

CASES TO BE HEARD

1) Fisherman's Cove Ordinance 2013-21 - Rezoning

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

The subject property, known presently as Fisherman's Cove, is approximately 36 acres in size and is owned by Fisherman's Cove Golf and RV Resort Inc. The resort was annexed into the city in 2008 but the application of a city zoning was postponed at that time pending a final

1 redevelopment plan by the owner. The property was given a Commercial Future Land Use
2 designation. The owner has now determined, through market studies, that re-development of
3 the existing RV Resort with the addition of a resort lodge, visitor cottages and apartments and
4 assisted living, memory care and nursing facilities would be the best use of this property. The
5 development, a combination of commercial and residential uses, would be planned to be
6 compatible and regulated through this Planned Development Ordinance. Our City's
7 Comprehensive Plan considers this type of land use to be Mixed Use Commercial, therefore a
8 corresponding Future Land Use Map amendment is concurrently being considered and
9 processed.

10
11 The Planned Development Ordinance includes a concept/phasing plan and an architectural
12 rendering. In addition to these, the Developer will be required to submit an approved site plan
13 demonstrating compliance with all applicable laws and regulations including connection to city
14 utilities. This proposed redevelopment is compatible with surrounding existing uses and is
15 supported through a market study as a needed service for Tavares.

16
17 Chairman Adams asked for comments from the audience.

18
19 Ted Wicks from Wiks Engineering Services introduced himself as the representative for the applicant.
20 He reviewed the details of the project for the sake of those present.

21
22 Bill Neron, Economic Development Director spoke in support of the project.

23
24 Morris Osborn asked a question regarding the continued use of the golf course which Mr. Wicks
25 confirmed.

26
27 In response to a question regarding traffic, Mr. Wicks reported that a traffic analysis of the project has
28 been conducted. There was also discussion regarding traffic safety.

29
30 Mr. Wicks also reviewed the phasing plan as outlined in the ordinance.

31
32 Dawn McDonald asked if the development would be age restricted. Mr. Gordon Commer, the owner of
33 the property, confirmed that it would.

34
35 Mr. Lance Babington, 12100 Lane Park Road, expressed concern about the project as it abuts his
36 property along the southern property line. He was informed that the existing golf course would remain
37 and no additional density would be added to that portion of the property.

38 39 MOTION

40
41 **Gary Santoro moved to recommend approval of Ordinance 2013-21. The motion was seconded**
42 **by Richard Root. The motion carried 7-0.**

43 44 **2) Fisherman's Cove Ordinance 2013-22 - FLUM**

45
46 Jacques Skutt, Community Development Director provided the following staff report;

47
48 Ordinance 2013-22 proposes a large scale amendment to the Future Land Use Map 2020 of the
49 Comprehensive Plan and an associated Comprehensive Plan text amendment that changes the
50 designation from Commercial to Mixed Use Commercial and deletes Policy 1-1.1.17, a policy
51 prohibiting permanent residential development and restricting the Floor Area Ratio to 0.25.

52

1 The subject parcel (Parcel Identification Numbers 01-20-25-040000100000 and 01-20-25-
2 040001900002) is located on the west side of State Road 19 off of North Eichelberger Road. The
3 parcel is approximately 36 acres in size. The property has access to Lake Harris via a private canal and
4 docks. The property is presently utilized as a Recreational Vehicle Resort. The property owner desires
5 to redevelop the property providing both residential and commercial uses.
6

7 **Future Land Use Amendment**

8 A Mixed Use Commercial designation is requested. This designation will enable the property owners to
9 redevelop the existing resort with a resort lodge, an assisted living, memory care, nursing facility and
10 visitor cottages and apartments.
11

12 **Compatibility**

13 The property is located on State Road 19, the City's main north-south commercial corridor. Land abutting
14 the subject parcel to the south is held by the same owner and is designated as Commercial. Land to the
15 southeast is within the County's jurisdiction and designated Urban Expansion. North Eichelberger Road
16 runs along the east property line. Parcels to the east are within the City of Tavares and are designated
17 Commercial, Public Facility (Church) and Mobile Home. Another of the parcels to the east, also within the
18 County's jurisdiction, is designated Suburban and consists of a single family home. The parcel to the north
19 is in the County's jurisdiction and is designated Urban Expansion. Lake Harris is located to the west of the
20 subject parcel.
21

22 **Site Conditions**

23 The subject property is an operating recreational vehicle park. There is a small nine whole golf course,
24 community use building and pool.
25

26 **Impact on City Services**

27 The subject property will be required to connect to municipal water and sewer utilities upon
28 redevelopment. The City's Concurrency Management System will ensure that Levels of Service (LOS) will
29 not be degraded beyond the adopted levels of service for all regulated public facilities.
30

31 **FINDINGS**

32 This amendment request is considered to be in compliance with the Comprehensive Plan Goals,
33 Objectives and Policies with the following findings:
34

- 35 1. A Mixed Use Commercial Future Land Use designation would serve as the most appropriate
36 land use for the subject property in accordance with Future Land Use policy 1-1.1.6.
37
- 38 2. Impacts of the proposed development of the subject property shall be monitored through the
39 City's Concurrency Management System. (Comp Plan, Chapter 7A)
40

41 **MOTION**

42 **Gary Santoro moved to recommend approval of Ordinance 2013-21. The motion was seconded**
43 **by Morris Osborn. The motion carried 7-0.**
44

45
46 There was no further business and the meeting adjourned at approximately 3:27 p.m.
47

48 Respectfully submitted,
49

50 _____
51 Alisha Maraviglia
52 Senior Planner

Orlando Sentinel

Publication Date: 03/05/2014

This E-Sheet(R) is provided as conclusive evidence that the ad appeared in The Orlando Sentinel on the date and page indicated. You may not create derivative works, or in any way exploit or repurpose any content.

Client Name: / PO# Mike Fitzgerald
 Advertiser: City of Tavares
 Section/Page/Zone: Lake Zone/F005/LAK
 Description: Ordinance 2013-22
 Ad Number: 2192516-1
 Insertion Number: 3 x 10.5
 Size: B&W
 Color Type:

Lake Sentinel

THINGS TO DO

Continued from Page F3

ERS CLUB meets the third Wednesday of the month in Wildwood Community Center, 6500 County Road 139 (Powell Road), 5:30 to 8 p.m. Fly-tying, fly-casting and rod building are taught by qualified instructors. Local fishing opportunities are discussed. Saltwater and freshwater fishing excursions are planned each month. Details: Tom Green, 321-229-2924, or email capintom@yahoo.com.

Fitness

EUSTIS RECREATION is offering four Jazzercise dance-fitness classes. Classes at the American Legion, 101 S. Bay St., Eustis. Days: Mondays, Tuesdays and Thursdays 5:30-6:30 p.m., Saturdays 8:15-9:15 a.m. Details: Stacy Mathis 386-624-2033.

EUSTIS RECREATION is offering a Jazzercise Lite class on Saturdays at 9:45 a.m. Fee: \$5 per class. This is a less strenuous aerobic dance class. Meets at the American Legion building (101 S. Bay St., Eustis). Instructor: Staci Mathis. Details: Stacy 386-624-2033.

GOLDEN TRIANGLE YMCA is offering a fitness assessment that will include a measure of total body composition, BMI, lean mass, fat weight, strength endurance and stamina. Accurate goal weight is projected, based on lean mass, by a certified personal trainer. YMCA members only, fee-based. Details: 352-343-1144.

McLIN FITNESS CENTER in Mount Dora offers Zumba, Pilates, yoga, boot camp and a full-service, state-of-the-art fitness facility to the public. Please call 352-735-6532 after 5 p.m. Monday-Friday for more information.

GITTER FITTER, an aerobic dance and toning class using toning sticks, is being offered at The Church at Whistling Pines, 1638 Whistling Pines Road, Umatilla. Classes are at 5:30 to 6:30 p.m. Tuesdays and Thursdays. Each class is \$3. A free-weights class also is offered before Gitter Fitter, at 5 p.m. Bring weights and a mat. Details: 352-771-6558.

Golf

CLERMONT SENIOR GOLF LEAGUE is now forming its winter league. This is a fun league and a chance to meet new friends. Handicaps will be established according to USGA rules. All classes go to prize money at the end of the season. The season runs through April. Details: Ken Dudash, 352-243-2765.

SOUTH LAKE MEN'S GOLF LEAGUE is looking for members who enjoy competitive golf, every Thursday morning at 8:30 at various courses within a 20-mile drive of Clermont. Weekly prizes for skins and net scores. Three rounds establish handicap. Annual dues: \$25. One-week trial for green fees only. Details: Steve Naples at s-naples@gmail.com or call 407-257-6403.

Gymnastics

GOLDEN TRIANGLE YMCA tumbling class for ages 2-5. Classes are Wednesday and Friday from 11 a.m.-noon. Members and nonmembers welcome. Class teaches youngsters body control. Details: 352-343-1144.

Karate

MOUNT DORA PARKS AND RECREATION MARTIAL ARTS program in Uchi-ryu karate is Mondays and Wednesdays (children) 5-11 years old, 5-5:30 p.m.; (juniors) 12-15 years old.

5:30-6 p.m. Teacher is George E. Mattson, 10th-degree black belt; (adults) 6-7:30 p.m. Teacher is David Berndt, renshi. Also classes in traditional Okinawa weapon training for adults, 7:30-10 p.m. Teacher is Tom Bentley, renshi; and traditional WadoRyu karate for Adults on Thursdays 7-10 p.m. Teacher is Tom Bentley, renshi. Tuition: single program: \$50 per month.

Kayaking

FLORIDA FROM A KAYAK offers classes, eco-tours and rentals. There is an orientation called smart start, which is an hour (\$40, including kayak rental). There also is a quick start class of two to three hours (\$65, including kayak rental) and an introduction to kayaking (\$95, including kayak rental). Details: 352-406-0904.

KAYAK lessons, rentals and eco-tours in Lake County with Oak Orchard Canoe and Kayak of Waterport, N.Y. Ages 10 and older. Sit-in and sit-on models for off-premises rentals or on private sandy beach. \$55-\$70 per boat. Details: wfinley2133@yahoo.com or 352-272-9561.

KAYAK CLERMONT'S wilderness at Cooked River Reserve near U.S. Highway 27 and Lake Louisa Road. Equipment, shuttle included. Fee: \$75 per person. For appointments: 352-272-9561 or

wfinley2133@yahoo.com.

Kickboxing

GOLDEN TRIANGLE YMCA is sponsoring kickboxing Mondays and Wednesdays from 7:30-8:30 p.m.

Lawn bowling

FREE LESSONS for anyone interested in having fun and gentle exercise are being offered at the Mount Dora Lawn Bowling Club. No experience needed. The club is on Donnelly Street just beyond the main business section of downtown Mount Dora. For more information about lessons and open houses, call Judy Bulbitz, 352-343-2762, or go to mountdoralawnbowling.com.

Shuffleboard

TAVARES SHUFFLEBOARD CLUB games 6:30 p.m. every Monday and 1 p.m. every Tuesday and Saturday at the courts, 150 E. Caroline St., Tavares. Equipment is provided.

Swimming

GOLDEN TRIANGLE YMCA is registering members and nonmembers, 6 months to adults, for swim lessons. Parent-child lessons are available, and lessons are mornings and evenings. Details: 352-343-1144.

Dan's Fan City
 Leesburg, FL

52" Fans Starting at \$99.99

352-326-9018
 www.danstancity.com

COUPON REQUIRED: **FREE INSTALLATION** On All Ceiling Fans \$249.99 & Up. Must present coupon. Not valid with any other offer. Expires 3/31/14.

COUPON REQUIRED: **\$25 OFF** INSTALLATION On All Ceiling Fans BELOW \$249.99. Must present coupon. Not valid with any other offer. Expires 3/31/14.

Leesburg • (Highway 27/441) in Boall's Plaza

Mount Dora Spring Show
 LAST CHANCE!

An eclectic mix of antiques, arts & crafts

March 22 & 23, 2014

Orlando Sentinel

Enjoy Life!

Enjoy maintenance-free senior living in a country hillside setting

Independent Living Villas:

- 1 or 2 Bedroom, 1 1/2 Bath
- 1 Car Garage & Bonus Room
- Includes Major Appliances
- Future Healthcare Available if Needed
- Affordable Leases
- Annual Leases Available on Selected Villas

Call today to schedule a visit and complimentary lunch.

AL TAVARES VILLAGE

many happy, healthy years here!

NOTICE OF AVAILABILITY OF FUNDING FOR RESIDENTIAL REPAIR AND SPECIAL NEEDS MODIFICATION ASSISTANCE

The Lake County State Housing Initiatives Partnership (SHIP) Program received \$526,015 in funding for affordable housing programs from the Florida Housing Finance Corporation for fiscal year 2013/2014. We will reserve \$105,203 for Special Needs Households. The remaining funds will be utilized for repair/rehab for owner occupied residences. \$15,780 will be allowed for administration of the program. AT THIS TIME, A WAITING LIST HAS ALREADY BEEN ESTABLISHED FOR THE REPAIR PROGRAM BUT WE ARE STILL accepting applications with a preference for very low income households. ON May 9, 2014, WE WILL BEGIN A WAITING LIST FOR OUR SPECIAL NEEDS/RETROFIT REHABILITATION PROGRAM. NAMES WILL BE TAKEN FOR THIS LIST UNTIL FURTHER NOTICE.

Lake County Housing Services
 352.742.6540

Learn about the Florida Spine & Neuro Center and the innovative treatment options available.

Attend a FREE LUNCH N' LEARN spine seminar:

Wednesday, March 12 11:00AM Comfort Suites 1202 Avenida Central The Villages, FL	Tuesday, March 18 11:00AM Quality Inn 3434 SW College Rd Ocala, FL
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Call 1-888-847-8876 to RSVP.

HCA Largo Medical Center
 A Teaching Hospital
 FLORIDA SPINE & NEURO CENTER

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 2013-22 titled as follows:

ORDINANCE 2013-22

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN AND FUTURE LAND USE MAP 2020, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON APPROXIMATELY 36 ACRES OF PROPERTY FROM CITY COMMERCIAL TO CITY MIXED USE COMMERCIAL, REMOVING AN ASSOCIATED COMPREHENSIVE TEXT AMENDMENT THAT RESTRICTS THE INTENSITY OF THE SITE AND THAT PROHIBITS ANY RESIDENTIAL USE ON THE SITE, FOR PROPERTY GENERALLY WEST OF NORTH EICHELBERGER ROAD, SOUTH OF LANE PARK ROAD AND NORTHWESTERLY OF STATE ROAD 19, PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Proposed Ordinance 2013-22 will be considered at the following public meetings:

1. Tavares City Council meeting on March 19, 2014, at 4 p.m. (Adoption Hearing)

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

Proposed Ordinance 2013-22 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 meeting and be heard with respect to the proposed ordinance. 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

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
MARCH 19, 2014**

AGENDA TAB NO. 9

SUBJECT TITLE: Alfred Street Project-Replacement of Lost Public Parking Spaces

OBJECTIVE:

To consider the contribution of \$10,080 towards the construction of a public parking lot located behind Corman and Sons Air Conditioning.

SUMMARY:

The Alfred/Caroline Street one-way pair project is presently being constructed. Under an interlocal agreement, the County is overseeing the project. Alfred Street will become a city road when completed. Caroline Street is already a city road.

One of the objectives of the new design was to add public on-street parallel parking where feasible as well as wide sidewalks on both sides of the streets. The sidewalks limit the useable right-of-way for vehicular traffic. Mandatory turn lanes as well as alleys, existing driveways and mature trees control where parking spaces can be added. Twenty eight new public on-street parking spaces were incorporated into the design. Pre-construction, there was no delineated public on-street parking on either Caroline or Alfred Streets, except for five spaces located at the southwest corner segment of Alfred Street at Disston Avenue (see attached map). A left turn lane is required at this intersection and it is therefore necessary to remove these five parking spaces.

The owner of a commercial building that is adjacent to these five removed on-street public parking spaces is of the opinion that the viability of the businesses within this building is dependent on the availability of adequate parking. The owner desires to replace these public parking spaces by paving a dirt and gravel area located behind the building to create 5 paved replacement spaces (see attached map). Access to this new parking lot will be from Boulware Alley. The owner is requesting that the city contribute to the cost of constructing this parking lot. The owner has obtained an estimate of \$20,176 for the construction of this code-compliant parking.

OPTIONS:

1. That City Council move to contribute one-half the cost (\$10,080) towards the construction of five paved public parking spaces to replace the five lost spaces located behind Corman & Sons AC at the southwest corner segment of Alfred Street at Disston Avenue subject to receiving an ingress/egress easement from the owner for public use and access to these spaces and subject to inspection of the work performed to the city's satisfaction.
2. That City Council move not to contribute towards the replacement of five paved public parking spaces that will be lost due to the Alfred/Caroline reconstruction.

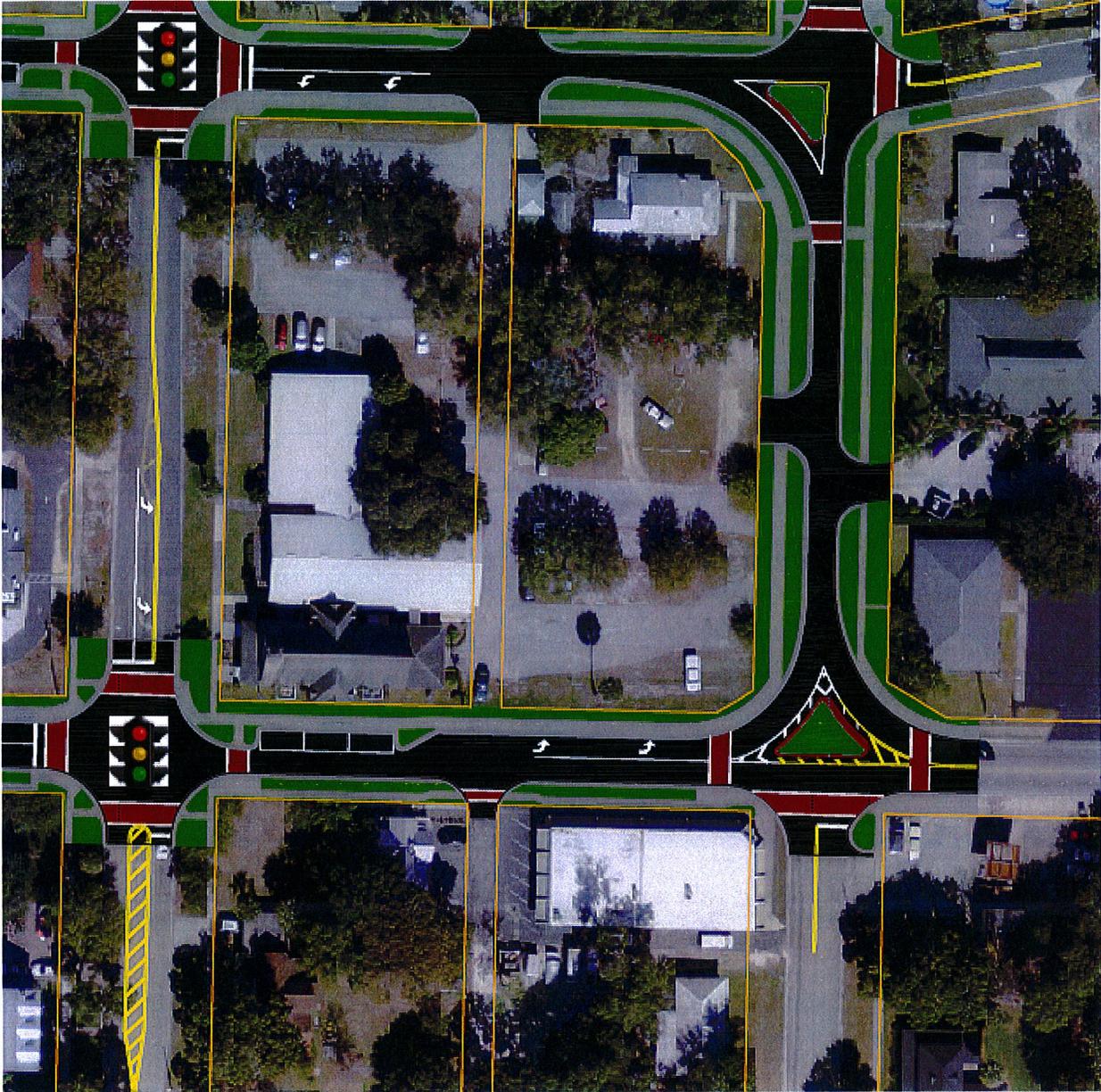
STAFF RECOMMENDATION:

Move to contribute one-half the cost (\$10,080) towards the construction of five paved public parking spaces to replace the five lost spaces located behind Corman & Sons AC at the southwest corner segment of Alfred Street at Disston Avenue subject to receiving an ingress/egress easement from the owner for public use and access to these spaces and subject to inspection of the work performed to the city's satisfaction.

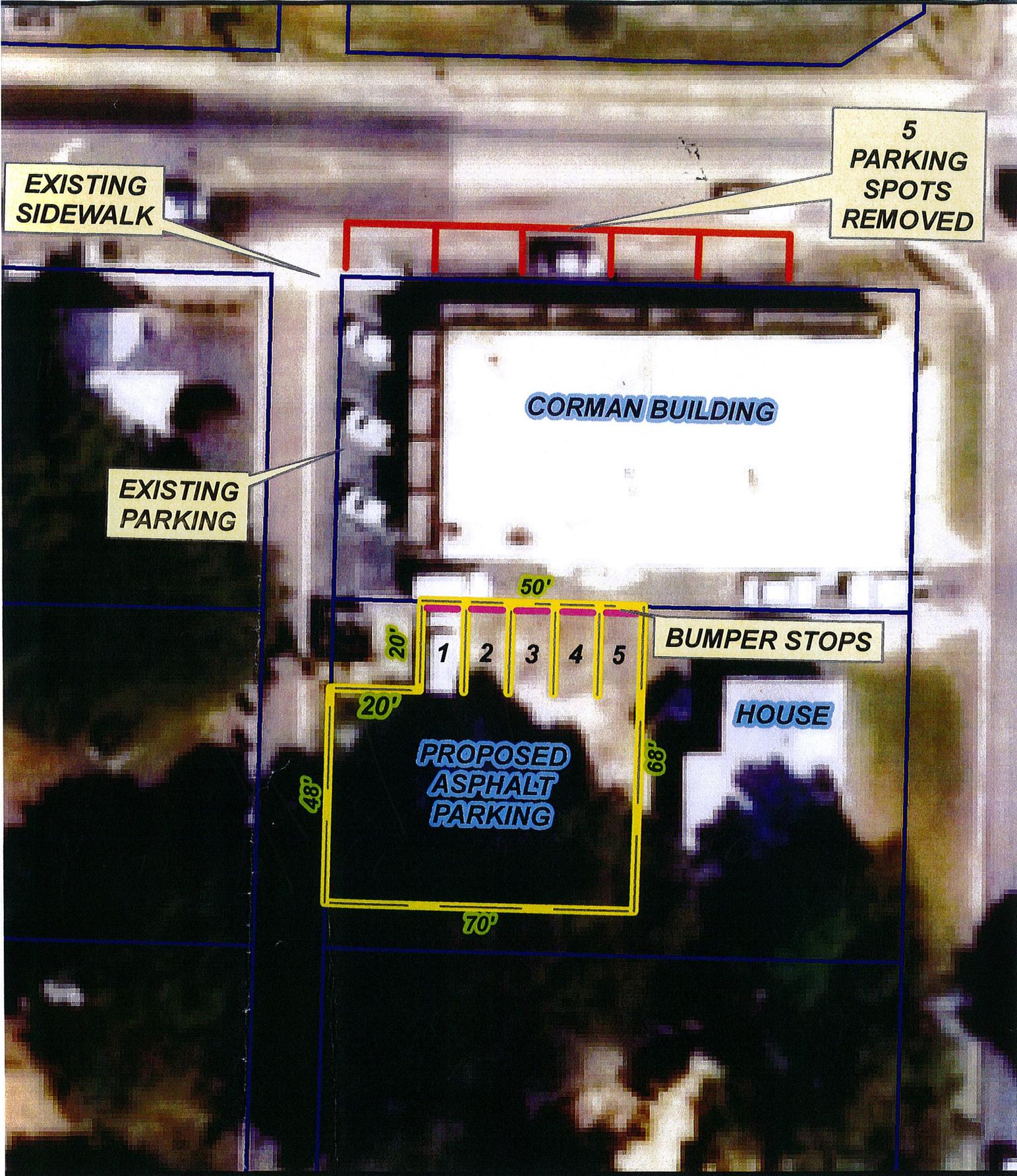
FISCAL IMPACT: This unbudgeted item would need to be taken out of General Fund Reserve Contingencies in the amount of \$10,080. Currently there is \$117,364 in the General Fund Reserve Contingency account.

LEGAL SUFFICIENCY:

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



Proposed Reconstruction
East Segment of Alfred & Caroline



CORMAN PROPOSED PARKING



TRI-STATE ASPHALT CORP.

703 Carpenter Avenue ■ Leesburg, FL 34748
 Ph. (352) 728 2894 ■ Fax: (352) 326-9039

CONTRACT PROPOSAL

Proposal Submitted To Corman&Sons A/C	Job Name Driveway/Parking lot pave
Street 326 E. Alfred St	Job Location
City Tavares, FL	Job Phone
Phone 352-343-8578	Fax
E-MAIL: ray@cormanandsons.com	

Subject to credit approval, Tri-State Asphalt Corporation will furnish the following work, including all labor, materials and equipment in accordance with the following:

1. Excavate designated area to be paved to accommodate for installation of 6" of base material.
2. Furnish and install 6" of base material and compact.
3. Pave with 1.5" of type SP 12.5 hot asphalt mix.....(\$20,176.44)
4. Excavate and pave 26x70 area on north side of building to same specs as above.....(\$4,581.36) *- NOT INCL.*

NOTE: THIS PRICE IS FOR LISTED ITEMS ONLY; ANY ITEM NOT LISTED IS EXCLUDED.

Price for this work shall be: ***SEE ABOVE*****

Payment to be made as follows: **Upon Completion**

PROS AND CONS FOR PAVING AND SEALCOATING

Hot asphalt mix is a smooth, practical, clean, long-life pavement. It usually "tire marks" for several months and there is a noticeable surface porosity at first, but rubber tire Traffic will knead and seal these pores. Gasoline and repeated oil spillage will soften asphalt; however, it is easy to patch. Grass and weed roots will grow through asphalt but are easily killed with any type of commercial weed killer. Any rock or gumbo clay encountered under paving area shall be removed by hourly equipment time and back filled with clean fill. Rolled rock will become dusty and dirty when dry and will track when wet. It will get pot-holed in time and grass and weeds will grow through it. All underground cables, pipes and utilities must be clearly marked and protected. Tri-State Asphalt Corporation will not be responsible for the same. Tri-State Asphalt Corp. will not guarantee or be responsible for rock base work constructed by others.

Sealing: 1) prolongs the wearing surface of asphalt, and the normal life is dependent on traffic conditions; 2) protects the asphalt against normal oil and gasoline leaks; 3) gives an attractive fresh charcoal black finish; 4) cannot be done prior to 6-8 weeks after new asphalt installation, or tire marking is possible; 5) should not be done on areas saturated by oil and gasoline.

TERMS OF CONTRACT

This contract is limited to the services and materials described. Work to be done in accordance with above stated specifications and in a substantial and workmanlike manner According to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the contract. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Permits and permit fees are not included in this proposal price. This contract proposal is contingent upon and subject to all strikes, accidents, weather, and other delays, circumstances, or conditions beyond control of Tri-State Asphalt Corporation. Should any other contract documents or subcontract agreements regarding a specific project conflict with the terms of this proposal the terms of this proposal will in all cases, govern. Above stated price is based upon prevailing costs, and is void if not accepted within (30) days of above date. Payment is due in full upon completion of work, or progress payments monthly are due upon issuance of invoice if more than one month required to complete work. Any payments not made within (30) days of due date shall bear interest in the amount of 1 1/2% per month; likewise interest at the same rate shall be due on any retainage held until paid. Customer in the event of default of payment shall pay costs of collection including attorney's fees.

Tri-State Asphalt Corporation

By: Keith M. Davis Date 01/16/2014
 KEITH M. DAVIS, ESTIMATOR

Acceptance: I, We the undersigned, accept the above proposal and authorize you to proceed with work as specified, subject to all terms contained herein.

Customer _____ Date: _____
 By: _____ Title _____

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
MARCH 19, 2014**

AGENDA TAB NO.10

SUBJECT TITLE: Discussion on Distribution of Free Publications

OBJECTIVE:

To have a Council discussion on the problems arising from the distribution of free, unsolicited publications on private residential properties.

SUMMARY:

Increasingly, publishers of newspapers and advertising supplements are distributing free, unsolicited publications in public rights of Ways and private driveways of residential properties. When the resident is not home to pick these up and has not made arrangements to have others pick them up, these accumulating publications quickly create an unsightly littering mess in the public Rights of Way and on the private driveways. It also signals that no one is home; an invitation to thieves that the house may be an easy target. The city has received complaints from residents about this problem.

Historically, the First Amendment of our Constitution, which prohibits the making of any law that would infringe on the freedom of the press, has been used as an argument against local ordinances that broadly attempt to ban all unsolicited deliveries. The problem of accumulating, undesired publications on residential driveways is an issue that cities across the country are experiencing. Many cities, including Mt. Dora, have passed ordinances to address this problem. A copy of Mt. Dora's ordinance is attached to this summary. The ones that appear to pass judicial muster involve a notice from the homeowner NOT to deliver – much like the “do not call” listing that the state has for unsolicited telephone sales. Staff is requesting that Council discusses this matter and provides direction to staff on desired action.

OPTIONS:

1. That City Council discusses the problem arising from the distribution of free, unsolicited publications on private property and directs staff to develop an ordinance that permits a home owner to get on a “do not deliver” listing.
2. That City Council discusses the problem arising from the distribution of free, unsolicited publications on private property and directs staff to continue to leave the practice as is with no changes.

STAFF RECOMMENDATION:

Option Number one, That Council moves to direct staff to develop an ordinance that permits a home owner to get on a “do not deliver” listing for free unsolicited publications.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

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

Mt. Dora's Ordinance

Sec. 6.010. - Distribution of free publications.

(a)

Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Acknowledgment date means the date of the acknowledgment letter required to be sent by the publisher immediately upon receipt of the first nondistribution request.

Adjoining public right-of-way means that portion of any public right-of-way lying between the centerline of the right-of-way and the front plot line and between the side plot lines extended to the centerline of the right-of-way, adjoining any plot of privately owned real property, the owner or tenant of which has delivered a nondistribution request to the publisher of any free publication. For the purpose of this definition, the centerline or the center of a median of any improved street shall be presumed to be the centerline of the right-of-way.

Date of request means either the date upon which a second nondistribution request as described in this section is delivered by hand to the publisher of a free publication or, if a nondistribution request is delivered by mail, the fifth calendar day after the nondistribution request is deposited in the mail.

Distributor means any person who drops, throws, abandons or otherwise places copies of any free publication upon privately owned real property, excluding real property owned by the distributor of the publisher, or upon any public right-of-way.

Free publication means any **newspaper**, magazine, handbill, pamphlet, circular or other publication which is made available to the public at no cost, including but not limited to free copies of **newspapers** ordinarily delivered to paid subscribers.

Publisher means any person who prepares or causes to be prepared any **newspaper**, magazine, handbill, pamphlet, circular or other publication for distribution to the general public.

(b)

Placing on private property or adjacent right-of-way. Copies of any free publication may be placed upon privately owned property or the adjoining public right-of-way subject to the following conditions:

(1)

Any property owner or tenant may file a request telephonically or in writing, with the publisher through its circulation department or person of the free publication, that copies of the free publication not be placed upon the owner's or tenant's property. The publisher, its circulation department or person shall immediately mail by U.S. post a three-inch by five-inch card designated "acknowledgment letter" to the property owner or tenant having made the

request acknowledging the request with a date of termination not to exceed ten days from the date of the acknowledgment letter. If the publisher continues to distribute the free publication to that property owner or tenant, the property owner or tenant shall file a second request in writing with the publisher through its circulation department or person that copies of the free publication not be placed upon the owner's or tenant's property. The publisher through its circulation department or person shall acknowledge a nondistribution request which may be for a specified period of time not to exceed one year and shall remain valid until revoked or the maximum period has expired. A copy of the second nondistribution request shall be filed with the chief code enforcement officer together with proof of the date of delivery of the request to the publisher.

(2)

It shall be the responsibility of the publisher to give the distributor of the free publication notice of any nondistribution request immediately upon receipt thereof.

(3)

It shall be a violation of this section for a distributor to place a copy of any free publication on privately owned property or the adjoining public right-of-way contrary to a nondistribution request at any time after the tenth calendar day following the date of the second acknowledgment letter through the date of the date specified in the request to terminate or the one-year maximum period from the date of the acknowledgment letter whichever is the shorter.

(4)

It shall be a violation of this section for a publisher, directly or through the employment or agency of a distributor, to place a copy of any free publication on privately owned property or the adjoining public right-of-way contrary to a second nondistribution request at any time after the third calendar day following the date of the second request.

(c)

Hand delivery on public right-of-way. This section shall not be construed or applied to be a limitation upon the right of any person to distribute by hand delivery any free publication upon a public right-of-way to any person by whom immediate in-hand receipt of the publication is intended.

(d)

Exemptions. This section shall not apply to the distribution of regularly published and distributed **newspapers** to regular paid subscribers thereof.

(Code 1969, §§ 3-3, 3-4)

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: March 19, 2014**

AGENDA TAB NO: 11

SUBJECT TITLE: Award of RFP No. 2014-0007, Lease Purchase Revenue Note, Series 2014 – Bank Loan RFP for Purchase of Police Vehicles and Solid Waste Automated Truck

OBJECTIVE:

To seek Council's approval for award of RFP No. 2014-0007 for Lease Purchase Revenue Note, Series 2014 to finance the purchase of twelve (12) Police Vehicles and One (1) Automated Solid Waste Vehicle.

SUMMARY:

Previously the city budgeted for and approved the purchase of twelve (12) police vehicles and one (1) Garbage truck. At the April City Council meeting, the City Purchasing Department will be recommending that the City piggyback off Florida Sheriff's existing bids for these items for the purchase of twelve (12) 2014 Ford Interceptor police vehicles at an estimated cost of \$36,000 each which includes complete outfitting of the vehicles (light bars, sirens, spotlights, cages, gun mounts, cameras, extended warranties etc.) and the purchasing of one garbage truck at an estimated cost of \$254,000.

Prior to seeking Council Authority to purchase these vehicles at the next meeting in April, the city needs to put in place the necessary financing vehicle that was previously advertised for under **RFP No. 2014-0007** (Lease Purchase Revenue Note, Series 2014) which was issued on February 16, 2014, with advertisement on the same date and placed in the Orlando Sentinel. RFP No. 2014-0007 was also made available to proposers on the City Website with a direct link to www.demandstar.com. In addition email notice was also sent to various banks.

The objective of the RFP was to obtain financing for the purchase of 12 Police vehicles and one automated Solid Waste vehicle and to obtain the lowest overall interest cost while providing maximum flexibility to the City.

Sealed bids/proposals were due on February 28, 2014 at 2:00 p.m. A bid opening was held at 2:00 p.m. on February 28th, all received bids were opened publicly at that time. Five Proposals were received and one "No Proposal" response was received.

1	Branch Banking & Trust (BB&T)
2	The Bancorp, d/b/a Mears Motor Leasing
3	Pinnacle Public Finance, Inc.
4	United Southern Bank
5	U.S. Bancorp Government Leasing and Finance
6	Wells Fargo Bank - No Proposal

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

BB&T Bank Option 1 meets the objective of the RFP. Although the The Bancorp, d/b/a Mears Motor Leasing proposal appears to provide a lower rate, their proposed master lease agreement includes covenants and conditions which both bond counsel and the City's legal counsel could not approve. The additional time and costs to negotiate the agreement would offset the financial benefits associated with their bid. The table below provides a summary of all bids received.

Loan Amount - \$690,000
Loan Period - 60 months (5 Yrs)

Branch Banking & Trust (BB&T)	1.3300%
The Bancorp, d/b/a Mears Motor Leasing	1.0000%
U.S. Bancorp Government Leasing and Finance	1.6060%
Pinnacle Public Finance, Inc.	2.1500%
United Southern Bank	2.2700%
Wells Fargo Bank - No Proposal	n/a

Attached please find the copies of 1) newspaper advertisement for RFP No. 2014-0007-0014) 2) minutes from bid opening dated February 28, 2014, 3) bid tabulation and recommendation letter from City Financial Advisor, Mark Galvin of First Southwest, and 4) copies of bid proposals from proposers.

OPTIONS:

1. Award RFP 2014-07 to BB&T Bank for Lease Purchase Revenue Note, Series 2014 in the amount of \$690,000 plus cost of issuance for a term of 5 years at a rate of 1.33%% to finance the 12 Police Vehicles, and one Automated Solid Waste Vehicle, and request staff to prepare a resolution with bond counsel for debt issuance, and to set a date for loan closing.
2. Do not award RFP 2014-0007 to BB&T Bank.

STAFF RECOMMENDATION:

Option 1. Move to Award RFP 2014-07 to BB&T Bank for Lease Purchase Revenue Note, Series 2014 in the amount of \$690,000 plus cost of issuance for a term of 5 years at a rate of 1.33%% to finance the 12 Police Vehicles, and one Automated Solid Waste Vehicle, and request staff to prepare a resolution with bond counsel for debt issuance, and to set a date for loan closing.

FISCAL IMPACT: This will be a CBA Lease/Loan Obligation (Covenant to Budget and Appropriate) requiring Lease Payments to be budgeted and appropriated for annually. Lease Payments for Fiscal Year 2014 have been appropriated and budgeted.

LEGAL SUFFICIENCY: Legally Sufficient.



CITY OF TAVARES

MINUTES OF BID OPENING

February 28, 2014

REQUEST FOR PROPOSALS TO PROVIDE TAX-EXEMPT "BANK QUALIFIED" FINANCING

RFP 2014-0007

TAVARES CITY HALL

PRESENT

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

Mr. Rumble noted today's date as Friday, February 28, 2014. This is the opening of submission packages received in response to RFP 2014-0014, Proposals to Provide Tax-Exempt "Bank Qualified" Financing. There were five proposals received, and one statement of no proposal:

- 1) Branch Banking & Trust
255 S. Orange Avenue
Orlando, FL 32801
 - 2) The Bancorp Bank
d/b/a Mears Motor Leasing
3905 El Rey Road
Orlando, FL 32808
 - 3) Pinnacle Public Finance, Inc.
8377 E. Hartford Drive, Suite 115
Scottsdale, AZ 85255
 - 4) United Southern Bank
2701 S. Bay Street
Eustis, FL 32726
 - 5) U.S. Bancorp Government Leasing and Finance
3643 Spyglass Court
Green Cove Springs, FL 32043
 - 6) Wells Fargo Bank
800 N. Magnolia Avenue, 7th Floor
Orlando, FL 32803
- Statement of No Proposal

Mr. Rumble stated the proposals would be reviewed by the City's Financial Advisor, whose recommendation would be presented to City Council.

Respectfully submitted,

Kay Mayes
Admin Assistant, Finance



ADVERTISEMENT

**CITY OF TAVARES
REQUEST FOR PROPOSAL
RFP 2014-0007
TO PROVIDE TAX-EXEMPT "BANK QUALIFIED" FINANCING**

PURPOSE OF SOLICITATION

The City of Tavares, Florida (the "City") will issue approximately \$690,000 in an aggregate not-to-exceed principal amount, to finance the purchase of eight (8) marked and four (4) unmarked police vehicles as well as one (1) sanitation vehicle. The proposed loan will be secured and payable by covenant to annually budget and appropriate non ad valorem revenues of the City sufficient to pay the principal and interest on the loan. The City shall accept and review proposals from qualified banking institutions. Proposals for a "Bank-Qualified," tax-exempt fixed rate loan should be submitted based upon the proposed financing structure as indicated in the bid documents. The City will select the bank financing that provides the lowest overall borrowing cost to the City and meets the financing requirements of the City. First Southwest Company ("FirstSouthwest"), Orlando, Florida, as the City's Financial Advisor, will be assisting the City in obtaining the "Bank Qualified" Bank Loan.

Sealed bids are invited by the City of Tavares, to be received at the office of the City Clerk, 201 East Main St., Tavares, Florida 32778 so as to be received not later **than 2:00 PM on Feb 28th, 2014.** ***Bids received after this specified time and date will not be considered. Please submit one (1) original, three (3) copies and one (1) digital copy, preferably in PDF format.***

Bidders with access to DemandStar.com can obtain the Bid documents by calling 800-711-1712, or on the web at <http://www.demandstar.com>. Complete bid documents may be reviewed and/or obtained at the City of Tavares, Florida, 32778. For further information contact: John Rumble, Purchasing Manager, at Tavares City Hall, 201 E Main St., Tavares, Florida 32778, jrumble@tavares.org phone: (352) 742-6131; fax (352) 742-6351.

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

City of Tavares, Florida

REQUEST FOR PROPOSAL

TO PROVIDE TAX-EXEMPT, BANK QUALIFIED FINANCING

Lease Purchase Revenue Note, Series 2014

RFP Issue Date: February 16th, 2014

Proposal Due Date: Feb 28th, 2014

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LINKS

Comprehensive Financial Audited Report – FYE 2010-2012

<http://www.tavares.org/DocumentCenter/View/1987> - 2012

<http://www.tavares.org/DocumentCenter/View/1710> - 2011

<http://www.tavares.org/DocumentCenter/Home/View/658> - 2010

Adopted FYE 2014 Annual Budget

<http://www.tavares.org/DocumentCenter/View/2194>

A. REQUEST FOR LOAN

The City of Tavares, Florida (the "City") will issue their Lease Purchase Revenue Note, Series 2014 (the "Series 2014 Note") in an aggregate principal amount not to exceed \$690,000. The Series 2014 Note will finance the purchase of eight (8) marked and four (4) unmarked police vehicles as well as one (1) sanitation vehicle.

The Note will be secured by a covenant to annually budget and appropriate non ad valorem revenues of the City sufficient to pay the principal and interest on the loan. The Proposal for a "Bank Qualified", tax-exempt fixed rate loan should be submitted based upon the proposed financing structure below.

The City shall accept and review proposals from qualified banking institutions. The City will select the bank financing that provides the lowest overall borrowing cost to the City and meet the financing requirements of the City. First Southwest Company ("FirstSouthwest"), Orlando, Florida, as the City's Financial Advisor, will be assisting the City in obtaining the bank loan.

B. STRUCTURE OF FINANCING

Amount:	Not to Exceed \$690,000
Settlement Date:	Expected March 21, 2014.
Rate:	Bank Qualified (BQ), fixed rate for entire term of the Note.
Prepayment:	The City requests the ability to prepay the loan without penalty. Other prepayment provisions will be considered.
Final Maturity:	April 1, 2019
Interest Payments Dates:	Quarterly on, January 1 st , April 1 st , July 1 st , and October 1 st . Commencing July 1, 2014.
Interest Compounding	None
Interest Day Count Method	Please specify in proposal
Quarterly Principal Payment Date:	Quarterly, commencing July 1, 2014.

C. SECURITY FOR THE LOAN

The security for the loan shall be secured by a covenant to budget and appropriate from legally available Non-Ad Valorem Revenues of the City in amounts sufficient to repay the principal and interest of the loan. Such covenant to budget and appropriate shall not prohibit the City from pledging such Non-Ad Valorem Revenues, or any portion thereof, to secure other debt issued in the future. The loan shall not be considered a general obligation of the City. Neither the full faith and credit nor taxing power of the City, State of Florida or any political subdivision thereof will be pledged to the payment of the loan.

D. TAX-EXEMPT OBLIGATION

The City will agree to take such actions as may be required by Treasury regulations in order to maintain the status of the Series 2014 Note as a tax-exempt obligation.

E. DOCUMENTATION

Bond Counsel shall prepare the Series 2014 Note and other documents to close the Loan. The selected bank will be furnished, without charge to the bank, the opinion of Akerman Senterfitt, the City's Bond Counsel, approving the legality of the Loan together with the closing certificates and documents related to the transaction. FirstSouthwest will also assist the City in structuring the loan to meet the financing objectives of the City.

At the closing of the Loan, the financial institution will be required to make certain certifications, including, but not limited to, signing a closing certificate that:

- a. **It is making the Loan for its own account, does not currently intend to syndicate the Loan, will take no action to cause the Loan to be characterized as a security, and will not treat the Loan as a municipal security for purposes of the securities law;**
- b. **it is not acting as a broker or other intermediary, and is funding the Loan from its own capital for its own account and not with a present view to a resale or other distribution to the public,**
- c. **the Loan will not be used in the future on a securitized transaction and is not a municipal security;**
- d. **it understands that the Loan is evidenced by a note and the note is issued in a single denomination equal to the aggregate principal amount of the Loan and may not be transferred except in whole and will not be transferred to any kind of trust under any circumstances, and confirming that it understands the Loan may not be transferred in denominations less than \$100,000 even in whole;**
- e. **the Loan will only be sold to a Permitted Lender in whole, in a denomination of not less than \$100,000, with the City's consent. The "Permitted Lender" means any bank, trust company, savings institution or insurance company that is engaged as a regular part of its business in making loan authorized to do business in the State of Florida;**

- f. the Lender is a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes;
- g. it is not funding the Loan for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes;
- h. understands that the Loans is not a municipal security and that no filing will be made with respect to the Loan with EMMA, the Municipal Securities Rulemaking Boards continuing disclosure site;
- i. there will be no CUSIPs obtained on the Loan; and
- j. there will be no credit rating obtained on the Loan

F. PROPOSAL FORMAT – SELECTION CRITERIA

Proposals will be evaluated on the basis of cost and the structure that best meets the financing requirements of the City.

Further, the City will accept proposals that provide for the ability to prepay the Loan in whole or in part at any time without penalty. Prepayment penalties will be considered.

In order to assist the City and FirstSouthwest in reviewing the responses, each proposal should include the following information.

- (1) The legal name of the Bank and the primary Bank contact person(s) (include address, telephone number, facsimile number, and e-mail address).
- (2) Fixed Interest Rates for the full term of the Loan. The bidder shall give a stated time in which the proposed rate will be held as well as the index in which the rate shall be calculated should the stated time elapse.
- (3) Describe in detail all fees and expenses which the City will be responsible to pay to the Bank including its legal counsel. The City has retained the law firm of Akerman Senterfitt to prepare the tax opinion and bond resolution. The amounts stated in the proposal shall represent the maximum amounts payable to the Bank by the City. All fees and expenses, with the exception of those of Bond Counsel and FirstSouthwest, in excess of those stated in the proposal shall be the sole responsibility of the Bank and will not be paid or reimbursed by the City.
- (4) A listing of all conditions, covenants, terms or restrictions, other than those specified in this RFP, which would be included in your commitment to provide the Loans.

G. MISCELLANEOUS

- (1) The City will not accept proposals with reserve requirements or other restrictions to revenues or requirements to maintain minimum balances in any bank account as a condition for the Loans.
- (2) The City reserves the right, in its sole discretion, to accept or reject any and all bids, to waive any irregularities or informalities in any bid or in the bidding, and to accept or reject any items or combination of items. If a bank financing proposal is selected, the award will be to the financial institution whose response best complies with the requirements set forth in this RFP and whose bid, in the opinion of the City and Financial Advisor is best, taking into consideration all aspects of the offeror's response.
- (3) Changes to this RFP may be made by and at the sole discretion of the City.
- (4) The City will not be liable for any expenses incurred in connection with the preparation of a response to this RFP.
- (5) The bidder is required to conduct its own investigation and evaluation of the creditworthiness of the Loan. The Proposal has provided a link to the City's Website (<http://www.tavares.org/>) which has information regarding the City and its financial statements. Additional financial information will be provided upon request by the bidder and is NOT in any way intended to relieve the bidder of its responsibility to investigate all relevant or material facts in reaching a credit decision with respect to the loan. **All requests for clarification or additional information should be directed to:**

**Mr. John Rumble
Purchasing Manager
City of Tavares, FL
(352) 742-6131 Ph
(352) 742-6351 Fax
jrubble@tavares.org**

- (6) Federal, State, City and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bank will in no way be a cause for relief from responsibility.
- (7) No successful offeror may assign any portion of the contractual agreement between the parties without prior written authorization by the City.
- (8) Warranties – The offeror, in submission of its proposal, warrants to the City that it will comply with all applicable federal, state and local laws, regulations and orders in providing the services under the proposed documents.

H. TENTATIVE SCHEDULE*

The City will attempt to adhere to the following schedule:

February 16, 2014	Issue Request for Proposal (RFP)
February 28, 2014	Bank Proposals Due Prior to 2:00 P.M.
March 19, 2014	City Council meeting - approval of loan documents
March 21, 2014	Closing of the Loan

*Subject to change.

I. RFP INSTRUCTIONS

Please submit **one (1) original, three (3) copies** and **one (1) digital copy** to the City, preferably in PDF format on or before 2:00 PM on February 28th, 2014 and **one (1) electronic copy** to FirstSouthwest as follows:

City of Tavares

Office of the City Clerk
City of Tavares
201 E. Main Street
Tavares, FL 32778
(352) 742-6131 Ph
(352) 742-6351 Fax
nbarnett@tavares.org

FirstSouthwest

Mr. Mark P. Galvin
Senior Vice President
First Southwest
450 S. Orange Ave., Suite 460
Orlando, Florida 32801
(407) 426-9611 Ph
(407) 426-7835 Fax
mark.galvin@firstsw.com

INSTRUCTIONS TO PROPOSERS

In order to be considered responsive, all Proposals must be made in accordance with these Instructions to Proposers.

1. Examination of RFP Documents: It is the responsibility of each Proposer before submitting a Proposal, to: a) Examine the RFP Documents thoroughly; and b) consider federal, state and local laws and regulations, and local conditions that may affect cost, progress, or performance of the project.
2. Questions: All questions regarding this RFP must be in writing and mailed or faxed to the Purchasing Division, 201 E. Main Street, Tavares, Florida 32778, (352) 742-6351 (fax), or e-mailed to jrumble@tavares.org. Written replies will be issued to all Proposers of record.
3. Definitions: Whenever in these Instructions, the terms defined in the Contract are used (or pronouns used in place of them), the intent and meaning of such terms shall be interpreted as indicated in the Contract.
 - a. Proposal means an executed formal document submitted to the City stating the goods, consultant services, and/or services, as applicable, offered by the proposer to satisfy the needs as requested in the request for proposal.
 - b. Contract means the Service Agreement between the successful proposer as vendor and the City of Tavares in the form attached to and included in the RFP Documents.
 - c. RFP Documents means the Contract and these Instructions to Proposers.
 - d. Contractor means any person having a contract with the City of Tavares.
 - e. Vendor means an actual or potential supplier of goods, services, and/or consultant services.
4. Proposal Package: Proposals shall be made in the manner set forth herein. The Proposal Package shall consist of: 1) a proposal statement setting forth in detail how the Proposal meets the proposal requirements and evaluation factors and, where applicable, the cost of the goods, consultant services and/or services proposed; 2) identification of any and all proposed subcontractors and project team members, including professional resumes and applicable licensure or registration information; 3) evidence of insurance of the types and in the amounts set forth in the RFP Documents; 4) evidence of required registration and/or licensure as set forth in the RFP Documents.
5. Submittal: Submit entire Proposal Package in an opaque, sealed envelope in accordance with the Request for Proposals/Advertisement. Identify the envelope with: (1) Project Name, (2) Name and address of Proposer, and (3) RFP number. All items in the Proposal Package required for responsive Proposal shall be included. **Submittals shall be bound by staple or binder clipped and shall consist of paper only. All other binders, plastic separators, non-recyclable material, etc. are prohibited. Submittals will not be evaluated on the aesthetic of the package. Facsimile proposals will not be accepted.** It is the responsibility of the Proposer to ensure that the Proposal Package is complete and received at the proper time.
6. Withdrawal of Proposal: The Proposal may be withdrawn by the Proposer by means of a written request, signed by the Proposer or its duly authorized representative. Such written request must be delivered to the place specified in the Request for Proposals/Advertisement for the receipt of Proposals prior to the scheduled closing time for receipt of Proposals. Modifications will not be accepted or acknowledged.

7. Disqualification: More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the City believes that collusion exists among Proposers, all Proposals will be rejected.
8. Evaluation Factors: The evaluation factors include, but are not limited to, capability; qualifications, experience; past performance with other entities and/or the City of Tavares, cost and structure pursuant to Section E – Selection Criteria.
9. Proposal Evaluation: The City shall award to the responsive and qualified Proposer whose proposal is determined to be the most advantageous to the City.
10. Standard of Qualification: All awards made by the City, whether obtained by invitation to bid/advertisement, or request for information, proposal, or quotation, shall consider whether the prospective contractor/vendor meets the standard of qualification. Factors to be considered in determining whether the standard of qualification has been met shall include whether a prospective contractor/vendor has:
 - a. available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
 - b. a satisfactory record of performance;
 - c. a satisfactory record of integrity;
 - d. the legal ability to contract with the City; and
 - e. supplied all necessary information in connection with the inquiry concerning responsibility including but not limited to any licenses, permits, or organization papers required.
11. Vendor Responsibility: The prospective vendor shall supply information requested by the City concerning the qualification of such vendor. If such vendor fails timely to supply the requested information, the City shall base the determination of qualification upon any available information, or may find the prospective vendor non-qualified if such failure is unreasonable.
12. Reservation of Rights: The City of Tavares reserves the right to waive any informality or irregularity in any Proposal received, or reject any and/or all Proposals, or re-advertise. The City reserves the right to cancel the award of any Contract at any time before the execution of such Contract by all parties without any liability to the Owner. For and in consideration of the City considering Proposals submitted, the Proposer, by submitting its Proposal, expressly waives any claim to damages, of any kind whatsoever, in the event the Owner exercises its right to cancel the award in accordance herewith. In the event only one responsive proposal is received, the City reserves the right to negotiate and award to the sole Proposer; re-advertise the request for proposal, with or without making changes to the evaluation factors; or elect not to proceed. The City of Tavares reserves the right to select, from among the various Proposal alternates, those alternates to be included in the final Contract as well as the right and option to award or re-solicit Proposal alternates in any sequence or at any time deemed to be in the best interest of the City.
13. Award: Notice of the intent to award shall be posted at the location set for proposal submission for a period of (5) business days. The award shall be made in accordance with the provisions of the request for proposal.
14. Execution of Contract: The Contract between Proposer and City shall be in the form of the "Service Agreement". The successful Proposer shall assist and cooperate with the City in executing the Contract, and within fourteen (14) calendar days following its presentation shall execute same and return it to the

City along with the Insurance Certificates and any other documentation that may be required by the Contract Documents to be submitted at that time.

15. Registration or License: All Proposers shall provide proof that they are properly licensed, certified or registered by the State of Florida. Failure to comply with this condition shall result in rejection of the Proposal.

16. Proof of Insurance:

The successful bidder shall be required to furnish evidence of insurance(s) to the City as set forth below. In the event any Consultant cannot obtain the insurance required herein, he shall submit a letter addressed to the Purchasing Manager setting forth the reason(s) he/she cannot obtain such insurance. That letter shall contain alternative insurance levels to be obtained by the Consultant. That letter and its contents shall be considered to be part of the Consultant's Response to the Request for Qualifications.

- a) The successful firm shall provide Worker's Compensation insurance as required by law.
- b) Worker's Compensation for Employer's Liability Insurance. Statutory requirements for Worker's Compensation and employer's liability of \$500,000 each accident, \$500,000 disease policy limit, and \$500,000 per occurrence.
- c) Business Automobile Insurance. This coverage should include all owned, hired, and non-owned vehicles at a minimum combined single limit of \$1,000,000.
- d) General Liability Insurance. Commercial general liability coverage, including coverage for Personal & Advertising Injury, Products & Completed Operations, Contractual Liability and Independent Contractors, with a minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. **Accord forms marked "Policy" or "Location" shall be considered non-compliant.** Instead, check "Project" (meaning the "Contract") for the aggregate limit. **Add this text** "'No exclusion should apply for Fellow Employees, Cross Liability, or Insured vs. Insured on the policy. Certificate Holder must be listed as Additional Insured including Completed Operations coverage.
- e) Professional Liability. Professional liability insurance at a minimum limit of \$1,000,000.
- f) Consultant agrees to provide the insurance written by a carrier licensed to do business in the State of Florida. To the extent available, the policy shall be an occurrence form, not a claims-made policy. The insurance company selected shall be rated A or better, per the A. M. Best's Key Rating Guide. Provide the **"City of Tavares Project Name and Contract Number"**, or this Certificate will be rejected since we will be unable to match the Certificate to the work contemplated. Provide **all** text stated in the "Description of Operations . . ." section and on page 2 of our sample Certificate.
- g) A certificate of insurance shall be provided to the Purchasing Manager for review and approval, five (5) business days after notice of technical selection. The Certificate shall provide for the City of Tavares to be named as an additional insured for work under this Agreement.
- h) Liability Limits should be shown as "Primary".

The City shall be given 30 days prior written notification of Consultant's intent to cancel or modify any required insurance. Any notification less than 30 days shall be considered nonresponsive.

17. Public Entity Crimes: Pursuant to Florida Statutes section 287.133(2)(a), all Proposers are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount

provided in Florida Statutes section 287.017 for CATEGORY TWO (currently \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. A "Public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with the State of Florida, any of its departments or agencies, or any political subdivision of the State of Florida, or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

18. Taxes: Cost of all sales and other taxes for which the Proposer is liable under the Contract shall be included in the Proposal.
19. Utilization of Small Business Concerns: It is the Policy of the United States, the State of Florida, or the City that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, hubzone small business concerns, small disadvantaged business concerns, and women-owned small business concerns (hereinafter "small business concerns") shall have the maximum practicable opportunity to participate in performing contracts, including contracts and subcontracts. It is further the policy that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns. The contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The contractor further agrees to cooperate in any studies or surveys as may be conducted by the appropriate government agency as may be necessary to determine the extent of the contractor's compliance with this clause.
20. Disadvantaged Business Enterprise: Contractors, consultants, sub-contractors and/or subrecipients shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation (DOT) assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract which may result in termination of the contract or such other remedy as the recipient deems appropriate.
21. Precontractual Expenses: The City shall not, in any event, be liable for any pre-contractual expenses incurred in the preparation of its proposal prior to issuance of the project Notice to Proceed. Pre-contractual expenses are defined as expenses incurred by the Contractor(s) in: Preparing and submitting proposal(s) to the City; Negotiations with the City on any matter related to the contract terms, professional fees, and schedule; Any other expenses incurred by the Contractor(s) prior to reaching agreement in advance of the date of award of the proposed contract.
22. Additional Vendor Requirements: The successful bidder(s) will be required to monitor the performance of his employee on a periodic basis while they are assigned to the City. The successful bidder(s) is required to comply with the Immigration Reform Act of 1986 (IRCA) which requires all individuals hired after November 6, 1986, to provide employers with proof of citizenship or authorization to work in the United States.

END OF INSTRUCTIONS TO PROPOSERS

**CITY OF TAVARES, FLORIDA
STATEMENT OF "NO PROPOSAL"**

If you do not intend to bid on this requirement, please complete and return this form prior to date shown for receipt of bids to: City of Tavares Purchasing Division, 201 E. Main Street, Tavares, FL 32778.

We have declined to submit a Proposal for RFP # _____ for the following reasons:

- Specifications too "restrictive", i.e., geared toward one brand or manufacturer
(please explain)
- Insufficient time to respond
- We do not offer this product or equivalent
- Our product schedule would not permit us to perform
- Unable to meet specifications
- Unable to meet bond requirements
- Specifications unclear (please explain)
- Other (please specify)

Remarks: _____

We understand that if the "no proposal" form is not executed and returned, our name may be deleted from the list of qualified bidders for the City of Tavares for future projects.

Company name

Address

Telephone & Fax Number

Typed name and title

Signature

Date



BB&T Governmental Finance

255 S. Orange Avenue
Orlando, FL 32801
(407) 241-3570
Fax (877) 320-4453

February 28, 2014

Nancy Barnett
City Clerk
City of Tavares
201 East Main Street
Tavares, FL 32778

Dear Ms. Barnett,

Branch Banking and Trust Company (“BB&T”) is pleased to offer this proposal for the financing requested by the City of Tavares (“City”).

- (1) **Project:** Lease Purchase Revenue Note, Series 2014
- (2) **Amount To Be Financed:** Not to exceed \$690,000.00
- (3) **Interest Rates, Financing Terms and Corresponding Payments:**

<u>Final Maturity</u>	<u>BQ Rate</u>
April 1, 2019	1.33%

Principal and interest payments will be paid quarterly, commencing July 1, 2014. Interest on the principal balance will accrue based on a 30/360 day count basis. Upon being awarded this transaction, BB&T must approve the final amortization schedule.

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

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

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

The financing documents shall also include provisions that will outline appropriate changes to be implemented in the event that this transaction is determined to be taxable or non bank qualified in accordance with Florida State Statutes or the Internal Revenue Service code. These provisions must be acceptable to BB&T.

The stated interest rate assumes that the City expects to borrow less than \$10,000,000 in the calendar year 2014 and that the financing shall comply with the IRS Code Sections 141, 148, 149(e) and 265(b)(3). BB&T reserves the right to terminate its interest in this bid or to negotiate a mutually acceptable rate if the financing is not a qualified tax-exempt financing.

(4) Prepayment Language:

The financing documents shall allow for the prepayment of the principal balance in whole on a scheduled payment date at par.

(5) Financing Documents:

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

(6) Security:

The Note shall be secured by a covenant to budget and appropriate from all legally available Non-Ad Valorem Revenues of the City in amounts sufficient to repay the principal and interest on the Note when due.

* * * * *

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

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

Please call me at (407) 241-3570 with your questions and comments. We look forward to hearing from you.

Sincerely,

BRANCH BANKING AND TRUST COMPANY



Michael C. Smith
Vice President

450 South Orange Ave, Suite 460
Orlando, FL 32801

407.426.9611 Direct
407.426.7835 Fax

Mark P. Galvin
Senior Vice President

mark.galvin@firstsw.com

Date: March 12, 2014

To: Lori Houghton, Finance Director

Subject: City of Tavares, FL
Lease Purchase Revenue Note, Series 2014 – Bank Loan RFP

FirstSouthwest, in our role as Financial Advisor, assisted the City of Tavares (the “City”), Florida in issuing a Request for Proposals (“RFP”) for a bank loan in an amount not to exceed \$690,000. The City, under purchasing guidelines, posted the RFP on its web site, advertised the RFP, and made it available to bidders on www.demandstar.com on February 16, 2014. The purpose of the RFP is to provide “Bank Qualified” financing to finance the purchase of eight (8) marked and four (4) unmarked police vehicles as well as one (1) sanitation vehicle.

The objective of the RFP was to obtain financing with the lowest costs while providing maximum flexibility to the City. The RFP asked for proposals that would provide the City with a 5 year bank loan with the option to prepay the loan at anytime with or without a prepayment penalty.

On February 28, 2014 the City received a total of five (5) responses by the stated 2:00 pm deadline. Proposals were received from the entities listed below and summarized in the attached table:

- The Bancorp Bank d/b/a Mears Motor Leasing
- BB&T Governmental Finance
- Pinnacle Public Finance
- US Bancorp
- United Southern Bank

Recommendation

After reviewing all of the RFP responses and discussing these proposals with City Staff, it is FirstSouthwest's opinion that the BB&T proposal meets the objectives of this RFP including low cost of capital and maximum flexibility. Highlights include:

- (1) Provided a low locked in 1.33% interest rate. Their rate is locked in for 45 days, and not an indication rate that is subject to change eliminating the interest rate risk from now till closing.
- (2) Limited tax provisions that reduce risk associated with a change in the marginal corporate tax rate.
- (3) The proposal provided for prepayment of the principal balance in whole on a scheduled payment date without any penalty.
- (4) While the Bancorp / Mears proposal provides a lower total debt service cost compared to the BB&T proposal, their proposed master lease agreement includes covenants and conditions which both bond counsel and the city's counsel could not approve. The concern of the additional time and costs to negotiate the agreement would offset the financial benefits associated with their bid.
- (5) FirstSouthwest therefore recommends that the City accept the BB&T proposal.

City of Tavares, FL
 Lease Purchase Revenue Note, Series 2014
 Proposal Responses
 February 28, 2014

Bank:	The Bancorp Bank d/b/a Mears Motor Leasing	BB&T Governmental Finance	Pinnacle Public Finance	US Bancorp	United Southern Bank
Size	\$690,000	\$690,000	\$690,000	\$690,000	\$690,000
Final Maturity	April 1, 2019	April 1, 2019	April 1, 2019	April 1, 2019	April 1, 2019
Tax Status	Bank Qualified	Bank Qualified	Bank Qualified	Bank Qualified	Bank Qualified
Call Feature / Penalty	No prepayment penalty	No prepayment penalty	Subject to prepayment in full, but not in part, with 2% prepayment penalty. Subject to negotiation	Option 1: 3% prepayment penalty Option 2: Prepayment permitted at PAR	No prepayment penalty
Fixed Rate	1.00%	1.33%	2.15%	Option 1: 1.606% Option 2: 1.671%	2.27%
Date Rate held until	Held for 60 days from the date of the proposal response date	Held for a closing date not later than 45 days of proposal response date	Held for 45 days	Rates held until April 25, 2014	Held for a closing date of March 31, 2014. If the issues closes after 3/31 the interest rate will be determined based the sum of the 5 yr Swap Rate plus 0.60%
Tax Information	None	Determination of Taxability	Gross up provision	None	Gross up provisions
Other Covenant Requirements	Bancorp will require that they be listed as lienholder on each vehicle.	New money financing proceeds shall be deposited on behalf of the City into a project fund account with BB&T -- Financing documents shall include provisions that will outline appropriate changes to be implemented in the event that the transaction is determined to be taxable	Subject to credit approval -- Gross-Up Provision -- Default rate of 4% to be included in the documents -- Pinnacle will require the option to assign, in whole or in part all rights, title, interest, and obligations to a "qualified institutional buyer(s)" -- Audited financial statements within 180 days of FYE -- Prepayment penalty and counsel fees are subject to negotiation	Subject to credit review -- Funds will be deposited into a no fee U.S. Bank, N.A. Escrow account at closing -- No external bank counsel will be used -- 30/360	30/360 day count -- Audited financial statements within 270 days of FYE -- Loan documents shall include other terms and conditions customary for the proposed transaction.
Legal Expense / Bank Fees	\$0	\$3,500	No Fee provided	\$0	\$2,500
Main Contact	Karrie-Linn Velms Assistant Vice President - District Sales Mgr. (407) 253-4505	Michael C. Smith Vice President (407) 241-3570	Blair Swain Vice President (480) 419-3634	Denise Beauchamp Vice President (904) 284-3520	Robert (Rob) P. Adrid Executive Vice President (352) 483-5897

City of Tavares, Florida

RFP Response Analysis Summary for:
Lease Purchase Revenue Note, Series 2014
Friday, February 28, 2014

Bank:	The Bancorp Bank	BB&T	Pinnacle Public Finance	US Bancorp Option 1	US Bancorp Option 2	United Southern Bank
Call Penalty:	No Penalty	No Penalty	2% Penalty	3% Penalty	No Penalty	No Penalty
Date	Debt Service	Debt Service	Debt Service	Debt Service	Debt Service	Debt Service
4/1/2015	\$ 129,481	\$ 131,330	\$ 133,422	\$ 131,549	\$ 131,772	\$ 134,368
4/1/2016	129,481	131,330	133,422	131,549	131,772	134,368
4/1/2017	129,481	131,330	133,422	131,550	131,772	134,368
4/1/2018	129,481	131,330	133,422	131,549	131,772	134,368
4/1/2019	129,481	131,330	133,422	131,549	131,772	134,368
Total	\$ 647,407	\$ 656,651	\$ 667,111	\$ 657,747	\$ 658,862	\$ 671,840

- Preliminary / Subject to Change.
- Assumes 30/360 Interest Day Count Method
- Estimated Cost of Issuance of Approximately \$25k Excluding Bank Counsel Fee



All of **us** serving you®

Government Leasing and Finance

February 26, 2014

City of Tavares, FL

At your request, U.S. Bancorp Government Leasing and Finance, Inc. ("USBGLF") has prepared for your consideration the following proposal for financing ("Proposal"). **This is only a proposal and does not represent a commitment by U.S. Bancorp Government Leasing and Finance, Inc.**

Interest Rate:

1.606% - Prepayment permitted at 103%

1.671% - Prepayment permitted at PAR

Interest Rate Expiration: April 25, 2014

Interest Day Count Method: 30/360, see attached amortization schedules

Notes. Funds will be deposited into a no fee U.S. Bank N.A. escrow account at closing. We expect to use standard documentation and no external bank counsel. There are no additional fees or expenses. Prepayment is permitted on any payment date.

The financing will be structured as a Master Tax-exempt Installment Payment Plan, with title in the Borrower's name and USBGLF holding a secured by a covenant to budget and appropriate non ad valorem revenues of the City. The Installment Payment Plan is "triple-net" with the Borrower responsible for taxes, maintenance and insurance. Documentation will be provided by USBGLF, including (i) standard representations, warranties and covenants by the Borrower pertaining to the accuracy of information, organization, authority, essential use, compliance with laws, pending legal action, location and use of collateral, insurance, financial reporting and financial covenants; and (ii) standard USBGLF provisions pertaining to events of default and remedies available upon default. This offer is subject to the execution of all documentation by the Borrower within a reasonable time and in form and substance acceptable to Borrower, USBGLF and USBGLF's counsel, including terms and conditions not outlined in this Proposal.

This Proposal is conditioned on there being no material adverse change in the financial condition of the Borrower. Additionally, the terms and conditions outlined herein are subject to final review and approval (including collateral and essential use review) by USBGLF's business, legal, credit, and equipment risk management personnel. If you would like to proceed, please complete the Essential Use Application and return along with a link to your 3 most recent Comprehensive Annual Financial Reports.

Thank you for the opportunity to present this proposal. Other financing options are available on request.

Sincerely,

Denise Beauchamp
Vice President
Direct (904) 284-3520
denise.beauchamp@usbank.com

Tavares - Prepayment @ 103%

Compound Period : Quarterly

Nominal Annual Rate : 1.606 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	03/21/2014	690,000.00	1		
2 Payment	07/01/2014	35,990.54	20	Quarterly	04/01/2019

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	03/21/2014				690,000.00
1	07/01/2014	35,990.54	3,110.31	32,880.23	657,119.77
2	10/01/2014	35,990.54	2,638.34	33,352.20	623,767.57
3	01/01/2015	35,990.54	2,504.43	33,486.11	590,281.46
4	04/01/2015	35,990.54	2,369.98	33,620.56	556,660.90
5	07/01/2015	35,990.54	2,234.99	33,755.55	522,905.35
6	10/01/2015	35,990.54	2,099.46	33,891.08	489,014.27
7	01/01/2016	35,990.54	1,963.39	34,027.15	454,987.12
8	04/01/2016	35,990.54	1,826.77	34,163.77	420,823.35
9	07/01/2016	35,990.54	1,689.61	34,300.93	386,522.42
10	10/01/2016	35,990.54	1,551.89	34,438.65	352,083.77
11	01/01/2017	35,990.54	1,413.62	34,576.92	317,506.85
12	04/01/2017	35,990.54	1,274.79	34,715.75	282,791.10
13	07/01/2017	35,990.54	1,135.41	34,855.13	247,935.97
14	10/01/2017	35,990.54	995.46	34,995.08	212,940.89
15	01/01/2018	35,990.54	854.96	35,135.58	177,805.31
16	04/01/2018	35,990.54	713.89	35,276.65	142,528.66
17	07/01/2018	35,990.54	572.25	35,418.29	107,110.37
18	10/01/2018	35,990.54	430.05	35,560.49	71,549.88
19	01/01/2019	35,990.54	287.27	35,703.27	35,846.61
20	04/01/2019	35,990.54	143.93	35,846.61	0.00
Grand Totals		719,810.80	29,810.80	690,000.00	

Tavares - Prepayment @ PAR

Compound Period : Quarterly

Nominal Annual Rate : 1.671 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	03/21/2014	690,000.00	1		
2 Payment	07/01/2014	36,051.67	20	Quarterly	04/01/2019

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	03/21/2014				690,000.00
1	07/01/2014	36,051.67	3,236.25	32,815.42	657,184.58
2	10/01/2014	36,051.67	2,745.39	33,306.28	623,878.30
3	01/01/2015	36,051.67	2,606.25	33,445.42	590,432.88
4	04/01/2015	36,051.67	2,466.53	33,585.14	556,847.74
5	07/01/2015	36,051.67	2,326.23	33,725.44	523,122.30
6	10/01/2015	36,051.67	2,185.34	33,866.33	489,255.97
7	01/01/2016	36,051.67	2,043.87	34,007.80	455,248.17
8	04/01/2016	36,051.67	1,901.80	34,149.87	421,098.30
9	07/01/2016	36,051.67	1,759.14	34,292.53	386,805.77
10	10/01/2016	36,051.67	1,615.88	34,435.79	352,369.98
11	01/01/2017	36,051.67	1,472.03	34,579.64	317,790.34
12	04/01/2017	36,051.67	1,327.57	34,724.10	283,066.24
13	07/01/2017	36,051.67	1,182.51	34,869.16	248,197.08
14	10/01/2017	36,051.67	1,036.84	35,014.83	213,182.25
15	01/01/2018	36,051.67	890.57	35,161.10	178,021.15
16	04/01/2018	36,051.67	743.68	35,307.99	142,713.16
17	07/01/2018	36,051.67	596.18	35,455.49	107,257.67
18	10/01/2018	36,051.67	448.07	35,603.60	71,654.07
19	01/01/2019	36,051.67	299.33	35,752.34	35,901.73
20	04/01/2019	36,051.67	149.94	35,901.73	0.00
Grand Totals		721,033.40	31,033.40	690,000.00	



Government Leasing and Finance, Inc.

References:

Putnam County School District, FL
Rhonda D. Odom, Chief Financial Officer
Palatka, FL 32177
(386) 329-0513

City of Oakland Park
Bill Underwood, Director Financial Services & ITS
Phone: (954) 630-4252

City of Lakeland, FL
Mike Brossart, Assistant Finance Director
Phone: (863) 834-6200

City of Cape Coral, FL
Laura Tanner, Treasury Manager
Phone: (239) 574-0494

City of Sanford, FL
Cynthia Lindsay, Finance Director
Phone: (407) 688-5020

Audited Financial Statement Link:

<http://phx.corporate-ir.net/phoenix.zhtml?c=117565&p=irol-reportsannual>

<http://phx.corporate-ir.net/phoenix.zhtml?c=117565&p=irol-quarterlyearnings>

U.S. Bancorp **Fact Sheet**

U.S. Bancorp information: As of December 31, 2013
Ratings information: As of February 21, 2014



U.S. Bancorp Fourth Quarter 2013 financial results announced January 22, 2014—performance clearly shows benefits of our diverse mix of businesses and prudent risk management

4Q 2013 Highlights included:

- Industry-leading performance measures
- Growth in average total loans of 5.7 percent over the fourth quarter of 2012
- Strong new lending activity of \$58.4 billion during the fourth quarter
- Continued strong growth in average total deposits of 5.4 percent over the fourth quarter of 2012
- Credit quality continues to be very strong, as total net charge-offs and nonperforming assets declined, again, in the fourth quarter.

Highlights for the full year 2013 included:

- Record full year 2013 net income of \$5.8 billion, 3.3 percent higher than 2012
- Record full year diluted earnings per common share of \$3.00, 5.6 percent higher than 2012
- Industry-leading performance measures
- Continued to generate significant capital each quarter, while returning a majority of earnings to shareholders in the form of share buybacks and dividends.

On January 7, U.S. Bank announced the purchase of a Chicago branch franchise owned by RBS Citizens Financial Group which will nearly double market share in this important market within our footprint, strengthening our position and adding products, services and convenience for new and existing customers.

USB Capital Position

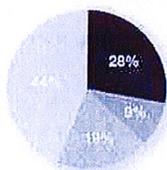
	4Q13 USB	"Well Capitalized" Requirements
Tier 1 capital ratio	11.2%	6.0%
Total risk-based capital ratio	13.2%	10.0%
Leverage ratio	9.6%	5.0%
Tier 1 common equity to risk-weighted assets ratio	9.4%	
Tangible common equity to tangible assets	7.7%	

Estimated common equity tier 1 to risk-weighted assets ratio of 8.8 percent using final rules for the Basel III standardized approach

2013 4th Quarter Statistics

Ranking	U.S. Bank is 5th largest U.S. commercial bank
Period-end assets	\$364 billion
Period-end deposits	\$262 billion
Period-end loans	\$235 billion
Customers	17.9 million
Bank branches	3,081
ATMs	4,906
NYSE symbol	USB

Revenue Mix by Business Line



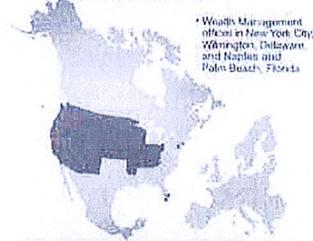
- Payment Services
- Wealth Management and Securities Services
- Wholesale Banking and Commercial Real Estate
- Consumer and Small Business Banking

*Full year 2013 taxable-equivalent basis
Excluding securities gains (losses) net
Revenue percentages exclude Treasury and Corporate support*

U.S. Bancorp Business Scope

Regional

Consumer & Business Banking and Wealth Management



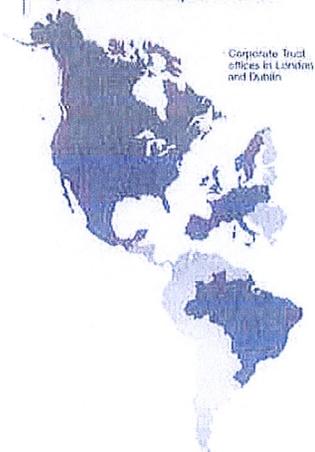
National

Wholesale Banking and Wealth Management & Securities Services



International

Payments and Corporate Trust



All of **us** serving you®



**Long Term Issuer
Credit Rating Definitions**

S&P	Moody's	Fitch	DBRS
AAA	Aaa	AAA	AAA
AA+	Aa1	AA+	AAH
AA	Aa2	AA	AA
AA-	Aa3	AA-	AAL
A+	A1	A+	AH
A	A2	A	A
A-	A3	A-	AL
BBB+	Baa1	BBB+	BBBH
BBB	Baa2	BBB	BBB
BBB-	Baa3	BBB-	BBBL
BB+	Ba1	BB+	BBH
BB	Ba2	BB	BB
BB-	Ba3	BB-	BBL
B+	B1	B+	BH
B	B2	B	B
B-	B3	B-	BL
CCC+	Caa1	CCC+	CCCH
CCC	Caa2	CCC	CCC
CCC-	Caa3	CCC-	CCCL
CC	Ca	CC	CCH
C	C	C	CC
D		DDD	CCL
		DD	CH
		D	C
			CL
			D

↑ Investment grade
↓ Below investment grade

U.S. Bancorp Ratings

S&P = **A+**
Moody's = **A1**
Fitch = **AA-**
DBRS = **AA**

The senior unsecured debt ratings established for U.S. Bancorp by Moody's, Standard and Poor's, Fitch, and Dominion Bond Rating Service reflect the rating agencies' recognition of the strong, consistent financial performance of the company and the quality of the balance sheet.

Long Term/Senior Debt Ratings

Holding Company: Peer Group

	Ratings as of 02/21/14							
	Moody's		S&P		Fitch		DBRS	
	Rating	Outlook	Rating	Outlook	Rating	Outlook	Rating	Outlook
1 U.S. Bancorp	A1	s	A+	s	AA-	s	AA	s
2 Wells Fargo & Co.	A2	s	A+	on	AA-	s	AA	s
3 BB&T Corp.	A2	on	A-	on	A+	s	AH	s
4 JPMorgan Chase & Co.	A3	s	A	on	A+	s	AH	s
5 PNC Financial Services	A3	s	A-	s	A+	s	AH	s
6 KeyCorp	Baa1	s	BBB+	s	A-	s	BBBH	s
7 Fifth Third Bancorp	Baa1	s	BBB+	s	A	s	AL	s
8 SunTrust Banks, Inc.	Baa1	s	BBB	op	BBB+	op	AL	s
9 Bank of America Corp.	Baa2	s	A-	on	A	s	AL	s
10 Regions Financial Corp.	Ba1	s	BBB-	op	BBB-	op	BBB	s

Holding Company: Others

	Ratings as of 02/21/14							
	Moody's		S&P		Fitch		DBRS	
	Rating	Outlook	Rating	Outlook	Rating	Outlook	Rating	Outlook
1 Bank of New York Mellon	A1	s	A-	on	AA-	s	AAL	s
2 State Street Corp.	A1	s	A+	on	A+	op	AAL	s
3 Northern Trust Corp.	A2	s	A-	s	AA-	s	AAL	s
4 Comerica Inc.	A3	s	A-	s	A	s	A	s
5 M&T Bank Corp.	A3	on	A-	on	A-	op	AL	s
6 Huntington Bancshares Inc.	Baa1	s	BBB	op	A-	s	BBB	op
7 Citigroup Inc.	Baa2	s	A-	on	A	s	AL	s
8 Zions Bancorporation	Ba1	s	BBB-	s	BBB-	op	BBBL	s

Bank Level: Peer Group

	Ratings as of 02/21/14							
	Moody's		S&P		Fitch		DBRS	
	Rating	Outlook	Rating	Outlook	Rating	Outlook	Rating	Outlook
1 U.S. Bank NA	Aa3	s	AA-	s	AA-	s	AAH	s
2 Wells Fargo Bank NA	Aa3	s	AA-	s	AA-	s	AAH	s
3 JPMorgan Chase	Aa3	s	A+	s	A+	s	AAL	s
4 BB&T Bank	A1	on	A	on	A+	s	AAL	s
5 PNC Bank	A2	s	A	s	A+	s	AAL	s
6 Bank of America	A2	s	A	on	A	s	A	s
7 KeyBank NA	A3	s	A-	s	A-	s	AL	s
8 Fifth Third Bank	A3	s	A-	s	A	s	A	s
9 SunTrust Bank	A3	s	BBB+	op	BBB+	op	A	s
10 Regions Bank	Baa3	s	BBB	op	BBB-	op	BBBH	s

Bank Level: Others

	Ratings as of 02/21/14							
	Moody's		S&P		Fitch		DBRS	
	Rating	Outlook	Rating	Outlook	Rating	Outlook	Rating	Outlook
1 Bank of New York Mellon	Aa2	s	AA-	s	AA-	s	AA	s
2 State Street	Aa3	s	AA-	s	A+	op	AA	s
3 Northern Trust Co.	A1	s	AA-	s	AA-	s	AA	s
4 Comerica Bank	A2	s	A	s	A	s	AH	s
5 M&T	A2	on	A	on	A-	op	A	s
6 Citibank NA	A2	s	A	s	A	s	A	s
7 Huntington National Bank	A3	s	BBB+	op	A-	s	BBBH	op
8 Zions	Baa3	s	BBB	s	BBB-	op	BBB	s

op = outlook positive
on = outlook negative
s = outlook stable
wu = watch uncertain
wn = watch negative
wp = watch positive
Accurate as of February 21, 2014

Deposit Products offered by U.S. Bank National Association, Member FDIC

U.S. Bancorp, including each of our subsidiaries, is an Equal Opportunity Employer and a Drug-Free Workplace

usbank.com





Robert P. Adrid
Executive Vice President
Commercial Banking
Post Office Box 1925
Eustis, Florida 32727
Phone (352) 483-5897
Fax (352) 589-0706

February 28, 2014

Office of the City Clerk
City of Tavares
201 E. Main Street
Tavares, FL 32778
nbarnett@tavares.org

RE: RFP No.: 2014-0007, Lease Purchase Revenue Note, Series 2014

Dear Sir or Madame:

United Southern Bank is pleased to provide this response to your Request For Proposal dated February 16, 2014. This response sets forth the general terms and conditions under which United Southern Bank (the "Bank") would provide financing to the City of Tavares, Florida (the "Borrower" or "City").

Contact Information:

United Southern Bank
Robert (Rob) P. Adrid
Executive Vice President/Commercial Banking
2701 S. Bay Street
Eustis, Florida 32726
Phone: (352) 483-5897
Fax: (352) 483-3056
Email: rob.adrid@unitedsouthernbank.com

Borrower: City of Tavares, Florida

Loan: Not to exceed \$690,000 Bank Qualified Tax-Exempt Loan subject to legal opinion acceptable to the Bank.

Purpose: To finance the purchase of eight (8) marked and four (4) unmarked police vehicles as well as one (1) sanitation vehicle.

Interest Rate: A "Bank-Qualified" tax-exempt fixed rate during the life of the loan equal to 2.27% so long as the loan closes on or before March 31, 2014. If closing occurs after such date, the actual rate for the loan shall be based on the sum of the five year Interest Rate Swap rate as published in the Federal Reserve Statistical Release H.15 (<http://www.federalreserve.gov/Releases/H15/Current>) plus 0.60%. If the 5 year Interest Rate Swap Rate is not published in Release H.15, the Interest Rate Swap Rate will be determined by linear interpolation between the yields reported in Release H.15. If for any reason Release H.15 is no longer published, the Bank shall select a comparable publication to determine the Interest Rate Swap Rate.

The interest rate quoted above assumes that the loan will be a bank-qualified tax exempt obligation and will be subject to a legal opinion as to the tax exempt status of the loan which is acceptable to the Bank and its counsel. In the event it is determined that the loan is taxable standard gross up provisions shall apply.

Repayment: Principal and interest shall be paid quarterly on each January 1st, April 1st, July 1st and October 1st beginning July 1, 2014. Prior to closing, Bank and Borrower will mutually agree upon the amount of quarterly principal payments. All interest shall be calculated based on a 30/360 day count.

Prepayment Penalty: The Borrower may prepay the loan in whole or in part at any time without penalty.

Maturity: April 1, 2019.

Security: The loan shall be secured by a covenant to budget and appropriate ("CBA") by the City. The City shall appropriate in its annual budget, from Non-Ad Valorem Revenues lawfully available to the City in each fiscal year, amounts sufficient for the payment of principal and interest on the note when due. The CBA language shall be acceptable to the Bank and its counsel (which may include a provision for the payment of essential governmental services but only to the extent as to no cause a violation of the Florida constitution).

Financial Information: During the term of the Loan, the Borrower shall provide to Bank annually, with 270 days following end of the Borrower's fiscal year, the Borrower's annual financial statements, prepared in accordance with GAAP and audited by an independent CPA.

Documentation/

Closing:

All legal documentation must be acceptable to the Bank and its counsel. All tax opinions, resolutions and other loan documents are to be prepared by the City's bond counsel. Expenses associated with the preparation of the above will be the obligation of the Borrower.

Fees and Expenses:

Borrower shall be responsible for and pay the following expenses incurred by Bank in connection with the loan:

- (a) Bank's legal counsel review and acceptance of all closing documents prepared by Borrower's counsel will not exceed \$2,500.

Other:

This is a term sheet and not intended to be all inclusive. The actual loan documents shall include other terms and conditions customary for the proposed transaction. These shall include but will not be limited to provisions that upon the occurrence of an event of default the Bank may accelerate the maturity of the loan, may charge a default interest rate equal to the maximum rate permitted by law and may impose a late payment fee of 5% of any amount not paid within 15 days of the due date. In addition, the loan documents will include a waiver of jury trial and mandatory arbitration provision. If the interest on the becomes subject to federal income taxation, the Bank's standard "gross-up" provision will apply, and among other things, the interest rate will increase to 154% of the otherwise applicable rate.

Expiration:

Unless accepted in writing below, this commitment to lend will expire on March 20, 2014. Should this commitment not close by April 30, 2014, then the Bank shall have no further obligation to extend credit hereunder.

On behalf of United Southern Bank, thank you for the opportunity to present this proposal to you. If you are in agreement with the above terms and conditions, please indicate acceptance by having an authorized representative sign below.

Very truly yours,



Robert (Rob) P. Adrid
Executive Vice President

Accepted and Agreed to this ___ day of _____, 2014.

BORROWER:

City of Tavares, Florida

(x) _____

By: _____

Its: _____

February 27, 2014

Office of the City Clerk
City of Tavares
201 E Main Street
Tavares, Florida 32778

**RE: Request for Proposal to Provide Tax-Exempt, Bank Qualified Financing
Lease Purchase Revenue Note, Series 2014**

Dear City Clerk,

Pinnacle Public Finance, Inc., a BankUnited Company, is pleased to respond to your financing request.

Corporate Overview: In October 2010, BankUnited acquired the municipal finance business from Koch Financial Corporation and now operates it under the name Pinnacle Public Finance, Inc. Pinnacle is headquartered in Scottsdale, Arizona and is a market leader in providing tax-exempt financing directly to its state and local government clients and through its vendor programs and alliances. With more than \$6 billion in financing and transactional experience in every state in the U.S., our team has the knowledge and the resources to fund complex programs that require innovative and flexible financing solutions.

As Koch Financial Corporation, our group managed a portfolio in excess of \$1 billion and 2,600 municipal leases. Since beginning operations as Pinnacle, we have funded nearly 700 municipal transactions totaling approximately \$750 million.

Our proposed terms and conditions are as follows:

Purchaser:	Pinnacle Public Finance, Inc. ("Pinnacle")
Issuer:	City of Tavares, Florida ("City")
Financial Advisor:	First Southwest Company ("Financial Advisor")
Bond Counsel:	Akerman Senterfitt ("Bond Counsel")
Purchaser's Counsel:	Chapman and Cutler LLP ("Purchaser's Counsel")
Issue Type:	Municipal loan structured as privately placed note/bond. The registered owner will be Pinnacle Public Finance, Inc. and Pinnacle requests physical delivery of the Note/Bond, printed on safety paper, with no CUSIP.
Transaction Amount:	Not to exceed \$690,000
Purpose:	Proceeds of the loan will be used to acquire police vehicles, a sanitation vehicle and pay the costs of issuance.

Security: The security for the loan will be a covenant to budget and appropriate from all legally available Non-Ad Valorem Revenues of the City in amounts sufficient to repay the principal and interest on the loan.

Term: Five (5) years. The loan will have a final maturity of April 1, 2019.

Interest Rate: 2.15%

Interest Rate

Expiration: The above rate is valid for forty-five (45) days.

Projected

Funding Date: Funding is expected to occur on or about March 21, 2014.

Payment

Frequency: Principal and interest will be paid quarterly, commencing July 1, 2014.

Debt Service

Requirements: Please see the attached Preliminary Debt Service Schedule.

Prepayment Terms:

The obligation is subject to prepayment in full, but not in part, on any payment date at a price equal to 102% of the remaining principal balance at that time. *Subject to negotiation.*

Documentation:

Pinnacle understands all financing documentation, including validity opinion will be prepared by Bond Counsel.

Pinnacle will require a gross up provision in the event the loan becomes taxable due to any actions or omissions of the City.

Pinnacle will require a default rate of 4% be included in the documents. *Subject to negotiation.*

It is our present intention to hold the bond to maturity; however, Pinnacle will require the option to assign, in whole or in part, all rights, title, interest, and obligations to a "qualified institutional buyer(s)" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended.

At closing, Pinnacle will provide a Lender's Certificate in substantially the same form as attached as "Exhibit A".

Pinnacle will request that the City agree to provide its CAFR within 180 days of the close of each fiscal year. Additionally, Pinnacle will request that the City agree to provide such other financial information as Pinnacle may reasonably request, including but not limited to, its annual budget for any prior or current fiscal year or subsequent fiscal years. *Subject to negotiation*

This proposal is subject to review and acceptance of all documents by Pinnacle and Purchaser's Counsel.

Fees/Closing Costs: The City will be responsible for any fees or expenses with respect to its (i) issuing costs, if any, (ii) City's legal counsel, if any, and (iii) title/registration fees. Pinnacle is willing to finance any of the City's expenses related to closing the transaction.

Pre-Close

Requirements:

Pinnacle will require a complete executed copy of the transcript by noon the day prior to funding (a scanned copy is acceptable). Ultimately, Pinnacle will require a complete transcript with original signatures.

Pinnacle's Role

As Purchaser:

Pinnacle will be acting in this transaction solely as purchaser for its own account and not as a fiduciary for the City or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor. Pinnacle has not provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of the City with respect to the proposed financing. The City will seek and obtain financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the financing from its own financial, legal and other advisors (and not from Pinnacle) to the extent that the City deems necessary or appropriate and desires to obtain such advice.

Credit Approval: This proposal is subject to final credit approval by Pinnacle.

Please feel free to call me at **480-419-3634** with any questions or further clarification.

Thank you for the opportunity to present this proposal.

Sincerely,



Blair Swain
Vice President, Direct Markets

Cc: Mark Galvin
First Southwest Company

Preliminary Debt Service Schedule

Totals:		\$730,036.20	\$40,036.20	\$690,000.00	Rate 2.1500%	
Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price	Outstanding Balance
	3/21/2014					\$690,000.00
1	7/1/2014	\$36,501.81	\$4,120.83	\$32,380.98	\$670,771.40	\$657,619.02
2	10/1/2014	\$36,501.81	\$3,534.70	\$32,967.11	\$637,144.95	\$624,651.92
3	1/1/2015	\$36,501.81	\$3,357.50	\$33,144.31	\$603,337.76	\$591,507.61
4	4/1/2015	\$36,501.81	\$3,179.35	\$33,322.46	\$569,348.86	\$558,185.15
5	7/1/2015	\$36,501.81	\$3,000.25	\$33,501.56	\$535,177.26	\$524,683.59
6	10/1/2015	\$36,501.81	\$2,820.17	\$33,681.64	\$500,821.99	\$491,001.95
7	1/1/2016	\$36,501.81	\$2,639.14	\$33,862.67	\$466,282.06	\$457,139.28
8	4/1/2016	\$36,501.81	\$2,457.12	\$34,044.69	\$431,556.48	\$423,094.59
9	7/1/2016	\$36,501.81	\$2,274.13	\$34,227.68	\$396,644.25	\$388,866.91
10	10/1/2016	\$36,501.81	\$2,090.16	\$34,411.65	\$361,544.37	\$354,455.26
11	1/1/2017	\$36,501.81	\$1,905.20	\$34,596.61	\$326,255.82	\$319,858.65
12	4/1/2017	\$36,501.81	\$1,719.24	\$34,782.57	\$290,777.60	\$285,076.08
13	7/1/2017	\$36,501.81	\$1,532.28	\$34,969.53	\$255,108.69	\$250,106.55
14	10/1/2017	\$36,501.81	\$1,344.32	\$35,157.49	\$219,248.05	\$214,949.07
15	1/1/2018	\$36,501.81	\$1,155.35	\$35,346.46	\$183,194.66	\$179,602.61
16	4/1/2018	\$36,501.81	\$965.36	\$35,536.45	\$146,947.49	\$144,066.16
17	7/1/2018	\$36,501.81	\$774.36	\$35,727.45	\$110,505.48	\$108,338.71
18	10/1/2018	\$36,501.81	\$582.32	\$35,919.49	\$73,867.60	\$72,419.22
19	1/1/2019	\$36,501.81	\$389.25	\$36,112.56	\$37,032.80	\$36,306.66
20	4/1/2019	\$36,501.81	\$195.15	\$36,306.66	-\$0.00	-\$0.00

Exhibit A:

LENDER'S CERTIFICATE

To: [Issuer]

Date: [Date of Issue]

Pinnacle Public Finance, Inc., a Delaware corporation (the "Lender"), is making a loan (the "Loan") to the [Issuer] (the "City") in the amount of \$xx,xxx,xxx. The Loan is evidenced by the City's [Name of Issue] (the "Bonds") issued by the City and purchased by the Lender. Pursuant to the terms of the Request for Proposals ("RFP") issued on behalf of the City, the Lender makes the following certifications. The Lender:

a. is a lender that regularly extends credit by purchasing or making loans in the form of state and local government obligations (such as the Loan) and is treating the Loan as a bank lending transaction and not as a municipal securities transaction; has knowledge and experience in financial and business matters that make it capable of evaluating the City, the Loan and the risks associated with entering into the Loan; has the ability to bear the economic risk of making the Loan; is a "qualified institutional buyer" as defined in Rule 144(a)(1) promulgated under the Securities Act of 1933, as amended; and is not acting as a broker, dealer, municipal advisor or municipal securities underwriter in connection with entering into the Loan;

b. is not acting as a broker or other intermediary, and is funding the Loan from its own capital for its own account and not with a present view to a resale or other distribution to the public;

c. understands that the Bonds may not be sold or assigned except in compliance with the transfer restrictions set forth therein;

d. agrees that the Loan (or any interest therein) will only be sold to a "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933, as amended, or to an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, as amended.

e. represents that it is a "qualified institutional buyer" as defined in Rule 144(a)(1) promulgated under the Securities Act of 1933, as amended;

f. is not funding the Loan for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of [Chapter 517, Florida Statutes](#);

g. understands that no offering statement, prospectus, offering circular, official statement or other disclosure document containing material information with respect to the City and the Loan are being or have been prepared and understands that neither the City nor any other party known to the City has undertaken to make any filing with respect to the Loan with EMMA, the Municipal Securities Rulemaking Board's continuing disclosure site;

h. understands that the City has not and does not intend to obtain CUSIP numbers with respect to the Loan; and

i. acknowledges that the City has not and does not intend to obtain any credit rating with respect to the Loan.

Pinnacle Public Finance, Inc.

By: _____

Name: Paul T. Haerle

Title: President



Financial services of The Bancorp Bank

February 27, 2014

Office of the City Clerk
City of Tavares
201 E. Main Street
Tavares, FL 32778
nbarnett@tavares.org

**RE: RFP for Tax-Exempt "Bank Qualified" Financing
Due February, 28 2014 at 2:00 P.M.**

To Whom it May Concern:

Please accept this letter as The Bancorp Bank/dba/ Mears Motor Leasing's submittal for the above-referenced RFP. The Bancorp Bank/dba/Mears Motor Leasing is pleased to submit the following finance proposal in the amount not to exceed \$690,000 to the City of Tavares for the following:

We have been providing financing and lease vehicles/equipment to municipalities throughout the United States for over twenty-six years.

Price Proposal:

Amount to be financed: \$690,000.00
Term: 5 Years
Rate: 1.00%
Anticipated closing date: March 21, 2014
1st Payment: July 1, 2014
Payment: 20 Quarterly payments in the amount of \$35,412.79

The rate offered is a Bank Qualified rate.

The rate quoted will remain in effect for **60** days from the opening date of the bid and will be locked in place at the time of the bid award.

The City of Tavares may early terminate the lease by paying the unpaid balance plus earned interest without a prepayment penalty.

If you would like assistance in purchasing the vehicles that you will be financing, please do not hesitate to contact us. We have purchase and lease specialists on hand to assist.

Attached is a copy of the five year amortization schedule for the \$690,000.00.

3905 El Rey Road, Orlando, FL 32808 • Phone 407-253-4464 • Fax 407-578-4924

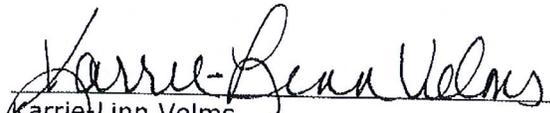
www.mearsleasing.com
A FINANCIAL DIVISION OF
The Bancorp Bank



There are no additional fees or expenses that would be applicable to this transaction. The Bancorp Bank will require that we be listed as lienholder on each vehicle.

The primary contact for this requirement will be Karrie-Linn Velms, kvelms@thebancorp.com. Karrie-Linn has been with Mears Motor Leasing for almost four years coming to The Bancorp from another leasing company that was located in the North East where she worked for them for 16 years. Karrie-Linn has been involved in all facets of the leasing business over the years, from ordering of vehicles to processing the finance paperwork to day to day contract management for Federal and Municipal accounts. Karrie-Linn will be the primary point of contact for this requirement.

Please do not hesitate to contact me if we can be of any assistance. We thank you for the opportunity to service your Lease Purchase Finance needs.



Karrie-Linn Velms
AVP - District Sales Manager
The Bancorp Bank
d/b/a Mears Motor Leasing
3905 El Rey Rd
Orlando, FL 32808
407-253-4505 - direct
302-791-5705 - efax
407-488-9238 - mobile

3905 El Rey Road, Orlando, FL 32808 • Phone 407-253-4464 • Fax 407-578-4924

www.mearsleasing.com
A FINANCIAL DIVISION OF
The Bancorp Bank

 Contract Holder

References:

1. **The City of Clearwater, FL** - The City of Clearwater issued an RFP in August of 2008 for Lease Purchasing. The primary items being leased purchased are vehicles. The RFP covers the lease purchasing financing needs for the next five fiscal years, with an end date of 2013. Each purchase the City makes is amortized over a three or five year term with quarterly payments in arrears. The current outstanding for the City of Clearwater is \$8,100,000.00.

The Point of Contact is: Brian J. Ravins, Finance Director: (727)562-4538
You may also contact Joyce Hunt: joyce.hunt@myclearwater.com

2. **The City of Miami, FL** - The City of Miami in 2012 initiated a Finance Lease with us for \$3,700,000.00 in order for the City to purchase 72,000 garbage containers. The lease is structured as a 36 month lease with quarterly payments made in arrears. The City of Miami took advantage of the City of Clearwater bid and piggybacked off it.

The Point of Contact is: Erica T. Paschal, CPA, Fiscal Administrator/Solid Waste Department - (305) 960-2813

3. **The City of Coral Gables, FL** - The City of Coral Gables initiated a Finance lease with Mears Motor Leasing in 2010 to lease purchase finance a new Fire Truck and ambulances. The City of Coral Gables has items that are amortized over three years and five years. Currently the City has \$1,807,000.00 outstanding with Mears Motor Leasing.

The Point of Contact is: Adolfo Sansores- Assistance Finance Director-(305) 460-5278

Additional references will be provided upon request.

3905 El Rey Road, Orlando, FL 32808 • Phone 407-253-4464 • Fax 407-578-4924

www.mearsleasing.com
A FINANCIAL DIVISION OF
The Bancorp Bank

 Contract Holder

**CITY OF TAVARES, FLORIDA
STATEMENT OF "NO PROPOSAL"**

If you do not intend to bid on this requirement, please complete and return this form prior to date shown for receipt of bids to: City of Tavares Purchasing Division, 201 E. Main Street, Tavares, FL 32778.

We have declined to submit a Proposal for RFP # 2014-0007 for the following reasons:

- Specifications too "restrictive", i.e., geared toward one brand or manufacturer (please explain)
- Insufficient time to respond
- We do not offer this product or equivalent
- Our product schedule would not permit us to perform
- Unable to meet specifications
- Unable to meet bond requirements
- Specifications unclear (please explain)
- Other (please specify)

Remarks: At this time, the terms and conditions that would be offered would likely not be favorable to the City.

We understand that if the "no proposal" form is not executed and returned, our name may be deleted from the list of qualified bidders for the City of Tavares for future projects.

Company Name: Wells Fargo
Address: 800 N. Magnolia Ave. 7th Floor, Orlando, FL 32803
Telephone & Fax Number: 407-649-5638
Typed Name and Title: Todd Morley, Senior Vice President, Relationship Manager

Signature: _____

Date: 2/28/2014

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: March 19, 2014**

AGENDA TAB NO. 12

SUBJECT TITLE: Work Authorization from ARCADIS U.S., Inc. for Royal Harbor Potable Water Booster Pump Station Construction Administration Services

OBJECTIVE: To Approve a Work Authorization for construction administration services associated with the City of Tavares Royal Harbor Booster Pump Station project in the amount of \$77,500.00.

SUMMARY:

Royal Harbor is a gated, active adult community in Tavares, Florida on the shores of Little Lake Harris. The City has logged a history of complaints regarding water pressure in the Royal Harbor community dating back to 2002. A pressure study in 2012 helped the City to determine that the best course of action is to construct a booster pump station at Royal Harbor to alleviate the problem of low water pressure. Under a prior work authorization, ARCADIS provided design, permitting and bidding services to the City for design of the booster pump station. The project was designed, permitted and went out for bids. Once the bids come back and a contractor is selected it will be necessary to have a professional registered engineer over see the construction and installation of the booster pump to ensure that it is done in exact conformance with the bid specifications.

Staff has worked diligently to develop a Scope of Work for construction administration services and negotiated a fair and equitable price consistent with the level of work required and industry standards as follows:

SCOPE:

Construction phase services are anticipated to occur over a total period of 7 months from the Notice to Proceed to Substantial Completion and 30 days from Substantial Completion to Final Completion, in accordance with the proposed construction contract between the City and the Contractor. Construction administration services to include:

- The Engineer will review and approve shop drawings and product submittals for conformance with the Contract Documents.
- The Engineer will prepare for, attend, and conduct preconstruction and monthly construction progress meetings. The Engineer will prepare and distribute minutes of meetings for review and comments.
- The Engineer will perform a weekly site inspection during construction activities.
- The Engineer will review and prepare change orders and supporting documentation for changes to the scope of construction work.
- The Engineer will provide technical assistance to the City during the construction period as required.
- The Engineer will review and approve all pay applications submitted by the Contractor.
- The Engineer will, in conjunction with other City representatives, conduct punch list and final inspections of the in-place work to determine if the work is substantially complete in accordance with the conformed contract documents.

- At the completion of construction and at the direction of the City, the Engineer will prepare the certificate of completion and request for Clearance to Place Permitted PWS Components into Operation to Florida Department of Environmental Protection (FDEP).
- The Engineer will prepare record drawings based on survey information and other field measurements provided by the City and the Contractor.
- The Engineer will prepare construction closeout documents and submit to the City with the final pay application.

COST: Staff has negotiated a fee of \$77,500 to complete all of the work identified in the scope referenced above.

OPTIONS:

1. **Move to approve the Work Authorization with Arcadis U.S. Inc. for Construction Administration Services for the Royal Harbor Potable Water Booster Pump Station in the amount of \$77,500.00 and authorize the City Administrator to execute the agreement.**
2. **Do Not Approve the Work Authorization**

STAFF RECOMMENDATION:

1. **Move to approve the Work Authorization with Arcadis U.S. Inc. for Construction Administration Services for the Royal Harbor Potable Water Booster Pump Station in the amount of \$77,500.00 and authorize the City Administrator to execute the agreement.**

FISCAL IMPACT:

On March 6 2013, the City Council approved a Project Budget of \$890,000 with \$515,000 coming from Loan Proceeds (2012B Utility Revenue Note - \$2,315,000: \$1,800,000 Meter Change Out and \$515,000 for Royal Harbor), and \$375,000 coming from Utility Reserves, and instructed Staff to make the appropriate adjustments to the FY 2013 Budget.

In FY 2013 a work order was approved and executed with Malcolm Pirnie in the amount of \$110,527.

The FY 2014 Budget will be adjusted for the FY 2014 share of project costs based on Council's Prior Approval for the Project Budget.

This item was included in the FY 2014 Capital Improvement Plan.

LEGAL SUFFICIENCY:

This summary meets legal sufficiency.

**Work Authorization for
ROYAL HARBOR BOOSTER PUMP STATION
CONSTRUCTION SERVICES
City of Tavares, Florida**

This Work Authorization constitutes a Project Agreement under the terms of the Agreement for Continuing Engineering Services per RFQ 2008-0001, between the City of Tavares (City) and ARCADIS U.S., Inc. (Engineer) (formerly Malcolm Pirnie, the Water Division of ARCADIS, U.S. Inc.).

Project Background

Royal Harbor is a gated, active adult community in Tavares, Florida on the shores of Little Lake Harris. The City has logged a history of complaints regarding water pressure in the Royal Harbor community. Under a prior work authorization, the Engineer provided design, permitting and bidding services to the City to improve water pressure concerns. This work authorization includes construction administration services.

The scope of services is detailed below.

SCOPE OF SERVICES

Task 1 – Construction Administration Services

The Engineer will prepare a total of three (3) full size and five (5) half size (11" X 17") sets of the conformed contract drawings, eight (8) sets of specifications and three (3) CDs with the conformed contract documents for distribution to the Engineer, City and Contractor by the City.

The Engineer will prepare the pre-construction meeting agenda and sign-in sheet and attend the preconstruction meeting. The Engineer will prepare the pre-construction meeting minutes and distribute to City and Contractor. The Engineer will review and approve shop drawings and product submittals for conformance with the Contract Documents.

For the purposes of this Scope of Services, it is assumed that the construction phase services will occur over a total period of 7 months from the Notice to Proceed to Substantial Completion and 30 days from Substantial Completion to Final Completion, in accordance with the proposed construction contract between the City and the Contractor.

The Engineer will prepare for, attend, and conduct monthly construction progress meetings. The Engineer will prepare and distribute minutes of meetings for review and comments. The Engineer will perform a weekly site inspection during construction activities. The Engineer will review and prepare change orders and supporting documentation for changes to the scope of construction work. The Engineer will provide technical assistance to the City during the construction period as required. The Engineer will review and approve all pay applications submitted by the Contractor.

The Engineer will, in conjunction with other City representatives, conduct punch list and final inspections of the in-place work to determine if the work is substantially complete in accordance with the conformed contract documents. These inspections will form the basis for the Engineer's review and recommendation of payment on the Contractor's final pay request.

At the completion of construction and at the direction of the City, the Engineer will prepare the certificate of completion and request for Clearance to Place Permitted PWS Components into Operation to Florida Department of Environmental Protection (FDEP).

The Engineer will prepare record drawings based on survey information and other field measurements provided by the City and the Contractor. Three signed and sealed sets of the record drawings (22"x34") plus an electronic set in PDF file format and AutoCAD 2011 file format of the record drawings on a CD will be provided for the City and Engineer. The Engineer will prepare construction closeout documents and submit to the City with the final pay application.

Schedule

Engineer will commence with this scope of work upon execution of this Work Authorization by the Owner, which will constitute the Notice-to-Proceed (NTP).

The project is not anticipated to be longer than six (6) months in duration to completion.

Fee

Engineer will perform the scope of work described above for a lump sum fee of **\$77,500.00**. Refer to Attachment A. The Engineer will bill monthly based on estimates of completion for the work performed under this scope of service.

Execution

This Work Authorization **ROYAL HARBOR BOOSTER PUMP STATION CONSTRUCTION ADMINISTRATION SERVICES** shall be executed upon signed approval and acceptance below:

APPROVED BY:

CITY OF TAVARES

Signature

Date

Printed Name

Title

ACCEPTED BY:

ARCADIS US, INC.

Signature

Date

Scott Shannon, PE Vice President
Printed Name

Title

Attachment A

CITY OF TAVARES
ROYAL HARBOR BOOSTER PUMP STATION
CONSTRUCTION ADMINISTRATION

Engineering Services Fee Estimate

Task No.	Task Description	Senior V.P.	Associate	Senior Project Engineer	Senior Project Scientist	Project Design Engineer	Senior Technician / CADD	Clerical	Total hrs	Total Labor	Expenses	Total Labor Plus Expenses
		\$200.00	\$200.00	\$149.00	\$149.00	\$124.00	\$120.00	\$62.00				
1.0	Construction Administration Services	2	18	160	6	288	48	37	559	\$72,500.00	\$5,000.00	\$77,500.00
1.1	Conformed Document Preparation		2	24		24	16	2				
1.2	Preconstruction Meeting and Preparation of Minutes of Meetings		4	8		12		1				
1.3	Shop Drawing and Data Review		8	16		60		12				
1.4	Review and Respond RFI/Technical Assistance	1	4	32	2	40		2				
1.5	Monthly Construction Progress Meetings and Preparation of Minutes of Meetings			40		60		6				
1.6	Preparation and Coordination of Pay Applications and Change Orders	1		12		32		8				
1.7	Preparation of Record Drawings			8		16	24	2				
1.8	Preparation of FDEP Notification of Completion			2		6	2	1				
1.9	Preparation of clearance request for FDEP			2		6	2	1				
1.10	Substantial and Final Completion (closeout, punch list)			12	4	24		1				
1.11	Construction Closeout Documents			4		8	4	1				
	TOTAL (Task Nos. 1)	2	18	160	6	288	48	37	559			\$77,500.00

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: MARCH 19, 2014**

AGENDA TAB NO. 13

SUBJECT TITLE: Approval of Scope of Work and Fee Estimates For Final Engineering and Design of Wooton Park Expansion Project

OBJECTIVE:

To consider approval of the Scope of Work and Fee Estimates for Phase II Final Design Services of the Wooton Park Expansion Project in the amount of \$171,941.00.

SUMMARY:

The Wooton Park Expansion project was broken up into two (2) design phases as follows: Phase I Design Services was for preliminary concept design for Council approval and filing of a DEP permit application and Phase II Final Design Services was to develop a set of biddable engineered plans and specifications that incorporates City Council's approved concept plans as well as all of the DEP permit conditions.

On October 3, 2012, the City Council approved Phase I Design Services ("Basic Services Scope of Work") with AVCON, INC for a Fee of \$86,640 and on January 16, 2013 the Council approved the concept plan. Phase I Design Services are now complete and it is now time to proceed with Final Design Services.

Staff has developed the attached Scope of Work with Avcon Inc. and has negotiated a reasonable Fee in the amount of \$171,941 to complete all of the items outlined in the Scope of Work which will produce a set of biddable plans and specification for contractors to bid on. It is estimated that bids will be let in late Summer or early Fall.

OPTIONS:

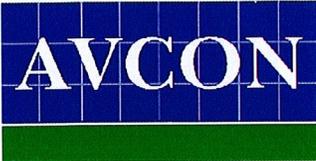
1. That Council moves to approve the attached Scope of Work and authorize the City Administrator to enter in to a Final Design Services contract with Avcon Inc. in the amount of \$171,941 or final engineering and design of the Wooton Park Expansion Project.
2. The Council moves not to approve the above recommendation.

STAFF RECOMMENDATION:

That Council moves to approve the attached Scope of Work and authorize the City Administrator to enter in to a Final Design Services contract with Avcon Inc. in the amount of \$171,941 or final engineering and design of the Wooton Park Expansion Project.

FISCAL IMPACT: Sufficient funds in the Wooton Park Expansion Project were previously budgeted to cover this fee of \$171,941 with Avcon Inc.

LEGAL SUFFICIENCY: Legally sufficient.



AVCON, INC.
ENGINEERS & PLANNERS

5555 E. Michigan Street
Suite 200
Orlando, FL 32822-2779
Phone: (407) 599-1122
Email: avcon@avconinc.com
www.avconinc.com

March 6, 2014

Bill Neron
Economic Development Director
City of Tavares
201 E. Main Street
Tavares, Florida 32778-1068

Reference: Wooton Park Expansion Final Engineering

Dear Bill:

AVCON, INC. (AVCON) is pleased to submit this scope and fee proposal to provide professional engineering services for the above referenced project. A detailed scope of services has been attached and separated as follows:

1. Final Engineering for the Items Associated with the Referendum, plus open area utilities;
2. Final Engineering for the TAV-LEE Trail Extension associated with the FDOT LAP Agreement.

In addition to the scope of services, you will find a project budget summary sheet showing the cost of the project elements and the sources of funds. As you can see, the total architectural/engineering cost is budgeted at \$256,595.00 including the open area utilities. To date, the City has authorized \$84,640 on the Conceptual Design and Permitting phase and we are nearing completion of that assignment. That leaves \$171, 955.00 remaining in the design budget.

This proposal contains the following estimated fees:

- | | |
|---|------------------|
| 1. Final Engineering for Referendum Items plus open area utilities: | \$120,356 |
| 2. Final Engineering for the TAV-LEE Trail Extension (included in LAP Agreement): | <u>\$ 51,585</u> |

Total Architecture and Engineering Proposed and Remaining	\$171,941
---	-----------

Therefore, as you can see, we are still within budget and can complete the design and permitting of all project elements under this proposal. We look forward to completing this project assignment, please do not hesitate to call should you require any additional information.

Sincerely,

AVCON, INC.

Rick V. Baldocchi, P.E.
Vice President



City of Tavares - Wooton Park Expansion
Professional Engineering Services
Project Scope – Final Design (Items in Referendum)

A. Site Engineering

Site Engineering will be finalized based on the environmental permits noted above. This will include the following tasks:

1. Develop a final grading and drainage plan. This plan will include final site grading, stormwater conveyance, and stormwater treatment, if needed.
2. Final Design of the parking lot at the boat ramp including stormwater facilities, pavement design and geometry.

B. Final Utility Engineering

1. Final Design of proposed water and sewer services to the amenities that will be provided and likely to include:
 - a. Public Restroom
 - b. Drinking Fountains
 - c. Maintenance Hose Bibs
 - d. Water and Power to Open Play Area

C. Architectural Services – Conceptual Design

1. Floor Plans – Floor Plans for a public restroom and a standard gazebo will be provided under this scope of services.
2. Standard architectural elevations will be provided for the public restroom.
3. The public restroom shall include an additional room that could be utilized as storage and/or a service desk at large public events.
4. Final design and architecture will be provided under this scope of services.

D. Boat Ramp, Dock and Observation Deck Design – These facilities will be designed to final engineering and construction document stage.

E. Landscape Architecture – The final design of landscaping and irrigation determined under the Basic Services Phase will be performed.

F. Project Cost Estimating

1. The Consultant will prepare an opinion of probable construction cost for the project elements included in this scope of service.



Final Design – Trail Expansion as FDOT LAP Project

This portion of the project includes development of a separate set of construction plans for the trail expansion. This includes re-routing the trail to avoid a crossing of the existing boat/seaplane ramp and the extension of the trail from the end of the existing trail, through the Wooton Park Expansion and up the Sinclair Ave. Right-of-Way to north of Ruby St. and to tie into the existing trail end near the bend in N. Pulsifer Drive. Elements of the assignment will be performed that will keep the project eligible for FDOT LAP funding.

Project Management items that will be required include the following:

- a. Preparation of Design and Construction Schedule
- b. Preparation of Construction Cost Estimate
- c. Preparation of a Design Documentation Report
- d. Preparation of a Quantity Computation Book
- e. Drainage Analysis and Computations

Construction Documents will include the following sheets and will be prepared in accordance with the FDOT Plans Preparation Manual:

- a. Cover Sheet
- b. General Note Sheet
- c. Summary of Pay Items/Quantities Sheets
- d. Typical Section Sheet
- e. Plans and Profile Sheets
- f. Cross Section Sheets
- g. Erosion Control Plan Sheets
- h. Traffic Control Plans at Sinclair Ave. and Ruby Street.

**Wooton Park Expansion Summary
Base Project**

	Bond Funding	FDOT Grant	TDC Grant	Water Taxi	Pending Land Water CF	Total	Excess/(Shortfall)
Actual	\$ 901,652	\$ 659,158	\$ 248,000	\$ 75,000	\$ 200,000	\$ 2,083,810	
Budget	\$ 934,010	\$ 634,585	\$ 248,000	\$ 75,000	\$ 160,000	\$ 2,051,595	\$ 32,215
<hr/>							
Conceptual Design and Permitting	\$ 84,640					\$ 84,640	
Trail Extension to Main St. (includes observation deck)							
Construction		\$ 560,000				\$ 560,000	
Final Engineering		\$ 51,585				\$ 51,585	
CE&I	\$ 30,000					\$ 30,000	
Total							\$ 641,585
Restrooms / Storage and Utilities							
Construction	\$ 140,000	\$ 10,000				\$ 150,000	
Engineering	\$ 20,000					\$ 20,000	
CA Services	\$ 15,000					\$ 15,000	
Total							\$ 185,000
Parking Lot and Entrance Road							
Construction	\$ 170,000					\$ 170,000	
Final Engineering	\$ 18,000					\$ 18,000	
CA Services	\$ 2,000					\$ 2,000	
Total							\$ 190,000
Boat Ramp							
Construction	\$ 175,000		\$ 248,000			\$ 423,000	
Final Engineering	\$ 45,000					\$ 45,000	
Geotechnical	\$ 5,570					\$ 5,570	
CA Services	\$ 17,000					\$ 17,000	
Total							\$ 490,570
Shoreline Clearing							
Scope and Bidding	\$ -					\$ -	
Construction	\$ 19,000			\$ 75,000		\$ 94,000	
Stabilization and Slope Work	\$ 106,000					\$ 106,000	
Field Observation	\$ 2,000					\$ 2,000	
Total							\$ 202,000
Open Area / Park Features							
Sod / Landscaping	\$ 40,000	\$ 13,000				\$ 53,000	
Irrigation	\$ 10,000					\$ 10,000	
Engineering	\$ 10,000					\$ 10,000	
CA Services	\$ 8,000					\$ 8,000	
Total							\$ 81,000
Muck Mountain							
Survey	\$ -					\$ -	
Geotechnical Testing	\$ 1,800					\$ 1,800	
Engineering	\$ -					\$ -	
Material Handling	\$ 15,000					\$ 15,000	
Total							\$ 16,800
Open Area Utilities							
Engineering					\$ 20,000		
Water System					\$ 40,000		
Electrical System					\$ 80,000		
Construction Admin					\$ 20,000		
Total							\$ 160,000
Summary							
Construction Costs	\$ 1,701,000						
Design, Survey and Testing	\$ 256,595						
CA/CEI	\$ 94,000						
Total	\$ 2,051,595						

**Wooton Park Expansion Summary
Future Master Plan Projects**

TAVLEE Trail Relocation at Ramp			
Survey	\$ 1,500		
Engineering	\$ 12,000		
Construction Cost	\$ 120,000		
Construction Administration	\$ 4,000		
Total		\$ 137,500	
Existing Ramp Modifications			
Survey	\$ 2,500		
Engineering	\$ 30,000		
Construction	\$ 250,000		
Construction Admin	\$ 15,000		
Total		\$ 297,500	
Total Future Projects Estimate		\$ 435,000	

Estimator : Rick Baldocchi
06-Mar-14

Proposal to: City of Tavares

Consultant: AVCON, INC.

Wooton Park Expansion - Final Design (after Permit in Hand)
Professional Engineering Services

No./ACTIVITY	Principal		Sr. Project Manager		Project Engineer		Engineer		Engineering Technician		TOTAL	
	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man-hours By Activity	Salary By Activity
A. Final Site Engineering												
Final Grading and Drainage Plan	4.00	220.00	8.00	220.00	12.00	120.00	8.00	80.00	8.00	60.00	40	5,200.00
Parking Lot Final Design	4.00	220.00	8.00	220.00	12.00	120.00	8.00	80.00	8.00	60.00	40	5,200.00
Pond, Swale or Exfiltration Final Design	4.00	220.00	8.00	220.00	12.00	120.00	8.00	80.00	8.00	60.00	40	5,200.00
B. Final Utility Engineering												
Water and Sewer to Restrooms	4.00	220.00	8.00	220.00	16.00	120.00	20.00	80.00	8.00	60.00	56	6,640.00
Water Through open Play Area	4.00	220.00	8.00	220.00	16.00	120.00	20.00	80.00	8.00	60.00	56	6,640.00
Power Through Open Play Area	4.00	220.00	8.00	220.00	16.00	120.00	20.00	80.00	8.00	60.00	56	6,640.00
C. Structural / MEP for Restrooms and Gazebos												
Restroom MEP	2.00	220.00	4.00	220.00	12.00	120.00	12.00	80.00	16.00	60.00	46	4,680.00
Restroom Structural Design	2.00	220.00	4.00	220.00	12.00	120.00	12.00	80.00	0.00	60.00	30	3,720.00
Gazebo Structural Design (assume prefabricated structure)	2.00	220.00	4.00	220.00	12.00	120.00	12.00	80.00	0.00	60.00	30	3,720.00
D. Water Structures /Open Area Design												
Coordinate Marine Subconsultant	4.00	220.00	4.00	220.00	0.00	120.00	0.00	80.00	0.00	60.00	8	1,760.00
Final Design of Observation Deck	4.00	220.00	4.00	220.00	16.00	120.00	24.00	80.00	0.00	60.00	48	5,800.00
Open Area Design	4.00	220.00	4.00	220.00	16.00	120.00	24.00	80.00	0.00	60.00	48	5,800.00
Total Man-hours	42		72		152		168		64		498	\$ 60,600.00
TOTAL CONTRACT FEE COMPUTATION #												
										AVCON Total Labor		\$60,600.00
Subconsultants												
										MLM Architects		\$12,000.00
										Taylor Engineering		\$39,686.00
										Modica Engineering		\$2,000.00
										Universal Engineering Sciences		\$5,570.00
										Out-of-Pocket Expenses		\$500.00
										Total Team Fee		\$120,356.00



January 31, 2014

Mr. Rick Baldocchi, P.E.
AVCON, Inc.
5555 E. Michigan Street, Suite 200
Orlando, Florida 32822

Re: Proposal for Professional Engineering Services — Wooton Park Boat Ramp: Final
Engineering Design

Dear Mr. Baldocchi,

On behalf of Taylor Engineering, I am pleased to submit the following proposal for design, engineering, and construction drawing development for the boat ramp and ancillary waterfront structures proposed for Wooton Park. Exhibit A provides a detailed description of our proposed scope of work. Exhibit B details our proposed fees.

We look forward to serving AVCON, Inc. and the City of Tavares on this project. If you have questions or require additional information, please contact me at (904) 731-7040.

Sincerely,

Jonathan Armbruster, P.E.
Vice President, Waterfront Engineering

Attachments

TAYLOR ENGINEERING, INC.
SCOPE OF WORK
WOOTON PARK BOAT RAMP: FINAL ENGINEERING DESIGN

PROJECT DESCRIPTION

Taylor Engineering presents this scope of work to provide engineering for the design of a boat ramp facility at Wooton Park in the City of Tavares, Florida. Based on a facility site visit, discussion with Rick Baldocchi, and our preliminary design drawings as prepared in December 2013, Taylor Engineering understands that the project includes design and development of construction drawings for a boat ramp and ancillary waterfront features including fill placement, ramp slab, fixed dock, and floating dock structures.

INFORMATION PROVIDED BY AVCON

To support this scope of work, AVCON will provide and Taylor Engineering will rely on the following additional information:

- Geotechnical investigations and evaluation including two deep geotechnical SPT borings (40 – 50 feet below existing grade) within the proposed ramp footprint to allow for design of the ramp slab and/or pile foundations and dock piles.

Task 1: Boat Ramp Design and Structural Engineering

Taylor Engineering will coordinate the boat ramp design with existing grades and AVCON's proposed upland plan for the park. Taylor Engineering assumes the ramp will be formed on placed fill with cast-in-place concrete constructed in-the-dry. This structural form will require design and construction of a sheet pile cofferdam. This scope of work and associated fee proposal does not include design and specifications for an alternate in-the-wet ramp system.

Structural engineering calculations will document the necessary structural form, materials, and properties. The design will identify concrete slab as the primary material for the boat ramp. The design will determine the specific form and the structural requirements for the ramp foundation (piles vs. no piles, etc.) based on site conditions and geotechnical investigations.

Specifically, this scope of work includes structural design for the following likely necessary ramp features and construction requirements.

1. Cofferdam construction requirements
2. Dewatering requirements
3. Pile foundation (if necessary)
4. Subgrade preparation
5. Reinforced slab
6. Fixed dock structures
7. Floating dock (including gangway) performance specification
8. Riprap slope protection

This scope of work and cost proposal does not include costs for travel to or in-person meetings in the City of Tavares. Rather, Taylor Engineering proposes to conduct necessary design development meetings and design review meetings via teleconference. This cost proposal includes fees associated with 90%-

complete draft design review teleconferences. Should the client request or require in-person meetings, Taylor Engineering will provide a separate fee proposal for these services.

Task 2: Construction Drawings

Taylor Engineering will prepare construction drawings (in AutoCAD format) for the proposed boat ramp at Wooton Park. The construction drawings will include plan, section, and detail drawings depicting the proposed boat ramp and the ancillary components listed above. Together with the specifications produced in Task 3, the drawings will provide sufficient detail to allow efficient ramp construction.

90%-Complete Submittal

Taylor Engineering will prepare and submit 90%-complete draft drawings for the client's review. Taylor Engineering anticipates receiving review comments via teleconference or in written form. The proposed costs for this task include up to eight hours of senior engineering time and up to eight hours of senior technician time to make requested changes following client comment. If extensive client-requested changes take more time than budgeted, Taylor Engineering may request a modification to its scope of work and associated cost proposal, if required, to accommodate the changes.

Final Submittal and Deliverables

Taylor Engineering will incorporate the client's comments as described above in conjunction with Taylor Engineering's quality assurance review to develop the final construction drawings. Taylor Engineering will submit up to six copies of full-size construction drawings signed and sealed by a licensed professional engineer. At the client's request, we will also supply digital PDF and AutoCAD files of the final construction drawings.

Task 3: Technical Specifications

Taylor Engineering will prepare technical specifications for the proposed boat ramp at Wooton Park. The technical specifications will detail acceptable materials and construction requirements. Taylor Engineering will provide these specifications as sheet(s) of text notes formatted as part of the drawing set. Together with the graphic construction drawings produced in Task 2, the specifications will provide sufficient detail to allow efficient ramp construction.

90%-Complete Submittal

Taylor Engineering will prepare and submit 90%-complete draft specifications for the client's review. Taylor Engineering anticipates receiving review comments via teleconference or in written form. The proposed costs for this task include up to four hours of senior engineering time to make client-requested changes following client comment. If extensive client-requested changes take more time than budgeted, Taylor Engineering may request a modification to its scope of work and associated cost proposal, if required, to accommodate the changes.

Final Submittal and Deliverables

Taylor Engineering will incorporate the client's comments as described above in conjunction with Taylor Engineering's quality assurance review to develop the final technical specifications. Taylor Engineering will deliver final design specifications coordinated within the drawing set and signed and sealed by a licensed professional engineer.

Task 4: Engineer's Opinion of Probable Cost

Taylor Engineering will prepare an engineer's opinion of probable construction costs for the boat ramp and ancillary features. This opinion of cost will comprise an itemized list of construction materials and activities including estimates of required quantities. Taylor Engineering will use internal and external data to develop a cost opinion for each major item associated with the project to provide a budget estimate for the project.

ITEMS EXCLUDED FROM THIS SCOPE OF WORK

- Surveys
- Geotechnical investigation
- Upland grading and drainage design
- Stormwater management design
- Upland site layout and design
- Permitting, permit applications, or permit fees
- Upland site utilities
- Marine utilities or dockside utilities
- Dredging design
- Marine lighting
- Fuel dispensing system design or permitting support
- Construction or building permits and fees of any kind
- Special inspection schedule or special inspections
- Detailed or final design of multiple structural alternatives
- Construction contract documents (sometimes referred to as front-end specifications) such as general conditions, supplementary conditions, contractor notice to proceed, contractor notice of award, etc.
- Bidding assistance
- Legal and purchasing documents
- Construction inspection or observation services including submittal or shop drawing review
- As-built certification

At the client's request, Taylor Engineering can add any of the excluded items to the scope of work now or at a later date and amend the cost proposal as necessary.

**TAYLOR ENGINEERING, INC.
ENGINEERING COST SUMMARY
WOOTON PARK BOAT RAMP: FINAL ENGINEERING DESIGN**

Taylor Engineering will provide services described in Exhibit A for a fixed-fee, lump sum in accordance with the task cost summary provided below.

Task 1: Boat Ramp Design and Structural Engineering	\$ 18,694.00
Task 2: Construction Drawings	\$ 14,068.00
Task 3: Technical Specifications	\$ 5,016.00
Task 4: Engineer's Opinion of Probable Cost	\$ 1,908.00
	<hr/>
Total Cost	\$ 39,686.00



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Sciences
Geophysical Services • Construction Materials Testing • Threshold Inspection
Building Inspection • Plan Review • Building Code Administration

- LOCATIONS:
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 - Miami
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 - Palm Coast
 - Panama City
 - Pensacola
 - Rockledge
 - Sarasota
 - Tampa
 - West Palm Beach

January 22, 2014

Avcon, Inc.
5555 E. Michigan Street, Suite 200
Orlando, Florida 32822
Phone (407) 599-1122 x222

Attention: Mr. Rick Baldocchi, P.E.
RVB@avconinc.com

Reference: **Fee Proposal – Geotechnical Exploration**
Wooten Park Boat Ramp
100 E. Ruby Street
Tavares, Lake County, Florida
UES Proposal No.: 1094802
UES Opportunity No. 0130.0114.00031

Dear Mr. Baldocchi:

Universal Engineering Sciences is pleased to submit our proposal for geotechnical engineering services on this project. Our understanding of this project, with our proposed scope of services and costs, is presented in the following paragraphs.

PROJECT DESCRIPTION

We understand this project will consist of constructing a new boat ramp at Wooten Park in Tavares, Lake County, Florida. We have been asked to perform soil borings within the lake to evaluate the deep soils within the boat ramp footprint. This information will be used by Waterfront Engineering in the ramp and dock pile foundation designs.

Our proposal does not include an allowance for horizontal and vertical survey control for the test boring locations. Our field crew will locate the test locations based upon estimated distances and relationships to obvious landmarks. Therefore, the test locations and depths should be considered accurate to the degree of the methodologies used.

UES will contact Sunshine State One Call (1-800-432-4770) for public utility clearance prior to the start of drilling activities. It is our experience that this service does not mark the locations of privately owned utilities. Our proposal requires that private utility lines and other subsurface appurtenances be located in the field by others prior to our mobilization. UES shall not be held responsible for service interruptions or damage to private utility lines or other buried structures. Further we have assumed that there is no hazardous materials contamination at the site and no major utility lines crossing the subject site. In the event they exist, please inform us so that we may make arrangements for taking adequate precautions and locating the utilities on the site, prior to the drilling operations.

Fee Proposal – Geotechnical Exploration
Wooten Park Boat Ramp
Tavares, Lake County, Florida
UES Proposal No.: 1094802
UES Opportunity No. 0130.0114.00031



Should any of the above information or assumptions made by UES be inconsistent with the planned development and construction, we request that you contact us immediately to allow us the opportunity to review the new information in conjunction with our proposal and revise or modify our scope of service and/or fee estimate accordingly, if needed.

SCOPE OF SERVICES

Universal Engineering Sciences, Inc. (UES) proposes to perform two (2) soil borings for this project. Borings will be made to depths of 50 feet each below the existing lake water level. Standard Penetration Tests (SPT) will be performed continuously in the upper ten-feet of each boring and on five-foot centers thereafter to the bottom of the borings.

Representative portions of the recovered soil samples from the borings will be sealed and packaged for transportation to our laboratory for a more detailed analysis, as required. At the completion of the field and laboratory testing services, our project engineer will prepare a geotechnical report under the direction of a registered professional engineer who specializes in geotechnical engineering consulting. The report shall contain the following information at a minimum:

- Soil boring logs and classifications
- Presence or lack of unsuitable soils
- Foundation design recommendations and options for the boat ramp

We have assumed the site is accessible to our field crew and that you will provide the right of access. We have not made an allowance for surveying services or an environmental assessment of the property, nor for the evaluation of the subsurface soils with respect to sinkhole activity. However, we will be glad to furnish you with a proposal for these services upon request.

Further we have assumed that there is no hazardous materials contamination at the site and no major utility lines crossing the subject site. In the event they exist, please inform us so that we may make arrangement for taking adequate precautions and locating the utilities on the site, prior to the drilling operations.

COST, TERMS, & SCHEDULE

Exhibits I and II, attached, summarizes our costs for performing the previously described services. We will not exceed our budget unless the soil or groundwater conditions encountered are significantly different from those anticipated, in which event you will be notified prior to any increase in costs.

Based upon our current schedule, we anticipate completing the geotechnical exploration and report in about 3 weeks upon receipt of authorization.

Enclosed you will find our General Contract Conditions with a copy of our Work Authorization/Proposal Acceptance Form. If you wish us to proceed, please have the party responsible for payment sign the appropriate space on the Work Authorization/Proposal Acceptance Form and return it to us.

Fee Proposal – Geotechnical Exploration
Wooten Park Boat Ramp
Tavares, Lake County, Florida
UES Proposal No.: 1094802
UES Opportunity No. 0130.0114.00031



Should you have any questions concerning this information please do not hesitate to call. We look forward to working with you.

Sincerely,
Universal Engineering Sciences, Inc.

A handwritten signature in blue ink, appearing to read 'Guy H. Rabens', is written over a light blue horizontal line.

Guy H. Rabens, M.S., P.E.
Geotechnical Department Manager
407-423-0504 ext. 23305
grabens@universalengineering.com

GHR:lth

Enclosures: Cost Proposal (Exhibit I)
Work Authorization/Proposal Acceptance Form
General Contract Conditions

EXHIBIT I
Fee Proposal – Geotechnical Exploration
Wooten Park Boat Ramp
100 E. Ruby Street
Tavares, Lake County, Florida
UES Proposal No.: 1094802
UES Opportunity No. 0130.0114.00031

TASK	QUANTITY	UNIT	UNIT COST	TOTAL COST
PROFESSIONAL SERVICES				
Project Engineer	12	hrs	\$100.00	\$1,200.00
Technical Secretary	2	hrs	\$45.00	\$90.00
Drafting / CADD	4	hrs	\$55.00	\$220.00
Principal Consultant	2	hrs	\$180.00	\$360.00
SUBTOTAL:				\$1,870.00
SUPPORT SERVICES				
Barge Drill Rig Mobilization / Demobilization	1	l.s.	\$1,500.00	\$1,500.00
SPT Borings 0-50'	100	feet	\$15.00	\$1,500.00
Grout	100	feet	\$4.00	\$400.00
SUBTOTAL:				\$3,400.00
LABORATORY TESTING				
Wash #200 Determinations	10	each	\$30.00	\$300.00
SUBTOTAL:				\$300.00
GEOTECHNICAL TOTAL:				\$5,570.00

Notes: *Deduct allowance of \$1,000.00 if borings are performed along the shore line instead of in the water with a barge drill rig.

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
MARCH 19, 2014**

AGENDA TAB NO. 14

SUBJECT TITLE: City Administrator Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY: Will be presented at meeting

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

- City Council Regular Meeting – April 2, 2014, 4:00 p.m.
- Code Enforcement Special Magistrate Hearing – March 24, 2014 – 5:30 p.m.
- Lake County League of Cities – April 11, 2014; 12:00 p.m. Elks Lodge, Tavares
- Lake Sumter MPO Board – March (no meeting) next Meeting April 23, 2014 – 2:00 p.m. - MPO Board Room, Leesburg
- Tavares Library Board – April 16, 2014 – 2:00 p.m.
- Planning & Zoning Board – March 20, 2014 – City Council Chambers – 3:00 p.m.

OTHER EVENTS

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

March 28-30, 2014 – Sunnyland Classic & Antique Boat Show – Wooton Park

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

April 12 and 13 – Planes, Trains & BBQ

April 26th – Seaplane Fly In and 100th Anniversary of Seaplanes in Tavares

Creed's Cause 5K – May 3

March of Dimes – May 10

Pro Hydro-X Jet Ski Competition May 31 and June 1

Boxing Event – May 31, 2014

4th of July Celebration

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
MARCH 19, 2014**

AGENDA TAB NO. 15

SUBJECT TITLE: City Councilmembers Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY:

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

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

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