AGENDA
TAVARES CITY COUNCIL

APRIL 2, 2014
4:00 P.M.
TAVARES CITY HALL COUNCIL CHAMBERS

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

I. CALL TO ORDER

II. INVOCATION & PLEDGE OF ALLEGIANCE

Tom Cavanaugh, First Baptist Church of Mt. Dora

III. APPROVAL OF AGENDA

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

IV. APPROVAL OF MINUTES

Tab 1) Minutes of City Council Meeting of March 19, 2014 - Deferred

V. PROCLAMATIONS/PRESENTATIONS

Tab 2) National Library Week **Mayor Wolfe**

Tab 3) Water Conservation Month **Mayor Wolfe**

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

VII. READING OF ALL ORDINANCES/RESOLUTIONS

VIII. CONSENT AGENDA

IX. ORDINANCES/RESOLUTIONS

FIRST READING

Tab 4) Ordinance #2014-01 – Annexation and Zoning – 30329, 30333, and 30337 Mansfield Road – City Residential Mobile Home Subdivision — **Jacques Skutt**

Tab 5) Ordinance #2014-02 – Future Land Use Amendment 30329, 30333, and 30337 Mansfield Road from County Urban Low to City Mobile Home — **Jacques Skutt**

SECOND READING

RESOLUTIONS

Tab 6) Resolution #2014- 10 - Approval of Financing for Lease of Police Vehicles & Sanitation Truck — **Lori Houghton**

Tab 7) Resolution #2014-07 – Variance for Rear Yard Setback - 2408 Vindale Road — **Jacques Skutt**

X. GENERAL GOVERNMENT

Tab 8) Purchase of Police Vehicles and Sanitation Truck Utilizing Lake County Sheriff Bid — **Lori Houghton**

Tab 9) Recommendation of Gas Tax Distribution Options — **Councilmember Speaks**

Tab 10) Update on Tavares Interlocal Service Boundary Agreement — **Jacques Skutt**

Tab 11) Commercial Utility Accounts Interest Credit — **Lori Houghton**

XI. OLD BUSINESS

XII NEW BUSINESS

XIII. AUDIENCE TO BE HEARD

XIV. REPORTS

Tab 12) City Administrator — **John Drury**

Tab 13) Council Reports — **City Councilmembers**

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

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

The Language of Local Government
Definition of Terms

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

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

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

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

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

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

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

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

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

contiguous – Sharing a common boundary.

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

DCA – Department of Community Affairs

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

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

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

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

FDOT – Florida Department of Transportation

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

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

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

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

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

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

non-conforming – A use which does not comply with present zoning conditions but which existed lawfully and was created in good faith prior to the enactment of the zoning provisions.

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

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

PUD – Planned Unit Development

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

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

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

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

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

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

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

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

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: April 2, 2014

AGENDA TAB NO. 2

SUBJECT TITLE: Library Appreciation Week

OBJECTIVE:

The Mayor will read a proclamation designating April 13-19, 2014 as Library Appreciation Week.

SUMMARY:

See attached proclamation.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

N/A

America's Seaplane City℠

Library Appreciation Week
Lives Change @ your Library®
April 13-19, 2014

WHEREAS, libraries help people of all ages and backgrounds find and interpret the information they need to live, learn and work in the 21st century; and

WHEREAS, libraries provide a wide variety of services to all ages, including access to print and electronic materials, expert assistance in research, reader's advisory and children's service; and

WHEREAS, libraries help individuals to make informed decisions about their self-governance by promoting unrestricted access to information and serving as community centers for life-long learning; and

WHEREAS, libraries support a competitive workforce with basic literacy programs, computers and other resources to help children and adults learn to find, evaluate and use information for their jobs, health education and other needs; and

WHEREAS, libraries play a vital role in supporting the quality of life in their communities promoting literacy among people of all ages as well as making a vital contribution to the historical preservation process; and

WHEREAS, libraries further the expansion of electronic networks making possible better and more easily accessible information around the world;

Now, Therefore, I, Robert Wolfe, Mayor, City of Tavares, do hereby proclaim April 13-19, 2014 as Library Appreciation Week.

DONE AND PROCLAIMED THIS 2nd DAY OF APRIL 2014.

_____
Robert Wolfe, Mayor

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: April 2, 2014

AGENDA TAB NO. 3

SUBJECT TITLE: Water Conservation Month

OBJECTIVE:

The Mayor will read a proclamation designating April as Water Conservation Month.

SUMMARY:

See attached proclamation.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

N/A

America's Seaplane City™

PROCLAMATION

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, the State of Florida, Water Management Districts, and City of Tavares Utilities are working together to increase awareness about the importance of water conservation; Refer to the State of Florida Resolution and

WHEREAS, City Of Tavares Utilities and the State of Florida have designated APRIL, typically a dry month when water demands are most acute, Florida's **"WATER CONSERVATION MONTH"** to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, City Of Tavares Utilities has always encouraged and supported water conservation; refer to the Water Conservation Package; and

WHEREAS, every business, industry, school, and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, school, and citizen can help by saving water and thus promote a healthy economy and community; and

NOW, THEREFORE, be it resolved that the Tavares City Council of Lake County, Florida, in regular session, duly assembled, hereby proclaims the month of APRIL as "WATER CONSERVATION MONTH"

The Tavares City Council of Lake County, Florida, is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

Dated this 2nd day of April, 2014

Mayor Robert Wolfe _____

Vice Mayor Lori Pfister _____

Councilmember Norm Hope _____

Councilmember Robert Speaks_____

Councilmember Kirby Smith _____

AGENDA SUMMARY
TAVARES CITY COUNCIL
APRIL 2, 2014

AGENDA TAB NO. 4 **FIRST READING**
SUBJECT TITLE: Ordinance 2014-01
Annexation & Rezoning – Kilburn Family Properties
30329, 30333 and 30337 Mansfield Road

OBJECTIVE:

To consider the annexation and rezoning from Lake County RM (Mixed Home Residential) to RMH-S (Residential Mobile Home Subdivision) of approximately 0.36 acres of property located at the south end of Mansfield Road.

SUMMARY:

The subject property is located at the south end of Mansfield Road. The property is approximately 0.36 acres in size and is comprised of three existing mobile home lots and homes. These three lots form a County enclave within the boundaries of the City of Tavares. All adjacent properties are zoned Mobile Home Subdivision. These homes are on septic tanks and the owners desire to connect to the city's sanitary sewer that is currently being extended to the end of Mansfield Road.

OPTIONS:

No Council action required at First Reading.

STAFF RECOMMENDATION:

At Second Reading, staff will recommend that City Council moves to approve Ordinance 2014-01.

PLANNING & ZONING BOARD RECOMMENDATION:

At its March 20th meeting, the Planning & Zoning Board voted unanimously to recommend approval of Ordinance 2014-01.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

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

ORDINANCE 2014-01

AN ORDINANCE AMENDING THE BOUNDARIES OF THE CITY OF TAVARES BY ANNEXING APPROXIMATELY 0.36 ACRES OF LAND CONSISTING OF THREE MOBILE HOME LOTS GENERALLY LOCATED ON THE SOUTHWEST END OF MANSFIELD ROAD, REZONING THE PROPERTY FROM COUNTY RM (MIXED HOME RESIDENTIAL) TO CITY RMH-S (RESIDENTIAL MANUFACTURED HOME SUBDIVISION); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owners of the properties described in **Exhibit "A"** have voluntarily petitioned to annex into the City of Tavares, and

WHEREAS, the properties legally defined in **Exhibit "A"** and presently addressed as 30329, 30333 and 30337 Mansfield Road are contiguous with the corporate limits of the City of Tavares, and

WHEREAS, the City of Tavares, Florida, is in a position to provide municipal services to the properties described herein; and,

WHEREAS, the City Council of the City of Tavares, Florida, deems it in the best interest of the City to accept said petition and to annex said properties, and

WHEREAS, the properties are currently zoned County RM (Mixed Home Residential) and the applicants have requested to be rezoned to City RMH-S (Residential Manufactured Home Subdivision); and

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

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

WHEREAS, the City is concurrently processing an amendment to the City's Comprehensive Plan to re-designate the property from Lake County Urban Low to City Mobile Home on the Future Land Use Map 2020; and

WHEREAS, the City Council finds this amendment in compliance with the City of Tavares Land Development Regulations and the proposed amended Comprehensive Plan; now therefore

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

Section 1. Annexation

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

Section 2. Rezoning

The said properties, as legally defined in **Exhibit "A",** attached hereto and made a part herewith, is hereby rezoned from Lake County RM (Mixed Home Residential) to City RMH-S (Residential Manufactured Home Subdivision), under the specific provisions as established by the City of Tavares Land Development Regulations.

Section 3. Severability.

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

Section 4. Effective Date.

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

PASSED AND ORDAINED this _____ of _____, 2014 by the City Council of the City of Tavares, Florida.

_____

Robert Wolfe, Mayor
Tavares City Council

First Reading: _____

Passed Second Reading: _____

ATTEST:

_____

Nancy Barnett, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

Robert Q. Williams, City Attorney

Exhibit A

THAT PART OF LOTS 1 AND 2 IN WEST SHORE, A SUBDIVISION IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGE 69, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE MOST NORTHERLY CORNER OF THE SAID LOT 1 RUN SOUTH ALONG THE EAST LINE OF THE SAID LOT 1 A DISTANCE OF 159.4 FEET FOR A POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, RUN THENCE SOUTH ALONG THE EAST LINE OF THE SAID LOT 1 A DISTANCE OF 75 FEET, MORE OR LESS, TO THE WATERS OF A CANAL, THE SAID POINT BEING HEREBY DESIGNATED AS POINT "A"; BEGIN AGAIN AT THE POINT OF BEGINNING, THENCE RUN WEST 54.87 FEET; THENCE RUN SOUTH 02° 50′ EAST 91.61 FEET; THENCE RUN NORTH 82° 49′ 10" EAST 5 FEET, MORE OR LESS, TO THE WATERS OF A CANAL; THENCE RUN EASTERLY, ALONG AND WITH THE WATERS OF THE SAID CANAL TO THE ABOVE DESIGNATED POINT "A".

and

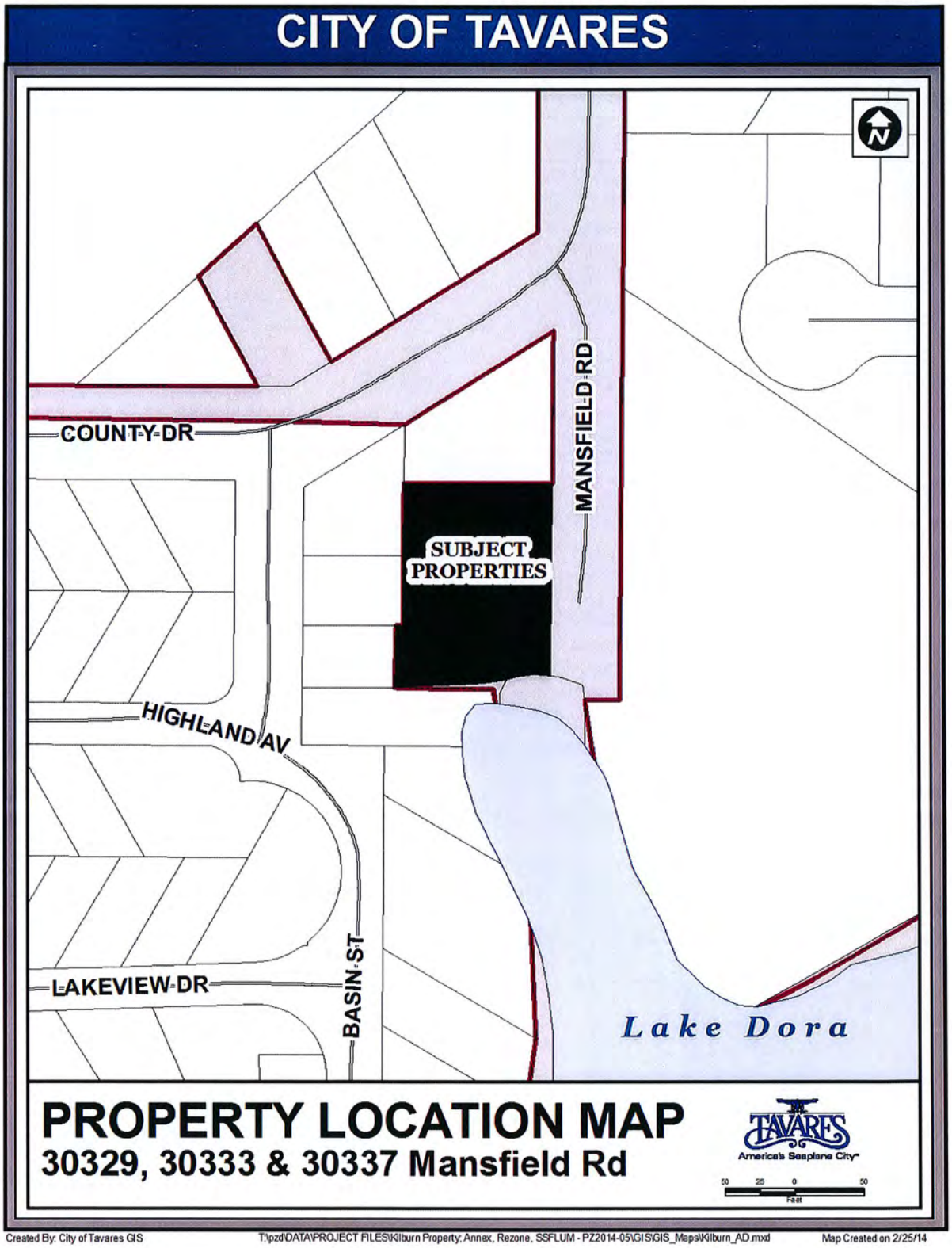
THAT PART OF LOTS 1 AND 2 IN WEST SHORE, A SUBDIVISION IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 69, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:
FROM THE SOUTHWEST CORNER OF THE SAID LOT 2, RUN NORTH ALONG THE WEST LINE OF THE SAID LOT 2 A DISTANCE OF 41 FEET; THENCE RUN EAST 65 FEET FOR A POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, RUN THENCE NORTH 49 FEET; THENCE RUN EAST 5 FEET; THENCE RUN NORTH 50 FEET; THENCE RUN EAST 50 FEET TO A POINT THAT IS 54.87 FEET WEST OF THE EAST LINE OF THE SAID LOT 1; THENCE RUN SOUTH 02°50' EAST 91.61 FEET TO A POINT THAT IS NORTH 82°49'10" EAST OF THE POINT OF BEGINNING; THENCE RUN SOUTH 82°49'10" EAST OF THE POINT OF BEGINNING; THENCE RUN SOUTH 82°49'10" WEST 60 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH EASEMENT RIGHTS AS RECORDED IN OFFICIAL RECORDS BOOK 867, PAGES 955, 956 AND 957, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH THAT CERTAIN 1974 SHEB. MOBILE HOME, ID#731264S460430LB, AND ALL APPURTENANCES THERETO.

and

Begin 159.4 feet South of the most Northerly corner of Lot 1 of West Shore, according to the plat thereof, as recorded in Plat Book 13, Pages 69, Public Records of Lake County, Florida, run thence West 104.87 feet thence North 50 feet, thence East to the East line of said Lot 1, thence South to Point of Beginning.


CITY OF TAVARES
COUNTY DR
MANSFIELD RD
SUBJECT PROPERTIES
HIGHLAND AV
BASIN ST
LAKEVIEW DR
Lake Dora
PROPERTY LOCATION MAP
30329, 30333 & 30337 Mansfield Rd
TAVARES
America's Seaplane City
50 25 0 50
Feet
Created By: City of Tavares GIS
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Map Created on 2/25/14

1
2
3
4

CITY OF TAVARES - PROPERTY LOCATION MAP

PROPERTY LOCATION MAP
30329, 30333 & 30337 Mansfield Rd.

TAVARES
America's Seaplane City

80 40 0 80
Feet

DRAFTED BY: CITY OF TAVARES GIS

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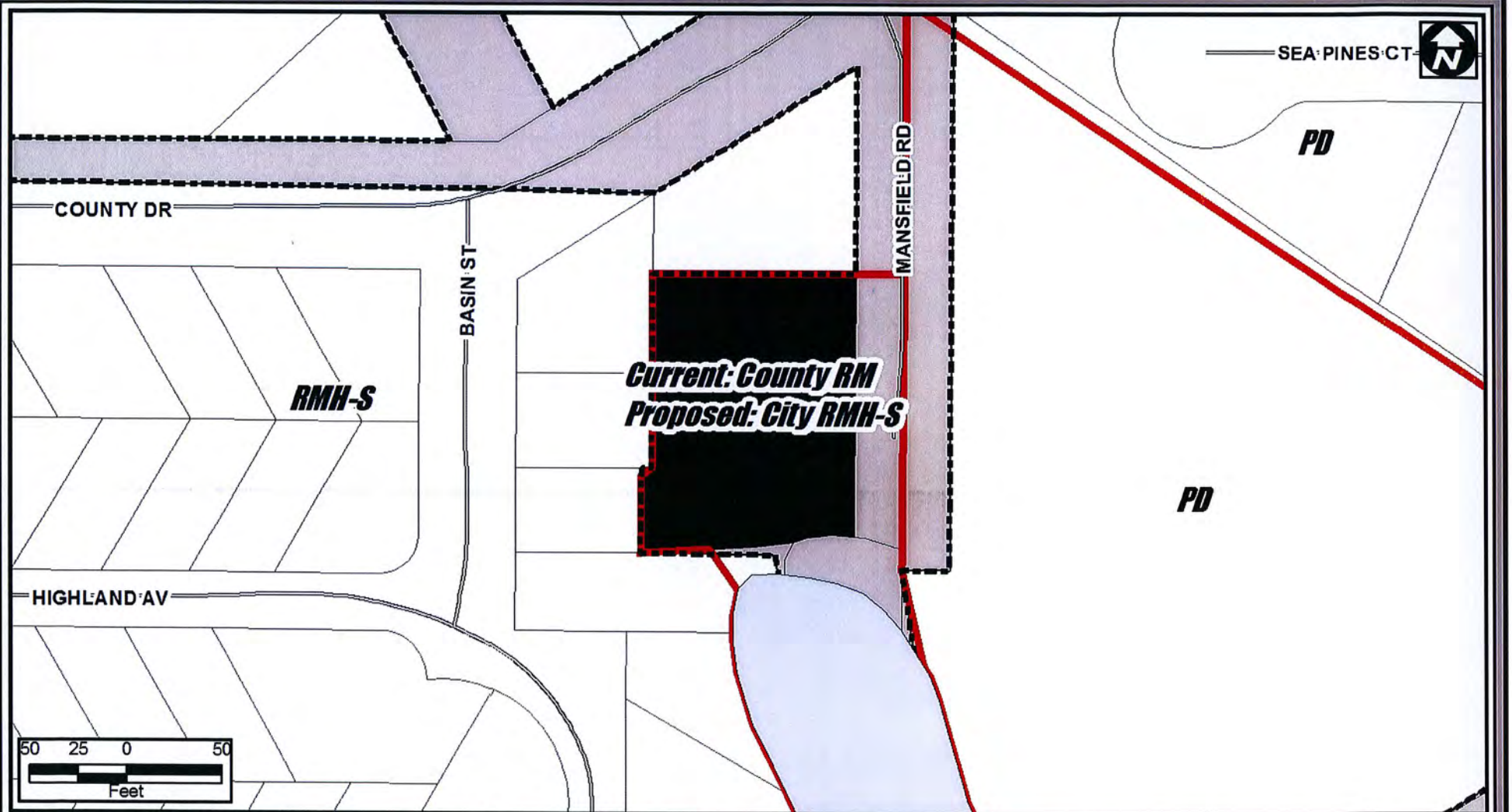
MAP CREATED ON 3/4/14

CITY OF TAVARES ORDINANCE # 2014-01



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

TAVARES America's Seaplane City

ZONING MAP

ORDINANCE # 2014-01

30329, 30333 & 30337 Mansfield Rd.

Current Zoning: County RM
Proposed Zoning: City RMH-S
0.33 ± Acres

Legend

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

DRAFTED BY: CITY OF TAVARES GIS

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MAP CREATED ON 3/4/14

THE ARTS IN LAKE

'South Pacific' aims to enchant in Clermont

By Debbie Manis
Staff Writer

Rodgers and Hammerstein's classic "South Pacific" will be presented by the Moonlight Players, which opens Friday at the Warehouse Theatre, 732-B W. Montrose St. in Clermont.

The musical, based on James A. Michener's Pulitzer Prize winning novel "Tales of the South Pacific," is set in the paradise of the tropics during World War II.

"South Pacific" features parallel love stories, both dealing with racial prejudice. Navy nurse Nellie Forbush's love for sophisticated French planter Emile de Becque and Princeton-educated Lt. Joseph Cable's relationship with a young Tonkinese woman, Liat.

Memorable songs include "Some Enchanted Evening," "There is Nothing Like a Dame," "Younger Than Springtime" and "Bali Ha'i."

The show will be presented for four consecutive weekends. Performances are set for 8 p.m. Fridays and Saturdays and 2 p.m. Sundays.

Tickets are $15 for adults and $12 for students.

Details or reservations: 352-394-4186.

Dance and competition

Humanities and Fine Arts Charter School in Leesburg, which serves children in kindergarten through fourth grade interested in the fine arts, including music, drama, dance and oration, will present "The Green and White Couples Dance and Competition."

The event will be held from 7:30 to 8:30 p.m. Saturday in the school's cafetorium, 213 N. Lee St.

Prizes will be awarded to best choreography, best costume and most creative dance. Cost is $10 per couple to participate.

Tickets to the dance are $20 and include drinks and hors d'oeuvres.

The event is open to the public and adults.

To register for the competition and tickets, call the office at 352-315-4322.

Artsy events

■ Janet Crane and Suzan Buckwalter are March's artists of the month at Artisans on Fifth, an artists' cooperative-gallery shop in Mount Dora. A reception will kick off their exhibit from 6 to 8 p.m. Friday at the gallery shop, 134 E. Fifth Ave.

Crane is known for her woven, knitted and wire-wrapped jewelry. Buckwalter, who is known for her vibrant watercolor paintings, has been experimenting with collage and mixed media.

The free event is open to the public. Refreshments will be served.

Details: artisansonfifth.com.

■ The next Second Friday Art Stroll is 6 to 8 p.m. Friday.

Visitors can take a walking tour of downtown Mount Dora and view art while listening to music. Artists will be selling their works at designated venues.

Details: 352-383-0880.

Art league meeting

The Eustis Art League will meet from 2 to 4 p.m. Saturday at the Lake Eustis Museum of Art, 1 W. Orange Ave., Eustis.

Krysta Smith will speak about abstract painting and demonstrate some of her techniques for creating unique textures. Details: eustisartleague.com

Orlando Sentinel, 1898 E. Burleigh Blvd., Tavares, FL 32778, 352-742-5932 or dmanis@tribune.com.

YOUR COMMUNITY IN BRIEF

Luncheon to aid charity group

Members of Chapter ID, a local Philanthropic Educational Organization, will have its sixth Spring Fling fundraising luncheon from 11 a.m. to 2 p.m. Saturday at Lake Receptions, 4425 N. County Road 19A, Mount Dora.

Area women are invited.

The Rev. John Harrington, senior pastor of Morrison United Methodist Church in Leesburg, will be the featured storyteller. He will present "A Strange Thing Happened Early Easter Eve."

There also will be a silent auction. Baked goods and plants will be sold.

Proceeds will be used for international PEO projects and local scholarships and grants.

Tickets are $25 each and are available by calling Eleanor Boulier, 352-365-2909.

Walk-a-thon

Chapter 169 of the Korean War Veterans Association of Lake County will host a walk-a-thon beginning at 8 a.m. Saturday at the football field at Leesburg High School, 1101 Yellow Jacket Way.

Walkers will seek pledge donations from sponsors with proceeds going to Project SOS (Support our Soldiers). The Villages Honor Flight and Chapter 169 of the KWVA.

There is no registration fee.

For more information or to download a pledge or sponsorship form, visit cid169kwva.org and click on "activities."

Details: Art Iversen, 352-753-0139.

Meetings

■ The Lake County Parkinson's Support Group will meet from 1 to 3 p.m. Tuesday in the Family Life Center at Lake Square Presbyterian Church, 10200 Morningside Drive, Leesburg. Social time and light refreshments will be from 1 to 1:20 p.m. Jennifer Braun, a speech and language pathologist, will speak about the Lee Silverman voice treatment, which is one of the most widely practiced treatment for speech disorders associated with Parkinson's disease.

Details: Pat or Dave Tribbey, 352-343-0376, or Marion or Jim Papson, 352-315-9359.

■ Pastfinders Genealogical Society's meeting is 4:30 to 7 p.m. Thursday in Room 108 at Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont.

Mary L. Jackson Fears, a storyteller and Civil War re-enactor, will present "The Service of People of Color in the Civil War." Fears, a retired Volusia school media specialist, will tell stories based on historic documents and explain unique displays of her memorabilia throughout the presentation.

The free event is open to the public. Donations will be accepted.

Low-calorie desserts

Leesburg Center for the Arts, 429 W. Magnolia St., will have the next class in its culinary arts series, "Fancy Low Calorie Desserts," from 6 to 9 p.m. Thursday.

Participants will learn how to make fancy looking and tasty desserts, by using low-fat and low-caloric ingredients, fresh fruits and nuts.

Cost is $40. To register or to download a schedule, visit leesburgcenter4arts.com and click on "course guide."

Details: 352-365-0232.

Reunion

The 32nd annual Minnesota reunion potluck picnic is 9 a.m. to 2 p.m. Tuesday at Hickory Point Recreation Facility, 27311 State Road 19, Tavares by the Howey-in-the-Hills bridge. Lunch is at 11:30 a.m. Bring a covered dish to serve and personal table service. Coffee, iced tea and lemonade will be provided. No alcohol is permitted.

Details: Gary or Bunnie Neuman, 407-808-3385, or Arthur or Elaine Kolle, 352-771-0151.

Health programs

Florida Hospital Waterman will host the following free educational program:

■ Dr. Vrej Manoogian, an orthopedic surgeon, will present "Bone and Ligament Spring Total Knee Replacement" from 1 to 2 p.m. Thursday at Leesburg Community Building, 109 E. Dixie Ave.

Mardi Gras

Cagan Crossings Farmer's Market, 600 Cagan Park Ave. in Clermont, will host Mardi Gras from 4 to 8 p.m. Friday. Activities will include a bead toss every hour, Mardi Gras mask contest, Mutti-Gras pet parade and costume contest, along with the usual weekly vendors that offer produce, homemade jellies, fudge and bread, beef, chicken, handmade soaps, art objects, jewelry and more.

Details: facebook.com/caganfarmersmarket.

Orlando Sentinel, 1898 E. Burleigh Blvd., Tavares, FL 32778, 352-742-5932 or dmanis@tribune.com.

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• Roller Shades • Arched Windows
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THE CITY OF TAVARES
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Tavares will consider at the public hearings set forth below enactment of proposed Resolution 2014-07 titled as follows:

RESOLUTION 2014-07

A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, GRANTING A VARIANCE TO THE CITY OF TAVARES LAND DEVELOPMENT REGULATIONS, MINIMUM REAR YARD SETBACK FOR A RESIDENTIAL MANUFACTURED HOME SUBDIVISION (RMH-S) ZONING FOR PROPERTY LOCATED AT 2408 VINDALE AVENUE, TAVARES, FL; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

Proposed Resolution 2014-07 will be considered at the following public meetings:
1. Tavares Planning & Zoning Board meeting on March 20, 2014, at 3 p.m.; and
2. Tavares City Council meeting on April 2, 2014, at 4 p.m.

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

Proposed Resolution 2014-07 may be inspected by the public between the hours of 7:30 a.m. and 5:00 p.m. Monday through Friday of each week at City Hall.

Interested parties may appear at the meetings and be heard with respect to the proposed resolution. 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.

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 Ordinances 2014-01 & 2014-02 titled as follows:

ORDINANCE 2014-01

AN ORDINANCE AMENDING THE BOUNDARIES OF THE CITY OF TAVARES BY ANNEXING APPROXIMATELY 0.36 ACRES OF LAND CONSISTING OF THREE MOBILE HOME LOTS GENERALLY LOCATED ON THE SOUTHWEST END OF MANSFIELD ROAD, REZONING THE PROPERTY FROM COUNTY RM (MIXED HOME RESIDENTIAL) TO CITY RMH-S (RESIDENTIAL MANUFACTURED HOME SUBDIVISION); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2014-02

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2020, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON APPROXIMATELY .36 ACRES OF LAND CONSISTING OF THREE MOBILE HOME LOTS GENERALLY LOCATED ON THE SOUTHWEST END OF MANSFIELD ROAD FROM LAKE COUNTY URBAN LOW TO CITY MOBILE HOME; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Proposed Ordinances 2014-01 & 2014-02 will be considered at the following public meetings:
1. Tavares Planning & Zoning Board meeting on March 20, 2014, at 3 p.m.; and
2. Tavares City Council meeting on April 2, 2014, at 4 p.m. (Introduction and First Reading by Title Only); and
3. Tavares City Council meeting on April 16, 2014, at 4 p.m. (Second Reading)

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

Proposed Ordinances 2014-01 & 2014-02 may be inspected by the public between the hours of 7:30 a.m. and 5:00 p.m. Monday through Friday of each week at City Hall.

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

Orlando Sentinel
Publication Date: 03/10/2014
Ad Number: 2206309-1
Insertion Number:
Size: 3 x 10.5
Color Type: B&W
Client Name:
Advertiser: City of Tavares
Section/Page/Zone: Lake Zone/E003/LAK
Description: advertising Ord 14-01 & 14-02
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.

Jacques Skutt stated that the City of Tavares tries to ensure that HOA approval is obtained prior to a building permit being issued as a courtesy to active HOAs.

Alma Seaburg confirmed that a letter of approval was sent to Mr. Reineck.

MOTION

Morris Osborn moved to recommend approval of Resolution 2014-07. The motion was seconded by Howard Haynes. The motion carried 5-0.

2) Kilburn Family Property – Annexation & Rezoning (Ordinance 2014-01)

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

The subject property is located at the south end of Mansfield Road. The property is approximately 0.36 acres in size and is comprised of three existing mobile home lots and homes. These three lots form a County enclave within the boundaries of the City of Tavares. All adjacent properties are zoned Mobile Home Subdivision. These homes are on septic tanks and the owners desire to connect to the city's sanitary sewer that is currently being extended to the end of Mansfield Road.

Morris Osborn requested that Jacques Skutt revise the legal descriptions as they appeared to be incomplete.

MOTION

Morris Osborn moved to recommend approval of Ordinance 2014-01. The motion was seconded by Norb Thomas. The motion carried 5-0.

3) Kilburn Family Property – LSFLUM (Ordinance 2014-02)

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

Ordinance 2014-02 proposes a small scale amendment to the Future Land Use Map 2020 of the Comprehensive Plan.

The subject property (Parcel Alternate Key Numbers 1769698, 2809116 and 1497698) is 0.36 acres in size and located at the south end of Mansfield Road. An application to annex and rezone this property to a RMH-S (Residential Manufactured Home Subdivision) zoning is concurrently under consideration. This ordinance would amend the current Future Land Use Designation from Lake County Urban Low Density to City Mobile Home.

Future Land Use Amendment

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

AGENDA SUMMARY
TAVARES CITY COUNCIL
APRIL 2, 2014

AGENDA TAB NO. 5 **FIRST READING**

SUBJECT TITLE: **Ordinance 2014-02**
Small Scale Future Land Use Amendment- Kilburn Family Properties
30329, 30333 and 30337 Mansfield Road

OBJECTIVE:

To consider a Future Land Use Map amendment for approximately 0.36 acres of property located at the south end of Mansfield Road.

SUMMARY:

Ordinance 2014-02 proposes a small scale amendment to the Future Land Use Map 2020 of the Comprehensive Plan.

The subject property (Parcel Alternate Key Numbers 1769698, 2809116 and 1497698) is 0.36 acres in size and located at the south end of Mansfield Road. An application to annex and rezone this property to a RMH-S (Residential Manufactured Home Subdivision) zoning is concurrently under consideration. This ordinance would amend the current Future Land Use Designation from Lake County Urban Low Density to City Mobile Home.

Future Land Use Amendment

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

Compatibility

Properties adjacent to this property are residential in nature occupied by mobile and manufactured homes.

Site Conditions

The property is comprised of three existing mobile home lots and homes. The applicants have no development or modification desires.

Impact on City Services

The City of Tavares has municipal water and sewer services available to the subject parcel and the owners are currently a water service customer. They desire to connect to the city sanitary sewer that is being extended to their properties.

FINDINGS

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

1. A Mobile Home Residential Future Land Use designation is consistent with the subject property's existing conditions and would serve as the most appropriate land use for the subject property in accordance with Future Land Use policy 1-1.1.6.

2. Impacts of the proposed development of the subject property shall be monitored through the City's Concurrency Management System. (Comp Plan, Chapter 7A)

OPTIONS:

No Council action required at First Reading.

STAFF RECOMMENDATION:

At Second Reading, staff will recommend that City Council moves to approve Ordinance 2014-02.

PLANNING & ZONING BOARD RECOMMENDATION:

At its March 20th meeting, the Planning & Zoning Board voted unanimously to recommend approval of Ordinance 2014-02.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

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

ORDINANCE 2014-02

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2020, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON APPROXIMATELY .36 ACRES OF LAND CONSISTING OF THREE MOBILE HOME LOTS GENERALLY LOCATED ON THE SOUTHWEST END OF MANSFIELD ROAD FROM LAKE COUNTY URBAN LOW TO CITY MOBILE HOME; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the properties presently addressed as 30329, 30333 and 30337 Mansfield Road and legally defined as and depicted in **Exhibit "A"** attached hereto, have been incorporated into and made a part of the City of Tavares, Florida, pursuant to the voluntary annexation provisions of Section 171.044, Florida Statutes; and

WHEREAS, the owners of properties described in **Exhibit "A"** attached hereto, are requesting an amendment to the Tavares Comprehensive Plan Future Land Use Map 2020 to change the designation of said properties from Lake County Urban Low to City Mobile Home; and

WHEREAS, the properties consists of less than ten acres; and

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

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

WHEREAS, a City Mobile Home Future Land Use designation is compatible with surrounding future land use designations; and

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

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

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

Section 1. Future Land Use Amendment

The Comprehensive Plan and Future Land Use Map 2020 of the City of Tavares, Florida, is hereby amended to reflect a re-designation from Lake County Urban Low to City Mobile Home on certain real properties as legally described in **Exhibit "A"**. All provisions of the Comprehensive Plan shall hereby apply to said properties.

Section 2. Severability and Conflicts

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

Section 3. Transmittal

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

Section 4. Effective Date

The effective date of this plan amendment, if the amendment is not timely challenged,

shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

PASSED AND ADOPTED this _____day of _____, 2014 by the City Council of the City of Tavares, Florida.

_____
Robert Wolfe, Mayor
Tavares City Council

First Reading: _____

Second Reading & Final Adoption: _____

ATTEST:

_____
Nancy A. Barnett, City Clerk

Approved as to form:

_____
Robert Q. Williams, City Attorney

Exhibit A

THAT PART OF LOTS 1 AND 2 IN WEST SHORE, A SUBDIVISION IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGE 69, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE MOST NORTHERLY CORNER OF THE SAID LOT 1 RUN SOUTH ALONG THE EAST LINE OF THE SAID LOT 1 A DISTANCE OF 159.4 FEET FOR A POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, RUN THENCE SOUTH ALONG THE EAST LINE OF THE SAID LOT 1 A DISTANCE OF 75 FEET, MORE OR LESS, TO THE WATERS OF A CANAL, THE SAID POINT BEING HEREBY DESIGNATED AS POINT "A"; BEGIN AGAIN AT THE POINT OF BEGINNING, THENCE RUN WEST 54.87 FEET; THENCE RUN SOUTH 02° 50′ EAST 91.61 FEET; THENCE RUN NORTH 82° 49′ 10" EAST 5 FEET, MORE OR LESS, TO THE WATERS OF A CANAL; THENCE RUN EASTERLY, ALONG AND WITH THE WATERS OF THE SAID CANAL TO THE ABOVE DESIGNATED POINT "A".

and

THAT PART OF LOTS 1 AND 2 IN WEST SHORE, A SUBDIVISION IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 69, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF THE SAID LOT 2, RUN NORTH ALONG THE WEST LINE OF THE SAID LOT 2 A DISTANCE OF 41 FEET; THENCE RUN EAST 65 FEET FOR A POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, RUN THENCE NORTH 49 FEET; THENCE RUN EAST 5 FEET; THENCE RUN NORTH 50 FEET; THENCE RUN EAST 50 FEET TO A POINT THAT IS 54.87 FEET WEST OF THE EAST LINE OF THE SAID LOT 1; THENCE RUN SOUTH 02°50' EAST 91.61 FEET TO A POINT THAT IS NORTH 82°49'10" EAST OF THE POINT OF BEGINNING; THENCE RUN SOUTH 82°49'10" EAST OF THE POINT OF BEGINNING; THENCE RUN SOUTH 82°49'10" WEST 60 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH EASEMENT RIGHTS AS RECORDED IN OFFICIAL RECORDS BOOK 867, PAGES 955, 956 AND 957, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH THAT CERTAIN 1974 SHEB. MOBILE HOME, ID#731264S460430LB, AND ALL APPURTENANCES THERETO.

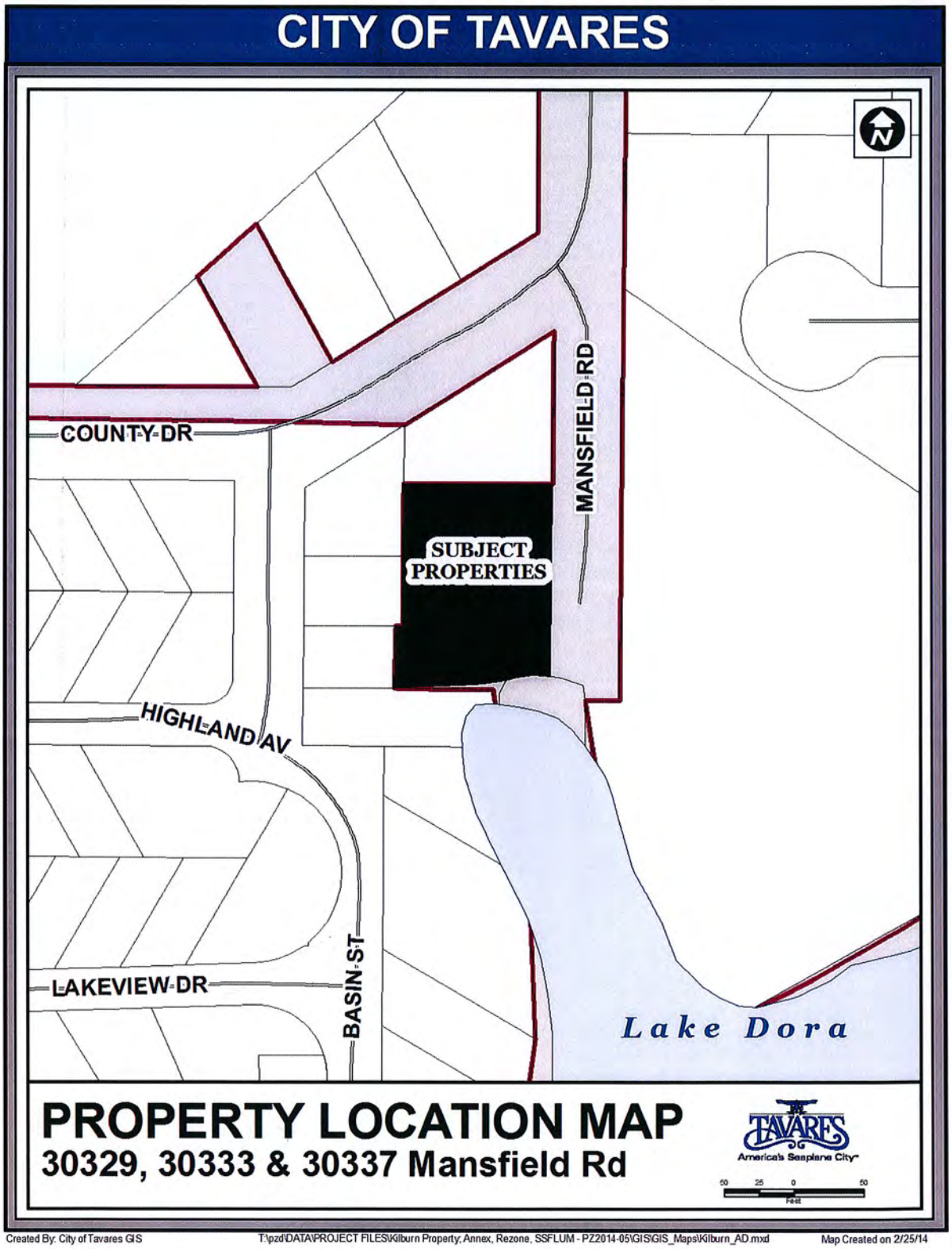
and

Begin 159.4 feet South of the most Northerly corner of Lot 1 of West Shore, according to the plat thereof, as recorded in Plat Book 13, Pages 69, Public Records of Lake County, Florida, run thence West 104.87 feet thence North 50 feet, thence East to the East line of said Lot 1, thence South to Point of Beginning.

Exhibit A

WEST SHORE FROM SW COR OF LOT 2 RUN N ALONG W LINE OF SD LOT 2 A DIST OF 41 FT, E 65 FT FOR POB, RUN N 49 FT, E 5 FT, N 50 FT, E 50 FT TO A PT 54.87 FT W OF E LINE OF LOT 1, S 02-50-0 E A DIST OF 91.61 FT TO A PT THAT IS 82-49-10 E OF

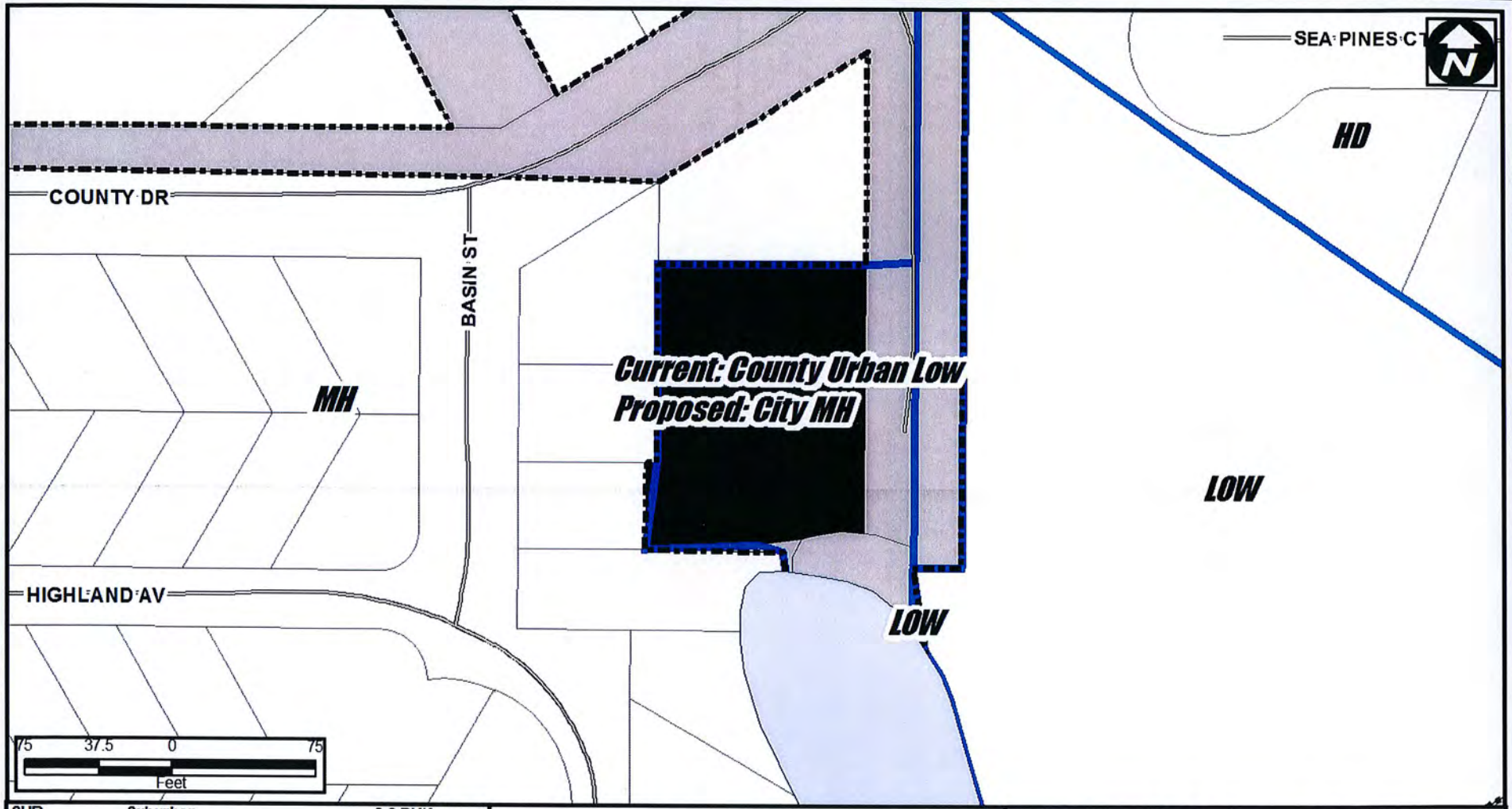
1
2
3



Created By: City of Tavares GIS T:\pzd\DATA\PROJECT FILES\Kilburn Property; Annex, Rezone, SSFLUM - PZ2014-05\GIS\GIS_Maps\Kilburn_AD.mxd Map Created on 2/25/14

4

CITY OF TAVARES ORDINANCE # 2014-02



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

FUTURE LAND USE MAP

ORDINANCE # 2014-02

30329, 30333 & 30337 Mansfield Rd.

Current FLU: County Urban Low
Proposed FLU: City MH

0.33 ± Acres

Legend

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

DRAFTED BY CITY OF TAVARES GIS

T:\pzd\DATA\PROJECT FILES\Kilburn Property; Annex, Rezone, SSFLUM - PZ2014-05\GIS\GIS_Maps\Kilburn_FLU_LS.mxd

MAP CREATED ON 3/4/14

Orlando Sentinel

Publication Date: 03/10/2014

Ad Number: 2206309-1
Insertion Number:
Size: 3 x 10.5
Color Type: B&W
Client Name:
Advertiser: City of Tavares
Section/Page/Zone: Lake Zone/E003/LAK
Description: advertising Ord 14-01 & 14-02

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.

THE ARTS IN LAKE

'South Pacific' aims to enchant in Clermont

By Debbie Manis
Staff Writer

Rodgers and Hammerstein's classic "South Pacific" will be presented by the Moonlight Players, which opens Friday at the Warehouse Theatre, 732-B W. Montrose St. in Clermont.

The musical, based on James A. Michener's Pulitzer Prize winning novel "Tales of the South Pacific," is set in the paradise of the tropics during World War II.

"South Pacific" features parallel love stories, both dealing with racial prejudice. Navy nurse Nellie Forbush's love for sophisticated French planter Emile de Becque and Princeton-educated Lt. Joseph Cable's relationship with a young Tonkinese woman, Liat.

Memorable songs include "Some Enchanted Evening," "There is Nothing Like a Dame," "Younger Than Springtime" and "Bali Ha'i."

The show will be presented for four consecutive weekends. Performances are set for 8 p.m. Fridays and Saturdays and 2 p.m. Sundays.

Tickets are $15 for adults and $12 for students.

Details or reservations: 352-319-1116.

Dance and competition

Humanities and Fine Arts Charter School in Leesburg, which serves children in kindergarten through fourth grade interested in the fine arts, including music, drama, dance and oration, will present "The Green and White Couples Dance and Competition."

The event will be held from 7:30 to 11:30 p.m. Saturday in the school's cafetorium, 213 N. Lee St.

Prizes will be awarded to best choreography, best costume and most creative dance. Cost is $10 per couple to participate.

Tickets to the dance are $20 and include drinks and hors d'oeuvres.

The event is open to the public and adults.

To register for the competition and tickets, call the office at 352-315-4322.

Artsy events

■ Janet Crane and Suzan Buckwalter are March's artists of the month at Artisans on Fifth, an artists' cooperative gallery shop in Mount Dora. A reception will kick off their exhibit from 6 to 8 p.m. Friday at the gallery shop, 134 E. Fifth Ave.

Crane is known for her woven, knitted and wire-wrapped jewelry. Buckwalter, who is known for her vibrant watercolor paintings, has been experimenting with collage and mixed media.

The free event is open to the public. Refreshments will be served.

Details: artisansonfifth.com.

■ The next Second Friday Art Stroll is 6 to 8 p.m. Friday.

Visitors can take a walking tour of downtown Mount Dora and view art while listening to music. Artists will be selling their works at designated venues.

Details: 352-383-0880.

Art league meeting

The Eustis Art League will meet from 2 to 4 p.m. Saturday at the Lake Eustis Museum of Art, 1 W. Orange Ave., Eustis.

Krysta Smith will speak about abstract painting and demonstratesome of her techniques for creating unique textures. Details: eustisartleague.com.

Orlando Sentinel, 1898 E. Burleigh Blvd., Tavares, FL 32778, 352-742-5932 or dmanis@tribune.com.

YOUR COMMUNITY IN BRIEF

Luncheon to aid charity group

Members of Chapter ID, a local Philanthropic Educational Organization, will have its sixth Spring Fling fundraising luncheon from 11 a.m. to 2 p.m. Saturday at Lake Receptions, 4425 N. County Road 19A, Mount Dora.

Area women are invited.

The Rev. John Harrington, senior pastor of Morrison United Methodist Church in Leesburg, will be the featured storyteller. He will present "A Strange Thing Happened Early Easter Eve."

There also will be a silent auction. Baked goods and plants will be sold.

Proceeds will be used for international PEO projects and local scholarships and grants.

Tickets are $25 each and are available by calling Eleanor Boulier, 352-365-2909.

Walk-a-thon

Chapter 169 of the Korean War Veterans Association of Lake County will host a walk-a-thon beginning at 8 a.m. Saturday at the football field at Leesburg High School, 1401 Yellow Jacket Way.

Walkers will seek pledge donations from sponsors with proceeds going to Project SOS (Support our Soldiers). The Villages Honor Flight and Chapter 169 of the KWVA.

There is no registration fee.

For more information or to download a pledge or sponsorship form, visit cid169kwva.org and click on "activities"

Details: Art Iversen, 352-753-0139.

Meetings

■ The Lake County Parkinson's Support Group will meet from 11 to 3 p.m. Tuesday in the Family Life Center at Lake Square Presbyterian Church, 10200 Morningside Drive, Leesburg. Social time and light refreshments will be from 11 to 1:20 p.m. Jennifer Braun, a speech and language pathologist, will speak about the Lee Silverman voice treatment, which is one of the most widely practiced treatment for speech disorders associated with Parkinson's disease.

Details: Pat or Dave Tribbey, 352-343-0376, or Marion or Jim Papson, 352-315-9359.

■ Pastfinders Genealogical Society's meeting is 1:30 to 7 p.m. Thursday in Room 108 at Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont.

Mary L. Jackson Fears, a storyteller and Civil War reenactor, will present "The Service of People of Color in the Civil War." Fears, a retired Volusia school media specialist, will tell stories based on historic documents and explain unique displays of her memorabilia throughout the presentation.

The free event is open to the public. Donations will be accepted.

Low-calorie desserts

Leesburg Center for the Arts, 429 W. Magnolia St., will have the next class in its culinary arts series, "Fancy Low Calorie Desserts," from 6 to 9 p.m. Thursday.

Participants will learn how to make fancy looking and tasty desserts, by using low-fat and low-calorie ingredients, fresh fruits and nuts.

Cost is $40. To register or to download a schedule, visit leesburgcenterfarts.com and click on "course guide."

Details: 352-365-0232.

Reunion

The 32nd annual Minnesota reunion potluck picnic is 9 a.m. to 2 p.m. Tuesday at Hickory Point Recreation Facility, 27341 State Road 19, Tavares by the Howey-in-the-Hills bridge. Lunch is at 11:30 a.m. Bring a covered dish to serve and personal table service. Coffee, iced tea and lemonade will be provided. No alcohol is permitted.

Details: Gary or Bonnie Neuman, 407-808-3385, or Arthur or Elaine Kolle, 352-771-0151.

Health programs

Florida Hospital Waterman will host the following free educational program:

■ Dr. Vraj Manoogian, an orthopedic surgeon, will present "Bone and Ligament Spring Total Knee Replacement" from 11 to 2 p.m. Thursday at Leesburg Community Building, 109 E. Dixie Ave.

Mardi Gras

Cagan Crossings Farmer's Market, 600 Cagan Park Ave. in Clermont, will host Mardi Gras from 4 to 8 p.m. Friday. Activities will include a bead toss every hour, Mardi Gras mask contest, Mutti-Gras pet parade and costume contest, along with the usual weekly vendors that offer produce, homemade jellies, fudge and bread, beef, chicken, handmade soaps, art objects, jewelry and more.

Details: facebook.com/caganfarmersmarket.

Orlando Sentinel, 1898 E. Burleigh Blvd., Tavares, FL 32778, 352-742-5932 or dmanis@tribune.com.

Bella Toscana Spa

ENJOY A SPA TREATMENT

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Phone: 352.742.7727

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$16.95/sq. ft.
NO MINIMUM REQUIRED
Before tax. May not be combined with any other offer. Some restrictions apply. Must present coupon at time of estimate. Exp 3/31/14

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Some restrictions apply. May not be combined with any other offer. Must present coupon at time of estimate. Exp 3/31/14

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THE CITY OF TAVARES
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Tavares will consider at the public hearings set forth below enactment of proposed Resolution 2014-07 titled as follows:

RESOLUTION 2014-07

A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, GRANTING A VARIANCE TO THE CITY OF TAVARES LAND DEVELOPMENT REGULATIONS, MINIMUM REAR YARD SETBACK FOR A RESIDENTIAL MANUFACTURED HOME SUBDIVISION (RMH-S) ZONING FOR PROPERTY LOCATED AT 2408 VINDALE AVENUE, TAVARES, FL; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

Proposed Resolution 2014-07 will be considered at the following public meetings:
1. Tavares Planning & Zoning Board meeting on March 20, 2014, at 3 p.m.; and
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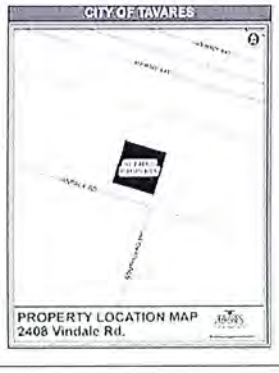
Please direct any questions on this proposed ordinance to Jacques Skutt, Community Development Director, at 742-6404.



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 Ordinances 2014-01 & 2014-02 titled as follows:

ORDINANCE 2014-01

AN ORDINANCE AMENDING THE BOUNDARIES OF THE CITY OF TAVARES BY ANNEXING APPROXIMATELY 0.36 ACRES OF LAND CONSISTING OF THREE MOBILE HOME LOTS GENERALLY LOCATED ON THE SOUTHWEST END OF MANSFIELD ROAD, REZONING THE PROPERTY FROM COUNTY RM (MIXED HOME RESIDENTIAL) TO CITY RMH-S (RESIDENTIAL MANUFACTURED HOME SUBDIVISION); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2014-02

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2020, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON APPROXIMATELY .36 ACRES OF LAND CONSISTING OF THREE MOBILE HOME LOTS GENERALLY LOCATED ON THE SOUTHWEST END OF MANSFIELD ROAD FROM LAKE COUNTY URBAN LOW TO CITY MOBILE HOME; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Proposed Ordinances 2014-01 & 2014-02 will be considered at the following public meetings:
1. Tavares Planning & Zoning Board meeting on March 20, 2014, at 3 p.m.; and
2. Tavares City Council meeting on April 2, 2014, at 4 p.m. (Introduction and First Reading by Title Only); and
3. Tavares City Council meeting on April 16, 2014, at 4 p.m. (Second Reading)

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

Proposed Ordinances 2014-01 & 2014-02 may be inspected by the public between the hours of 7:30 a.m. and 5:00 p.m. Monday through Friday of each week at City Hall.

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

Jacques Skutt stated that the City of Tavares tries to ensure that HOA approval is obtained prior to a building permit being issued as a courtesy to active HOAs.

Alma Seaburg confirmed that a letter of approval was sent to Mr. Reineck.

MOTION

Morris Osborn moved to recommend approval of Resolution 2014-07. The motion was seconded by Howard Haynes. The motion carried 5-0.

2) Kilburn Family Property – Annexation & Rezoning (Ordinance 2014-01)

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

The subject property is located at the south end of Mansfield Road. The property is approximately 0.36 acres in size and is comprised of three existing mobile home lots and homes. These three lots form a County enclave within the boundaries of the City of Tavares. All adjacent properties are zoned Mobile Home Subdivision. These homes are on septic tanks and the owners desire to connect to the city's sanitary sewer that is currently being extended to the end of Mansfield Road.

Morris Osborn requested that Jacques Skutt revise the legal descriptions as they appeared to be incomplete.

MOTION

Morris Osborn moved to recommend approval of Ordinance 2014-01. The motion was seconded by Norb Thomas. The motion carried 5-0.

3) Kilburn Family Property – LSFLUM (Ordinance 2014-02)

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

Ordinance 2014-02 proposes a small scale amendment to the Future Land Use Map 2020 of the Comprehensive Plan.

The subject property (Parcel Alternate Key Numbers 1769698, 2809116 and 1497698) is 0.36 acres in size and located at the south end of Mansfield Road. An application to annex and rezone this property to a RMH-S (Residential Manufactured Home Subdivision) zoning is concurrently under consideration. This ordinance would amend the current Future Land Use Designation from Lake County Urban Low Density to City Mobile Home.

Future Land Use Amendment

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

Compatibility

Properties adjacent to this property are residential in nature occupied by mobile and manufactured homes.

Site Conditions

The property is comprised of three existing mobile home lots and homes. The applicants have no development or modification desires.

Impact on City Services

The City of Tavares has municipal water and sewer services available to the subject parcel and the owners are currently a water service customer. They desire to connect to the city sanitary sewer that is being extended to their properties.

FINDINGS

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

1. A Mobile Home Residential Future Land Use designation is consistent with the subject property's existing conditions and 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)

Morris Osborn asked that staff check that the FLU map is accurate regarding the included property.

MOTION

Richard Root moved to recommend approval of Ordinance 2014-02. The motion was seconded by Norb Thomas. The motion carried 5-0.

Jacques Skutt stated that the City of Tavares is working with the East Central Florida Regional Planning Council to do an economic development study for property south of Lake Dora. He stated that a Stakeholder meeting regarding the study will be scheduled on April 17, 2014 at 2:00 p.m. in City Council Chambers, and that all Planning & Zoning Board members are welcome to attend.

There was no further business and the meeting adjourned at approximately 3:26 p.m.

Respectfully submitted,

_____

Michael Fitzgerald
Development Coordinator

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: April 2, 2014

AGENDA TAB NO: 6

SUBJECT TITLE: Approve Resolution No. 2014-10 and authorize execution of loan documents for Capital Improvement Revenue Note, Series 2014 (Capital Financing for Police Vehicles and Solid Waste Automated Truck)

OBJECTIVE:
To seek Council's approval for approval of Resolution No. 2014-10, and approve the execution of loan documents for Capital Improvement Revenue Note, Series 2014 for the Purchase of 12 Police Vehicles and one (1) Automated Solid Waste Vehicle.

SUMMARY:

The City included the purchase of twelve (12) police vehicles and one (1) garbage truck in the current FY2014 Budget; these vehicles would be purchased utilizing loan/lease proceeds.

On February 16, 2014, the City issued RFP No. 2014-0007 for Lease Purchase Revenue Note, Series 2014 for the purchase of 12 Police Vehicles and the Purchase of one (1) Solid Waste Automated Vehicle.

On February 28, 2014 all received bids were opened publicly. Five Proposals were received and one "No Proposal" response was received.

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.

On March 19, 2014, the City Council approved the award of RFP No. 2014-0007 to BB&T Bank for Lease Purchase Revenue Note, Series 2014 for a term of 5 years at a rate of 1.33% to finance the 12 Police Vehicles, and one Automated Solid Waste Vehicle. The City Council also requested staff to prepare a resolution with bond counsel for debt issuance, and to set a date for loan closing.

At the March 19, 2014 meeting, the City Council asked for details concerning budgeted amounts for the purchase of the vehicles and the budgeted amounts for debt service for Fiscal Year 2014. The table below provides an overview of budgeted amounts versus the loan amount at closing as well as the debt service requirements for FY2014.

FISCAL YEAR 2014 Budget Details for Police Vehicle & Solid Waste Vehicle Purchase					
	Description	**Account Number**		**Budgeted**	**Per Loan**	**Diff**
1	**POLICE**					
	Lease Proceeds	001-0000-384-20-00	**REVENUE**	320,000	445,335	(125,335)
	Equipment Replacement	001-2101-521-64-11	**EXPENDITURE**	320,000	445,335	(125,335)
	Revenue less expenditures			-	-	-

**Original budget was estimated, updated numbers includes lights, sirens, cages, consoles, etc. as well as in-car video systems, vehicle graphics, and readio installs by Lake Co.*

2	**SOLID WASTE**					
	Lease Proceeds	402-0000-384-20-00	**REVENUE**	255,000	253,778	1,222
	Equipment Replacement	402-3401-534-64-11	**EXPENDITURE**	255,000	253,778	1,222
	Revenue less expenditures			-	-	-

FISCAL YEAR 2014 Debt Service Budget versus Actual Debt Service					
		Account Number	**Budgeted**	**Per Loan**	**Diff - Savings**
1	**POLICE DEBT SERVICE**				
	Debt Service - Princ	001-2101-521-71-15	30,070	22,593	7,477
	Debt Service - Int	001-2101-521-72-15	4,400	1,496	2,904
			34,470	24,089	10,381
2	**SOLID WASTE DEBT SERVICE**				
	Debt Service - Princ	402-3401-534-71-15	34,282	22,593	11,689
	Debt Service - Int	402-3401-534-72-15	4,787	1,496	3,291
			39,069	24,089	14,980

OPTIONS:

1. Move to Approve Resolution No. 2014-10, and authorize the execution of the Capital Improvement Revenue Note, Series 2014 with Branch Banking & Trust Co. (BB&T) for the purchase of 12 Police Vehicles with equipment, the purchase of one (1) Automated Solid Waste Vehicle in the amount of $730,630.90 (includes closing costs).

2. Do not approve.

STAFF RECOMMENDATION:

Option 1. Move to Approve Resolution No. 2014-10, and authorize the execution of the Capital Improvement Revenue Note, Series 2014 with Branch Banking & Trust Co. (BB&T) for the purchase of 12 Police Vehicles with equipment and the purchase of one (1) Automated Solid Waste Vehicle in the amount of $730,630.90 (includes closing costs).

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.

Total budgeted lease proceeds and total lease purchases will be adjusted to reflect the approved loan.

LEGAL SUFFICIENCY: Legally Sufficient.

FirstSouthwest
A PlainsCapital Company

Memorandum

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 26, 2014
(Closing Date: April 4, 2014)

To: Distribution List

Subject: City of Tavares, Florida
$730,630.90 Capital Improvement Revenue Note, Series 2014

This memorandum will outline information for the closing of the above referenced bond issue and summarize the money transfers necessary for closing. Unless otherwise noted, all funds will be delivered in Federal Funds.

I. SCHEDULE

Pre-Closing

Date:	Thursday, April 3, 2014
Time:	10:30 am ***(Tentative)***
Place:	City of Tavares 201 East Main Street Tavares, FL 32778

Closing

Date:	Friday, April 4, 2014

II. DELIVERY AND AUTHENTICATION OF THE SERIES 2014 NOTE

Akerman & Senterfitt ("Bond Counsel") will prepare one note for the $730,630.90 Capital Improvement Revenue Note, Series 2014 (the "Series 2014 Note") which will mature on April 1, 2019 and will be registered in the name of Branch Banking and Trust Company ("BB&T"). The Series 2014 Note shall bear interest at a fixed rate of 1.33% per annum, subject to adjustment as provided in the Series 2014 Note.

III. SETTLEMENTS FROM BB&T

Note Proceeds transfer from BB&T is as follows:

		Total
Par Amount	$	730,630.90
Less Bank Credit Review Fee and Counsel Fee		(3,500.00)
Total Transfer Amount	**$**	**727,130.90**

Note Proceeds to be applied as follows:

		Total
Project Fund Deposit	$	699,113.36
Cost of Issuance*		28,017.54
Total Transfer Amount	**$**	**727,130.90**

** Does not include Bank Credit Review Fee and Counsel fee of $3,500.00*

IV. TRANSFER OF SERIES 2014 NOTE PROCEEDS

On the morning of April 4, 2014 and after all note documents have been executed, BB&T will transfer (a) $699,113.36 internally to the City's Project Fund established at BB&T and (b) funds consisting of one (1) Fed Funds wire totaling $28,017.54 to the City for payment of costs of issuance. Note that these funds are net of $3,500.00 for Bank Credit Review and Counsel Fee. Wire instructions are below.

(1) To the City of Tavares for Costs of Issuance

Amount	**$28,017.54**
To:	BB&T
	Charlotte, NC
ABA:	263191387
Account:	0000148243204
Credit:	City of Tavares
Ref:	Cap Imp Rev Note, Series 2014

V. DELIVERY AND CLOSING OF THE SERIES 2014 NOTE

Upon confirmation of the receipt of the above transfers, execution, and delivery of all closing documents and legal opinions associated with the Series 2014 Note, Bond Counsel shall contact the City and release the Series 2014 Note to BB&T and the financing will then be closed.

VI. POST-CLOSING

Upon successful closing of the Series 2014 Note, the City will disburse funds to pay issuance costs, excluding Bank Credit Review Fee and Counsel Fee, associated with the issuance and delivery of the Series 2014 Note.

Approved and Accepted by:

City of Tavares, Florida

_____

Robert E. Wolfe, Mayor
Tavares City Council

LAW OFFICES
WILLIAMS, SMITH & SUMMERS, P.A.
380 WEST ALFRED STREET
TAVARES, FLORIDA 32778-3298

CHRISTOPHER J. SMITH
GARY L. SUMMERS
ROBERT Q. WILLIAMS
KAELY SMITH FRYE

TELEPHONE:
(352) 343-6655
FAX (352) 343-4267

April 4, 2014

City Council
City of Tavares, Florida
Post Office Box 1068
Tavares, Florida 32778-1068

Branch Banking and Trust Company
5130 Parkway Plaza Boulevard
Building #9
Charlotte, NC 28217
Attention: Governmental Finance

Re: $730,630.90 City of Tavares, Florida
Capital Improvement Revenue Note, Series 2014

Ladies and Gentlemen:

We are the City Attorney of the City of Tavares, Florida ("Issuer" or the "City") and have served in that capacity in connection with the issuance of its Capital Improvement Revenue Note, Series 2014 (the "Note"). The Note is being issued pursuant to the Constitution and laws of the State of Florida, including particularly Chapter 166, Florida Statutes, City Resolution No. 2014-10 (the "Resolution") and the Loan Agreement by and between the City and Branch Banking and Trust Company dated April 4, 2013 (the "Loan Agreement" or the "Agreement"). All terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

In rendering the following opinions, we have relied, with your approval, as to factual matters that affect our opinion, solely on our examination of the Agreement and Resolution and certain certificates, opinions and other documents listed on the closing list for the Note (and we have assumed, with your permission, that all statements made therein are true, complete and accurate as of the effective date hereof), and have made no independent investigation or verification of the facts asserted to be true and correct therein.

We have assumed the genuineness of all signatures and the authenticity of all items submitted to us as originals, the conformity with originals of all items submitted to us as copies and the legal capacity of all natural persons. In our examination, we have assumed that any entity executing such documents other than the Issuer has the power to execute and deliver such documents and that such other entity has the power to perform all of its obligations thereunder; and we also have assumed the due authorization by each such entity of all requisite action and the due execution and delivery of such documents by each such entity; and that such documents constitute the valid and binding obligations or undertaking of such entity. Any opinion expressed

herein as being made "to the best of our knowledge" is based upon our having made inquiry of the officers of the Issuer or our having actual knowledge as a result of our representation of the Issuer in this and other matters, but not upon having made an independent investigation.

Based upon the foregoing and subject to the qualifications hereinafter set forth, we are of the opinion that:

1. The Resolution has been duly adopted and the Agreement and the Note have been duly authorized, executed and delivered by the City and each constitutes a valid, binding and enforceable agreement of the City in accordance with their respective terms, except to the extent that the enforceability of the rights and remedies set forth herein may be limited by bankruptcy, insolvency, financial emergency or other laws affecting creditors' rights generally or by usual equity principles.

2. The City's execution, delivery and performance of the Agreement and execution and issuance of the Note are not subject to any authorization, consent, approval or review of any governmental body, public officer or regulatory authority not heretofore obtained or effected.

3. The execution, issuance and delivery of the Note has been duly and validly authorized by the City, and the Note constitutes a valid and binding special obligation of the City enforceable in accordance with its terms.

4. The City (A) is a municipal corporation duly organized and validly existing under the laws of the State of Florida, and (B) has power and authority to adopt the Resolution, to execute and deliver the Agreement, to execute and deliver the Note, and to consummate the transactions contemplated by such instruments.

5. The execution, delivery and performance of the Note and the Agreement, and compliance with the terms thereof, under the circumstances contemplated by the Agreement, do not and will not in any material respect conflict with, or constitute on the part of the City a breach or default under, any indenture, mortgage, deed of trust, agreement or other instrument to which the City or to which its properties are subject or conflict with, violate or result in a breach of any existing law, administrative rule or regulation, judgment, court order or consent decree to which the City or its properties are subject.

6. To the best of our knowledge, there is no claim, action, suit, proceeding, inquiry, investigation, litigation or other proceeding, at law or in equity, pending or threatened in any court or other tribunal, state or federal (A) restraining or enjoining, or seeking to restrain or enjoin, the issuance, sale, execution or delivery of the Note, (B) in any way questioning or affecting the validity or enforceability of any provision of the Agreement, the Note, or the Resolution, (C) in any way questioning or affecting the validity of any of the proceedings or authority for the authorization, sale, execution or delivery of the Note, or of any provision made or authorized for the payment thereof, or

(D) questioning or affecting the organization or existence of the City or the right of any of its officers to their respective offices.

7. The City has the legal power to acquire the Project and to pay associated costs of issuance, and to covenant to budget and appropriate Non-Advalorem Revenues to pay the Debt Service on the Note.

8. All conditions contained in the ordinances and resolutions of the City precedent to the issuance of the Note have been complied with.

It is to be understood that the rights of the owners of the Note, and the enforceability of the Note and the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and laws and equitable principles that may affect remedies or injunctive or other equitable relief, and to the exercise of judicial discretion in appropriate cases.

In accordance with my understanding with the parties participating in the closing on the date hereof, we have not passed upon and consequently express no opinion as to the accuracy, adequacy or completeness of any offering literature that may have been used in connection with the offering or placement of the Note. We have not passed upon any matters relating to the financial condition of the City, and no inference should be drawn that we have expressed any opinion on matters relating to the financial ability of the City to perform their obligations under the Resolution, the Agreement and the Note.

With respect to our foregoing opinion, in its entirety, we express no opinion as to matters governed by any laws other than the laws of the State of Florida. This opinion is furnished by us as counsel for the Issuer, and may be relied upon solely by the addressees hereof and solely in connection with the transaction to which this opinion relates.

Our opinions expressed herein are predicated upon present law (and interpretations thereof), facts and circumstances, and we assume no affirmative obligation to update the opinions expressed herein if such laws (and interpretations thereof), facts or circumstances change after the date hereof.

Sincerely,

Robert Q. Williams
Williams, Smith & Summers, P.A.
City Attorney

RQW/clc

COMPARISON INFORMATION		
[REDLINE: 28336246;2 v. 28336246;3]		03/26/2014 @ 3:44 PM

LOAN AGREEMENT

Dated as of April 4, 2014

By and Between

CITY OF TAVARES, FLORIDA
(the "City")

and

BRANCH BANKING AND TRUST COMPANY
(the "Bank")

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(The Table of Contents for this Loan Agreement is for convenience of reference only and is not intended to define, limit or describe the scope or intent of any provisions of this Loan Agreement.)

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LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement"), made and entered into this 4th day of April, 2014, by and between **CITY OF TAVARES, FLORIDA** (the "City"), a municipal corporation of the State of Florida and its successors and assigns, and **BRANCH BANKING AND TRUST COMPANY**, a North Carolina state banking corporation authorized to do business in Florida, and its successors and assigns (the "Bank").

W I T N E S S E T H:

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

WHEREAS, the City, pursuant to the provisions of the Florida Constitution, Chapter 166, *Florida Statutes* and other applicable provisions of law (all of the foregoing, collectively, the "Act"), and Resolution No. 2014-10, duly adopted by the City on April 2, 2014, is authorized to borrow money, and more particularly issue the Note described below for the City's public purpose; and

WHEREAS, in response to a request for proposal by the City regarding an intended borrowing to finance the acquisition of certain police vehicles, a sanitation vehicle and related equipment (the "Project"), and related costs of issuance, the Bank submitted its proposal, dated February 28, 2014, as amended, to the City (the "Commitment"); and

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITION OF TERMS

Section 1.01. Definitions. Capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings as follows:

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

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

"Bank" shall mean Branch Banking and Trust Company, and its successors and assigns.

"Bond Counsel" shall mean, Akerman LLP, Orlando, Florida, or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions hired by the City to render an opinion on such matters with regard to the Note.

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

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

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

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

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

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

"Default Rate" shall mean the interest rate on the Note plus two percent (2.0%) per annum provided such rate shall not exceed the highest rate of interest allowed by applicable law.

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

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

"Final Maturity Date" shall mean the date on which all principal and all unpaid interest accrued on the Note shall be due and payable in full, which date shall be, if not sooner due to acceleration or prepayment, April 1, 2019.

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

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

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

"Note" shall mean the City of Tavares, Florida Capital Improvement Revenue Note, Series 2014 issued by the City under this Agreement and the Resolution.

"Note Rate" shall mean the rate of interest to be borne by the Note which shall be a fixed rate equal to 1.33% per annum calculated on the basis of a 360-day year of 12, 30-day months, subject to adjustment as provided in the Note.

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

"Payment Date" shall mean each January 1, April 1, July 1 and October 1, commencing July 1, 2014 until the Note has been paid in full.

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

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

"Resolution" shall mean Resolution No. 2014-10, duly adopted at a meeting of the City Council on April 2, 2014, which, among other things, authorized and confirmed the borrowing of the Loan and execution and delivery of this Agreement and the issuance of the Note.

Section 1.02. Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. Any capitalized terms used in this Agreement not herein defined shall have the meaning ascribed to such terms in the Resolution. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE PARTIES

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

(a) Existence. The City is a municipal corporation of the State of Florida, duly created and validly existing under the laws of the State of Florida, with full power to enter into this Agreement, to perform its obligations hereunder and to issue and deliver the Note to the Bank. The making, execution and performance of this Agreement on the part of the City and the issuance

and delivery of the Note have been duly authorized by all necessary action on the part of the City and will not violate or conflict with the Act, or any agreement, indenture or other instrument by which the City or any of its properties is bound.

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

(c) No Financial Material Adverse Change. No material adverse change in the financial condition of the City has occurred since the audited financial statements of the City for its year ended September 30, 2012.

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

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

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

The City will furnish to the Bank (i) within 210 days following the end of each Fiscal Year, a comprehensive annual financial report of the City for such Fiscal Year, which shall include a balance sheet and income statement as of the end of such Fiscal Year, and an audit report of an independent CPA and (ii) by November 15 of each year the current annual budget of the City. Such documents may be provided to the Bank electronically.

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

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

ARTICLE III

THE NOTE

Section 3.01. Purpose and Use. On the date of this Agreement, the Bank shall make available to the City the Loan in the principal amount of Seven Hundred Thirty Thousand Six Hundred Thirty Dollars and Ninety~~-Two~~ Cents ($~~730,630.92~~730,630.90). The proceeds available under the Note and this Agreement shall be used to finance the Project and to pay costs of issuing the Note and such proceeds (other than cost of issuance) shall be deposited in a project fund held by the Bank (the "Project Fund"). The Bank shall disburse amounts from the Project Fund upon receipt of a Project Fund Requisition substantially in the form set forth as Exhibit B to this Agreement.

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

(a) Amount of Note. The aggregate principal amount of the Note shall be Seven Hundred Thirty Thousand Six Hundred Thirty Dollars and Ninety~~-Two~~ Cents ($~~730,630.92~~730,630.90).

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

(c) Prepayments. The Note shall be subject to prepayment at the option of the City, in whole but not in part on any Payment Date, from any legally available monies at a prepayment price of 100% of the principal amount to be prepaid, plus accrued interest to the prepayment date. Any prepayment shall be made on such scheduled payment date as shall be specified by the City in a written notice delivered to the Noteholder not less than five (5) days prior to the specified prepayment date. Any prepayment shall be applied first to accrued interest, then to other amounts owed the Bank, and finally to principal.

Principal on the Note is payable on each Payment Date commencing July 1, 2014 as set forth in the Note.

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

In the event of a Determination of Taxability, the Note Rate shall be adjusted to cause the yield on the Note to equal what the yield on the Note would have been absent such Determination of Taxability (the "Taxable Rate") effective retroactively to the date on which such Determination of Taxability was made. Immediately upon a Determination of Taxability, the City agrees to pay to the Noteholder subject to such Determination of Taxability the Additional Amount (as defined herein). "Additional Amount" means (i) the difference between (a) interest on the Note for the period commencing on the date on which the interest on the Note (or portion thereof) loses its "tax-exempt" status and ending on the earlier of the date the Note ceased to be outstanding or such adjustment is no longer applicable to the Note (the "Taxable Period") at a rate equal to the Taxable Rate and (b) the aggregate amount of interest payable on the Note for the Taxable Period under the

provisions of the Note without considering the Determination of Taxability, plus (ii) any penalties and interest paid or payable by the Noteholder to the Internal Revenue Service by reason of such Determination of Taxability.

If the Note ceases to be a "qualified tax-exempt obligation" then the Note Rate on the Note shall be adjusted to cause the yield on the Note to equal what the yield on the Note would have been in the absence of such change or amendment in the tax laws or regulations or other cause.

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

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

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

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

(b) an opinion of Bond Counsel (who may rely on opinion of counsel to the City), substantially to such effect that such counsel is of the opinion that: (i) this Loan Agreement constitutes a valid and binding obligation of the City enforceable upon the City in accordance with its terms; (ii) the Note is a valid and binding special obligation of the City enforceable in accordance with its terms, payable solely from the sources provided for therein and in this Loan Agreement; (iii) assuming compliance by the City with certain covenants relating to requirements contained in the Code interest on the Note is excluded from gross income for purposes of federal income taxation; (iv) the Note is a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code; and (v) the Note is exempt from registration under the Securities Act of 1993, as amended, and the Resolution and this Agreement are exempt from qualification under the Trust Indenture Act of 1939, as amended;

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

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

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

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

Section 3.05. Registration of Transfer; Assignment of Rights of Bank. The City shall keep at the office of the City Clerk in the City's records the registration of the Note and the registration of transfers of the Note as provided in this Agreement. The transfer of the Note may be registered only upon the books kept for the registration of the Note and registration of transfer thereof upon surrender thereof to the City together with an assignment duly executed by the Holder

or its attorney or legal representative in the form of the assignment set forth on the form of the Note attached as **Exhibit A** to this Agreement; provided, however, that the Note may be transferred only in whole and not in part. In the case of any such registration of transfer, the City shall execute and deliver in exchange for the Note a new Note registered in the name of the transferee. In all cases in which the Note shall be transferred hereunder, the City shall execute and deliver at the earliest practicable time a new Note in accordance with the provisions of this Agreement. The City may make a charge for every such registration of transfer of a Note sufficient to reimburse it for any tax or other governmental charges required to be paid with respect to such registration of transfer, but no other charge shall be made for registering the transfer hereinabove granted. The Note shall be issued in fully registered form and shall be payable in any lawful coin or currency of the United States.

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

The Holder of the Note is hereby granted power to transfer absolute title thereof by assignment thereof to a bona fide purchaser for value (present or antecedent) without notice of prior defenses or equities or claims of ownership enforceable against such Holder's assignor or any person in the chain of title and before the maturity of the Note; provided, however, that the Note may be transferred only in whole and not in part and provided further, that no transfer shall be permitted absent the City's (and the Holder's) receipt of a certificate in form and substance similar to the one included as part of **Exhibit A** hereto from such proposed transferee. Every prior Holder of the Note shall be deemed to have waived and renounced all of such Holder's equities or rights therein in favor of every such bona fide purchaser, and every such bona fide purchaser shall acquire absolute title thereto and to all rights represented thereby.

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

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

Section 3.07. Use of Proceeds of Note Permitted Under Applicable Law. The City represents, warrants and covenants that the proceeds of the Note will be used solely for costs of the Project and costs of issuance of the Note, and that such use is permitted by applicable law.

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

ARTICLE IV

COVENANTS OF THE CITY

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

Section 4.02. Payment of Note.

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

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

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

deficiencies from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

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

Section 4.04. Tax Covenant. The City covenants to the Holders of the Note that the City will not make any use of the proceeds of the Note at any time during the term of the Note which, if such use had been reasonably expected on the date the Note was issued, would have caused the Note to be an "arbitrage bond" within the meaning of the Code. The City further covenants comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to insure the exclusion of interest on the Note from the gross income of the Holders thereof for purposes of federal income taxation.

Section 4.05. Compliance with Laws and Regulations. The City shall maintain compliance with all federal, state and local laws and regulations regarding the acquisition, construction and maintenance of the Project.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

(d) any representation or warranty of the City contained in this Agreement or in any certificate or other closing document executed and delivered by the City in connection with the closing of the Loan shall prove to have been untrue in any material respect when executed and delivered, thereby adversely impairing the security for the Note; or

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

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

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

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

Section 5.02. Exercise of Remedies. Upon the occurrence and during the continuance of an Event of Default, the Note shall bear interest at the Default Rate and all payments made on the Note during any such period shall be applied first to interest and then to principal. In addition, upon the occurrence of an Event of Default described in Section 5.01(e) (f), (g) or (h), and upon the occurrence of any other Event of Default and five (5) days notice to the City by the Noteholder, the principal of and interest on the Note shall be immediately due and payable. Upon the occurrence and during the continuance of an Event of Default, the Noteholder may proceed to protect and enforce its rights under the laws of the State of Florida or under this Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Noteholder shall deem most effective to protect and enforce such rights. Without limiting the generality of the foregoing, the Noteholder shall have the right to bring a mandamus action to require the City to perform its obligations under this Agreement, provided, the Holder shall never have the right to compel the exercise of the ad valorem taxing power of the City, or taxation on any form of any property therein to pay the Note or the interest thereon.

In the enforcement of any remedy under this Agreement, to the extent permitted by law, a Noteholder shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming, and at any time remaining, due from the City for principal, interest or otherwise under any of the provisions of this Agreement or of the Note then unpaid, with interest on overdue payments of principal and interest (to the extent permitted by law) at the Default Rate, together with any and all costs and expenses of collection and of all proceedings hereunder and under the Note (including, without limitation, reasonable legal fees in all proceedings, including administrative, appellate and bankruptcy proceedings), but payable from only the Pledged Revenues, without prejudice to any other right or remedy of the Noteholder, and to recover and enforce any judgment or decree against the City, but solely as provided herein and in a Note, for any portion of such amounts remaining unpaid and interest, costs, and expenses as above provided, and to collect (but only from the Pledged Revenues) in any manner provided by law, the moneys adjudged or decreed to be payable.

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

Section 5.04. Waivers, Etc. No delay or omission of a Noteholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by

this Agreement to a Noteholder may be exercised from time to time and as often as may be deemed expedient.

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

ARTICLE VI

MISCELLANEOUS PROVISIONS

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

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

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

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

(a) As to the City:

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

With a copy to:

Robert Q. Williams, Esquire
Williams Smith & Summers PA

380 W. Alfred Street
Tavares, FL 32778

(b) As to the Bank:

Branch Banking and Trust Company
5130 Parkway Plaza Boulevard
Building #9
Charlotte, NC 28217
Attention: Governmental Finance

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

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

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

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

Section 6.07. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Note or the date fixed for prepayment of the Note shall be other than a Business Day, then payment of such interest or principal shall be made on the next succeeding day on which the Bank is open for business with the same force and effect as if paid on the date of maturity or the date fixed for prepayment, and no interest on any such principal amount shall accrue for the period after such date of maturity or such date fixed for prepayment.

Section 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such

counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

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

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

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

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

[*SIGNATURES ON FOLLOWING PAGE*]

[Signature Page for LOAN AGREEMENT
dated as of April 4, 2014 between
the City of Tavares, Florida and Branch Banking and Trust Company]

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

CITY OF TAVARES, FLORIDA

[SEAL]

By:_____
Mayor

ATTEST:

_____
City Clerk

BRANCH BANKING AND TRUST COMPANY

By:_____
Title: Senior Vice President

EXHIBIT A

FORM OF NOTE

PRIOR TO BECOMING A HOLDER, A PROPOSED PURCHASER SHALL EXECUTE A PURCHASER'S CERTIFICATE IN THE FORM ATTACHED HERETO CERTIFYING, AMONG OTHER THINGS, THAT SUCH HOLDER IS AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, AND REGULATION D THEREUNDER.

CITY OF TAVARES, FLORIDA
CAPITAL IMPROVEMENT REVENUE NOTE,
SERIES 2014

Principal Sum	Maturity Date	Note Rate	Date of Issuance
$~~730,630.92~~730,630.90	April 1, 2019	1.33%	April 4, 2014

The CITY OF TAVARES, FLORIDA (the "City"), for value received, hereby promises to pay, solely from the sources described in the within mentioned Agreement, to the order of BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation, or its assigns (the "Holder"), at 5130 Parkway Plaza Boulevard, Building #9, Charlotte, NC 28217, Attention: Governmental Finance, or at such other place as the Holder may from time to time designate in writing, the Principal Sum stated above as set forth on Schedule I hereto, and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent date to which interest has been paid or provided for, or if no interest has been paid, from the Date of Issuance shown above, on January 1, April 1, July 1 and October 1 of each year (each, a "Payment Date"), commencing on July 1, 2014, until payment of said principal sum has been made or provided for, at the Note Rate shown above calculated on the basis of a 360-day year of 12, 30-day months. Payments due hereunder shall be payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts, which payments shall be made to the Holder hereof by check mailed to the Holder at the address designated in writing by the Holder for purposes of payment or by bank wire or bank transfer as the Holder may specify in writing to the City or otherwise as the City and the Holder may agree.

The Note Rate may be adjusted in accordance with Sections 3.03 and 5.02 of that certain Loan Agreement by and between the Holder and the City, dated as of April 4, 2014 (the "Agreement"). Such adjustments may be retroactive.

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

This Note may be prepaid by the City in whole but not in part on any Payment Date as provided in the Agreement from any legally available monies at a prepayment price of 100% of the

principal amount to be prepaid, plus accrued interest to the prepayment date. Prepayment shall be made on such date as shall be specified by the City in a written notice delivered to the Holder not less than five (5) days prior to the specified prepayment date. Any prepayments shall be applied as provided in Section 3.02(c) of the Agreement.

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

This Note is authorized to be issued in the outstanding aggregate principal amount equal to the Principal Sum under the authority of and in full compliance with the Constitution and statutes of the State of Florida, including, particularly, Chapter 166, Florida Statutes and other applicable provisions of law and the City's Resolution No. 2014-10 duly adopted on April 2, 2014 (the "Resolution"), and is subject to all terms and conditions of the Agreement and the Resolution.

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

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

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

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

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

[*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*]

IN WITNESS WHEREOF, the City has caused this Note to be signed by its Mayor, either manually or with facsimile signature, and the seal of the City to be affixed hereto or imprinted or reproduced hereon, and attested by the City Clerk of the City, either manually or with facsimile signature, and this Note to be dated the Date of Issuance set forth above.

CITY OF TAVARES, FLORIDA

[SEAL]

By: _____
Mayor

ATTEST:

By: _____
City Clerk

COMPARISON INFORMATION		
[REDLINE: 28336246;2 v. 28336246;3]		03/26/2014 @ 3:44 PM

FORM OF CERTIFICATE OF AUTHENTICATION

Date of Authentication:

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

CITY OF TAVARES, FLORIDA,
as Registrar

By: _____
City Clerk

COMPARISON INFORMATION		
[REDLINE: 28336246;2 v. 28336246;3]		03/26/2014 @ 3:44 PM

ASSIGNMENT

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

Name of Noteholder:_____

By:_____

SCHEDULE I

DATE	PRINCIPAL
July 1, 2014	$~~35,391.01~~35,467.81
October 1, 2014	~~35,508.69~~35,504.76
January 1, 2015	~~35,626.75~~35,622.82
April 1, 2015	~~35,745.21~~35,741.26
July 1, 2015	~~35,864.07~~35,860.10
October 1, 2015	~~35,983.31~~35,979.34
January 1, 2016	~~36,102.96~~36,098.97
April 1, 2016	~~36,223.00~~36,219.00
July 1, 2016	~~36,343.44~~36,339.42
October 1, 2016	~~36,464.28~~36,460.25
January 1, 2017	~~36,585.53~~36,581.48
April 1, 2017	~~36,707.17~~36,703.12
July 1, 2017	~~36,829.23~~36,825.16
October 1, 2017	~~36,951.68~~36,947.60
January 1, 2018	~~37,074.55~~37,070.45
April 1, 2018	~~37,197.82~~37,193.71
July 1, 2018	~~37,321.50~~37,317.38
October 1, 2018	~~37,445.60~~37,441.46
January 1, 2019	~~37,570.10~~37,565.95
April 1, 2019	~~37,695.02~~37,690.86

PURCHASER'S CERTIFICATE

City of Tavares, Florida (the "City")

Ladies and Gentlemen:

The undersigned, as a purchaser of the City of Tavares, Florida Capital Improvement Revenue Note, Series 2014 (the "Note") dated April 4, 2014, consisting of one typewritten Note, hereby certifies that we have been provided (a) a copy of City of Tavares Resolution No. ~~_____~~,2014-10, adopted by the City on April 2, 2014, authorizing the issuance of the Note (the "Resolution"), (b) the Loan Agreement dated as of April 4, 2014, between the City and us as assignee of Branch Banking and Trust Company (the "Agreement") and (c) such financial and general information respecting the Pledged Revenues (as such term is defined in the Agreement) and the City, and the Note described above as we deem necessary to enable us to make an informed investment judgment with respect to the purchase of the Note.

We hereby make the following representations, which representations may be relied upon by the City:

A. We are aware:

(i) that investment in the Note involves various risks;

(ii) that the Note is not a general obligation of the City; and

(iii) that the principal or premium, if any, and interest on the Note is payable solely from the Pledged Revenues as specified in the Resolution and the Agreement.

B. We understand that no official statement, offering memorandum or other form of offering document has been prepared or is being used in connection with the offering or sale of the Note (collectively, "Disclosure Documents"), but we have been afforded access to all information we have requested in making our decision to purchase the Note and have had sufficient opportunity to discuss the business of the City with its officers, employees and others. We have not requested any Disclosure Documents in connection with our purchase of the Note. We do not require any further information or data incident to our purchase of the Note.

C. In purchasing the Note, we have made our own inquiry and analysis with respect to the Note and the security therefor, and other material matters affecting the security and payment of the Note. We are aware that revenue obligation such as the Note

involve certain economic variables and risks that could affect the security of the Note.

D. We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Note and have determined that we can bear the economic risk of our investment in the Note.

E. We acknowledge the understanding that the Note is not being registered under the Securities Act of 1933, as amended (the "1933 Act") or Chapter 517, Florida Statutes, and that the Resolution and Agreement are not being qualified under the Trust Indenture Act of 1939, as amended, and that the City shall have no obligation to effect any such registration or qualification.

F. We are purchasing the Note for our own account. We do not currently intend to syndicate the Note, we will take no action to cause the Note to be characterized as a security, and will not treat the Note as a municipal security for purposes of the securities law. Although we retain the right to transfer the Note in the future, we understand that the Note may not be readily tradable.

G. We have received all documents requested by us incident to our purchase of the Note.

H. We acknowledge that we are an "accredited investor" within the meaning of Chapter 517, Florida Statutes and Regulation D of the 1933 Act.

I. We have not asked that the Note bear a CUSIP and we do not intend to seek a CUSIP for the Note.

J. We understand that the Note is not a municipal security and that no filing will be made with respect to the Note with EMMA, the Municipal Securities Rulemaking Boards continuing disclosure site.

K. There will be no credit rating obtained for the Note and we have not asked for or sought such a rating.

Signed as of the ____ day of _____, _____.

[ ]

By: _____
Authorized Officer

EXHIBIT B

FORM OF PROJECT FUND REQUISITION

_____, 20__

Ms. Trina Britt
gfprojectfunds@bbandt.com
Project Specialist
BB&T Governmental Finance
5130 Parkway Plaza Boulevard, Building No. 9
Charlotte, North Carolina 28217

Re: Request for disbursement of funds from the Project Fund (the "Project Fund") established pursuant to the Loan Agreement dated as of April 4, 2014 (the "Loan Agreement"), between City of Tavares, Florida (the "Issuer"), and Branch Banking and Trust Company (the "Bank"), relating to the Issuer's Capital Improvement Revenue Note, Series 2014, purchased by Branch Banking and Trust Company (the "Bank")

Dear Ms. Britt:

Pursuant to the terms and conditions of the Loan Agreement, the Issuer requests the disbursement of funds from the Project Fund for the following project costs:

This is requisition number ____ from the Project Fund.

Disbursements will be to the Issuer.

Amount:
Applicable Vendor Invoices:
Project Description:
Location of Facilities/Equipment:

To receive funds via wire transfer, please include:

ABA Routing Number:
Account Number:
Physical address of City: 201 East Main Street
Tavares, Florida

The Issuer makes this requisition pursuant to the following representations:

1. The purpose of this disbursement is for partial payment on the project provided for under the Loan Agreement.

2. The requested disbursement has not been subject to any previous requisition.

3. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.

4. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.

5. No Event of Default is continuing under the Loan Agreement, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.

Each amount requested for payment in this requisition either (a) represents reimbursement to the Issuer for a project cost expenditure previously made, or (b) will be used by the Issuer promptly upon the receipt of funds from the Bank to make the payments to third parties described in this requisition.

Attached is evidence that the amounts shown in this requisition are properly payable at this time, such as bills, receipts, invoices, payment certifications or other appropriate documents.

CITY OF TAVARES, FLORIDA

By:_____
Title:_____

[Please submit on City of Tavares letterhead]

April 4, 2014

Ms. Trina Britt
gfprojectfunds@bbandt.com
Project Specialist
BB&T Governmental Finance
5130 Parkway Plaza Boulevard, Building 9
Charlotte, North Carolina 28217

Re: City of Tavares, Florida
Contract # 9909001134-00006
Project Fund Account # 0147356757

Dear Ms. Britt:

With regard to the above-referenced financing, the City of Tavares, Florida, hereby authorizes the following persons to request funds from the referenced project fund account:

Printed Name:	Signature:
_____	_____
_____	_____
_____	_____
_____	_____

CITY OF TAVARES, FLORIDA

By:_____

Mayor

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City of Tavares, Florida
Capital Improvement Revenue Note, Series 2014
Branch Banking & Trust
****Revised Final Numbers****

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SOURCES AND USES OF FUNDS

City of Tavares, Florida
Capital Improvement Revenue Note, Series 2014
Branch Banking & Trust
****Revised Final Numbers****

Dated Date	04/04/2014
Delivery Date	04/04/2014

Sources:	
Bond Proceeds:	
Par Amount	730,630.90
	730,630.90
Uses:	
Project Fund Deposits:	
Police Cars	445,335.36
Garbage Truck	253,778.00
	699,113.36
Delivery Date Expenses:	
Cost of Issuance	31,517.54
	730,630.90

BOND SUMMARY STATISTICS

City of Tavares, Florida
Capital Improvement Revenue Note, Series 2014
Branch Banking & Trust
Revised Final Numbers

Dated Date	04/04/2014
Delivery Date	04/04/2014
First Coupon	07/01/2014
Last Maturity	04/01/2019
Arbitrage Yield	1.332218%
True Interest Cost (TIC)	1.332218%
Net Interest Cost (NIC)	1.330000%
All-In TIC	3.065999%
Average Coupon	1.330000%
Average Life (years)	2.644
Duration of Issue (years)	2.589
Par Amount	730,630.90
Bond Proceeds	730,630.90
Total Interest	25,692.71
Net Interest	25,692.71
Total Debt Service	756,323.61
Maximum Annual Debt Service	151,264.73
Average Annual Debt Service	151,517.25
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Term Loan	730,630.90	100.000	1.330%	2.644	350.70
	730,630.90			2.644	350.70

	TIC	All-In TIC	Arbitrage Yield
Par Value	730,630.90	730,630.90	730,630.90
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-31,517.54	
- Other Amounts			
Target Value	730,630.90	699,113.36	730,630.90
Target Date	04/04/2014	04/04/2014	04/04/2014
Yield	1.332218%	3.065999%	1.332218%

BOND PRICING

City of Tavares, Florida
Capital Improvement Revenue Note, Series 2014
Branch Banking & Trust
Revised Final Numbers

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term Loan:					
	07/01/2014	35,467.81	1.330%	1.330%	100.000
	10/01/2014	35,504.76	1.330%	1.330%	100.000
	01/01/2015	35,622.82	1.330%	1.330%	100.000
	04/01/2015	35,741.26	1.330%	1.330%	100.000
	07/01/2015	35,860.10	1.330%	1.330%	100.000
	10/01/2015	35,979.34	1.330%	1.330%	100.000
	01/01/2016	36,098.97	1.330%	1.330%	100.000
	04/01/2016	36,219.00	1.330%	1.330%	100.000
	07/01/2016	36,339.42	1.330%	1.330%	100.000
	10/01/2016	36,460.25	1.330%	1.330%	100.000
	01/01/2017	36,581.48	1.330%	1.330%	100.000
	04/01/2017	36,703.12	1.330%	1.330%	100.000
	07/01/2017	36,825.16	1.330%	1.330%	100.000
	10/01/2017	36,947.60	1.330%	1.330%	100.000
	01/01/2018	37,070.45	1.330%	1.330%	100.000
	04/01/2018	37,193.71	1.330%	1.330%	100.000
	07/01/2018	37,317.38	1.330%	1.330%	100.000
	10/01/2018	37,441.46	1.330%	1.330%	100.000
	01/01/2019	37,565.95	1.330%	1.330%	100.000
	04/01/2019	37,690.86	1.330%	1.330%	100.000
		730,630.90			

Dated Date	04/04/2014	
Delivery Date	04/04/2014	
First Coupon	07/01/2014	
Par Amount	730,630.90	
Original Issue Discount		
Production	730,630.90	100.000000%
Underwriter's Discount		
Purchase Price	730,630.90	100.000000%
Accrued Interest		
Net Proceeds	730,630.90	

BOND DEBT SERVICE

City of Tavares, Florida
Capital Improvement Revenue Note, Series 2014
Branch Banking & Trust
****Revised Final Numbers****

Period Ending	Principal	Coupon	Interest	Debt Service
04/01/2015	142,336.65	1.330%	8,928.07	151,264.72
04/01/2016	144,157.41	1.330%	7,107.32	151,264.73
04/01/2017	146,084.27	1.330%	5,180.44	151,264.71
04/01/2018	148,036.92	1.330%	3,227.81	151,264.73
04/01/2019	150,015.65	1.330%	1,249.07	151,264.72
	730,630.90		25,692.71	756,323.61

BOND DEBT SERVICE

City of Tavares, Florida
Capital Improvement Revenue Note, Series 2014
Branch Banking & Trust
****Revised Final Numbers****

Period Ending	Principal	Coupon	Interest	Debt Service
07/01/2014	35,467.81	1.330%	2,348.37	37,816.18
10/01/2014	35,504.76	1.330%	2,311.42	37,816.18
01/01/2015	35,622.82	1.330%	2,193.36	37,816.18
04/01/2015	35,741.26	1.330%	2,074.92	37,816.18
07/01/2015	35,860.10	1.330%	1,956.08	37,816.18
10/01/2015	35,979.34	1.330%	1,836.84	37,816.18
01/01/2016	36,098.97	1.330%	1,717.21	37,816.18
04/01/2016	36,219.00	1.330%	1,597.18	37,816.18
07/01/2016	36,339.42	1.330%	1,476.75	37,816.17
10/01/2016	36,460.25	1.330%	1,355.93	37,816.18
01/01/2017	36,581.48	1.330%	1,234.70	37,816.18
04/01/2017	36,703.12	1.330%	1,113.06	37,816.18
07/01/2017	36,825.16	1.330%	991.02	37,816.18
10/01/2017	36,947.60	1.330%	868.58	37,816.18
01/01/2018	37,070.45	1.330%	745.73	37,816.18
04/01/2018	37,193.71	1.330%	622.47	37,816.18
07/01/2018	37,317.38	1.330%	498.80	37,816.18
10/01/2018	37,441.46	1.330%	374.72	37,816.18
01/01/2019	37,565.95	1.330%	250.23	37,816.18
04/01/2019	37,690.86	1.330%	125.32	37,816.18
	730,630.90		25,692.71	756,323.61

FORM 8038 STATISTICS

City of Tavares, Florida
Capital Improvement Revenue Note, Series 2014
Branch Banking & Trust
****Revised Final Numbers****

Dated Date	04/04/2014
Delivery Date	04/04/2014

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Term Loan:						
	07/01/2014	35,467.81	1.330%	100.000	35,467.81	35,467.81
	10/01/2014	35,504.76	1.330%	100.000	35,504.76	35,504.76
	01/01/2015	35,622.82	1.330%	100.000	35,622.82	35,622.82
	04/01/2015	35,741.26	1.330%	100.000	35,741.26	35,741.26
	07/01/2015	35,860.10	1.330%	100.000	35,860.10	35,860.10
	10/01/2015	35,979.34	1.330%	100.000	35,979.34	35,979.34
	01/01/2016	36,098.97	1.330%	100.000	36,098.97	36,098.97
	04/01/2016	36,219.00	1.330%	100.000	36,219.00	36,219.00
	07/01/2016	36,339.42	1.330%	100.000	36,339.42	36,339.42
	10/01/2016	36,460.25	1.330%	100.000	36,460.25	36,460.25
	01/01/2017	36,581.48	1.330%	100.000	36,581.48	36,581.48
	04/01/2017	36,703.12	1.330%	100.000	36,703.12	36,703.12
	07/01/2017	36,825.16	1.330%	100.000	36,825.16	36,825.16
	10/01/2017	36,947.60	1.330%	100.000	36,947.60	36,947.60
	01/01/2018	37,070.45	1.330%	100.000	37,070.45	37,070.45
	04/01/2018	37,193.71	1.330%	100.000	37,193.71	37,193.71
	07/01/2018	37,317.38	1.330%	100.000	37,317.38	37,317.38
	10/01/2018	37,441.46	1.330%	100.000	37,441.46	37,441.46
	01/01/2019	37,565.95	1.330%	100.000	37,565.95	37,565.95
	04/01/2019	37,690.86	1.330%	100.000	37,690.86	37,690.86
		730,630.90			730,630.90	730,630.90

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	04/01/2019	1.330%	37,690.86	37,690.86		
Entire Issue			730,630.90	730,630.90	2.6440	1.3322%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	31,517.54
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

PROOF OF ARBITRAGE YIELD

City of Tavares, Florida
Capital Improvement Revenue Note, Series 2014
Branch Banking & Trust
****Revised Final Numbers****

Date	Debt Service	Present Value to 04/04/2014 @ 1.3322180204%
07/01/2014	37,816.18	37,695.03
10/01/2014	37,816.18	37,570.10
01/01/2015	37,816.18	37,445.60
04/01/2015	37,816.18	37,321.50
07/01/2015	37,816.18	37,197.82
10/01/2015	37,816.18	37,074.55
01/01/2016	37,816.18	36,951.69
04/01/2016	37,816.18	36,829.23
07/01/2016	37,816.17	36,707.17
10/01/2016	37,816.18	36,585.52
01/01/2017	37,816.18	36,464.28
04/01/2017	37,816.18	36,343.44
07/01/2017	37,816.18	36,223.00
10/01/2017	37,816.18	36,102.95
01/01/2018	37,816.18	35,983.31
04/01/2018	37,816.18	35,864.06
07/01/2018	37,816.18	35,745.21
10/01/2018	37,816.18	35,626.75
01/01/2019	37,816.18	35,508.68
04/01/2019	37,816.18	35,391.01
	756,323.61	730,630.90

Proceeds Summary

Delivery date	04/04/2014
Par Value	730,630.90
Target for yield calculation	730,630.90

COST OF ISSUANCE

City of Tavares, Florida
Capital Improvement Revenue Note, Series 2014
Branch Banking & Trust
****Revised Final Numbers****

Cost of Issuance	$/1000	Amount
Financial Advisor	13.68680	10,000.00
Bond Counsel	14.37114	10,500.00
City Attorney	6.84340	5,000.00
Bank Counsel	4.79038	3,500.00
Contingency	3.44571	2,517.54
	43.13743	31,517.54

AGENDA SUMMARY
TAVARES CITY COUNCIL
APRIL 2, 2014

AGENDA TAB NO. 7

SUBJECT TITLE: Resolution 2014-07-Variance-Reduced Rear Yard Setback 2408 Vindale Avenue, Tavares, FL

OBJECTIVE:

To consider a variance for reduced rear yard setbacks for 2408 Vindale Avenue.

SUMMARY:

This is a variance application from Gary Reineck for a reduction of the required minimum rear yard setback of 10 feet for property located at 2408 Vindale Avenue. The owner of the property has constructed an 8' X 12' shed attached to his mobile home. The City's Code Enforcement Officer has issued a Notice of Violation requiring the owner to pull a Building Permit. The mobile home appears to already project into the required rear yard and the shed extends to the rear property line.

The majority of homes on this section of Vindale Avenue appear to project into the required 10' rear yard setback. Several may be over the property line. These lots back onto the Tav-Lee Trail that is buffered by a 10'+ high masonry wall. Since these encroachments into the rear yards are not visible from the rear or front and since existing conditions are consistent with limited or no rear setback, staff is recommending approval of this variance. There are no recorded utility easements in the rear yard of the properties.

Note: The City has received a request to table this item to the April 16, 2014 Council Meeting as the applicant is unable to attend this meeting.

OPTIONS:

1. That City Council moves to approve Resolution 2014-07.
2. That City Council moves to deny the proposed variance.

STAFF RECOMMENDATION:

Staff recommends that City Council moves to recommend approval of Resolution 2014-07.

PLANNING & ZONING BOARD RECOMMENDATION:

At its March 20th meeting, the Planning & Zoning Board voted unanimously to recommend approval of Resolution 2014-07

FISCAL IMPACT: N/A.

LEGAL SUFFICIENCY:

RESOLUTION 2014-07

A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, GRANTING A VARIANCE TO THE CITY OF TAVARES LAND DEVELOPMENT REGULATIONS, MINIMUM REAR YARD SETBACK FOR A RESIDENTIAL MANUFACTURED HOME SUBDIVISION (RMH-S) ZONING FOR PROPERTY LOCATED AT 2408 VINDALE AVENUE, TAVARES, FL; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Gary and Sue Reineck are the owners of property addressed 2408 Vindale Road and legally defined as:

TAVARES, IMPERIAL MOBILE TERRACE ADD 4-A
LOT 122 PB 18 PG 54
ORB 4105 PG 2148

and,

WHEREAS, the subject property is located in Imperial Mobile Terrace and is zoned Residential Manufactured Home Subdivision (RMH-S); and,

WHEREAS, the minimum rear yard setback for a shed attached to a mobile home dwelling in Imperial Mobile Home Terrace is ten (10) feet; and,

WHEREAS, the property owner desires to build a 96 square foot shed attached to the rear of the mobile home on said property with a proposed rear yard setback of 0 feet from the north rear property line; and,

WHEREAS, the north rear lot line of the subject property backs onto a walled segment of the Tav-Lee Trail; and

WHEREAS, the City Council finds the requested variance to be in harmony with existing site conditions and will not be detrimental to the surrounding neighborhood; therefore,

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

The applicant is hereby granted a variance to allow for the following specified development standards:

1. The required rear yard setback from the north lot line of this property for a 96 square foot shed attached to the mobile home is reduced to 0 feet provided the applicant obtains a building permit and complies with applicable Building Code regulations.

THIS RESOLUTION will become effective upon approval by the Tavares City Council.

PASSED AND RESOLVED this ____day of _____ 2014 by the Tavares City Council.

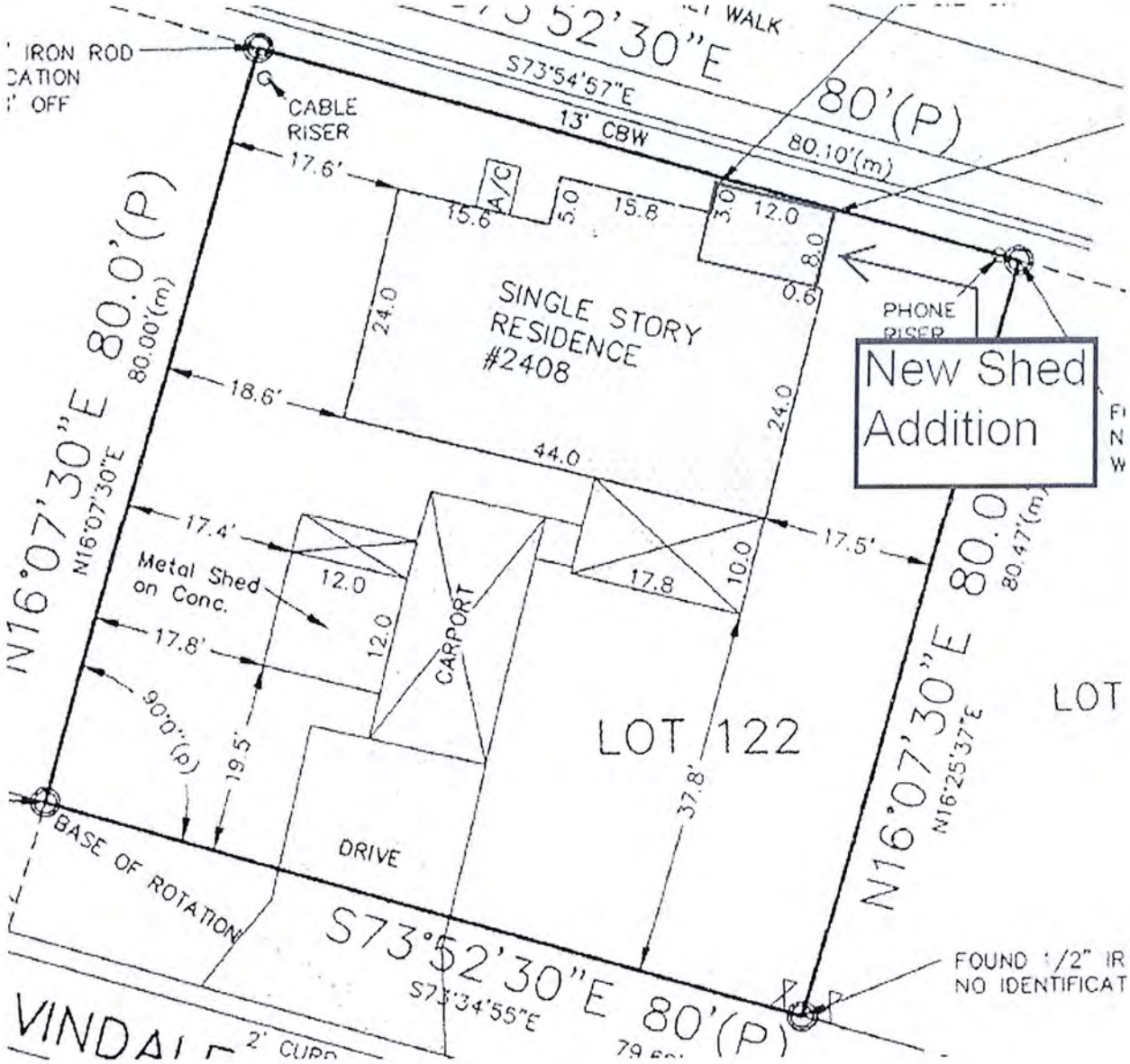
_____
Robert Wolfe, Mayor
Tavares City Council

ATTEST

_____
Nancy A. Barnett, City Clerk

Approved as to form and legality:

_____
Robert Q. Williams, City Attorney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5.0
15.8
3.0
12.0
8.0
0.6
24.0
SINGLE STORY
RESIDENCE
#2408
PHONE
RISER
New Shed
Addition
N16°07'30"E 80.0'(P)
80.00'(m)
N16°07'30"E
18.6'
44.0
24.0
17.4'
Metal Shed
on Conc.
12.0
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CARPORT
17.8
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19.5'
LOT 122
37.8'
N16°07'30"E 80.0
80.47'(m)
N16°25'37"E
LOT
BASE OF ROTATION
DRIVE
S73°52'30"E 80'(P)
S73°34'55"E
FOUND 1/2" IR
NO IDENTIFICAT
VINDALE
2' CURB

1

CITY OF TAVARES - PROPERTY LOCATION MAP

PROPERTY LOCATION MAP
2408 Vindale Rd.

N

TAVARES
America's Seaplane City

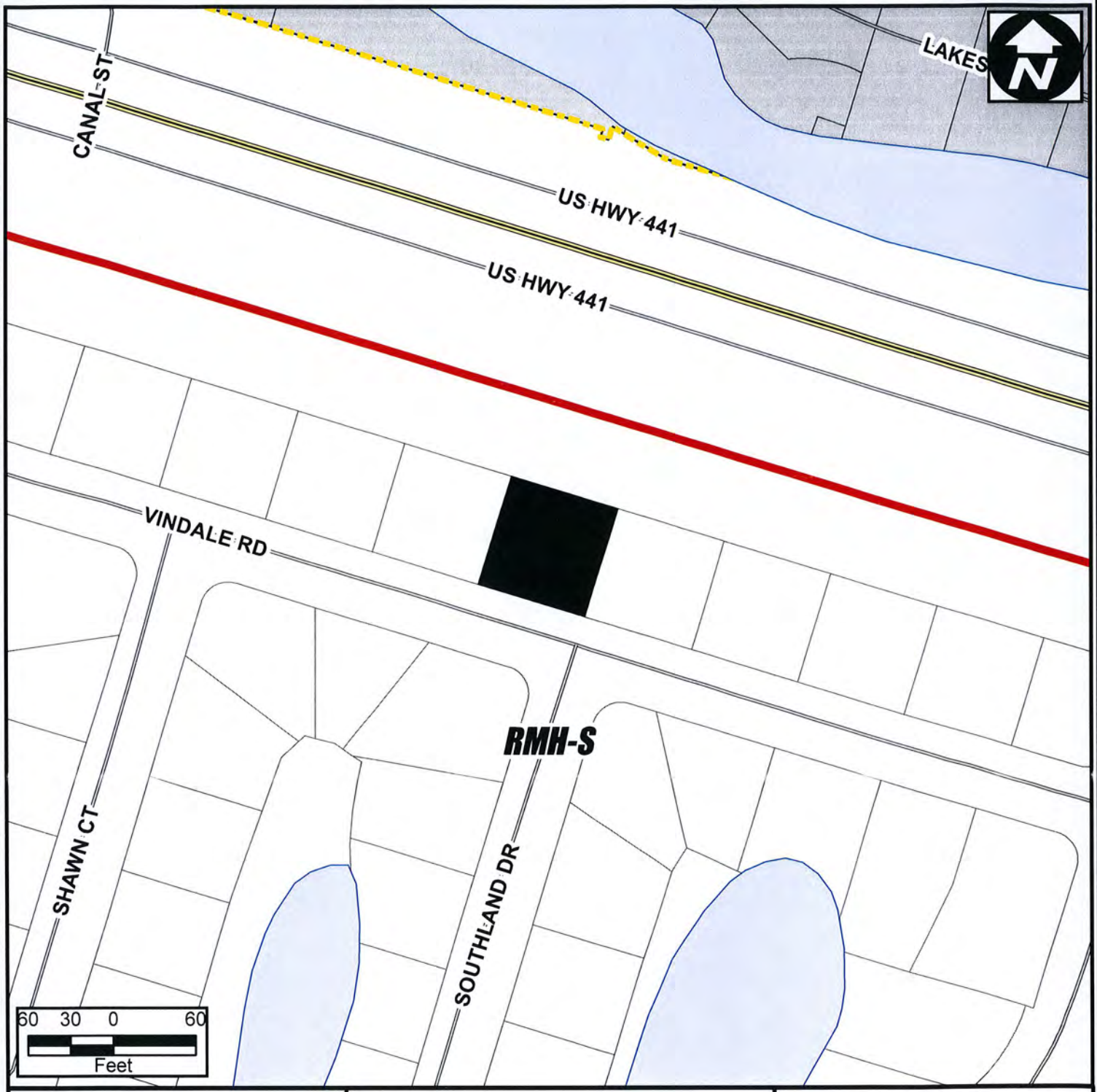
50 25 0 50
Feet

DRAFTED BY: CITY OF TAVARES GIS

T:\pzd\DATA\PROJECT FILES\Reineck Property; Variance - PZ2014-06\GIS\GIS_Maps\Reineck_LOCPP.mxd

MAP CREATED ON 3/4/14

CITY OF TAVARES RESOLUTION # 2014-07



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

ZONING MAP

RESOLUTION # 2014-07

2408 Vindale Rd.

Current Zoning: RMH-S

0.15 ± Acres

Legend

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

DRAFTED BY: CITY OF TAVARES GIS

PATH

MAP CREATED ON

Orlando Sentinel

Publication Date: 03/10/2014

Ad Number: 2206292-1
Insertion Number:
Size: 3 x 10.5
Color Type: B&W
Client Name:
Advertiser: City of Tavares
Section/Page/Zone: Lake Zone/E003/LAK
Description: Resolutions 2014-07

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THE ARTS IN LAKE

'South Pacific' aims to enchant in Clermont

By Debbie Manis
Staff Writer

Rodgers and Hammerstein's classic "South Pacific" will be presented by the Moonlight Players, which opens Friday at the Warehouse Theatre, 732-B W. Montrose St. in Clermont.

The musical, based on James A. Michener's Pulitzer Prize winning novel "Tales of the South Pacific," is set in the paradise of the tropics during World War II.

"South Pacific" features parallel love stories, both dealing with racial prejudice. Navy nurse Nellie Forbush's love for sophisticated French planter Emile de Becque and Princeton-educated Lt. Joseph Cable's relationship with a young Tonkinese woman, Liat.

Memorable songs include "Some Enchanted Evening," "There is Nothing Like a Dame," "Younger Than Springtime" and "Bali Ha'i."

The show will be presented for four consecutive weekends. Performances are set for 8 p.m. Fridays and Saturdays and 2 p.m. Sundays.

Tickets are $15 for adults and $12 for students.

Details or reservations: 352-319-1116.

Dance and competition

Humanities and Fine Arts Charter School in Leesburg, which serves children in kindergarten through fourth grade interested in the fine arts, including music, drama, dance and oration, will present "The Green and White Couples Dance and Competition."

The event will be held from 7:30 to 11:30 p.m. Saturday in the school's cafetorium, 213 N. Lee St.

Prizes will be awarded to best choreography, best costume and most creative dance. Cost is $10 per couple to participate.

Tickets to the dance are $20 and include drinks and hors d'oeuvres.

The event is open to the public and adults.

To register for the competition and tickets, call the office at 352-315-4322.

Artsy events

■ Janet Crane and Suzan Buckwalter are March's artists of the month at Artisans on Fifth, an artists' cooperative-gallery shop in Mount Dora. A reception will kick off their exhibit from 6 to 8 p.m. Friday at the gallery shop, 134 E. Fifth Ave.

Crane is known for her woven, knitted and wire-wrapped jewelry. Buckwalter, who is known for her vibrant watercolor paintings, has been experimenting with collage and mixed media.

The free event is open to the public. Refreshments will be served.

Details: artisansonfifth.com.

■ The next Second Friday Art Stroll is 6 to 8 p.m. Friday.

Visitors can take a walking tour of downtown Mount Dora and view art while listening to music. Artists will be selling their works at designated venues.

Details: 352-383-0880.

Art league meeting

The Eustis Art League will meet from 2 to 4 p.m. Saturday at the Lake Eustis Museum of Art, 1 W. Orange Ave., Eustis.

Krysta Smith will speak about abstract painting and demonstrate some of her techniques for creating unique textures. Details: eustisartleague.com.

Orlando Sentinel, 1898 E. Burleigh Blvd., Tavares, FL 32778, 352-742-5932 or dmanis@tribune.com.

YOUR COMMUNITY IN BRIEF

Luncheon to aid charity group

Members of Chapter ID, a local Philanthropic Educational Organization, will have its sixth Spring Fling fundraising luncheon from 11 a.m. to 2 p.m. Saturday at Lake Receptions, 4425 N. County Road 19A, Mount Dora.

Area women are invited.

The Rev. John Harrington, senior pastor of Morrison United Methodist Church in Leesburg, will be the featured storyteller. He will present "A Strange Thing Happened Early Easter Eve."

There also will be a silent auction. Baked goods and plants will be sold.

Proceeds will be used for international PEO projects and local scholarships and grants.

Tickets are $25 each and are available by calling Eleanor Boulier, 352-365-2909.

Walk-a-thon

Chapter 169 of the Korean War Veterans Association of Lake County will host a walk-a-thon beginning at 8 a.m. Saturday at the football field at Leesburg High School, 1101 Yellow Jacket Way.

Walkers will seek pledge donations from sponsors with proceeds going to Project SOS (Support our Soldiers). The Villages Honor Flight and Chapter 169 of the KWVA.

There is no registration fee.

For more information or to download a pledge or sponsorship form, visit cidl69.kwva.org and click on "activities."

Details: Art Iversen, 352-753-0139.

Meetings

■ The Lake County Parkinson's Support Group will meet from 1 to 3 p.m. Tuesday in the Family Life Center at Lake Square Presbyterian Church, 10200 Morningside Drive, Leesburg. Social time and light refreshments will be from 1 to 1:20 p.m. Jennifer Braun, a speech and language pathologist, will speak about the Lee Silverman voice treatment, which is one of the most widely practiced treatment for speech disorders associated with Parkinson's disease.

Details: Pat or Dave Tribbey, 352-343-0376, or Marion or Jim Papson, 352-315-9359.

■ Pastfinders Genealogical Society's meeting is 4:30 to 7 p.m. Thursday in Room 108 at Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont.

Mary L. Jackson Fears, a storyteller and Civil War re-enactor, will present "The Service of People of Color in the Civil War." Fears, a retired Volusia school media specialist, will tell stories based on historic documents and explain unique displays of her memorabilia throughout the presentation.

The free event is open to the public. Donations will be accepted.

Low-calorie desserts

Leesburg Center for the Arts, 429 W. Magnolia St., will have the next class in its culinary arts series, "Fancy Low Calorie Desserts," from 6 to 9 p.m. Thursday.

Participants will learn how to make fancy looking and tasty desserts, by using low-fat and low-caloric ingredients, fresh fruits and nuts.

Cost is $40. To register or to download a schedule, visit leesburgcenter-arts.com and click on "course guide."

Details: 352-365-0232.

Reunion

The 32nd annual Minnesota reunion potluck picnic is 9 a.m. to 2 p.m. Tuesday at Hickory Point Recreation Facility, 27341 State Road 19, Tavares by the Thivey-in-the-Hills bridge. Lunch is at 11:30 a.m. Bring a covered dish to serve and personal table service. Coffee, iced tea and lemonade will be provided. No alcohol is permitted.

Details: Gary or Bonnie Neuman, 407-808-3385, or Arthur or Elaine Kolle, 352-771-0151.

Health programs

Florida Hospital Waterman will host the following free educational program:

■ Dr. Vrej Manoogian, an orthopedic surgeon, will present "Bone and Ligament Spring Total Knee Replacement" from 1 to 2 p.m. Thursday at Leesburg Community Building, 109 E. Dixie Ave.

Mardi Gras

Cagan Crossings Farmer's Market, 600 Cagan Park Ave. in Clermont, will host Mardi Gras from 4 to 8 p.m. Friday. Activities will include a bead toss every hour, Mardi Gras mask contest, Mutti-Gras pet parade and costume contest, along with the usual weekly vendors that offer produce, homemade jellies, fudge and bread, beef, chicken, handmade soaps, art objects, jewelry and more.

Details: facebook.com/caganfarmersmarket.

Orlando Sentinel, 1898 E. Burleigh Blvd., Tavares, FL 32778, 352-742-5932 or dmanis@tribune.com.

Bella Toscana Spa

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Phone: 352.742.7727

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EXP 3/31/14

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EXP 3/31/14

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THE CITY OF TAVARES
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Tavares will consider at the public hearings set forth below enactment of proposed Resolution 2014-07 titled as follows:

RESOLUTION 2014-07

A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, GRANTING A VARIANCE TO THE CITY OF TAVARES LAND DEVELOPMENT REGULATIONS, MINIMUM REAR YARD SETBACK FOR A RESIDENTIAL MANUFACTURED HOME SUBDIVISION (RMH-S) ZONING FOR PROPERTY LOCATED AT 2408 VINDALE AVENUE, TAVARES, FL; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

Proposed Resolution 2014-07 will be considered at the following public meetings:

1. Tavares Planning & Zoning Board meeting on March 20, 2014, at 3 p.m.; and
2. Tavares City Council meeting on April 2, 2014, at 4 p.m.

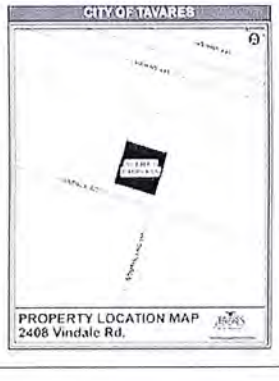
All meetings will be conducted in the Tavares City Council Chambers in City Hall at 201 East Main St., Tavares, Florida.

Proposed Resolution 2014-07 may be inspected by the public between the hours of 7:30 a.m. and 5:00 p.m. Monday through Friday of each week at City Hall.

Interested parties may appear at the meetings and be heard with respect to the proposed resolution. 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.



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 Ordinances 2014-01 & 2014-02 titled as follows:

ORDINANCE 2014-01

AN ORDINANCE AMENDING THE BOUNDARIES OF THE CITY OF TAVARES BY ANNEXING APPROXIMATELY 0.36 ACRES OF LAND CONSISTING OF THREE MOBILE HOME LOTS GENERALLY LOCATED ON THE SOUTHWEST END OF MANSFIELD ROAD, REZONING THE PROPERTY FROM COUNTY RM (MIXED HOME RESIDENTIAL) TO CITY RMH-S (RESIDENTIAL MANUFACTURED HOME SUBDIVISION); SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2014-02

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2020, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON APPROXIMATELY .36 ACRES OF LAND CONSISTING OF THREE MOBILE HOME LOTS GENERALLY LOCATED ON THE SOUTHWEST END OF MANSFIELD ROAD FROM LAKE COUNTY URBAN LOW TO CITY MOBILE HOME; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Proposed Ordinances 2014-01 & 2014-02 will be considered at the following public meetings:

1. Tavares Planning & Zoning Board meeting on March 20, 2014, at 3 p.m.; and
2. Tavares City Council meeting on April 2, 2014, at 4 p.m. (Introduction and First Reading by Title Only); and
3. Tavares City Council meeting on April 16, 2014, at 4 p.m. (Second Reading)

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

Proposed Ordinances 2014-01 & 2014-02 may be inspected by the public between the hours of 7:30 a.m. and 5:00 p.m. Monday through Friday of each week at City Hall.

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

Jacques Skutt Request to TABLE.

From: Mike Fitzgerald
Sent: Friday, March 21, 2014 10:05 AM
To: 'Sue Reineck'; Nancy Barnett
Cc: Jacques Skutt
Subject: Resolution 14-07 scheduled for April 2, 2014

Nancy,

The applicant for the variance request – Resolution 14-07 – that is schedule for Council on April 2nd is requesting that it be tabled until April 16th.

Mike

From: Sue Reineck [mailto:suekr@hotmail.com]
Sent: Friday, March 21, 2014 9:45 AM
To: Mike Fitzgerald
Cc: Sue Reineck
Subject: Variance hearing scheduled for April 2, 2014

Date: March 21, 2014

Dear Mr. Fitzgerald,

I will be unable to attend the April 2, 2014 City Council meeting and would like to request that the review of the variance of 2408 Vindale Road be tabled until the April 16, 2014 meeting so that I will be able to attend.

Thank you for consideration in this matter.

Gary H. Reineck

Sent from Windows Mail

CITY OF TAVARES
PLANNING AND ZONING BOARD MEETING
TAVARES COUNCIL CHAMBERS
March 20, 2014

BOARD MEMBERS PRESENT

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

LAKE COUNTY SCHOOL BOARD

Debbie Stivender, Boardmember - Absent
Dawn McDonald, Senior Planner - Absent

STAFF MEMBERS PRESENT

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

CALL TO ORDER

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

APPROVAL OF MINUTES OF February 20, 2014

The minutes were approved as read.

OLD BUSINESS

None.

SWEARING IN OF THOSE GIVING TESTIMONY

Mike Fitzgerald, Notary Public, gave the oath to staff and audience.

CASES TO BE HEARD

1) Reineck Property – Variance (Resolution 2014-07)

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

This is a variance application from Gary Reineck for a reduction of the required minimum rear yard setback of 10 feet for property located at 2408 Vindale Road. The owner of the property has constructed an 8' X 12' shed attached to his mobile home. The City's Code Enforcement

Officer has issued a Notice of Violation requiring the owner to pull a Building Permit. The mobile home appears to already project into the required rear yard and the shed extends to the rear property line.

The majority of homes on this section of Vindale Avenue appear to project into the required 10' rear yard setback. Several may be over the property line. These lots back onto the Tav-Lee Trail that is buffered by a 10'+ high masonry wall. Since these encroachments into the rear yards are not visible from the rear or front and since existing conditions are consistent with limited or no rear setback, staff is recommending approval of this variance. There are no recorded utility easements in the rear yard of the properties.

Mr. Gary Reineck, owner of the property located at 2408 Vindale Road, introduced himself to the board. He stated that the structure is not visible from the front of his home, and that there is no electrical or plumbing run to the structure.

Richard Root asked if the structure was attached to the home.

Mr. Reineck said yes that the structure is attached. He stated that he has a contractor that will submit plans showing the construction specifications.

Morris Osborn asked if there was a utility easement in the rear of the property.

Mr. Reineck was not aware of an easement.

Gary Santoro asked Jacques if there is an easement is the rear of the property.

Jacques Skutt stated that the survey presented to staff does not show an easement.

Howard Haynes asked how Fire Code is affected.

Jacques Skutt stated that the required building permit would be reviewed by the City of Tavares Building Official for compliance with Building Code and Fire Code.

Alma Seaburg, HOA Covenants Director for Imperial Terrace, stated that the addition on Mr. Reineck's home has already been completed, and asked if a permit would still be required.

Jacques Skutt stated that a permit would still be required in addition to the variance approval.

Ken Weil, Imperial Terrace resident, stated that the building was already constructed prior to being presented to the Imperial Terrace Board. He stated that there was some confusion as to whether or not the structure was going to be torn down or permitted.

Mr. Reineck stated that he received a letter of approval from the HOA, but if he could not get the variance approval that the building would have to be torn down. Mr. Reineck presented the HOA approval letter to the Planning & Zoning Board.

Gary Santoro reminded those present that the Planning & Zoning Board does not enforce HOA regulations.

Jacques Skutt stated that the City of Tavares tries to ensure that HOA approval is obtained prior to a building permit being issued as a courtesy to active HOAs.

Alma Seaburg confirmed that a letter of approval was sent to Mr. Reineck.

MOTION

Morris Osborn moved to recommend approval of Resolution 2014-07. The motion was seconded by Howard Haynes. The motion carried 5-0.

2) Kilburn Family Property – Annexation & Rezoning (Ordinance 2014-01)

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

The subject property is located at the south end of Mansfield Road. The property is approximately 0.36 acres in size and is comprised of three existing mobile home lots and homes. These three lots form a County enclave within the boundaries of the City of Tavares. All adjacent properties are zoned Mobile Home Subdivision. These homes are on septic tanks and the owners desire to connect to the city's sanitary sewer that is currently being extended to the end of Mansfield Road.

Morris Osborn requested that Jacques Skutt revise the legal descriptions as they appeared to be incomplete.

MOTION

Morris Osborn moved to recommend approval of Ordinance 2014-01. The motion was seconded by Norb Thomas. The motion carried 5-0.

3) Kilburn Family Property – LSFLUM (Ordinance 2014-02)

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

Ordinance 2014-02 proposes a small scale amendment to the Future Land Use Map 2020 of the Comprehensive Plan.

The subject property (Parcel Alternate Key Numbers 1769698, 2809116 and 1497698) is 0.36 acres in size and located at the south end of Mansfield Road. An application to annex and rezone this property to a RMH-S (Residential Manufactured Home Subdivision) zoning is concurrently under consideration. This ordinance would amend the current Future Land Use Designation from Lake County Urban Low Density to City Mobile Home.

Future Land Use Amendment

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

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: April 2, 2014

AGENDA TAB NO. 8

SUBJECT TITLE: Request Authorization to Purchase 12 Police Cars and One Automated Garbage Truck

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OBJECTIVE:
To request City Council authorization to purchase police vehicles with related equipment, and authorization to purchase one automated garbage truck utilizing the Florida Sheriff's Bid (base purchases), Miami Gardens Bid Res 2013-72-1868 (in-car video systems), and Dana Safety Supply (Police vehicle equipment outfitting)

SUMMARY:
The City included the purchase of twelve (12) police vehicles and one (1) garbage truck in the current FY2014 Budget; these vehicles would be purchased utilizing loan/lease proceeds.

On March 19, 2014, the City Council approved the award of RFP No. 2014-0007 to BB&T Bank for Lease Purchase Revenue Note, Series 2014 for a term of 5 years at a rate of 1.33% to finance the 12 Police Vehicles, and one Automated Solid Waste Vehicle. The City Council also requested staff to prepare a resolution with bond counsel for debt issuance, and to set a date for loan closing.

On April 2, 2014, the City Council will consider approval of Resolution 2014-10 as well approval of execution of loan documents for Capital Improvement Revenue Note, Series 2014 in the amount of $730,630.90 (including closing costs) for the purchase of 12 Police Vehicles and one (1) automated Solid Waste Vehicles.

The following table provides a listing of all equipment to be purchased with the related vendors and information with quoted pricing. (Additional details are also attached)

Item No.	Description of Purchase	Vendor	Bid Information	Price
1	(12) - 2014 Ford Police Interceptor (P2L)Per FSA Contract # 13-21-0904	Don Reid Ford	Piggy Back - Florida Sherrif's Bid - FSA 13-21-0904-Spec#5	$288,348.00
2	(12) - Equipment (Includes Lights/Siren/Cage/Console/Etc.) This was a median price of 3 quotes closest reliable vendor	Dana Safety Supply	This was a median price of 3 quotes - closest reliable vendor	$89,463.36
3	12) - In-Car Video System . There will abe a complete upgrade of in car cameras	Coban Technologies	Piggy Back - Miami Gardens Bid Res 2013-72-1868	$60,624.00
4	(12) - Vehicle Graphics Package (Estimate)	To Be Determined (TBD)	TBD	$4,800.00
5	(12) - Radio Install (Per Lake County 800 MHz Agreement)	Lake County	Agreement with Lake Co. in Place	$2,100.00
6	Solid Waste Automated Vehicle	Palmetto Ford Truck Sales	Piggy Back - Florida Sherrif's Bid - FSA 13-11-0904- Spec #14	$253,778.00
	TOTAL			**$699,113.36**

Options:

Option 1: Move to approve the purchase of 12 Police Vehicles with related equipment and one automated garbage truck as outlined in the above table, utilizing Lease Purchase Revenue Note proceeds as awarded to BB&T Bank.

Option 2: Do Not Approve.

STAFF RECOMMENDATION:

Option 1: Move to approve the purchase of 12 Police Vehicles with related equipment and one automated garbage truck as outlined in the above table, utilizing Lease Purchase Revenue Note proceeds as awarded to BB&T Bank.

FISCAL IMPACT: Lease proceeds will be used to purchase the equipment.

LEGAL SUFFICIENCY: Legally sufficient

P.O. # 141022

Palmetto Ford Truck Sales, Inc
Florida Sheriff's Bid 13-11-0904 - Spec #14

HEAVY DUTY SPEC w/ 30k Rear Axle

City of Tavares - Mr. Jeff Henderson

Heil Auto Side Loader

Autocar base spec - Central Districts	$ 135,785.00
Single Axle Credit	$ (9,254.00)
Per Attached Quote ID QWARFGZTXG Dated: 11/14/2013 1:03pm	
Custom Heavy Duty Spec Includes: 30k Rear Axle, Double Frame	
Reyco 31k Rear Susp, Power Heated Mirrors, AC, AM/FM, Custom Blue	
Paint, 5 Year Allison Transmission Warranty	
Air Assit Cab, Davco Fuel Water Sepc, Backup Alarm w/ Motion Sensor	$ 943.00
Air Horn - No Charge	$ -
Extra Spot Mirror - No Charge	
Chassis Subtotal	$ 127,474.00
Autolube System for Arm	$ 6,500.00
Final Spec Must Be Aprroved by Heil Enginering	
Heil Dura Pack 7000	$ 119,804.00

Total Price Delivered	$ 253,778.00

Approval: _____

Print Name: _____

Purchase Order Number: _____

SOLID WASTE AUTOMATED TRUCK QUOTE

PROPOSAL

NAME: TAVARES POLICE DEPT.

DATE: OCTOBER 24, 2013

EMAIL: DMYERS@TAVARES.ORG

ATTN: CAPT. MYERS

2014 FORD SEDAN POLICE INTERCEPTOR 4DR FWD (P2L)	$21,694.00
3.5L TI-VCT V-6 FFV ENGINE	
AUTOMATIC OVERDRIVE TRANSMISSION	
AIR CONDITIONING	
POWER WINDOWS & LOCKS	
POWER FRONT DRIVER SEAT	
CLOTH BUCKET SEATS/REAR VINYL	
AM/FM CD	
CRUISE CONTROL	
FRONT LICENSE BRACKET	
IGNITION CONTROL TRUNK RELEASE (62T)	
DELETE DRIVERS SIDE (LEFT HAND) SPOTLIGHT	- 100.00
SPOT LAMP, LED BULB, WHELEN – DRIVER ONLY (21F)	$ 359.00
ELECTRONIC TRAY (62D)	$ 239.00
KEYED ALIKE 1284X (43B)	$ 49.00
FRONT HEADLAMP/POLICE INTERCEPTOR HOUSING ONLY (13P)	$ 119.00
REAR VIEW CAMERA – IMAGE DISPLAYED IN REARVIEW MIRROR (77B)	$ 239.00
TWO TONE BLACK/WHITE – WHITE ROOF & DOORS, BLACK FRONT & BACK)	$ 995.00
EXTRACARE – 0 DED. 5YEARS/75,000 MILES	$ 1,430.00
TOTAL	$25,024.00

PER FSA CONTRACT# 13-21-0904
SPEC# 5
DELIVERY 75 – 90 DAYS ARO

We thank you for the opportunity to make this proposal and will appreciate your acceptance. Acceptance of this proposal will not be binding upon us until this proposal is approved hereonin writing by an official of Don Reid Ford, Inc. Return of one copy of this proposal and your purchase order number constitutes your official acceptance.

PO#_____

ACCEPTED:_____

Respectfully submitted
DON REID FORD, INC.

BY:_____
FLEET MANAGER

		City of Tavares PD			
		Arbitrator			
		CDW-G Account Manager:		Qte date:	03/20/2014
		Rob Sullivan		Prep by:	Rob Sullivan
Customer:	David Myers	CDW-G Public Safety Specialist		Phone:	312.705.9505
Email:	dmyers@tavares.org	Joe Mangano		Toll Free:	866.245.8105
Telephone:	352.742.6424			Email:	robesul@cdwg.com
QTY	PART NUMBER	DESCRIPTION	List Price	Discounted Cost	Extended Cost
		Arbitrator VPU & Camera Kits			
18	ARB-KIT-HD256M24	Arbitrator MK3, HD Camera, 2.4 GHz Wireless Microphone, 256 GB SSD, No integrated Wireless, includes battery back up unit.	$6,422.00	$4,600.00	$82,800.00
		Annual Maintenance Options - per vehicle			
18	CF-SVCARB2AMA1Y	Annual Software Maintenance per vehicle - 1 Year	$300.00	$280.00	$5,040.00
		Vehicle Installation Services			
1	CF-SVCARB2ICC1	Arbitrator Car Installation Training-Train the installers on up to 3 vehicles	$2,780.00	$2,700.00	$2,700.00
		Vehicle Installation Services			
24	New-Item	Arbitrator 360 System Software Install CDW-G, On-site 1 hr, Consulting, Implementation and Training Services - Requires SOW -	$250.00	$250.00	$6,000.00
8	New-Item	Arbitrator 360 System - Remote SUPPORT Consulting Services to assist in the Administration of a Panasonic Arbitrator 360 Video Solution, including; Remote On Line resolution of System Issues and Problems. Remote On Line Remedial User and Administrative training. Remote On Line Audit of existing database configuration. Remote On Line Assistance with Phase Upgrade/Migration. Assistance with Video Augmentation Services. - Annual Support Contract Requires SOW	$175.00	$175.00	$1,400.00
		Peripheral Options/Parts/Accessories			
18	ARB-256SSD	Arbitrator 360HD MK3 256GB Solid State Drive	$570.00	$450.00	$8,100.00
18	ARB-WV-VC31-C	Back Seat Camera with Black body	$515.00	$420.00	$7,560.00
18	TGS-3DP	Panasonic Arbitrator G-Force Sensor (Crash Sensor)	$299.00	$230.00	$4,140.00
		Extended Warranty Options			
18	CF-SVCARB2EX2Y	PANASONIC : ARBITRATOR 3 Year Extended Warranty (Year 4-5)	$445.00	$420.00	$7,560.00
				Arbitrator Total	$125,300.00
		Video Off-Load			
1	901-7782-US51	RUCKUS WIRELESS : 120 Degree Sectorized :: ZF7782-S	$2,999.00	$1,675.00	$1,675.00
1	806-7782-1000	RUCKUS WIRELESS : Premium Support for ZoneFlex 7782, 7782-N, 7782-S	$420.00	$385.00	$385.00
1	902-0180-US00	RUCKUS WIRELESS : Spares of Power over Ethernet (PoE) Injector (10/100/1000 Mbps) quantity of 1 unit (7762, 7762-S, 7762-T, 7762-AC, 7762-S-AC),US Plug(min 10)	$100.00	$70.00	$70.00
				Wireless Total	$2,130.00
		CONTRACT : GSA ~ GS-35F-4342D			

Total Cost $127,430.00

Mobile-Vision, Inc.

QUOTE

90 Fanny Rd, Boonton, NJ 07005
T. 800-336-8475 F. 973-257-3024

Number 107317881
Date March 19, 2014

Sold To

Tavares Police Department
David Myers
201 E Main Street
Tavares, FL 32778

Phone 352-742-6424
Fax 352-742-6169

Ship To

Tavares Police Department
David Myers
201 E Main Street
Tavares, FL 32778

Phone 352-742-6424
Fax 352-742-6169

Salesperson	P.O. Number	Ship Via	Terms
Peter Klaus		None	

Line	Qty	SKU	Description	Unit Price	Ext.Price	Comments
1	12	MVD-FB3DVS	Flashback 3 Digital Video System	$4,495.00	$53,940.00	
2	2	MVD-AP-N-US-6	Assembly, Access Point, Indoor, 802.11n, 1 Radio w/6' cable and Antenna	$850.25	$1,700.50	
3	12	MVD-CRASH-BAT2	Collision Sensor: Triggers Flashback DVR into Record Mode in the event of a collision.	$150.00	$1,800.00	
4	18	LSSWRPRODVR	Software, digital Evidence PRO per DVR Digital Evidence Software Includes: Base Module, Intelligent Downloading Module, Archiver Module, Case Module, Consumer DVD Module	$332.50	$5,985.00	
5	12	MVD-IR-CAM2	Backseat Infrared Camera: Backseat camera for recording prisoner/rear seat area of vehicle.	$195.02	$2,340.29	
6	1	LSMVDT610	Hardware Only Tower Server:10TB RAID-6 DASD; Dual Quad -Core Xeon 2.4GHz Processors; 16GB RAM; Red Hat v5 Enterprise Linux OS/PostgreSql Database; DVD-ROM; Monitor; Keyboard; Mouse; Card Reader; 10/100/1000 Base T Switch	$8,673.50	$8,673.50	
8	1	MVD-DET-BT1	1 Day On-Site Installation (full day of install and 2 hour quick training)	$2,950.00	$2,950.00	

Orlando FL Contract No. IFB-12-0206
Installation of In Car Video Systems not included.
Installation of Wireless Access Points not included.

Quotation is valid for 60 days from date issued. These commodities, technology or software were exported from the United States in accordance with the Export Administration regulations. Diversion contrary to US law is prohibited.
State/Local Fees and Taxes are not included

Mobile-Vision, Inc.

QUOTE

90 Fanny Rd, Boonton, NJ 07005
T. 800-336-8475 F. 973-257-3024

Number	107317881
Date	March 19, 2014

SubTotal	**77,389.29**
Tax	TBD
S&H	700.00
Total	78,089.29

Signing below is in lieu of a formal Purchase Order.
Your signature will authorize acceptance of both pricing and product:

Signed: _____ Dated: _____

L-3 Shipping Terms are FOB Boonton, NJ. By signing below you agree to waive your shipping terms and ship this order FOB Boonton, NJ.

Signed: _____ Dated: _____

Quotation is valid for 60 days from date issued. These commodities, technology or software were exported from the United States in accordance with the Export Administration regulations. Diversion contrary to US law is prohibited.
State/Local Fees and Taxes are not included

11375 W. Sam Houston Parkway South #800
Houston, TX 77031
P. 281-925-0488 | F. 281-925-0535

Vehicle Cameras - COBAN Quote

Quotation Expiration: 60 Days
Terms: Net 30 Days
FOB Point: Destination

Quote #	Date
429584-2	3/14/2014

Prepared for: **Tavares Police Department**

Address **201 E Main St**

City, State **Tavares, FL 32778**

Prepared by: **Sheri Taynor (832-627-3196)**

COBAN IN-CAR SYSTEM - EDGE					
SYSED-02	**EDGE IN-CAR SYSTEM** 5.7" touchscreen monitor GPS PowerGuard w/ UPS 32 GB internal SSD (Solid State Drive) 32 GB removable SSD Front facing color camera Wireless microphone Covert backseat microphone Internal 802.11 a/g/n wireless card Three year limited hardware warranty	$ 5,335.00	$ 4,699.00	12	$ 56,388.00
MZZ-01	Adapter Plate (required for all cars, except for Ford Crown Victoria and 2012 Dodge Charger)	$ 110.00	$ 99.00	12	$ 1,188.00
SCOPT-31	Detached Wide Angle IR Camera (includes 1 - 12ft extension)	$ 198.00	$ 175.00	12	$ 2,100.00
SCAA-014	Support Kit 4GB USB / Keyboard - EDGE	$ 105.00	$ 93.00	1	$ 93.00
VIDEO TRANSFER					
BMIS-13	Removable Hard Drive Upload Cradle	$ 286.00	$ 255.00	1	$ 255.00
SHIPPING					
LFEE-050	Shipping - In-Car Equipment (EDGE, M7 MDC, M7 VMDC, ALPR)	$ 50.00	$ 50.00	12	$ 600.00
LFEE-055	Shipping - Back Office Hardware (Server, Auto DVD, Interview, Jail) Each	$ 150.00			$ -
LFEE-053	Shipping - Miscellaneous (VieVu, Spares, Options)	$ 25.00			$ -

Subtotal	$ 60,624.00
Additional Discount (s)	
Taxes (if applicable)	
GRAND TOTAL	**$ 60,624.00**

Assumptions
1. If required, bid bond, performance bond, permits and fees will be at additional costs.
2. A tax exempt number will be provided upon acceptance of this proposal.

Vehicle Equipment - Fleet Specialities Quote

QUOTE

Prepared by: John Elliott, Fleet Specialties, Inc. Palm Harbor, FL.
Phone 727-410-1642 Fax 727-937-8390 sales@fleetspecialties.com

Date: November 12, 2013

Prepared for: Tavares Police Dept.
Capt. David Myers 352-742-6424 dymers@tavares,org

Description: emergency equipment package for marked and unmarked vehicles
2014 Ford Police Interceptor Sedans

Qty	Part #	Description	Quote each	Extended
		11/5/13 Tavares Police Dept Marked Interceptor sedans		
1	WPLB-LED 1 tier	Whelen Premium marked lightbar package	$ 1,710.00	$ 1,710.00
1	SW8RRBB	Whelen Premium Liberty red/blue		included
1	MKEZ76L	mounting kit for specified vehicle		included
1	CCSRN3	Whelen siren upgrade to CenCom Sapphire	$ 260.00	$ 260.00
1	SA315P	Whelen 100 watt siren speaker		included
1	SAK39	mounting kit for specified vehicle		included
1	PB36INT13LEDRB	Pro-Gard pushbumper w/6 lightheads R&B	$ 618.80	$ 618.80
		*3 red drivers side, 3 blue pass side		
2	LINZ6*	Whelen LINZ6 add 2 to sides of PB	$ 74.00	$ 148.00
		*red drivers side, blue pass side		
1	SK01RB	Whelen ION Sidekick red & blue, pair	$ 314.60	$ 314.60
2	DP2RB	Whelen Dominator dual rear deck red/blue	$ 206.70	$ 413.40
2	DBKT3	swivel mount, rear deck	$ 19.83	$ 39.65
1	RBKT6	Whelen license plate bracket-horizontal	$ 14.63	$ 14.63
2	LINZ6*	Whelen LINZ6 for above	$ 74.00	$ 148.00
		*red drivers side, blue pass side		
2	VTX609C	Whelen Vertex hideaway LEDS clear	$ 60.00	$ 120.00
1	VTX609R	Whelen Vertex hideaway LEDS red	$ 60.00	$ 60.00
1	VTX609B	Whelen Vertex hideaway LEDS blue	$ 60.00	$ 60.00
		*2 clear front, 2 rear red and blue		
1	C-VS-1508-INSE	Havis 23" console for Interceptor sedan	$ 275.63	$ 275.63
	C-EB40-CCS-1P	EB for CenCom siren/controller		included
	C-EB	EB for Mot XTL2500 confirm model		included
	C-EB	EB for anything else??		included
	C-FP*	filler plates as needed		included
1	C-CUP-2-I	Havis dual internal cup holder	$ 30.87	$ 30.87
1	C-LP3-PS2	Havis 3 12volt outlets + 2 switch cutouts	$ 36.75	$ 36.75
2	C-SW-1	Havis on/off switch for above- specify use	$ 14.70	$ 29.40
1	C-ARM-103	Havis arm rest	$ 72.77	$ 72.77
1	C-HDM-204	Havis side mount computer pole	$ 124.22	$ 124.22
1	C-HDM-303	Havis top platform, fixed, 6" offset	$ 26.73	$ 26.73
1	C-3090-3	Havis univ. laptop mount w/tilt/swivel	$ 153.62	$ 153.62
1	C-SS	Havis screen support, 7"	$ 18.38	$ 18.38
1	P1000INT13A	Pro-Gard ProCell single prisoner	$ 1,261.40	$ 1,261.40
		*1/2 partition, NO roll bar		
		*incl; door panels and window barriers		
		*incl: full rear seat & floor pan & LEP		
1	G6300S	Pro-Gard single weapon rack for Pro-Cell	$ 245.00	$ 245.00
		*Sig Sauer AR-15 see worksheet		
		*specify which over ride key desired		
1	shipping	surface freight, Pro-Gard	$ 350.00	$ 350.00
1	shipping	UPS ground shipping all other items	$ 35.00	$ 35.00
1	shop supplies	wire, loom, connectors, etc	$ 25.00	$ 25.00
1	installation	install all above items	$ 795.00	$ 795.00
		Total quote, marked PER VEHICLE		$ 7,386.82

Vehicle Equipment - Fleet Specialities Quote

QUOTE

Prepared by: John Elliott, Fleet Specialties, Inc. Palm Harbor, FL.
Phone 727-410-1642 Fax 727-937-8390 sales@fleetspecialties.com

Qty	Part #	Description	Quote each	Extended
		11/5/13 Tavares Police Dept Un-Marked Interceptor sedans		
1	HHS-2200	Whelen handheld siren/controller	$ 370.50	$ 370.50
1	SA315P	Whelen 100 watt siren speaker	$ 142.87	$ 142.87
1	SAK39	mounting kit for specified vehicle		included
6	DP2RB	Whelen Dominator Plus 2 head red/blue	$ 206.70	$ 1,240.20
2	DBKT3	swivel mount, windshield mount	$ 19.83	$ 39.65
2	DBKT4	L brackets, grille mount	$ 14.95	$ 29.90
2	DBKT3	swivel mount, rear deck	$ 19.83	$ 39.65
2	VTX609C	Whelen Vertex hideaway LEDS clear	$ 56.00	$ 112.00
1	VTX609R	Whelen Vertex hideaway LEDS red	$ 56.00	$ 56.00
1	VTX609B	Whelen Vertex hideaway LEDS blue	$ 56.00	$ 56.00
		*2 clear front, 2 rear red and blue		
1	G5000	Pro-Gard single weapon rack flat mount	$ 221.20	$ 221.20
		*Sig Sauer AR-15 see worksheet		
		*specify which over ride key desired		
		*screen option not available for Interceptor sedan		
1	shipping	UPS ground shipping all other items	$ 35.00	$ 35.00
1	shop supplies	wire, loom, connectors, etc	$ 25.00	$ 25.00
1	installation	install all above items	$ 595.00	$ 595.00
1		Total quote, marked PER VEHICLE		$ 2,962.97

MORGANELLI & ASSOCIATES

1401 SARATOGA STREET
DELAND, FL 32724
PHONE 1-800-824-8303

Quote

Date	Quote #
10/30/2013	93656

Name / Address
TAVARES PD 201 E MAIN STREET TAVARES, FL 32778

P.O. No.	Rep

Qty	Item	Description	List Price	Price Each	Total
		MARKED PATROL CAR			
1	CCSRN3	*CENCOM SAPPHIRE SIREN SYSTEM		539.77	539.77T
1	SX8RRBB	LFL LIBERTY SX SERIES SUPER - LED LIGHTBAR, INCLUDES EXTENDED CORNER LINEAR-LEDs AND CLEAR OUTER LENSES		1,299.00	1,299.00T
1	SXTLS1MC	LIBERTY SX SERIES LR11 TAKE DOWN LIGHTS WITH A 500 SERIES WHITE LED		0.00	0.00T
1	SPALF1	ADD 2 LR11 SUPER-LED FLASHING / ALLEY LIGHTS		0.00	0.00T
5	SLDRB	1 BLUE 1 RED INBOARD SUPER-LED DIRECTIONAL LIGHTHEAD		0.00	0.00T
1	MKEZ76L	E-Z LIGHTBAR MOUNT KIT 76 LONG		0.00	0.00T
1	SA315P	*WHELEN 123dB SPEAKER, NYLON/COMPOSITE		139.00	139.00T
1	SAK39	*SA-315 MOUNT KIT 2011 TAURUS		0.00	0.00T
1	VTX609R	*WHELEN VERTEX SERIES SUPER LED, SELF CONTAINED, HEMISPHERIC LIGHT, RED		60.00	60.00T
1	VTX609B	*WHELEN VERTEX SERIES SUPER LED, SELF CONTAINED, HEMISPHERIC LIGHT, BLUE		60.00	60.00T
2	VTX609C	*WHELEN VERTEX SERIES SUPER LED, SELF CONTAINED, HEMISPHERIC LIGHT, WHITE		60.00	120.00T
		EITHER ABOVE OR BELOW LINE FOR VERSION OF SIDE KICK			
1	SK01RB	*ION SIDEKICK INTERCEPTOR R/B		290.40	290.40T
1	C-TIR3-UNV	*UNIVERSAL MOUNTING BRACKET		36.75	36.75T
2	LINZ6R	*WHELEN LINZ6 SUPER LED LIGHTHEAD, RED		64.00	128.00T
2	LINZ6B	*WHELEN LINZ6 SUPER LED LIGHTHEAD, BLUE		64.00	128.00T
2	DP2RB	WHELEN DOMINATOR PLUS SERIES LIGHT HEAD CONTAINS (2)-LINZ6 (1) RED (1) BLUE		190.80	381.60T

Total

MORGANELLI & ASSOCIATES

1401 SARATOGA STREET
DELAND, FL 32724
PHONE 1-800-824-8303

Quote

Date	Quote #
10/30/2013	93656

Name / Address
TAVARES PD 201 E MAIN STREET TAVARES, FL 32778

P.O. No.	Rep

Qty	Item	Description	List Price	Price Each	Total
2	DBKT4	WHELEN "L" ANGLE MOUNTING BRACKET KIT		13.80	27.60T
1	C-VS-1508-IN...	*C-VS-1508-INSE, 2013 FORD INTERCEPTOR SEDAN STANDARD CONSOLE		275.62	275.62T
1	UT-101	*UNIVERSAL LAPTOP MOUNT		202.80	202.80T
1	C-MD-202	*LOW PROFILE TILT SWIVEL WITH LOCKING HANDLE		47.88	47.88T
1	C-CUP2-I	*4" INTERNAL MOUNTED DUAL CUP HOLDER		30.87	30.87T
1	C-ARM-101	*HAVIS TOP MOUNT ARM REST		50.71	50.71T
1	C-HDM-204	*HEAVY DUTY TELESCOPING SIDE MOUNTED POLE, 8.3 INCHES HIGH		124.21	124.21T
1	C-HDM-304	*FIXED ADAPTER, HEAVY DUTY MOUNT, 9" OFFSET BRACKET		30.32	30.32T
1	C-EB40-CCS-1P	*4" (1 PC) EQUIP BRKT WHELEN CEN-COM		0.00	0.00T
1	C-EB25-XTL-1P	*2-1/2" EQUIPMENT BRACKET FOR MOTOROLA XTL500 REMOTE HEAD		0.00	0.00T
1	C-LP-4	*2" PLATE WITH 4 LIGHTER OUTLETS / FOR INTERNAL MOUNTING		36.75	36.75T
2	C-FP-4	*4" FILLER PLATE		0.00	0.00T
1	C-FP-25	*2-1/2" FILLER PLATE		0.00	0.00T
2	C-MCB	*MIC CLIP BRACKET		10.29	20.58T
2	C-MC	*MIC CLIP		8.08	16.16T
1	SS-UT-X	*SCREEN STIFFENER FOR UT-X MOUNTS TO THE REAR OF THE UT-X AND SUPPORTS THE SCREEN ON A VARIETY OF LAPTOPS		54.439	54.44T
1	PB36INT13LE...	*PB36INT13LEDRB, PUSH BUMPER WITH 6 LED TOP BAR, RED/BLUE		618.80	618.80T
1	P1000INT13A	Single Prisoner Compartment, Pro-cell Prisoner Transport System, ½ Partition, Includes: ½ Partition; Full Width Transport Seat & Floor Pan; Pair Rear Door Panels; Pair Window Barriers; Lower Extension Panel; & Polycarb. Center Divider		1,261.40	1,261.40T

Total

MORGANELLI & ASSOCIATES

1401 SARATOGA STREET
DELAND, FL 32724
PHONE 1-800-824-8303

Quote

Date	Quote #
10/30/2013	93656

Name / Address
TAVARES PD 201 E MAIN STREET TAVARES, FL 32778

P.O. No.	Rep

Qty	Item	Description	List Price	Price Each	Total
1	G6300S	Single Weapon, Vertical Mount on Pro-cell Half Partition		245.00	245.00T
1	SHIPPING	SHIPPING AND HANDLING		350.00	350.00
1	INSTALL KIT	*INSTALLATION SHOP SUPPLIES		75.00	75.00T
1	LABOR	*LABOR TO INSTALL ABOVE LIGHTS.		1,510.00	1,510.00T
				0.00	0.00

Total $8,160.66

Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	120340-A
Customer No.	TAVAR

Bill To	Ship To
TAVARES,CITY OF PO BOX 1068 ACCOUNTS PAYABLE TAVARES, FL 32778	TAVARES,CITY OF PO BOX 1068 ACCOUNTS PAYABLE TAVARES, FL 32778
Contact: DAN FELLICIA **Telephone:** 352-742-6200	**Contact:** DAN FELLICIA **Telephone:** 352-742-6200

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
11/07/13	UPS GROUND OR TRUCK	PPAY & ADD TO	MARKED PATROL	NET30

Entered By	Salesperson	Ordered By	Resale Number
Ryan Massey	RYAN MASSEY	CAPTAIN MYERS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	SXD8BBRRPC U of M : EACH WEC LIBERTY FSA PREMIUM 15-MODULE LIGHTBAR 48.5 R/B Warehouse: ORLAN	1,970.0000	1,970.00
1	1	Y	CCSRN3 U of M : EACH WEC CENCOM SAPPHIRE SYSTEM Warehouse: ORLAN REPLACES CCSRN2 CENCOM GOLD SIREN/SWITCH (DISCONTINUED) INCLUDES: AMP/RELAY MODULE, CONTROL HEAD, MIC, 20' MIC EXTENSION AND CABLES ********** PRICED AS PACKAGE	0.0000	0.00
1	1	Y	SA315P U of M : EACH WEC 100W COMPACT BLACK COMPOSITE 122dB SPEAKER Warehouse: ORLAN 100W SPEAKER ONLY --- BRACKETS SOLD SEPERATELY ********** PRICED AS PACKAGE MOUNTED IN GRILLE	0.0000	0.00
1	1	Y	SAK9 WEC UNI/SWIVEL MOUNT BRACKET FOR SA315P Warehouse: ORLAN PRICED AS PACKAGE	0.0000	0.00
1	1	Y	PB36INT13LEDRB U of M : EACH PG LIGHTED PUSHBUMPER	631.0000	631.00

Print Date	11/07/13
Print Time	11:25:02 PM
Page No.	1

Printed By: Ryan Massey

Continued on Next Page

PDF created with pdfFactory trial version www.pdffactory.com

Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	120340-A
Customer No.	TAVAR

Bill To	Ship To
TAVARES,CITY OF PO BOX 1068 ACCOUNTS PAYABLE TAVARES, FL 32778	TAVARES,CITY OF PO BOX 1068 ACCOUNTS PAYABLE TAVARES, FL 32778
Contact: DAN FELLICIA **Telephone:** 352-742-6200	**Contact:** DAN FELLICIA **Telephone:** 352-742-6200

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
11/07/13	UPS GROUND OR TRUCK	PPAY & ADD TO	MARKED PATROL	NET30

Entered By	Salesperson	Ordered By	Resale Number
Ryan Massey	RYAN MASSEY	CAPTAIN MYERS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			Warehouse: ORLAN 6 HEAD DOMINATOR- R-R-R-B-B-B FROM DRIVER TO PASSENGER		
2	2	Y	DP2RB U of M : EACH WEC DOMINATOR PLUS 2 LIGHTHEAD RED/BLUE	209.0000	418.00
			Warehouse: ORLAN MOUNTED VERTICALLY TO SIDE OF PUSHBUMPER		
2	2	Y	DBKT3 U of M : EACH WEC SWIVEL MOUNT BRACKET FOR D2 & D4 DOMINATOR SERIES	20.0000	40.00
			Warehouse: ORLAN		
1	1	Y	SK01WRB U of M : EACH WEC ION SIDEKICK INTERCEPTOR R/B	383.2000	383.20
			Warehouse: ORLAN		
2	2	Y	DP2RB U of M : EACH WEC DOMINATOR PLUS 2 LIGHTHEAD RED/BLUE	209.0000	418.00
			Warehouse: ORLAN REAR DECK MOUNTED CENTERED TO BE SEEN WHEN TRUNK LID IS OPEN.		
2	2	Y	DBKT3 U of M : EACH WEC SWIVEL MOUNT BRACKET FOR D2 & D4 DOMINATOR SERIES	20.0000	40.00
			Warehouse: ORLAN		
1	1	Y	RBKT6 U of M : EACH	17.6000	17.60

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Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	120340-A
Customer No.	TAVAR

Bill To	Ship To
TAVARES,CITY OF PO BOX 1068 ACCOUNTS PAYABLE TAVARES, FL 32778	TAVARES,CITY OF PO BOX 1068 ACCOUNTS PAYABLE TAVARES, FL 32778
Contact: DAN FELLICIA **Telephone:** 352-742-6200	**Contact:** DAN FELLICIA **Telephone:** 352-742-6200

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
11/07/13	UPS GROUND OR TRUCK	PPAY & ADD TO	MARKED PATROL	NET30

Entered By	Salesperson	Ordered By	Resale Number
Ryan Massey	RYAN MASSEY	CAPTAIN MYERS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			WEC TIR3 HORIZONTAL MOUNT LICENSE PLATE BRACKET Warehouse: ORLAN		
1	1	Y	LINZ6R U of M : EACH WEC LINZ6 LED HORIZ SYNC RED Warehouse: ORLAN RBKT MOUNTED DRIVER SIDE	98.0000	98.00
1	1	Y	LINZ6B U of M : EACH WEC LINZ6 LED HORIZ SYNC - BLUE Warehouse: ORLAN RBKT MOUNTED PASSENGER SIDE	98.0000	98.00
2	2	Y	VTX609C U of M : EACH WEC VERTEX HIDEAWAY LED-CLEAR Warehouse: ORLAN FLASHER/SYNCRONIZE MODULE BUILT IN POWER CORD 25 SCAN-LOCK FLASH PATTERNS 6 LEDS PER HEAD ********** **** FRONT LAMP HOUSING MOUNTED TO PRE DRILLED HOLES	56.0000	112.00
2	2	Y	VTX609J U of M : EACH WEC VERTEX SPLIT RED/BLUE Warehouse: ORLAN MOUNTED TO REAR TAIL LAMP HOUSINGS PRE DRILLED HOLES	56.0000	112.00
1	1	Y	C-VS-1508-INSE U of M : EACH HAV CONSOLE, 23" 2013+ FORD INTERCEPTOR SEDAN	232.0000	232.00

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Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	120340-A
Customer No.	TAVAR

Bill To	Ship To
TAVARES,CITY OF PO BOX 1068 ACCOUNTS PAYABLE TAVARES, FL 32778	TAVARES,CITY OF PO BOX 1068 ACCOUNTS PAYABLE TAVARES, FL 32778
Contact: DAN FELLICIA **Telephone:** 352-742-6200	**Contact:** DAN FELLICIA **Telephone:** 352-742-6200

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
11/07/13	UPS GROUND OR TRUCK	PPAY & ADD TO	MARKED PATROL	NET30

Entered By	Salesperson	Ordered By	Resale Number
Ryan Massey	RYAN MASSEY	CAPTAIN MYERS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			Warehouse: ORLAN ********** ********** VEHICLE SPECIFIC 23" CONSOLE FOR 2013+ INTERCEPTOR SEDAN TO INCLUDE THE FOLLOWING EQUIPMENT BRKTS: 1) 1) 1) 1) AND WHATEVER OTHER FILLER PLATES NECESSARY TO COMPLETE THE INSTALLATION. ********** *********		
1	1	Y	C-ARM-103 U of M : EACH HAV FLIP-UP ARMREST, ATTACHES TO CONSOLE Warehouse: ORLAN REPLACES C-ARM-3 ARMREST ********** PRICED AS PACKAGE	0.0000	0.00
1	1	Y	C-CUP2-I U of M : EACH HAV 4 HIGH PLATE TWO CUP HOLDER INTERNAL MNT Warehouse: ORLAN REPLACES C-CH-2-XL CUPHOLDER **********PRICED AS PART OF PACKAGE	0.0000	0.00
1	1	Y	C-FP-4 U of M : EACH HAV 4.0 BLANK FILLER PLATE FOR CONSOLE Warehouse: ORLAN	40.0000	40.00

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Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	120340-A
Customer No.	TAVAR

Bill To	Ship To
TAVARES,CITY OF PO BOX 1068 ACCOUNTS PAYABLE TAVARES, FL 32778	TAVARES,CITY OF PO BOX 1068 ACCOUNTS PAYABLE TAVARES, FL 32778
Contact: DAN FELLICIA **Telephone:** 352-742-6200	**Contact:** DAN FELLICIA **Telephone:** 352-742-6200

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
11/07/13	UPS GROUND OR TRUCK	PPAY & ADD TO	MARKED PATROL	NET30

Entered By	Salesperson	Ordered By	Resale Number
Ryan Massey	RYAN MASSEY	CAPTAIN MYERS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			WITH 3 CIG PLUGS ADDED ON CONSTANT POWER WITH LIGHTED ROCKER SWITCH CUTOFFS.		
1	1	Y	C-FP-4 U of M : EACH HAV 4.0 BLANK FILLER PLATE FOR CONSOLE Warehouse: ORLAN BLANK	0.0000	0.00
1	1	Y	C-FP-3 U of M : EACH HAV 3.0 BLANK CONSOLE FILLER PLATE Warehouse: ORLAN BLANK	0.0000	0.00
1	1	Y	PKG-PSM-141 U of M : EACH HAV COMPUTER BASE PACKAGE FOR 10+TAURUS/INTERCEPTOR Warehouse: ORLAN INCLUDES: BASE, LOWER POLE, UPPER PLATFORM, TILT SWIVEL	191.0000	191.00
1	1	Y	UT-101 U of M : EACH HAV STANDARD UNIVERSAL LAPTOP MOUNT W/LOCK Warehouse: ORLAN REPLACES UT-X, UT-X-T, & UT-X-ATG LAPTOPS 11.47" TO 14.19" WIDE & 9.25" TO 11.00" DEEP, WITH HEIGHTS RANGING FROM .67" TO 1.87" **********	199.9900	199.99
1	1	Y	SS-UT-X U of M : EACH HAV SCREEN STIFFNER FOR UT-X Warehouse: ORLAN	55.9900	55.99

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Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	120340-A
Customer No.	TAVAR

Bill To	Ship To
TAVARES,CITY OF PO BOX 1068 ACCOUNTS PAYABLE TAVARES, FL 32778	TAVARES,CITY OF PO BOX 1068 ACCOUNTS PAYABLE TAVARES, FL 32778
Contact: DAN FELLICIA **Telephone:** 352-742-6200	**Contact:** DAN FELLICIA **Telephone:** 352-742-6200

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
11/07/13	UPS GROUND OR TRUCK	PPAY & ADD TO	MARKED PATROL	NET30

Entered By	Salesperson	Ordered By	Resale Number
Ryan Massey	RYAN MASSEY	CAPTAIN MYERS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	P1000INT13A U of M : EACH PG PRO-CELL SPT SYSTEM 2013 FORD INTERCEPTOR SEDAN Warehouse: ORLAN AIRBAG COMPATABLE PACKAGE INCLUDES THE FOLLOWING: 1/2 PARTITION FULL TRANSPORT SEAT W/FLOOR PAN PAIR REAR DOOR PANELS PAIR REAR WINDOW BARRIERS FULL LOWER PANEL & POLYCARBONATE CTR DIVIDER **********	1,351.0000	1,351.00
1	1	Y	G6300S U of M : EACH PG SINGLE GUNRACK FOR PRO CELL PARTITION Warehouse: ORLAN FOR SIG SAUER AR-15 ACTIVATED BY SIREN CONTROLLER HANDCUFF KEY OVERRIDE	262.5000	262.50
1	1	Y	INSTALL KIT U of M : EACH MISC INSTALLATION SUPPLIES I.E. Warehouse: ORLAN LOOM, WIRE, HARDWARE, CONNECTORS, BREAKER, ETC	35.0000	35.00
1	1	N	INSTALL U of M : EACH DSS INSTALLATION OF EQUIPMENT Warehouse: ORLAN SPECIFICS:	750.0000	750.00

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Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	120340-A
Customer No.	TAVAR

Bill To	Ship To
TAVARES,CITY OF PO BOX 1068 ACCOUNTS PAYABLE TAVARES, FL 32778	TAVARES,CITY OF PO BOX 1068 ACCOUNTS PAYABLE TAVARES, FL 32778
Contact: DAN FELLICIA **Telephone:** 352-742-6200	**Contact:** DAN FELLICIA **Telephone:** 352-742-6200

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
11/07/13	UPS GROUND OR TRUCK	PPAY & ADD TO	MARKED PATROL	NET30

Entered By	Salesperson	Ordered By	Resale Number
Ryan Massey	RYAN MASSEY	CAPTAIN MYERS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			Approved By: _____ ☐ **Approve All Items & Quantities**		

Print Date	11/07/13
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Subtotal	7,455.28
Freight	0.00
Order Total	7,455.28

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AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: April 2, 2014

AGENDA TAB NO. 9

SUBJECT TITLE: Local Gas Tax Options

OBJECTIVE:
Request that the City Council select a formula option for distribution of the proposed renewed second Local Option Gas Tax (2 cents).

SUMMARY:
The 6 cents Local Option Fuel Tax is up for renewal and is scheduled to go into effect on September 1, 2014.

Councilmember Speaks has attended the Local Option Fuel Tax Committee meetings in which the options for renewal have been discussed. Each City will be asked to vote on an option. If 51% of the population of the cities represented by their councils can agree on a formula, that will be the formula that will be applied for the next 20+ years. If the councils cannot agree on a formula, it goes to state statute (default formula).

Lake County has indicated their desire to include this item on their April 8th Commission meeting.

The five options under consideration are:

1. Current Distribution Formula (based on 1984-1996 formulas)
2. Formula based on Population & Road Miles (each element is 50%)
3. Formula based on Population, Transportation Expenditures, & Road Miles (each element is 1/3 of the formula)
4. Formula based on Population & Transportation Expenditures (25% population & 75% transportation)

The following attachments are provided for additional background information:

- A copy of Lake County's memo dated February 4, 2014 which provides additional details concerning the renewal of the gas tax and details for the various distribution formulas.
- A copy of worksheet showing the impact of the various formulas based on using FY2012 and FY2013 for comparison.
- A copy of the Finance Director's Agenda Summary dated April 3, 2013 explaining the various Gas Tax Revenues including the one to be renewed.

OPTIONS:

1) Discuss and select an option for Fuel Tax Renewal
2) Discuss and defer selection of option

STAFF RECOMMENDATION:

Discuss and move to select option for Fuel Tax Renewal

FISCAL IMPACT:

Opt 1. Decreased revenue
Opt 2. Minimal revenue increase estimate. $12000
Opt 3. Increased revenue, estimate $50000+
Opt. 4 increased revenue, estimate $50000+ (slightly more than opt 3)

LEGAL SUFFICIENCY:

Legally sufficient

LAKE COUNTY
FLORIDA

February 4, 2014

Re: Two-Cent Local Option Fuel Tax

As you know, the current six-cent local option fuel tax was initially adopted by the Board of County Commissioners in two-cent increments in 1984, 1985, and 1986. The first two-cent increment expires August 31, 2014, the second expires August 31, 2015, and the third expires August 31, 2016. On January 14, 2014, the Board of County Commissioners held a public hearing and adopted Ordinance No. 2014-1 to re-impose the first 2 cent increment for a period of twenty-nine (29) years and four (4) months commencing September 1, 2014, and continuing through December 31, 2043. The BCC also adopted Resolution No. 2014-4 expressing its intent to adopt the local option gas tax and providing that if a statutorily required interlocal agreement between the County and its municipalities is not approved by June 1, 2014, that the statutory distribution of the tax will be utilized. Enclosed are copies of the adopted Ordinance and Resolution.

The average of the entire six-cent local option fuel tax is currently distributed as 66.38% County share and 33.62% Municipality share. The Board of County Commissioners has indicated that it wishes to keep the County share of the re-imposed gas tax at the same 66.38% that currently exists. The Board has also indicated a similar intent for the remaining renewals that expire in 2015 and 2016, respectively.

County staff is prepared to work with the municipalities to assist in the drafting of an interlocal agreement to determine the distribution of the municipal shares. As I previously noted, should an interlocal agreement with the County and municipalities representing a majority of the population of the incorporated area of Lake County not be adopted prior to June 1, 2014, the default distribution formula, provided by Florida Statute, will be utilized. That statutory distribution formula currently provides a 68.88% County share and 31.12% Municipality share.

Enclosed is a spreadsheet outlining various distribution scenarios that have been discussed in our managers' meetings. Different formulas have been developed involving population, transportation expenditures, and maintained road miles based on input from the municipalities. I believe the Board of County Commissioners will give serious consideration to any equitable agreement regarding the municipal share that meets the statutory requirements. I and my staff are willing to work with you to provide any assistance that we can.

COUNTY MANAGER'S OFFICE
P.O. BOX 7800 ◆ 315 W. MAIN ST. ◆ SUITE 308 ◆ TAVARES, FL 32778-7800 ◆ P 352.343.9888 ◆ F 352.343.9495
Board of County Commissioners ◆ www.lakecountyfl.gov

TIMOTHY I. SULLIVAN *District 1* | SEAN M. PARKS, *AICP, QEP* *District 2* | JIMMY CONNER *District 3* | LESLIE CAMPIONE *District 4* | WELTON G. CADWELL *District 5*

I look forward to hearing from you soon. Please let me know if I can provide additional information.

Sincerely,

David C. Heath
County Manager

Enclosures: Ordinance No. 2014-1
Resolution No. 2014-4
Distribution Scenario spreadsheet

Ordinance Summary

The purpose of this ordinance is to re-impose the one-cent and two-cent local option fuel tax pursuant to Section 336.025, Florida Statutes. The re-imposition shall be for a period of twenty nine years (29) years and four (4) months commencing September 1, 2014 and continuing through December 31, 2043. The ordinance also repeals Section 13-26, Lake County Code, entitled Two-cent tax as the section is outdated, and amends Section 13-29, Lake County Code, to make it consistent with the re-imposition of the local option tax.

ORDINANCE NO. 2014 - 1

AN ORDINANCE OF THE BOARD OF THE COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; REPEALING SECTION 13-26, LAKE COUNTY CODE, ENTITLED TWO-CENT TAX; RE-IMPOSING THE ONE-CENT AND TWO-CENT LOCAL OPTION FUEL TAX AS AUTHORIZED PURSUANT TO SECTION 336.025(1)(a), FLORIDA STATUTES; RE-IMPOSING SUCH LOCAL OPTION FUEL TAX FOR A PERIOD OF TWENTY-NINE (29) YEARS AND FOUR (4) MONTHS COMMENCING ON SEPTEMBER 1, 2014 AND CONTINUING THROUGH DECEMBER 31, 2043; AMENDING SECTION 13-29, LAKE COUNTY CODE, ENTITLED TWO-CENT TAX REIMPOSED; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR FILING WITH DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 336.025, Florida Statutes, allows the governing body of a county to impose in addition to other taxes allowed by law, a one-cent, two-cent, three-cent, four-cent, five-cent or six-cent local option fuel tax upon every gallon of motor fuel and diesel fuel sold in that county and taxed under Chapter 206, Florida Statutes; and

WHEREAS, the Board of County Commissioners of Lake County enacted Ordinance No. 1984-5 which imposed the one-cent and two-cent local option fuel tax for a period of ten (10) years ending on August 31, 1994; and

WHEREAS, the Board of County Commissioners of Lake County did extend the one-cent and two-cent local option fuel tax for an additional period of twenty (20) years by the enactment of Ordinance No. 1994-8, with such tax continuing through August 31, 2014; and

WHEREAS, it is the intent of the Board of County Commissioners to re-impose the one-cent and two-cent local option fuel tax for a period of twenty-nine (29) years and four (4) months commencing September 1, 2014 and continuing through December 31, 2043; and

WHEREAS, it is the intent of the Board of County Commissioners not to amend or otherwise alter the ordinances governing three-cent, four-cent or six-cent local option fuel taxes; and

WHEREAS, the Board of County Commissioners of Lake County, Florida hereby declare that re-imposition of the local option fuel tax serves a valid and important public purpose and shall be in the best interests of the citizens of Lake County, Florida.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Lake County, Florida as follows:

Section 1. **Repealer.** Section 13-26, Lake County Code, entitled Two-cent tax, is hereby repealed in its entirety.

Section 2. **Re-imposition of Local Option Gas Tax.** Pursuant to Section 336.025 (1)(a), Florida Statutes, the Board of County Commissioners of Lake County, Florida re-imposes the one and two cent local option fuel tax upon every gallon of motor fuel and diesel fuel sold in Lake County and taxed under the provisions of part I or part II of Chapter 206, Florida Statutes, for an additional twenty-nine (29) year and four (4) month period, commencing September 1, 2014 and continuing until December 31, 2043.

Section 3. **Amendment.** Section 13-29, Lake County Code, entitled Two-cents reimposed, is amended to read as follows:

Sec. 13-29. - Two-cent tax reimposed.

(a) Beginning September 1, ~~1994~~2014, and continuing for a period of twenty-nine ~~twenty (20~~29) years and four (4) months until ~~August~~ December 31, ~~2014~~2043, there shall be reimposed in addition to all other taxes allowed by law, a two-cent local option tax upon every gallon of motor fuel and ~~special~~diesel fuel sold in Lake County, Florida, and taxed under the provisions of Chapter 206, Florida Statutes.

(b) The tax shall be collected in the manner provided by ~~Florida Statute~~ Section 336.025(2), Florida Statutes.

(c) The proceeds of the tax shall be distributed among the Lake County government and eligible municipalities based on general law unless on or before June 1, 2014, an interlocal agreement providing for a different distribution formula is approved by the Board of County Commissioners and one or more municipalities located within the geographic boundaries of Lake County, Florida, representing a majority of the population of the incorporated area within the County, in which case the distribution shall be made in accordance with such interlocal agreement.~~the following formula:~~ Any interlocal agreement entered into shall comply with Section 336.025, Florida Statutes.

~~(1) Lake County shall receive 61.82 percent of the tax proceeds, which percentage is the proportion of Lake County's transportation expenditures for the past five (5) fiscal years as to the total of such expenditures for Lake County and all municipalities within Lake County for that same period.~~

~~(2) The eligible municipalities shall receive 38.18 percent of the tax proceeds, which amount shall be divided among the eligible municipalities based on current population.~~

~~If on or before June 1, 1994, an interlocal agreement providing for the foregoing distribution formula is not approved by one or more of the municipalities located in Lake County representing a majority of the population of the incorporated area within the county, then the distribution of the tax proceeds shall be made according to general law.~~

(d) In the absence of an interlocal agreement between the County and the municipalities, the proportions shall be recalculated every ten ~~Ten~~ (10) years from the date of the enactment of the enabling ordinance~~,~~ ~~the proportions shall be recalculated~~ based upon the transportation expenditures of the immediately preceding five (5) years.

(e) The county manager is hereby directed to determine the percentage allocations as provided in paragraph (c) and to provide copies to all municipalities within Lake County, and to the Florida ~~d~~Department of ~~r~~Revenue prior to July 1, ~~1994~~2014. The ~~c~~Clerk of the ~~b~~Board of ~~c~~County ~~c~~Commissioners shall provide a certified copy of this section to the Florida ~~d~~Department of ~~r~~Revenue upon passage. Any dispute as to the determination of distribution proportions shall be resolved as provided in ~~Florida Statutes~~Section 336.025(5)(b), Florida Statutes.

(f) Proceeds of the tax shall be used by Lake County and eligible municipalities only for transportation expenses as defined in Florida Statute 336.025.

(g) The provisions of this section shall not affect any distribution of prior allocations of the three-cent, four-cent, five-cent or six-cent local option gas tax.

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

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

Section 6. Filing with the Department of State. The Clerk shall be and is hereby directed forthwith to send a copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Ordinance No. 2014-1; Gas Tax Ordinance

Section 7. **Effective.** This Ordinance shall become effective upon filing with the Secretary of State.

Enacted this 14th day of January, 2014.

Filed with the Secretary of State January 24, 2014.

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

Jimmy Conner, Chairman

This 14th day of January, 2014.

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

FLORIDA DEPARTMENT of STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

January 24, 2014

Honorable Neil Kelly
Clerk of the Circuit Court
Lake County
550 West Main Street
P. O. Box 7800
Tavares, Florida 32778-7800

Attention: Courtney T. Vincent, Senior Secretary

Dear Mr. Kelly:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge of your electronic copy of Lake County Ordinance No. 2014-1, which was filed in this office on January 24, 2014.

Sincerely,

Liz Cloud
Program Administrator

LC/elr

Enclosure

R. A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
Telephone: (850) 245-6270 • Facsimile: (850) 488-9879
www.dos.state.fl.us

RESOLUTION NO. 2014-4

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA READOPTING AND EXTENDING THE ONE-CENT AND TWO-CENT LOCAL OPTION GAS TAX.

WHEREAS, Florida Statute 336.025 allows the Board of County Commissioners to adopt and or extend a one, two, three, four, five or six cent local option gas tax on every gallon of motor fuel and special fuel sold in Lake County, Florida, and

WHEREAS, said statute requires that if an interlocal agreement has not been executed by municipalities representing a majority of those persons living in the incorporated areas within Lake County and the Board of County Commissioners by June 1, that the Board of County Commissioners must adopt a Resolution of intent to levy the tax allowed under the statute, and

WHEREAS, the Board of County Commissioners of Lake County, Florida wishes to readopt and extend the one and two cent tax effective September 1, 2014, in Lake County, Florida.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lake County, Florida:

1. That this Resolution is adopted pursuant to Florida Statute 336.025 and is an expression of the intent of the Board of County Commissioners to readopt and extend the one and two cent local option gas tax pursuant to said statute.

2. Should no interlocal agreement with municipalities representing a majority of those persons living in the incorporated areas within Lake County be adopted prior to June 1 of this year, distribution proportions for said tax shall be as established in Florida Statute.

DONE AND RESOLVED this 14 day of January, 2014.

LAKE COUNTY BOARD OF COUNTY COMMISSIONERS

Jimmy Conner, Chairman

This 14th day of January, 2014.

ATTEST: BOARD OF COUNTY COMMISSIONERS LAKE COUNTY, FLORIDA

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

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

S:\DOCUMENT\2014\ORDINANCES\2014-01 Gas Tax Ordinance\Resolution regarding One-Cent & Two-Cent Local Gas Tax.docx

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: APRIL 3, 2013

AGENDA ITEM NO.:

SUBJECT TITLE: Discussion on Renewal of Two Cents Gas Tax

OBJECTIVE: Discussion concerning renewal of the first 2 cents of Local Option County Gas Tax.

SUMMARY:
In order to better understand the Local Option Gas Taxes in general, an overview of these important revenue sources are provided below. The **highlighted** item is the levy for today's discussion.

Background of ALL State authorized Local Option Fuel Taxes available for Levy:
County governments are authorized to levy up to 12 cents of local option fuel taxes in the form of three separate levies.

1. The **first** is a tax of 1 cent on every net gallon of motor and diesel fuel sold within a county known as the **ninth-cent fuel tax**. This tax may be authorized by an ordinance adopted by an extraordinary vote of the County Commission or by a county-wide referendum. *This tax is currently collected in Lake County.*

- This revenue is collected by the State of Florida and distributed to participating counties. The City receives a monthly distribution from Lake County from this revenue source. Transportation expenditures are the basis for the distributions for the municipal portion.

2. The **second** is a tax of 1 to 6 cents on every net gallon of motor and diesel fuel sold within a county. This tax may be authorized by an ordinance adopted by majority vote of the County Commission or by a county-wide referendum. The County currently collects these taxes as follows:

I. **First 2 Cents:** Authorized by County Ordinance No. 1994-8 authorized for a period of 20 years. This tax is distributed among the county government and eligible municipalities based on transportation expenditures. This revenue is collected and distributed by the State of Florida.

II. **Second 2 Cents:** County Authorized by County Ordinance No. 1985-15 for a period of 30 years. This tax is distributed among the county government and municipalities based on an interlocal agreement. This revenue is collected and distributed by the State of Florida.

	2012	2013	
Astatula	1795	1793	
Clermont	29358	30201	
Eustis	18489	18795	
Fruitland Park	4152	4182	
Groveland	8800	9529	
Howey-in-the-Hills	1100	1083	
Lady Lake	13946	13947	
Leesburg	20408	20761	
Mascotte	5091	5158	
Minneola	9485	9743	
Montverde	1455	1451	
Mount Dora	12557	12870	
Tavares	14015	14260	
Umatilla	3458	3546	
	144109	147319	

	Formula 2	Formula 3	Formula 4	Default
Astatula	$ 17,626	$ 7,806	$ (9,759)	$ (18,972)
Clermont	$ 246,265	$ 155,106	$ 35,116	$ (102,224)
Eustis	$ (278,221)	$ (134,478)	$ 63,129	$ 180,769
Fruitland Park	$ 4,535	$ (835)	$ (9,655)	$ (19,779)
Groveland	$ 61,502	$ 51,607	$ 39,897	$ 15,762
Howey-in-the-Hills	$ 12,601	$ 3,977	$ (11,969)	$ (18,996)
Lady Lake	$ 109,761	$ 111,041	$ 115,701	$ 95,162
Leesburg	$ (250,853)	$ (236,253)	$ (206,843)	$ (227,958)
Mascotte	$ 40,687	$ 21,497	$ (8,603)	$ (32,136)
Minneola	$ 117,124	$ 79,884	$ 30,788	$ (21,563)
Montverde	$ 41,693	$ 26,518	$ (7,292)	$ (14,557)
Mount Dora	$ (98,690)	$ (83,420)	$ (61,570)	$ (64,883)
Tavares	$ (12,945)	$ 13,675	$ 56,925	$ 58,627
Umatilla	$ (11,085)	$ (16,125)	$ (25,775)	$ (33,806)
Total loss	$ (651,794)	$ (470,276)	$ (332,863)	$ (554,874)
2012 % of gainers	52%	59%	65%	38%
2013 % of gainers	52%	59%	65%	38%

III. **Third 2 Cents:** County Authorized by County Ordinance No. 1986-4 for a period of 30 years. This tax is distributed among the county government and municipalities based on an interlocal agreement. This revenue is collected and distributed by the State of Florida.

3. The **third** is a tax levy of 1 to 5 cents upon every net gallon of motor fuel sold within a county. Diesel fuel is not subject to this tax. This tax may be levied by Ordinance of the County Commission with a majority plus 1 vote or by county-wide referendum.

   - This tax is **NOT** levied in Lake County. (This tax was levied in 47 of Florida's counties in FY2013.)

The ***second* two cents** of the Second available Local Option Tax (1-6 cents & *see highlighted section)* described above is under consideration for renewal as this tax per County Ordinance No. 1994-8 will expire on August 31, 2014. The full 6 cents will provide the City of Tavares with estimated collections of $299,506 for FY2013.

2 cents of the total 6 cents currently collected is approximately one third of this revenue source currently included in the FY2013 year budget. If this tax is not renewed City revenues would decrease by approximate $100,000 in FY14 plus any incremental amounts related to price increases or increased sales.

Currently all Counties collect the full 6 cents authorized by the State of Florida except for one county, Franklin, which collects 5 cents.

Local Option Fuel Taxes may be used for Transportation Expenditures as identified in F.S. § 336.025:

- Public transportation
- Roadway and right-of-way maintenance and equipment and structures used primarily for the storage and maintenance of such equipment
- Roadway and right-of-way drainage
- Street lighting installation, operation, maintenance, and repair
- Traffic signs, traffic engineering, signalization, and pavement markings, installation, operation, maintenance and repair
- Bridge maintenance and operation
- Debt service and current expenditures for transportation capital projects in the foregoing program areas including construction or reconstruction of roads and sidewalks.

OPTIONS:

1. Move to request the City Administrator to forward a letter to the Lake County Board of County Commissioners urging the Board to re-impose the First 2 cents of the Second Local Option Fuel tax scheduled to expire on August 31, 2014.
2. Move to not send a letter to Board of County Commissioners.

3. The City Council holds discussion concerning renewal options for the First 2 cents of the Second Local Option Fuel Tax.

STAFF RECOMMENDATION:

Recommend that the City Council discusses the renewal options for the First 2 cents of the Second Local Option Fuel Tax.

FISCAL IMPACT: N/A

LEGAL SUFFICIENCY: Legally sufficient.

LAKE COUNTY, FLORIDA

LOCAL OPTION GAS TAX DISTRIBUTION SCENARIOS with LAKE COUNTY AT 66.38%: FY2014 est.

AGENCY	CURRENT DISTRIBUTION based on several formulas 1984–1994 First 2¢ distr. by 75% transportation exp. & 25% population/ 3-6¢ based on transp exp. 6 CENTS REVENUE ESTIMATE	Distribution %	FORMULA #2 BASED ON POPULATION & ROAD MILES[2] Distribution by 50% population & 50% road miles 6 CENTS REVENUE ESTIMATE	Distribution %	FORMULA #3, BASED ON POPULATION, TRANSPORTATION EXPENDITURES & ROAD MILES Distribution by 1/3 of each: population, transportation expenditure and road miles 6 CENTS REVENUE ESTIMATE	Distribution %	FORMULA #4, BASED ON POPULATION & TRANSPORTATION EXPENDITURES Distribution by 25% population & 75% transportation expenditures 6 CENTS REVENUE ESTIMATE	Distribution %	DEFAULT FORMULA, BASED ON TRANSPORTATION EXPENDITURES (Past Five Years) Default formula if no other agreement 6 CENTS REVENUE ESTIMATE	Distribution %
Lake County	$5,407,046	66.38%	$5,407,046	66.38%	$5,407,046	66.38%	$5,407,046	66.38%	$5,611,600	68.888%
Astatula	$26,914	0.33%	$44,540	0.55%	$34,720	0.43%	$17,155	0.21%	$7,942	0.098%
Clermont	$293,044	3.60%	$539,309	6.62%	$448,150	5.50%	$328,160	4.03%	$190,820	2.343%
Eustis	$642,671	7.89%	$364,450	4.47%	$508,193	6.24%	$705,800	8.66%	$823,440	10.109%
Fruitland Park	$77,485	0.95%	$82,020	1.01%	$76,650	0.94%	$67,830	0.83%	$57,706	0.708%
Groveland	$103,153	1.27%	$164,655	2.02%	$154,760	1.90%	$143,050	1.76%	$118,915	1.460%
Howey-in-the-Hills	$19,159	0.24%	$31,760	0.39%	$23,136	0.28%	$7,190	0.09%	$163	0.002%
Lady Lake	$144,689	1.78%	$254,450	3.12%	$255,730	3.14%	$260,390	3.20%	$239,851	2.944%
Leesburg	$607,993	7.46%	$357,140	4.38%	$371,740	4.56%	$401,150	4.92%	$380,035	4.665%
Mascotte	$64,573	0.79%	$105,260	1.29%	$86,070	1.06%	$56,150	0.69%	$32,437	0.398%
Minneola	$53,886	0.66%	$171,010	2.10%	$133,770	1.64%	$84,674	1.04%	$32,323	0.397%
Montverde	$21,717	0.27%	$63,410	0.78%	$48,235	0.59%	$14,425	0.18%	$7,160	0.088%
Mount Dora	$337,310	4.14%	$238,620	2.93%	$253,890	3.12%	$275,740	3.38%	$272,427	3.344%
Tavares	$261,625	3.21%	$248,680	3.05%	$275,300	3.38%	$318,550	3.91%	$320,252	3.931%
Umatilla	$84,735	1.04%	$73,650	0.90%	$68,610	0.84%	$58,690	0.72%	$50,929	0.625%
	$8,146,000	100.0%	$8,146,000	100.0%	$8,146,000	100.0%	$8,146,000	100.0%	$8,146,000	100.0%

Source: [1] Bureau of Economic and Business Research, University of Florida April 2013 estimate

[2] FDOT 2013 City County Mileage (Data as of Sept 30, 2012)

DT/Gas Tax/2014/LOGT distribution scenarios with cities Jan 2014

LAKE COUNTY
FLORIDA

2¢ Local Option Fuel Tax Reauthorization

League of Cities Presentation

February 14, 2014

Purpose

LAKE COUNTY
FLORIDA

To provide an overview of the reauthorization of the first and second cents of the Local Option Fuel Tax and its distribution

Outline

LAKE COUNTY
FLORIDA

- Overview of the existing 6¢ Local Option Fuel Tax
- Next steps

LAKE COUNTY
FLORIDA

Overview

Local Option Fuel Tax Uses Florida Statutes 336.025

LAKE COUNTY
FLORIDA

- Transportation Expenditures:
  - Public transportation operations and maintenance
  - Roadway and right-of-way maintenance and equipment and structures used for maintenance
  - Roadway and right-of-way drainage
  - Street lighting installation, operation, maintenance & repair
  - Traffic signs, traffic engineering, signalization and pavement markings
  - Bridge maintenance and operation
  - Debt service and transportation capital expenditures of roads and sidewalks construction or reconstruction

Local Option Fuel Tax Uses Public Works Department

LAKE COUNTY
FLORIDA

- Funds the operations of the Public Works Department to include the following road maintenance activities for 1,393 road miles, 27 bridges and 372 traffic control devices:
  - Pothole repair
  - Mowing
  - Tree trimming and removal
  - Striping
  - Sign and signal maintenance
  - Drainage improvements

Local Option Fuel Tax Uses
Calls for Service

LAKE COUNTY
FLORIDA

- 2,450 work orders in 2012
- 710 pothole patching work orders in 2012
- Over 118 clay miles graded every two weeks
- Over 1,000 road miles mowed every five weeks
- Approximately 25 sidewalk miles mowed every three weeks
- 199 guardrails maintained involving over 5 miles of mowing every five weeks
- 1,720 signs inspected and inventoried every 15 months

CFAC - Recommendation 2

LAKE COUNTY
FLORIDA

- 6¢ Local Option Fuel Tax –
  Renew each of the existing 2¢ - 2¢ - 2¢ revenue sources for an additional 30 year term using an adjusted distribution formula with the municipalities

The Pennies

LAKE COUNTY
FLORIDA

6¢ Local Option Fuel Tax on every gallon of motor and diesel fuel sold in the County

Originally levied in 2¢ increments in 1984, 1985 and 1986

Each 2¢ expires at the end of August in 2014, 2015, and 2016

Renewal authorized by majority vote of the BCC from January 1 to June 1 of year of expiration

Distribution Formula FY 2014 Based on Interlocals with Cities

LAKE COUNTY
FLORIDA

Agency	Allocation of each Two Cent Increment			Entire Six Cent Allocation	Portion Collected
	1st & 2nd	3rd & 4th	5th & 6th		
Lake County	61.0500%	69.0400%	69.0400%	66.38%	$5,172,435
Cities	38.9500%	30.9600%	30.9600%	33.62%	$2,619,724
Total Collected Countywide					$7,792,159

Previous BCC Action

LAKE COUNTY
FLORIDA

- Negotiate with Cities maintaining current County share of 66.38% (6¢ average) – *May 7, 2013*

- Re-impose the first 2¢ cent increment of the Local Option Fuel Tax for a period of twenty-nine (29) years and four (4) months commencing September 1, 2014, and continuing through until December 31, 2043 – *January 14, 2014*

Distribution Alternatives

LAKE COUNTY
FLORIDA

- #1 – Current distribution (several formulas)
- #2 – 50% population; 50% road miles
- #3 – 33% population; 33% road miles; 33% transportation expenditures
- #4 – 25% population; 75% transportation expenditures
- #5 – Statutory distribution (transportation expenditures)

LAKE COUNTY
FLORIDA

Next Steps

Next Steps

LAKE COUNTY
FLORIDA

- Continue to negotiate with Cities maintaining County share of 66.38%
- If no agreement by June 1, 2014, default formula by Statute is 68.89% County and is based on transportation expenditures
- Any alternative distribution formula requires County approval and the majority of population of Cities
- Renewal effective September 1, 2014

AGENDA SUMMARY
TAVARES CITY COUNCIL
APRIL 2, 2014

AGENDA TAB NO. 10
SUBJECT TITLE: Interlocal Service Boundary Agreement -Update

OBJECTIVE:

To update Council on the direction we are headed towards negotiating an Interlocal Service Boundary Agreement with Lake County.

SUMMARY:

On October 2, 2013, the City of Tavares passed Resolution 2013-15 to initiate the process for negotiating an ISBA between Lake County and the City of Tavares for lands located along the Old 441 Corridor. This initiating resolution was sent to Lake County and to all municipalities within the County.

Lake County replied with a responding resolution indicating their desire for an ISBA with Tavares, but they increased the utility service boundary map to include all lands that the city could possibly supply future utilities to. The Cities of Leesburg, Mount Dora and Astatula also responded that they too desired to participate in the process. City and County staff have had informal meetings and sample agreements from other municipalities have been reviewed. Of primary importance to the County is the coordination of County and City Fire and Rescue Services and the provision that the closest emergency aid would respond to emergency calls, regardless of jurisdiction.

Staff has met with Councilmember Smith, the project's liaison, and together we have produced boundary maps of unincorporated areas that could reasonably be serviced and annexed into the City of Tavares in the future. Lands that presently are serviced by other jurisdictions were excluded. Care was taken to insure that subdivisions and properties were not bisected by the boundary line. The City of Leesburg is concurrently negotiating an ISBA with the County and they have adjusted their boundary map to correspond with our proposed boundary. An overall map of the proposed boundary area and several large scale maps that focus on South Tavares, Tavares/Mount Dora and Tavares/Leesburg areas are attached to this summary. No adjustment is needed for Eustis.

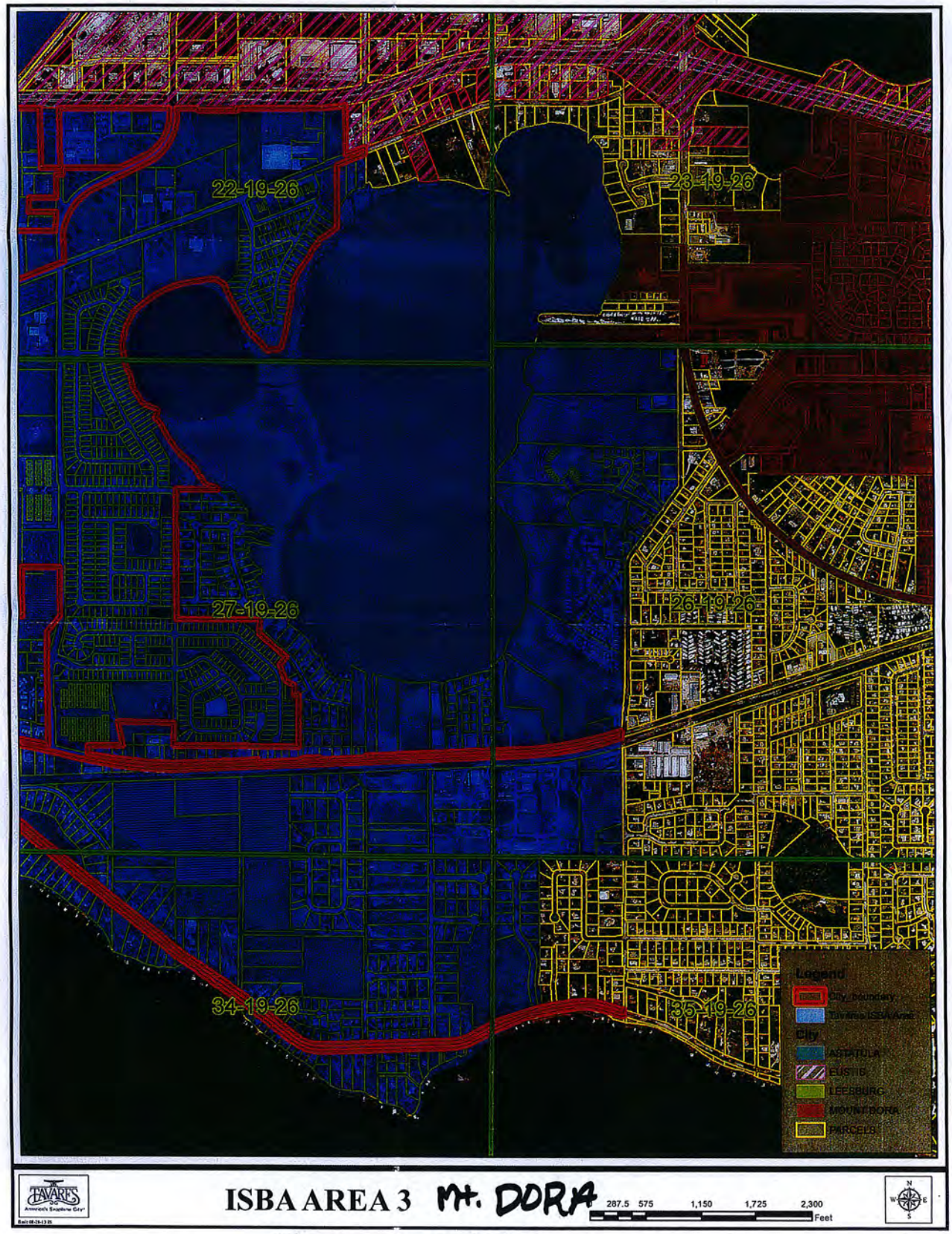
The first formal ISBA meeting with the County and participating municipalities is tentatively set for May 23rd. Prior to that date, a draft agreement that is presently under legal review will be distributed to this City Council, the County and all municipalities within Lake County.

OPTIONS:

No City Council action required at this time.

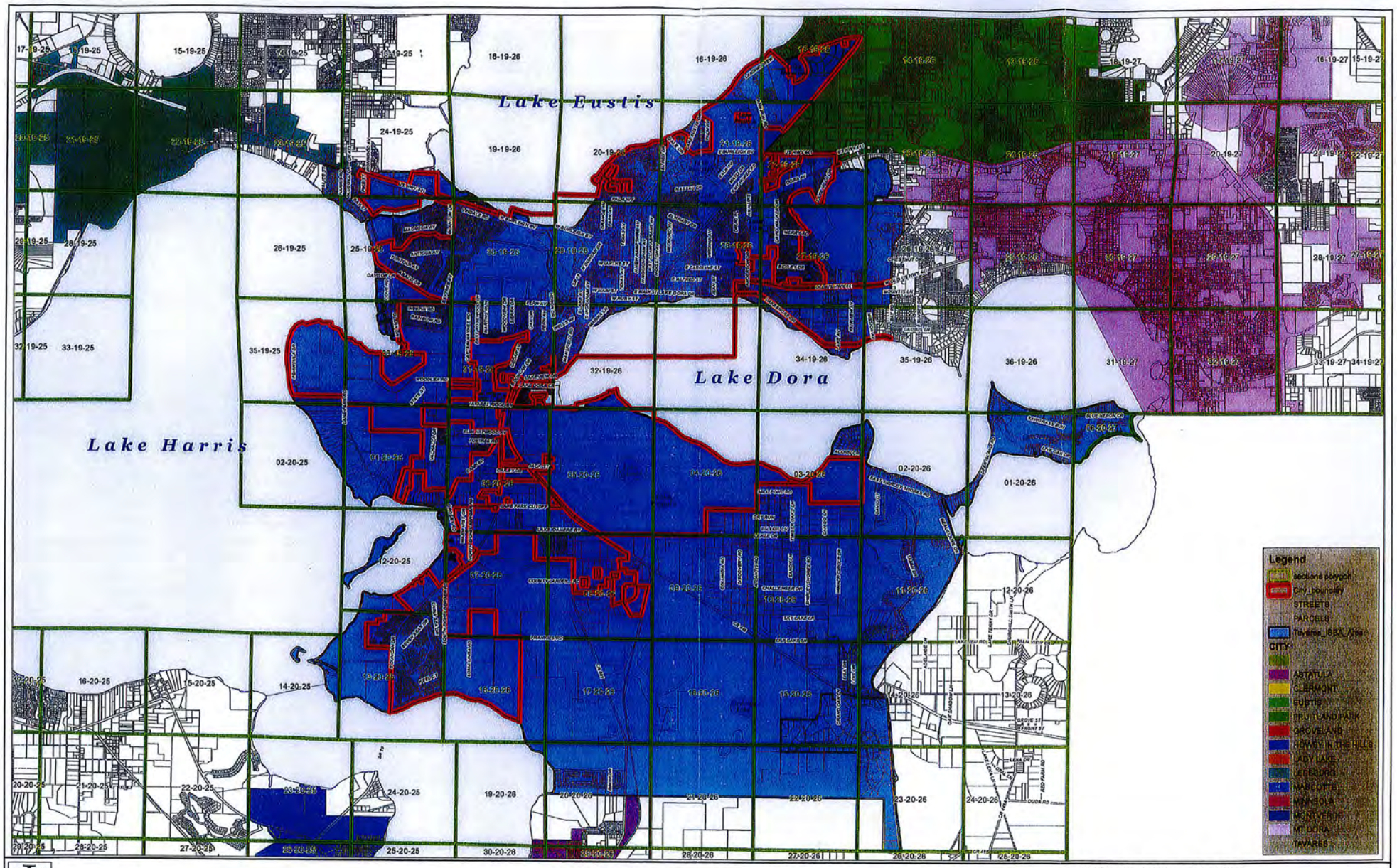
LEGAL SUFFICIENCY:

This agenda summary has been reviewed for legal sufficiency.



ISBA AREA 3 Mt. DORA

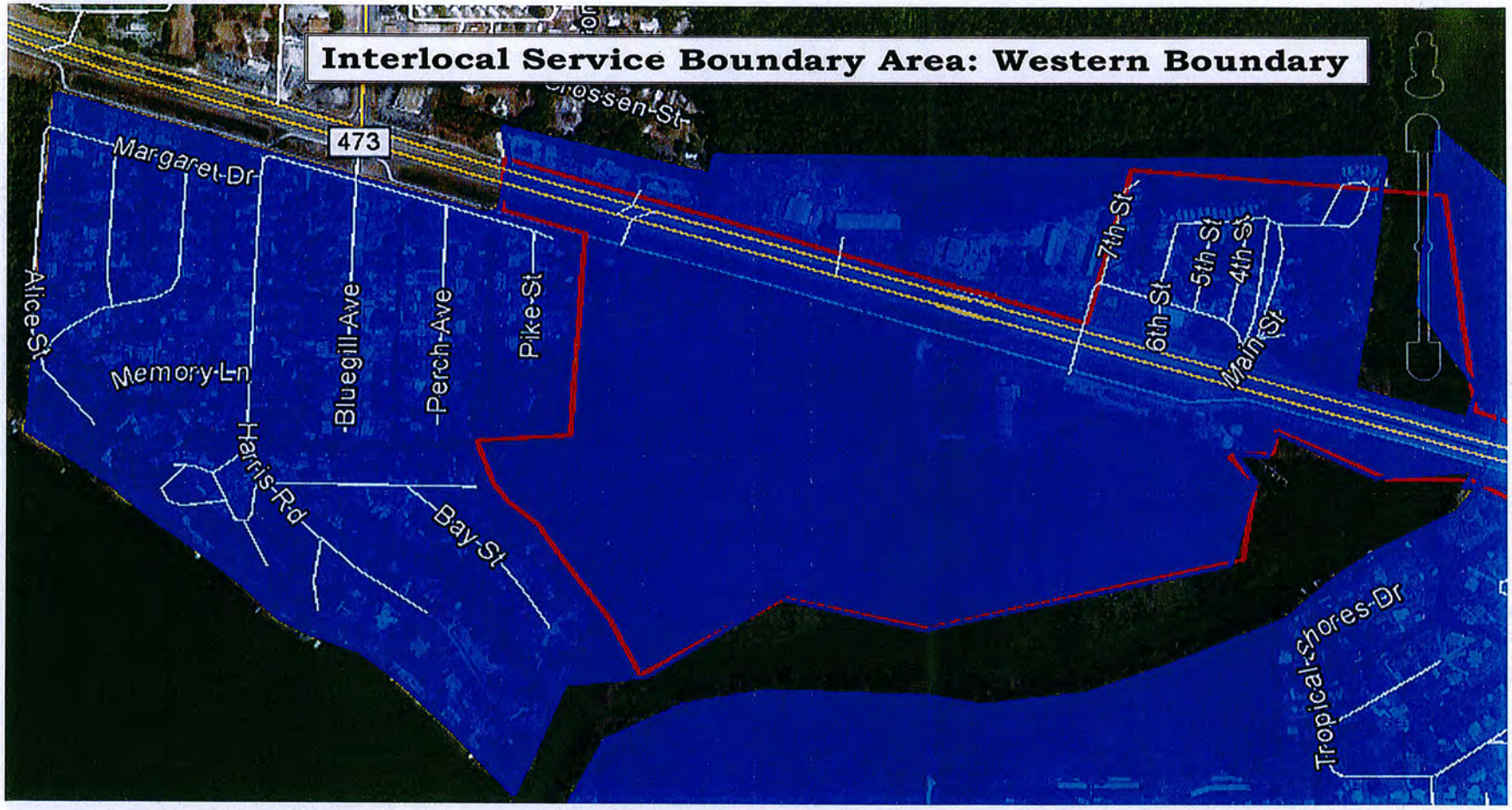
BLUE AREA IS TAVARES' PROPOSED ISBA - AREA



TAVARES ISBA AREA

0 900 1,800 3,600 5,400 7,200 Feet

1



Current City Boundary

ISBA Boundary

TAVARES / LEESBURG

AGENDA SUMMARY
TAVARES CITY COUNCIL
DATE OF MEETING: April 2, 2014

AGENDA TAB NO. 11

SUBJECT TITLE: Commercial Utility Accounts Interest Credits

OBJECTIVE: Request Council approval for a onetime 1% interest credit to Commercial Utility Accounts with one inch meters or greater that experienced an overbilling. .

SUMMARY: . Every four years the city hires a Utility Rate Consultant to develop a five year rate plan for water, sewer, storm water and reclaimed water, which the city just recently did. His first task is to evaluate existing conditions (a rate audit). He has just completed this and has advised that where 95% of the 9,000 meters have been correctly billed, approximately 5% have been over billed. This 5% group had the correct rate applied but the incorrect water block multiplier so they should have received more water consumption at a lower block rate before jumping up to the next tiered block rate. He also concluded that the overbilling was limited to the large commercial accounts only of one (1) inch meters and higher. He also concluded that the incorrect block rates were in effect for FY 11, FY 12, FY13 and part of FY 14. As an example a 1' inch commercial meter that consumed 50,000 gallons of water that month should have paid $129.52 but instead was charged $163.73 and therefore was over billed an amount of $34.21 for that month.

The Finance Department has corrected this problem and is in the process of crediting affected accounts the difference between the correct bill amount and the over-stated billed amount. The refunds will be given over a 60 day period in the form of credits to their utility accounts which will true-up their accounts. In addition to the true-ups staff is recommending that the affected commercial customers also receive a one-time credit equal to one percent (1%) of the total amount they were overbilled. Pursuant to the above example, a credit of 34 cents per month for four years would equal a total onetime credit of approximately $16.42 for that account holder..

Attached is a copy of the Finance Directors accounting of the billing error for reference.

OPTIONS:

1. Approve a one-time, 1% credit of the total amount that was overbilled, be applied to the affected commercial utility accounts.
2. Approve an alternate amount of credit be applied to the affected commercial utility accounts.
3. Do not approve the application of a credit to the affected commercial utility accounts.

STAFF RECOMMENDATION:

1. Move to approve that a one-time, 1% credit of the total amount that the account was overbilled, be applied to the affected commercial utility accounts

FISCAL IMPACT: Approximately $6,000 in water credits.

LEGAL SUFFICIENCY: All options are legally sufficient.

MEMORANDUM

City of Tavares Finance Department

To: John Drury, City Administrator

Date: March 11, 2014

Cc: Robert Williams, City Attorney
Joyce Ross, Public Communications Director
Joan Giesy, Finance Manager

From: Lori Houghton, Finance Director

Subject: Commercial Water Account Corrections

Please be advised that a error correction is being recommended to address an error that was discovered relating to Consumption Charges for Commercial Potable Water and Irrigation Accounts with meter sizes of one inch or greater (1", 1.5", 2", 3", 4", 6", 8", & 10"). Residential Potable Water Accounts, and all accounts with meter sizes **less** than One inch (1") were **not** affected.

Background:
Our current rate structure which was approved by the City Council and effective October 1, 2009 (FY2010) has two components:

1. **Base Charges** – No errors.

    - Residential - All Residential accounts pay the same rate regardless of meter size. No error occurred for base charges.

    - Commercial – Commercial Accounts and Irrigation Accounts pay a monthly base charge based on meter size. No error occurred for base charges.

2. **Consumption Charges** – All water accounts (meters) pay a fee for every 1,000 gallons of water used based on a tiered block of rates that assigns a multiplier for the number of gallons of water used (in thousands).

    - Residential Potable Consumption -

- All meters are charged using a four (4) block tier which provides the appropriate multiplier for charging consumption.
- Meter Size is not considered.
- The **spread** between the tiers is small (3, 4, & 7) meaning one pays less for the 1st three thousand gallons of water, and a bit more for next four (4) thousand gallons used, and then more for the next seven (7) thousand gallons used, but maxes out at 14,000 gallons meaning each gallon used above 14,000 gallons is charged at the same rate.

The following table provides an example and also provides the current residential blocks/tiers and the corresponding rates for each.

		Inside City	Outside City
Block 1	0-3000	$ 1.17	$ 1.46
Block 2	3001-7000	$ 1.71	$ 2.13
Block 3	7001-14000	$ 2.78	$ 3.47
Block 4	14000+	$ 3.72	$ 4.64

Example: Customer that uses **12,000** Gallons-in City

3	times $1.17	=	3.51
4	times $1.71	=	6.84
5	times $2.78	=	13.90
12			
TOTAL CONSUMPTION CHG			**$ 24.25**

- Commercial Consumption – An error in block tiers used for each meter size exists as follows:

  - Each Meter Size has its own block tiers where the smaller the meter, the smaller the spread between the tiers charged for each 1000 gallons of water used, and the larger the meter the larger the spread between the tiers for charging each 1000 gallons of water used.
  - For example the spread between the tiers/blocks for a Commercial "2" Inch Meter is 24, 32, & 56, but the spread between the tiers/blocks for a Commercial "10" inch meter is much greater at 345, 460, & 1,610.
  - This means that a "10" inch meter can use 345,000 gallons before moving to the second block tiered rate.
  - The following table provides an example comparing the tiers/blocks of a 2 inch meter and a 10 inch meter.

TABLE 2 - EXAMPLE OF CORRECT BLOCK TABLE FOR COMMERICAL ACCOUNTS

Meter Size	Block 1 Usage in 1000 Gallons	Rate Per 1000 Gal	Block 2 Usage in 1000 Gallons	Rate Per 1000 Gal	Block 3 Usage in 1000 Gallons	Rate Per 1000 Gal	Block 4 Usage in 1000 Gallons	Rate Per 1000 Gal
3/4 inch	**0-3000**	**1.17**	**3001-7000**	**1.71**	**7001-14000**	**2.78**	**14000+**	**3.72**
1 Inch	0-8000	1.17	8001-18000	1.71	18001-35000	2.78	35000+	3.72
2 Inch	0-15000	1.17	15001-35000	1.71	35001-70000	2.78	70000+	3.72
3 Inch	0-24000	1.17	24001-56000	1.71	56001-112000	2.78	112000+	3.72
4 Inch	0-45000	1.17	45001-105000	1.71	105001-210000	2.78	210000+	3.72
6 Inch	0-150000	1.17	150001-350000	1.71	350001-700000	2.78	700000+	3.72
8 Inch	0-240000	1.17	240001-560000	1.71	560001-1120000	2.78	1120000+	3.72
10 Inch	0-345000	1.17	345001-805000	1.71	805000-1610000	2.78	1610000+	3.72

1. All Commerical Meters at 3/4 inch were charged the appropriate consumption based on block multipliers shown above.
2. Using the same method in Table one. Let's assume:

2 Inch Meter:

Consumption is 25,000 gallons: the customer pays based on Block 1 for 15,000 gallons or $1.17 times 15 or $17.55, and then pays based on block 2 for a 2 inch meter for 10,000 gallons, 10 times $1.71, or $17.10. The 2 inch metered Commerical Customer then pays $34.65 ($17.55 + $17.10) for 25,000 gallons of water.

10 Inch Meter:

Consumption is 25,000 gallons: the customer pays based on Block 1 for 25,000 gallons or $1.17 times 25 or $29.25.

The 10 inch metered Commerical Customer then pays $29.25 for 25,000 gallons of water.

The 10 inch metered Commerical Customer pays based only on Block 1 for their tier in this example.

☆ Block multipliers

TABLE 3 - EXAMPLE OF INCORRECT COMMERCIAL BLOCK TIERS

Meter Size	Block 1 Usage in 1000 Gallons	Rate Per 1000 Gal	Block 2 Usage in 1000 Gallons	Rate Per 1000 Gal	Block 3 Usage in 1000 Gallons	Rate Per 1000 Gal	Block 4 Usage in 1000 Gallons	Rate Per 1000 Gal
3/4 inch	0-3000	1.17	3001-7000	1.71	7001-14000	2.78	14000+	3.72
1 Inch	0-3000	1.17	3001-7000	1.71	7001-14000	2.78	14000+	3.72
2 Inch	0-3000	1.17	3001-7000	1.71	7001-14000	2.78	14000+	3.72
3 Inch	0-3000	1.17	3001-7000	1.71	7001-14000	2.78	14000+	3.72
4 Inch	0-3000	1.17	3001-7000	1.71	7001-14000	2.78	14000+	3.72
6 Inch	0-3000	1.17	3001-7000	1.71	7001-14000	2.78	14000+	3.72
8 Inch	0-3000	1.17	3001-7000	1.71	7001-14000	2.78	14000+	3.72
10 Inch	0-3000	1.17	3001-7000	1.71	7001-14000	2.78	14000+	3.72

The 3/4inch block rates were incorrectly applied to the "1" inch and larger tiers.

How we found the error:
As you know every four (4) years the City hires an independent rate consultant. As part of his review he analyzes current conditions of all utility accounts (water, sewer, reclaim, and stormwater) as it relates to customer class, meter size, consumption frequency, and rates charged as well as correlations between meter size, water usage, and rates. As he progressed through the current rate study, the consultant alerted me that the block equivalencies or consumption multipliers for Commercial Accounts appeared to be inconsistent. It appeared that we were collecting more revenue for consumption charges on Commercial Accounts with meter sizes of one inch and larger than what we should be collecting based on the block multipliers in the Rate Ordinance, 2009-22. The consultant emphasized that rates and consumption calculations were correct for all Residential Potable accounts and for all Commercial accounts with a three quarter inch (3/4") meter. It should be noted that only those accounts within this group with consumption greater than seven thousand gallons most likely was affected.

I immediately reviewed the current rates in the utility system, and base rates were correct for all meter sizes and all classes. I then reviewed the current block rate multipliers for residential and commercial meters.

- Residential potable accounts - block multipliers for consumption charges were correct. Rates for each block were **correct**.
- Commercial accounts with ¾" meters – block multipliers were **correct**.
- Commercial accounts with meter sizes 1" and greater – block multipliers were **incorrect** for 1" through 10" meters.
- **Rates** for **all** blocks **were correct** although the **multipliers were incorrect**.
- Each Commercial Meter should have different block multipliers assigned
- As discussed previously the multipliers tell the computer when to move consumption used to the next block for the next higher rate.
    - All meters were being charged consumption based on the ¾" meter block multipliers instead of the appropriate blocks which provide a greater spread between the blocks so that the larger the meter the greater the multiplier at the lower rate.

I immediately set out to determine the extent of the billing error thus I went back to 10-1-2009 (FY 2010), and found that all blocks were correct. I then checked Fiscal Years 2011, 2012, 2013, and 2014. I found that all Commercial meters were being charged consumption based on the ¾" meter block tiers. I then pulled queries from the system by Account, Location, Meter Size, Consumption and Class, for Commercial Water & Irrigation Meters. I pulled these queries into Excel and created a model to determine the value associated with the error. I also forwarded my queries to the rate consultant to review my findings and calculations.

The following tables provide an overview of affected accounts and how this compares to all Water Accounts.

(A) Number of COMMERCIAL POTABLE WATER ACCOUNTS AFFECTED									
FY Year	1 Inch	1.5 Inch	2 Inch	3 Inch	4 Inch	6 Inch	8 Inch	10 Inch	YEARLY TOTAL
2011	130	48	72	7	16	3	1	2	279
2012	142	53	72	7	17	3	1	3	298
2013	156	54	72	9	16	2	1	2	312
2014	147	50	75	8	17	2	1	2	302
	575	205	291	31	66	10	4	9	
Average by Meter Size	**144**	**51**	**73**	**8**	**17**	**3**	**1**	**2**	

Average Number of COMMERCIAL POTABLE WATER ACCOUNTS Affected	**298**
% of Commerical Irrigation accts affected to total Accts	4.03%
% of Commerical Irrigation accts affected to total Meters	3.18%

(B) Number of COMMERCIAL IRRIGATION ACCOUNTS AFFECTED									
FY Year	1 Inch	1.5 Inch	2 Inch	3 Inch	4 Inch	6 Inch	8 Inch	10 Inch	YEARLY TOTAL
2011	64	21	29	0	0	1	0	0	115
2012	71	22	30	0	1	2	0	0	126
2013	58	19	27	0	1	0	0	0	105
2014	68	21	29	0	0	0	0	0	118
	261	83	115	0	2	3	0	0	464
Average by Meter Size	**65**	**21**	**29**	**0**	**1**	**1**	**0**	**0**	

Average Number of COMMERCIAL IRRIGATION Accounts Affected	**116**
% of Commerical Irrigation accts affected to total Accts	1.57%
% of Commerical Irrigation accts affected to total Meters	1.24%
COMPARISON TO ALL WATER ACCOUNTS	
% of All Commerical Accts affected to total Accounts	5.60%
% of All Commerical Accts affected to total Meters	4.42%
Total Water & Irrigation Accounts	7393
Total Water & Irrigation Meters	9371

I analyzed why the annual audit did not catch this error, and I have concluded that it is standard practice for auditors to do random sampling for testing accounts including utility billing accounts. The percentage of affected accounts to the total accounts in this case was about 5%, thus selection of a random number of the affected accounts did not catch the 5% error accounts during the testing process.

Recommended Fix:

The Utility Billing system does all calculations for billing of customer accounts. Details that are specific for customer accounts individually or in mass rely on human entry. The computer does not know to increase rates annually unless an employee changes the rate table per the Rate Ordinance.

It has been standard protocol to have one employee annually update the rates with another employee reviewing the work of the person entering the data. This practice resulted in no errors to the rate schedule. It is also standard protocol to have the multipliers changed at such time as the ordinance changes. The block multipliers are subject to change about every four years. In this case when the new multipliers were established the protocol should have been to have a

second person review the multipliers. This did not occur and thus the error was carried forward from FY11 to FY 12, FY13, and part of FY14.

It appears that the employee correctly entered the rates for each block tier, but copied the 3/4 inch blocks for water consumption to each of the other meter size blocks.

My recommendation to address this unfortunate occurrence is the following:

- Immediately change the block multipliers to the correct rates. – This was DONE effective March 1, 2014.
- Provide additional training to the employee entering the rates, and to those employees providing the review.
- Require the person entering or changing rates to prepare a form showing the system changes made with the following:
    - Form with rate changes made – signed by the employee
    - Attach a copy of the screen shots showing the change(s) made
    - Print and attach system reports showing prior rates and current rates.
    - Attach a copy of the rate ordinance
    - Have second employee review the changes on the form and in the system for each meter and sign the form
    - The form will then receive final approval by the Rate Consultant and the Finance Director
- Notify the City Auditors, so that additional testing may be accomplished. - DONE
- Provide credits to all affected accounts within a 60 day period, and obtain Council approval for 1% interest credit to account holders.
- And send the attached letter to all affected account holders.

I have evaluated the total impact of this error and recommend a fix as follows:

1. The table below provides a good estimate for the distribution of over-charges to the effected accounts based on meter size.
2. The Tables below also provide an overview of the over billed amounts by meter size, by fiscal year, and by total.
3. The Table shows the impact to irrigation accounts and potable accounts both separately and together.

Conclusion: The credits are expected to be completed within the next 60 days after which normal billing at the correct rates will resume.

Please know that we in the Finance Department are very disappointed that this has occurred, and also know that we are doing everything we can to make whole the affected account holders and put systems in place that will prohibit this from ever occurring again.

(A) OVERBILLED TOTALS - IRRIGATION in dollars

FY Year	1 Inch	1.5 Inch	2 Inch	3 Inch	4 Inch	6 Inch	8 Inch	10 Inch	YEARLY TOTAL
2011	9,023	8,824	21,607	0	0	5,253	0	0	44,707
2012	10,110	8,418	27,138	0	0	6,204	0	0	51,870
2013	11,146	7,517	29,928	0	1,045	0	0	0	49,636
2014	4,645	3,775	11,362	0	0	0	0	0	19,782

(B) OVERBILLED TOTALS - WATER in dollars

FY Year	1 Inch	1.5 Inch	2 Inch	3 Inch	4 Inch	6 Inch	8 Inch	10 Inch	YEARLY TOTAL
2011	9,752	16,588	45,670	5,802	19,710	67	1,935	31,005	130,529
2012	10,439	16,555	48,450	8,010	24,910	50	2,257	38,463	149,134
2013	10,035	17,317	50,218	7,868	30,298	83	2,521	41,248	159,588
2014	4,298	7,318	21,667	2,488	13,050	65	919	2,539	52,344

(C) GRAND TOTAL OVERBILLED IRRIGATION & WATER (BOTH) - in dollars

FY Year	1 Inch	1.5 Inch	2 Inch	3 Inch	4 Inch	6 Inch	8 Inch	10 Inch	YEARLY TOTAL
2011	18,775	25,412	67,277	5,802	19,710	5,320	1,935	31,005	175,236
2012	20,549	24,973	75,588	8,010	24,910	6,254	2,257	38,463	201,004
2013	21,181	24,834	80,146	7,868	31,343	83	2,521	41,248	209,224
2014	8,943	11,093	33,029	2,488	13,050	65	919	2,539	72,126
TOTALS	**69,448**	**86,312**	**256,040**	**24,168**	**89,013**	**11,722**	**7,632**	**113,255**	**657,590**

FY Year	Water Revenue	Over Billed	As % of Total
2011	3,805,421	175,236	4.60%
2012	3,984,688	201,004	5.04%
2013	4,107,128	209,224	5.09%
2014	1,653,017	72,126	4.36%
	13,550,254	657,590	4.85%

AGENDA SUMMARY
TAVARES CITY COUNCIL
APRIL 2, 2014

AGENDA TAB NO. 12

SUBJECT TITLE: City Administrator Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY: Will be presented at meeting

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

- City Council Regular Meeting – April 16, 2014, 4:00 p.m.
- Code Enforcement Special Magistrate Hearing – April 22, 2014 – 5:30 p.m.
- Lake County Community Service Awards Banquet – Lake Receptions – April 30, 2014 – 6:00 pm
- Lake County League of Cities Meeting – May 9, 2014; 12:00 p.m. Elks Lodge, Tavares
- Lake Sumter MPO Board –April 23, 2014 – 2:00 p.m. - MPO Board Room, Leesburg
- Tavares Library Board – April 16, 2014 – 2:00 p.m.
- Planning & Zoning Board – April 17, 2014 – City Council Chambers – 3:00 p.m.

OTHER EVENTS

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

AGENDA SUMMARY
TAVARES CITY COUNCIL
APRIL 2, 2014

AGENDA TAB NO. 13

SUBJECT TITLE: City Councilmembers Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY:

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

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A