AGENDA
TAVARES CITY COUNCIL
September 4, 2024
4:00 PM
TAVARES CITY HALL COUNCIL CHAMBERS
201 E MAIN STREET, TAVARES

(Members of the public wishing to speak on an item that is on the agenda must fill out a Request to Speak form available from the City Clerk or at the Council Meeting prior to the meeting being called to order. In addition, the Mayor will ask for comment under the 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 snovack@tavares.org)

I. CALL TO ORDER

II. INVOCATION/PLEDGE OF ALLEGIANCE

Tab 1 Pastor Dewey Smith, First Baptist Church of Mt. Dora

III. APPROVAL OF AGENDA

IV. PROCLAMATIONS/PRESENTATIONS

V. SWEARING IN BY CITY ATTORNEY AND DISCLOSURE OF EXPARTE COMMUNICATIONS

VI. READING OF ALL ORDINANCES/RESOLUTIONS INTO RECORD

VII. CONSENT AGENDA

Tab 2 Caroline Street Property, Release of Mineral Rights (Economic Development)

VIII. RESOLUTIONS

IX. ORDINANCES - PUBLIC HEARING

First Reading

Second Reading

X. GENERAL GOVERNMENT

Tab 3 Tavares Christmas Celebration & Parade Discussion (Community Services)

Tab 4 **Accept and Award Recommended Property and Casualty Insurance Firm (Human Resources)**

Tab 5 **Collective Bargaining Agreement Between Tavares Professional Firefighters Local 3245 and the City of Tavares (Fire)**

Tab 6 **School Resource Officer Agreement with Lake County School Board (Police)**

Tab 7 **Leadership Lake Donation of ADA lift for Tavares Marina (Economic Development)**

XI. BUDGET HEARING - FISCAL YEAR 2024-2025 TENTATIVE MILLAGE & BUDGET - READING OF TENTATIVE MILLAGE AND BUDGET RESOLUTIONS - 5:05 P.M.

Tab 8 **Approve Resolution 2024-19 for Tentative Millage Rate for FY 2025 – First Reading (City Administrator)**

Tab 9 **Approve Resolution 2024-20 for Tentative Budget for FY 2025 – First Reading (City Administrator)**

XII. NEW BUSINESS

XIII. OLD BUSINESS

XIV. AUDIENCE TO BE HEARD

XV. REPORTS

Tab 10 **City Administrator Report**

Tab 11 **City Council Member Reports**

XVI. ADJOURNMENT

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) 742-6209.

AGENDA SUMMARY
TAVARES CITY COUNCIL
9/4/2024

AGENDA TAB NO.: 1

SUBJECT TITLE: Pastor Dewey Smith, First Baptist Church of Mt. Dora

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OBJECTIVE:
Pastor Dewey Smith, First Baptist Church of Mt. Dora, will provide the invocation and lead those present in the Pledge of Allegiance.

SUMMARY:
Pastor Dewey Smith, First Baptist Church of Mt. Dora, will provide the invocation and lead those present in the Pledge of Allegiance.

OPTIONS:
N/A

STAFF RECOMMENDATION:
N/A

FISCAL IMPACT:
N/A

LEGAL SUFFICIENCY:
N/A

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

Attachments not provided are available to the public upon request to the City Clerk.

AGENDA SUMMARY
TAVARES CITY COUNCIL
9/4/2024

AGENDA TAB NO.: 2

SUBJECT TITLE: Caroline Street Property, Release of Mineral Rights (Economic Development)

OBJECTIVE:

For Council to approve the attached a Release of Mineral Rights for cure of title defect of previous City owned Caroline Street property sold to Cagan Management LLC.

SUMMARY:

In 2022, the City Council approved the sale of a 5.83 acre parcel of then City-owned property to Cagan Management LLC for their intended purpose of constructing a market-rate town home rental community. The property transfer was executed in November 2022 and Cagan subsequently initiated the process of development of the property for its intended purpose. In the course of this process, it was determined that a title defect exists in the form of an old statutory mineral rights reservation in favor of the City, which needs to be cured. The attached Release of Mineral Rights has been developed and agreed upon by both attorneys to resolve this issue.

OPTIONS:

1. Approve the attached Release of Mineral Rights.
2. Do not approve the attached Release of Mineral Rights.

STAFF RECOMMENDATION:

Staff recommends that Council moves to approve option 1.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

LEGAL SUFFICIENCY:

Legally sufficient.

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

1. City of Tavares - Caroline Street release (Mayor to sign) (1)

Attachments not provided are available to the public upon request to the City Clerk.

AGENDA SUMMARY
TAVARES CITY COUNCIL
9/4/2024

AGENDA TAB NO.: 3

SUBJECT TITLE: Tavares Christmas Celebration & Parade Discussion (Community Services)

OBJECTIVE:
For council to discuss and offer suggestions to reduce the length of the Tavares Christmas Celebration parade.

SUMMARY:
The Tavares Christmas Celebration Parade, held each year on the first Saturday in December, has grown tremendously over the past few years, post the COVID pandemic. Since our event in late 2020, we have seen a 60% increase in the number of parade units/vehicles registered in the parade, causing the length of the parade to go from 1 hour or 1 ½ hour, to upwards of a 2 ½ hour parade as we had this past December.

- 2020 parade had 157 vehicles – little over an hour long
- 2021 parade had 213 vehicles – just under 2 hours long
- 2022 parade had 234 vehicles – little over 2 hours long
- 2023 parade had 251 vehicles – about 2 ½ hours long

* NOTE: a vehicle includes any motorized unit such as a car, truck, golf cart, ATV, UTV/ATV Side-by-Side, etc.

Such a long parade causes several challenges for everyone involved. The police and fire departments charged with keeping the parade route safe and secure are stretched thin for an extended period. Spectators watching the parade, especially with little children, grow very impatient and attempt to leave or walk through the moving parade traffic to exit or participate in the other activities. Outside entertainment that was brought in for the evening activities are shortened, and businesses in the downtown are left with empty establishments while the public watches an extended parade.

A meeting was held on August 14, 2024, with several downtown businesses and representatives from the City to discuss ideas and plans to enhance the quality and manageability of the Tavares Christmas Parade. Several adjustments are recommended as follows:

- Limit the number of overall total motorized vehicles to 175
- Limit non-profit groups, clubs and citizen organizations to a maximum of 15 motorized vehicles per entry
- Limit commercial organizations and business entries to a maximum of 2 motorized vehicles per entry
- Start the parade at 5:00pm as opposed to 5:30pm to allow for more evening activities and business patronage after the parade

Additionally, to help curb delays and confusion along the parade route, all parade donations of canned goods and toys will be collected at the parade staging area instead of in the middle of the route at the judges' stand.

These adjustments will ensure a more streamlined event, reducing congestion and improving the experience for both participants and spectators. By capping entries, we can enhance safety, minimize delays, and provide better visibility for all floats and performances. This also allows for more efficient logistical planning and resource allocation. Furthermore, a shorter parade will foster a more intimate and engaging atmosphere, aligning with the festive spirit of the season. Overall, this change will contribute to a more enjoyable and memorable event for the entire community.

OPTIONS:

1. Council discuss and adjust the Christmas parade with the following recommendations:

- Limit the number of overall total motorized vehicles to 175
- Limit non-profit groups, clubs and citizen organizations to a maximum of 15 motorized vehicles per entry
- Limit commercial organizations and business entries to a maximum of 2 motorized vehicles per entry
- Start the parade at 5:00pm

2. Council discuss and provide other suggestions for the Christmas parade

STAFF RECOMMENDATION:

OPTION 1: Council discuss and adjust the Christmas parade with the following recommendations:

- Limit the number of overall total motorized vehicles to 175
- Limit non-profit groups, clubs and citizen organizations to a maximum of 15 motorized vehicles per entry
- Limit commercial organizations and business entries to a maximum of 2 motorized vehicles per entry
- Start the parade at 5:00pm

FISCAL IMPACT:
N/A

LEGAL SUFFICIENCY:
Meets legal sufficiency

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

Attachments not provided are available to the public upon request to the City Clerk.

AGENDA SUMMARY
TAVARES CITY COUNCIL
9/4/2024

AGENDA TAB NO.: 4

SUBJECT TITLE: Accept and Award Recommended Property and Casualty Insurance Firm (Human Resources)

OBJECTIVE:

To approve the number one ranked property and casualty insurance firm and authorize staff to negotiate a contract.

SUMMARY:

At the April 17, 2024 City Council meeting, Council approved the agreement with Siver Insurance Consultants to develop an RFP to solicit insurance coverage, evaluate submitted proposals, and prepare a written summary of their recommendation to the ranking committee. Three firms responded with proposals. A ranking committee made up of the Economic Development Director, Finance Director, Human Resources Director, and Support Services Director reviewed the recommendation from Siver Insurance Consultants at a committee meeting on August 23, 2024. The committee agreed with the recommendation from Siver Insurance Consultants and unanimously ranked the three firms as follows:

1. Public Risk Management (PRM)
2. Preferred Governmental Insurance Trust (PGIT)
3. Florida Municipal Insurance Trust (FMIT)

Attached is the recommendation from Siver Insurance Consultants and the recorded minutes from the ranking committee.

OPTIONS:

1. Approve the recommended #1 ranked property and casualty firm Public Risk Management (PRM) and authorize staff to negotiate a contract.
2. Do not approve the recommendation and direct staff accordingly.

STAFF RECOMMENDATION:

Option 1: Approve the recommended #1 ranked property and casualty firm Public Risk Management (PRM) and authorize staff to negotiate a contract.

FISCAL IMPACT:

Insurance is funded in the proposed 2025 budget. It should be noted that if Public Risk Management is selected there will be a $365,740 saving to the FY 25 General Fund Budget as it is currently proposed, which the Council will need to re-appropriate.

LEGAL SUFFICIENCY:
Yes

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:
1. 2024-08-15 Recommendation Ltr FINAL
2. RFP 2024-0008 Property & Casualty Insurance - Proposal Comparison FINAL
3. RFP 2024-0008 Selection Committee Minutes

Attachments not provided are available to the public upon request to the City Clerk.

Insurance Consultants

SIVER

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St. Petersburg, Florida 33742-1342
Telephone: (727) 577-2780

Email: lrybka@siver.com

August 15, 2024 **SENT BY EMAIL**

Crissy Bublitz
Director of Human Resources
City of Tavares
201 E. Main Street
Tavares, FL 32778

Subject: RFP #2024-0008: Property and Casualty Insurance Consultant Summary and Recommendation

Dear Ms. Bublitz:

At the request of the City of Tavares ("the City"), Siver Insurance Consultants ("Siver") has reviewed the proposals received in response to the City's RFP #2024-0008 for Property and Casualty Insurance ("the RFP"). As a result, we offer the following recommendations and commentary.

RECOMMENDATION

It is Siver's recommendation that the City accept the proposal presented by World Risk Management (WRM) offering most of the major lines of coverage through Public Risk Management of Florida (PRM) for a combined total cost to the City of $1,199,573.

Our recommendation is based upon our overall review of the total cost, the coverage provided and the services available to the City under each of the proposals. More specifically our recommendation is based upon the following material considerations of the three proposals received:

- Although the overall costs to the City[1] of each of the programs are very similar, the cost to the City of selecting the PRM program is somewhat less (15.9%) than the total cost of choosing the competing Florida Municipal Insurance Trust program. And although the cost of the recommended PRM program is slightly more ($2,007 or 0.17%) than the cost of the competing Preferred Governmental Insurance Trust program, the difference in premiums is not great enough ($2,007 or 0.17%) to

[1] The percentages in this paragraph are based on the differences in total cost of the programs (including the Projected Claims Run Off Costs) and not solely on premiums. Please see below for details.

overcome other, non-cost issues between the two programs, as will be discussed below.

- In our opinion, coverage provided to the City in the PRM program is generally broader and more favorable than the coverage in either of the two competing programs.

- All three of the proposers provided current financial statements for the governmental insurance trusts which they are proposing to provide most of the lines of coverage in their proposal. After reviewing these financial statements for each trust, in our opinion, all three of the governmental insurance trusts proposed are financially sound, stable and acceptable options for the City.

  In addition, all three of these governmental insurance trusts were established and formed in the latter half of the 20th century and have been successfully operating as Florida governmental insurance trusts for more than 25 years each, which includes successful operation during periods when there were multiple and severe hurricanes that caused losses and affected their members.

- There are inherent risks to the City (or any insured entity) anytime it elects to switch an existing property and casualty insurance program from one insurer to another. As a result, we typically do not recommend switching to a competing program unless there are material cost savings, material improvements in coverage offered, concerns about financial stability, or dissatisfaction with the service provided in the existing program. After reviewing the three proposals, in our opinion, we do not find any of these conditions exist at this time that would provide justifiable grounds for the City to leave the current program with PRM.

GENERAL ISSUES

Overview/Background

The City received responses to the RFP on August 1, 2024. The purpose of the RFP was to solicit proposals for the City's various property and casualty insurance coverages. Specifically, proposals for the following coverages were requested from respondents to the RFP:

- Property (including Inland Marine and Docks)
- Equipment Breakdown
- Government Crime
- General Liability including Employee Benefits Liability, Law Enforcement Liability, and Liquor Liability
- Automobile Liability and Physical Damage Coverage

- Public Officials' Errors and Employment Practices Liability
- Workers' Compensation and Employers Liability
- Cyber and Privacy Liability
- Pollution and Remediation Legal Liability / Storage Tank
- Airport Owners and Operators General Liability*
- Marina Operators Legal Liability

*The policy term for the Airport Owners and Operators General Liability is 10/1/2022 – 10/1/2025. The policy term for all other policies listed above is 10/1/2023 – 10/1/2024.

Other Lines of Insurance – While the RFP did not seek proposals for the following coverages, the RFP noted that the successful proposer may be required to assume the responsibility for handling the City's other insurance coverages, including:

- Special Events / Events Liability
- Police Officers Accidental Death and Dismemberment (Policy term: 10/1/2023 – 10/1/2025)
- Firefighters Cancer Benefit
- Drones coverage (There is no current policy in place.)

The RFP noted that the City reserved its rights to assign current insurance policies to the successful proposer.

Community Redevelopment Agency (CRA) – Addendum #2 of the RFP (released July 24, 2024) noted that the RFP was intended to cover the City's CRA as it is covered under the City's current insurance program through PRM. While the proposals did not show a separate premium for coverage of the CRA, we recommend that the City confirm coverage of the CRA with the chosen vendor/trust.

Proposals Received

The City received a total of three proposals from the following vendors:

- The Florida League of Cities submitted a proposal with the majority of coverages being provided by the Florida Municipal Insurance Trust (FMIT);

- Risk Management Associates, Inc. (a.k.a. Brown & Brown Public Sector) submitted a proposal with the majority of coverage being provided by Preferred Governmental Insurance Trust (Preferred, previously known as PGIT); and

- World Risk Management (WRM) submitted a proposal with most of the City's coverages being provided by Public Risk Management of Florida (PRM).

DISCUSSION

General Observations

In the RFP, the City outlined numerous specific terms and conditions that the City was requesting for the insurance programs being proposed by the respondents. In most cases, these requested terms and conditions were set forth with the goal of matching the terms and conditions in the City's current insurance program, and to the greatest extent possible, the City wanted, at a minimum, to match these terms and conditions in any program considered.

However, it is important to understand that these terms and conditions were not set forth as "minimum requirements" for the proposers, but instead they were intended to be guidelines for what would be considered preferred terms and conditions. The RFP explicitly allowed for deviations from the requested terms and conditions and allowed for proposers to present programs with terms and conditions that provided broader coverage and programs that provided more restrictive coverage.

The "Deviations from Specific Contract Requirements" provision stated in Section 3 – Special Conditions, Paragraph 3.20 of the RFP, on page 21, explicitly allows the City to consider and accept proposals that contain deviations from the requested coverage terms and conditions by stating the following:

> **Deviations from Specific Contract Requirements**
> The contract terms and conditions stipulated in this RFP are those desired by the City, and preference will be given those proposals in full or substantial compliance with the model program. However, after allowance for any deviations, all proposals will be considered. Proposers are cautioned that restrictive deviations from the model program must be clearly stated on the Proposal Forms.

Caveat

Siver would like to reiterate that the spreadsheets prepared by Siver comparing the proposals are summary spreadsheets meant to provide an objective overview of the key terms and conditions of each proposal and are not meant to be all inclusive of all terms listed in the proposals. Please see each proposal for its full terms and conditions.

Cost

Summary of Premiums and Costs:

The annual costs of the three proposals, as compared to the expiring program, are summarized below:

	Expiring (PRM)	FMIT	Preferred	PRM
Insurance Premiums as Proposed/Estimated:	$1,523,452	$1,356,229**	$1,146,691	$1,199,573
Projected Cost of Administration of Open Claims:	n/a	$50,875	$50,875	$0
Total Cost to the City	**$1,523,452**	**$1,407,104**	**$1,197,566**	**$1,199,573**

**Includes the first year additional premium for prior acts coverage for Public Officials Errors and Omissions coverage.

For additional information about the annual costs and premiums involved in the programs proposed, see the detailed cost breakdown in the attached Proposal Comparison Spreadsheets.

Multiple Year Rate/Premium Guarantee:
The RFP stated that any offers of a multi-year guarantee of either premium or rates would be considered. Such an offer was not a mandatory requirement.

The Preferred proposal did offer a two-year rate guarantee (10/1/2024 – 10/1/2025 and 10/1/2025 – 10/1/2026). Please note that this does not mean that the City's premiums will not increase for year two; it means that the rates Preferred will use to set the City's premiums will remain the same as those in year one. If the City's exposures increase (e.g., property values increase, payroll increases, etc.), the City's premiums will increase accordingly. Neither FMIT nor PRM offered a multi-year guarantee.

ADDITIONAL COST ISSUE – Projected Cost of Administration of Open Claims: In accordance with the City's current agreement with PRM, the PRM program only includes the cost of handling claims while the City remains a member of PRM. In other words, if the City decides to terminate its relationship with PRM, the City will be required to pay the cost of handling the City's ongoing open PRM claims after the City exits the program. To account for this, in their proposal, PRM proposed a projected cost for PRM to continue to administer the City's existing claims in the event the City elects to leave PRM. This estimated cost is shown in the table above as the Projected Cost of Administration of Open Claims and is projected by PRM to be $50,875.

However, the actual administration cost that the City will be required to pay will not be finally determined until the City leaves the PRM program and would be based upon the number of then open (i.e., unresolved) claims in the City's program.

For the sake of comparison, it is important to note that the estimated cost for claims administration is a one-time fee paid by the City to PRM in contrast to insurance premiums and service fees which, while they might change from year to year, would need to be paid by the City every year.

In our opinion, all costs, including one-time charges, which affect the overall amount the City will be required to incur if the City elects to purchase a proposed program should be considered in our comparison of the proposals and our recommendation to the City and in the City's ultimate decision. Such one-time charges to consider include the PRM Projected Cost of Administration of Open Claims.

As a result, the chart above shows a comparison of all costs chargeable to the City under the proposed programs.

We note that neither FMIT nor Preferred have this type of cost associated with their programs. So, if the City elects join either FMIT or Preferred, and later decides to leave their program, currently there are no runoff claims costs associated with their programs.

Savings for the City: With the proposed options, the City has been offered the potential to realize significant savings over the cost of last year's program. As shown in the below chart, based on the proposed/estimated premiums, the savings to the City over last year is significant.

	Expiring (PRM)	**FMIT**	**Preferred**	**PRM**
Insurance Premiums as proposed/estimated: *(does not include Projected Cost of Administration of Open Claims)*	$1,523,452	$1,356,229**	$1,146,691	$1,199,573
Difference from Expiring:		($167,223)	($376,761)	($323,879)
% Decrease from Expiring:		-10.98%	-24.73%	-21.26%

**Includes the first year additional premium for prior acts coverage for Public Officials Errors and Omissions coverage.

In our opinion, based upon our experiences with other clients, had the City not gone through this RFP process, we would have expected the overall premium to increase at least 10% due to the current difficult market for property insurance. As such, we believe that the competitive RFP process has delivered overall beneficial results for the City.

PRM Participation Credit: Our analysis of the cost of the proposed programs also does not include the PRM Participation credit, which, as of the time the proposal, had not been determined. Since this credit was not determined and is not guaranteed to be applied for members of PRM, we did not include it in the chart above for comparison and analysis of program costs. However, in our opinion, since the expectation is that it will ultimately be applied by PRM to its members in the 2024/2025 policy year, it should be noted that in the PRM proposal, the credit for the City in the upcoming policy year is estimated to be between $20,000 and $35,000 when, and if, applied. Assuming the credit is applied, as it has been in previous years by PRM, it would result in a reduction of the PRM premium by an additional $20,000 to $35,000 below the amount shown for PRM above. In our opinion, this credit is important for the City to consider because, if the City leaves PRM, it will not be eligible to receive the credit.[2]

Coverage

In our opinion, based upon our review and analysis of the proposals presented and the sample policy forms provided, the terms and conditions of the proposed PRM insurance coverage offer the best overall coverage option for the City. For additional information about the various coverage terms and conditions proposed, please see the attached Proposal Comparison Spreadsheets.

One of the most important areas where the coverage provided in the programs differs is in the property insurance program. The chart below represents a sampling of property sublimits and coverages from the programs for comparison.

	Florida Municipal Insurance Trust (FMIT)	**Preferred Governmental Insurance Trust (Preferred)**	**Public Risk Management of Florida (PRM) (shared limits)**
Real and Personal Property	$138,288,052	$140,686,909	$250,000,000
Named Windstorm	Included	$330,000,000 (shared limit)	$100,000,000
Named Windstorm Deductible	*5% - applies on a per item basis, to the agreed and scheduled value of each damaged property item (no minimum)*	*5% of TIV per occurrence/per location for Named Storm, subject to minimum of $35,000 per occurrence*	*5% per affected unit in any one occurrence (no minimum)*
Flood	$25,000,000	$10,000,000 (pg. 83 of proposal) or $5,000,000 (pg. 80)	$50,000,000
Business Interruption	$2,000,000	$500,000	$100,000,000
Extra Expense	$1,000,000	$1,000,000	$50,000,000
Account Receivables	$500,000	$500,000	Included[3]

[2] It is worth noting that historically, the FMIT and Preferred programs have also included the opportunity for members to earn potential premium refunds/participation credits; however, it is unclear from the proposals if these programs are still in place. Also, the City would not be eligible for any such premium refund in the 2024/2025 policy year if it was to elect to purchase either the FMIT or Preferred program.

[3] Where it is indicated that the limit and/or sublimit for a given coverage is "included," this means that the coverage for the specific item is included in the limit shown for "real and personal property", which, in the

	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust (Preferred)	Public Risk Management of Florida (PRM) (shared limits)
Law and Ordinance	25% of loss	$500,000	Included
Increased Cost of Construction	*[blank]* ***	$500,000	$25,000,000
Debris Removal	25% of loss	$250,000, or 25% of loss, whichever is greater	Included
Errors & Omissions	$250,000	$250,000	$25,000,000
Expediting Expense	*[blank]*	$5,000	$50,000,000
Fine Arts	$15,000 per item $250,000 annual maximum	*[blank]*	Included Unscheduled Fine Arts: $2,500,000
Leasehold Interest	$100,000	*[blank]*	Included
Off Premises Service (Utility) Interruption	$100,000	$100,000 (Service Interruption)	$25,000,000
Personal Property of Others	$50,000	$50,000	Included
Property Off Premises	$250,000	*[blank]*	Included
Property in Transit	$250,000	$250,000	$25,000,000
Valuable Papers and Records	$500,000	*[blank]*	Included

*** Please note that the notation "[blank]" merely indicates that the proposal itself did not show a sublimit for this coverage. This does not mean that the program does not include coverage for these items; coverage may be included either with no sublimit, or the sublimit may be shown in the policy itself, and was just not included in the proposal.

It is important to note that many of the limits shown in the PRM program are actually "shared" limits that would apply to all PRM members in a given loss, while the FMIT and Preferred limits are individual limits that would only apply to the City in a given loss. However, even considering the sharing, in our opinion, the PRM limits provide more coverage in nearly all foreseeable loss scenarios than the FMIT or Preferred programs.

Note that the above chart represents a mere sampling of the coverage differences between the programs. As stated above, additional details regarding the coverage differences between the programs can be found in the proposals and in the attached Proposal Comparison Spreadsheets.

case of PRM, would be $250,000,000. However, with the real and personal property limit, it should be noted that this limit is shared among PRM members and is not a dedicated limit that applies just to the City.

<u>Difference in Retroactive Coverage for Public Officials Liability</u>: The retroactive date under the PRM policy for the Public Officials Liability and Employment Practices Liability is October 1, 1989. (A retroactive date bars coverage for claims produced by wrongful acts that took place before the date, even if a claim is first made during the policy period.)

The Preferred proposal has offered a retroactive date of October 1, 2002. In our opinion, the loss of coverage for claims that could arise as a result of wrongful acts committed by the City, its elected officials and employees between October 1, 1989 and October 1, 2002 is a critical coverage difference.

FMIT will offer the retroactive date of October 1, 1989 for an additional first year premium of $10,252. (Note that the total prior acts coverage net premium is for three years totaling $30,754. The City will be responsible for the entire three-year premium if it cancels or non-renews in those three years.) Additionally, the deductible for any claims falling under this prior acts coverage is $10,000, versus the $1,000 deductible FMIT has proposed for claims that do not fall under the prior acts coverage. If the City decides to join the FMIT program, it would be our recommendation that the City purchase the prior acts coverage, and we have included the first year premium in the above premium tables.

<u>Difference in Retroactive Coverage for Cyber and Privacy Liability</u>: The retroactive date under the PRM policy for the Cyber and Privacy Liability is October 1, 2016. The FMIT proposal is offering full prior acts coverage. However, the Preferred proposal states that the retroactive date will be October 1, 2024, which is the inception date of the policy. In our opinion, the loss of coverage for cyber liability claims arising out of acts that occurred between October 1, 2016 and October 1, 2024 is a critical coverage difference.

Insurers

In our opinion, all three proposed governmental insurance trusts (FMIT, Preferred and PRM) are acceptable in terms of financial security. All three proposed insurance trusts have been successfully operating as stable, well-managed, governmental self-insurance trusts in the State of Florida for at least the last 25 years. While we would prefer that all of the trusts were rated by an approved rating authority such as A.M. Best, Moody's or Standard and Poor's, unfortunately none of these trusts have been rated by such an outside agency. As requested in the RFP, all three trusts did submit their financial statements, which we reviewed, and we find them all to be acceptable and stable options for the City.

Trust Management Issues

One additional issue which we think is worth also considering when reviewing the differences between PRM and FMIT is that, in PRM, all members are given a permanent seat on PRM's Executive Board, while in the FMIT, only a select number of members (13-15) are granted seats on the FMIT Board of Trustees each year. In our opinion, this creates an advantage for the City in PRM because they have more direct involvement in the management of the insurance trust than the City would have in FMIT.

The Preferred trust is governed by a Board of Trustees consisting of seven (7) elected officials from the various member entities to serve four year terms. So, if the City joins the Preferred trust, it would only have input in the administration and operation of the fund if one of the City's elected officials were selected to sit on the Board of Trustees.

Transition Concerns

As a general concern whenever we review proposals for insurance coverage for an entity that has a long relationship with a current vendor, we believe it is important consider the possible risks and costs of a transition from one program to another. The City's property and casualty insurance program is a very complicated contractual relationship, with many people and entities involved in providing the insurance coverage and all of the related services. Moving such a program from one vendor to another does create a controllable, but not entirely removable, risk of potential problems that can arise including the creation of coverage gaps, claim administration issues, the unforeseen loss of valuable services, and the loss of beneficial relations with attorneys, adjusters or other advisors.

As a result, we will only recommend that an entity move its program in a process like this RFP if one of the other proposers can demonstrate that its program will provide a significant advantage to our client that is not available from the current provider. Such advantages can include significant cost savings, major coverage enhancements, or new and innovative services.

With respect to our review of the proposals received in response to the RFP, we did not find any such compelling advantages proposed by FMIT or Preferred that was strong enough to shift our recommendation from PRM to either FMIT or Preferred. In fact, in most respects, we found that the proposed PRM program was the best both in terms of cost and coverage. Also, by staying in the same insurance program, the City does not need to be concerned that it will lose or suffer a reduction in quality with respect to any services which the City is now receiving.

Ancillary Services

In our experience, the scope and quality of the risk management related services (e.g., safety and loss services, training, hotlines, disaster planning and recovery services, etc.) offered by all three proposers are quite comparable. In our experience, one issue we often see is that many municipalities that are members of these trusts fail to utilize or maximize the potential value of these services for their entity.

We recommend that the City schedule a meeting with the vendor/trust who is awarded the contract from the City's RFP to go over all of the services available and being offered by the vendor/trust. The goal of this meeting is to determine which services would be best suited and most beneficial for the City.

Most of these services are available to the City at no additional cost. We note that the cost of providing these services is included in the premiums being charged. In our opinion, if the City fails to utilize the available services, it is arguably paying for services that are not being used.

RECOMMENDATION

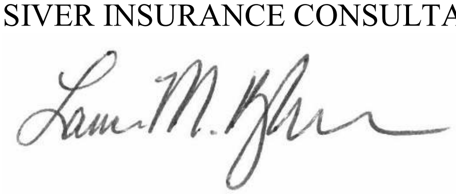
For the reasons outlined above, Siver recommends that the City accept the proposal from World Risk Management offering most of the major lines of coverage through Public Risk Management of Florida for a total cost to the City of $1,199,573. As discussed, our recommendation is largely based upon our opinion that PRM offers the best option for the City with the best overall combination of cost and coverage.

CLOSING

We appreciate this opportunity to be of service to the City of Tavares. If you have any questions, please let us know.

Very truly yours,

SIVER INSURANCE CONSULTANTS



Laura M. Rybka, JD, ARM
Reviewed by: George W. Erickson, JD, CPCU, LLM

City of Tavares
RFP 2024-0008 Property and Casualty Insurance
Premium Summary

Agent	**Expiring Program** **World Risk Management**	**Florida League of Cities**	**Risk Management Associates, Inc. (a.k.a. Brown & Brown Public Sector)**	**World Risk Management (WRM)**
Insurer	**Public Risk Management of Florida (PRM)**	**Florida Municipal Insurance Trust (FMIT)**	**Preferred Governmental Insurance Trust (Preferred)**	**Public Risk Management of Florida (PRM)**
Policy Term	10/01/2023-10/01/2024	10/01/2024-10/01/2025	10/01/2024-10/01/2025	10/01/2024-10/01/2025
Location:		Orlando	Daytona Beach	Orlando
Multi-Year Guarantee?		No	Yes (2-Year Option offered; rates remain the same for 2nd year; premiums will be based upon updated exposures; see pg. 51, pdf 73)	
Shared Limits?	Yes	No	Yes	Yes
Must All Lines Be Accepted?		*[not indicated]*	Yes (pg. 49, pdf 109)	*[not indicated]*
PREMIUM SUMMARY				
Property	$786,897	$921,467	$622,411	$662,417
Inland Marine	Included in property	Included in property	$7,658	Included in property
Equipment Breakdown	$8,841	Included in property	Included in property	$11,233
Crime	Included in property	Included in property	$1,035	Included in property
General Liability including Employee	$282,830	$52,114	$77,360	$240,013
Law Enforcement Liability	Included in general liability	$27,098	$57,123	Included in general liability
Automobile Liability	Included in general liability	$64,125	$64,194	Included in general liability
Automobile Physical Damage	Included in property	$13,979	$40,803	Included in property

Agent	**<u>Expiring Program</u>** **World Risk Management**	**Florida League of Cities**	**Risk Management Associates, Inc. (a.k.a. Brown & Brown Public Sector)**	**World Risk Management (WRM)**
Insurer	**Public Risk Management of Florida (PRM)**	**Florida Municipal Insurance Trust (FMIT)**	**Preferred Governmental Insurance Trust (Preferred)**	**Public Risk Management of Florida (PRM)**
Public Officials and Employment Practices Liability	Included in general liability	Total Premium: $89,215 $78,963 E&O Premium $10,252 1st Year Premium for Optional Prior Acts Coverage for Retroactive Date of October 1, 1989 (Total E&O Prior Acts coverage net premium for 3 years = $30,754; City will be responsible for entire 3 year premium if cancels/non-renews in those 3 years)	$47,550	Included in general liability
Workers' Compensation and Employers Liability	$413,181	$168,331	$188,183	$254,207
Cyber and Privacy Liability	Included	$5,250	$5,612	included
Pollution and Remediation Legal Liability / Storage Tank	$24,293	$7,240 [Conflicting Response regarding if storage tanks are covered: "Will Not" is checked on the "Will/Will Not" Siver proposal form (pg. pdf 80), but states on Pollution Quotation, "Operations Included: Submitted property schedule (including storage tanks listed in RFP)" (pg. pdf 107]	$27,352	$24,293

City of Tavares
RFP 2024-0008 Property and Casualty Insurance
Premium Summary

Agent	**<u>Expiring Program</u>** **World Risk Management**	**Florida League of Cities**	**Risk Management Associates, Inc. (a.k.a. Brown & Brown Public Sector)**	**World Risk Management (WRM)**
Insurer	**Public Risk Management of Florida (PRM)**	**Florida Municipal Insurance Trust (FMIT)**	**Preferred Governmental Insurance Trust (Preferred)**	**Public Risk Management of Florida (PRM)**
Airport Owners and Operators General Liability	$7,410	$7,410 *[Proposal states will take over with Agent of Record letter. Using premium proposed matching expiring coverage for comparison purposes.]*	$7,410 *[Proposal stated quote was "pending"; using premium proposed matching expiring coverage for comparison purposes.]*	$7,410
Marina Operators Legal Liability	Included in general liability	*[Proposal states will take over with Agent of Record letter; however, the City does not currently have a stand alone policy. Coverage is currently provided under PRM's General Liability coverage.]*	*[Proposal states quote is "pending"]*	Included in general liability
Total Premiums:	**$1,523,452**	**$1,356,229**	**$1,146,691**	**$1,199,573**
Difference from Expiring:		($167,223)	($376,761)	($323,879)
% Decrease from Expiring:		-10.98%	-24.73%	-21.26%
Note: None of the proposed premiums reflect any Membership Participation Credits.				
Payment Terms for most coverage lines: *(Payment terms on certain lines may vary. See proposals for details)*		Four equal quarterly installments; no down payment terms, interest or service charges (except for Pollution, Airport Liability, and Marina Operations Liability, which premiums are to be paid in full)	1. Annual 2. 50% Down, 25% due in 75 days and 25% due in 166 days	Four equal installments, no installment fee or interest

Agent	**Expiring Program** World Risk Management	**Florida League of Cities**	**Risk Management Associates, Inc. (a.k.a. Brown & Brown Public Sector)**	**World Risk Management (WRM)**
Insurer	**Public Risk Management of Florida (PRM)**	**Florida Municipal Insurance Trust (FMIT)**	**Preferred Governmental Insurance Trust (Preferred)**	**Public Risk Management of Florida (PRM)**
Projected Claims Run Off Cost:	$50,875*			
The City of Tavares will pay this fee to PRM if it decides not to renew its membership with PRM. The actual cost will be based on the number of open claims as of September 30, 2024. This is a one-time fee paid to PRM. *Note: This is an estimate and may be subject to change based upon claims development.				
		Florida League/FMIT:	**RMA/Brown & Brown/Preferred**	**WRM/PRM**
Premiums as proposed/estimated:		$1,356,229	$1,146,691	$1,199,573
Run Off Cost Paid to PRM (one-time fee):		$50,875	$50,875	
Estimated Cost to City:		**$1,407,104**	**$1,197,566**	**$1,199,573**

City of Tavares
Summary Coverage Comparison
Property and Inland Marine

Agent	**<u>Expiring Program</u> World Risk Management**	**Florida League of Cities**	**Risk Management Associates, Inc. (a.k.a. Brown & Brown Public Sector)**	**World Risk Management**
Insurer	**Public Risk Management of Florida (PRM)**	**Florida Municipal Insurance Trust (FMIT)**	**Preferred Governmental Insurance Trust (Preferred)**	**Public Risk Management of Florida (PRM)**
Total Insurable Value (TIV):	$129,888,471	$138,288,052 (real and personal property; pg. pdf 91)	$140,686,909 (buildings, contents, property in the open (PITO), and inland marine; pg. pdf 44)	$156,201,784 (building, contents, property in the open (PITO), inland marine, auto values; pg. 108, pdf 109)
PROPERTY				
Blanket or Scheduled:	Blanket	Blanket	Blanket	Blanket
Valuation	Replacement Cost	Replacement Cost	Replacement Cost	Replacement Cost
Coverage:	Special	Special	Special	Special
Shared Limits?	Yes	No	Yes	Yes
Limits:				
Real & Personal Property	$250,000,000	$138,288,052	$140,686,909	$250,000,000
Wind/Hail Named Windstorm	$80,000,000	included	$330,000,000 (pg. pdf 44)	$100,000,000
Flood	$50,000,000 per occurrence annual aggregate	$25,000,000	$10,000,000 (pg. 23, pdf 83) pg. 20, pdf 80 states the flood limit is $5,000,000	$50,000,000 per occurrence annual aggregate
Business Interruption	$100,000,000	$2,000,000	$500,000	$100,000,000
Extra Expense	$50,000,000	$1,000,000	$1,000,000	$50,000,000
Property Terrorism	$25,000,000	$5,000,000	$10,000,000	$25,000,000
Account Receivables	Included	$500,000	$500,000	Included
Law and Ordinance	Included	25% of loss	$500,000	Included
Increased Cost of Construction	$25,000,000	*[blank]*	$500,000	$25,000,000

City of Tavares
Summary Coverage Comparison
Property and Inland Marine

Agent	**Expiring Program** **World Risk Management**	**Florida League of Cities**	**Risk Management Associates, Inc. (a.k.a. Brown & Brown Public Sector)**	**World Risk Management**
Insurer	**Public Risk Management of Florida (PRM)**	**Florida Municipal Insurance Trust (FMIT)**	**Preferred Governmental Insurance Trust (Preferred)**	**Public Risk Management of Florida (PRM)**
Debris Removal	Included	25% of loss	$250,000, or 25% of loss, whichever is greater	Included
Errors & Omissions	$25,000,000	$250,000	$250,000	$25,000,000
Expediting Expense	$50,000,000	*[blank]*	$5,000	$50,000,000
Fine Arts	Included Unscheduled Fine Arts: $2,500,000	$15,000 per item $250,000 annual maximum	*[blank]*	Included Unscheduled Fine Arts: $2,500,000
Leasehold Interest	Included	$100,000	*[blank]*	Included
Off Premises Service (Utility) Interruption	$25,000,000	$100,000	$100,000 (Service Interruption)	$25,000,000
Personal Property of Others	Included	$50,000	$50,000	Included
Property Off Premises	Included	$250,000	*[blank]*	Included
Property in Transit	$25,000,000	$250,000	$250,000	$25,000,000
Valuable Papers and Records	Included	$500,000	*[blank]*	Included
Property Deductibles:				
Named Windstorm	5% per affected unit in any one occurrence	5% applies on a per item basis, to the agreed and scheduled value of each damaged property item (no minimum)	5% of TIV per occurrence / per location for Named Storm, subject to minimum of $35,000 per occurrence (location means each itemized listing on schedule; also applies to inland marine)	5% per affected unit in any one occurrence (no minimum)
Flood	$1,000 per building minimum per occurrence for Flood except excess over NFIP of $500,000 Building and $500,000 Contents in Flood Zones A & V, whether purchased or not	$1,000 per occurrence except excess over NFIP ($500,000 per building) for Zones A & V	$1,000 any one occurrence except excess over NFIP available (whether purchased or not), or 5% of TIV at each affected location, whichever is greater for Zones A & V	$1,000 per building minimum per occurrence for Flood except excess over NFIP of $500,000 Building and $500,000 Contents in Flood Zones A & V, whether purchased or not
All Other Perils	$1,000	$1,000	$1,000	$1,000
Terrorism	$10,000	$1,000	$1,000	$10,000

Agent	<u>Expiring Program</u> World Risk Management	Florida League of Cities	Risk Management Associates, Inc. (a.k.a. Brown & Brown Public Sector)	World Risk Management
Insurer	**Public Risk Management of Florida (PRM)**	**Florida Municipal Insurance Trust (FMIT)**	**Preferred Governmental Insurance Trust (Preferred)**	**Public Risk Management of Florida (PRM)**
Other Options Offered?		<u>Option 2</u>: Limits: same as above; Wind Coverage Limit: $138,288,052 Ded: 7.5% Named Storm for $847,749 premium <u>Option 3</u>: Limits: same as above; Wind Coverage Limit: $138,288,052 Ded: 10% Named Storm for $783,247 premium <u>Option 4</u>: Limits: same as above; Wind Coverage Limit: $25,000,000 Ded: 5% Named Storm for $870,000 premium		<u>Option 2</u>: Limits: same as above Ded: $25,000 each occurrence; 5% Named Windstorm; Stop Loss $200,000 for all lines (does not apply to Named Windstorm losses) for $602,720 property/crime premium <u>Option 3</u>: Limits: same as above Ded: $50,000 each occurrence; 5% Named Windstorm; Stop Loss $200,000 for all lines (does not apply to Named Windstorm losses) for $568,105 property/crime premium
Other Options Offered Continued:		<u>Option 5</u>: Limits: same as above; Wind Coverage Limit: $25,000,000 Ded: 7.5% Named Storm for $759,000 premium <u>Option 6</u>: Limits: same as above; Wind Coverage Limit: $25,000,000 Ded: 10% Named Storm for $730,000 premium		

Agent	Expiring Program World Risk Management	Florida League of Cities	Risk Management Associates, Inc. (a.k.a. Brown & Brown Public Sector)	World Risk Management
Insurer	**Public Risk Management of Florida (PRM)**	**Florida Municipal Insurance Trust (FMIT)**	**Preferred Governmental Insurance Trust (Preferred)**	**Public Risk Management of Florida (PRM)**
Pavilion on the Lake Covered?	Yes	Docks are wind excluded with cause of loss - Basic Form applied (pg. pdf 91), but Proposal marks "Will" on the "Will/Will Not" coverage section of the property coverage forms. (pg. pdf 33)	Proposal marks "Will" on the "Will/Will Not" coverage section of the property coverage forms. (pg. pdf 43)	Yes
Deviations:				
Comments:		FMIT program does not utilize shared limits; therefore, each limit provided in the proposal would apply solely to the City and not be eroded or shared with other members of the pool.	Preferred provides proprietary coverage limits that "reload" after each loss. There are no aggregate limitations to the property coverage afforded each member." (pg. 20, pdf 80) The Preferred Property Program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchase by Preferred on behalf of the members, payment to the City for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. (pg. 24, pdf 84)	

City of Tavares
Summary Coverage Comparison
Property and Inland Marine

Agent	Expiring Program World Risk Management	Florida League of Cities	Risk Management Associates, Inc. (a.k.a. Brown & Brown Public Sector)	World Risk Management
Insurer	**Public Risk Management of Florida (PRM)**	**Florida Municipal Insurance Trust (FMIT)**	**Preferred Governmental Insurance Trust (Preferred)**	**Public Risk Management of Florida (PRM)**
INLAND MARINE				
Limits:				
Unscheduled Inland Marine	See property sub-limits	$1,000,000 (blanket coverage - items $25,000 or less)	not included	See property sub-limits
Scheduled Inland Marine	See property sub-limits	$1,314,192 (items over $25,000)	$195,896 communications equip; $1,109,877 contractor's/mobile equip; $9,000 fine arts; electronic data processing equip - included in contents	See property sub-limits
Inland Marine Deductible:	See property deductibles	Deductibles: • $500 for unscheduled inland marine • $1,000 for items valued $25,001-$50,000 • Minimum of $1,000 for items valued $50,000-$100,000 • Minimum of $2,000 or 2% (whichever is greater) for items valued greater than $100,000	$1,000	$1,000
Inland Marine Coverage Basis:	Replacement Cost	Actual Cash Value	Agreed Value / Actual Cash Value	Replacement Cost
Deviations:				
Comments:				

City of Tavares
Detailed Coverage Comparison
Equipment Breakdown

Agent	**Expiring Program** World Risk Management	**Florida League of Cities**	**Risk Management Associates, Inc. (a.k.a. Brown & Brown Public Sector)**	**World Risk Management**
Insurer	**Public Risk Management of Florida (PRM)**	**Florida Municipal Insurance Trust (FMIT)**	**Preferred Governmental Insurance Trust (Preferred)**	**Public Risk Management of Florida (PRM)**
Limits:				
Equipment Breakdown	$50,000,000	$50,000,000	$100,000,000	$50,000,000
Business Income	$100,000	$2,000,000	$1,000,000	$100,000
Extra Expense	$100,000	$2,000,000	$1,000,000	$100,000
Spoilage Damage	included	$500,000	$250,000	included
Utility Interruption - Time Element	included	included	$2,000,000	$50,000
Electronic Data or Media	$500,000	$500,000 Data Restoration	$250,000	$250,000
Expediting Expense	included	$1,000,000	$1,000,000	$50,000,000
Hazardous Substance	$2,000,000	$1,000,000	$1,000,000	$2,000,000
Deductibles:	$1,000	$2,500	$1,000	$1,000
Other Options Offered?				See Property tab for Option 2 and Option 3.
Deviations:				
Comments:				

City of Tavares
Detailed Coverage Comparison
Crime

Agent	**Expiring Program** World Risk Management	**Florida League of Cities**	**Risk Management Associates, Inc. (a.k.a. Brown & Brown Public Sector)**	**World Risk Management**
Insurer	**Public Risk Management of Florida (PRM)**	**Florida Municipal Insurance Trust (FMIT)**	**Preferred Governmental Insurance Trust (Preferred)**	**Public Risk Management of Florida (PRM)**
Limits:				
Forgery or Alteration Coverage	$500,000	$500,000	$500,000	$500,000
Employee Theft - Per Loss Coverage	$500,000	$500,000	$500,000	$500,000
Inside the Premises - Theft of Money & Securities	$500,000	$500,000	$500,000	$500,000
Outside the Premises	$500,000	$500,000	$500,000	$500,000
Inside the Premises - Robbery or Safe Burglary	$500,000	$500,000	$500,000	$500,000
Computer Fraud	$500,000	$500,000 Computer and Funds Transfer Fraud	$500,000	$500,000
Funds Transfer Fraud	$500,000	Included in Computer and Funds Transfer Fraud	Included in Computer Fraud Coverage	$500,000
Money Orders & Counterfeit Money	$500,000	$500,000	*[blank]*	$500,000
Deductibles:	$1,000	$1,000	$1,000	$1,000
Other Options Offered?				See Property tab for Option 2 and Option 3.
Deviations:				
Comments:				

City of Tavares
Detailed Coverage Comparison
General Liability and Law Enforcement Liability

Agent	**Expiring Program** **World Risk Management**	**Florida League of Cities**	**Risk Management Associates, Inc. (a.k.a. Brown & Brown Public Sector)**	**World Risk Management**
Insurer	**Public Risk Management of Florida (PRM)**	**Florida Municipal Insurance Trust (FMIT)**	**Preferred Governmental Insurance Trust (Preferred)**	**Public Risk Management of Florida (PRM)**
Scope of Coverage Includes:				
Law Enforcement Liability	Yes	Yes	Yes	Yes
Employee Benefits Liability	Yes	Yes	Yes	Yes
Crisis Management	Yes	Yes (Crisis Intervention)	Included in Deadly Weapon Protection coverage (conditions apply; pg. 32, pdf 92)	Yes
Liquor Liability	Host and Liquor Liability included	Host Liquor Liability is included. Liquor Liability is excluded, but can be secured through outside insurance market.	Host Liquor Liability is included; Liquor Liability is excluded.	Host and Liquor Liability included
Limits:				
Coverage Form:	Occurrence	Occurrence	Occurrence	Occurrence
General Liability:	$2,000,000 per occurrence	$2,000,000 per occurrence	$2,000,000 per occurrence	$2,000,000 per occurrence
Defense Costs:	Inside Policy Limits	Outside Policy Limits (paid in addition to policy limits)	Outside Policy Limits (paid in addition to policy limits)	Inside Policy Limits
Employee Benefits Liability	$2,000,000 each claim / $6,000,000 aggregate	Employee Benefits Program Administration Liability included	$2,000,000 per occurrence	$2,000,000 each claim / $6,000,000 aggregate
Deductibles:	Nil	$1,000	Nil	Nil
LAW ENFORCEMENT LIABILITY (LEL)				
Coverage Form:	Occurrence	Occurrence	Occurrence	Occurrence
LEL Limits:	$2,000,000 per occurrence	$2,000,000 per occurrence	$2,000,000 per person / $2,000,000 per occurrence	$2,000,000 per occurrence
LEL Deductible:	Nil	$1,000	Nil	Nil

City of Tavares
Detailed Coverage Comparison
General Liability and Law Enforcement Liability

Agent	**Expiring Program** **World Risk Management**	**Florida League of Cities**	**Risk Management Associates, Inc. (a.k.a. Brown & Brown Public Sector)**	**World Risk Management**
Insurer	**Public Risk Management of Florida (PRM)**	**Florida Municipal Insurance Trust (FMIT)**	**Preferred Governmental Insurance Trust (Preferred)**	**Public Risk Management of Florida (PRM)**
Other Options Offered?				Option 2: Limits: same as above Ded: $25,000; Stop Loss $200,000 for all lines for general liability/law enforcement liability/auto liability/errors & omissions premium of $173,511 Option 3: Limits: same as above Ded: $50,000; Stop Loss $200,000 for all lines for general liability/law enforcement liability/auto liability/errors & omissions premium of $140,389
Deviations:				

Agent	Expiring Program World Risk Management	Florida League of Cities	Risk Management Associates, Inc. (a.k.a. Brown & Brown Public Sector)	World Risk Management
Insurer	**Public Risk Management of Florida (PRM)**	**Florida Municipal Insurance Trust (FMIT)**	**Preferred Governmental Insurance Trust (Preferred)**	**Public Risk Management of Florida (PRM)**
Comments:				Defense Inside the Limits - The Liability lines of coverage have defense inside the limits. "PRM relies on FS768.28, however, claims that fall within the FS768.28 have up to $1,700,000 to $1,800,000 for defense costs on a City claim that is covered by PRM, as these claims are limited to $200,000 / $300,000. The other two trusts in Florida have specific policy language that limits coverage under FS768.28 for claims at $200,000 / $300,000. This leaves no limit available for defense costs, therefor their programs must include defense outside the limit." (page 40, pdf 41)
Comments continued:				Association Aggregate $100,000,000 for all liability coverages. (pg. 113, pdf 114)

City of Tavares
Detailed Coverage Comparison
Automobile Liability and Physical Damage

Agent	**<u>Expiring Program</u>** **World Risk Management**	**Florida League of Cities**	**Risk Management Associates, Inc. (a.k.a. Brown & Brown Public Sector)**	**World Risk Management**
Insurer	**Public Risk Management of Florida (PRM)**	**Florida Municipal Insurance Trust (FMIT)**	**Preferred Governmental Insurance Trust (Preferred)**	**Public Risk Management of Florida (PRM)**
Limits:				
	$2,000,000 Combined Single Limit	$2,000,000 Combined Single Limit	$2,000,000 Combined Single Limit	$2,000,000 Combined Single Limit
Personal Injury Protection	Statutory	Statutory	Statutory	Statutory
Defense Costs	Inside Policy Limits	Outside Policy Limits	Inside Policy Limits	Inside Policy Limits
Sub-limits:				
Automobile Medical Payments	not covered	not covered	not covered	not covered
Uninsured/Underinsured Motorist	not covered	not covered	not covered	not covered
Deductibles:	Nil Auto Physical Damage: $1,000 Deductible	Nil Auto Physical Damage: $1,000 Deductible	Nil Auto Physical Damage: $1,000 Deductible	Nil Auto Physical Damage: $1,000 Deductible
Other Options Offered?				<u>Option 2 and Option 3</u>: See General Liability for Option 2 and Option 3; auto liability premium is included in general liability premium.
Deviations:				
Comments:	Auto Physical Damage: Covered under Property	"Vehicles with $0 value on schedule provided were not included in the quote for APD [auto physical damage]."		Auto Physical Damage: Covered under Property Defense Inside the Limits - same comment as on General Liability. (page 40, pdf 41)

City of Tavares
Detailed Coverage Comparison
Automobile Liability and Physical Damage

Agent	Expiring Program World Risk Management	Florida League of Cities	Risk Management Associates, Inc. (a.k.a. Brown & Brown Public Sector)	World Risk Management
Insurer	**Public Risk Management of Florida (PRM)**	**Florida Municipal Insurance Trust (FMIT)**	**Preferred Governmental Insurance Trust (Preferred)**	**Public Risk Management of Florida (PRM)**
Comments continued:				Association Aggregate $100,000,000 for all liability coverages. (pg. 113, pdf 114)

City of Tavares
Detailed Coverage Comparison
Public Officials Errors and Omissions

Agent	**Expiring Program** **World Risk Management**	**Florida League of Cities**	**Risk Management Associates, Inc. (a.k.a. Brown & Brown Public Sector)**	**World Risk Management**
Insurer	**Public Risk Management of Florida (PRM)**	**Florida Municipal Insurance Trust (FMIT)**	**Preferred Governmental Insurance Trust (Preferred)**	**Public Risk Management of Florida (PRM)**
Coverage Form:	Claims Made	Occurrence	Claims Made	Claims Made
Limits:				
Public Officials Liability	$2,000,000 per claim / $6,000,000 Per Member Aggregate	$2,000,000 per occurrence	$2,000,000 per claim	$2,000,000 per claim / $6,000,000 Per Member Aggregate
Employment Practices Liability	$2,000,000 per claim / $6,000,000 Per Member Aggregate	Included in Public Officials Errors & Omissions	$2,000,000 per claim	$2,000,000 per claim / $6,000,000 Per Member Aggregate
Defense Costs:	Inside Policy Limits	Outside Policy Limits	Outside Policy Limits	Inside Policy Limits
Retroactive Date:				
Public Officials Liability	October 1, 1989	October 1, 1989 for additional premium (see below and pg. pdf 104)	October 1, 2002	October 1, 1998
Employment Practices Liability	October 1, 1989	*[blank]*	October 1, 2002	October 1, 1998
Deductibles:	Nil	$1,000 For Optional Prior Acts Coverage (see below), deductible is $10,000	Nil	Nil
Other Options Offered?				Option 2 and Option 3: See General Liability for Option 2 and Option 3; E&O premium is included in general liability premium.
Deviations:				

City of Tavares
Detailed Coverage Comparison
Public Officials Errors and Omissions

Agent	**<u>Expiring Program</u> World Risk Management**	**Florida League of Cities**	**Risk Management Associates, Inc. (a.k.a. Brown & Brown Public Sector)**	**World Risk Management**
Insurer	**Public Risk Management of Florida (PRM)**	**Florida Municipal Insurance Trust (FMIT)**	**Preferred Governmental Insurance Trust (Preferred)**	**Public Risk Management of Florida (PRM)**
Comments:		$10,252 1st Year Premium for Optional Prior Acts Coverage for Retroactive Date of October 1, 1989 (Total E&O Prior Acts coverage net premium for 3 years = $30,754; City will be responsible for entire 3 year premium if cancels/non-renews in those 3 years). (pg. pdf 104)		Association Aggregate $100,000,000 for all liability coverages. (pg. 113, pdf 114)

City of Tavares
Detailed Coverage Comparison
Workers' Compensation and Employers Liability

Agent	**Expiring Program** **World Risk Management**	**Florida League of Cities**	**Risk Management Associates, Inc. (a.k.a. Brown & Brown Public Sector)**	**World Risk Management**
Insurer	**Public Risk Management of Florida (PRM)**	**Florida Municipal Insurance Trust (FMIT)**	**Preferred Governmental Insurance Trust (Preferred)**	**Public Risk Management of Florida (PRM)**
Limits:				
Workers' Compensation	Statutory	Statutory	Statutory	Statutory
Employers Liability	$2,000,000	$1,000,000	$2,000,000	$2,000,000
Deductibles:	Nil	Nil	Nil	Nil
Other Options Offered?				Option 2: Limits: same as above Ded: $25,000; Stop Loss $200,000 for all lines for workers' compensation premium of $198,406 Option 3: Limits: same as above Ded: $50,000; Stop Loss $200,000 for all lines for workers' compensation premium of $162,143
Deviations:				
Comments:				

City of Tavares
Detailed Coverage Comparison
Cyber and Privacy Liability

Agent	**Expiring Program** **World Risk Management**	**Florida League of Cities**	**Risk Management Associates, Inc. (a.k.a. Brown & Brown Public Sector)**	**World Risk Management**
Insurer	**Public Risk Management of Florida (PRM)**	**Florida Municipal Insurance Trust (FMIT)**	**Preferred Governmental Insurance Trust (Preferred)**	**Public Risk Management of Florida (PRM)**
	Great American Insurance	included	included	Great American Insurance
Coverage Form:	Claims Made	Claims Made	Claims Made	Claims Made
Limits:	$1,000,000 $5,000,000 pool aggregate	$1,000,000 aggregate $10,000,000 all member aggregate	$2,000,000 each claim / aggregate	$1,000,000 $5,000,000 pool aggregate
Sub-limits:				
Media Liability	included	$1,000,000 aggregate including Breach Response Services, Privacy, Network Security and Data Breach	$2,000,000 Media Content Services Liability	included
Security Breach Liability	included		$2,000,000 Privacy & Security Liability	included
Replacement or Restoration of Electronic Data	included		$2,000,000 Data Recovery	included
Extortion Threats	included		$500,000 Cyber Extortion & Ransomware	included
Business Income and Extra Expense	included		$2,000,000	included
Public Relations Expense	included		$500,000 Consequential Reputation Loss	included
Security Breach Expense	included		included	included
Payment Card Industry (PCI)	included in Security Breach Liability		$1,000,000	included in Security Breach Liability
Deductibles:	$100,000	$1,000	$25,000	$20,000
Retroactive Date:	October 1, 2016	Full Prior Acts	October 1, 2024	October 1, 2016

City of Tavares
Detailed Coverage Comparison
Cyber and Privacy Liability

Agent	Expiring Program World Risk Management	Florida League of Cities	Risk Management Associates, Inc. (a.k.a. Brown & Brown Public Sector)	World Risk Management
Insurer	Public Risk Management of Florida (PRM)	Florida Municipal Insurance Trust (FMIT)	Preferred Governmental Insurance Trust (Preferred)	Public Risk Management of Florida (PRM)
Deviations:				
Comments:				

City of Tavares
Detailed Coverage Comparison
Pollution and Remediation Legal Liability / Storage Tanks

Agent	**Expiring Program** **World Risk Management**	**Florida League of Cities**	**Risk Management Associates, Inc. (a.k.a. Brown & Brown Public Sector)**	**World Risk Management**
Insurer	**Public Risk Management of Florida (PRM)**	**Florida Municipal Insurance Trust (FMIT)**	**Preferred Governmental Insurance Trust (Preferred)**	**Public Risk Management of Florida (PRM)**
	Indian Harbor Insurance Co.	Allied World Assurance Co.	Indian Harbor Insurance Co.	Indian Harbor Insurance Co.
Retroactive Dates:	October 1, 1998	same as inception	October 4, 2002	
Limits:				
Each Pollution Condition	$1,000,000	$1,000,000 each incident	$1,000,000	$1,000,000
Annual Aggregate	$2,000,000	$20,000,000 shared aggregate	$2,000,000	$1,000,000
Storage Tanks covered?	Yes	*[Conflicting Response: "Will Not" is checked on the "Will/Will Not" Siver proposal form (pg. pdf 80), but states on Pollution Quotation, "Operations Included: Submitted property schedule (including storage tanks listed in RFP)" (pg. pdf 107]*	Yes. "Coverage included for storage tanks, however all storage tanks must be scheduled. The RFP included information for 2 underground storage tanks, which are reflected on the quote." (pg. pdf 72)	Yes
Self-Insured Retention:	$25,000 each pollution condition The City's two (2) underground storage tanks were 10 years old in 2023; $100,000 deductible	$10,000 each pollution condition	$25,000 each pollution condition	$25,000 each pollution condition $100,000 for underground storage tanks
Deviations:				
Comments:				

City of Tavares
Detailed Coverage Comparison
Airport Owners and Operators General Liability

Agent	**Expiring Program** **World Risk Management**	**Florida League of Cities**	**Risk Management Associates, Inc. (a.k.a. Brown & Brown Public Sector)**	**World Risk Management**
Insurer	**Public Risk Management of Florida (PRM)**	**Florida Municipal Insurance Trust (FMIT)**	**Preferred Governmental Insurance Trust (Preferred)**	**Public Risk Management of Florida (PRM)**
Policy Years	10/01/2022-10/01/2025			10/01/2022-10/01/2025
	ACE Property & Casualty Ins. Co.			ACE Property & Casualty Ins. Co.
Limits:	$2,000,000	Will accept Agent of Record letter to take over the policies and receive the renewal terms/premiums from the current carriers.	*[Proposal states quote is "pending"]*	$2,000,000
Deductible:	Nil			Nil
Deviations:				
Comments:				

City of Tavares
Detailed Coverage Comparison
Marina Operators Legal Liability

Agent	**Expiring Program** **World Risk Management**	**Florida League of Cities**	**Risk Management Associates, Inc. (a.k.a. Brown & Brown Public Sector)**	**World Risk Management**
Insurer	**Public Risk Management of Florida (PRM)**	**Florida Municipal Insurance Trust (FMIT)**	**Preferred Governmental Insurance Trust (Preferred)**	**Public Risk Management of Florida (PRM)**
Limits:	included in City's General Liability coverage ($2,000,000 per occurrence)	Will accept Agent of Record letter to take over the policies and receive the renewal terms/premiums from the current carriers.	*[Proposal states quote is "pending"]*	included in City's General Liability coverage ($2,000,000 per occurrence)
Deductible:	Nil			Nil
Deviations:				
Comments:				

CITY OF TAVARES
MINUTES OF SELECTION COMMITTEE DISCUSSION
August 23, 2024

REQUEST FOR PROPOSAL (RFP)
PROPERTY AND CASUALTY INSURANCE
FOR THE CITY OF TAVARES, FLORIDA

RFP NO. 2024-0008
TAVARES CITY HALL

PRESENT
Crissy Bublitz, Human Resources Director
Bob Tweedie, Economic Development Director
Lori Houghton, Finance Director
Mark O'Keefe, Support Services Director
Alex Patton, Purchasing Manager

AUDIENCE
Tia O'Neal, Public Risk Management
Kyle Stoekel, Brown and Brown
Tyler Denahan, Florida League of Cities

Mr. Patton noted today's date and time as Friday, August 23, 2024, at 10:07am. This is a Selection Committee discussion on the recommendation presented to the City by Siver Insurance Consultants (Siver), and to create a final ranking of the proposers. The number one ranked firm will be brought before the next City Council meeting on September 4, 2024, at 4pm.

Mrs. Bublitz started the discussion with her agreeing with the recommendation of Siver to continue with our current insurance provider.

Mr. O'Keefe agreed with Mrs. Bublitz and stated the same.

Mrs. Houghton spoke about an issue of possible concerns with changing policies, so she scrutinized all the proposals, and she felt comfortable with Siver's recommendation.

Mr. Tweedie concurred with Mrs. Houghton and agreed with Siver's recommendation.

The Selection Committee then proceeded to rank the proposals in the following order by unanimous consent:

1 – Public Risk Management
2 – Brown and Brown
3 – Florida League of Cities

An agenda item will be put before our City Council during the September 4, 2024, Council Meeting, recommending that the City goes with the ranked one firm, Public Risk Management, for the RFP 2024-0008 Property and Casualty Insurance.

With nothing further to discuss, the meeting adjourned at 10:10am on August 23, 2024.

Respectfully submitted,

Alex Patton
Purchasing Manager

AGENDA SUMMARY
TAVARES CITY COUNCIL
9/4/2024

AGENDA TAB NO.: 5

SUBJECT TITLE: Collective Bargaining Agreement Between Tavares Professional Firefighters Local 3245 and the City of Tavares (Fire)

OBJECTIVE:

To approve the Collective Bargaining Agreement (C.B.A.), between the Tavares Professional Firefighters Local 3245 (I.A.F.F.) and the City of Tavares.

SUMMARY:

Representatives of management and the union met on several occasions for collective bargaining sessions. City Council member Walter Price, City Administrator John Drury, Fire Chief Richard Keith, Finance Director Lori Houghton, and H.R. Director Crissy Bublitz served as the negotiating team representing the City of Tavares.

Local 3245 President Carsten Kieffer served as Chief Negotiator for the union, and other Union members attended various negotiation meetings.

Local 3245 President Kieffer has obtained authorization from the members of the Union Local to sign the proposed contract on behalf of the Union.

Proposed changes to the contract are indicated by strikethrough (~~**example**~~) for deleted language and underlined (**example**) for new language.

The salient points of this proposed contract are:

- Under Article 27-A, Good Friday is added to the list of recognized holidays for bargaining unit members, consistent with other city employees.

- Under Article 33, bargaining unit members agree to the same cost of living adjustment proposed for other city employees.

- Under Article 33, bargaining unit members agree to health insurance plan price adjustments consistent with the plan adjustments proposed for other city employees.

The agreement would become effective October 1, 2024.

OPTIONS:

Option 1:
City Council may move to approve the proposed Collective Bargaining Agreement as presented between the Tavares Professional Firefighters Local 3245 and the City of Tavares, authorizing City Administrator John Drury to execute the contract on behalf of the City.

Option 2:
Do not approve the proposed Collective Bargaining Agreement and direct Staff to pursue a different course of action as defined by the Council.

STAFF RECOMMENDATION:

Staff recommends Option 1: Move to approve the proposed Collective Bargaining Agreement as presented between the Tavares Professional Firefighters Local 3245 and the City of Tavares, authorizing City Administrator John Drury to execute the contract on behalf of the City.

FISCAL IMPACT:

All fiscal impacts within this proposed Collective Bargaining Agreement, including the proposed 8% COLA and health insurance benefit cost adjustments, have been addressed in the proposed 2024 / 2025 fiscal year budget for the City of Tavares.

LEGAL SUFFICIENCY:

The proposed Collective Bargaining Agreement has been submitted to the City Attorney for review.

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

1. IAFF 2024 Union Contract DRAFT for Council Approval 2024

Attachments not provided are available to the public upon request to the City Clerk.

AGENDA SUMMARY
TAVARES CITY COUNCIL
9/4/2024

AGENDA TAB NO.: 6

SUBJECT TITLE: School Resource Officer Agreement with Lake County School Board (Police)

OBJECTIVE:
To obtain approval to enter into an agreement between the City of Tavares and Lake County School Board for a school resource officer at Tavares Elementary School.

SUMMARY:
The Lake County School Board (LCSB) provides funding for a police officer to be at Tavares Elementary for security and safety during the school year. This will be the seventh year in which the LCSB and City have entered into this agreement. During the times when there is no school, SRO will be available for duties within the department.

OPTIONS:
1. Approve the agreement between the City of Tavares and LCSB to provide a police officer at Tavares Elementary
2. Do not approve the agreement

STAFF RECOMMENDATION:
Staff recommends option 1

FISCAL IMPACT:
The LCSB will pay the City of Tavares $83,915.90 for a police officer during the school year. This amount has been budgeted in the proposed FY24-25 budget. The cost of the currently assigned officer to the City is $100,699.08, including benefits. The funding provided by the LCSB covers ten months for the SRO, beginning August 12th, 2024 and ending the last day of school in May 2025 . If any overtime is incurred as a result of being an SRO, the LCSB will reimburse for overtime.

LEGAL SUFFICIENCY:
Yes

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:
1. Tavares SY24-25

Attachments not provided are available to the public upon request to the City Clerk.

AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA, AND THE CITY OF TAVARES, FOR SCHOOL RESOURCE OFFICER PROGRAM [2024-2025]

This **AGREEMENT** is entered into by and between the **City of Tavares**, a Florida municipal corporation, hereinafter referred to as "LAW ENFORCEMENT AGENCY" and the **School Board of Lake County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as "SCHOOL BOARD".

WITNESSETH:

WHEREAS, the SCHOOL BOARD is seeking one (1) School Resource Officer (SRO) to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community and school property; and

WHEREAS, the LAW ENFORCEMENT AGENCY is willing to place one (1) **City of Tavares** Police Officer at **Tavares Elementary School (1)** for the purpose of carrying out this school program.

NOW, THEREFORE, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the LAW ENFORCEMENT AGENCY will provide one (1) sworn **City of Tavares** Police Officer who is certified pursuant to Section 943.10(1) *Florida Statutes* to the SCHOOL BOARD to act as the SRO at the one (1) designated school under the terms and conditions of this Agreement.

1. Term of Agreement. The term of this Agreement shall be for the next school year, beginning the 12th day of August 2024 through the last day of school for students in May 2025.

2. Compensation. The SCHOOL BOARD will pay the **City of Tavares** an amount equivalent to the exact services rendered for that portion of the salary and benefits of the SRO(s) directly attributable to services performed provided pursuant to the terms of this Agreement. Such compensation shall be invoiced to the SCHOOL BOARD by the LAW ENFORCEMENT AGENCY in monthly installments following the services rendered for the month, commencing on the 1st day of September 2024 for services rendered beginning August 12, 2024 and continuing on

the 1st day of each month thereafter until the term of the contract has expired. Invoices shall be paid by the SCHOOL BOARD within fifteen (15) days of receipt. In the event that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then the LAW ENFORCEMENT AGENCY agrees that the SCHOOL BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida.

3. Scope. The LAW ENFORCEMENT AGENCY shall assign an SRO for one (1) designated school. The SRO shall interact with students and provide security at the one (1) designated school. In addition, the SRO shall have the duties and responsibilities listed in Exhibit "A" attached hereto.

4. Background Investigations. The LAW ENFORCEMENT AGENCY represents and warrants to the SCHOOL BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes* regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, *Florida Statutes*, to indemnify and hold harmless the SCHOOL BOARD, it's officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the LAW ENFORCEMENT AGENCY's failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes*. Any claim against the LAW ENFORCEMENT AGENCY by the SCHOOL BOARD under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, the LAW ENFORCEMENT AGENCY shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of $200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds the sum of $300,000. Further, nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.

5. Assignment of Officers. The LAW ENFORCEMENT AGENCY shall determine which SRO will be assigned under this Agreement. The LAW ENFORCEMENT AGENCY shall provide a notice of the assigned SRO to the school principals of the one (1) designated school. In the event that the principal of the school where the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the Principal shall notify the SCHOOL BOARD's Director of Safety and Security in writing. If the situation is not corrected within three (3) working days, the SCHOOL BOARD's Director of Safety and Security shall contact the SRO's immediate supervisor and the Superintendent in writing and provide a copy of said notice to each of them. If the situation is not resolved to the mutual satisfaction of the SRO's immediate supervisor the SCHOOL BOARD's Director of Safety and Security and the Superintendent within ten (10) days, or if, during the same contract period, the Principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the Principal shall recommend to the SCHOOL BOARD's Director of Safety and Security and Superintendent that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing. The Superintendent, or his/her designee, shall review the request and, if approved, shall provide written notification to the LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. In the event the Principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the SCHOOL BOARD's Director of Safety and Security, Superintendent, and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate and necessary action.

6. Dismissal/Replacement/Absence. The LAW ENFORCEMENT AGENCY may dismiss or reassign SROs with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO as soon as practical.

7. Leaves/Coverage. The Chief of Police or another designated scheduling officer will approve vacations, sick leaves, and other leaves of absence for the SRO. The SRO will communicate approved vacation, sick leaves, trainings or any other leave that impacts SRO presence in schools with the SCHOOL BOARD's Director of Safety and Security. LAW ENFORCEMENT AGENCY shall provide coverage of an SRO during any time in which the SRO will be off campus of the school to include, but not be limited to vacations, sick leaves, other leaves of absence, or due to other related assignments.

8. Hours of Assignment. The SRO will be stationed at the one (1) designated school for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by the respective school Principal and as approved by the LAW ENFORCEMENT AGENCY.

9. Additional Hours of Assignment. Additional hours of assignment during a two-week period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the respective school Principal. If the additional hours worked requires additional compensation be paid to the SRO, the LAW ENFORCEMENT AGENCY will include this additional compensation on the next monthly invoice to be paid by the SCHOOL BOARD.

10. Off Campus Assignments. Upon the request of the respective school Principal and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.

11. Reassignment in Emergency Situations. Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the one (1) designated school to respond to emergency situations as determined in the sole judgment and discretion of the LAW ENFORCEMENT AGENCY.

12. Supervising Authority. During the term of this Agreement, the SRO assigned shall remain employees of the LAW ENFORCEMENT AGENCY, under the authority of the chain of command of the LAW ENFORCEMENT AGENCY, and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY. The SRO will report to their respective school Principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day, for up to eighty (80) hours for each officer per two-week period.

Each SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers Compensation coverage, as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.

13. Salary and Benefits. The LAW ENFORCEMENT AGENCY will provide the salary and benefits to each SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.

14. Vehicle. The LAW ENFORCEMENT AGENCY will provide vehicles for SROs if or when determined necessary by the LAW ENFORCEMENT AGENCY.

15. Threats to School Safety.

A. Pursuant to Section 1006.13(4), *Florida Statutes*, any acts that pose a threat to school safety, whether committed by a student or adult, shall be reported to the School Principal, or his or her designee, who shall report the acts to the SRO and the SCHOOL BOARD's Director of Safety and Security or SCHOOL BOARD's District Threat Management Coordinator.

B. If requested by the School Principal, or his or her designee, the SRO, or other appropriate law enforcement officers, shall assist in the investigation of the acts that pose a threat to school safety; upon conclusion of the investigation, the SRO shall report the findings of the investigation to the SCHOOL BOARD's Director of Safety and Security, or SCHOOL BOARD's District Threat Management Coordinator to properly document the disposition of the incident. Additionally, the School Principal, or his or her designee, shall consult with SRO concerning appropriate delinquent acts and crimes.

16. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

SCHOOL BOARD:	Superintendent of Schools School Board of Lake County 201 West Burleigh Boulevard Tavares, FL 32778
LAW ENFORCEMENT AGENCY:	Chief of Police Tavares Police Department 911 Gateway Drive Tavares, FL 32778

Upon termination pursuant to this subsection, payment will be made by the SCHOOL BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

17. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior Agreements, representations and understandings either oral, written or otherwise relating thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

"SCHOOL BOARD"

THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA

By: ______________________________
Mollie Cunningham, Chairperson

Date: ______________________________

Approved as to form:

Attest: ______________________________
Diane S. Kornegay, Superintendent

____
School Board Attorney

"LAW ENFORCEMENT AGENCY"

CITY OF TAVARES

By: ______________________________
Bob Grenier, Mayor

Date: ______________________________

Attest: ______________________________
Signature / Title

Approved as to form:

____
City of Tavares Attorney

EXHIBIT "A"

In addition to the routine duties and responsibilities of the SROs, the SROs shall have the following specific duties and responsibilities:

1. Each SRO shall at all times perform his/her duties in accordance with City of Tavares Police Department's standard operating procedures.

2. The SRO shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.

3. The SRO shall also assist the orderly flow of traffic on school grounds.

4. Each SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as City of Tavares Police Officers while assigned to the SRO program.

5. Each SRO shall be responsible to his/her agency in all matters relating to employment; however, activities conducted by the SRO which are part of the regular school instruction program shall be under the direction of the Principal or his/her designee.

6. Each SRO shall be at his/her school during normal school hours of operation and shall utilize the school's computer-based visitor management system to sign in and out to verify attendance. During times that the SRO is unable to be on campus or need to leave campus, those times will be coordinated with the Principal or his/her designee and each SRO's supervisor. The SRO supervisor will assure that the School has a replacement SRO on campus.

7. The SRO shall perform such duties as directed by his/her agency when school is not in session. The Principal or his/her designee shall advise the Officer's supervisor of the school's calendar.

8. The SRO may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.

9. All student record information will be maintained in accordance with the provisions of Florida Statutes.

10. The SRO shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SRO is in attendance. The SRO will not be assigned to a permanent school related duty post so as not to establish predictable patterns.

11. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SRO shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SRO and the designated school Principal. While school is in session, the SRO shall be present on and around the school campus except as permitted in paragraph 6 of this Exhibit A.

12. The SRO shall serve as a referral resource for students, faculty, and parents to community agencies.

13. The SRO shall serve as a Law Enforcement resource to school administration and the District Director of Safety and Security.

14. The SRO shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.

15. The SRO shall be familiar with and shall remain up to date with school safety legislation, specifically Rule 6A-1.0018, F.A.C. and all corresponding Florida Statutes. Accordingly, the SRO shall assist school administration with ensuring compliance with State legislation and District best practices.

16. The SRO, or a designated officer of the LAW ENFORCEMENT AGENCY, shall serve as the mandated sworn law enforcement officer on the School-Based Threat Management Team (SBTMT); and accordingly will complete the required Florida Harm Prevention and Threat Management Model (Florida Model) training in accordance with State Board Rule 6A-1.0018, F.A.C. and §1006.07, Florida Statutes.

17. The SRO and responding LAW ENFORCEMENT AGENCY shall be present and shall actively participate in all active assailant drills, as per State Board Rule 6A-1.0018, F.A.C. [House Bill 1421 (2022)]. The presence of the SRO and each Officer shall be documented in the After Action Report submitted by school administration.

18. The SRO, in accordance with §394.463, Florida Statutes, shall take the lead with or assist District mental health personnel with initiating involuntary examinations for students and staff who meet criteria as defined in Statutes.

19. The SRO will coordinate / consult with the Florida Department of Children and Families (DCF) as necessary to provide necessary support for children and / or families in need.

20. The SRO shall coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.

21. The SRO shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.

22. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SRO for any violations of the law, and the SRO shall determine whether law enforcement action is appropriate.

23. The SRO shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school Principal of such action unless it would impede a criminal

investigation, under such circumstances as practical. The SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practical, the SRO shall advise the Principal before requesting additional law enforcement assistance on campus.

24. The SRO shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.

25. The SRO shall maintain detailed accurate records of his/her activities, and provide a written daily report to the LAW ENFORCEMENT AGENCY who shall provide such information to the Safety and Security Department of the SCHOOL BOARD.

26. The SRO and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This provision shall not be interpreted so as to interfere with or impede the SRO's law enforcement duties, obligations, and/or powers.

27. The SRO shall work with school administration when determining whether an arrest should be made, or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with the attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SRO's law enforcement duties, obligations, or powers.

28. The SRO shall affect a physical arrest for felonies committed on school grounds, particularly those that are "Zero Tolerance", as permitted by law.

29. The SRO shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.

30. The parties shall comply with the provisions of the Family Educational Rights and Privacy Act ("FERPA").

AGENDA SUMMARY
TAVARES CITY COUNCIL
9/4/2024

AGENDA TAB NO.: 7

SUBJECT TITLE: Leadership Lake Donation of ADA lift for Tavares Marina (Economic Development)

OBJECTIVE:

For Council to approve a donation from the Leadership Lake Class of 2024 for the acquisition and installation of an ADA lift at the Tavares Marina for to provide wheelchair access for boaters.

SUMMARY:

Each year the graduating class of Leadership Lake selects and raises funds for a community project which provides for a needed improvement or beneficial public service enhancement for the benefit of all in Lake County in furtherance of the organizations mission and purpose. This year's graduating class has identified a need to provide enhanced, safe access to boating on our lakes for persons with a mobility disability. They have offered the City of Tavares a donation of $7,000 for the acquisition and installation of an ADA access lift at the City's Waterfront Marina (see attached letter of support from Leadership Lake).

The project will require acquisition of the equipment and accessories, engineering, dock modification/prep and professional installation by a qualified marine contractor. Staff met with representatives of the class and identified a suitable lift and location at the marina dock and have received the following cost estimates:

• ADA lift chair acquisition	$4,400
• Engineering	$1,400
• Dock Prep & Installation	$2,000
Total	**$7,800**

Sufficient funds are available in the Seaplane Base & Marina operating budget to cover the potential shortfall of $800 between the $7,000 donation and estimated total cost, should they be required.

OPTIONS:

1. Accept the donation from the Leadership Lake class of 2024 and authorize staff to move forward with the project.
2. Do not accept the donation from the Leadership Lake class of 2024.

STAFF RECOMMENDATION:

Staff recommends that Council moves to approve option 1.

FISCAL IMPACT:
The total donation amount offered is $7,000 with an estimated total cost of $7,800 to complete the project, leaving a potential shortfall of $800 should the actual cost equal the total estimated cost. Sufficient funds are available in the Seaplane Base & Marina operating budget to cover this potential shortfall.

LEGAL SUFFICIENCY:
Legally sufficient

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:
1. LetterofSupport_Class2024_Tavares

Attachments not provided are available to the public upon request to the City Clerk.

AGENDA SUMMARY
TAVARES CITY COUNCIL
9/4/2024

AGENDA TAB NO.: 8

SUBJECT TITLE: Approve Resolution 2024-19 for Tentative Millage Rate for FY 2025 – First Reading (City Administrator)

OBJECTIVE:

To receive public input and consider the approval of Resolution 2024-19 to adopt the Tentative Millage Rate for Fiscal Year 2025.

SUMMARY:

The City Administrator and staff have developed a budget for Fiscal Year 2025 for Council's consideration totaling $67,170,996 that is fully balanced. The proposed budget for FY 2025 includes, among many other items, the following:

1. Similar Level of Service.
2. General Fund millage rate increase (from 6.5950 mills to 7.0500 mills), which is 16.80% above the rollbacked rate.
3. Debt Service millage rate decrease (from .1817 to .1601).
4. Estimated reserve balances that meet GFOA recommendations.
5. Fire Assessment level funded (no rate increase).
6. Employee raises of 8.0%.
7. Two new Police Officers, a new Police Records Assistant, three new Firefighters, a new Fire Inspector, an Engineering Inspector, a Streets Maintenance Worker, a Staff Assistant (for Economic Development), a Library Assistant, a Parks Specialist, and a Facility Specialist.
8. Street paving - $400,000.
9. West End Parking Phase 1, 2, and 3 - $990,040.
10. Expanded programs are cut.

Previously, the City Council discussed the proposed Fiscal Year 2025 Budget at the following public meetings:

- 7/17/2024 – City Council Budget Workshop – (General Fund Budget)
- 7/17/2024 – City Council Budget Workshop – (Set Maximum Tentative Millage rate)
- 8/07/2024 – City Council Budget Workshop – (General, Utility, and Special Revenue Fund Budgets)
- 8/21/2024 – City Council Budget Workshop – (Capital Improvement Plan Presentation)
- 8/21/2024 – City Council Budget Workshop – (Discussion on FY 2025 Proposed Budget)

A Tentative Budget (all funds) has been prepared for the City Council. During the last Budget Workshop City Council added the following items to the proposed budget:

1. West End Parking Phase 1, 2, and 3 - $990,040.

2. Two Picnic Tables at Aesop's Park - $7,933.
3. Four benches at the Cemetery - $8,700.
4. Police Officer - $108,133.

Exhibit A lists all the changes made to the Proposed Budget since it was presented at the July 17th City Council meeting. The changes made have resulted in $109,485 in additional revenue in the General Fund that remains available for appropriation, and $18,776 remaining in the TIF Fund for appropriation. If the additional revenues are not appropriated, they will go back into reserves.

The Final Public Hearing to adopt the FY 2025 Millage Rate and the FY 2025 Budget will be held at 5:05 p.m. on September 18, 2024, at which time the final millage rates will be adopted.

OPTIONS:

Option 1: Take public input and approve the Tentative Millage for Fiscal Year 2025 as reflected in Resolution 2024-19.

Option 2: Take public input and approve the Tentative Millage for Fiscal Year 2025 as reflected in Resolution 2024-19, including any additional changes the Council proposes.

STAFF RECOMMENDATION:

Option 1: Take public input and approve the Tentative Millage for Fiscal Year 2025 as reflected in Resolution 2024-19.

FISCAL IMPACT:

At this point, all budgets are balanced. Changes will require revisions to the Tentative Budget.

LEGAL SUFFICIENCY:

Legally Sufficient

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

1. Exhibit A - FY 2025 Proposed Budget Updates
2. Resolution 2024-19 - Tentative Millage Rate

Attachments not provided are available to the public upon request to the City Clerk.

FY 2025 PROPOSED BUDGET ADJUSTMENTS

(EXHIBIT A)

GENERAL FUND

REVENUES	**27,555,976**
Increase Ad Valorem revenue due to Property Appraiser's new values and 7.0500 millage rate	367,726
Decrease State estimated revenues for new estimates from State	(20,355)
Increase appropriation from reserves for West End Park Phase 1, 2, & 3	876,920
REVENUES AFTER ADJUSTMENTS	**28,780,267**
EXPENDITURES	**27,555,976**
Add West End Parking Phase 1, 2, & 3 - added by Council 8/21/24	990,040
Add two picnic tables at Aesop's Park - added by Council 8/21/24	7,933
Add four benches at Cemetery - added by Council 8/21/24	8,700
Add Police Officer - added by Council 8/21/24	108,133
EXPENDITURES AFTER ADJUSTMENTS	**28,670,782**
REVENUE REMAINING TO APPROPRIATE (BUDGET SURPLUS)	**109,485**

** A negative value in appropriated reserves represents an increase in the amount of money going towards reserves, and a decrease in the total amount of revenue available.*

TIF FUND

REVENUES	**676,898**
Increase Ad Valorem revenue due to Property Appraiser's new values and 7.0000 millage rate	18,776
REVENUES AFTER ADJUSTMENTS	**695,674**
EXPENDITURES	**676,898**
N/A	
EXPENDITURES AFTER ADJUSTMENTS	**676,898**
REVENUE REMAINING TO APPROPRIATE (BUDGET SURPLUS)	**18,776**

FY 2025 PROPOSED BUDGET ADJUSTMENTS

INFRASTRUCTURE SALES TAX FUND

REVENUES	**2,623,337**
Decreased State estimated revenues for new estimates from State	(106,604)
Increase appropriation of reserves from $27,942 to $134,546* (Uses Reserves)	106,604
REVENUES AFTER ADJUSTMENTS	**2,623,337**
EXPENDITURES	**2,623,337**
N/A	
EXPENDITURES AFTER ADJUSTMENTS	**2,623,337**
REVENUE REMAINING TO APPROPRIATE (BUDGET SURPLUS)	**0**

** A negative value in appropriated reserves represents an increase in the amount of money going towards reserves, and a decrease in the total amount of revenue available.*

RESOLUTION 2024 - 19

A RESOLUTION ADOPTING A FINAL MILLAGE RATE OF 7.0500 FOR THE CITY OF TAVARES, FLORIDA, FOR AD VALOREM TAXES FOR FISCAL YEAR 2024-2025; SETTING FORTH THE PERCENT BY WHICH THE MILLAGE RATE IS GREATER THAN THE "ROLLED-BACK" RATE.

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

WHEREAS, the City of Tavares of Lake County, Florida on September 4, 2024, adopted the 2024-2025 Fiscal Year Tentative Millage Rate following a public hearing as required by Florida Statute 200.065.

WHEREAS, the City of Tavares of Lake County, Florida, following due public notice as required by law, held a second public hearing on September 18, 2024, as required by Florida Statute 200.065 on the 2024-2025 Millage Rate; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Lake County has been certified by the County Property Appraiser to the City of Tavares as $1,731,865,984.

NOW THEREFORE, BE IT RESOLVED by the City of Tavares of Lake County, Florida, that:

1. The City of Tavares Fiscal Year 2024-2025 operating millage rate to be levied is hereby set at 7.0500 mills, which millage rate is greater than the rolled back rate of 6.0359 mills by 16.80%.

2. The voted debt service millage rate is set at .1601 mills for Fiscal Year 2024-2025.

3. This Resolution will take effect immediately upon its adoption.

PASSED AND RESOLVED this 18th day of September 2024 by the City Council of the City of Tavares, Florida. Time Adopted: ___________.

____
Bob Grenier, Mayor
Tavares City Council

ATTEST:

____
Susie Novack
City Clerk

Approved as to form:
Lindsay Holt,
City Attorney

AGENDA SUMMARY
TAVARES CITY COUNCIL
9/4/2024

AGENDA TAB NO.: 9

SUBJECT TITLE: Approve Resolution 2024-20 for Tentative Budget for FY 2025 – First Reading (City Administrator)

OBJECTIVE:
To receive public input and consider the approval of Resolution 2024-20 to adopt the Tentative Budget for Fiscal Year 2025.

SUMMARY:
The City Administrator and staff have developed a budget for Fiscal Year 2025 for Council's consideration totaling $67,170,996 that is fully balanced. The proposed budget for FY 2025 includes, among many other items, the following:

1. Similar Level of Service.
2. General Fund millage rate increase (from 6.5950 mills to 7.0500 mills), which is 16.80% above the rollbacked rate.
3. Debt Service millage rate decrease (from .1817 to .1601).
4. Estimated reserve balances that meet GFOA recommendations.
5. Fire Assessment level funded (no rate increase).
6. Employee raises of 8.0%.
7. Two new Police Officers, a new Police Records Assistant, three new Firefighters, a new Fire Inspector, an Engineering Inspector, a Streets Maintenance Worker, a Staff Assistant (for Economic Development), a Library Assistant, a Parks Specialist, and a Facility Specialist.
8. Street paving - $400,000.
9. West End Parking Phase 1, 2, and 3 - $990,040.
10. Expanded programs are cut.

Previously, the City Council discussed the proposed Fiscal Year 2025 Budget at the following public meetings:

- 7/17/2024 – City Council Budget Workshop – (General Fund Budget)
- 7/17/2024 – City Council Budget Workshop – (Set Maximum Tentative Millage rate)
- 8/07/2024 – City Council Budget Workshop – (General, Utility, and Special Revenue Fund Budgets)
- 8/21/2024 – City Council Budget Workshop – (Capital Improvement Plan Presentation)
- 8/21/2024 – City Council Budget Workshop – (Discussion on FY 2025 Proposed Budget)

A Tentative Budget (all funds) has been prepared for the City Council. During the last Budget Workshop City Council added the following items to the proposed budget:

1. West End Parking Phase 1, 2, and 3 - $990,040.

2. Two Picnic Tables at Aesop's Park - $7,933.
3. Four benches at the Cemetery - $8,700.
4. Police Officer - $108,133.

Exhibit A lists all the changes made to the Proposed Budget since it was presented at the July 17th City Council meeting. The changes made have resulted in $109,485 in additional revenue in the General Fund that remain available for appropriation, and $18,776 remaining in the TIF Fund for appropriation. If the additional revenues are not appropriated, they will go back into reserves.

The Final Public Hearing to adopt the FY 2025 Millage Rate and the FY 2025 Budget will be held at 5:05 p.m. on September 18, 2024, at which time the final millage rates will be adopted.

OPTIONS:
Option 1: Take public input and approve the Tentative Budget for Fiscal Year 2025 as reflected in Resolution 2024-20.

Option 2: Take public input and approve the Tentative Budget for Fiscal Year 2025 as reflected in Resolution 2024-20, including any additional changes the Council proposes.

STAFF RECOMMENDATION:
Option 1: Take public input and approve the Tentative Budget for Fiscal Year 2025 as reflected in Resolution 2024-20.

FISCAL IMPACT:
At this point, all budgets are balanced. Changes will require revisions to the Tentative Budget.

LEGAL SUFFICIENCY:
Legally Sufficient

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:
1. Exhibit A - FY 2025 Proposed Budget Updates
2. Resolution 2024-20 - Tentative Budget

Attachments not provided are available to the public upon request to the City Clerk.

FY 2025 PROPOSED BUDGET ADJUSTMENTS

(EXHIBIT A)

GENERAL FUND

REVENUES	**27,555,976**
Increase Ad Valorem revenue due to Property Appraiser's new values and 7.0500 millage rate	367,726
Decrease State estimated revenues for new estimates from State	(20,355)
Increase appropriation from reserves for West End Park Phase 1, 2, & 3	876,920
REVENUES AFTER ADJUSTMENTS	**28,780,267**
EXPENDITURES	**27,555,976**
Add West End Parking Phase 1, 2, & 3 - added by Council 8/21/24	990,040
Add two picnic tables at Aesop's Park - added by Council 8/21/24	7,933
Add four benches at Cemetery - added by Council 8/21/24	8,700
Add Police Officer - added by Council 8/21/24	108,133
EXPENDITURES AFTER ADJUSTMENTS	**28,670,782**
REVENUE REMAINING TO APPROPRIATE (BUDGET SURPLUS)	**109,485**

** A negative value in appropriated reserves represents an increase in the amount of money going towards reserves, and a decrease in the total amount of revenue available.*

TIF FUND

REVENUES	**676,898**
Increase Ad Valorem revenue due to Property Appraiser's new values and 7.0000 millage rate	18,776
REVENUES AFTER ADJUSTMENTS	**695,674**
EXPENDITURES	**676,898**
N/A	
EXPENDITURES AFTER ADJUSTMENTS	**676,898**
REVENUE REMAINING TO APPROPRIATE (BUDGET SURPLUS)	**18,776**

FY 2025 PROPOSED BUDGET ADJUSTMENTS

INFRASTRUCTURE SALES TAX FUND

REVENUES	**2,623,337**
Decreased State estimated revenues for new estimates from State	(106,604)
Increase appropriation of reserves from $27,942 to $134,546* (Uses Reserves)	106,604
REVENUES AFTER ADJUSTMENTS	**2,623,337**
EXPENDITURES	**2,623,337**
N/A	
EXPENDITURES AFTER ADJUSTMENTS	**2,623,337**
REVENUE REMAINING TO APPROPRIATE (BUDGET SURPLUS)	**0**

** A negative value in appropriated reserves represents an increase in the amount of money going towards reserves, and a decrease in the total amount of revenue available.*

RESOLUTION 2024-20

A RESOLUTION ADOPTING THE FINAL BUDGET FOR THE CITY OF TAVARES, FLORIDA, FOR THE FISCAL YEAR 2024 - 2025.

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

WHEREAS, a public hearing on the tentative 2024-2025 budget was held at the Tavares City Hall Council Chambers in the City of Tavares, Florida, Lake County, Florida on Wednesday, September 4, 2024 at 5:05 p.m., as required by Florida Statutes 200.065; and

WHEREAS, the general public was given an opportunity to express its views pertaining to the tentative budget, and

WHEREAS, the City Council approved the tentative budget for 2024-2025, and

WHEREAS, a second public hearing on the proposed 2024-2025 budget was held in the Council Chambers at the Tavares City Hall, 201 East Main Street in the City of Tavares, Florida, on Wednesday, September 18, 2024, at 5:05 p.m.,

NOW, THEREFORE, BE IT RESOLVED that the Budget for 2024-2025 fiscal year for the City of Tavares, Florida is hereby adopted by the Tavares City Council in the amount of $67,170,996 at public hearing this 18th day of September 2024.

Fund Name	Fund Number	Estimated Revenues [1]	Reserve Appropriations [3]	Unappropriated Revenues [2]	Estimated Appropriations/ Expenditures
General Fund	001	27,638,347	$ 1,032,435	$ -	$ 28,670,782
Water/Wastewater Utility	401	13,544,365	-	(24,946)	$ 13,519,419
Water/Wastewater Impacts	441	1,299,721	-	(364,721)	$ 935,000
W/WW RR&I Fund	443	300,000	592,000	-	$ 892,000
SRF Construction Fund	444	-	-	-	$ -
W/WW SRF Loan	445	2,404,478	-	-	$ 2,404,478
Sunset View Fund	447	101,644	25,000	-	$ 126,644
Solid Waste/Sanitation	402	4,495,173	582,979	-	$ 5,078,152
Stormwater	403	2,299,588	-	-	$ 2,299,588
Seaplane Base Fund	405	1,074,638	-	-	$ 1,074,638
Pavilion Fund	406	872,078	-	(15,772)	$ 856,306
Police Education	102	-	-	-	$ -
Community Redevelopment	105	782,261	-	(105,363)	$ 676,898
Police Impacts	110	71,120	75,867	-	$ 146,987
Fire Impacts	111	133,004	5,973	-	$ 138,977
Forfeiture Fund	112	-	-	-	$ -
Park Impacts	114	145,685	-	(145,685)	$ -
Building Permits	115	122,446	-	(122,446)	$ -
Citizen Donation Fund	119	-	-	-	$ -
Fire Assessment Fund	122	2,031,288	-	-	$ 2,031,288
Infrastructure Sales Tax[5]	150	-	-	-	$ -
Grant Fund	151	244,288	-	-	$ 244,288
Infrastructure Sales Tax[5]	152	2,488,791	134,546		$ 2,623,337
ARPA	155	-	-	-	$ -
Debt Service Fund	201	1,186,137	-	(50)	$ 1,186,087
Capital Project Fund	301	-	-	-	$ -
Capital Project Fund[6]	302	-	-	-	$ -
Municipal Police Pension [4]	601	2,816,220	-	(1,108,290)	$ 1,707,930
Firefighter's Pension [4]	602	3,179,557	-	(628,190)	$ 2,551,367
General Employee Pension	603	81,576	-	(74,746)	$ 6,830
Mildred Hunter Trust	605	405	-	(405)	$ -
Wooton Park Playground Trust	606	565	-	(565)	$ -
		$ 67,313,375	$ 2,448,800	$ (2,591,179)	$ 67,170,996
					$ 67,170,996

[1] *Estimated Revenues = anticipated revenue collections.*

[2] Negative Reserve Appropriations assumes unappropriated revenues.

[3] *Positive Reserve Appropriations assumes appropriating (spending) an amount of reserves.*

[4] *Special Revenue Fund.*

[5] *Fund 150 Infrastructure Surtax Revenue collections sunset in December 2017, and begin again in January 2018 (Fund 152).*

This resolution will take effect immediately upon its adoption.

PASSED AND RESOLVED this 18th day of September 2024, by the City Council of the City of Tavares, Florida. Time Adopted: ________P.M.

____

Bob Grenier, Mayor
Tavares City Council

ATTEST:

____

Susie Novack

Resolution #2024-20 Page 2 of 3

City Clerk

____

Approved as to form:
Lindsay Holt.
City Attorney

AGENDA SUMMARY
TAVARES CITY COUNCIL
9/4/2024

AGENDA TAB NO.: 10

SUBJECT TITLE: City Administrator Report

OBJECTIVE:
The City Administrator will inform the City Council on city-related matters.

SUMMARY:
The City Administrator will provide a summary at the meeting.

UPCOMING MEETINGS:

City Council Meeting and Budget Hearing	September 18, 2024, 4:00 p.m., Tavares City Council Chambers (Budget Hearing at 5:05 p.m.)
Planning and Zoning Board Meeting	September 19, 2024, 3:00 p.m., Tavares City Council Chambers
Library Board Meeting	October 9, 2024, 4:00 p.m., Ingraham Center
Code Enforcement Special Magistrate Hearing	September 23, 2024, 4:00 p.m., Tavares City Council Chambers

OUTSIDE AGENCY MEETINGS:

Lake County League of Cities Meeting	September 13, 2024, 12:00 noon, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora
Lake Sumter MPO Governing Board Meeting	October 23, 2024, 2:00 p.m., Suite 175, 1300 Citizens Boulevard, Leesburg
Tavares Chamber of Commerce Business Meeting	September 25, 2024, 11:30 a.m., Tavares Civic Center

CITY EVENTS:
The current 2024 City Event calendar is attached.

OPTIONS:
N/A

STAFF RECOMMENDATION:
N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:
N/A

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:
1. Tavares_2024 Event Calendar_Rvsd 8.22.2024

Attachments not provided are available to the public upon request to the City Clerk.

AGENDA SUMMARY
TAVARES CITY COUNCIL
9/4/2024

AGENDA TAB NO.: 11

SUBJECT TITLE: City Council Member Reports

OBJECTIVE:
To inform the Council on city-related items.

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

OPTIONS:
N/A

STAFF RECOMMENDATION:
N/A

FISCAL IMPACT:
N/A

LEGAL SUFFICIENCY:
N/A

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

Attachments not provided are available to the public upon request to the City Clerk.