



AGENDA
TAVARES CITY COUNCIL
November 20, 2019
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 agenda item titled "Audience to be Heard" for matters not on the Agenda. For further information contact the City Clerk at (352) 742-6209 or snovack@tavares.org)

I. CALL TO ORDER

II. INVOCATION/PLEDGE OF ALLEGIANCE

Tab 1 Pastor Mike Watkins, Friendship C.M.E. Church

III. ELECTION RESULTS

Tab 2 Election Results (City Clerk)

IV. SWEARING IN OF NEW COUNCIL MEMBERS

V. CONVENING OF NEW COUNCIL

VI. ELECTION OF MAYOR

Tab 3 Election of Mayor (City Administrator)

VII. ELECTION OF VICE MAYOR

Tab 4 Election of Vice Mayor (Mayor)

VIII. SEATING OF NEW COUNCIL

Tab 5 Seating Arrangement of the New Council (City Administrator)

IX. SUNSHINE LAW/ETHICS LAW UPDATE

Tab 6 Sunshine and Ethics Law Update (City Attorney)

X. APPROVAL OF AGENDA

XI. PROCLAMATIONS/PRESENTATIONS

Tab 7 Introduction to Mayor's Youth Council and Assignments to Council Members (Mayor)

XII. SWEARING IN BY CITY ATTORNEY AND DISCLOSURE OF EX PARTE

COMMUNICATIONS

XIII. CONSENT AGENDA

- Tab 8 Approval September 18, 2019, October 2, 2019 and October 16, 2019 Meeting Minutes (City Clerk)
- Tab 9 Hamlets of Tavares Subdivision Railroad Crossing Agreements (Community Development)
- Tab 10 Resolution No. 2019-10 - Final Budget Amendment for FY2019 (Finance)
- Tab 11 Request for City support for the Mike Stone Invitational Soccer Tournament at Hickory Point (Economic Development)

XIV. READING OF ALL ORDINANCES/RESOLUTIONS INTO RECORD

XV. RESOLUTIONS

XVI. ORDINANCES - PUBLIC HEARING

First Reading

Second Reading

XVII. GENERAL GOVERNMENT

- Tab 12 Amendment To Extend Current Solid Waste Disposal Agreement With Covanta Lake II (Public Works)
- Tab 13 City Council Consideration of Alternatives for an Amendment to Land Development Regulation Chapter 4 Section 4-45 Notice of Hearing Requirements [Posting of Property] (Community Development)
- Tab 14 Collective Bargaining Agreement with Firefighters
- Tab 15 Ice Vending Machine Services (Public Works)
- Tab 16 Horizon Teams and Board Representation (City Administrator)

XVIII. NEW BUSINESS

XIX. OLD BUSINESS

XX. HISTORICAL PERSPECTIVE

- Tab 17 Tavares Historical Society

XXI. AUDIENCE TO BE HEARD

XXII. REPORTS

- Tab 18 City Administrator Report
- Tab 19 City Council Member Reports

XXIII. 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
11/20/2019**

AGENDA TAB NO.: 1

SUBJECT TITLE: Pastor Mike Watkins, Friendship C.M.E. Church

OBJECTIVE:

Pastor Mike Watkins, Friendship C.M.E. Church, will provide the invocation and lead those present in the Pledge of Allegiance.

SUMMARY:

Pastor Mike Watkins, Friendship C.M.E. Church, 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:

N/A

**AGENDA SUMMARY
TAVARES CITY COUNCIL
11/20/2019**

AGENDA TAB NO.: 2

SUBJECT TITLE: Election Results (City Clerk)

OBJECTIVE:

The City of Tavares Canvassing Board certified the November 5, 2019 election. The City Clerk will read the results into the record.

SUMMARY:

Effective August 15, 2019 at 12:00 noon, the following six candidates for the office of City Council, Seats 2 and 4, qualified to be placed on the ballot for the November 5, 2019 city election:

Seat 2:

- David Boylston
- Lou Buigas
- James Sweezea
- Robert Wolfe

Lou Buigas was elected to serve on the Tavares City Council, Seat 2, for the term 2019-2021. The City of Tavares Canvassing Board certified the results on November 8, 2019. Lou Buigas received 802 votes, David Boylston received 437 votes, James Sweezea received 488 votes and Robert Wolfe received 720 votes.

Seat 4:

- Walter Price, Sr.
- Troy W. Singer

Troy W. Singer was elected to serve on the Tavares City Council, Seat 4, for the term 2019-2021. The City of Tavares Canvassing Board certified the results on November 8, 2019. Troy W. Singer received 1306 votes and Walter Price, Sr. received 1301 votes.

Attached is the City of Tavares Canvassing Board certificate of ballot measure results, witnessed and sealed by the Lake County Supervisor of Elections.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

Legally sufficient.

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

City of Tavares Canvassing Board Certificate of Ballot Measure Results

ATTACHMENTS:

Description

Type

Certified Election Results

Exhibit

OFFICIAL
CITY OF TAVARES CANVASSING BOARD CERTIFICATE OF BALLOT MEASURE RESULTS
STATE OF FLORIDA, LAKE COUNTY

We, the undersigned, constituting the City Canvassing Board of the City of Tavares, do hereby certify that we have this day met in the Office of the Supervisor of Elections, Tavares, Florida, on the 8th day of November, 2019, and proceeded to publicly canvass the votes for the CITY OF TAVARES, as shown on the returns on file at the Lake County Supervisor of Elections Office. We do certify said returns:

RETURN RESULTS

Tavares City Council Seat 2

David Boylston	437
Lou Buigas	802
James Sweeza	499
Robert Wolfe	720

Tavares City Council Seat 4

Walter Price Sr.	1,301
Troy W. Singer	1,306

Tavares Bond Referendum

For Bonds	343
Against Bonds	2,285

Done at Tavares, Florida, County Seat,
Lake County, this the 8th day of November
A.D., 2019.



Roy Stevenson, Council Member



Lindsay Holt, Attorney



Susie Novack, City Clerk



IN WITNESS WHEREOF I have hereunto
set my hand and caused the Seal of the
Office of Supervisor of Elections to be
affixed this 8th day of November, 2019.



D. Alan Hays
Supervisor of Elections

**AGENDA SUMMARY
TAVARES CITY COUNCIL
11/20/2019**

AGENDA TAB NO.: 3

SUBJECT TITLE: Election of Mayor (City Administrator)

OBJECTIVE:

To elect the position of Mayor of City Council

SUMMARY:

Section 3.04 of the City Charter states that “The council shall elect from its members, a Mayor and Vice Mayor” and “the City Administrator shall conduct the election of the Mayor”. The Council has traditionally followed Roberts Rules of Order when conducting meeting and elections.

Based on the Roberts Rules of Order process, the City Administrator will open up the floor for nominations of Mayor. Council members will be invited to nominate any council member including themselves. No second is required for a nomination. Once nominations have been completed the City Administrator will close nominations. Any nominee for Mayor may decline such nomination.

The City Administrator will then offer an opportunity for any audience member or council member who wishes to speak to make comment at this time.

Upon completion of receiving comment, the City Administrator will request a hand vote (raising of the right arm) for each nominee based on the order in which they were received at time of nomination until three or more votes are made for a nominee.

OPTIONS:

- 1) Have the City Administrator entertain nominations for Mayor and call for the vote in the order in which they are made.
- 2) Make a motion for another method of nominations.

STAFF RECOMMENDATION:

Have the City Administrator entertain nominations for Mayor, receive Council and Public comment, and then call for the vote in the order in which they are made.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

Legally sufficient.

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

N/A

**AGENDA SUMMARY
TAVARES CITY COUNCIL
11/20/2019**

AGENDA TAB NO.: 4

SUBJECT TITLE: Election of Vice Mayor (Mayor)

OBJECTIVE:

To elect the position of Vice Mayor of City Council

SUMMARY:

Section 3.04 of the City Charter states that “The council shall elect from its members, a Mayor and Vice Mayor”. The Council has traditionally followed Roberts Rules of Order when conducting meeting and elections.

Based on the Roberts Rules of Order process, the Mayor should open up the floor for nominations of Vice Mayor. Council members should be invited to nominate any council member including themselves. No second is required for a nomination. Once nominations have been completed the Mayor should close nominations. Any nominee for Vice-Mayor may decline such nomination.

The Mayor should then offer an opportunity for any audience member or council member who wishes to speak to make comment at this time. Upon completion of receiving comment, the Mayor should request a hand vote (raising of the right arm) for each nominee based on the order in which they were received at time of nomination until three or more votes are made for a nominee.

OPTIONS:

1. Have the Mayor entertain nominations for Vice Mayor and call for the vote in the order in which they are made.
2. Make a motion for another method of nominations.

STAFF RECOMMENDATION:

Have the Mayor entertain nominations for Vice Mayor, receive council and public comment and then call for the vote in the order in which they are made

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

Legally sufficient.

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

N/A

**AGENDA SUMMARY
TAVARES CITY COUNCIL
11/20/2019**

AGENDA TAB NO.: 5

SUBJECT TITLE: Seating Arrangement of the New Council (City Administrator)

OBJECTIVE:

For the Council to discuss their dais seating arrangement and implement any changes for the year subsequent to the votes on Mayor and Vice Mayor.

SUMMARY:

An opportunity is presented for the Council to discuss their dais seating arrangements and make changes, if any, for the upcoming year.

OPTIONS:

1. Council to discuss and select a dais seating arrangement for the year.
2. Do not discuss.

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

N/A

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

N/A

**AGENDA SUMMARY
TAVARES CITY COUNCIL
11/20/2019**

AGENDA TAB NO.: 6

SUBJECT TITLE: Sunshine and Ethics Law Update (City Attorney)

OBJECTIVE:

To have the City Attorney present an annual update on the Florida Sunshine Law and Ethics Law.

SUMMARY:

The City Attorney annually presents an update on the Sunshine Law including public meeting and public records requirements, the Florida Ethics Law and any recent legislative changes.

In addition, attached is an expanded list of topics that pertain to City Council governance. Below is a link to the Florida Attorney General web site with a link to the Guide to the Sunshine Amendment and Code of Ethics which provides detailed information related to public meetings and public documents.

<http://www.ethics.state.fl.us/Documents/Publications/GuideBookletInternet.pdf?cp=2019117>

Further information on any of these topics or documents or a printed copy of the Sunshine Manual can be obtained by contacting the City Clerk.

OPTIONS:

N/A

STAFF RECOMMENDATION:

That the City Attorney provide a highlight to the Council on Florida's Sunshine and Ethics Law for elected officials.

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

Legally sufficient.

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

1. Sunshine and Ethics List
2. 2019 Commission on Ethics Guide to the Sunshine Law and Ethics

ATTACHMENTS:

Description

Sunshine and Ethics List

2019 Guide to the Sunshine Law and Ethics

Type

Exhibit

Exhibit

Sunshine Law and Ethics Law Update

- A. The Law: All materials made or received by an agency in connection with official business which are used to perpetuate, communicate or formalize knowledge.
- B. Includes:
 - 1. Anything in writing.
 - 2. Tapes and recordings.
 - 3. Photographs and film.
 - 4. Electronic records (email & computer data storage)
- C. Procedures for Production:
 - 1. Public has right to inspect records.
 - 2. Identity of requestor is irrelevant.
 - 3. Must be produced within a reasonable time (allowed to review for exempt information).
 - 4. May charge a fee for cost of reproducing copies and for staff time
- D. Exemptions: Too numerous to list.

IV. Code of Ethics:

- A. Cannot solicit or accept gifts given for purpose of influencing votes or actions.
- B. Cannot do business with own agency.
- C. Cannot use position to secure a special privilege or benefit.
- D. Cannot hold conflicting employment or contractual relationship.
- E. Cannot misuse privileged information.
- F. Cannot appoint, employ, promote or advance relatives.
- G. Cannot vote on any measure which would inure to the special private gain; otherwise, must vote.
- H. Must disclose personal interests, financial interests, clients represented, contributions and honoraria.

- I. Penalties include removal from office, forfeiture of salary, censure, demotion, restitution and civil penalty of up to \$10,000.
- V. Important/Useful Sources of information:
 - A. Florida Municipal Officials' Manual
 - B. Government in the Sunshine Manual
 - C. Guide to Sunshine Amendment and Code of Ethics
 - D. Roberts Rules of Order
 - E. Florida Statutes Online
 - F. Municipal Code Corporation Online Codes
 - G. Florida League of Cities website
 - H. Florida Municipal Attorney's Association website

FLORIDA COMMISSION ON ETHICS



GUIDE to the SUNSHINE AMENDMENT and CODE of ETHICS for Public Officers and Employees

2019

State of Florida

COMMISSION ON ETHICS

Kimberly Bonder Rezanka, *Chair*
Cocoa

Daniel Brady, PH.D. , *Vice Chair*
Miami Shores

Jason David Berger
Palm City

Antonio Carvajal
Tallahassee

Glenton "Glen" Gilzean, Jr.
Orlando

John Grant
Tampa

Joanne Leznoff
Fernandina Beach

F. Shields McManus
Stuart

William "Willie" N. Meggs
Tallahassee

Chris Anderson
Executive Director
P.O. Drawer 15709
Tallahassee, FL 32317-5709
www.ethics.state.fl.us
(850) 488-7864*

*Please direct all requests for information to this number.

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I. HISTORY OF FLORIDA’S ETHICS LAWS

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida’s first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year “to serve as guardian of the standards of conduct” for public officials, state and local. Five of the Commission’s nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

In 2018, Florida’s Constitutional Revision Commission proposed, and the voters adopted, changes to Article II, Section 8. The earliest of the changes will take effect December 31, 2020, and will prohibit officials from abusing their position to obtain a disproportionate benefit for themselves or their spouse, child, or employer, or for a business with which the official contracts or is an officer, partner, director, sole proprietor, or in which the official owns an interest. Other changes made to the Constitution place restrictions on lobbying by certain officeholders and employees, and put additional limits on lobbying by former public officers and employees. These changes will become effective December 31, 2022.

II. ROLE OF THE COMMISSION ON ETHICS

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;
- Prepares mailing lists of public officials subject to financial disclosure for use by Supervisors of Elections and the Commission in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;
- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

III. THE ETHICS LAWS

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.].

A. PROHIBITED ACTIONS OR CONDUCT

1. *Solicitation and Acceptance of Gifts*

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly **accepting** a gift worth more than \$100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec. 112.3148, Fla. Stat.]

However, notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than \$100 that formerly were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

2. *Unauthorized Compensation*

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

3. Misuse of Public Position

Public officers and employees, and local government attorneys are prohibited from corruptly using or attempting to use their official positions or the resources thereof to obtain a special privilege or benefit for themselves or others. [Sec. 112.313(6), Fla. Stat.]

4. Disclosure or Use of Certain Information

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]

5. Solicitation or Acceptance of Honoraria

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to \$5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

B. PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS

1. *Doing Business With One's Agency*

(a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

(b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

2. *Conflicting Employment or Contractual Relationship*

(a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]

(b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]

(c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

3. *Exemptions—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:*

(a) When the business is rotated among all qualified suppliers in a city or county.

(b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter the contract. NOTE: Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.

(c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.

(d) When an emergency purchase must be made to protect the public health, safety, or welfare.

(e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.

(f) When the aggregate of any such transactions does not exceed \$500 in a calendar year.

(g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.

(h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).

(i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.

(j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

4. Additional Exemptions

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.] A qualified blind trust established pursuant to Sec. 112.31425, Fla. Stat., may afford an official protection from conflicts of interest arising from assets placed in the trust.

5. Legislators Lobbying State Agencies

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

6. Employees Holding Office

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

7. Professional and Occupational Licensing Board Members

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

8. Contractual Services: Prohibited Employment

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

9. Local Government Attorneys

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

10. Dual Public Employment

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public

employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES

1. Anti-Nepotism Law

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute “jurisdiction or control” for the purposes of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

2. Additional Restrictions

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

D. POST OFFICE HOLDING AND EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS

1. Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

2. Lobbying by Former State Employees

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the agency with which

they were employed for a period of two years after leaving their positions, unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

- (a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.
- (b) Persons serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

PENALTIES: Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

3. Additional Restrictions on Former State Employees

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]

A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with

any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec.112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

4. Lobbying by Former Local Government Officers and Employees

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of which he or she was an officer for two years after leaving office. Appointed officers and employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]

E. VOTING CONFLICTS OF INTEREST

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

A qualified blind trust established pursuant to Sec. 112.31425, Fla. Stat., may afford an official protection from voting conflicts of interest arising from assets placed in the trust.

F. DISCLOSURES

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

1. FORM 1 - Limited Financial Disclosure

Who Must File:

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

STATE OFFICERS include:

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.; members of the board of Florida is for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.
- 3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

LOCAL OFFICERS include:

- 1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.
- 3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

4) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$20,000 for the local governmental unit.

5) Members of governing boards of charter schools operated by a city or other public entity.

6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.

3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.

5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$20,000.

7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

What Must Be Disclosed:

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When to File:

CANDIDATES for elected local office must file FORM 1 together with and at the same time they file their qualifying papers.

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

Where to File:

Each LOCAL OFFICER files FORM 1 with the Supervisor of Elections in the county in which he or she permanently resides.

A STATE OFFICER or SPECIFIED STATE EMPLOYEE files with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

2. FORM 1F - Final Form 1 Limited Financial Disclosure

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

3. *FORM 2 - Quarterly Client Disclosure*

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

Where To File:

LOCAL OFFICERS file with the Supervisor of Elections of the county in which they permanently reside.

STATE OFFICERS and SPECIFIED STATE EMPLOYEES file with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

4. *FORM 6 - Full and Public Disclosure*

Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of the city council and candidates for these offices in Jacksonville; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over \$1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When and Where To File:

Incumbent officials must file FORM 6 annually by July 1 with the Commission on Ethics. CANDIDATES must file with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

5. *FORM 6F - Final Form 6 Full and Public Disclosure*

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

6. *FORM 9 - Quarterly Gift Disclosure*

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics on the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than \$100, other than gifts from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

7. *FORM 10 - Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses*

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than \$100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity

may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The officer or employee then must disclose this information by filing a statement by July 1 with his or her annual financial disclosure that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year, with the officer's or employee's FORM 1 or FORM 6. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

8. FORM 30 - Donor's Quarterly Gift Disclosure

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than \$100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between \$25 and \$100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable

organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.

However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

9. FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

IV. AVAILABILITY OF FORMS

LOCAL OFFICERS and EMPLOYEES who must file FORM 1 annually will be sent the form by mail from the Supervisor of Elections in the county in which they permanently reside not later than JUNE 1 of each year. Newly elected and appointed officials or employees should contact the heads of their agencies for copies of the form or download it from www.ethics.state.fl.us, as should those persons who are required to file their final disclosure statements within 60 days of leaving office or employment.

ELECTED CONSTITUTIONAL OFFICERS, OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file annually FORM 1 or 6 will be sent these forms by mail from the Commission on Ethics by JUNE 1 of each year. Newly elected and appointed officers and employees should contact the heads of their agencies or the Commission on Ethics for copies of the form or download it from www.ethics.state.fl.us, as should those persons who are required to file their final disclosure statements within 60 days of leaving office or employment.

Any person needing one or more of the other forms described here may also obtain them from a Supervisor of Elections or from the Commission on Ethics, P.O. Drawer 15709, Tallahassee, Florida 32317-5709. They are also available on the Commission's website: www.ethics.state.fl.us.

V. PENALTIES

A. Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$10,000, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

B. Penalties for Candidates

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the ballot, public censure, reprimand, or a civil penalty not to exceed \$10,000, and triple the value of a gift received from a political committee.

C. Penalties for Former Officers and Employees

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed \$10,000, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

D. Penalties for Lobbyists and Others

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to \$5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between \$25 and \$100, may be penalized by a fine of not more than \$5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined \$50 per day per principal for each day the report is late, up to a maximum fine of \$5,000 per report.

E. Felony Convictions: Forfeiture of Retirement Benefits

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

F. Automatic Penalties for Failure to File Annual Disclosure

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of \$25 for each day late the form is filed after September 1, up to a maximum penalty of \$1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

VI. ADVISORY OPINIONS

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

A. Who Can Request an Opinion

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

B. How to Request an Opinion

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

C. How to Obtain Published Opinions

All of the Commission's opinions are available for viewing or download at its website:
www.ethics.state.fl.us.

VII. COMPLAINTS

A. Citizen Involvement

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at www.ethics.state.fl.us. The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can obtain a complaint form (FORM 50), by contacting the Commission office at the address or phone number shown on the inside front cover of this booklet, or you can download it from the Commission's website:
www.ethics.state.fl.us.

B. Referrals

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney. A vote of six of the Commission's nine members is required to proceed on such a referral.

C. Confidentiality

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.

A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

D. How the Complaint Process Works

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

E. Dismissal of Complaints At Any Stage of Disposition

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

F. Statute of Limitations

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

VIII. EXECUTIVE BRANCH LOBBYING

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Paying an executive branch lobbyist a contingency fee based upon the outcome of any specific executive branch action, and receiving such a fee, is prohibited. A violation of this prohibition is a first degree misdemeanor, and the amount received is subject to forfeiture. This does not prohibit sales people from receiving a commission. [Sec. 112.3217, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water management districts are prohibited from using public funds to retain an executive branch (or legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec. 11.062, Fla. Stat.]

Online registration and filing is available at www.floridalobbyist.gov. Additional information about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist Registrar at the following address:

Executive Branch Lobbyist Registration
Room G-68, Claude Pepper Building
111 W. Madison Street
Tallahassee, FL 32399-1425
Phone: 850/922-4987

IX. WHISTLE-BLOWER'S ACT

In 1986, the Legislature enacted a "Whistle-blower's Act" to protect employees of agencies and government contractors from adverse personnel actions in retaliation for disclosing information in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has revised this law to afford greater protection to these employees.

While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

X. ADDITIONAL INFORMATION

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida's ethics laws. The "Sunshine Amendment" is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at www.ethics.state.fl.us.

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing information about the law, the Commission's interpretations of the law, and the Commission's procedures.

XI. TRAINING

Constitutional officers and elected municipal officers are required to receive a total of four hours training, per calendar year, in the area of ethics, public records, and open meetings. The Commission on Ethics does not track compliance or certify providers.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff. A comprehensive online training course addressing Florida's Code of Ethics, as well as Sunshine Law, and Public Records Act is available via a link on the Commission's homepage.

**AGENDA SUMMARY
TAVARES CITY COUNCIL
11/20/2019**

AGENDA TAB NO.: 7

SUBJECT TITLE: Introduction to Mayor's Youth Council and Assignments to Council Members (Mayor)

OBJECTIVE:

To pair each Mayor's Youth Council member with each Council member.

SUMMARY:

Tavares High School has completed their competitive selection process and five students have been chosen to participate in the 2019-2020 Mayor's Youth Council. Each Council member has been provided the student resume's for review and pairing consideration. An additional copy will be provided in the Council folders during the meeting. The Mayor's Youth Council is an introduction program on local government.

Tavares High School has selected the following five (5) students:

- Jamal Adams
- Nicolas Becera
- Gabriella Carranza
- Kaitlyn Dunn
- Shelby Isbill

Also attached is this years syllabus outlining the items that must be completed in order to graduate and receive a certificate.

OPTIONS:

1. Discuss and pair each student.
2. Pair by lottery.

STAFF RECOMMENDATION:

Discuss and pair each student.

FISCAL IMPACT:

None.

LEGAL SUFFICIENCY:

Legally sufficient.

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

1. Jamal Adams Resume
2. Nicolas Becera Resume
3. Gabriella Carranza Resume
4. Kaitlyn Dunn Resume
5. Shelby Isbill Resume

ATTACHMENTS:

Description	Type
Mayors Youth Council Syllabus 2020	Exhibit
Jamal Adams Resume	Exhibit
Nicolas Becera Resume	Exhibit
Gabriella Carranza Resume	Exhibit
kaitlyn Dunn Resume	Exhibit
Shelby Isbill Resume	Exhibit

2020 Mayors Youth Council Syllabus

Name of Student: _____

The Tavares Youth Council is created for educational purposes only. The appointment of members to the Tavares Youth Council is an honorary designation and is not for the purpose of bestowing to them any obligations to or authority of the sovereign. They shall not function as an advisory committee to the Council and their meetings shall be for ceremonial and educational purposes only.

1. Student shall be paired up with one Council member based on their introduction letter and resume. Date paired: _____ Name of Council Member: _____.
2. Student shall attend two (2) Council meetings at the audience level (for at least one hour from 4 pm to 5 pm) during the one school year program. Dates of Meetings: _____.
3. Student shall attend two (2) Council meetings with their paired Council Member at the dais in a "shadowing" capacity (for at least one hour from 4 pm to 5 pm). Date of Meetings: _____.
4. Student shall attend two (2) Council functions outside normal meetings, like a ribbon cutting or groundbreaking ceremony.
Name/Date of Event: _____/
Name/Date of Event: _____/
5. Student shall attend a morning Department Overview Seminar and write a report about the functions of one of the Departments that was presented during the Seminar for the paired Council Member to grade. ***(Attach report. Report shall include a copy of the organizational chart and budget totals including Personnel, Operations, Capital Equipment and total budget for that department which can be obtained from the Finance Department.)***
6. Student shall read the City Charter and write a summary of the Charter for the Council Member to grade. ***(Attach graded summary. Summary shall include the difference between a Council/Manager form of government and a Council/Mayor form of government.)***
7. All five students will hold a mock Council meeting at the end of the program in order to graduate at which they will elect a mock Mayor, Vice Mayor and then run a mock meeting. Council members will be in the audience role playing. Upon completion, student will be presented a Certificate of Completion from the City Council members that mentored the student. Date of Meeting: _____.

This syllabus is submitted as complete with all attachments to the Mayor for consideration of having met the terms and conditions to receive a Certificate of Completion from the Mayor of the City of Tavares.

(Signature of Student)

(Date)

(Signature of Paired Councilmember)

(Date)

Jamal Adams
603 N New Hampshire Ave
Tavares, Fl 32778



OBJECTIVE

Self-motivated, adaptable, high school student seeking an entrepreneurial internship, or an internship regarding a psychological background.

EDUCATION

Tavares High School, Tavares, Florida- expected graduation May 2020

EXPERIENCE

- Publix, Leesburg, Florida — Customer Service Clerk(Front Service Clerk)
August 2018 - Present

Coordinating Skill development

- Tavares Public Library, Tavares, Florida — Assistant Youth Director
2016 - 2018

Volunteer Youth Director aid

- Daystar Family Services, Mount Dora, Florida — File Clerk
2012 - 2015

Volunteer Work

RELEVANT HIGH SCHOOL STUDIES

Spanish I, II

Diversified Career Technology Principles I, II

Keyboarding I, II (Piano)

Advancement Via Individual Determination (AVID)

Honors, Awards, Memberships

Mayor's Youth Council - Tavares, Florida

Varsity Football Captain - Tavares High School 2019

Football Team - Tavares High School 2015 - 2019

Tavares Baseball Team Manager - Tavares High School

Tavares Basketball Team Manager - Tavares High School

Tavares High Ambassador (Leadership Program) - Tavares High School

Nicolas Becerra

603 N. New Hampshire Ave.

Tavares, FL 32778

School phone number: (352) 343-3007



ABOUT ME

I was born in Colombia and came to the United States four years ago. I am currently a senior at Tavares High School. I am planning to attend NYU or the University of California in order to pursue a major in political science or economics with a minor in music. I like to play soccer, make music, and be involved with my school and community.

SKILLS

Leadership and People Skills

- I have been the captain of the school's varsity soccer team for two years and the captain of my club travel soccer team for one year. I am also a section leader in the school's choir program.

Musical

- I play four instruments including the piano, guitar, drums, ukulele, and I also sing.

INTERESTS

Soccer

- I have played high school varsity soccer and competitive travel soccer for four years.

Music

- I have been in the choir program of the school for three years.
- I like to write songs and play instruments in my free time.

General Culture and Trivia

- I joined this competitive trivia club in my senior year.

Debate Club

- I joined this club in my senior year in order to share my perspectives on very important modern topics and have interesting discussions about them.

Academics

- I joined the club National Honors Society, which requires a high level of commitment and responsibility.

WORKING EXPERIENCE

- I have been able to raise money by painting and cleaning several houses.

VOLUNTEERING

- I was able to get involved with kids and spiritual values by being a soccer referee at YMCA.
- I helped the athletes participating in the Special Olympics. This experience brought me understanding and appreciation towards those with intellectual disabilities.
- I helped at my home soccer club with the snack bar and made sure every game ran smoothly.

AWARDS

Academic Excellence

- I have been awarded with this by having over a 3.5 GPA for all of my four years of high school.

MPA Superior

- Our school choir was awarded the highest score in the prestigious evaluation called MPA, in which we were selected to advance to states.

YPA Scholarship

- I got first place in the Young Performing Artists Competition in the category vocalists, for which I was awarded a music scholarship.

Division League

- My soccer club team won our division league.

Gabriella Carranza

603 N New Hampshire Ave
Tavares, FL 32788
(352) 343-3007

ABOUT ME

I am currently a senior at Tavares High School. I plan to attend Florida Gulf Coast University to major in prenatal nursing. I am very excited to be a part of Mayor's Youth Council to further extend my knowledge of our society.

EDUCATION

High School Senior - at Tavares High School

Plan to Attend Florida Gulf Coast University to major in prenatal nursing.

WORK EXPERIENCE

- Babysitting (started in 2014)

INTERESTS, CLUBS

- Band (Marching and Concert)
- Horseback Riding
- Art (Painting and Drawing)
- Help Our Planet Earth (H.O.P.E. Club)

SKILLS

I have been in band for seven years, during middle and high school. As well as having great experience with leadership.

HONORS, AWARDS, MEMBERSHIPS

- Mayor's Youth Council - Tavares High School
- National Honor Society - Tavares High School
- Letterman (Honor Roll) all four years - Tavares High School
- Band Leadership (Brass Captain and Band Colonel) - Tavares High School
- Leadership Academy Ambassador - Tavares High School

Kaitlyn Dunn

About me:

I'm a current sophomore at Tavares Highschool and I'm very excited to be apart of the Youth Mayor's council. I'm 15 years old and a big part of the Big Red Band, and I enjoy taking part in extracurricular activities such as the Youth Mayor's Council. I would have to say I'm doing the Youth Council for the experience and to be more involved in the community, I'd also like to be more educated on our government.

Education: I am a sophomore at Tavares Highschool, I plan to continue my schooling in a Biomedical engineering field.

Skills: I have been riding horses for 10 years, I volunteer at a barn where I do day to day things around the barn, I also have 3 horses at my house, so I also take care of them. I have been apart of the school band for 5 years throughout middle school and high, I play trumpet. I also am apart of the science fair this year, I love conducting experiments in my spare time.

Interests: My interests involve anything with music, learning how things work, especially how we can improve technologies, and I enjoy animals.



Shelby Isbill

Thoughtful and organized multi-tasker with years of experience in different fields. Able to self-motivate, prioritize, and effectively work to complete many tasks calmly under pressure.

EXPERIENCE

Tavares Big Red Band – *Colonel*

August 2016 - Present

- I am fluent in five instruments (soprano saxophone, alto saxophone, tenor saxophone, bari saxophone, and piano)
- I have been in leadership in the band for three years (section leader, woodwind captain, and colonel)
- I have been first chair in the top bands (Red Jazz Band and Wind Ensemble) for four years

Winn Dixie, Tavares – *Retail Associate*

November 2018 - Present

- I have utilized my experience as an associate to learn more about people and the community I live in
- I can manage time and get the job done in an orderly manner even in a busy and hectic environment

Leadership Academy, Tavares High School – *Student Leader*

August 2019 - Present

- I was nominated by faculty and staff to be a student leader
- Only fourteen senior students were chosen to attend the class
- The goal of the class is to be the leaders of the future and to create opportunities and positivity in both our school and the community

EDUCATION

Tavares High School, Tavares – *Senior*

August 2016 - May 2020

I am currently a senior at Tavares High School. I previously attended Tavares Elementary School and Tavares Middle School and have gained experience through my involvement in the schools and community. I have taken a total of seven Advanced Placement and Honors courses and have passed all with above average scores.

AWARDS

Letterman Honors Award (for maintaining a 3.5 GPA or higher throughout the entire school year)

**AGENDA SUMMARY
TAVARES CITY COUNCIL
11/20/2019**

AGENDA TAB NO.: 8

SUBJECT TITLE: Approval September 18, 2019, October 2, 2019 and October 16, 2019 Meeting Minutes (City Clerk)

OBJECTIVE:

To consider approval of the September 18, 2019, October 2, 2019 and October 16, 2019 meeting minutes.

SUMMARY:

Attached are the September 18, 2019, October 2, 2019 and October 16, 2019 meeting minutes as submitted by the City Clerk.

OPTIONS:

1. Move to approve the City Council Regular and Budget Hearing minutes as submitted under the Consent Agenda.
2. Move to approve the City Council Regular and Budget Hearing minutes with corrections.

STAFF RECOMMENDATION:

- For Council approval.

FISCAL IMPACT:

None.

LEGAL SUFFICIENCY:

Legally sufficient.

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

N/A

ATTACHMENTS:

Description	Type
September 18, 2019 Meeting Minutes	Exhibit
October 2, 2019 Meeting Minutes	Exhibit



**TAVARES CITY COUNCIL
MEETING MINUTES
SEPTEMBER 18, 2019 – 4:00 PM
TAVARES CITY HALL COUNCIL CHAMBERS
201 EAST MAIN STREET, TAVARES**

COUNCIL MEMBERS PRESENT

**Troy Singer, Mayor
Lori Pfister, Vice Mayor
Amanda Boggus, Council Member
Kirby Smith, Council Member - *Absent*
Roy Stevenson, Council Member**

STAFF PRESENT

**John Drury, City Administrator
Bob Williams, City Attorney
Susie Novack, City Clerk
Mike Fitzgerald, Community Development Director
Bob Tweedie, Economic Development Director
Tamera Rogers, Community Services Director
Lori Houghton, Finance Director
Richard Keith, Fire Chief
Stoney Lubins, Police Chief
James Dillon, Public Works Director
Phil Clark, Utilities Director
Crissy Bublitz, Human Resources Director
Mark O'Keefe, Public Communications Director**

TAVARES HISTORICAL SOCIETY

Betty Burleigh, Librarian/Historian and Board Member

I. CALL TO ORDER

Mayor Singer called the meeting to order at 4:00 p.m. He asked those present to silence their cell phones and noted hearing devices are available. Mayor Singer asked those who would like to speak on an agenda item to complete a Request to Speak form.

II. INVOCATION/PLEDGE OF ALLEGIANCE

Tab 1. Reverend Kenneth H. Frey, Union Congregational Church, United Church of Christ

Reverend Kenneth H. Frey, Union Congregational Church, United Church of Christ, provided the invocation and led those present in the Pledge of Allegiance.

III. APPROVAL OF AGENDA

Mr. Drury said staff had no changes to the Agenda.

MOTION

Lori Pfister moved to approve the Agenda, seconded by Amanda Boggus. The motion carried unanimously 4-0.

IV. PROCLAMATIONS/PRESENTATIONS

None.

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

Attorney Williams stated there was one quasi-judicial matter before Council at second reading [Tab 4 – Ordinance 2019-17 – Rezoning – 11.55 Acres East of SR19, West of CR561, 140 Feet North of Daily Drive – Amsdell Storage, LLC]. He gave the oath to those who wished to provide testimony.

Attorney Williams asked Council if they had any exparte communications to disclose. The following disclosures were made:

- Vice Mayor Pfister Pfister – None.
- Council Member Boggus – None.
- Council Member Stevenson – None.

Mayor Singer declared a conflict of interest as his wife leases space from the applicant for business purposes.

VI. READING OF ALL ORDINANCES/RESOLUTIONS INTO THE RECORD

VII. CONSET AGENDA

Mayor Singer asked for comments from the audience regarding any item on the Consent Agenda. There were none.

MOTION

Amanda Boggus moved for approval of the Consent Agenda [Tab 2 - August 7, 2019 Regular and Budget Workshop Meeting Minutes; Tab 3 – Verandah Park – Final Plat], seconded by Roy Stevenson. The motion carried unanimously 4-0.

Tab 2. Approval of the August 7, 2019 City Council Regular and Budget Workshop Meeting Minutes

Approved on the Consent Agenda.

Tab 3. Verandah Park – Final Plat

Approved on the Consent Agenda.

VIII. RESOLUTIONS

None.

IX. ORDINANCES – PUBLIC HEARING

First Reading

None.

Second Reading

Tab 4. Ordinance 2019-17 Rezoning 11.55 Acres – Amsdell Storage, LLC – East of SR19, West of CR 561

Mr. Fitzgerald made the following presentation:

The subject property consists of approximately 11.55 acres located east of SR-19, west of CR-561, approximately 140 feet north of Dailey Drive. The property is currently owned by Amsdell Storage Ventures XXXIV, LLC and contains one (1) commercial building, nine (9) self-storage mini warehouse buildings, and approximately three (3) acres of vacant land. The property is zoned as a Planned Industrial Development (PD) per Ordinance 1998-10, amended by Ordinances 2004-18 & 2017-19 allowing a mixture of commercial uses and industrial storage uses. The owner of the property wishes to eliminate the commercial portion and convert the building to additional personal storage capacity. In addition the owner is proposing to construct new mini-warehouse storage buildings and RV & boat parking

areas on the vacant parcels. The applicant is requesting a rezoning from Planned Development (PD) to Industrial (I) as result of eliminating the commercial aspect and proposing increased industrial storage use that is limited under the current Planned Development. The property is surrounded by a mixture of industrial, commercial, and residential property.

Any development of the property will be in accordance with the City's Land Development Regulations. Prior to the issuance of any Building Permits for this property compliance with all applicable regulations will be required.

The underlying Future Land Use designation of Industrial (IND) does not change and is compatible with the requested Industrial (I) zoning district.

Mayor Singer declared a conflict of interest and said his wife leases a unit from the applicant for business purposes.

Mayor Singer passed the gavel to Vice Mayor Pfister.

Vice Mayor Pfister asked for questions or comments from the Council. There were none.

Vice Mayor Pfister asked for questions or comments from the audience. There were none.

MOTION

Amanda Boggus moved for approval of Ordinance 2019-17, seconded by Roy Stevenson. The motion carried 3-0 with Troy Singer abstaining.

Vice Mayor Pfister passed the gavel back to Mayor Singer.

Tab 5. Ordinance 2019-18 Water, Wastewater, Reclaim Utility Rate Study

Ms. Houghton made the following presentation:

In order to meet revenue sufficiency requirements for Water, Wastewater, Reclaim, and Stormwater debt (bank loans, bonds, and State Revolving Loans), a utility rate study for the Utility Funds is generally accomplished every five (5) years.

A Rate Study was completed in May 2009 and presented to the City Council on June 18, 2009. This study recommended automatic annual rate increases for water, wastewater and reclaim water of 1% + CPI. Council approved this recommendation.

A subsequent Rate Study was completed in September 2014, and presented to the City Council on November 9, 2014. This Rate Study

recommended no change to Ordinance 2009-22, therefore automatic rate increases of 1% + CPI remained in effect. Council approved this recommendation.

On August 21, 2019, a current Rate Study was presented to the City Council by the City's Rate Consultants, Mike Rocca, Principal Consultant and Joe Williams, Senior Consultant of Raftelis. The Study recommends a small decrease in water rates, but a small increase in wastewater rates. The Study recommends suspending the automatic 1%+CPI increases until October 2023, and implementing proposed rates that provide for an average combined rate increase over a four year period of approximately 1.95% for a residential customer with monthly consumption of 4,000 gallons.

FISCAL YEAR	WATER RATES	WASTEWATER RATES	COMBINED*
<i>FY 2019-2020</i>	<i>-1.00%</i>	<i>5.50%</i>	<i>3.05%</i>
<i>FY 2020-2021</i>	<i>0.00%</i>	<i>5.50%</i>	<i>3.46%</i>
<i>FY 2021-2022</i>	<i>0.00%</i>	<i>2.00%</i>	<i>1.34%</i>
<i>FY 2022-2023</i>	<i>0.00%</i>	<i>0.00%</i>	<i>0.00%</i>
4-Year Average			1.95%

****Table Assumes Monthly Consumption of 4000 Gallons***

Ordinance Number 2019-18 has been prepared based on the City's Rate Consultant's recommendations and as presented to the City Council. Ordinance 2019-18 includes proposed rate tables for Reclaim, Water, and Wastewater rates, and provides for an implementation date of October 1, 2019 for the proposed rates.

Ms. Houghton introduced Mike Rocca and Joe Williams of Raftelis Financial Consultants. Mr. Rocca provided a high-level overview of past and the existing rate studies. He noted past rates were adjusted by the rate of inflation plus 1%. He said the city has been successful in avoiding major rate increases by implementing this plan over time. Mr. Rocca noted major capital improvements to water and wastewater systems are funded through rate adjustments and costs are equitable and reasonable as required by Florida statutes. Mr. Rocca said that during the current rate study it was determined that the amount of revenue to be generated could be reduced due to both good management and growth of the system. Mr. Rocca said that a rebalancing is now necessary that will generate the amount of revenues needed to continue to address covenants.

Mr. Williams said there are still a significant amount of capital projects for the city to complete over the next five years. He said FRS low interest and low-cost loans can be spread over generations who will benefit from those projects. Under the current ordinance the increase is expected to be a 3.5% average each year and Raftelis

recommends a water reduction and then holding the rate constant. He said it is recommended that wastewater increasing the first two years and the reduced the second two years for a total average increase of water and wastewater at 1.95% each year, which is less than the current ordinance.

Mayor Singer asked for confirmation that the recommendation is to reduce rates through Ordinance 2019-18 to an average of 1.95% each year, and if the city stays with the current ordinance then the rates will increase. Mr. Williams confirmed.

Jim Kehrig, 705 Juniper Way, said most homeowners in Tavares are retired and there are a significant number of seasonal citizens who do not use water for a portion of the year.

Rodney Diehl, 2400 Baywater, asked how water used by the Tavares Pavilion on the Lake is funded.

Mr. Drury noted the rates would increase on average 1.95% over a four-year period. He noted the inflation rate is 2% and the increase is consistent with the national inflation rate. Mr. Drury said the proposed rate is less than Umatilla and Mount Dora and the same as Eustis. Seasonal citizens are still charged the base rate as there is a cost to maintain the system and repay loans and bonds. Those residents are not charged for the water they do not use.

Mr. Drury noted the Pavilion is its own enterprise and operationally at its best in its history. He said the hope is that next year the Pavilion will break even operationally regarding income and expenses. He noted the Pavilion does not fund the water department and the water department does not fund the Pavilion. Mr. Drury asked those audience members who have additional questions to contact him. He said he is available any time with or without an appointment. Mayor Singer said the audience is also welcome to email or call each Council member.

Mayor Singer asked for the average increase per year under the current ordinance. Ms. Houghton said 2.93%. Ms. Houghton said the funds are used for water and wastewater operations, debt service and normal costs in the budget. She said they are not considered restricted but an operational fund with the pledge to fund debt.

Vice Mayor Pfister asked when the next rates study will be conducted. Ms. Houghton said the next study will begin in 2023.

MOTION

Lori Pfister moved to approve, seconded by Amanda Boggus. The motion carried unanimously 4-0.

X. GENERAL GOVERNMENT

Tab 6. School Resource Officer

Lt. Jones made the following presentation:

The Tavares Police Department (TPD) provides one police officer to the Tavares Elementary School as a school resource officer (SRO). This is the second year in which TPD provided such services.

The primary difference this year is that the LCSB will pay 100% of the cost of an SRO for the months that school is in session. This will be \$58,162.00.

Mr. Drury said an updated agenda summary was available in each Council member's folder.

Mayor Singer asked for questions from Council. There were none.

MOTION

Lori Pfister moved for approval, seconded by Roy Stevenson. The motion carried unanimously 4-0.

Tab 7. Tavares Opt-Out Option Regarding the Eustis ISBA

Mr. Drury made the following presentation:

Previously The City negotiated an Inter-local Service Boundary Agreement (ISBA) with Lake County and the surrounding cities of Tavares including Eustis. The agreement was successfully negotiated and executed by all the parties (Lake County, Tavares and surrounding Cities). The ISBA sets the future boundaries of a City.

Eustis is now negotiating an ISBA with Lake County. Attached is Eustis' resolution initiating ISBA negotiations with Lake County and Lake County's responding resolution. The Eustis ISBA is requesting:

- 1. Designation of all of the existing Eustis Joint Planning Area (JPA) as depicted in Exhibit A as the Interlocal Service Boundary Area, and*
- 2. Voluntary annexation of contiguous properties including annexation that creates enclaves and E-911 system addressing standards.*

Lake County has invited Tavares to the Eustis negotiations table in the formation of the Eustis ISBA which is protocol on ISBA formation. Both resolutions and the proposed boundary shown on Page 4 of Resolution 19-43, limits the proposed Eustis ISBA boundary to current Eustis Joint

Planning Area (JPA) which has been in existence since 1987. Therefore, as the ISBA proposed by Eustis will not affect Tavares, the invitation by Lake County to Tavares to participate in negotiations on the Eustis ISBA should be respectively declined in staff's opinion.

Mr. Drury noted the Eustis ISBA will not affect Tavares and believes the invitation should be declined.

Council Member Stevenson asked if a letter could be forwarded reflecting Tavares appreciation for the invitation and respectfully declining. Mr. Drury confirmed.

MOTION

Lori Pfister moved to approve Option 1 [City Council to opt out of negotiations on Eustis ISBA creation], seconded by Roy Stevenson. The motion carried unanimously 4-0.

Tab 8. "Impact Lake" invitation to Road Maintenance Funding Information Session

Mr. Dillon made the following presentation:

Attached in an invitation to elected officials for a road funding program information session on the 5-cent gas tax local option. Staff seeks information on how many Council members will be attending so as to properly advertise the attendance if more than one member plans to attend.

Mr. Dillon said staff is seeking Council members who would like to attend Impact Lake and said he is available for questions.

Mayor Singer said Lake County is conducting a study regarding a 5-cent gas tax. Mr. Drury said this is an invitation to meet with Lake County and each municipality to discuss whether a 5-cent local option gas tax is a resource that should be explored for funding Lake County roads, of which a portion would come to all of the municipalities. He said the informational meeting is scheduled to be held Clermont on October 16, 2019. Mr. Drury noted he and Mr. Dillon will also be attending the meeting and will report back to the Council.

Mayor Singer and Council Member Stevenson said they would attend.

Tab 9. Legislative Delegation Meeting

Mr. Drury made the following presentation:

Attached is an invitation to attend and present to the Lake County Legislative Delegation which is made up of Senator Stargel, Senator

Baxley, Representative Sullivan, Representative Sabatini and Representative Hage.

An opportunity is presented to discuss who will attend, present and what information should be presented. Below are some issues and funding request for consideration.

Issues to present:

- 1. Crossing Golf Carts over state roads at safe intersections where the city has a golf cart ordinance.*
- 2. Support the State Aviation Grant program that keeps our Airports and Seaplane bases connected together to improve transportation and economic development.*

Grant Funding Request:

- 1. Storm Water Improvements \$750,000*
- 2. History Museum \$2 million*
- 3. Senior Center \$\$1.6 million*
- 4. Library Expansion \$2 million*

Mr. Drury said an opportunity is presented to discuss who will attend a Lake County Delegation session at Lake Sumter State College. Mr. Drury said he has identified the following issues for Council to consider:

- Golf Cart Crossing Over State Roads - The city has gained approval for crossing SR 19 and is looking to include US 441.
- State Aviation Program - The city relies on the state aviation program to grow America's Seaplane City and look to our legislative delegation to continue to support the state aviation grant program. Mr. Drury said Tavares is one of few airports who receive grants from the state aviation program.
- Phase II Stormwater Program – The stormwater runoff program has been completed from Tavares High School to the lakefront. Mr. Drury said the stormwater needs to be extended to US 441. He said he would like to look at a \$750,000 grant for the High School and north. When a stormwater is repaired then roads are repaved and many roads in the downtown are repaved through stormwater grants.
- History Museum – The Tavares History Museum is moving into the train station the Fire Department was located. Grant Funding Request is \$2 million dollars.
- Senior Center – Moving Forward. Grant funding request is \$1.6 million dollars.
- Library Expansion – Moving Forward. Grant funding request is \$2 million dollars.

Mr. Drury said he is asking Council to approve these initiatives and then rank the four grant funding requests. He noted stormwater has a higher chance of statewide legislative appropriations rather than local programs.

Council Member Boggus noted her support for the grant fund ranking as presented.

Council Member Stevenson said he could attend the legislative meeting.

Vice Mayor Pfister said she is in support of the grant fund ranking and is interested in attending the legislative meeting.

Mayor Singer said he is in support of the grant fund ranking as presented and said he would like to attend.

MOTION

Lori Pfister moved to approve Option 1, accepting the ranking [1. Storm Water Improvements \$750,000, 2. History Museum \$2 million, 3. Senior Center \$1.6 million, 4. Library Expansion \$2 million] with Mayor Singer, Vice Mayor Pfister and Council Member Stevenson attending, seconded by Amanda Boggus. The motion carried unanimously 4-0.

XI. NEW BUSINESS

None.

XII. OLD BUSINESS

None.

XIII. HISTORICAL PERSPECTIVE

Tab 12. Tavares Historical Society

Ms. Burleigh provided a historical perspective on the Tavares & Gulf Railroad including the following highlights:

- 1881 - named the Tavares, Brookfield & Gulf Railroad.
- 1885 - named the Tavares, Apopka & Gulf Railroad.
- 1900 - named the Tavares & Gulf Railroad.
- In the early 1900's the railroad was in poor condition and there were frequent derailments.
- 1934 until its end, the Tavares & Gulf Railroad shared the depot facility with the Seaboard at Tavares.
- The last steam engine was sold for scrap July 1952.
- The final run for the Tavares & Gulf Railroad was December 29, 1969.

Ms. Burleigh commended Mr. O'Keefe on a recent city newsletter.

XIV. AUDIENCE TO BE HEARD

Lou Buigas, Ianthe Street, said Friday, September 20, 2019 at 6:00 p.m. will be the first annual Hispanic Heritage art opening at the Lake County Museum of Art. She invited all those present to attend.

XVI. REPORTS

Tab 13. City Administrator

Mr. Drury noted three (3) Council Members will be present at the October 2, 2019 City Council meeting as Mayor Singer and Council Member Boggus will be attending the America in Bloom Symposium.

Mr. Drury noted October 16, 2019 will be Council Member Smith's last City Council meeting. He said a farewell event will be held at 3:00 p.m. at City Hall just prior to the meeting and invited all who were present to attend and wish Council Member Smith well in his new endeavor.

Mr. Dillon said new city limit signs had been installed on all state roads in Tavares.

Ms. Rogers said Friday, September 20, 2019, is multi-layered evening of arts and culture with a concert to be held in Tavares Square.

Attorney Williams said a neighbor to the Garber rezoning and annexation that was recently approved by Council filed an appeal in the circuit court. He said his response is due in thirty (30) days.

Tab 14. City Council Member Reports

Council Member Stevenson commended Mr. O'Keefe on a recent city newsletter that included city projects. He said there are so many wonderful projects underway in the city.

Mayor Singer adjourned the meeting for a five (5) minutes recess at 4:58 p.m.

Mayor Singer re-adjourned the meeting at 5:05 p.m.

XV. BUDGET WORKSHOP

Tab 10. Public Hearing to Adopt Resolution 2019-07 Final Millage – FY 2019-2020

Mr. Drury provided the following budget highlights:

- The proposed debt service millage rate is decreased
- The proposed property tax rate is decreased

- The proposed 1.6% operational budget increase is less than the current inflation rate and significantly less than the forecasted inflation rate for the year the budget covers
- The proposed reserves for the City is increased
- The Florida Benchmarking Consortium continues to identify Tavares as one of the most efficient cities when compared to other Florida cities of similar size
- The budget addresses expanding the library, history museum, senior services program and the road paving program as well as rebuilding the Wooton Wonderland playground
- Calls for a complete rebuild of the Seaplane Base & Marina with 98% of the cost being paid by insurance proceeds
- Property values continue to grow in the city
- Due to the city's economic development program, new business startups including manufacturing and medical are at an all-time high including the newest downtown manufacturing company, Sunday Cool, which opened its doors with 65 new employees
- The Lake County Property Appraiser indicated Tavares had more businesses open in the past year than any other city in Lake County
- The Lake County Property Appraiser indicated Tavares has the greatest proposed millage rate decrease of any other city in Lake County

Ms. Novack read the following resolutions in their entirety on their second and final reading:

RESOLUTION 2019 - 07

A RESOLUTION ADOPTING A FINAL MILLAGE RATE OF 6.9500 FOR THE CITY OF TAVARES, FLORIDA, FOR AD VALOREM TAXES FOR FISCAL YEAR 2019-2020; 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 6, 2019, adopted the 2019-2020 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, 2019, as required by Florida Statute 200.065 on the 2019-2020 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 \$978,291,217.

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

1. The City of Tavares Fiscal Year 2019-2020 operating millage rate to be levied is hereby set at 6.9500 mills, which millage rate is greater than the rolled back rate of 6.7733 by 2.61%.
2. The voted debt service millage rate is set at .2932 mills for Fiscal Year 2019-2020.
3. This Resolution will take effect immediately upon its adoption.

RESOLUTION 2019-08

A RESOLUTION ADOPTING THE FINAL BUDGET FOR THE CITY OF TAVARES, FLORIDA, FOR THE FISCAL YEAR 2019 - 2020.

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

WHEREAS, a public hearing on the tentative 2019-2020 budget was held at the Tavares City Hall Council Chambers in the City of Tavares, Florida, Lake County, Florida on Friday, September 6th, 2019 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 2019-2020, and

WHEREAS, a second public hearing on the proposed 2019-2020 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, 2019, at 5:05 p.m.,

NOW, THEREFORE, BE IT RESOLVED that the Budget for 2019-2020 fiscal year for the City of Tavares, Florida is hereby adopted by the Tavares City Council in the amount of \$73,818,967 at public hearing this 18th day of September, 2019.

This resolution will take effect immediately upon its adoption.

Ms. Houghton made the following presentation:

The City Administrator and his staff have developed a budget for Fiscal Year 2020 for Council's consideration totaling \$73,818,967 that is fully balanced, and includes a fully balanced General Fund Budget of \$19,169,250. The Budget includes, among many other items, the following:

- 1. Similar Level of Service*
- 2. General Fund millage rate decrease (from 7.1119 to 6.950).*
- 3. Debt Service millage rate decrease (from .3052 to .2932).*
- 4. Increased reserve appropriations by \$42,832*
- 5. Fire Assessment level funded (no rate increase)*
- 6. Employee raises of 3.75%*
- 7. Healthcare increased cost of 3% for the Employer and the Employee*
- 8. Two new positions that are primarily funded by Enterprise Fund transfers:*
 - 1. Staff Accountant / Billing Analyst (FT)*
 - 2. Warehouse / Customer Service Assistant (PT)*
- 9. Increasing street paving budget from \$172,000 (plus grants) to \$225,000 (plus grants)*
- 10. Library expansion*
- 11. History Museum preliminary design services for grant application.*
- 12. Senior Center preliminary design service for grant application*
- 13. A new Public Works Facility*
- 14. Rebuilding the Seaplane Base and Marina*
- 15. Three new Police cars*
- 16. A new Beats On the Bricks Event*
- 17. Cemetery Improvements/Restrooms*
- 18. Rebuilding Wooton Wonderland Children's Playground*
- 19. Expanded Christmas lighting program*
- 20. Expanded 4th of July Fireworks program*

Previously the City Council discussed the proposed Fiscal Year 2020 Budget at the following public meetings:

- July 3rd – City Council Budget Workshop – (General Fund Presentation)*
- July 17th – City Council Budget Workshop – (Enterprise and Special Revenue Funds Presentation)*
- July 24th – City Council Budget Workshop – (Set Maximum Tentative Millage Rate)*
- August 7th – City Council Budget Workshop – (Capital Improvement Plan Presentation)*
- August 21st – City Council Budget Workshop*
- September 6th - First Public Hearing to Approve Tentative Millage Rate*

A Final Budget (all funds) has been prepared for the City Council based on discussions at the previous City Council Budget Workshops, and all subsequent changes have been included.

Approval of Resolution 2019-07 will set the Final Millage Rate for the Fiscal Year 2020 Budget.

Mr. Drury noted two audience members completed Request to Speak forms and said after the floor will be opened to the general public.

Darwin Bayston, 331 Shorewood Drive, thanked Mr. Drury, Ms. Houghton and Brett Jones, Budget Analyst for meeting with him and said they spent a substantial amount of their day accommodating his questions. He said he hopes everyone can come away with some general understanding of what is trying to be done for the city by the Council and management team that makes Tavares a great place to live. He said his comments are not meant to be critical or personal. He said the budget reflects an aggressive program and a plan that was developed several years ago for the downtown. He said residents experience a different picture outside of the downtown area. He said the road paving division is small and recommended the city conduct citizen surveys.

Vice Mayor Pfister left the meeting at 5:20 p.m.

Vance Jochim, 12619 Milwaukee Avenue, said the city has discussed increasing water and wastewater rates as well as making money operationally on the Pavilion but failed to include the allocation for debt for building the facility. He discussed Groveland and Lake County outsourcing services. He said the city approves high density development in areas that are unincorporated and does not listen to the surrounding county residents. He said the Lake County Property Appraiser reflects Tavares evaluations increasing 10.15% and said the homeowners will incur a tax increase because of the evaluation increase.

Mayor Singer asked for anyone in the audience who wishes to speak to step up to the podium.

Ralph Smith, 111 Lakeview Lane, said he has been a business owner in Tavares for 33 years. He said Mr. Drury is honest and transparent and the Tavares budget is better than some in the area. He noted a cut list and said there are plans for a \$520,000 improvement to concessions and a restroom at Woodlea Field and felt that was high.

Gary Santoro, Royal Harbor, commended the Council and staff and said job well done.

MOTION

Roy Singer moved to approve Resolution 2019-07 setting the final Millage Rate for Fiscal Year 2019-20, seconded by Amanda Boggus.

Mayor Singer thanked staff for a wonderful job. He said the Council asked for a lower millage rate and it was accomplished.

The motion carried unanimously 3-0 at 5:33 p.m., with Lori Pfister absent.

Tab 11. Public Hearing to Adopt Resolution 2019-08 Final Budget – FY 2019-2020

Mr. Drury said there are two audience members who filled out Request to Speak forms. Vance Jochim passed.

Mayor Singer asked if any other audience members would like to speak. There were none.

Mayor Singer inquired about the extra monies from the Police Resource Officer savings. Council Member Boggus and Mayor Singer said they would like to place the monies in reserves.

Mayor Singer advised Ms. Houghton to place the \$18,152 savings from the Police Resource Officer into reserves. Ms. Houghton confirmed and said the total reserve appropriations to the General Fund for the year would be \$69,994.

MOTION

Amanda Boggus moved to adopt Resolution 2019-08, final budget for Fiscal Year 2019-2020 with the changes discussed, seconded by Roy Stevenson. The motion carried unanimously 3-0 at 5:36 p.m. with Lori Pfister absent.

XVII. ADJOURNMENT

There was no further business and Mayor Singer adjourned the meeting at 5:36 p.m.

Respectfully submitted:

Susie Novack, MMC/FCRM
City Clerk



**TAVARES CITY COUNCIL
MINUTES
OCTOBER 2, 2019 – 4:00 PM
TAVARES CITY HALL COUNCIL CHAMBERS
201 EAST MAIN STREET, TAVARES**

COUNCIL MEMBERS PRESENT

Troy Singer, Mayor - *Absent*
Lori Pfister, Vice Mayor
Amanda Boggus, Council Member - *Absent*
Kirby Smith, Council Member
Roy Stevenson, Council Member

STAFF PRESENT

John Drury, City Administrator
Bob Williams, City Attorney
Susie Novack, City Clerk
Mike Fitzgerald, Community Development Director
Bob Tweedie, Economic Development Director
Tamera Rogers, Community Services Director
Lori Houghton, Finance Director
Richard Keith, Fire Chief
Stoney Lubins, Police Chief
James Dillon, Public Works Director
Phil Clark, Utilities Director
Mark O'Keefe, Public Communications Director

TAVARES HISTORICAL SOCIETY

Betty Burleigh, Librarian/Historian and Board Member

TAVARES CHAMBER OF COMMERCE

J. Scott Berry, Executive Director

I. CALL TO ORDER

Vice Mayor Pfister called the meeting to order at 4:00 p.m. She asked those present to silence their cell phones and noted hearing devices are available. Vice Mayor Pfister

asked those who would like to speak on an agenda item to complete a Request to Speak form.

II. INVOCATION/PLEDGE OF ALLEGIANCE

Tab 1. Evan Ryan, Church of Nazarene

Pastor Even Ryan, Church of Nazarene, provided the invocation and led those present in the Pledge of Allegiance.

III. APPROVAL OF AGENDA

Attorney Williams said he would like to walk on an easement for Holiday Mobile Home Park for Council's consideration. Mr. Drury said staff would like to add agenda item 7a to discuss the Utility Easement.

MOTION

Kirby Smith moved to approve the Agenda with the addition of Tab 7a, seconded by Roy Stevenson. The motion carried unanimously 3-0.

IV. PROCLAMATIONS/PRESENTATIONS

Tab 2. Tavares Chamber of Commerce Update

Mr. Berry said the recent Business of the Year Gala was a great success with over 200 in attendance. He thanked the city representatives who were able to attend. Mr. Berry noted the annual Taste of Tavares will be held November 14, 2019 and an election candidate forum will be held October 17, 2019.

Council Member Smith commended Mr. Berry on the Business of the Year Gala.

Tab 3. Recognize and Proclaim October 7-11, 2019 as Customer Service Week in the City of Tavares

Vice Mayor Pfister read a proclamation declaring October 7-11, 2019 as Customer Service Week in the City of Tavares in its entirety. Mayor Pfister presented the proclamation to Ms. Houghton and her team.

Ms. Houghton thanked Vice Mayor Pfister and said the Finance Department is committed to provide excellent customer service.

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

Attorney Williams stated there were no quasi-judicial matters before Council.

VI. READING OF ALL ORDINANCES/RESOLUTIONS INTO THE RECORD

None.

VII. CONSET AGENDA

MOTION

Roy Stevenson moved to approve the Consent Agenda [Tab 4 – Approval of the August 21, 2019 Regular and Budget Workshop Meeting Minutes], seconded by Kirby Smith. The motion carried unanimously 3-0.

Tab 4. Approval of the August 21, 2019 Regular and Budget Workshop Meeting Minutes

Approved on the Consent Agenda.

VIII. RESOLUTIONS

None.

IX. ORDINANCES – PUBLIC HEARING

First Reading

None.

Second Reading

None.

X. GENERAL GOVERNMENT

Tab 5. City Council Consideration and Recommendation of an Amendment to Land Development Regulation Chapter 4, Section 4-45, Notice of Hearing Requirements – Posting of Property

Mr. Fitzgerald made the following presentation:

City staff is required to follow Notice of Public Hearing requirements that are outlined in Florida Statutes and the City's Land Development Regulations for Public meeting agenda items that pertain to property annexation, rezoning, and land use changes. The notice requirements include newspaper ads, mail to abutting property owners within 150-300 feet, and posting signs at subject properties notifying the Public of the date, time, and

place of the Public hearing, and a brief description of the proposed action. Per the City's Land Development Regulations City staff is required to have signs posted at properties for notice of Public hearing, however Florida Statute does not include that requirement. City staff is requesting City Council's consideration and recommendation of an amendment to the City's Land Development Regulations Notice of Hearing Requirements eliminating the requirement for signs to be posted at properties subject to Public hearings as this requirement is not found in Florida Statutes.

Of particular concern is enforcement. Once the signs are posted it can be and has been alleged that persons remove them. Once that occurs parties file complaints that the project was not noticed properly. It is virtually impossible for the city to monitoring the signs 24/7 over the 10-day posting period.

Staff is of the opinion that the notices in the paper, letters to surrounding property owners, public Planning and Zoning meetings and two public readings at the City Council meetings provide adequate public notice consistent with law.

Mr. Drury said staff brought this item forward for discussion, dialogue and public input on improving the process. He said signs are important and the public needs to be noticed with all parties feeling that it is done correctly. He noted two City Council members are not present as they are representing the city at the America in Bloom conference. He said an option is to have a preliminary discussion with public input and suggestions on improving the way signs are posted so that the public is noticed properly, and then table the item to the next meeting where a full Board will be present for additional discussion.

Vice Mayor Pfister asked for comments from Council.

Council Member Smith said he is not in support of removing signage.

Council Member Stevenson said there is currently an ordinance that states a sign must be in place. He noted his preference to change the posting from a requirement to a courtesy so that the city can comply with city ordinances and state law.

Mr. Drury said the city requires signs posted on the property every 100 feet for 10 days prior to public meetings. He said signs are found to be missing by area residents during the ten-day posting period. A hearing is then held and a developer or property owner is moving forward on a project when a claim is made that there was not proper notice. Staff is looking to create an environment where the land owner or city is not accused of not noticing properly because signs were removed or damaged.

Vice Mayor Pfister asked who is responsible to post signs. Mr. Fitzgerald said the current ordinance stipulates that the Planning and Zoning Department provides signs to

the owner and the owner posts the property. In Tavares the Planning and Zoning Board has extended a courtesy to the owners for the city to post signs. Vice Mayor Pfister said the owner who would be requesting the rezoning should be responsible for ensuring the property is properly posted. She said she is not in support of removing signs and would prefer larger signage with 4x4 posts that are not easy to remove.

Attorney Williams said the state law does not require site posting. A lot of cities and some counties require, as an additional notification above and beyond state law, properties to be posted in certain ways. He said a posting requirement becomes part of the procedural due process requirement for the adoption of the ordinance. Procedural due process is the process the city goes through to make sure the adoption of the ordinance is legal. He said it is not the ordinance that is legal, but the process. If you create a process that is not easy to comply it will be easy to err. If you create a process that is easy to err you create a possibility of process challenges to the ordinance. He said posting is difficult to control. When you are exercising your legislative discretion, you want to create a process that is reasonable and intended to work. After those signs have been posted and verified by staff, the process of keeping them there 24/7 for 10 days is not easy.

Council Member Smith said he would like staff to bring back options for Council's consideration. He said that he is in support of making the property owners responsible for postings.

Don KEHR, 16833 Deer Island Road, suggested the developer be required to place one large sign every 500 feet that is 4x8 in size with letter size criteria, posting on the city website and forwarded to persons who are signed up to receive information from the city.

Vance Jochim, 12619 Milwaukee Avenue, suggested a wider mailing radius, the developer submitting three photographs during a ten-day posting duration and the city placing the images on the city website.

Brenda Smith, 1250 Smith Avenue, said the signs are important and noted her support for larger signs that would be difficult to remove.

Deb murphy, 1723 Sunrise Court, said she received two separate mailers on a past rezoning that enabled her to research the pending project. She noted her support for larger signs.

Dennis Fryer, 305 Juniper Way, suggested increasing mailings to homes within 500 feet of the subject property and adding language on the signs regarding penalties for removal.

Diana Aten 714 N. St Claire Abrams Avenue, noted her support for larger signs, fines and penalties for removal and making notices user friendly on website. She said the signage should be the responsibility of the property owner.

MOTION

Kirby Smith moved to table until such time staff can bring back ideas for consideration, seconded by Roy Stevenson.

Council Member Stevenson said there were several suggestions from the audience that were reasonable and proper including placing information on the website, larger signs more than every 1000' and a disclaimer.

The motion carried unanimously 3-0.

Tab 6. Two6 Resources Vocational Rehabilitation Program

Mr. Drury made the following presentation:

Two6 Resource, Inc. is headquartered on Caroline Street and part of the Florida Division of Vocational Rehabilitation located in Tavares. The city started working with Two6 last month providing on-the-job training for the purpose of gaining practical knowledge and experience in a particular occupation. The Two6 program is completely funded by the State of Florida.

We are pleased to let you know that we now have two (2) trainees in the Library and Public Works departments learning what governmental services is all about.

Mr. Drury said the program builds confidence and works with employers to provide training and resume building. He said the city is proud to have Two6 in Tavares and two individuals working to get back into the workforce and be gainfully employed.

Tab 7. Update on Lake Francis Water and Sewer Upgrades

Mr. Clark made the following presentation:

This project is to upgrade the water and sewer system in Lake Francis. This Project has been in the planning and funding stage for several years.

The Lake Francis/Lift Station 49 Project was previously presented to the City Council, and the Council has approved the Project for funding through the Florida Department of Environmental Protection State Revolving Fund.

- *SRF Loan 350961 – Loan Agreement in place for water piping in the Amount of \$829,780 (Demolition & Construction, Technical Services, and Contingencies)*

- *SRF Loan 350351 – Loan Agreement in place for Lift Station 49 and related infrastructure in the amount of \$6,624,350 (Demolition & Construction, Technical Services, and Contingencies).*

The project is currently out for bid. Once the bids have been received, tabulated and reviewed by staff and the project engineer, a recommendation for award of the bid will be brought back to the City Council.

Upon award of the bid by the City Council, the awarded bid will be forwarded to Florida Department of Environmental Protection (FDEP) for review and additional approval. FDEP may adjust funding based on award of bid.

Mr. Clark said the project covers Lake Francis water and sewer upgrades, water improvements in front of AdventHealth Hospital and Homer Road gravity sewer line upgrades. He said Council previously approved the project for funding and FDEP has agreed to put in place two types of loans; SRF Loan 350961 and SRF Loan 350351. He said the project is currently out for bids and a final award will be brought back before Council after a recommendation has been received from the city engineer and reviewed by staff.

Tab 7a. Holiday Mobile Home Park Utility Easement

Attorney Williams said he has been working with Mr. Clark and the owners of Holiday Mobile Home Park to establish Utility easements. He said the water and sewer lines to Holiday Mobile Home Park and El Red are some of the oldest in the city and in place without benefit of a formal easements. He said Holiday Mobile Home Park is preparing to sell and in formalizing the transaction for the banks, lenders and new buyer, they approached the city to formalize the easements including a Utility Force Main Easement and Access Easement. Attorney Williams noted there is an underground force main and a lift station that serves El Red that is close to the Holiday Mobile Home Park. He said surveys are being conducted and two easements need to be approved. Attorney Williams provided a description of each easement and said language was built into the easement to self-amend the legal description of the actual force main as a survey has not been completed.

Council Member Smith asked if the easement was from the property owner to the City and if there is language stating the property owner cannot place trees or buildings over the easement. Attorney Williams confirmed.

MOTION

Kirby Smith moved to approve Tab 7a Force Main and Access Easements and authorize the Vice Mayor to sign the easements immediately following the meeting, seconded by Roy Stevenson. The motion carried 3-0.

XI. NEW BUSINESS

Vice Mayor Pfister said she would like to add a future agenda item declaring the City of Tavares a sanctuary city for mothers and unborn children and not allow abortions. She said that she is worried about the direction of the county and believes it would be good for the city and would reflect who Tavares is.

Council Member Smith suggested the item be brought forward for consideration when there is a full Council present.

XII. OLD BUSINESS

None.

XIII. HISTORICAL PERSPECTIVE

Tab 8. Tavares Historical Society

Ms. Burleigh read mid 1930's articles on the Tavares and Gulf Railroad moving into their new depot and the removal of the old seaboard depot from a lakefront property.

XIV. AUDIENCE TO BE HEARD

Diana Aten, 714 N St. Claire Abrams Avenue, said Cromartie Alley was being completed and thanked Council. She noted her support in bringing new business forward.

Vance Jochim, 12619 Milwaukee Avenue, said the City of Minneola pays cash for buildings, requires developers to pave roads and do not rely on the county for road repairs. He said Minneola set a five-year moratorium on development until infrastructure and roads are caught up to speed.

Don Kehr, 16833 Deer Island Road, asked Council to use the laws and their abilities to get high quality development.

Brenda Smith, Smith Avenue, said Council has the power to make developments do what they should. She said a road at Lake Elsie Reserve had a twenty-foot width requirement and the developer put in seventeen-foot wide roads. She said that she contacted the city who then made the developer comply with the twenty-foot requirement. Ms. Smith said she hopes the city requires the Garber project to install low lights

XV. REPORTS

Tab 9. City Administrator

Ms. Houghton noted the new budget year began October 1, 2019.

Mr. Fitzgerald noted a 2040 Comprehensive Plan Committee Meeting will be held October 30, 2019 from 11:30 a.m. to 1:30 p.m. in the Tavares Civic Center.

Each staff member present extended their condolences to Attorney Williams for the loss of his father.

Attorney Williams thanked everyone for their condolences. He said his father was 96 years old, a World War II veteran and a poet who lived a full life.

Tab 10. City Council Member Reports

Each Council member present extended their condolences to Attorney Williams.

Council Member Smith said October 2 is National Name Your Car Day. He said on October 2, 1950 the comic Peanuts was published in comic strips for the first time.

XVI. ADJOURNMENT

There was no further business and Vice Mayor Pfister adjourned the meeting at 5:12 p.m.

Respectfully,

Susie Novack, MMC/FCRM
City Clerk



**TAVARES CITY COUNCIL
MINUTES
OCTOBER 16, 2019 – 4:00 PM
TAVARES CITY HALL COUNCIL CHAMBERS
201 EAST MAIN STREET, TAVARES**

COUNCIL MEMBERS PRESENT

**Troy Singer, Mayor
Lori Pfister, Vice Mayor
Amanda Boggus, Council Member
Kirby Smith, Council Member
Roy Stevenson, Council Member - *Absent***

STAFF PRESENT

**John Drury, City Administrator
Bob Williams, City Attorney
Susie Novack, City Clerk
Mike Fitzgerald, Community Development Director
Bob Tweedie, Economic Development Director
Tamera Rogers, Community Services Director
Richard Keith, Fire Chief
Stoney Lubins, Police Chief
James Dillon, Public Works Director
Phil Clark, Utilities Director
Crissy Bublitz, Human Resources Director
Mark O'Keefe, Public Communications Director**

TAVARES HISTORICAL SOCIETY

Betty Burleigh, Librarian/Historian and Board Member

TAVARES CHAMBER OF COMMERCE

J. Scott Berry, Executive Director

I. CALL TO ORDER

Mayor Singer called the meeting to order at 4:00 p.m. He asked those present to silence their cell phones and noted hearing devices are available. Mayor Singer asked those who would like to speak on an agenda item to complete a Request to Speak form.

II. INVOCATION/PLEDGE OF ALLEGIANCE

Tab 1. Pastor Brooks Braswell, Umatilla Baptist Church

Pastor Brooks Braswell, Umatilla Baptist Church, provided the invocation and led those present in the Pledge of Allegiance.

III. APPROVAL OF AGENDA

Mr. Drury said staff would like to add Tab 3a to the Agenda. He said the item is a Proclamation for a Council Member to be named at the time of the reading.

MOTION

Kirby Smith moved to approve the agenda [with the addition of Tab 3a], seconded by Amanda Boggus. The motion carried unanimously 4-0.

IV. PROCLAMATIONS/PRESENTATIONS

Tab 2. Proclamation – White Cane Safety Day

Mayor Singer made the following presentation:

Scott Mack, New Vision for Independence Board Member, requested the Tavares City Council pass a Proclamation declaring October 15, 2019 as White Cane Day in recognition of the contributions of Americans who are blind or who have low vision.

New Vision is a nationally accredited 501(c)(3) tax-exempt organization that was incorporated on July 18, 2005. New Vision provides unique training to persons experiencing severe bilateral vision loss that is affecting their daily functioning in daily living, vocational, or academic activities. New Vision serves people of all ages including babies, children, teens, adults, and seniors who reside in Lake and Sumter counties and The Villages. New Vision is the only provider of these vital services for this population in this geographic area. New Vision for Independence is committed to excellence in providing rehabilitation, community education, advocacy, and support services for people with low vision or blindness, and their families to promote independence, acceptance, and self-confidence.

Mayor Singer read the proclamation in its entirety.

Mr. Mack said New Vision is the only organization in the area to provide services for individuals with low vision or blindness. He said the purpose of White Safety Day brings is to bring safety and awareness as well as benefits that low vision or blind individuals bring to the community. He thanked the Mayor and Council for bringing the proclamation forward.

Council Member Smith said he would be attending a New Vision event being held at Beacon College on October 17, 2019. He asked Mr. Mack to advise the audience of the event.

Mr. Mack said that as part of White Cane Safety Day and Week, the Close Your Eyes Event blindfolds individuals and provides guides and white canes to tour downtown Leesburg to provide the experience of traveling through a downtown area with low or no vision.

MOTION

Kirby Smith moved to approve, seconded by Amanda Boggus. The motion carried unanimously 4-0.

Tab 3. America in Bloom Awards Presentation

James Dillon introduced Traci Anderson, America in Bloom Coordinator.

Ms. Anderson said America in Bloom is an awards program for cities and towns that foster beautiful and thriving places to live, work and play. She provided a description of the criteria to compete in the America in Bloom awarding program. Ms. Anderson presented a plaque of recognition from America in Bloom for Overall Impression, noting the City of Tavares as a beautiful and welcoming community. She presented an award for Innovation and Action Most Impressive New Project or Program in recognition of the Tavares Ecological Park. Ms. Anderson thanked the Utilities Department for the creation of the park and their commitment to the betterment of the environment. Ms. Anderson then presented Council with the 2019 Champion Community in the Population Category of 17,000 to 22,000. She said this is the second consecutive year Tavares has been bestowed the honor.

The Public Works Department presented the three awards to Council.

Mayor Singer thanked the Public Works Department and congratulated the entire city.

Tab 3a. Proclamation – Kirby Smith

Mr. Drury said a proclamation is being brought forward on behalf of the city to Council Member Smith for his decade of service to the citizens and City of Tavares. He said this

is Council Member Smith's last meeting as a City Council member. Mayor Singer read the proclamation honoring Council Member Smith's service in its entirety.

Council Member Smith thanked Council and said it has been an honor to serve over the past ten years.

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

Attorney Williams stated there were no quasi-judicial matters before Council for consideration.

VI. READING OF ALL ORDINANCES/RESOLUTIONS INTO THE RECORD

Ms. Novack read the following resolution by title only:

RESOLUTION 2019-09

A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; AUTHORIZING SRF LOAN AGREEMENT WW350960 FOR LAKE FRANCIS WATER DISTRIBUTION AND PIPING IMPROVEMENT PROJECT DESIGN ACTIVITIES; APPROVES AMENDMENT NO. 1 OF THE LOAN, SETTING THE FINAL LOAN AMOUNT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

VII. CONSENT AGENDA

Mayor Singer asked if there were any questions or comments from the audience on any item on the consent agenda.

Mr. Drury said Mr. Kehr completed a Request to Speak form for Tab 5, Stokes Preliminary Plat.

MOTION

Amanda Boggus approved the Consent Agenda with the removal of Tab 5, seconded by Lori Pfister. The motion carried unanimously 4-0.

Tab 4. Approval of the September 6, 2019 Regular City Council Meeting and Budget Hearing Minutes

Approved on the Consent Agenda.

Tab 5. Stokes Property – Preliminary Plat

Mr. Fitzgerald made the following presentation:

The Stokes Property Subdivision is a proposed residential subdivision located west of David Walker Drive, south of Merry Road. The subdivision is 33.15 acres in size and consists of 121 lots for single family dwellings (RSF-2 zoning).

A Preliminary Plat for the Stokes Property Subdivision has been submitted by the developer. This document has been reviewed by City staff and meets the requirements of the City of Tavares Land Development Regulations and the City of Tavares Comprehensive Plan. The City's Concurrency Management System will ensure that Levels of Service (LOS) will not be degraded beyond the adopted levels of service for all regulated public facilities.

This Preliminary Plat is for evaluation purposes, and approval does not constitute subdivision of land. If approved, the developer may proceed with the engineering for all necessary infrastructure systems for staff review and must prepare a Final Plat of the property for Council consideration.

Don Kehr, 16833 Deer Island Road, said he attended the July 18, 2019 Planning and Zoning Board meeting where the Stokes Grove and Shantiniketan Subdivisions were discussed. He said that he and his wife were the only audience members present and noted his concern that the meeting was not properly noticed. He said he filed an objection by email to the Council and said he would remove his objection on the projects if the city would review and pass new legislation that would update the sign requirements with larger and sturdier signs similar to those used in other communities. He said he received an email from Mr. Drury who indicated the city was researching other cities policies and staff would provide a report to the City Council. Mr. Kehr said the Stokes Grove project did not meet the sign requirements as evidenced by date stamp photographs he provided to the city and continues his objection. He said a preliminary plat decision should be postponed until a new sign code is reviewed.

Mr. Drury said staff placed the signs on the property consistent with law and placed photographs in a file. He said the project was duly noticed consistent with law. Mr. Drury said there was a concern that within the ten-day period the signs were removed and a photograph was presented by Mr. Kehr. Staff then asked the City Attorney to opine and it is his understanding that the law was complied by the city and property owner regarding the posting of signs. He noted the number of public hearings that have been held and will continue to be held on the project. Mr. Drury said before Council for consideration is the preliminary plat which is a survey of the property and consistent with what was previously approved. He said there has been discussion on how to ensure a sign remains for the entire ten-day period. Council directed staff to bring back options at a future meeting for Council's consideration and staff is currently conducting research to resolve the issue.

Attorney Williams said Stokes Property went to the Planning and Zoning Board and two readings before Council and the rezoning was approved. He said that he gave the opinion that the notice was compliant with the city ordinances. He said there is no legal appeal pending or stay of the rezoning so the rezoning has become final. What is before Council today is a request for a preliminary plat, and although it comes to Council for review, it is ministerial in nature and not a discretionary decision. He said the reason for a preliminary plat is to ensure all survey markers and lot width and street names are compliant with city codes. He said there is no basis to not act upon preliminary plat and would expose the city to potential challenge if Council did so. He said his recommendation is to act on the preliminary plat approval.

Council Member Smith asked Mr. Fitzgerald for the lot and street sizes depicted in the preliminary plat. Mr. Fitzgerald said that per the RSF2 Zoning District the lot sizes have to be sixty feet with 6500 square feet, the right-of-way width has to be a total of fifty feet including the sidewalk, travel lanes will be twelve feet each for a total width of twenty-four feet of travel lanes. Council Member Smith said the final plat could be rejected if the streets are too small. Attorney Williams said a plat cannot be rejected if it meets the city requirements. He said if Council does not like the plat then the requirements would need to be changed by way of an amending ordinance.

Council Member Boggus asked if anyone was present on behalf of the Stokes Property. There were none.

Vice Mayor Pfister said no concessions are requested and the applicant is complying with city codes. Mr. Fitzgerald confirmed and said the applicant will comply with the RSF2 Zoning District and noted it is a standard zoning and not a planned development. Vice Mayor Pfister asked if the development will be within the boundaries of the 2040 Comprehensive Plan Update. Mr. Drury said provided an update on the 2040 Comprehensive Plan and said current law being compliant with a new law is difficult to predict until the update process is completed. Mr. Fitzgerald said the road and right-of-way widths being used are FDOT standards. He said that he will work with the Public Works Department and city engineer to ensure the city is following a standard right-of-way.

Mayor Singer asked Attorney Williams if the city provided proper notice. Attorney Williams confirmed. He asked if this is the procedure the city has been conducting for over twelve years. Mr. Drury confirmed. Mayor Singer asked if the developer has followed the city codes. Mr. Drury confirmed and said the plat is consistent with what Council approved and is consistent with law.

MOTION

Kirby Smith moved to approve, seconded by Amanda Boggus. The motion carried unanimously 4-0.

Tab 6. Resolution 2019-09 – State Revolving Fund Loan for Lake Frances Water Distribution Piping Replacement Design

Approved on the Consent Agenda.

VIII. RESOLUTIONS

IX. ORDINANCES – PUBLIC HEARING

First Reading

None.

Second Reading

None.

X. GENERAL GOVERNMENT

Tab 7. Award of Contract for City Hall Hardening Project

Mr. Dillon made the following presentation:

On November 9, 2017, the Florida Division of Emergency Management and City of Tavares entered into a contract through the non-matching Hazard Mitigation Grant Program (HMGP) contract #18-HM-06-45-02-H0048 in the amount of \$425,625.00 for the purpose of hardening the City Hall building. Hardening and retrofitting of the City Hall building is to include, but not limited to, replacing windows, doors, louvers, and roof to provide protection against 140 MPH winds as per the HMGP DR-4283-19-R.

Design and Engineering were completed and the Invitation to Bid advertisement, Bid no. 2019-0010, went out on April 21, 2019 with a bid closing date of June 13, 2019. No bids were received. A second Invitation to Bid advertisement went out on July 10, 2019 with an extended bid closing date of August 23, 2019. One submission package was received with a proposal from Florida Retrofits in the amount of \$342,143.46 which is under budget.

The proposal from Florida Retrofits was reviewed by the Engineer of Record and the Project Manager for Florida Division of Emergency Management and found to be acceptable.

Staff requests City Council to select Option #1: City Council moves to accept the bid proposal from Florida Retrofits in the amount of \$342,143.46

to harden the City Hall building through the non-matching Hazard Mitigation Grant Program (HMGP) DR-4283-19-R.

Mayor Singer asked for questions from Council.

Council Member Boggus asked if the retrofits include gutters. Mr. Drury confirmed.

MOTION

Kirby Smith moved to approve, seconded by Amanda Boggus. The motion carried unanimously 4-0.

Tab 8. LCSO Dispatch Services Agreement

Chief Lubins made the following presentation:

LCSO provides dispatch and 911 services for the police department. The cost for these services will be \$196,920.

Last year's cost was \$189,418. The increase is due to employee raises within the sheriff's office. This is an increase of \$7,502.

The annual renewal dates of the LCSO agreement did not coincide with the fiscal year calendar therefore, starting this year, the agreement will be start and end of the fiscal year. Staff recommends approval to execute the agreement.

Mayor Singer asked for comments from Council.

Council Member Boggus asked if the Sheriff's Office is the most efficient way to dispatch services. Chief Lubins said it is the least expensive.

MOTION

Amanda Boggus moved to approve, seconded by Lori Pfister. The motion carried unanimously 4-0.

Tab 9. Approval of Agreement with Haskell Company for Removal of Marina Pilings

Mr. Tweedie made the following presentation:

Previously the City Council and Insurance Company approved the selection of Haskell Company of Jacksonville FL, through a competitive Request for Qualifications (RFQ) solicitation, for Design/Build services of the reconstruction of the Seaplane Base & Marina.

Council and the insurance company approved a preliminary services agreement which was executed on July 24th, 2018 and a Notice to Proceed (NTP) for engineering & design services was issued on August 1, 2018. This phase currently stands at approximately 95% complete. Upon completion, in the coming weeks, Haskell will provide a complete set of construction documents and a Guaranteed Maximum Price (GMP) Proposal for Council's consideration.

The 95% re-build plans call for the removal of the existing pilings as they are not usable because: 1) They were compromised by the Hurricane 2) They are in the wrong configuration for the re-build and 3) They are in the wrong location for the re-build. Staff has negotiated a contract in the amount of \$294,683 with Haskell to remove all the existing piles which has been approved by the insurance company at 98% reimbursement. The remaining 2% has previously been budgeted by the City.

Mr. Tweedie noted the contract legal review was not completed in time for the agenda deadline. He said that he is working with the City Attorney on minor legal language changes with the contractor which should be completed within the next few days. He said staff is asking for Council's approve of scope which remain unchanged, and subject to the City Attorney's final review.

Mayor Singer asked for comments or questions from Council.

Council Member Boggus asked if this will help the project moving faster. Mr. Tweedie confirmed. He said the pilings need to be removed and it will pave the way to expedite the project.

Vice Mayor Pfister asked for the time line. Mr. Tweedie said three to four weeks for mobilization after a notice to proceed has been issued, and then seven weeks to complete the demolition and removal. Attorney Williams noted it is seven weeks to substantial completion.

MOTION

Amanda Boggus moved to approve, seconded by Lori Pfister. The motion carried unanimously 4-0.

Mayor Singer said he is excited to get the project moving forward.

XI. NEW BUSINESS

None.

XII. OLD BUSINESS

None.

XIII. HISTORICAL PERSPECTIVE

Tab 10. Tavares Historical Society

Ms. Burleigh provided the following Tavares timeline:

- 1875 James Smith Conner family settled the Conner homestead
- 1880 Major St. Claire Abrams founded the City and purchased half of the land in the city limits of Tavares
- 1882 Major St. Claire Abrams purchased the second half of the City and construction began on the Jacksonville Tampa and Key West railway, the Tavares and Gulf and St. Johns and Lake Eustis railway
- 1883 A Post Office was established at Lane Park and ultimately closed in January 1920
- 1884 St. Claire Abrams laid out the Town of Tavares and built a hotel, three stores, a sawmill and eight cottages
- 1885 Union Congregational Church (first church in Tavares) was organized and constructed by W. W. Winchester with completion in 1888, the First Bank of Tavares was organized by Archie Hull and the plat of the Town of Tavares was filed
- 1887 Lake County formed from parts of Sumter and Orange counties, the Lake Abstract Company was organized by E. S. Burleigh
- 1887 Tavares became the county seat
- 1888 Business section of the Town Tavares burned from a fire that originated from a train fire box where 35 businesses were lost in the fire including the bank, hotel, sawmill and Abstract company
- 1890 The Opera House was built by Major St. Claire Abrams, a new courthouse later called the Pioneer Building was construction which was ultimately torn down in 1975
- 1893 Lake County Commissioners approved building connector roads to other communities
- 1894 A big freeze on December 28 destroyed fruit and trees at a temperature of twelve degrees
- 1895 After a warming period a February freeze destroyed the remaining fruit and trees
- 1898 The first telephone line connecting Tavares with Eustis was strung on Western Union poles
- 1909 Lake Region Packing Association was established as a central packing house for six the Citrus Growing Associations
- 1912 The first Boy Scout Troop was founded in Tavares
- 1913 The Bank of Tavares was organized as a branch of the Citizens Bank of Eustis, the First Baptist Church was built and the historic Pavilion was constructed

- 1915 The Tavares Women's Club was founded, construction began on the county's first hard surface roads
- 1916 The Opera House burned in a fire
- 1917 Another freeze affected the area
- 1919 Tavares was incorporated as a Town
- 1920 Tavares experienced a real estate boom
- 1922 A weekly newspaper, The Tavares Herald, was purchased by a gentleman named Vaughn who renamed the paper to the Lake County Citizen.
- 1923 The second and last public hanging took place on a scaffold beside the courthouse, the Tavares Methodist Church was built on the corner of Alfred and Joanna Streets.
- 1924 A modern (historical) courthouse, a memorial to World War I soldiers was dedicated in Sumerall Park

Ms. Burleigh said she would miss Council Member Smith.

XIV. AUDIENCE TO BE HEARD

Darwin Bayston, 331 Shorewood Drive, entered two letters into the record dated September 25, 2019 and October 4, 2019 regarding budget concerns to the Council and Mr. Drury's response.

David Serdar, 66 Wintergreen Drive, said he has scheduled a meeting with Mr. Drury and forwarded email regarding concerns about the country's plastic addiction most notably plastic straws. He said many cities have been working to reduce the use of plastics and asked the Council to implement a ban on plastic straws.

Don Kehr, 16833 Deer Island Drive, thanked Council Member Smith for his service. Mr. Kehr said he is disappointed by the ruling on the Stokes Grove Preliminary Plat. He said he provided indisputable proof that the development was not properly posted. Mr. Kehr noted he does not approve of the Shantiniketan development and would like someone to look into the project further.

Debi Weinert, 720 Lake Dora Drive, President Friends of Tavares Library, asked each department to participate in the scarecrow contest and/or make donations with proceeds going toward unbudgeted services and programs at the Tavares Library. She asked those who would like to participate to meet with her after the meeting for an application form.

Denise Laratta, Royal Harbor, said she will miss Council Member Smith and wished him well. She wished all six City Council candidates the best and said she hopes who ever is elected it is her hope the Council continues to work together as well as the Council has for the past ten years. She said as a resident of Tavares she is proud of how the city operates, rules and regulations are followed and how the Council tries to make the best decisions for all residents.

Pastor Micheal Watkins, 805 Sumrall, thanked Council Member Smith for his service and involvement in race relations meetings designed to build bridges and break down barriers. He noted a race relation meeting will be held on October 22, 2019 at the Ingraham Center and invited those in attendance to participate.

XV. REPORTS

Tab 11. City Administrator Report

Each Department Director wished Council Member Smith well, thanked him for his service.

Tab 12. City Council Member Reports

Council Member Boggus

Council Member Boggus said the America in Bloom conference was a wonderful experience and is proud of the many awards the city received.

Vice Mayor Pfister

Vice Mayor Pfister said Council Member Smith will be missed. She noted her appreciation for Council Member Smith conservative stance over the years and said his service to the city is greatly appreciated.

Mayor Singer

- Recognized Mr. Stein, Tavares High School Principal was in the audience, but had to depart early.
- Noted it is Homecoming week and asked those present to attend the High School Homecoming Parade on Friday, October 18, 2019.
- Said it has been an honor to work with Council Member Smith and wished him well.

Council Member Smith

- Commended Ms. Anderson for the America in Bloom Program.
- Said he enjoyed Roctoberfest and it is a great family event.
- Said Tavares has come a long way in ten years.
- Noted Boo Fest would be held on October 25, 2019 in downtown Tavares.
- Said October 16 is National Fossil Day.
- Said on October 16 in 1908, the first airplane flight in England was made by Samuel Cody who was a United States citizen.
- Commended the city staff on always doing a fantastic job.

XVI. ADJOURNMENT

There was no further business and Mayor Singer adjourned the meeting at 5:17 p.m.

Respectfully,

Susie Novack, MMC/FCRM
City Clerk

**AGENDA SUMMARY
TAVARES CITY COUNCIL
11/20/2019**

AGENDA TAB NO.: 9

SUBJECT TITLE: Hamlets of Tavares Subdivision Railroad Crossing Agreements (Community Development)

OBJECTIVE:

For Council to approve the execution of Railroad Crossing License Agreements between Florida Central Railroad Company, Inc. and the City of Tavares.

SUMMARY:

LGI Homes, Inc. recently purchased the Hamlets of Tavares residential subdivision project located east of CR-561, north of Jack Street. Hamlets of Tavares is a 101 unit multi-family development that was granted preliminary plat approval on April 20, 2005 and subdivision construction approval on June 8, 2006. The infrastructure for the project was substantially completed by the initial developer, and LGI Homes, Inc. intends to complete the project as originally planned. The completion of the project requires that License Agreements be executed between Florida Central Railroad Company, Inc. (FCEN) and the City of Tavares for City right-of-way and utility infrastructure (water, sewer, re-use water) that crosses railroad right-of-way under the authority of FCEN, Inc.

OPTIONS:

1. City Council approves and authorizes the execution of Railroad Crossing License Agreements between Florida Central Railroad Company, Inc. and the City of Tavares.
2. City Council does not authorize the License Agreements.

STAFF RECOMMENDATION:

Staff recommends that City Council moves to approve and authorize the execution of Railroad Crossing License Agreements between Florida Central Railroad Company, Inc. and the City of Tavares.

FISCAL IMPACT:

Annual crossing maintenance fee equal to 50% of the current Florida Department of Transportation Index - approximately \$1,800 per current Index.

Annual utility crossing license fee of \$939.89 x 3 (TOTAL - \$2,819.67) subject to terms of the Agreements.

This expenditure is included in the FY20 budget.

LEGAL SUFFICIENCY:

This agenda summary and the License Agreements have been reviewed for legal sufficiency.

Approved.

RQW

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

1. Four (4) Railroad Crossing License Agreements

ATTACHMENTS:

Description	Type
Right of Way & Signal Agreement	Exhibit
Exhibit A - Right of Way & Signal Agreement	Exhibit
Sewer Line Agreement	Exhibit
Exhibit A - Sewer Line Agreement	Exhibit
Water Line Agreement	Exhibit
Exhibit A - Water Line Agreement	Exhibit
Re-Use Line Agreement	Exhibit
Exhibit A - Re-Use Line Agreement	Exhibit

LICENSE AGREEMENT FOR PUBLIC ROAD CROSSING

THIS LICENSE AGREEMENT FOR PUBLIC ROAD CROSSING (the “Agreement”) is made and entered into as of this ____ day of _____, 2019 (the “Effective Date”) by and between **FLORIDA CENTRAL RAILROAD COMPANY, INC.**, a Florida corporation with an address of 3001 W. Orange Avenue, Apopka, FL 32703 (“FCEN”) and **THE CITY OF TAVARES**, a municipal corporation of the State of Florida with an address of 201 E. Main Street, P.O. Box 1068, Tavares, Florida 32778 (“Licensee”) and **LGI HOMES-FLORIDA, LLC**, a Florida limited liability company with an address of 1450 Lake Robbins Drive, Suite 430, The Woodlands, Texas 77380 (“LGI Homes”).

Preliminary Statement

- A. Licensee desires that FCEN grants to it a privilege to use portions of FCEN’s right of way created by a lease agreement between FCEN and CSX Transportation, Inc. (the “CSX Lease”) without establishing, claiming, or possessing any estate or interest therein (a “License”), for the benefit of Licensee and the general public.
- B. LGI Homes is willing to pay the installation costs for the crossing signals, and Licensee is willing to pay the costs, fees, and expenses of Licensee’s use of the License.
- C. Licensee desires to have constructed and maintained by FCEN a public road crossing (the “Crossing”) within the License Area, defined below.

NOW THEREFORE, in consideration of the mutual promises contained herein the parties agree as follows:

1. **GRANT OF LICENSE**
FCEN hereby grants unto Licensee, its successors and assigns a non-exclusive License, with authority to enter upon, construct and maintain, install and use, pursuant to this License, the Crossing within a limited area over FCEN’s railroad tracks and right of way located along South Dora Boulevard, Tavares, Florida at Mile Post ST 785.47, and known as FDOT Crossing No. 625197G (the “License Area”), identified on Exhibit A, which is attached hereto and incorporated herein. This License grants Licensee and the general public the right to cross over and through the License Area.
2. **CROSSING; SIGNALS**
 - (a) Licensee and FCEN acknowledge that, as of the Effective Date, the Crossing has been constructed in a manner and of materials that are satisfactory to FCEN. The Licensee and FCEN further acknowledge that the Crossing, and all materials used to construct the Crossing, are the property of FCEN.

(b) The Crossing shall include flashers and gates appropriate for Florida Department of Transportation Class III signals (the "Signals"), which shall be installed at the sole cost and expense of LGI Homes. Simultaneously with the execution of this Agreement, LGI Homes shall deposit with FCEN the sum of Two Hundred Thirteen Thousand Forty-Two and 00/100 (\$213,042.00) Dollars, being a deposit for the estimated cost of the work to be performed by FCEN and the materials to be furnished by FCEN in connection with the construction the Signals. In the event that said deposit is less than the actual cost borne by FCEN for the construction and installation of the Signals, then LGI Homes shall pay such additional cost to FCEN upon receipt of an invoice from FCEN. In the event LGI Homes fails to pay any fees under this License Agreement as they come due, LGI Homes and Licensee shall each be considered to be in default, and this License shall cease, be null and void and of no further force or effect, and the Crossing and facilities installed shall become the property of FCEN but only after written notice from FCEN to LGI Homes and Licensee of said default and the passage of a thirty (30) day opportunity to cure such default.

(c) If, at any time in the future, and upon sufficient advance notice to the Licensee, FCEN or any authorized public authority reasonably determines that safety would be served by additions or protections to the License Area FCEN shall install such additional protections at the sole cost and expense of Licensee. It is further understood and agreed that before providing any such additional protection, Licensee will obtain the approval, in writing, from FCEN with respect to the location and type of such additional protection.

3. SUBJECT TO MASTER LEASE AGREEMENT

This License shall be subject to the terms and conditions of the CSX Lease, a memorandum of which is recorded in the public records.

4. STATUS OF SUBCONTRACTORS

For purposes of this Agreement, all references to Licensee shall include the Licensee, its contractors, subcontractors, agents, officers, employees and others acting under its or their authority.

5. CROSSING'S COST AND EXPENSE

(a) The Crossing shall be maintained in good condition by Licensee at Licensee's sole cost and expense, in a manner and with such materials as are reasonably satisfactory to FCEN, as long as the Crossing remains in place as set forth in Paragraph 9 below.

(b) In the event that Licensee or any agency or entity responsible for maintaining the roadway desires a different surface on a Crossing, and if FCEN agrees to provide a different surface or surfaces, Licensee or responsible agency will pay the cost thereof.

6. FEES

(a) Licensee shall pay to FCEN a fee for maintenance work performed on automatic crossing protection appurtenant to the Crossing, if any, as set forth in Paragraph 9(c) below.

(b) Licensee shall pay to FCEN a fee for maintenance work performed on the Crossing surface as set forth in Paragraph 9(d) below.

(c) Licensee shall pay to FCEN all expenses for repair work performed on the Crossing surface as set forth in Paragraph 9(e) below.

7. TERM

The term of this Agreement shall run for a period of one (1) year from the Effective Date. Thereafter, this Agreement shall automatically renew for successive one-year periods unless or until it is terminated as provided below. In no event shall the term of this Agreement exceed the term of the CSX Lease.

8. TERMINATION

(a) If Licensee fails to keep or perform any such covenants, terms and/or conditions, FCEN shall have the right to terminate this Agreement upon written notice to Licensee of such breach, giving thirty (30) days to cure such breach, unless such breach, in FCEN's opinion, constitutes a safety hazard, in which case the time of cure shall be twenty-four (24) hours. The curing of such breach within the said time period shall negate the said notice of termination and the failure to cure within the said period shall be conclusive termination, whereupon Licensee will, at Licensee's expense, restore, under supervision of FCEN, the License Area to its original condition, if required by FCEN.

(b) In the event that FCEN, in its sole opinion, determines that unauthorized use is taking place or has taken place, FCEN may terminate this Agreement and remove the Crossing, all at the expense of Licensee, after providing advance written notice and providing Licensee with a thirty (30) day opportunity to cure and eliminate such unauthorized use.

(c) In the event Licensee fails to pay any fees under this License Agreement as they come due, Licensee shall be considered to be in default, and this License shall cease, be null and void and of no further force or effect, and the Crossing and facilities installed shall become the property of FCEN but only after written notice from FCEN of Licensee's default and the passage of a thirty (30) day opportunity to cure such default.

(e) Notwithstanding any contrary provisions contained herein, this Agreement may be terminated at any time by either FCEN or Licensee by giving to the other party thirty (30) days advance written notice of its intention to so terminate. In the event of termination, Licensee shall remove the Crossing and restore the License

Area as nearly as possible to as good order and condition as when original entry was made thereon by said Licensee, at its sole expense, cost and liability.

9. MAINTENANCE

(a) The Crossing, including the usual appurtenances such as approaches, roadway, warning devices, curbs, gutters, shoulders, slopes, fills and cuts, shall be maintained by Licensee at the sole cost and expense of Licensee. Licensee shall be solely responsible for keeping all vegetation within the "site clearance area" as determined by FCEN's General Manager, cut to a height not to exceed two feet (2') above ground level, and keeping the so-called site clearance area free of parked vehicles and other visual obstructions. If Licensee fails to maintain the Crossing as set forth herein, FCEN may perform such maintenance at the sole cost and expense of the Licensee.

(b) In the event additional or upgraded safety grade crossing traffic control devices, i.e. gates or flashing lights (in addition or as replacement to those listed in Paragraph 2) are installed within the License Area, any such safety grade crossing traffic control devices will be installed by Licensee, at their sole cost and expense, but in a manner satisfactory to FCEN's General Manager.

(c) Without limiting the general obligations of the Licensee under this Paragraph 9, FCEN shall perform maintenance on the Signals at the Crossing. Licensee shall, within thirty (30) days of FCEN's presentation of an annual bill for that maintenance, pay to FCEN a fee equal to fifty (50%) percent of the then current Florida Department of Transportation Index for the maintenance of the type and/or class of Signals at the Crossing (the "Signal Maintenance Fee").

(d) Licensee shall also pay to FCEN within thirty (30) days after the presentation of a bill on an as occurred basis, all maintenance costs for routine maintenance on the Crossing surface (the "Surface Maintenance Fee").

(e) In addition to the Signal Maintenance Fee and the Surface Maintenance Fee the Licensee shall pay to FCEN, within thirty (30) days after the presentation of a bill on an as occurred basis, all repair costs for the Crossing resulting from: 1) acts of God; and 2) repairs required beyond those damages from normal wear and tear (collectively the "Repair Expense"). All work subject to the Repair Expense required under this subparagraph (e) shall be performed in such a manner, and with such construction materials, as are reasonably satisfactory to FCEN and all reasonable incidental expenses incurred in connection therewith shall be borne by the Licensee.

10. TEMPORARY CLOSING OF THE CROSSING

At such time that FCEN performs construction, rehabilitation, maintenance, repairs or improvements to a Crossing or to trackage at a Crossing, FCEN, if deemed necessary by FCEN, shall provide flagging protection at the sole cost and expense of the Licensee after delivery to Licensee of notice of the

applicable work. Licensee's cost for such flag protection services shall be then then-current rate per day for the particular flag protection services that FCEN determines, in its sole discretion, are required after reviewing the needs of the work site.

11. CONTINUING OBLIGATION

As long as this Agreement remains in effect, Licensee shall bear the expenses or maintenance as hereinabove set forth and promptly pay for the same.

12. ALTERATIONS

In the event FCEN's use of its right of way (e.g., additional track construction, installation of communication facilities, crossbucks, gates and signals, etc.) shall hereafter make necessary any change in the Crossing, Licensee shall be obligated to bear all costs of making and maintaining adjustments to the Crossing which are deemed necessary by FCEN's General Manager.

13. RISK, LIABILITY, INDEMNITY

Excluding the negligent and intentional acts of FCEN, its owners, affiliates, officers, shareholders, directors, employees, and agents, the Licensee shall defend, hold harmless and indemnify FCEN, its owners, affiliates, officers, directors, shareholders, employees, and agents from and against any and all liability, loss, claim, suit, damage, charge or expense (including reasonable attorney's fees) which any such party may suffer, sustain, incur, or in any other way be subjected to, on account of death or injury to any person and for loss of or damage or destruction to any property, arising out of or from, or in any way connected to or with, the use by any person, of any and all of the Crossing and License Area, but only to the extent Florida Statutes Section 768.28 has waived sovereign immunity.

14. GOVERNMENT REQUIREMENTS

Installation of the Crossing pursuant to this License Agreement shall be performed in accordance with all appropriate governmental and administrative requirements for the use(s) for which such Crossing is to be maintained.

15. FCEN REGULATIONS

Licensee agrees that it shall observe and obey all regulations of FCEN respecting the use of the License and the License Area.

16. THIRD PARTIES

Neither this Agreement nor any provision hereof or herein shall operate or be construed as being for the benefit of any third person.

17. NOTICES

All notices on the part of Licensee to FCEN shall be given in writing to the General Manager, **FLORIDA CENTRAL RAILROAD COMPANY, INC.**, 3001 W. Orange Avenue, Apopka, FL 32703

All notices on the part of FCEN to Licensee shall be given in writing to the Attn: City Administrator, **THE CITY OF TAVARES**, 201 E. Main Street, P.O. Box 1068, Tavares, Florida 32778.

All notices on the part of FCEN to LGI Homes shall be given in writing to **LGI HOMES-FLORIDA, LLC**, 1450 Lake Robbins Drive, Suite 430, The Woodlands, Texas 77380.

All notices shall be sent in person, or via overnight courier, or email.

18. NO WARRANTIES

This License is herein granted without any warranty, express or implied, and Licensee hereby agrees that no damages shall be recoverable from FCEN because of any dispossession of Licensee or because of any failure of, defect in, cancellation of, or termination of, FCEN's property interest in the License Area.

19. NON-PERMANENT LOCATION

Licensee recognizes that it may be in the best interest of FCEN to move the Crossing to other areas within FCEN's right of way, and therefore, Licensee shall, at Licensee's cost and expense, move or relocate the said Crossing at the reasonable request of FCEN. Licensee shall effectuate and perform any such move expeditiously and within reasonable constraints of time.

20. ASSIGNMENT

No assignment of rights or privileges hereunder by Licensee shall be valid unless the written consent of FCEN is first obtained.

21. FUTURE PARTIES

This License shall inure to the benefit of, and be binding upon, the parties hereto and their respective, heirs, legal representatives, successors and assigns.

22. REMEDIES

The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any party may be lawfully entitled. The failure or delay of any party to insist upon the strict or timely performance of a covenant hereunder or any obligation hereunder, shall not be a waiver of such party's right to demand strict compliance therewith in the future.

23. CAPTIONS

All titles or captions are inserted for convenience only and they in no way shall be construed to define, limit or describe the scope of this Agreement or any provision thereof.

24. SEVERABILITY

If any clause or provision of this Agreement shall be deemed to be invalid or unenforceable under present or future laws, then, in that event it is the intention of the parties that the remainder of this Agreement shall not be affected thereby.

25. CHOICE OF LAW

This instrument is being delivered and is intended to be performed in the state of Florida and shall be construed and enforced in accordance with the laws of that state. Any aggrieved party may proceed to enforce its rights in the appropriate action at law or in equity. Venue for all suits arising out of this instrument shall lie exclusively in the Courts of Orange County, Florida. By execution or adoption of this agreement, each party hereby submits itself to the *in personam* jurisdiction of the Courts of Orange County, Florida.

26. MODIFICATION

All modifications or waivers to this License Agreement must be in writing and executed by FCEN and the Licensee. No consent, written or otherwise, shall be required from LGI Homes to effect a modification or waiver of this License Agreement.

27. MERGER

This Agreement represents the final, complete and exclusive understanding of the parties of the subject matter hereto.

28. LICENSEE'S AUTHORITY TO EXECUTE THIS AGREEMENT

Licensee and LGI Homes each represent and warrant that they have taken all necessary actions required in order to enter into this License Agreement and cause it to be fully enforceable against Licensee and LGI Homes, and that their agents below are each authorized to execute this License Agreement.

[END OF AGREEMENT EXCEPT FOR SIGNATURE PAGE AND EXHIBIT]

IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument on the day, month and year first written above.

Signed and delivered in the presence of: **FLORIDA CENTRAL RAILROAD
COMPANY, INC.**

Witness
Print Name: By: _____
Thomas C. Owen, Jr.
President

Witness
Print Name:

LGI HOMES-FLORIDA, LLC

Witness
Print Name: By: _____

Witness
Print Name:

THE CITY OF TAVARES

Witness
Print Name: By: _____

Witness
Print Name:

APPROVED AS TO FORM AND LEGALITY:

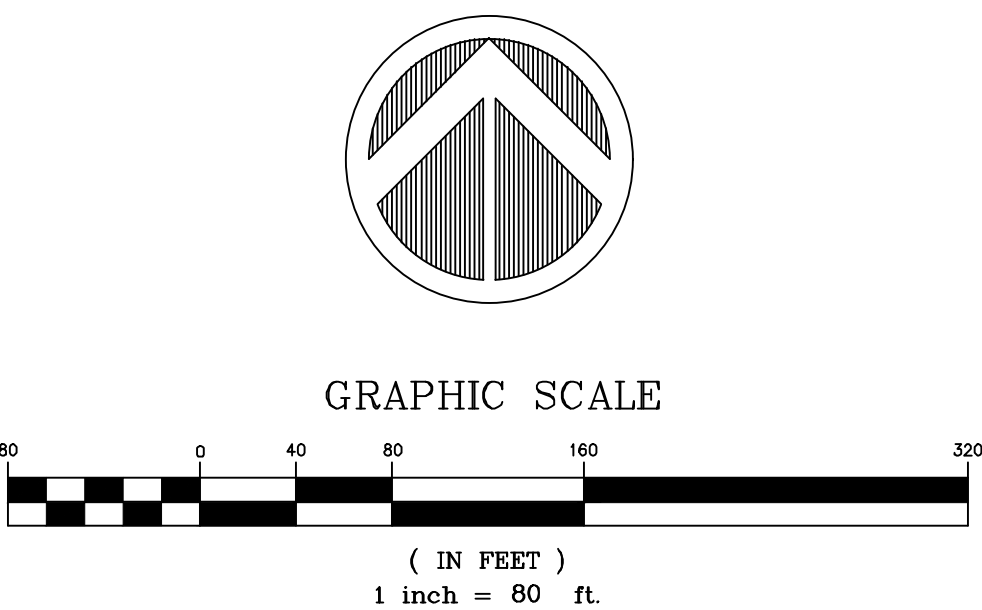
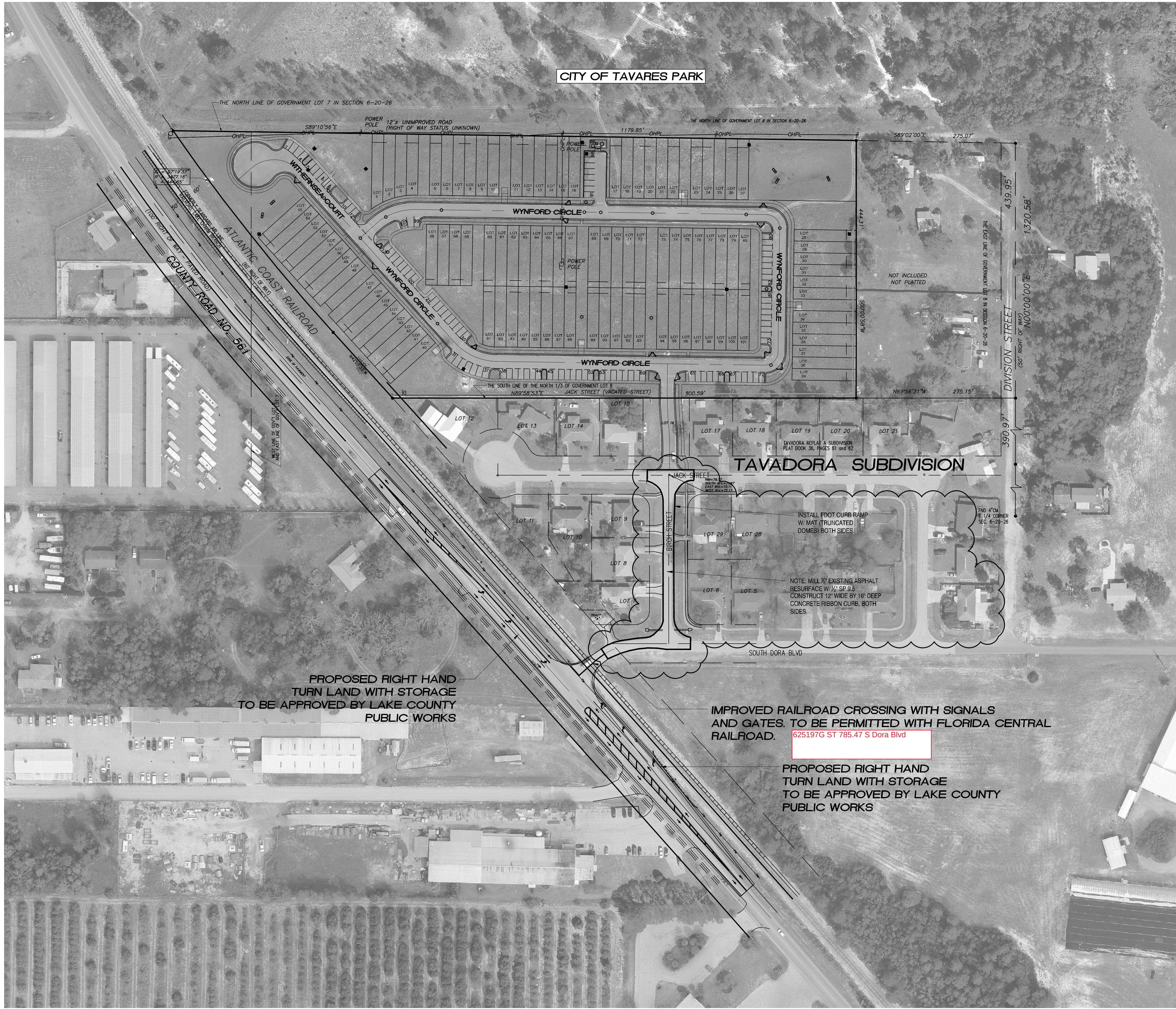
Print Name:
City Attorney

ACCEPTED BY CITY COUNCIL

DATE: _____

OFFICE OF THE CITY CLERK

EXHIBIT A
(1 page below)



M.O.N.T.V.E.R.D.E.
ENGINEERING INC.
P.O. BOX 560116 MONTERO, FL 34756
PHONE 407-469-4829
CERT. OF AUTHORIZATION NUMBER 5543
ARTHUR C. NIX, P.E.
P.E. NUMBER 36859 2-28-07

**HAMLETS OF TAVARES
SUBDIVISION
PUNCHLIST CONFORMANCE PLANS**
CITY OF TAVARES
LAKE COUNTY, FLORIDA

JOB NO.	3056
DATE	FEBRUARY 2007
SCALE	GRAPHIC
DRAWN BY	ACN
CHKD BY	ACN

REVISIONS	
3	GENERAL REV. 12/8/05
4	GUARD RAIL 12/20/05
5	TAVARES REV. 12/22/05
6	GENERAL REV. 3/3/06
7	MISC. REV. 8/31/06
8	LANDSCAPE REV 2/28/07
9	CONST. REV. 2/6/19
CAD FILE NO.	
DRAWING DESCRIPTION	
OVERALL PLAN	
AERIAL PLAN	
TURN LANE PLAN	
DRAWING NO.	
SHEET 2	

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into as of this ____ day of _____, 2019 by and between **FLORIDA CENTRAL RAILROAD COMPANY, INC.**, a Florida corporation with an address of 3001 West Orange Avenue, Apopka, FL 32703 (“FCEN”) and **THE CITY OF TAVARES**, a municipal corporation of the State of Florida with an address of 201 E. Main Street, Tavares, FL 32778 (the “Licensee”).

Preliminary Statement

- A. Licensee, for the economical and convenient conduct of Licensee’s business, desires to obtain from FCEN a license to use a portion of FCEN’s right of way leased to FCEN pursuant to a lease agreement between FCEN and CSX Transportation, Inc. (the “CSX Lease”), without establishing, claiming, or possessing any estate or interest therein (the “License”), for the benefit of Licensee.
- B. FCEN has the right, power and authority to enter into this License Agreement, pursuant to the CSX Lease.
- C. Licensee desires to construct and maintain an underground wastewater force main (the “Pipe”) within the License Area, defined below.

NOW THEREFORE, in consideration of the mutual promises contained herein the parties agree as follows:

- 1. **GRANT OF LICENSE**
FCEN hereby grants unto Licensee, its successors and assigns a License, with authority to enter upon, construct and maintain, pursuant to this License, the Pipe under the FCEN’s tracks and right of way near South Dora Boulevard, Tavares, Lake County, Florida, approximately one thousand three-hundred twenty (1,320’) feet south of Railroad Mile Post 785, DOT Crossing Number 625197G (the “License Area”), described on Exhibit A, which is attached hereto and incorporated herein.
- 2. **SUBJECT TO MASTER LEASE AGREEMENT**
This License shall be subject to the terms and conditions of the CSX Lease, a memorandum of which is recorded in the public records.
- 3. **STATUS OF SUBCONTRACTORS**
For purposes of this agreement, all references to Licensee shall include Licensee, its contractors, subcontractors, agents, officers, employees and others acting under its or their authority.

4. USE

Licensee shall use the License Area for the construction, maintenance and operation of the Pipe that is the subject of this Agreement only for the conveyance of wastewater, and any other purpose or use is prohibited. Notwithstanding any contrary provisions herein, Licensee agrees that this License shall not be used in any way that will inhibit the use of the License Area by FCEN, its successors or assigns. The Pipe shall be constructed, maintained and operated by Licensee in accordance with Exhibit A.

5. CONDUCT OF WORK

All work connected with the construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the said Pipe shall be undertaken within the License Area. However, no such work shall be performed without prior written notice to, and approval of, FCEN's General Manager. Any and all work shall be performed in a manner satisfactory to the FCEN. All work shall be performed at times and in a manner which shall not disturb the reasonable operation of the business of FCEN. At the sole discretion of FCEN's General Manager, flag protection services may be required during construction and periods of maintenance. Licensee, in accordance with Paragraph 14 below, shall be responsible for all costs and expenses of any flagging service.

6. ANNUAL FEE

Licensee shall pay to FCEN for this License, an annual license fee of **Nine Hundred Thirty-Nine and 89/100 (\$939.89) Dollars, plus sales tax if applicable**. The license fee shall be payable in advance in annual payments on the anniversary date of this License for as long as this License remains in force and effect. Such annual license fee shall increase annually on each anniversary date of this License Agreement in proportion to the increase in the Consumer Price Index, series CWUR0000AA0 annual data, as published by the United States Department of Labor, Bureau of Labor Statistics, over such index from the prior year; provided, however, that in no event shall the annual fee be less than Nine Hundred Thirty-Nine and 89/100 (\$939.89) Dollars. In the event Licensee fails to make the aforesaid annual payment, Licensee shall be considered to be in default, and this License shall cease, be null and void and of no further force or effect, and the Pipe and facilities installed shall become the property of FCEN but only after written notice from FCEN of Licensee's default and the passage of a thirty (30) day opportunity to cure such default. In the event that FCEN has failed to invoice its pricing correctly for any year, FCEN shall have the power to retroactively adjust its price for any past year to conform to that past year's proper pricing schedule. Any retroactive price increase shall be paid for by Licensee together with the annual license fee.

7. TERM

The term of the License this Agreement shall run for a period of one (1) year from the above date. Thereafter, this Agreement shall automatically renew for successive one-year periods unless or until it is terminated as provided below. In

no event shall the Term of the License or this Agreement extend beyond the term of the CSX Lease.

8. TERMINATION

8.1 Notwithstanding any contrary provisions contained herein, this Agreement may be terminated at any time by either FCEN or Licensee by giving to the other party thirty (30) days advance written notice of its intention to so terminate.

8.2 Further, if Licensee fails to keep or perform any covenants, terms and/or conditions of this Agreement (a "Breach") and the Breach, in FCEN's opinion, constitutes a safety hazard, then FCEN shall have the right to terminate this Agreement upon written notice to Licensee, giving Licensee twenty-four (24) hours to cure such Breach. The curing of the Breach within said time period shall negate the said notice of termination and the failure to cure within the said period shall be conclusive termination of this Agreement.

8.3 In the event of termination, Licensee shall remove the Pipe and restore the License Area as nearly as possible to as good order and condition as when original entry was made thereon by said Licensee, at its sole expense, cost and liability. Upon failure to do so, FCEN, may at any time thereafter, remove the Pipe and repair the License Area at the sole expense, cost and liability of Licensee.

9. GOVERNMENT REQUIREMENTS

Installation of the Pipe pursuant to this License Agreement shall be performed in accordance with all appropriate governmental and administrative requirements for the use(s) for which such Pipe is to be maintained.

10. FCEN REGULATIONS

Licensee agrees that it shall observe and obey all regulations of FCEN respecting the use of the License and the License Area.

11. NON-PERMANENT LOCATION

Licensee recognizes that it may be in the best interest of FCEN to move the Pipe to other areas within FCEN's property, and therefore, Licensee agrees, at Licensee's cost and expense, to move or relocate the said Pipe at the reasonable request of FCEN. Licensee hereby agrees to effectuate and perform such move expeditiously and within reasonable constraints of time.

12. RISK, LIABILITY, INDEMNITY

12.1 To the extent permitted by law, Licensee shall defend, indemnify and save FCEN and its officers, shareholders, directors, affiliates, employees and agents harmless, from and against, any and all liability, loss, claim, suit, damage, charge, or expense (including reasonable attorney's fees and experts) which any such party may suffer, sustain, incur or in any way be subjected to, on account of death of, or injury to, any person and damage to or loss of or destruction of any property, arising out of, or resulting from, or in any way connected with, the construction, presence,

existence, repair, maintenance, replacement, operation, use, or removal of Licensee's Pipe, the use of the License Area pursuant hereto or any structure in connection therewith, or restoration of the License Area to good order or condition.

12.2. Use of FCEN's right of way involves certain risks of loss or damage as a result of FCEN's operations. To the extent permitted by law, Licensee expressly assumes all risk of loss and damage to persons or Licensee's property or Pipe, in, on, over or under the License Area, including loss of or any interference with use thereof, regardless of cause, including derailment, arising out of FCEN's operations. For purposes of this section, Licensee's property shall include the contents of the Pipe as well as property of third parties situated or placed upon FCEN's right of way by Licensee or by such third parties at the request of or for the benefit of Licensee.

12.3 Without limiting the generality of other provisions herein, to the extent permitted by law, Licensee also expressly assumes all risk of loss which may result from Licensee's failure to maintain either the Pipe or the required depth and support for the Pipe.

12.4 Without limiting the generality of other provisions contained herein, to the extent permitted by law, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold FCEN and its officers, shareholders, directors, affiliates, employees and agents harmless from (a) all claims, costs and expenses, including reasonable attorneys' fees as a consequence of any pollution of air, water, land and/or ground water on or off the License Area, arising from, or in connection with, the use of this License Area or resulting from the leaking, bursting, spilling, or escape of the material transmitted in or through Licensee's Pipe; (b) any claim or liability arising under federal or state law dealing with pollution of air, water, land, and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of FCEN's tracks.

12.5 Obligations of Licensee hereunder to defend, indemnify and hold FCEN harmless shall also extend to companies or other legal entities that control or are under common control with FCEN and its/their respective officers, directors, shareholders, agents and employees.

12.6 Nothing herein shall be construed as a waiver of Licensee's sovereign immunity.

12.7 Licensee's duty to defend, indemnify, and hold FCEN and its officers, directors, shareholders, affiliates, employees, and agents harmless shall survive the expiration and/or termination of this License Agreement.

13. NOTICES

All notices on the part of Licensee to FCEN shall be given in writing to the General Manager, **FLORIDA CENTRAL RAILROAD COMPANY, INC.**, 3001 West Orange Avenue, Apopka, Florida 32703.

All notices on the part of FCEN to Licensee shall be given in writing to the Attn: City Administrator, **THE CITY OF TAVARES**, P.O. Box 1068, Tavares, Florida 32778.

All notices shall be delivered in person, or via overnight courier, or email.

14. FCEN COSTS AND EXPENSES

Licensee agrees to pay to FCEN all reasonable costs and expenses incurred by FCEN due to FCEN's granting of this License or due to the use, maintenance or existence of said License by Licensee. Such costs and expenses shall include, but are not limited to, FCEN's cost of providing flag protection services pursuant to Paragraph 5 above. Licensee's cost for such flag protection services shall be the then-current rate per day for the particular flag protection services that FCEN determines, in its sole discretion, are required after reviewing the needs of the work site.

15. COSTS AND ATTORNEYS FEES

In the event FCEN retains the services of attorneys, other professionals or persons in order to collect fees or other obligations from Licensee hereunder, FCEN shall be entitled to collect from Licensee all such attorney's fees, professional fees and costs so incurred, including but not limited to, said attorney's fees and costs for litigation and appeals thereof.

16. NO WARRANTIES

This License is herein granted without any warranty, express or implied, and Licensee hereby agrees that no damages shall be recoverable from FCEN because of any dispossession of Licensee or because of any failure of, defect in, cancellation of, or termination of, FCEN's property interest in the License Area.

17. ASSIGNMENT

No assignment of rights or privileges hereunder by Licensee shall be valid unless the written consent of FCEN is first obtained.

18. FUTURE PARTIES

This License shall inure to the benefit of, and be binding upon, the Parties hereto and their respective, heirs, legal representatives, successors and assigns.

19. REMEDIES

The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any party may be lawfully entitled. The failure or delay of any party to insist upon the strict or timely performance of a covenant hereunder or any

obligation hereunder, shall not be a waiver of such party's right to demand strict compliance therewith in the future.

20. CAPTIONS

All titles or captions are inserted for convenience only and they in no way shall be construed to define, limit or describe the scope of this Agreement or any provision thereof.

21. SEVERABILITY

If any clause or provision of this Agreement shall be deemed to be invalid or unenforceable under present or future laws, then, in that event it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby.

22. CHOICE OF LAW

This instrument is being delivered and is intended to be performed in the state of Florida and shall be construed and enforced in accordance with the laws of that state. Any aggrieved party may proceed to enforce its rights in the appropriate action at law or in equity. Venue for all suits arising out of this instrument shall lie exclusively in the Courts of Orange County, Florida. By execution or adoption of this agreement, each party hereby submits itself to the *in personam* jurisdiction of the Courts of Orange County, Florida.

23. INSURANCE

Licensee shall maintain insurance in the following amounts:

- (a) General liability insurance in the amount of Two Million dollars (\$2,000,000);
- (b) Contractual liability in the amount of Two Million dollars (\$2,000,000);
- (c) Worker's compensation, statutory limits or greater;
- (d) Automobile liability, One Million dollars (\$1,000,000); and
- (e) Railroad Protective Liability with bodily injury protection of Two Million dollars (\$2,000,000) and property damage of Two Million dollars (\$2,000,000).

All such insurance shall name FCEN as an additional insured. The original of the railroad protective liability policy shall be provided to FCEN and certificates of insurance evidencing Licensee's compliance with subparagraphs (a), (b), (c), (d) and (e) above shall be forwarded to FCEN prior to any work commencing on or within the License Area. Notwithstanding anything to the contrary, the insurance required under subparagraph (e) shall only be required during installation of the Pipe and whenever the Pipe will be reconstructed, updated, maintained or otherwise improved.

24. MODIFICATION

All modifications or waivers to this License Agreement must be in writing and executed by both parties.

25. MERGER

This Agreement represents the final, complete and exclusive understanding of the Parties of the subject matter hereto.

26. LICENSEE'S AUTHORITY TO EXECUTE THIS AGREEMENT

Licensee represents and warrants that it has taken all necessary actions required in order to enter into this License Agreement and cause it to be fully enforceable against Licensee, and that its agent below is authorized to execute this License Agreement.

[END OF AGREEMENT EXCEPT FOR SIGNATURE PAGE AND EXHIBIT]

IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument on the day, month and year first written above.

Signed and delivered in the presence of: **FLORIDA CENTRAL RAILROAD
COMPANY, INC.**

Witness
Print Name: By: _____
Thomas C. Owen, Jr.
President

Witness
Print Name:

THE CITY OF TAVARES

Witness
Print Name: By: _____
Name:
Title:

Witness
Print Name:

APPROVED AS TO FORM AND LEGALITY:

Print Name:
City Attorney

ACCEPTED BY CITY COUNCIL

DATE: _____
OFFICE OF THE CITY CLERK

EXHIBIT A
LICENSEE'S APPLICATION FOR PIPE CROSSING DATED _____, 2019
(9 pages below)

Application for Facility Installation

Plans for proposed installation shall be submitted to and meet the approval and requirements of the Railroad Company before construction is begun. Material and installation are to be in strict accordance with specifications of the National Electrical Safety Code (NESC) or the American Railway Engineering Association (AREMA) which ever applies. **An original Plan, Section and Elevation views** from field survey showing location in respect to Mile Post, width of Railroad Right of Way, location of adjacent structures affecting crossing must accompany application. If open cutting or tunneling is necessary, details of sheeting and method of supporting tracks or driving tunnel shall also be shown. Flagging as defined by Railroad is required during installation and costs are responsibility of Agreement Holder.

THIS SECTION RAILROAD USE ONLY

Date Application	Application Fee:	Waived	RR Agreement No:	TAVA-62-131
Received by Road:				
Railroad Approval:	Licensing Type:	Annual	Licensing Amount:	

FIELDS BELOW TO BE FILLED IN BY APPLICANT

Narrative		
Please provide a Description / Scope of work to be performed (include purpose, scope of work, special conditions)		
14" Sewer Line		
Installation Location Information		
City: Tavares	State: FL	County: Lake
Railroad Location: Florida Central Railroad	GPS Latitude Entering ROW: 28.77798865530413	GPS Longitude Entering ROW: -81.7446516584186
Feet: 1320	Select a direction from nearest railroad mile post: South	Mile Post No: 785
Angle between center line of right of way and occupancy will be (degrees): 90	No of RR Tracks to be crossed: 1 set	Total length within RR right of way measured in feet: 60
Will facility be located near a public roadway?: Yes	Street Name: S Dora Blvd	AAR/DOT Crossing Inventory Number: 625197G

Facility Owner Information		
Legal Information		
Owner's Complete Legal Company Name: City of Tavares		
Legal Address Line 1: 201 E Main St		
Legal Address Line 2:		
City: Tavares	State: FL	Zip: 32778
Business Type: Municipality	Other Business Type:	State of Business Registration: FL
The following must be provided for the person who will sign off on agreement:	Name: John Drury	Title: City Manager

Billing Information		
If same as legal address above, check here: ☒		
Billing City:	Billing State:	Billing Zip:
Billing Address Line 1:	Billing Address 2:	
Owner Contact Information		
Contact Name: John Drury	Title: City Manager	E-mail: JDrury@Tavares.Org
Office Phone: 352-742-6209	Extension:	Mobile Phone:
Emergency Phone:		
Project Engineer/Consultant/Agent Information		
If same as legal address above, check here: ☐	Engineer/Consultant/Agent Company Name:	
Contact Name:		
Address Line 1:		
Address Line 2:		
City:	State:	Zip:
Office Phone:	Mobile Phone:	E-mail
Project Information		
Is this covered by existing Railroad permit/agreement or master agreement?	Yes	If yes, provide agreement # and/or date of agreement: HAML-62-131 Cancelled
Is this project related to another transaction/project with railroad?	Yes	If yes, describe: Hamlets of Tavares Subdivision
Is this a new installation? Upgrade/Replacement/Relocation of Existing Facilities	If this is not a new installation, proceed with completing this form for the upgrade/replacement/relocation/change.	
Will proposed installation connect to an existing facility within railroad corridor?	No	
Type of Installation: Pipe	Method: Sub-grade	Plans of any sub-grade ≥ 30" diameter are subject to review by Engineers of Railroad choice at cost & expense of facility owner.
Will this installation be parallel to railroad company tracks anywhere in excess of 150 feet?	No	If yes indicate length in feet.

Sub-grade Installation Information		
If sub-grade, select the proposed method of installation: Jack & Bore		
Bury: Base of rail to top of casing:		
Bury: Not beneath tracks:		
Bury: Roadway ditches:		
Temporary track support or riprapping required:		
Wires, pole obstructions to be relocated:		
Pipe Installation		
Pipe Type:	Flammable:	
Max working pressure (PSI):	Test Pressure Type:	
Pipe Specifications	Carrier Pipe	Casing Pipe
Materials Specs & Grade		
Minimum Yield Strength of Material PSI		
Mill Test Pressure PSI		
Inside Diameter		
Wall Thickness		
Outside Diameter		
Type of Seam		
Laying Lengths		
Kind of Joints		
Number of Vents:	Size of Vents:	Height Above Ground:
Seals:	Cathodic Protection:	Protective Coating:
Type, size and spacing of insulators or supports:		

If application is approved, applicant agrees to reimburse the Railroad for any cost incurred by the railroad incident to installation, maintenance, and/or supervision necessitated by this installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation.

IF THE APPLICATION IS APPROVED, THE APPLICANT SHALL EXECUTE THE RAILROAD'S STANDARD FORM OF LICENSE AGREEMENT. IN THE EVENT THE RAILROAD INCURS LEGAL FEES IN EXCESS OF \$500 IN CONNECTION WITH THE COMPLETION OF THE LICENSE AGREEMENT THE APPLICANT SHALL PAY FOR ALL SUCH LEGAL FEES OF THE RAILROAD IN EXCESS OF \$500. WHETHER APPROVED OR DENIED, IN THE EVENT LITIGATION ARISES OUT OF OR IN CONNECTION WITH THIS APPLICATION OR THE UNDERLYING SUBJECT MATTER OF THIS APPLICATION, THE APPLICANT SHALL BE RESPONSIBLE FOR, AND AGREES TO PAY, ALL ATTORNEY'S FEES AND COSTS INCURRED BY THE RAILROAD. THE APPLICANT AGREES THATTHERE IS VALID CONSIDERATION EXCHANGED BY ALL PARTIES HERETO TO SUPPORT ALL OBLIGATIONS CREATED BY THIS APPLICATION.

Date:	Written Signature	
Title of Officer Signing Application:	Printed Name of Officer Signing Application:	

HAML-62-131
Sewer

Page 1 of 2

FLORIDA CENTRAL RAILROAD
FLORIDA MIDLAND RAILROAD
FLORIDA NORTHERN RAILROAD
APPLICATION FOR PIPELINE CROSSING/PARALLELISM UNDER/OVER
PROPERTIES AND TRACKS

Plans for proposed installation shall be submitted to and meet the approval of the Railroad Company before construction is begun. Material and installation are to be in strict accordance with specifications of the American Railway Engineering Association and requirement of The Florida Central/Midland/Northern Railroads. Original and three (3) elevation section of crossing from field survey, location in respect to Mile Post, width of Railroad's right of way, location of adjacent structures affecting crossing, and all information required in Figures 1 and 2 of AREA Specification, Part 5 Pipelines. If open cutting or tunneling is necessary, details of sheeting and method of supporting tracks or driving tunnel shall be shown. An application fee of \$200.00 should accompany this application.

Correct name of applicant

David Morrow, Hamlets of Tavares, LLCPhone: (954) 455-9028Post Office Address 1130 B Hollandale Beach Blvd, Hollandale Beach, FL 330093. Partnership - Name and initials all partners, women given and surnames before marriage and present N/A4. If incorporated, name and state in which incorporated: Hamlets of Tavares LLC - Florida5. Location 1320 feet South (Direction) from nearest RR Mile Post 285 (MP 28)
VS6. Nearest Railroad Station _____ County Lake State Florida7. Within limits of public highway name C R 561 Fed-State-County No. _____
C R 561

8. Temporary track support or rripping required () Yes (X) No - Describe _____

9. Wires, poles obstructions to be relocated () Yes (X) No - Describe _____

10. Product to be conveyed _____ Flammable () Yes (X) No - Describe _____
Domestic Sewer Water from subdivision11. Max. working pressure 50 PSI Field test pressure PSI. Type test N/A12. Location of shut-off valves See plan**13. PIPE SPECIFICATIONS**

Materials Specs & Grade

Minimum Yield Strength

of Material PSI

Mill Test Pressure PSI

Inside Diameter

Wall Thickness

CARRIER PIPE-DIP4" Class 51Sewer Forcemain42,0004.3"0.25"**CASING PIPE**14" ASTM A139GRADE B35,000 PSI13.38"5/16"OK
with

B

Outside Diameter	<u>4.8"</u>	<u>14"</u>
Type of Seam	<u>N/A</u>	<u>Straight</u>
Laying Lengths	<u>20'</u>	<u>20'</u>
Kind of Joints	<u>restrained</u>	<u>Welded</u>
Total Length within RR		
Right of Way	<u>60'</u>	<u>60'</u>
VENTS: Number <u>N/A</u> Size <u>N/A</u> Hgt. Above ground <u>N/A</u>		
SEALS: Both ends <u>Yes</u> One end <u>N/A</u>		
BURY: Base of rail to top of casing <u>6</u> ft. <u>0</u> in.		
BURY: (Not beneath tracks) <u>5'-6"</u>		
BURY: (Roadway ditches) <u>5'</u> ft. <u>0</u> in.		
CATHODIC PROTECTION: () Yes (X) No		
PROTECTIVE COATING: () Yes (X) No		
Type, size and spacing of insulators or supports <u>Cascade or equal / 6 per bore</u>		
14. Method of installation <u>Per Cascade recommendations</u>		

If application is approved, applicant agrees to reimburse the Railroad for any cost incurred by the railroad incident to installation, maintenance, and/or supervision necessitated by this pipeline installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation. Should open cut installation be required a non-refundable charge of \$_____ will be required to resurface tracks.

12/14/05
Date

[Signature]
Signature and Title of Officer Signing
Application

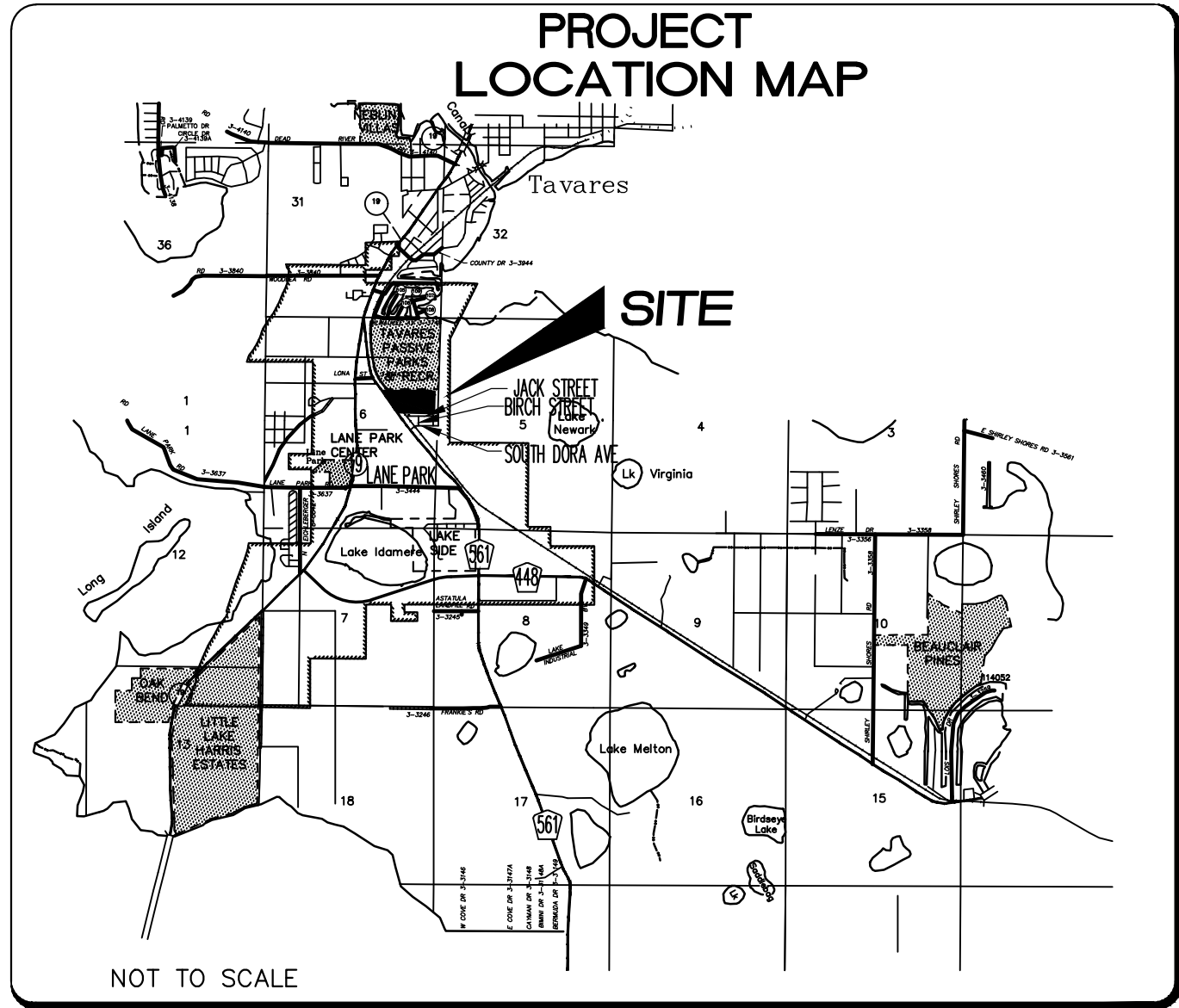
IN THE EVENT LITIGATION ARISES OUT OF OR IN CONNECTION WITH THIS APPLICATION, THE APPLICANT SHALL BE RESPONSIBLE FOR, AND AGREES TO PAY, ALL ATTORNEY'S FEES AND COSTS INCURRED BY THE FLORIDA CENTRAL/MIDLAND/NORTHERN RAILROADS.

NO.	TITLE
1	COVER SHEET
2	OVERALL PLAN
3	MASTER PLAN
4	STORM DRAIN & LS BUFFER PLAN
5A	WATER UTILITIES PLAN
5B	SANITARY SEWER UTILITIES PLAN
5C	SANITARY LATERAL UTILITIES PLAN
6	PLAN PROFILE SHEET
7	PLAN PROFILE SHEET
8	PLAN PROFILE SHEET
9	PONDS & PUBLIC AREAS
10	SITE DETAILS
11	WATER DETAILS - 1
12	WATER DETAILS - 2
13	SEWER AND JACK AND BORE DETAILS
14	SEWER DETAILS
15	LIFT STATION DETAIL
16	MATERIAL REQUIREMENTS
17	TRACT PLAN
18	C.R. 561 TURN LANE PLAN
19	C.R. 561 TURN LANE DETAILS
20	JACK AND BORE PLAN
21	EROSION CONTROL PLAN
22	REUSE WATER LINE
23	REUSE DETAILS
24	LANDSCAPE PLAN
25	TREE REMOVAL PLAN

LEGEND

-----	PROPOSED STORM DRAIN
--- W ---	EXIST. WATER LINE
--- SS ---	EXIST. SEWER LINE
-----	DRAINAGE BASIN
-----	PHASE LINE
-----	SOILS DIVIDE
●	PROPOSED STORM MANHOLE
■	PROPOSED DRAINAGE INLET
■	PROPOSED CURB INLET--FDOT TYPE 3
■	PROPOSED CURB INLET FDOT TYPE 4
•	PROPOSED YARD DRAIN/CLEANOUT
◻	PROPOSED MITERED END SECTION
FM	--- DENOTES FORCE MAIN
WM	--- DENOTES WATER MAIN
MIN.	--- DENOTES MINIMUM
CLR.	--- DENOTES CLEAR
MH	--- DENOTES MANHOLE
CL	--- DENOTES CENTER LINE
BL	--- DENOTES BASE LINE
STA.	--- DENOTES STATION
ELEV.	--- DENOTES ELEVATION
CONC.	--- DENOTES CONCRETE
FH	--- DENOTES FIRE HYDRANT
RCP	--- DENOTES REINFORCED CONCRETE PIPE
DIP	--- DENOTES DUCTILE IRON PIPE
PVC	--- DENOTES POLYVINYL CHLORIDE PIPE
R/W	--- DENOTES RIGHT OF WAY
P.T.	--- DENOTES POINT OF TANGENCY
P.C.	--- DENOTES POINT OF CURVATURE
MES	--- DENOTES MITERED END SECTION
INV.	--- DENOTES INVERT
BM	--- DENOTES BENCHMARK
ADS	--- DENOTES ADVANCED DRAINAGE SYS. INC.
CO	--- DENOTES DRAINAGE CLEANOUT

CITY OF TAVARES SUBDIVISION CONSTRUCTION REVISION PLANS FOR HAMLETS OF TAVARES SUBDIVISION



LEGAL DESCRIPTION

THAT PART OF THE NORTH 1/3 OF GOVERNMENT LOT 8 IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, LYING EAST OF THE EASTERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD AIR LINE RAILROAD, LESS THE EAST 275 FEET THEREOF; ALSO THAT PART OF GOVERNMENT LOT 7 IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, LYING EAST OF THE EASTERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD AIR LINE RAILROAD, LAKE COUNTY, FLORIDA.

SITE DATA:

ZONING:	RMF-2
FROM STREET SIDE PROPERTY LINE:	25'
FROM REAR PROPERTY LINE:	20'
SIDE PROPERTY LINE:	7.5'
NO. SINGLE FAMILY RESIDENTIAL LOTS:	101
NUMBER OF PARKING SPACES REQUIRED:	202
NUMBER OF PARKING SPACES PROVIDED:	202
TOTAL TOWNHOUSE AREA:	1,444 SF
TOTAL PROPERTY AREA:	10.36 AC.
PROJECT DENSITY:	9.74 LOTS/ACRE
TOTAL IMPERVIOUS AREA:	4.94 ACRES (47.7 %)
PROPOSED SERVICES:	
DRINKING WATER:	CITY OF TAVARES
SEWAGE DISPOSAL:	CITY OF TAVARES
ELECTRIC:	SECO
TELEPHONE:	SPRINT UNITED
CABLE TV:	COMCAST
GARBAGE DISPOSAL:	CITY OF TAVARES (6 EACH DUMPSTERS)
FIRE PROTECTION:	CITY OF TAVARES
POLICE PROTECTION:	CITY OF TAVARES

PROJECT NOTES:

1. ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP OF LAKE COUNTY, PROPERTY IS IN ZONE X, PANEL 12069C0365.

PERMITTEE/OWNER
DAVID MORROW
HAMLETS OF TAVARES, LCC.
1130B E HALLANDALE BEACH BLVD
HALLANDALE BEACH, FL 33009
954/455-9028

CIVIL ENGINEER
ARTHUR C. NIX, P.E.
MONTVERDE ENGINEERING, INC.
P.O. BOX 560116
MONTVERDE, FLORIDA 34756
407/469-4829

ENVIRONMENTAL CONSULTANT
MODICA & ASSOCIATES
302 MOHAWK ROAD
CLERMONT, FL 34711
352/394-2000

LAND SURVEYING, INC.
MIKOSZ SURVEYING, INC.
1325 STOWE AVE.
MONT DORA, FL 32757
352/735-6368

GEOTECHNICAL ENGINEER
MR. SCOTT CAVIN, P.E.
ANDREYEV ENGINEERING INC.
1170 WEST MINNEOLA AVE.
CLERMONT, FL 34711
352/241-0508

FIRE DEPARTMENT REQUIREMENTS:

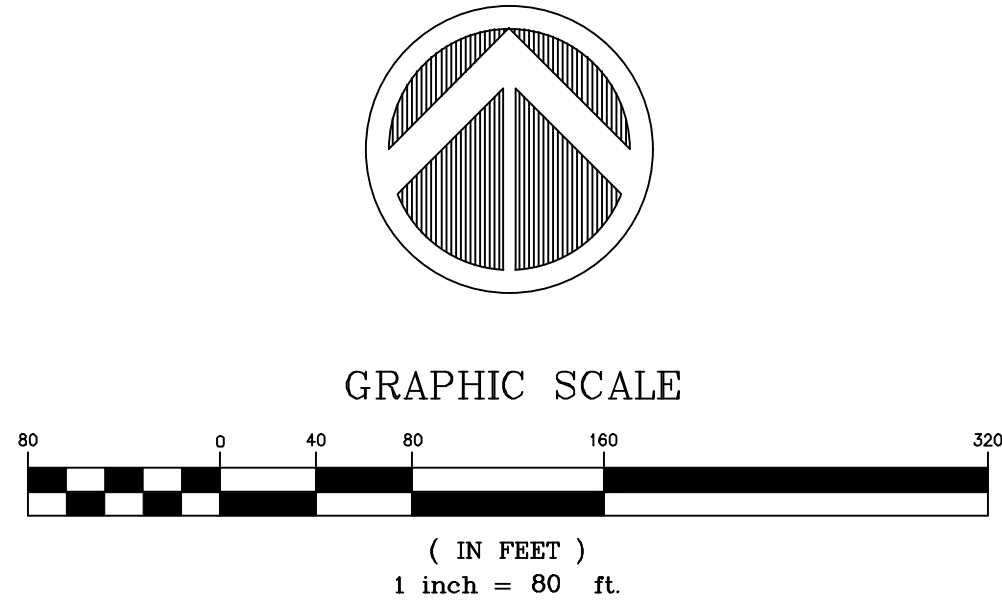
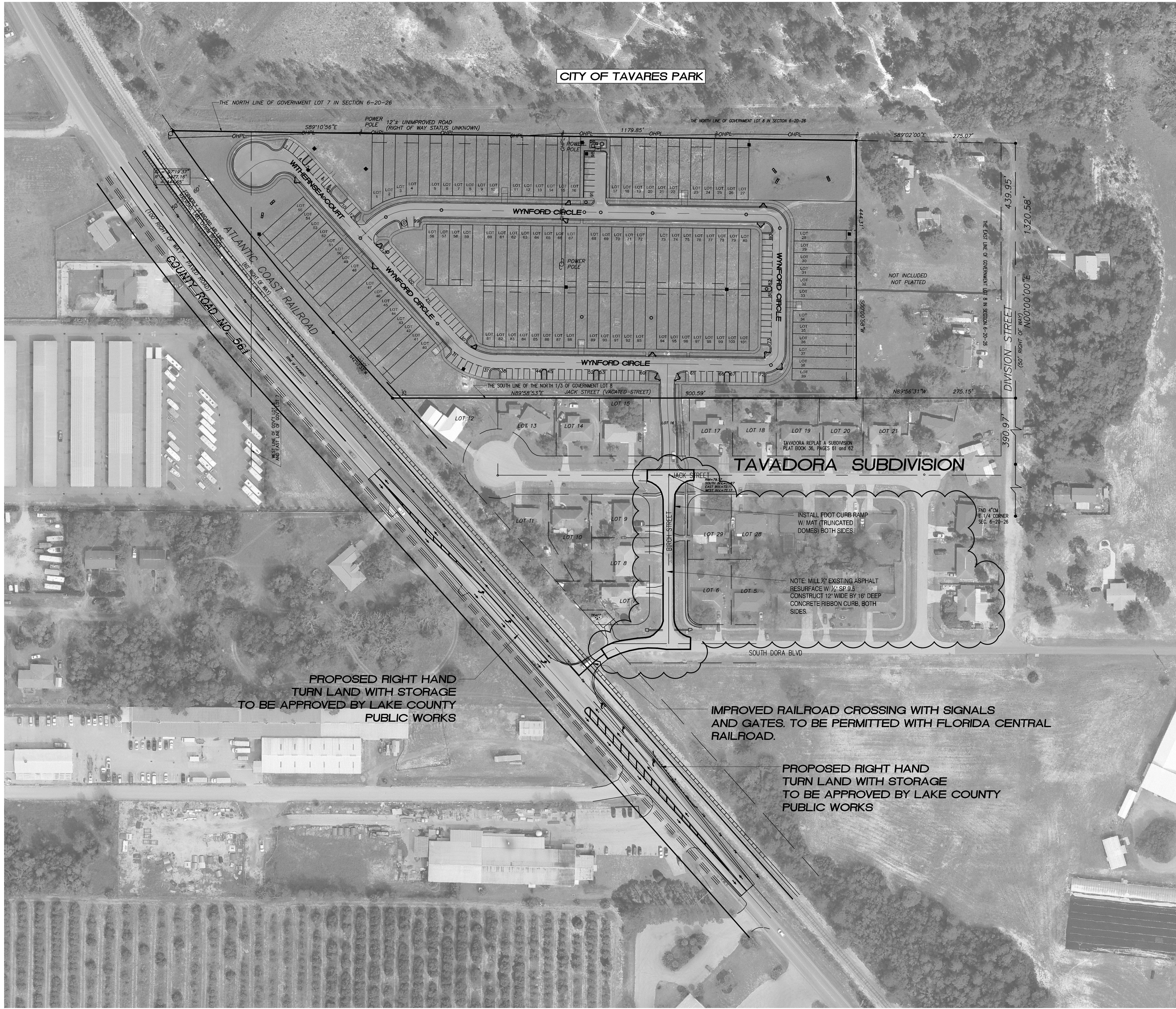
1. THE SITE AND BUILDING CONSTRUCTION WORK BEING CONDUCTED ON THE PROPERTY WILL COMPLY WITH THE 5TH EDITION OF THE FLORIDA FIRE PREVENTION CODES.
1. THE SITE WORK BEING CONDUCTED ON THE PROPERTY WILL COMPLY WITH THE 2004 FLORIDA FIRE PREVENTION CODES.
2. PLEASE PAINT ALL FIRE HYDRANTS RED.
3. EACH FIRE HYDRANT SHALL SUPPLY A MINIMUM OF 1000 GPM OF WATER AT 20 PSI.
4. IF CLEARING LAND FOR THE PROJECT, A BURN PERMIT MUST BE OBTAINED FROM THE CITY OF TAVARES & THE DEPARTMENT OF FORESTRY PRIOR TO BURNING ANY MATERIAL. THE CITY OF TAVARES BURN PERMIT REQUIREMENT NEEDS TO BE ON THE SUBDIVISION CONSTRUCTION PLANS.
5. THE FIRE DEPARTMENT WILL ISSUE A BURNING PERMIT TO ALLOW BURNING OF CLEARED MATERIAL ONLY IF THE FOLLOWING CONDITIONS ARE MET:
6. AN AIR CURTAIN INCINERATOR PROCESS IS USED DURING THE BURNING PROCESS. THE BURN PIT IS AT LEAST 300 FT. AWAY FROM ANY STRUCTURES. THE BURN PIT IS AT LEAST 100 FT. AWAY FROM ANY ROAD.

PLAT NOTES.

1. ALL WATER AND SEWER LINES WILL REMAIN PRIVATE (NON-CITY MAINTAINED) AND MAINTAINED BY THE HOME OWNERS ASSOCIATION (HOA). ONLY METERS WILL BE MAINTAINED BY THE CITY AND SHALL BE NOTED ON THE PLAT.
2. ALL STREETS AND SIDEWALKS TO REMAIN PRIVATE (NON-CITY MAINTAINED) AND MAINTAINED BY THE HOA AND SHALL BE NOTED ON THE PLAT.
3. STORMWATER MANAGEMENT SYSTEM TO BE PRIVATE (NON-CITY MAINTAINED) AND MAINTAINED BY THE HOA.

CONSTRUCTION/DEVELOPMENT NOTES.

1. AFTER THE SITE PLAN HAS BEEN APPROVED, THE APPLICANT IS REQUIRED TO ARRANGE A PRE-CONSTRUCTION MEETING WITH THE PUBLIC WORKS DEPARTMENT. THIS MEETING WILL INVOLVE CITY STAFF, THE SITE AND BUILDING CONTRACTORS, AND ALL APPLICABLE UTILITY PROVIDERS. THE SITE DEVELOPMENT PERMIT AND BUILDING PERMIT WILL NOT BE ISSUED UNTIL THIS MEETING HAS BEEN SCHEDULED.
2. CITY WILL MAINTAIN WATER METERS.
3. HOA WILL MAINTAIN ALL WATER SYSTEM INTERNAL TO THE SUBDIVISION.
4. ALL EASEMENTS TO BE UNOBSTRUCTED.
5. LIFT STATION WILL BE PRIVATE AS WILL THE FORCEMAIN.
6. HOA WILL MAINTAIN STORMWATER MANAGEMENT SYSTEM.



M·O·N·T·V·E·R·D·E·
ENGINEERING INC.

P.O. BOX 560116 MONTERO, FL 34756
PHONE 407-469-4829
CERT. OF AUTHORIZATION NUMBER 5543
ARTHUR C. NIX, P.E.
P.E. NUMBER 36859

2-28-07

HAMLETS OF TAVARES
SUBDIVISION
PUNCHLIST CONFORMANCE PLANS

CITY OF TAVARES
LAKE COUNTY, FLORIDA

JOB NO.	3056
DATE	FEBRUARY 2007
SCALE	GRAPHIC
DRAWN BY	ACN
CHKD BY	ACN
REVISIONS	
3	GENERAL REV. 12/8/05
4	GUARD RAIL 12/20/05
5	TAVARES REV. 12/22/05
6	GENERAL REV. 3/3/06
7	MISC. REV. 8/31/06
8	LANDSCAPE REV 2/28/07
9	CONST. REV. 2/6/19
CAD FILE NO.	
DRAWING DESCRIPTION	
OVERALL PLAN	
AERIAL PLAN	
TURN LANE PLAN	
DRAWING NO.	
SHEET 2	

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into as of this ____ day of _____, 2019 by and between **FLORIDA CENTRAL RAILROAD COMPANY, INC.**, a Florida corporation with an address of 3001 West Orange Avenue, Apopka, FL 32703 (“FCEN”) and **THE CITY OF TAVARES**, a municipal corporation of the State of Florida with an address of 201 E. Main Street, Tavares, FL 32778 (the “Licensee”).

Preliminary Statement

- A. Licensee, for the economical and convenient conduct of Licensee’s business, desires to obtain from FCEN a license to use a portion of FCEN’s right of way leased to FCEN pursuant to a lease agreement between FCEN and CSX Transportation, Inc. (the “CSX Lease”), without establishing, claiming, or possessing any estate or interest therein (the “License”), for the benefit of Licensee.
- B. FCEN has the right, power and authority to enter into this License Agreement, pursuant to the CSX Lease.
- C. Licensee desires to construct and maintain an underground water main (the “Pipe”) within the License Area, defined below.

NOW THEREFORE, in consideration of the mutual promises contained herein the parties agree as follows:

- 1. **GRANT OF LICENSE**
FCEN hereby grants unto Licensee, its successors and assigns a License, with authority to enter upon, construct and maintain, pursuant to this License, the Pipe under the FCEN’s tracks and right of way near South Dora Boulevard, Tavares, Lake County, Florida, approximately two thousand one hundred twelve (2,112’) feet south of Railroad Mile Post 785, DOT Crossing Number 625197G (the “License Area”), described on Exhibit A, which is attached hereto and incorporated herein.
- 2. **SUBJECT TO MASTER LEASE AGREEMENT**
This License shall be subject to the terms and conditions of the CSX Lease, a memorandum of which is recorded in the public records.
- 3. **STATUS OF SUBCONTRACTORS**
For purposes of this Agreement, all references to Licensee shall include Licensee, its contractors, subcontractors, agents, officers, employees and others acting under its or their authority.

4. USE

Licensee shall use the License Area for the construction, maintenance and operation of the Pipe that is the subject of this Agreement only for the transmission of water, and any other purpose or use is prohibited. Notwithstanding any contrary provisions herein, Licensee agrees that this License shall not be used in any way that will inhibit the use of the License Area by FCEN, its successors or assigns. The Pipe shall be constructed, maintained and operated by Licensee in accordance with Exhibit A.

5. CONDUCT OF WORK

All work connected with the construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the said Pipe shall be undertaken within the License Area. However, no such work shall be performed without prior written notice to, and approval of, FCEN's General Manager. Any and all work shall be performed in a manner satisfactory to the FCEN. All work shall be performed at times and in a manner which shall not disturb the reasonable operation of the business of FCEN. At the sole discretion of FCEN's General Manager, flag protection services may be required during construction and periods of maintenance. Licensee, in accordance with Paragraph 14 below, shall be responsible for all costs and expenses of any flagging service.

6. FEES

Licensee shall pay to FCEN for this License, an annual license fee of **Nine Hundred Thirty-Nine and 89/100 (\$939.89) Dollars, plus sales tax if applicable.** The license fee shall be payable in advance in annual payments on the anniversary date of this License for as long as this License remains in force and effect. Such annual license fee shall increase annually on each anniversary date of this License Agreement in proportion to the increase in the Consumer Price Index, series CWUR0000AA0 annual data, as published by the United States Department of Labor, Bureau of Labor Statistics, over such index from the prior year; provided, however, that in no event shall the annual fee be less than Nine Hundred Thirty-Nine and 89/100 (\$939.89) Dollars. In the event Licensee fails to make the aforesaid annual payment, Licensee shall be considered to be in default, and this License shall cease, be null and void and of no further force or effect, and the Pipe and facilities installed shall become the property of FCEN but only after written notice from FCEN of Licensee's default and the passage of a thirty (30) day opportunity to cure such default. In the event that FCEN has failed to invoice its pricing correctly for any year, FCEN shall have the power to retroactively adjust its price for any past year to conform to that past year's proper pricing schedule. Any retroactive price increase shall be paid for by Licensee together with the annual license fee.

7. TERM

The term of the License and of this Agreement shall run for a period of one (1) year from the above date. Thereafter, this Agreement shall automatically renew for successive one-year periods unless or until it is terminated as provided below.

In no event shall the Term of the License or this Agreement extend beyond the term of the CSX Lease.

8. TERMINATION

8.1 Notwithstanding any contrary provisions contained herein, this Agreement may be terminated at any time by either FCEN or Licensee by giving to the other party thirty (30) days advance written notice of its intention to so terminate.

8.2 Further, if Licensee fails to keep or perform any covenants, terms and/or conditions of this Agreement (a "Breach") and the Breach, in FCEN's opinion, constitutes a safety hazard, then FCEN shall have the right to terminate this Agreement upon written notice to Licensee, giving Licensee twenty-four (24) hours to cure such Breach. The curing of the Breach within said time period shall negate the said notice of termination and the failure to cure within the said period shall be conclusive termination of this Agreement.

8.3 In the event of termination, Licensee shall remove the Pipe and restore the License Area as nearly as possible to as good order and condition as when original entry was made thereon by said Licensee, at its sole expense, cost and liability. Upon failure to do so, FCEN, may at any time thereafter, remove the Pipe and repair the License Area at the sole expense, cost and liability of Licensee.

9. GOVERNMENT REQUIREMENTS

Installation of the Pipe pursuant to this License Agreement shall be performed in accordance with all appropriate governmental and administrative requirements for the use(s) for which such Pipe is to be maintained.

10. FCEN REGULATIONS

Licensee agrees that it shall observe and obey all regulations of FCEN respecting the use of the License and the License Area.

11. NON-PERMANENT LOCATION

Licensee recognizes that it may be in the best interest of FCEN to move the Pipe to other Area within FCEN's property, and therefore, Licensee agrees, at Licensee's cost and expense, to move or relocate the said Pipe at the reasonable request of FCEN. Licensee hereby agrees to effectuate and perform such move expeditiously and within reasonable constraints of time.

12. RISK, LIABILITY, INDEMNITY

12.1 To the extent permitted by law, Licensee shall defend, indemnify and save FCEN and its officers, shareholders, directors, affiliates, employees and agents harmless, from and against, any and all liability, loss, claim, suit, damage, charge, or expense (including reasonable attorney's fees and experts) which any such party may suffer, sustain, incur or in any way be subjected to, on account of death of, or injury to, any person and damage to or loss of or destruction of any property, arising out of, or resulting from, or in any way connected with, the construction, presence,

existence, repair, maintenance, replacement, operation, use, or removal of Licensee's Pipe, the use of the License Area pursuant hereto or any structure in connection therewith, or restoration of the License Area to good order or condition.

12.2. Use of FCEN's right of way involves certain risks of loss or damage as a result of FCEN's operations. To the extent permitted by law, Licensee expressly assumes all risk of loss and damage to persons or Licensee's property or Pipe, in, on, over or under the License Area, including loss of or any interference with use thereof, regardless of cause, including derailment, arising out of FCEN's operations. For purposes of this section, Licensee's property shall include the contents of the Pipe as well as property of third parties situated or placed upon FCEN's right of way by Licensee or by such third parties at the request of or for the benefit of Licensee.

12.3 Without limiting the generality of other provisions herein, to the extent permitted by law, Licensee also expressly assumes all risk of loss which may result from Licensee's failure to maintain either the Pipe or the required depth and support for the Pipe.

12.4 Without limiting the generality of other provisions contained herein, to the extent permitted by law, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold FCEN and its officers, shareholders, directors, affiliates, employees and agents harmless from (a) all claims, costs and expenses, including reasonable attorneys' fees as a consequence of any pollution of air, water, land and/or ground water on or off the License Area, arising from, or in connection with, the use of this License Area or resulting from the leaking, bursting, spilling, or escape of the material transmitted in or through Licensee's Pipe; (b) any claim or liability arising under federal or state law dealing with pollution of air, water, land, and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of FCEN's tracks.

12.5 Obligations of Licensee hereunder to defend, indemnify and hold FCEN harmless shall also extend to companies or other legal entities that control or are under common control with FCEN and its/their respective officers, directors, shareholders, agents and employees.

12.6 Nothing herein shall be construed as a waiver of Licensee's sovereign immunity.

12.7 Licensee's duty to defend, indemnify, and hold FCEN and its officers, directors, shareholders, affiliates, employees, and agents harmless shall survive the expiration and/or termination of this License Agreement.

13. NOTICES

All notices on the part of Licensee to FCEN shall be given in writing to the General Manager, **FLORIDA CENTRAL RAILROAD COMPANY, INC.**, of 3001 W. Orange Avenue, Apopka, FL 32703.

All notices on the part of FCEN to Licensee shall be given in writing to the Attn: City Administrator, **THE CITY OF TAVARES**, P.O. Box 1068, Tavares, Florida 32778.

All notices shall be sent in person, or via overnight courier, or email.

14. FCEN COSTS AND EXPENSES

Licensee agrees to pay to FCEN all reasonable costs and expenses incurred by FCEN due to FCEN's granting of this License or due to the use, maintenance or existence of said License by Licensee. Such costs and expenses shall include, but are not limited to, FCEN's cost of providing flag protection services pursuant to Paragraph 5 above. Licensee's cost for such flag protection services shall be the then-current rate per day for the particular flag protection services that FCEN determines, in its sole discretion, are required after reviewing the needs of the work site.

15. COSTS AND ATTORNEYS FEES

In the event FCEN retains the services of attorneys, other professionals or persons in order to collect fees or other obligations from Licensee hereunder, FCEN shall be entitled to collect from Licensee all such attorney's fees, professional fees and costs so incurred, including but not limited to, said attorney's fees and costs for litigation and appeals thereof.

16. NO WARRANTIES

This License is herein granted without any warranty, express or implied, and Licensee hereby agrees that no damages shall be recoverable from FCEN because of any dispossession of Licensee or because of any failure of, defect in, cancellation of, or termination of, FCEN's property interest in the License Area.

17. ASSIGNMENT

No assignment of rights or privileges hereunder by Licensee shall be valid unless the written consent of FCEN is first obtained.

18. FUTURE PARTIES

This License shall inure to the benefit of, and be binding upon, the Parties hereto and their respective, heirs, legal representatives, successors and assigns.

19. REMEDIES

The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any party may be lawfully entitled. The failure or delay of any party to insist upon the strict or timely performance of a covenant hereunder or any

obligation hereunder, shall not be a waiver of such party's right to demand strict compliance therewith in the future.

20. CAPTIONS

All titles or captions are inserted for convenience only and they in no way shall be construed to define, limit or describe the scope of this Agreement or any provision thereof.

21. SEVERABILITY

If any clause or provision of this Agreement shall be deemed to be invalid or unenforceable under present or future laws, then, in that event it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby.

22. CHOICE OF LAW

This instrument is being delivered and is intended to be performed in the state of Florida and shall be construed and enforced in accordance with the laws of that state. Any aggrieved party may proceed to enforce its rights in the appropriate action at law or in equity. Venue for all suits arising out of this instrument shall lie exclusively in the Courts of Orange County, Florida. By execution or adoption of this agreement, each party hereby submits itself to the *in personam* jurisdiction of the Courts of Orange County, Florida.

23. INSURANCE

23.1 Licensee shall maintain insurance in the following amounts:

- (a) General liability insurance in the amount of Two Million dollars (\$2,000,000);
- (b) Contractual liability in the amount of Two Million dollars (\$2,000,000);
- (c) Worker's compensation, statutory limits or greater;
- (d) Automobile liability, One Million dollars (\$1,000,000); and
- (e) Railroad Protective Liability with bodily injury protection of Two Million dollars (\$2,000,000) and property damage of Two Million dollars (\$2,000,000).

All such insurance shall name FCEN as an additional insured. The original of the railroad protective liability policy shall be provided to FCEN and certificates of insurance evidencing Licensee's compliance with subparagraphs (a), (b), (c), (d) and (e) above shall be forwarded to FCEN prior to any work commencing on or within the License Area. Notwithstanding anything to the contrary, the insurance required under subparagraph (e) shall only be required during installation of the Pipe and whenever the Pipe will be reconstructed, updated, maintained or otherwise improved.

24. MODIFICATION

All modifications or waivers to this License Agreement must be in writing and executed by both parties.

25. MERGER

This Agreement represents the final, complete and exclusive understanding of the Parties of the subject matter hereto.

26. LICENSEE'S AUTHORITY TO EXECUTE THIS AGREEMENT

Licensee represents and warrants that it has taken all necessary actions required in order to enter into this License Agreement and cause it to be fully enforceable against Licensee, and that its agent below is authorized to execute this License Agreement.

[END OF AGREEMENT EXCEPT FOR SIGNATURE PAGE AND EXHIBIT]

IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument on the day, month and year first written above.

Signed and delivered in the presence of: **FLORIDA CENTRAL RAILROAD
COMPANY, INC.**

Witness
Print Name: By: _____
Thomas C. Owen, Jr.
President

Witness
Print Name:

THE CITY OF TAVARES

Witness
Print Name: By: _____
Name:
Title:

Witness
Print Name:

APPROVED AS TO FORM AND LEGALITY:

Print Name:
City Attorney

ACCEPTED BY CITY COUNCIL

DATE: _____
OFFICE OF THE CITY CLERK

EXHIBIT A
LICENSEE'S APPLICATION FOR PIPE CROSSING DATED _____, 2019
(9 pages below)

Application for Facility Installation

Plans for proposed installation shall be submitted to and meet the approval and requirements of the Railroad Company before construction is begun. Material and installation are to be in strict accordance with specifications of the National Electrical Safety Code (NESC) or the American Railway Engineering Association (AREMA) which ever applies. **An original Plan, Section and Elevation views** from field survey showing location in respect to Mile Post, width of Railroad Right of Way, location of adjacent structures affecting crossing must accompany application. If open cutting or tunneling is necessary, details of sheeting and method of supporting tracks or driving tunnel shall also be shown. Flagging as defined by Railroad is required during installation and costs are responsibility of Agreement Holder.

THIS SECTION RAILROAD USE ONLY

Date Application

Received by

Railroad Approval:

FIELDS BELOW TO BE FILLED IN BY

APPLICANT

Application Fee:

Waived

RR Agreement

No:

TAVA-61-167

Licensing Type:

Annual

Licensing

Amount:

Narrative

Please provide a Description / Scope of work to be performed (include purpose, scope of work, special conditions)

18" Potable Water Line

Installation Location Information

City: Tavares	State: FL	County: Lake
Railroad Location: Florida Central Railroad	GPS Latitude Entering ROW: 28.77863056886123	GPS Longitude Entering ROW: -81.74517108743526
Feet: 2112	Select a direction from nearest railroad mile post: S	Mile Post No: 785
Angle between center line of right of way and occupancy will be (degrees):	No of RR Tracks to be crossed:	Total length within RR right of way measured in feet:
Will facility be located near a public roadway?: Yes	Street Name: S Dora Blvd	AAR/DOT Crossing Inventory Number: 625197G

Facility Owner Information

Legal Information

Owner's Complete Legal Company Name: City of Tavares

Legal Address Line 1: 201 E Main St

Legal Address Line 2:

City: Tavares	State: FL	Zip: 32778
Business Type: Municipality	Other Business Type:	State of Business Registration: FL
The following must be provided for the person who will sign off on agreement:	Name:	Title:

Billing Information		
If same as legal address above, check here:		
Billing City:	Billing State:	Billing Zip:
Billing Address Line 1:	Billing Address 2:	
Owner Contact Information		
Contact Name: John Drury	Title: City Manager	E-mail: JDrury@Tavares.Org
Office Phone: 352-742-6209	Extension:	Mobile Phone:
Emergency Phone:		
Project Engineer/Consultant/Agent Information		
If same as legal address above, check here:	Engineer/Consultant/Agent Company Name:	
Contact Name:		
Address Line 1:		
Address Line 2:		
City:	State:	Zip:
Office Phone:	Mobile Phone:	E-mail
Project Information		
Is this covered by existing Railroad permit/agreement or master agreement?	Yes	
Is this project related to another transaction/project with railroad?	Yes	
Is this a new installation? Upgrade/Replacement/Relocation of Existing Facilities		
Will proposed installation connect to an existing facility within railroad corridor?	No	
Type of Installation: Pipe	Method: Sub-grade	Plans of any sub-grade $\geq 30"$ diameter are subject to review by Engineers of Railroad choice at cost & expense of facility owner.
Will this installation be parallel to railroad company tracks anywhere in excess of 150 feet?	No	
		If yes indicate length in feet.

Sub-grade Installation Information		
If sub-grade, select the proposed method of installation: Jack & Bore		
Bury: Base of rail to top of casing:		
Bury: Not beneath tracks:		
Bury: Roadway ditches:		
Temporary track support or riprapping required:		
Wires, pole obstructions to be relocated:		
Pipe Installation		
Pipe Type: Water – Potable	Flammable:	
Max working pressure (PSI):	Test Pressure Type:	
Pipe Specifications	Carrier Pipe	Casing Pipe
Materials Specs & Grade		
Minimum Yield Strength of Material PSI		
Mill Test Pressure PSI		
Inside Diameter		
Wall Thickness		
Outside Diameter		
Type of Seam		
Laying Lengths		
Kind of Joints		
Number of Vents:	Size of Vents:	Height Above Ground:
Seals:	Cathodic Protection:	Protective Coating:
Type, size and spacing of insulators or supports:		

If application is approved, applicant agrees to reimburse the Railroad for any cost incurred by the railroad incident to installation, maintenance, and/or supervision necessitated by this installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation.

IF THE APPLICATION IS APPROVED, THE APPLICANT SHALL EXECUTE THE RAILROAD'S STANDARD FORM OF LICENSE AGREEMENT. IN THE EVENT THE RAILROAD INCURS LEGAL FEES IN EXCESS OF \$500 IN CONNECTION WITH THE COMPLETION OF THE LICENSE AGREEMENT THE APPLICANT SHALL PAY FOR ALL SUCH LEGAL FEES OF THE RAILROAD IN EXCESS OF \$500. WHETHER APPROVED OR DENIED, IN THE EVENT LITIGATION ARISES OUT OF OR IN CONNECTION WITH THIS APPLICATION OR THE UNDERLYING SUBJECT MATTER OF THIS APPLICATION, THE APPLICANT SHALL BE RESPONSIBLE FOR, AND AGREES TO PAY, ALL ATTORNEY'S FEES AND COSTS INCURRED BY THE RAILROAD. THE APPLICANT AGREES THAT THERE IS VALID CONSIDERATION EXCHANGED BY ALL PARTIES HERETO TO SUPPORT ALL OBLIGATIONS CREATED BY THIS APPLICATION.

Date:	Written Signature	
Title of Officer Signing Application:	Printed Name of Officer Signing Application:	

FLORIDA CENTRAL RAILROAD
FLORIDA MIDLAND RAILROAD
FLORIDA NORTHERN RAILROAD
APPLICATION FOR PIPELINE CROSSING/PARALLELISM UNDER/OVER
PROPERTIES AND TRACKS

Plans for proposed installation shall be submitted to and meet the approval of the Railroad Company before construction is begun. Material and installation are to be in strict accordance with specifications of the American Railway Engineering Association and requirement of The Florida Central/Midland/Northern Railroads. Original and three (3) elevation section of crossing from field survey, location in respect to Mile Post, width of Railroad's right of way, location of adjacent structures affecting crossing, and all information required in Figures 1 and 2 of AREA Specification, Part 5 Pipelines. If open cutting or tunneling is necessary, details of sheeting and method of supporting tracks or driving tunnel shall be shown. An application fee of \$200.00 should accompany this application.

Correct name of applicant

David Morrow, Hamlets of Tavares, LLC

Phone: (954) 455-9028

Post Office Address 1130 B Hollandale Beach Blvd, Hollandale Beach, FL 33009

3. Partnership - Name and initials all partners, women given and surnames before marriage and present N/A

4. If incorporated, name and state in which incorporated: Hamlets of Tavares LLC - Florida

5. Location 2112 feet South (Direction) from nearest RR Mile Post 785 (Mr 22)
VS

6. Nearest Railroad Station _____ County Lake State Florida

7. Within limits of public highway name C R 561 Fed-State-County No. _____
C R 561

8. Temporary track support or rippapping required () Yes (X) No - Describe _____

9. Wires, poles obstructions to be relocated () Yes (X) No - Describe _____

10. Product to be conveyed _____ Flammable () Yes (X) No - Describe _____
Potable water main - drinking water for subdivision

11. Max. working pressure 50 PSI Field test pressure PSI. Type test N/A

12. Location of shut-off valves See plan

13. PIPE SPECIFICATIONS

	CARRIER PIPE-DIP	CASING PIPE
Materials Specs & Grade	<u>8" Class50</u>	<u>18" ASTM A139</u>
Minimum Yield Strength	<u>Potable Water Line</u>	<u>GRADE B</u>
of Material PSI		<u>35,000 PSI</u>
Mill Test Pressure PSI	<u>42,000</u>	
Inside Diameter	<u>8.55"</u>	<u>17.38"</u>
Wall Thickness	<u>0.25"</u>	<u>5/16"</u>

OK
WJ
B

Outside Diameter	<u>9.05"</u>	<u>18"</u>
Type of Seam	<u>N/A</u>	<u>Straight</u>
Laying Lengths	<u>20'</u>	<u>20'</u>
Kind of Joints	<u>restrained</u>	<u>Welded</u>
Total Length within RR		
Right of Way	<u>60'</u>	<u>60'</u>
VENTS: Number <u>N/A</u> Size <u>N/A</u> Hgt. Above ground <u>N/A</u>		
SEALS: Both ends <u>Yes</u> One end <u>N/A</u>		
BURY: Base of rail to top of casing <u>6</u> ft. <u>0</u> in.		
BURY: (Not beneath tracks) <u>5'-6"</u>		
BURY: (Roadway ditches) <u>5'</u> ft. <u>0</u> in.		
CATHODIC PROTECTION: () Yes (X) No		
PROTECTIVE COATING: () Yes (X) No		
Type, size and spacing of insulators or supports <u>Cascade or equal / 6 per bore</u>		
14. Method of installation <u>Per Cascade recommendations</u>		

If application is approved, applicant agrees to reimburse the Railroad for any cost incurred by the railroad incident to installation, maintenance, and/or supervision necessitated by this pipeline installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation. Should open cut installation be required a non-refundable charge of \$_____ will be required to resurface tracks.

2/11/05
Date

[Signature]
Signature and Title of Officer Signing
Application

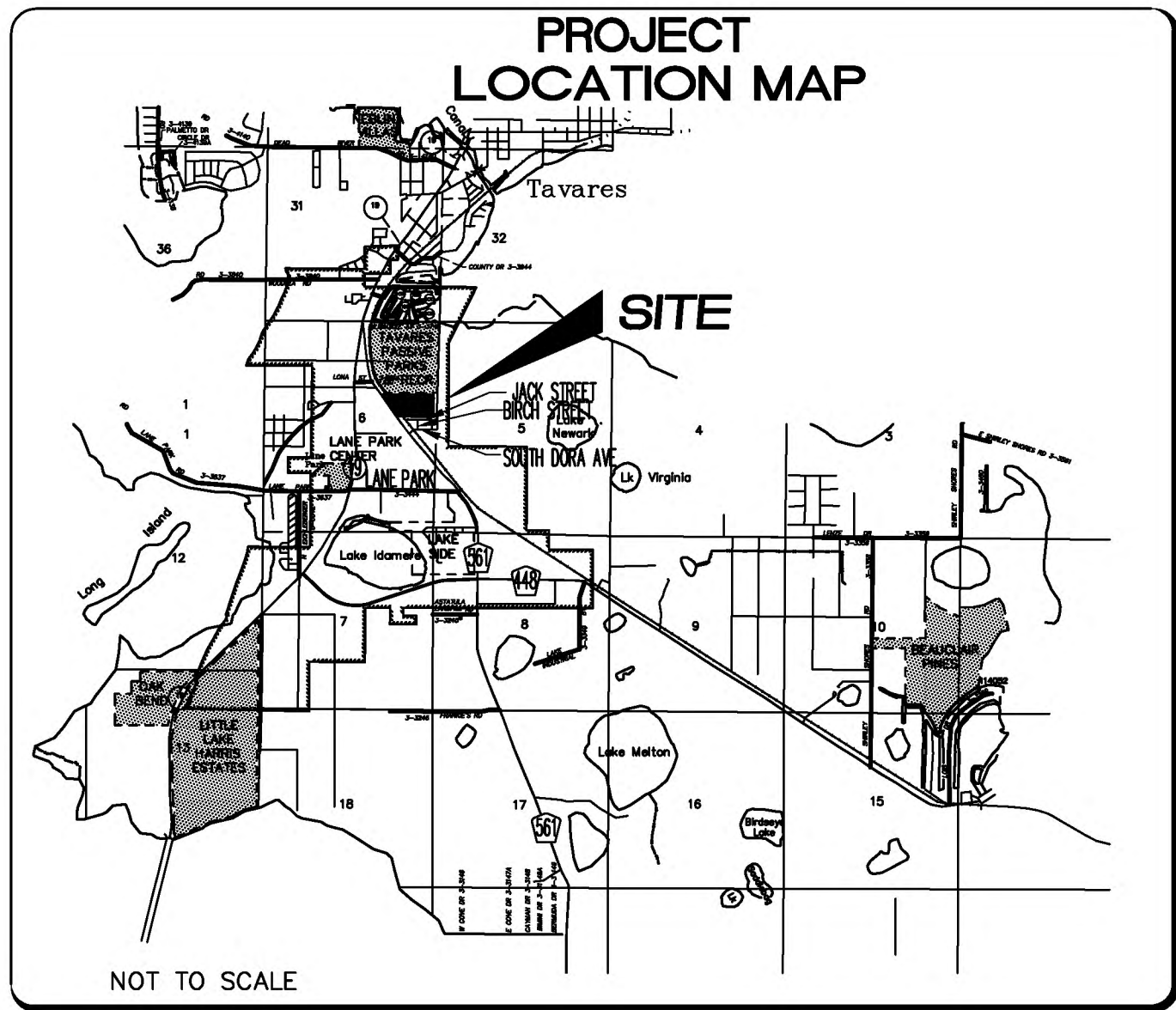
IN THE EVENT LITIGATION ARISES OUT OF OR IN CONNECTION WITH THIS APPLICATION, THE APPLICANT SHALL BE RESPONSIBLE FOR, AND AGREES TO PAY, ALL ATTORNEY'S FEES AND COSTS INCURRED BY THE FLORIDA CENTRAL/MIDLAND/NORTHERN RAILROADS.

NO.	TITLE
1	COVER SHEET
2	OVERALL PLAN
3	MASTER PLAN
4	STORM DRAIN & LS BUFFER PLAN
5A	WATER UTILITIES PLAN
5B	SANITARY SEWER UTILITIES PLAN
5C	SANITARY LATERAL UTILITIES PLAN
6	PLAN PROFILE SHEET
7	PLAN PROFILE SHEET
8	PLAN PROFILE SHEET
9	PONDS & PUBLIC AREAS
10	SITE DETAILS
11	WATER DETAILS - 1
12	WATER DETAILS - 2
13	SEWER AND JACK AND BORE DETAILS
14	SEWER DETAILS
15	LIFT STATION DETAIL
16	MATERIAL REQUIREMENTS
17	TRACT PLAN
18	C.R. 561 TURN LANE PLAN
19	C.R. 561 TURN LANE DETAILS
20	JACK AND BORE PLAN
21	EROSION CONTROL PLAN
22	REUSE WATER LINE
23	REUSE DETAILS
24	LANDSCAPE PLAN
25	TREE REMOVAL PLAN

LEGEND

-----	PROPOSED STORM DRAIN
--- W ---	EXIST. WATER LINE
--- SS ---	EXIST. SEWER LINE
-----	DRAINAGE BASIN
-----	PHASE LINE
-----	SOILS DIVIDE
⊙	PROPOSED STORM MANHOLE
■	PROPOSED DRAINAGE INLET
⌒	PROPOSED CURB INLET--FDOT TYPE 3
⌒	PROPOSED CURB INLET FDOT TYPE 4
•	PROPOSED YARD DRAIN/CLEANOUT
◻	PROPOSED MITERED END SECTION
FM	--- DENOTES FORCE MAIN
WM	--- DENOTES WATER MAIN
MIN.	--- DENOTES MINIMUM
CLR.	--- DENOTES CLEAR
MH	--- DENOTES MANHOLE
CL	--- DENOTES CENTER LINE
BL	--- DENOTES BASE LINE
STA.	--- DENOTES STATION
ELEV.	--- DENOTES ELEVATION
CONC.	--- DENOTES CONCRETE
FH	--- DENOTES FIRE HYDRANT
RCP	--- DENOTES REINFORCED CONCRETE PIPE
DIP	--- DENOTES DUCTILE IRON PIPE
PVC	--- DENOTES POLYVINYL CHLORIDE PIPE
R/W	--- DENOTES RIGHT OF WAY
P.T.	--- DENOTES POINT OF TANGENCY
P.C.	--- DENOTES POINT OF CURVATURE
MES	--- DENOTES MITERED END SECTION
INV.	--- DENOTES INVERT
BM	--- DENOTES BENCHMARK
ADS	--- DENOTES ADVANCED DRAINAGE SYS. INC.
CO	--- DENOTES DRAINAGE CLEANOUT

CITY OF TAVARES SUBDIVISION CONSTRUCTION REVISION PLANS FOR HAMLETS OF TAVARES SUBDIVISION



LEGAL DESCRIPTION

THAT PART OF THE NORTH 1/3 OF GOVERNMENT LOT 8 IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, LYING EAST OF THE EASTERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD AIR LINE RAILROAD, LESS THE EAST 275 FEET THEREOF; ALSO THAT PART OF GOVERNMENT LOT 7 IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, LYING EAST OF THE EASTERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD AIR LINE RAILROAD, LAKE COUNTY, FLORIDA.

SITE DATA:

ZONING:	RMF-2
FROM STREET SIDE PROPERTY LINE:	25'
FROM REAR PROPERTY LINE:	20'
SIDE PROPERTY LINE:	7.5'
NO. SINGLE FAMILY RESIDENTIAL LOTS:	101
NUMBER OF PARKING SPACES REQUIRED:	202
NUMBER OF PARKING SPACES PROVIDED:	202
TOTAL TOWNHOUSE AREA:	1,444 SF
TOTAL PROPERTY AREA:	10.36 AC.
PROJECT DENSITY:	9.74 LOTS/ACRE
TOTAL IMPERVIOUS AREA:	4.94 ACRES (47.7 %)
PROPOSED SERVICES:	
DRINKING WATER:	CITY OF TAVARES
SEWAGE DISPOSAL:	CITY OF TAVARES
ELECTRIC:	SECO
TELEPHONE:	SPRINT UNITED
CABLE TV:	COMCAST
GARBAGE DISPOSAL:	CITY OF TAVARES (5 EACH DUMPSTERS)
FIRE PROTECTION:	CITY OF TAVARES
POLICE PROTECTION:	CITY OF TAVARES

PROJECT NOTES:

1. ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP OF LAKE COUNTY, PROPERTY IS IN ZONE X, PANEL 12069C0365.

PERMITTEE/OWNER
DAVID MORROW
HAMLETS OF TAVARES, LCC.
1130B E HALLANDALE BEACH BLVD
HALLANDALE BEACH, FL 33009
954/455-9028

CIVIL ENGINEER
ARTHUR C. NIX, P.E.
MONTVERDE ENGINEERING, INC.
P.O. BOX 560116
MONTVERDE, FLORIDA 34756
407/469-4829

ENVIRONMENTAL CONSULTANT
MODICA & ASSOCIATES
302 MOHAWK ROAD
CLERMONT, FL 34711
352/394-2000

LAND SURVEYING, INC.
MIKOSZ SURVEYING, INC.
1325 STOWE AVE.
MONT DORA, FL 32757
352/735-6368

GEOTECHNICAL ENGINEER
MR. SCOTT CAVIN, P.E.
ANDREYEV ENGINEERING INC.
1170 WEST MINNEOLA AVE.
CLERMONT, FL 34711
352/241-0508

FIRE DEPARTMENT REQUIREMENTS:

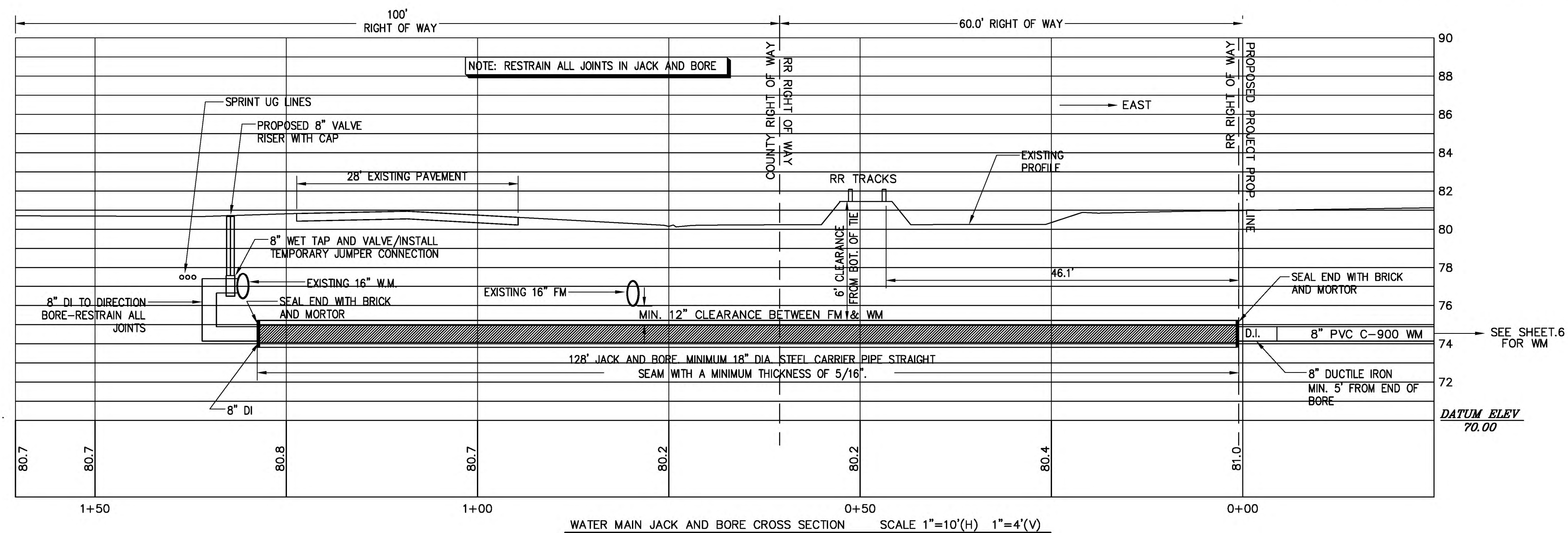
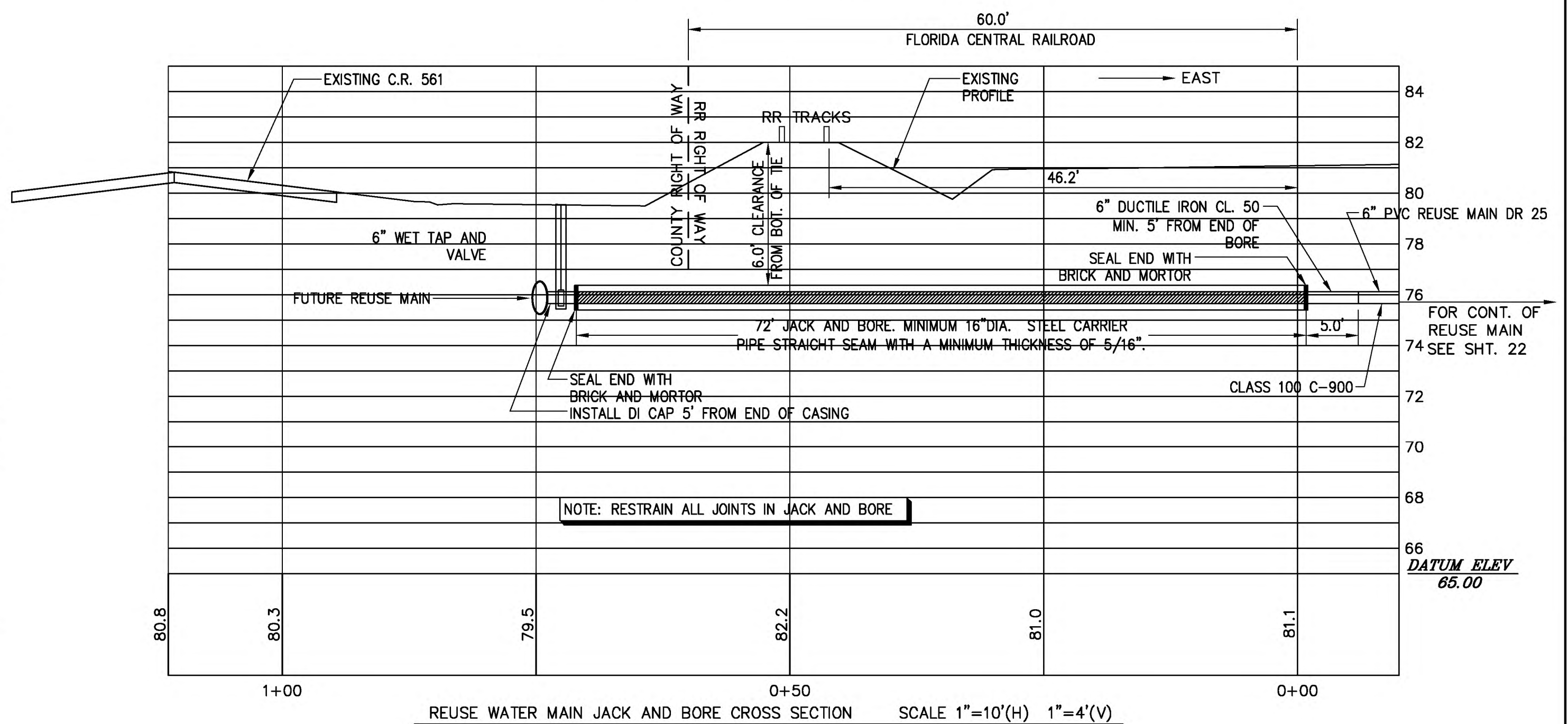
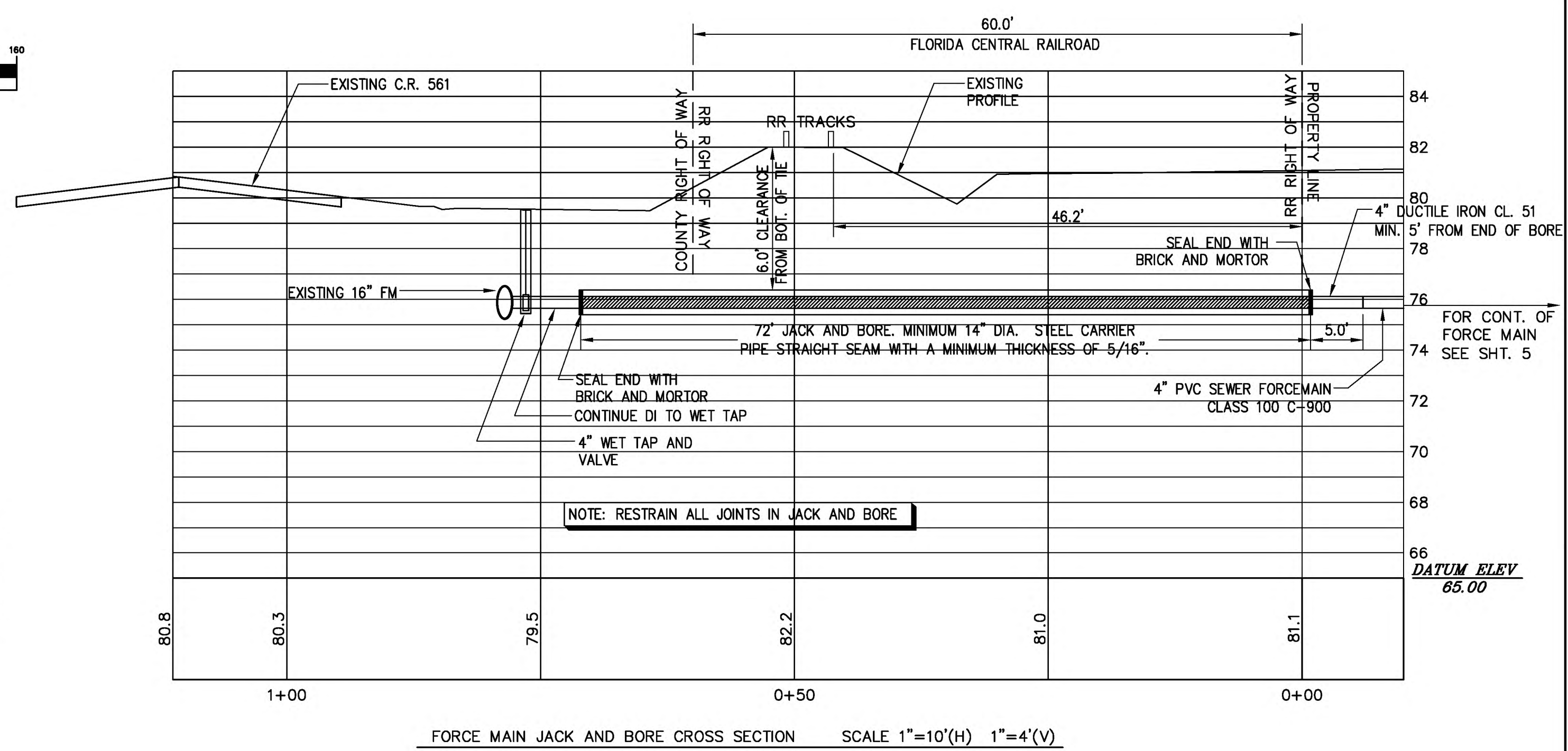
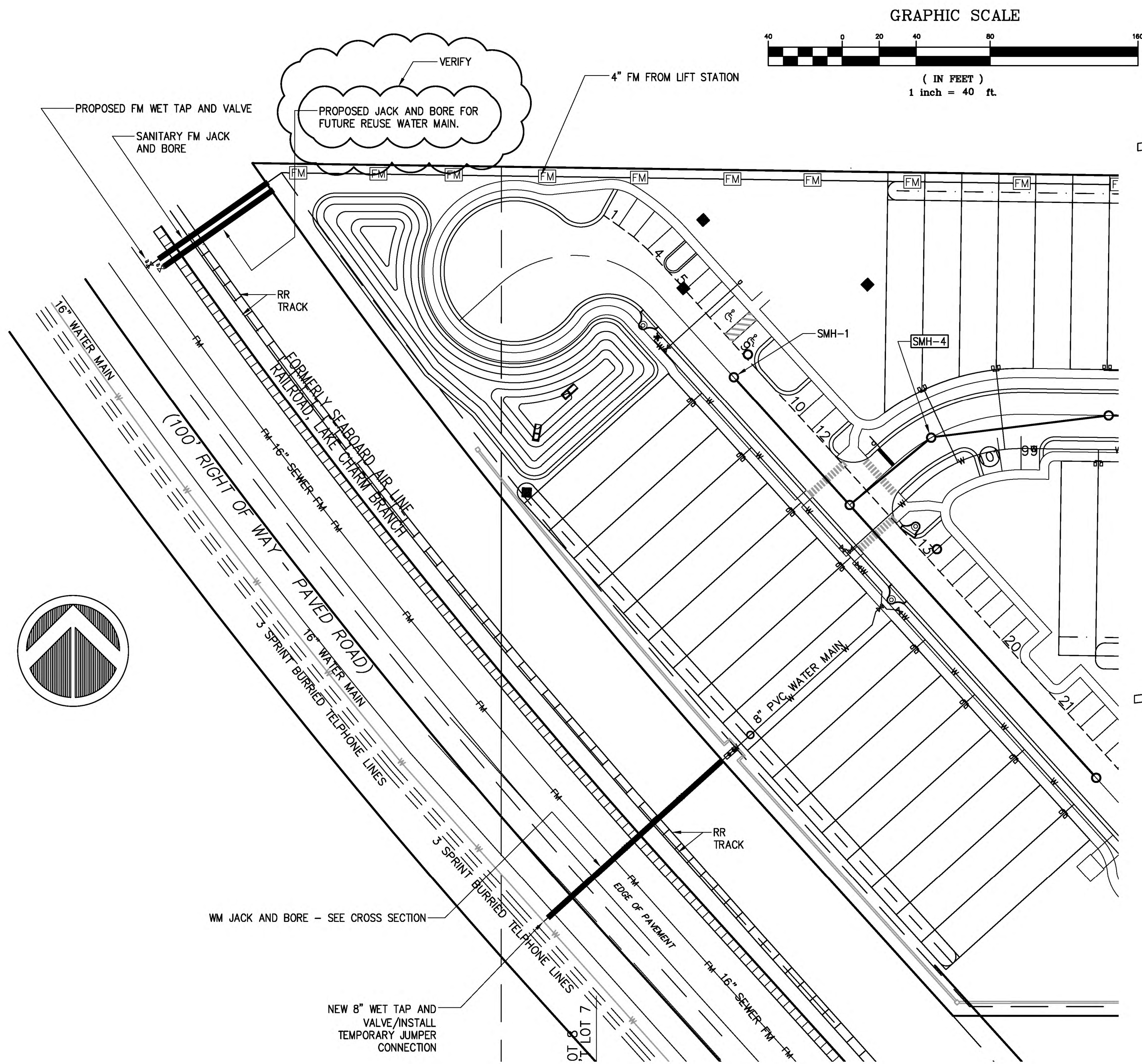
1. THE SITE AND BUILDING CONSTRUCTION WORK BEING CONDUCTED ON THE PROPERTY WILL COMPLY WITH THE 5TH EDITION OF THE FLORIDA FIRE PREVENTION CODES.
1. THE SITE WORK BEING CONDUCTED ON THE PROPERTY WILL COMPLY WITH THE 2004 FLORIDA FIRE PREVENTION CODES.
2. PLEASE PAINT ALL FIRE HYDRANTS RED.
3. EACH FIRE HYDRANT SHALL SUPPLY A MINIMUM OF 1000 GPM OF WATER AT 20 PSI.
4. IF CLEARING LAND FOR THE PROJECT, A BURN PERMIT MUST BE OBTAINED FROM THE CITY OF TAVARES & THE DEPARTMENT OF FORESTRY PRIOR TO BURNING ANY MATERIAL. THE CITY OF TAVARES BURN PERMIT REQUIREMENT NEEDS TO BE ON THE SUBDIVISION CONSTRUCTION PLANS.
5. THE FIRE DEPARTMENT WILL ISSUE A BURNING PERMIT TO ALLOW BURNING OF CLEARED MATERIAL ONLY IF THE FOLLOWING CONDITIONS ARE MET:
6. AN AIR CURTAIN INCINERATOR PROCESS IS USED DURING THE BURNING PROCESS. THE BURN PIT IS AT LEAST 300 FT. AWAY FROM ANY STRUCTURES. THE BURN PIT IS AT LEAST 100 FT. AWAY FROM ANY ROAD.

PLAT NOTES.

1. ALL WATER AND SEWER LINES WILL REMAIN PRIVATE (NON-CITY MAINTAINED) AND MAINTAINED BY THE HOME OWNERS ASSOCIATION (HOA). ONLY METERS WILL BE MAINTAINED BY THE CITY AND SHALL BE NOTED ON THE PLAT.
2. ALL STREETS AND SIDEWALKS TO REMAIN PRIVATE (NON-CITY MAINTAINED) AND MAINTAINED BY THE HOA AND SHALL BE NOTED ON THE PLAT.
3. STORMWATER MANAGEMENT SYSTEM TO BE PRIVATE (NON-CITY MAINTAINED) AND MAINTAINED BY THE HOA.

CONSTRUCTION/DEVELOPMENT NOTES.

1. AFTER THE SITE PLAN HAS BEEN APPROVED, THE APPLICANT IS REQUIRED TO ARRANGE A PRE-CONSTRUCTION MEETING WITH THE PUBLIC WORKS DEPARTMENT. THIS MEETING WILL INVOLVE CITY STAFF, THE SITE AND BUILDING CONTRACTORS, AND ALL APPLICABLE UTILITY PROVIDERS. THE SITE DEVELOPMENT PERMIT AND BUILDING PERMIT WILL NOT BE ISSUED UNTIL THIS MEETING HAS BEEN SCHEDULED.
2. CITY WILL MAINTAIN WATER METERS.
3. HOA WILL MAINTAIN ALL WATER SYSTEM INTERNAL TO THE SUBDIVISION.
4. ALL EASEMENTS TO BE UNOBSTRUCTED.
5. LIFT STATION WILL BE PRIVATE AS WILL THE FORCEMAIN.
6. HOA WILL MAINTAIN STORMWATER MANAGEMENT SYSTEM.



**HAMLETS OF TAVARES
SUBDIVISION
PUNCHLIST CONFORMANCE PLANS**
CITY OF TAVARES
LAKE COUNTY, FLORIDA

JOB NO.	3056
DATE	FEBRUARY 2007
SCALE	GRAPHIC
DRAWN BY	ACN
CHKD BY	ACN

REVISIONS	
3	GENERAL REV. 12/8/05
4	GUARD RAIL 12/20/05
5	TAVARES REV. 12/22/05
6	GENERAL REV. 3/3/06
7	MISC. REV. 8/31/06
8	LANDSCAPE REV. 2/28/07
9	CONST. REV. 2/6/19
CAD FILE NO.	
DRAWING DESCRIPTION	
JACK AND BORE BORES	
DRAWING NO. SHEET 20	

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into as of this ____ day of _____, 2019 by and between **FLORIDA CENTRAL RAILROAD COMPANY, INC.**, a Florida corporation with an address of 3001 West Orange Avenue, Apopka, FL 32703 (“FCEN”) and **THE CITY OF TAVARES**, a municipal corporation of the State of Florida with an address of 201 E. Main Street, Tavares, FL 32778 (the “Licensee”).

Preliminary Statement

- A. Licensee, for the economical and convenient conduct of Licensee’s business, desires to obtain from FCEN a license to use a portion of FCEN’s right of way leased to FCEN pursuant to a lease agreement between FCEN and CSX Transportation, Inc. (the “CSX Lease”), without establishing, claiming, or possessing any estate or interest therein (the “License”), for the benefit of Licensee.
- B. FCEN has the right, power and authority to enter into this License Agreement, pursuant to the CSX Lease.
- C. Licensee desires to construct and maintain an underground water main (the “Pipe”) within the License Area, defined below.

NOW THEREFORE, in consideration of the mutual promises contained herein the parties agree as follows:

- 1. **GRANT OF LICENSE**
FCEN hereby grants unto Licensee, its successors and assigns a License, with authority to enter upon, construct and maintain, pursuant to this License, the Pipe under the FCEN’s tracks and right of way near South Dora Boulevard, Tavares, Lake County, Florida, approximately one thousand three-hundred thirty (1,330’) feet south of Railroad Mile Post 785, DOT Crossing Number 625197G (the “License Area”), described on Exhibit A, which is attached hereto and incorporated herein.
- 2. **SUBJECT TO MASTER LEASE AGREEMENT**
This License shall be subject to the terms and conditions of the CSX Lease, a memorandum of which is recorded in the public records.
- 3. **STATUS OF SUBCONTRACTORS**
For purposes of this Agreement, all references to Licensee shall include Licensee, its contractors, subcontractors, agents, officers, employees and others acting under its or their authority.

4. USE

Licensee shall use the License Area for the construction, maintenance and operation of the Pipe that is the subject of this Agreement only for the transmission of water, and any other purpose or use is prohibited. Notwithstanding any contrary provisions herein, Licensee agrees that this License shall not be used in any way that will inhibit the use of the License Area by FCEN, its successors or assigns. The Pipe shall be constructed, maintained and operated by Licensee in accordance with Exhibit A.

5. CONDUCT OF WORK

All work connected with the construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the said Pipe shall be undertaken within the License Area. However, no such work shall be performed without prior written notice to, and approval of, FCEN's General Manager. Any and all work shall be performed in a manner satisfactory to the FCEN. All work shall be performed at times and in a manner which shall not disturb the reasonable operation of the business of FCEN. At the sole discretion of FCEN's General Manager, flag protection services may be required during construction and periods of maintenance. Licensee, in accordance with Paragraph 14 below, shall be responsible for all costs and expenses of any flagging service.

6. FEES

Licensee shall pay to FCEN for this License, an annual license fee of **Nine Hundred Thirty-Nine and 89/100 (\$939.89) Dollars, plus sales tax if applicable**. The license fee shall be payable in advance in annual payments on the anniversary date of this License for as long as this License remains in force and effect. Such annual license fee shall increase annually on each anniversary date of this License Agreement in proportion to the increase in the Consumer Price Index, series CWUR0000AA0 annual data, as published by the United States Department of Labor, Bureau of Labor Statistics, over such index from the prior year; provided, however, that in no event shall the annual fee be less than Nine Hundred Thirty-Nine and 89/100 (\$939.89) Dollars. In the event Licensee fails to make the aforesaid annual payment, Licensee shall be considered to be in default, and this License shall cease, be null and void and of no further force or effect, and the Pipe and facilities installed shall become the property of FCEN but only after written notice from FCEN of Licensee's default and the passage of a thirty (30) day opportunity to cure such default. In the event that FCEN has failed to invoice its pricing correctly for any year, FCEN shall have the power to retroactively adjust its price for any past year to conform to that past year's proper pricing schedule. Any retroactive price increase shall be paid for by Licensee together with the annual license fee.

7. TERM

The term of the License and of this Agreement shall run for a period of one (1) year from the above date. Thereafter, this Agreement shall automatically renew for successive one-year periods unless or until it is terminated as provided below.

In no event shall the Term of the License or this Agreement extend beyond the term of the CSX Lease.

8. TERMINATION

8.1 Notwithstanding any contrary provisions contained herein, this Agreement may be terminated at any time by either FCEN or Licensee by giving to the other party thirty (30) days advance written notice of its intention to so terminate.

8.2 Further, if Licensee fails to keep or perform any covenants, terms and/or conditions of this Agreement (a "Breach") and the Breach, in FCEN's opinion, constitutes a safety hazard, then FCEN shall have the right to terminate this Agreement upon written notice to Licensee, giving Licensee twenty-four (24) hours to cure such Breach. The curing of the Breach within said time period shall negate the said notice of termination and the failure to cure within the said period shall be conclusive termination of this Agreement.

8.3 In the event of termination, Licensee shall remove the Pipe and restore the License Area as nearly as possible to as good order and condition as when original entry was made thereon by said Licensee, at its sole expense, cost and liability. Upon failure to do so, FCEN, may at any time thereafter, remove the Pipe and repair the License Area at the sole expense, cost and liability of Licensee.

9. GOVERNMENT REQUIREMENTS

Installation of the Pipe pursuant to this License Agreement shall be performed in accordance with all appropriate governmental and administrative requirements for the use(s) for which such Pipe is to be maintained.

10. FCEN REGULATIONS

Licensee agrees that it shall observe and obey all regulations of FCEN respecting the use of the License and the License Area.

11. NON-PERMANENT LOCATION

Licensee recognizes that it may be in the best interest of FCEN to move the Pipe to other Area within FCEN's property, and therefore, Licensee agrees, at Licensee's cost and expense, to move or relocate the said Pipe at the reasonable request of FCEN. Licensee hereby agrees to effectuate and perform such move expeditiously and within reasonable constraints of time.

12. RISK, LIABILITY, INDEMNITY

12.1 To the extent permitted by law, Licensee shall defend, indemnify and save FCEN and its officers, shareholders, directors, affiliates, employees and agents harmless, from and against, any and all liability, loss, claim, suit, damage, charge, or expense (including reasonable attorney's fees and experts) which any such party may suffer, sustain, incur or in any way be subjected to, on account of death of, or injury to, any person and damage to or loss of or destruction of any property, arising out of, or resulting from, or in any way connected with, the construction, presence,

existence, repair, maintenance, replacement, operation, use, or removal of Licensee's Pipe, the use of the License Area pursuant hereto or any structure in connection therewith, or restoration of the License Area to good order or condition.

12.2. Use of FCEN's right of way involves certain risks of loss or damage as a result of FCEN's operations. To the extent permitted by law, Licensee expressly assumes all risk of loss and damage to persons or Licensee's property or Pipe, in, on, over or under the License Area, including loss of or any interference with use thereof, regardless of cause, including derailment, arising out of FCEN's operations. For purposes of this section, Licensee's property shall include the contents of the Pipe as well as property of third parties situated or placed upon FCEN's right of way by Licensee or by such third parties at the request of or for the benefit of Licensee.

12.3 Without limiting the generality of other provisions herein, to the extent permitted by law, Licensee also expressly assumes all risk of loss which may result from Licensee's failure to maintain either the Pipe or the required depth and support for the Pipe.

12.4 Without limiting the generality of other provisions contained herein, to the extent permitted by law, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold FCEN and its officers, shareholders, directors, affiliates, employees and agents harmless from (a) all claims, costs and expenses, including reasonable attorneys' fees as a consequence of any pollution of air, water, land and/or ground water on or off the License Area, arising from, or in connection with, the use of this License Area or resulting from the leaking, bursting, spilling, or escape of the material transmitted in or through Licensee's Pipe; (b) any claim or liability arising under federal or state law dealing with pollution of air, water, land, and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of FCEN's tracks.

12.5 Obligations of Licensee hereunder to defend, indemnify and hold FCEN harmless shall also extend to companies or other legal entities that control or are under common control with FCEN and its/their respective officers, directors, shareholders, agents and employees.

12.6 Nothing herein shall be construed as a waiver of Licensee's sovereign immunity.

12.7 Licensee's duty to defend, indemnify, and hold FCEN and its officers, directors, shareholders, affiliates, employees, and agents harmless shall survive the expiration and/or termination of this License Agreement.

13. NOTICES

All notices on the part of Licensee to FCEN shall be given in writing to the General Manager, **FLORIDA CENTRAL RAILROAD COMPANY, INC.**, of 3001 W. Orange Avenue, Apopka, FL 32703.

All notices on the part of FCEN to Licensee shall be given in writing to the Attn: City Administrator, **THE CITY OF TAVARES**, P.O. Box 1068, Tavares, Florida 32778.

All notices shall be sent in person, or via overnight courier, or email.

14. FCEN COSTS AND EXPENSES

Licensee agrees to pay to FCEN all reasonable costs and expenses incurred by FCEN due to FCEN's granting of this License or due to the use, maintenance or existence of said License by Licensee. Such costs and expenses shall include, but are not limited to, FCEN's cost of providing flag protection services pursuant to Paragraph 5 above. Licensee's cost for such flag protection services shall be the then-current rate per day for the particular flag protection services that FCEN determines, in its sole discretion, are required after reviewing the needs of the work site.

15. COSTS AND ATTORNEYS FEES

In the event FCEN retains the services of attorneys, other professionals or persons in order to collect fees or other obligations from Licensee hereunder, FCEN shall be entitled to collect from Licensee all such attorney's fees, professional fees and costs so incurred, including but not limited to, said attorney's fees and costs for litigation and appeals thereof.

16. NO WARRANTIES

This License is herein granted without any warranty, express or implied, and Licensee hereby agrees that no damages shall be recoverable from FCEN because of any dispossession of Licensee or because of any failure of, defect in, cancellation of, or termination of, FCEN's property interest in the License Area.

17. ASSIGNMENT

No assignment of rights or privileges hereunder by Licensee shall be valid unless the written consent of FCEN is first obtained.

18. FUTURE PARTIES

This License shall inure to the benefit of, and be binding upon, the Parties hereto and their respective, heirs, legal representatives, successors and assigns.

19. REMEDIES

The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any party may be lawfully entitled. The failure or delay of any party to insist upon the strict or timely performance of a covenant hereunder or any

obligation hereunder, shall not be a waiver of such party's right to demand strict compliance therewith in the future.

20. CAPTIONS

All titles or captions are inserted for convenience only and they in no way shall be construed to define, limit or describe the scope of this Agreement or any provision thereof.

21. SEVERABILITY

If any clause or provision of this Agreement shall be deemed to be invalid or unenforceable under present or future laws, then, in that event it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby.

22. CHOICE OF LAW

This instrument is being delivered and is intended to be performed in the state of Florida and shall be construed and enforced in accordance with the laws of that state. Any aggrieved party may proceed to enforce its rights in the appropriate action at law or in equity. Venue for all suits arising out of this instrument shall lie exclusively in the Courts of Orange County, Florida. By execution or adoption of this agreement, each party hereby submits itself to the *in personam* jurisdiction of the Courts of Orange County, Florida.

23. INSURANCE

23.1 Licensee shall maintain insurance in the following amounts:

- (a) General liability insurance in the amount of Two Million dollars (\$2,000,000);
- (b) Contractual liability in the amount of Two Million dollars (\$2,000,000);
- (c) Worker's compensation, statutory limits or greater;
- (d) Automobile liability, One Million dollars (\$1,000,000); and
- (e) Railroad Protective Liability with bodily injury protection of Two Million dollars (\$2,000,000) and property damage of Two Million dollars (\$2,000,000).

All such insurance shall name FCEN as an additional insured. The original of the railroad protective liability policy shall be provided to FCEN and certificates of insurance evidencing Licensee's compliance with subparagraphs (a), (b), (c), (d) and (e) above shall be forwarded to FCEN prior to any work commencing on or within the License Area. Notwithstanding anything to the contrary, the insurance required under subparagraph (e) shall only be required during installation of the Pipe and whenever the Pipe will be reconstructed, updated, maintained or otherwise improved.

24. MODIFICATION

All modifications or waivers to this License Agreement must be in writing and executed by both parties.

25. MERGER

This Agreement represents the final, complete and exclusive understanding of the Parties of the subject matter hereto.

26. LICENSEE'S AUTHORITY TO EXECUTE THIS AGREEMENT

Licensee represents and warrants that it has taken all necessary actions required in order to enter into this License Agreement and cause it to be fully enforceable against Licensee, and that its agent below is authorized to execute this License Agreement.

[END OF AGREEMENT EXCEPT FOR SIGNATURE PAGE AND EXHIBIT]

IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument on the day, month and year first written above.

Signed and delivered in the presence of: **FLORIDA CENTRAL RAILROAD
COMPANY, INC.**

Witness
Print Name: By: _____
Thomas C. Owen, Jr.
President

Witness
Print Name:

THE CITY OF TAVARES

Witness
Print Name: By: _____
Name:
Title:

Witness
Print Name:

APPROVED AS TO FORM AND LEGALITY:

Print Name:
City Attorney

ACCEPTED BY CITY COUNCIL

DATE: _____
OFFICE OF THE CITY CLERK

EXHIBIT A
LICENSEE'S APPLICATION FOR PIPE CROSSING DATED _____, 2019
(9 pages below)

Application for Facility Installation

Plans for proposed installation shall be submitted to and meet the approval and requirements of the Railroad Company before construction is begun. Material and installation are to be in strict accordance with specifications of the National Electrical Safety Code (NESC) or the American Railway Engineering Association (AREMA) which ever applies. **An original Plan, Section and Elevation views** from field survey showing location in respect to Mile Post, width of Railroad Right of Way, location of adjacent structures affecting crossing must accompany application. If open cutting or tunneling is necessary, details of sheeting and method of supporting tracks or driving tunnel shall also be shown. Flagging as defined by Railroad is required during installation and costs are responsibility of Agreement Holder.

THIS SECTION RAILROAD USE ONLY

Date Application
Received by Road:

Application Fee: Waived

RR Agreement
No: TAVA-61-166

Railroad Approval:



Licensing Type: Annual

Licensing
Amount:

FIELDS BELOW TO BE FILLED IN BY APPLICANT

Narrative

Please provide a Description / Scope of work to be performed (include purpose, scope of work, special conditions)

Reuse water line for irrigation

Installation Location Information

City: Tavares	State: FL	County: Lake
Railroad Location: Florida Central Railroad	GPS Latitude Entering ROW: 28.77798603907252	GPS Longitude Entering ROW: -81.74460052768478
Feet: 1330	Select a direction from nearest railroad mile post: South	Mile Post No: 785
Angle between center line of right of way and occupancy will be (degrees): 90	No of RR Tracks to be crossed: 1 set	Total length within RR right of way measured in feet: 60
Will facility be located near a public roadway?: Yes	Street Name: S Dora Blvd	AAR/DOT Crossing Inventory Number: 625197G

Facility Owner Information

Legal Information

Owner's Complete Legal Company Name: City of Tavares

Legal Address Line 1: 201 E Main St

Legal Address Line 2:

City: Tavares	State: FL	Zip: 32778
Business Type: Municipality	Other Business Type:	State of Business Registration:
The following must be provided for the person who will sign off on agreement:	Name: John Drury	Title: City Manager

Billing Information		
If same as legal address above, check here:		
Billing City:	Billing State:	Billing Zip:
Billing Address Line 1:	Billing Address 2:	
Owner Contact Information		
Contact Name: John Drury	Title: City Administrator	E-mail: JDrury@tavares.org
Office Phone: 352-742-6209	Extension:	Mobile Phone:
Emergency Phone:		
Project Engineer/Consultant/Agent Information		
If same as legal address above, check here:	Engineer/Consultant/Agent Company Name:	
Contact Name:		
Address Line 1:		
Address Line 2:		
City:	State:	Zip:
Office Phone:	Mobile Phone:	E-mail
Project Information		
Is this covered by existing Railroad permit/agreement or master agreement?	Yes	If yes, provide agreement # and/or date of agreement: HAML-61-166 Cancelled
Is this project related to another transaction/project with railroad?	Yes	If yes, describe: Sewer force main at near location TAVA-62-131
Is this a new installation? Upgrade/Replacement/Relocation of Existing Facilities	If this is not a new installation, proceed with completing this form for the upgrade/replacement/relocation/change.	
Will proposed installation connect to an existing facility within railroad corridor?		
Type of Installation: Pipe	Method: Sub-grade	Plans of any sub-grade ≥ 30" diameter are subject to review by Engineers of Railroad choice at cost & expense of facility owner.
Will this installation be parallel to railroad company tracks anywhere in excess of 150 feet?	No	If yes indicate length in feet.

Sub-grade Installation Information		
If sub-grade, select the proposed method of installation:		
Bury: Base of rail to top of casing:		
Bury: Not beneath tracks:		
Bury: Roadway ditches:		
Temporary track support or riprapping required:		
Wires, pole obstructions to be relocated:		
Pipe Installation		
Pipe Type: Water – Reclaimed	Flammable: No	
Max working pressure (PSI): 50	Test Pressure Type: N/A	
Pipe Specifications	Carrier Pipe	Casing Pipe
Materials Specs & Grade		
Minimum Yield Strength of Material PSI		
Mill Test Pressure PSI		
Inside Diameter		
Wall Thickness		
Outside Diameter		
Type of Seam		
Laying Lengths		
Kind of Joints		
Number of Vents:	Size of Vents:	Height Above Ground:
Seals:	Cathodic Protection:	Protective Coating:
Type, size and spacing of insulators or supports:		

If application is approved, applicant agrees to reimburse the Railroad for any cost incurred by the railroad incident to installation, maintenance, and/or supervision necessitated by this installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation.

IF THE APPLICATION IS APPROVED, THE APPLICANT SHALL EXECUTE THE RAILROAD'S STANDARD FORM OF LICENSE AGREEMENT. IN THE EVENT THE RAILROAD INCURS LEGAL FEES IN EXCESS OF \$500 IN CONNECTION WITH THE COMPLETION OF THE LICENSE AGREEMENT THE APPLICANT SHALL PAY FOR ALL SUCH LEGAL FEES OF THE RAILROAD IN EXCESS OF \$500. WHETHER APPROVED OR DENIED, IN THE EVENT LITIGATION ARISES OUT OF OR IN CONNECTION WITH THIS APPLICATION OR THE UNDERLYING SUBJECT MATTER OF THIS APPLICATION, THE APPLICANT SHALL BE RESPONSIBLE FOR, AND AGREES TO PAY, ALL ATTORNEY'S FEES AND COSTS INCURRED BY THE RAILROAD. THE APPLICANT AGREES THAT THERE IS VALID CONSIDERATION EXCHANGED BY ALL PARTIES HERETO TO SUPPORT ALL OBLIGATIONS CREATED BY THIS APPLICATION.

Date:	Written Signature	
Title of Officer Signing Application:	Printed Name of Officer Signing Application:	

FLORIDA CENTRAL RAILROAD
FLORIDA MIDLAND RAILROAD
FLORIDA NORTHERN RAILROAD
**APPLICATION FOR PIPELINE CROSSING/PARALLELISM UNDER/OVER
PROPERTIES AND TRACKS**

Plans for proposed installation shall be submitted to and meet the approval of the Railroad Company before construction is begun. Material and installation are to be in strict accordance with specifications of the American Railway Engineering Association and requirement of The Florida Central/Midland/Northern Railroads. Original and three (3) elevation section of crossing from field survey, location in respect to Mile Post, width of Railroad's right of way, location of adjacent structures affecting crossing, and all information required in Figures 1 and 2 of AREA Specification, Part 5 Pipelines. If open cutting or tunneling is necessary, details of sheeting and method of supporting tracks or driving tunnel shall be shown. An application fee of \$200.00 should accompany this application.

Correct name of applicant

David Morrow, Hamlets of Tavares, LLC

Phone: (954) 455-9028

Post Office Address 1130 B Hollandale Beach Blvd, Hollandale Beach, FL 33009

3. Partnership -- Name and initials all partners, women given and surnames before marriage and present N/A

4. If incorporated, name and state in which incorporated: Hamlets of Tavares LLC - Florida

5. Location 1330 feet South (Direction) from nearest RR Mile Post 785 (MP 21)
VS _____

6. Nearest Railroad Station _____ County Lake State Florida

7. Within limits of public highway name CR 561 Fed-State-County No. _____
CR 561

8. Temporary track support or riprapping required () Yes (X) No - Describe _____

9. Wires, poles obstructions to be relocated () Yes (X) No - Describe _____

10. Product to be conveyed _____ Flammable () Yes (X) No - Describe _____
Reuse Water from City sewer plant for irrigation

11. Max. working pressure 50 PSI Field test pressure PSI. Type test N/A

12. Location of shut-off valves See plan

13. PIPE SPECIFICATIONS

Materials Specs & Grade
Minimum Yield Strength
of Material PSI

Mill Test Pressure PSI

Inside Diameter

Wall Thickness

CARRIER PIPE

6" Class 50

Reuse Water Line

42,000

6.4"

0.25"

CASING PIPE

16" ASTM A139

GRADE B

35,000 PSI

15.38"

5/16"

OK red

B

Outside Diameter	<u>6.9"</u>	<u>16"</u>
Type of Seam	<u>N/A</u>	<u>Straight</u>
Laying Lengths	<u>20'</u>	<u>20'</u>
Kind of Joints	<u>restrained</u>	<u>Welded</u>
Total Length within RR		
Right of Way	<u>60'</u>	<u>60'</u>
VENTS: Number	<u>N/A</u>	Size <u>N/A</u> Hgt. Above ground <u>N/A</u>
SEALS: Both ends	<u>Yes</u>	One end <u>N/A</u>
BURY: Base of rail to top of casing	<u>6</u>	ft. <u>0</u> in.
BURY: (Not beneath tracks)	<u>5'-6"</u>	
BURY: (Roadway ditches)	<u>5'</u>	ft. <u>0</u> in.
CATHODIC PROTECTION:	☐ Yes ☒ No	
PROTECTIVE COATING:	☐ Yes ☒ No	
Type, size and spacing of insulators or supports	<u>Cascade or equal / 6 per bore</u>	
14. Method of installation	<u>Per Cascade recommendations</u>	

If application is approved, applicant agrees to reimburse the Railroad for any cost incurred by the railroad incident to installation, maintenance, and/or supervision necessitated by this pipeline installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation. Should open cut installation be required a non-refundable charge of \$_____ will be required to resurface tracks.

12/14/05
Date

[Signature]
Signature and Title of Officer Signing
Application

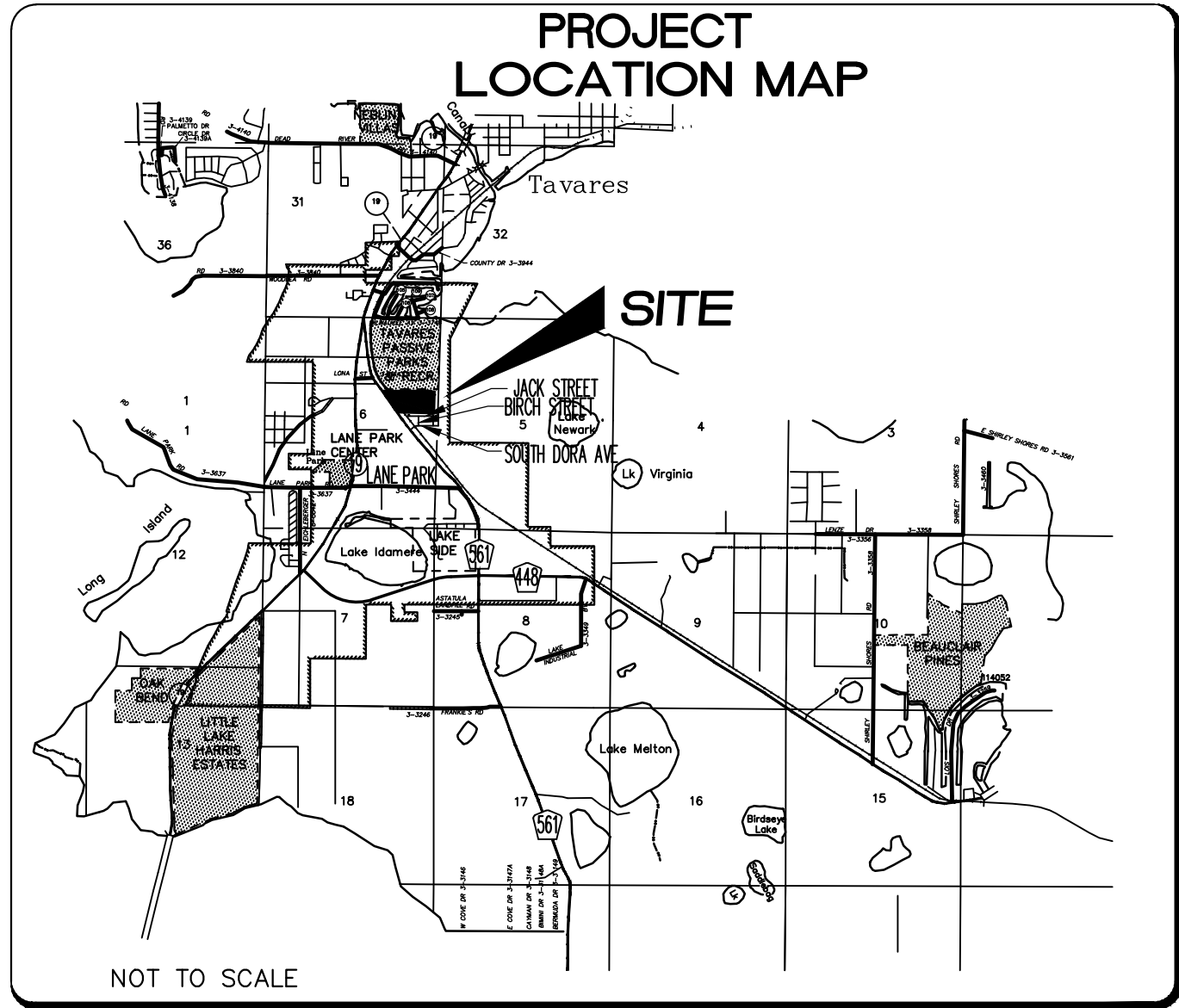
IN THE EVENT LITIGATION ARISES OUT OF OR IN CONNECTION WITH THIS APPLICATION, THE APPLICANT SHALL BE RESPONSIBLE FOR, AND AGREES TO PAY, ALL ATTORNEY'S FEES AND COSTS INCURRED BY THE FLORIDA CENTRAL/MIDLAND/NORTHERN RAILROADS.

NO.	TITLE
1	COVER SHEET
2	OVERALL PLAN
3	MASTER PLAN
4	STORM DRAIN & LS BUFFER PLAN
5A	WATER UTILITIES PLAN
5B	SANITARY SEWER UTILITIES PLAN
5C	SANITARY LATERAL UTILITIES PLAN
6	PLAN PROFILE SHEET
7	PLAN PROFILE SHEET
8	PLAN PROFILE SHEET
9	PONDS & PUBLIC AREAS
10	SITE DETAILS
11	WATER DETAILS - 1
12	WATER DETAILS - 2
13	SEWER AND JACK AND BORE DETAILS
14	SEWER DETAILS
15	LIFT STATION DETAIL
16	MATERIAL REQUIREMENTS
17	TRACT PLAN
18	C.R. 561 TURN LANE PLAN
19	C.R. 561 TURN LANE DETAILS
20	JACK AND BORE PLAN
21	EROSION CONTROL PLAN
22	REUSE WATER LINE
23	REUSE DETAILS
24	LANDSCAPE PLAN
25	TREE REMOVAL PLAN

LEGEND

-----	PROPOSED STORM DRAIN
--- W ---	EXIST. WATER LINE
--- SS ---	EXIST. SEWER LINE
-----	DRAINAGE BASIN
-----	PHASE LINE
-----	SOILS DIVIDE
●	PROPOSED STORM MANHOLE
■	PROPOSED DRAINAGE INLET
■	PROPOSED CURB INLET--FDOT TYPE 3
■	PROPOSED CURB INLET FDOT TYPE 4
•	PROPOSED YARD DRAIN/CLEANOUT
◻	PROPOSED MITERED END SECTION
FM	--- DENOTES FORCE MAIN
WM	--- DENOTES WATER MAIN
MIN.	--- DENOTES MINIMUM
CLR.	--- DENOTES CLEAR
MH	--- DENOTES MANHOLE
CL	--- DENOTES CENTER LINE
BL	--- DENOTES BASE LINE
STA.	--- DENOTES STATION
ELEV.	--- DENOTES ELEVATION
CONC.	--- DENOTES CONCRETE
FH	--- DENOTES FIRE HYDRANT
RCP	--- DENOTES REINFORCED CONCRETE PIPE
DIP	--- DENOTES DUCTILE IRON PIPE
PVC	--- DENOTES POLYVINYL CHLORIDE PIPE
R/W	--- DENOTES RIGHT OF WAY
P.T.	--- DENOTES POINT OF TANGENCY
P.C.	--- DENOTES POINT OF CURVATURE
MES	--- DENOTES MITERED END SECTION
INV.	--- DENOTES INVERT
BM	--- DENOTES BENCHMARK
ADS	--- DENOTES ADVANCED DRAINAGE SYS. INC.
CO	--- DENOTES DRAINAGE CLEANOUT

CITY OF TAVARES SUBDIVISION CONSTRUCTION REVISION PLANS FOR HAMLETS OF TAVARES SUBDIVISION



LEGAL DESCRIPTION

THAT PART OF THE NORTH 1/3 OF GOVERNMENT LOT 8 IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, LYING EAST OF THE EASTERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD AIR LINE RAILROAD, LESS THE EAST 275 FEET THEREOF; ALSO THAT PART OF GOVERNMENT LOT 7 IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, LYING EAST OF THE EASTERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD AIR LINE RAILROAD, LAKE COUNTY, FLORIDA.

SITE DATA:

ZONING:	RMF-2
FROM STREET SIDE PROPERTY LINE:	25'
FROM REAR PROPERTY LINE:	20'
SIDE PROPERTY LINE:	7.5'
NO. SINGLE FAMILY RESIDENTIAL LOTS:	101
NUMBER OF PARKING SPACES REQUIRED:	202
NUMBER OF PARKING SPACES PROVIDED:	202
TOTAL TOWNHOUSE AREA:	1,444 SF
TOTAL PROPERTY AREA:	10.36 AC.
PROJECT DENSITY:	9.74 LOTS/ACRE
TOTAL IMPERVIOUS AREA:	4.94 ACRES (47.7 %)
PROPOSED SERVICES:	
DRINKING WATER:	CITY OF TAVARES
SEWAGE DISPOSAL:	CITY OF TAVARES
ELECTRIC:	SECO
TELEPHONE:	SPRINT UNITED
CABLE TV:	COMCAST
GARBAGE DISPOSAL:	CITY OF TAVARES (6 EACH DUMPSTERS)
FIRE PROTECTION:	CITY OF TAVARES
POLICE PROTECTION:	CITY OF TAVARES

PROJECT NOTES:

1. ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP OF LAKE COUNTY, PROPERTY IS IN ZONE X, PANEL 12069C0365.

PERMITTEE/OWNER
DAVID MORROW
HAMLETS OF TAVARES, LCC.
1130B E HALLANDALE BEACH BLVD
HALLANDALE BEACH, FL 33009
954/455-9028

CIVIL ENGINEER
ARTHUR C. NIX, P.E.
MONTVERDE ENGINEERING, INC.
P.O. BOX 560116
MONTVERDE, FLORIDA 34756
407/469-4829

ENVIRONMENTAL CONSULTANT
MODICA & ASSOCIATES
302 MOHAWK ROAD
CLERMONT, FL 34711
352/394-2000

LAND SURVEYING, INC.
MIKOSZ SURVEYING, INC.
1325 STOWE AVE.
MONT DORA, FL 32757
352/735-6368

GEOTECHNICAL ENGINEER
MR. SCOTT CAVIN, P.E.
ANDREYEV ENGINEERING INC.
1170 WEST MINNEOLA AVE.
CLERMONT, FL 34711
352/241-0508

FIRE DEPARTMENT REQUIREMENTS:

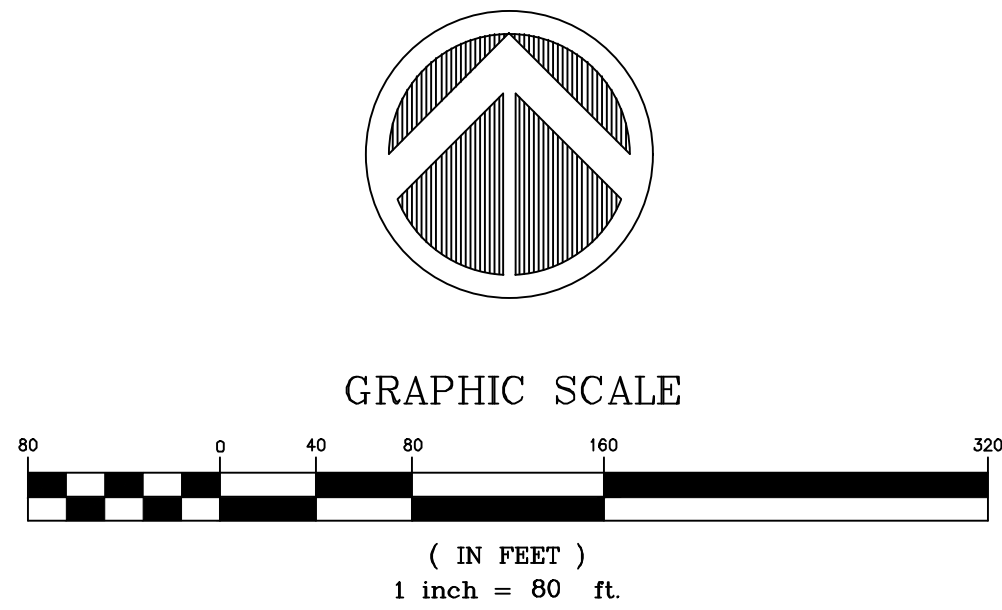
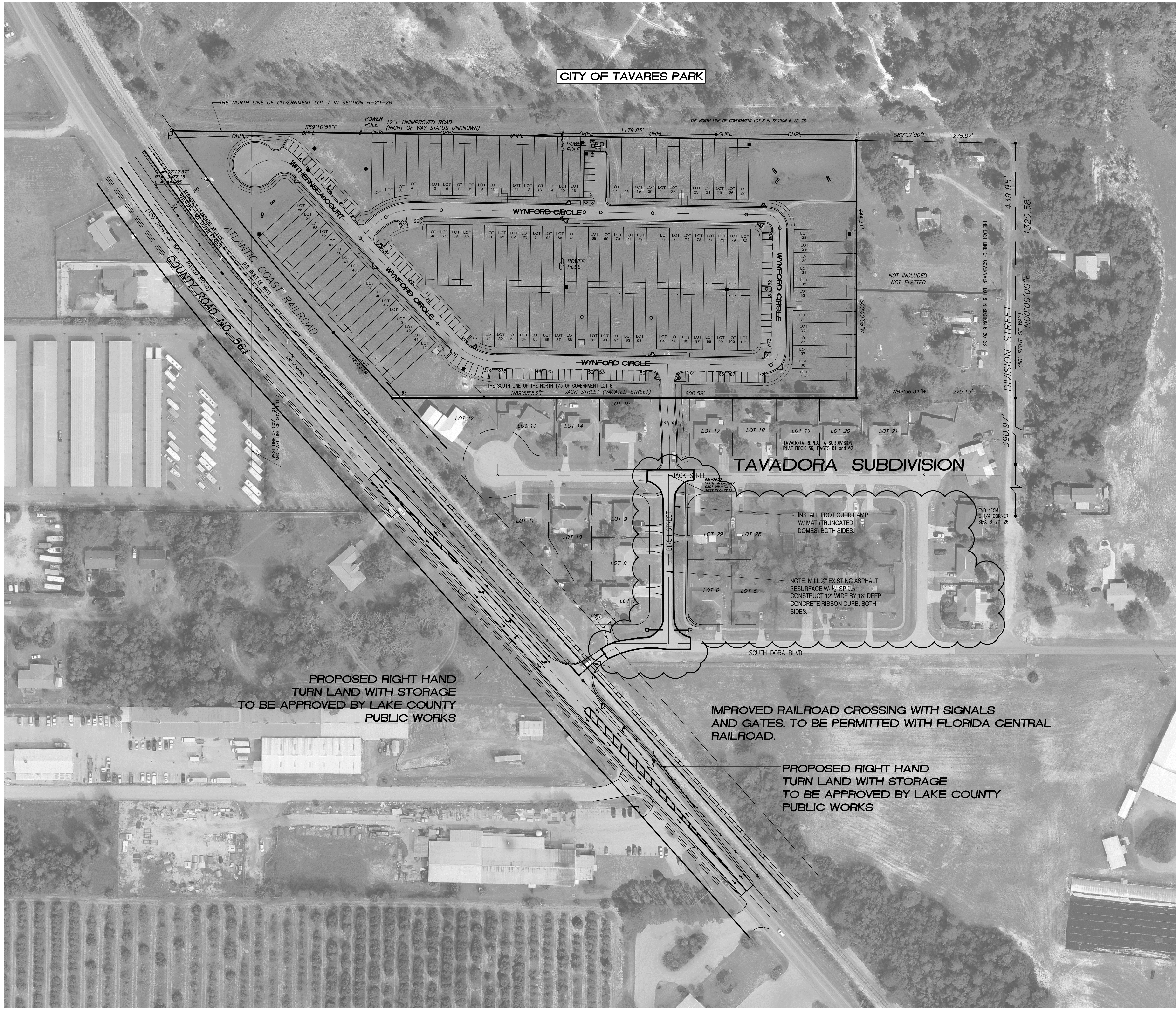
1. THE SITE AND BUILDING CONSTRUCTION WORK BEING CONDUCTED ON THE PROPERTY WILL COMPLY WITH THE 5TH EDITION OF THE FLORIDA FIRE PREVENTION CODES.
1. THE SITE WORK BEING CONDUCTED ON THE PROPERTY WILL COMPLY WITH THE 2004 FLORIDA FIRE PREVENTION CODES.
2. PLEASE PAINT ALL FIRE HYDRANTS RED.
3. EACH FIRE HYDRANT SHALL SUPPLY A MINIMUM OF 1000 GPM OF WATER AT 20 PSI.
4. IF CLEARING LAND FOR THE PROJECT, A BURN PERMIT MUST BE OBTAINED FROM THE CITY OF TAVARES & THE DEPARTMENT OF FORESTRY PRIOR TO BURNING ANY MATERIAL. THE CITY OF TAVARES BURN PERMIT REQUIREMENT NEEDS TO BE ON THE SUBDIVISION CONSTRUCTION PLANS.
5. THE FIRE DEPARTMENT WILL ISSUE A BURNING PERMIT TO ALLOW BURNING OF CLEARED MATERIAL ONLY IF THE FOLLOWING CONDITIONS ARE MET:
6. AN AIR CURTAIN INCINERATOR PROCESS IS USED DURING THE BURNING PROCESS. THE BURN PIT IS AT LEAST 300 FT. AWAY FROM ANY STRUCTURES. THE BURN PIT IS AT LEAST 100 FT. AWAY FROM ANY ROAD.

PLAT NOTES.

1. ALL WATER AND SEWER LINES WILL REMAIN PRIVATE (NON-CITY MAINTAINED) AND MAINTAINED BY THE HOME OWNERS ASSOCIATION (HOA). ONLY METERS WILL BE MAINTAINED BY THE CITY AND SHALL BE NOTED ON THE PLAT.
2. ALL STREETS AND SIDEWALKS TO REMAIN PRIVATE (NON-CITY MAINTAINED) AND MAINTAINED BY THE HOA AND SHALL BE NOTED ON THE PLAT.
3. STORMWATER MANAGEMENT SYSTEM TO BE PRIVATE (NON-CITY MAINTAINED) AND MAINTAINED BY THE HOA.

CONSTRUCTION/DEVELOPMENT NOTES.

1. AFTER THE SITE PLAN HAS BEEN APPROVED, THE APPLICANT IS REQUIRED TO ARRANGE A PRE-CONSTRUCTION MEETING WITH THE PUBLIC WORKS DEPARTMENT. THIS MEETING WILL INVOLVE CITY STAFF, THE SITE AND BUILDING CONTRACTORS, AND ALL APPLICABLE UTILITY PROVIDERS. THE SITE DEVELOPMENT PERMIT AND BUILDING PERMIT WILL NOT BE ISSUED UNTIL THIS MEETING HAS BEEN SCHEDULED.
2. CITY WILL MAINTAIN WATER METERS.
3. HOA WILL MAINTAIN ALL WATER SYSTEM INTERNAL TO THE SUBDIVISION.
4. ALL EASEMENTS TO BE UNOBSTRUCTED.
5. LIFT STATION WILL BE PRIVATE AS WILL THE FORCEMAIN.
6. HOA WILL MAINTAIN STORMWATER MANAGEMENT SYSTEM.



M.O.N.T.V.E.R.D.E.
ENGINEERING INC.
P.O. BOX 560116 MONTEVERDE, FL 34756
PHONE 407-469-4829
CERT. OF AUTHORIZATION NUMBER 5543
ARTHUR C. NIX, P.E.
P.E. NUMBER 36859 2-28-07

**HAMLETS OF TAVARES
SUBDIVISION
PUNCHLIST CONFORMANCE PLANS**
CITY OF TAVARES
LAKE COUNTY, FLORIDA

JOB NO.	3056
DATE	FEBRUARY 2007
SCALE	GRAPHIC
DRAWN BY	ACN
CHKD BY	ACN
REVISIONS	
3	GENERAL REV. 12/8/05
4	GUARD RAIL 12/20/05
5	TAVARES REV. 12/22/05
6	GENERAL REV. 3/3/06
7	MISC. REV. 8/31/06
8	LANDSCAPE REV 2/28/07
9	CONST. REV. 2/6/19
CAD FILE NO.	
DRAWING DESCRIPTION	
OVERALL PLAN	
AERIAL PLAN	
TURN LANE PLAN	
DRAWING NO.	
SHEET 2	

**AGENDA SUMMARY
TAVARES CITY COUNCIL
11/20/2019**

AGENDA TAB NO.: 10

SUBJECT TITLE: Resolution No. 2019-10 - Final Budget Amendment for FY2019 (Finance)

OBJECTIVE:

To approve Resolution 2019-10, amending the Fiscal Year 2018-2019 City of Tavares Annual Operating Budget

SUMMARY:

The attached Resolution represents increases and/or decreases to the Adopted budget for Fiscal Year 2019. Appropriation increases represent capital projects, and prior year/project encumbrance rollovers. In addition, the Resolution also reflects transfers between individual accounts within the adopted budgets for all departments.

This resolution represents the THIRD AND FINAL AMENDMENT to the Adopted Budget for Fiscal Year 2018-2019.

OPTIONS:

1. Approve Resolution 2019-10 amending the FY 2018-2019 City of Tavares Annual Operating Budget.
2. Do not approve Resolution 2019-10.

STAFF RECOMMENDATION:

Move to approve Resolution 2019-10, amending the Fiscal Year 2018-2019 City of Tavares Annual Operating Budget.

FISCAL IMPACT:

Estimated final budget amounts are included with the budget detail for this amendment.

LEGAL SUFFICIENCY:

The resolution has met legal sufficiency.

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

Resolution 2019-20

Exhibit A

ATTACHMENTS:

Description

Type

Resolution 2019-10

Budget Amendment

Exhibit A-Exhibit A, Res#2019-10,Final Budget Amendment

Budget Amendment

RESOLUTION 2019-10

A RESOLUTION OF THE CITY OF TAVARES, FLORIDA, AMENDING THE 2019 FISCAL YEAR ADOPTED BUDGET FOR THE CITY OF TAVARES, REPRESENTING THE FINAL AMENDMENT TO THE ADOPTED BUDGET, AND PROVIDING FOR A REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR, AND CITY COUNCIL OF THE CITY OF TAVARES, FLORIDA:

Section 1. Whereas the adopted budget for the City of Tavares for Fiscal Year 2019 should be increased from \$59,939,564 to \$59,796,021 in both revenues and expenditures where the increase represents increases or decreases in estimated revenues due to prior year project/encumbrance rollovers previously approved by the City Council.

Section 2. Whereas this resolution represents the Final Amendment to the Adopted Budget for Fiscal Year 2019. (Exhibit A)

Section 3. Whereas any resolution or portion of a resolution in conflict with this resolution or any portion of this resolution is hereby repealed.

Section 4. Whereas if any section, sentence, clause, phrase or word of this resolution is held invalid by a court of competent jurisdiction, the remainder of the resolution shall not be affected and remain in full force and effect.

Section 5. Be it be resolved that this resolution shall be effective upon its adoption.

PASSED and ADOPTED this 20th day of November 2019, by the City Council of the City of Tavares, Florida.

Fund Name	Fund Number	Estimated Revenues ¹	Reserve Appropriations ³	Unappropriated Revenues ²	Estimated Appropriations/Expenditures
General Fund	001	18,161,968	\$ 937,254	\$ -	\$ 19,099,222
Water/Wastewater Utility	401	9,746,926		(6,538)	\$ 9,740,388
Water/Wastewater Impacts	441	614,025	3,128,923	-	\$ 3,742,948
W/WW RR&I Fund	443	300,000	61,000	-	\$ 361,000
SRF Construction Fund	444	-	342,059	-	\$ 342,059
W/WW SRF Loan	445	1,968,353	-	-	\$ 1,968,353
Sunset View Fund	447	126,949	-	-	\$ 126,949
Solid Waste	402	3,006,665	-	(24,124)	\$ 2,982,541
Stormwater	403	1,283,388	44,362	-	\$ 1,327,750
Seaplane Base Fund	405	877,683	12,216	-	\$ 889,899
Pavilion Fund ⁵	406	629,477	23,782	-	\$ 653,259
Police Education	102	-	7,000	-	\$ 7,000
Community Redevelopment	105	312,794	13,558	-	\$ 326,352
Police Impacts	110	63,565	220,608	-	\$ 284,173
Fire Impacts	111	118,877	358,847	-	\$ 477,724
Forfeiture Fund	112	-	5,784	-	\$ 5,784
Park Impacts	114	7,675	194,854	-	\$ 202,529
Building Permits	115	60,484	-	(60,484)	\$ -
Freedom Flag Fund	117	-	7,208	-	\$ 7,208
Fire Assessment Fund	122	-	1,702,111	-	\$ 1,702,111
Infrastructure Sales Tax ⁵	150	-	269,108	-	\$ 269,108
Grant Fund	151	2,236,034	222,434	-	\$ 2,458,468
Infrastructure Sales Tax ⁵	152	1,714,671	8,117,640	-	\$ 9,832,311
Debt Service Fund	201	1,114,377	-	(29)	\$ 1,114,348
Capital Project Fund	301	-	1,450	-	\$ 1,450
Capital Project Fund ⁶	302	197,535	326,727	-	\$ 524,262
Municipal Police Pension ⁴	601	887,947	-	(421,430)	\$ 466,517
Firefighter's Pension ⁴	602	1,521,692	-	(639,384)	\$ 882,308
		\$44,951,085	\$ 15,996,925	\$ (1,151,989)	\$ 59,796,021

¹ Estimated Revenues = anticipated revenue collections.

\$ 59,796,021

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, and begin again in January (Fund 152).

⁶ Fund 302 is a new capital project fund for the Seaplane Base and Marina rebuild project.

Mayor
Tavares City Council

ATTEST:

Susie Novack
City Clerk

Approved as to form:
Robert Q. Williams
City Attorney

1201	001-1201-512-22-10	RETIREMENT	19,597	-	-	-	-	-	-	-	-	-	19,597			
1201	001-1201-512-22-20	FL STATE RETIREMENT	48,242	-	-	-	-	-	-	-	-	3,451	51,693			FINAL BUDGET AMENDMENT
1201	001-1201-512-23-10	HEALTH INSURANCE	7,021	-	-	-	-	-	-	-	-	(7,011)	10			FINAL BUDGET AMENDMENT
1201	001-1201-512-23-15	DENTAL INSURANCE	375	-	-	-	-	-	-	-	-	-	375			
1201	001-1201-512-23-20	LIFE INSURANCE	1,103	-	-	-	-	-	-	-	-	-	1,103			
1201	001-1201-512-23-21	SHORT-TERM DISABILITY	365	-	-	-	-	-	-	-	-	-	365			
1201	001-1201-512-23-35	DEPENDENT DENTAL INSURANC	-	-	-	-	-	-	-	-	-	771	771			FINAL BUDGET AMENDMENT
1201	001-1201-512-23-40	LONG TERM DISABILITY	504	-	-	-	-	-	-	-	-	-	504			
1201	001-1201-512-24-10	WORKERS' COMPENSATION	431	-	-	-	-	-	-	-	-	-	431			
1201	001-1201-512-34-10	CONTRACTUAL SERVICES	-	-	-	-	-	-	3,000	-	-	-	3,000		TRANSFER	
1201	001-1201-512-40-10	TRAVEL & PER DIEM	9,806	-	-	-	-	-	(1,050)	-	-	(5,751)	3,005		TRANSFER	FINAL BUDGET AMENDMENT
1201	001-1201-512-41-10	TELEPHONE	961	-	-	-	-	-	-	-	-	260	1,221			FINAL BUDGET AMENDMENT
1201	001-1201-512-41-30	POSTAGE	300	-	-	-	-	-	-	-	-	-	300			
1201	001-1201-512-45-10	LIABILITY	3,265	-	-	-	-	-	-	-	-	-	3,265			
1201	001-1201-512-46-15	REPAIR & MAINT-EQUIP	100	-	-	-	-	-	-	-	-	-	100			
1201	001-1201-512-47-10	PRINTING & BINDING	150	-	-	-	-	-	-	-	-	-	150			
1201	001-1201-512-48-10	CITY APPRECIATION	400	-	-	-	-	-	-	-	-	-	400			
1201	001-1201-512-51-10	OFFICE SUPPLIES	400	-	-	-	-	-	-	-	-	-	400			
1201	001-1201-512-52-10	OPERATING SUPPLIES	900	-	-	-	-	-	-	-	-	-	900			
1201	001-1201-512-52-11	DURABLE GOODS	200	-	-	-	-	-	-	-	-	-	200			
1201	001-1201-512-52-15	FUEL COSTS	1,213	-	-	-	-	-	-	-	-	272	1,485			FINAL BUDGET AMENDMENT
1201	001-1201-512-54-10	BKS, PUB, SUB, MEM, LIB	4,150	-	-	-	-	-	-	-	-	100	4,250			FINAL BUDGET AMENDMENT
1202	001-1202-512-34-10	CONTRACTUAL SERVICES	78,900	5,000	-	-	-	-	-	-	-	(24,360)	59,540	PRIOR YEAR BUDGET ROLL-OVER		FINAL BUDGET AMENDMENT
1202	001-1202-512-43-10	ELECTRIC, WATER, GAS	74,346	-	-	-	-	-	-	-	-	(2,654)	71,692			FINAL BUDGET AMENDMENT
1202	001-1202-512-44-10	RENTALS & LEASES	4,095	-	-	-	-	-	-	-	-	-	4,095			
1202	001-1202-512-45-10	LIABILITY	11,618	-	-	-	-	-	-	-	-	-	11,618			
1202	001-1202-512-49-10	ADVERTISING	2,525	-	-	-	-	-	-	-	-	-	2,525			
1202	001-1202-512-52-10	OPERATING SUPPLIES	7,720	27	-	-	-	-	(5)	-	-	-	7,742	PRIOR YEAR BUDGET ROLL-OVER	TRANSFER	
1202	001-1202-512-54-10	BKS, PUB, SUB, MEM, LIB	400	-	-	-	-	-	5	-	-	182	587		TRANSFER	FINAL BUDGET AMENDMENT
1202	001-1202-512-59-90	CONTINGENCY	4,566	-	-	-	-	-	(1,000)	-	-	-	3,566		TRANSFER	
1202	001-1202-512-73-10	DEBT SERVICE COSTS	-	-	-	-	-	-	-	-	-	26,513	26,513			FINAL BUDGET AMENDMENT
1202	001-1202-512-81-10	COMMUNITY GRANTS	14,200	-	-	-	-	-	-	-	-	(2,690)	11,510			FINAL BUDGET AMENDMENT
1202	001-1202-512-91-05	TRANSFERS TO DEBT SVC	841,990	-	-	-	-	-	-	-	-	173,939	1,015,929			FINAL BUDGET AMENDMENT
1202	001-1202-512-91-08	TRANSFER TO SEAPLANE BASE	435,242	-	-	-	-	-	-	-	-	-	435,242			
1202	001-1202-512-91-13	TRANSFERS TO PAVILION	84,912	-	-	-	-	-	-	-	-	-	84,912			
1202	001-1202-512-91-19	TRANSFERS TO BLDG PRMT RE	60,484	-	-	-	-	-	-	-	-	(60,474)	10			FINAL BUDGET AMENDMENT
1301	001-1301-513-12-10	REGULAR SALARIES	752,727	-	-	-	-	-	(3,000)	-	-	7,966	757,693		TRANSFER	FINAL BUDGET AMENDMENT
1301	001-1301-513-13-10	OTHER SALARIES & WAGES	-	-	-	-	-	-	3,000	-	-	-	3,000		TRANSFER	FINAL BUDGET AMENDMENT
1301	001-1301-513-14-10	OVERTIME	8,707	-	-	-	-	-	-	-	-	1,700	10,407			FINAL BUDGET AMENDMENT
1301	001-1301-513-15-60	ELECTR TABLET ALLOWANCE	-	-	-	-	-	-	-	-	-	-	500			FINAL BUDGET AMENDMENT
1301	001-1301-513-21-10	FICA / MED TAXES	52,331	-	-	-	-	-	-	-	-	-	52,331			FINAL BUDGET AMENDMENT
1301	001-1301-513-22-20	FL STATE RETIREMENT	86,172	-	-	-	-	-	-	-	-	(3,002)	83,170			FINAL BUDGET AMENDMENT
1301	001-1301-513-23-10	HEALTH INSURANCE	77,228	-	-	-	-	-	-	-	-	162	77,390			FINAL BUDGET AMENDMENT
1301	001-1301-513-23-15	DENTAL INSURANCE	4,504	-	-	-	-	-	-	-	-	-	4,504			FINAL BUDGET AMENDMENT
1301	001-1301-513-23-20	LIFE INSURANCE	4,280	-	-	-	-	-	-	-	-	-	4,280			FINAL BUDGET AMENDMENT
1301	001-1301-513-23-21	SHORT-TERM DISABILITY	2,985	-	-	-	-	-	-	-	-	-	2,985			FINAL BUDGET AMENDMENT
1301	001-1301-513-23-30	DEPENDENT HEALTH INSURANC	90,334	-	-	-	-	-	-	-	-	(28,435)	61,899			FINAL BUDGET AMENDMENT
1301	001-1301-513-23-35	DEPENDENT DENTAL INSURANC	5,582	-	-	-	-	-	-	-	-	-	5,582			FINAL BUDGET AMENDMENT
1301	001-1301-513-23-40	LONG TERM DISABILITY	1,961	-	-	-	-	-	-	-	-	-	1,961			FINAL BUDGET AMENDMENT
1301	001-1301-513-24-10	WORKERS' COMPENSATION	1,675	-	-	-	-	-	-	-	-	238	1,913			FINAL BUDGET AMENDMENT
1301	001-1301-513-32-10	AUDIT SERVICES	27,000	-	-	-	-	-	(449)	-	-	(7,781)	18,770		TRANSFER	FINAL BUDGET AMENDMENT
1301	001-1301-513-34-10	CONTRACTUAL SERVICES	128,225	22,816	-	-	-	-	(6,000)	-	-	(4,438)	140,603	PRIOR YEAR BUDGET ROLL-OVER	TRANSFER	FINAL BUDGET AMENDMENT
1301	001-1301-513-40-10	TRAVEL & PER DIEM	13,975	-	-	-	-	-	(2,958)	-	-	-	6,067		TRANSFER	FINAL BUDGET AMENDMENT
1301	001-1301-513-41-10	TELEPHONE	2,698	-	-	-	-	-	-	-	-	-	2,698			FINAL BUDGET AMENDMENT
1301	001-1301-513-41-20	OTHER COMMUNICATION	1,219	-	-	-	-	-	-	-	-	318	1,537			FINAL BUDGET AMENDMENT
1301	001-1301-513-41-30	POSTAGE	48,925	-	-	-	-	-	-	-	-	2,638	51,563			FINAL BUDGET AMENDMENT
1301	001-1301-513-44-10	RENTALS & LEASES	8,375	192	-	-	-	-	(3,000)	-	-	(5,365)	202	PRIOR YEAR BUDGET ROLL-OVER	TRANSFER	FINAL BUDGET AMENDMENT
1301	001-1301-513-45-10	LIABILITY	26,014	-	-	-	-	-	-	-	-	-	26,014			FINAL BUDGET AMENDMENT
1301	001-1301-513-46-15	EQUIPMENT	6,250	-	-	-	-	-	-	-	-	(2,452)	3,798			FINAL BUDGET AMENDMENT
1301	001-1301-513-47-10	PRINTING & BINDING	16,050	-	-	-	-	-	(6,000)	-	-	2,607	12,657		TRANSFER	FINAL BUDGET AMENDMENT
1301	001-1301-513-49-10	ADVERTISING	5,000	-	-	-	-	-	-	-	-	-	5,000			FINAL BUDGET AMENDMENT
1301	001-1301-513-49-30	BANK/WIRE/ADMN EXPENSE	-	-	-	-	-	-	-	-	-	114	114			FINAL BUDGET AMENDMENT
1301	001-1301-513-49-32	CREDIT CARD PROCESSING	2,000	-	-	-	-	-	-	-	-	461	2,461			FINAL BUDGET AMENDMENT
1301	001-1301-513-51-10	OFFICE SUPPLIES	900	-	-	-	-	-	-	-	-	-	900			FINAL BUDGET AMENDMENT
1301	001-1301-513-52-10	OPERATING SUPPLIES	14,420	-	-	-	-	-	3,000	-	-	-	17,420		TRANSFER	FINAL BUDGET AMENDMENT
1301	001-1301-513-52-11	DURABLE GOODS	6,600	-	-	-	-	-	-	-	-	(2,383)	4,217			FINAL BUDGET AMENDMENT
1301	001-1301-513-52-15	FUEL COSTS	2,921	-	-	-	-	-	-	-	-	296	3,217			FINAL BUDGET AMENDMENT
1301	001-1301-513-52-25	UNIFORMS	2,300	-	-	-	-	-	-	-	-	-	2,300			FINAL BUDGET AMENDMENT
1301	001-1301-513-54-10	BKS, PUB, SUB, MEM, LIB	4,380	-	-	-	-	-	-	-	-	-	4,380			FINAL BUDGET AMENDMENT
1301	001-1301-513-59-40	RECORDING & TAXES	2,800	-	-	-	-	-	-	-	-	-	2,800			FINAL BUDGET AMENDMENT
1301	001-1301-513-62-20	BUILDINGS	5,000	-	-	-	-	-	-	-	-	(4,990)	10			FINAL BUDGET AMENDMENT
1301	001-1301-513-64-10	EQUIP - REPLACEMENT	17,000	-	-	-	-	-	-	-	-	(9,000)	8,000			FINAL BUDGET AMENDMENT
1301	001-1301-513-64-23	SOFTWARE	72,668	-	-	-	-	-	449	-	-	-	73,117		TRANSFER	
1302	001-1302-513-12-10	REGULAR SALARIES	155,066	-	-	-	-	-	-	-	-	-	155,066			
1302	001-1302-513-14-10	OVERTIME	1,005	-	-	-	-	-	-	-	-	-	1,005			
1302	001-1302-513-21-10	FICA / MED TAXES	10,306	-	-	-	-	-	-	-	-	164	10,470			FINAL BUDGET AMENDMENT
1302	001-1302-513-22-20	FL STATE RETIREMENT	13,233	-	-	-	-	-	-	-	-	-	13,233			
1302	001-1302-513-23-10	HEALTH INSURANCE	14,041	-	-	-	-	-	-	-	-	195	14,236			FINAL BUDGET AMENDMENT
1302	001-1302-513-23-15	DENTAL INSURANCE	751	-	-	-	-	-	-	-	-	-	751			
1302	001-1302-513-23-20	LIFE INSURANCE	840	-	-	-	-	-	-	-	-	-	840			
1302	001-1302-513-23-21	SHORT-TERM DISABILITY	634	-	-	-	-	-	-	-	-	-	634			
1302	001-1302-513-23-30	DEPENDENT HEALTH INSURANC	22,584	-	-	-	-	-	-	-	-	(3,612)	18,972			FINAL BUDGET AMENDMENT
1302	001-1302-513-23-35	DEPENDENT DENTAL INSURANC	1,089	-	-	-	-	-	-	-	-	-	1,089			
1302	001-1302-513-23-40	LONG TERM DISABILITY	388	-	-	-	-	-	-	-	-	-	388			
1302	001-1302-513-24-10	WORKERS' COMPENSATION	343	-	-	-	-	-	-	-	-	-	343			
1302	001-1302-513-34-10	CONTRACTUAL SERVICES	78,794	5,225	-	-	-	-	-	-	-	(5,312)	78,707	PRIOR YEAR BUDGET ROLL-OVER		FINAL BUDGET AMENDMENT
1302	001-1302-513-40-10	TRAVEL & PER DIEM	2,021	-	-	-	-	-	-	-	-	-	2,021			

1302	001-1302-513.41-10	TELEPHONE	5,900	-	-	-	-	-	-	-	-	368	6,268			FINAL BUDGET AMENDMENT
1302	001-1302-513.41-20	OTHER COMMUNICATION	23,787	-	-	-	-	-	-	-	-	-	23,787			
1302	001-1302-513.45-10	LIABILITY	4,388	-	-	-	-	-	-	-	-	-	4,388			
1302	001-1302-513.46-17	INSURANCE RECOVERY	-	-	-	-	-	-	-	-	1,464	695	2,159			INSURANCE REIMBURSEMENT
1302	001-1302-513.51-10	OFFICE SUPPLIES	1,260	-	-	-	-	-	-	-	-	-	1,260			
1302	001-1302-513.52-10	OPERATING SUPPLIES	10,884	-	-	-	-	-	(2,000)	-	-	-	8,884	TRANSFER		
1302	001-1302-513.52-11	DURABLE GOODS	320	-	-	-	-	-	-	-	-	-	320			
1302	001-1302-513.52-15	FUEL COSTS	600	-	-	-	-	-	-	-	-	-	600			
1302	001-1302-513.54-10	BKS, PUB, SUB, MEM, LIB	656	-	-	-	-	-	-	-	-	-	656			
1302	001-1302-513.64-10	EQUIP - REPLACEMENT	-	-	-	-	-	-	-	15,958	-	-	15,958	TRANSFER		
1302	001-1302-513.64-14	EQUIP - NEW COMPUTERS	-	-	-	-	-	-	-	-	-	9,840	9,840	TRANSFER		FINAL BUDGET AMENDMENT
1401	001-1401-514.31-10	CITY ATTORNEY	179,116	-	-	-	-	-	-	-	-	(49,609)	129,507			FINAL BUDGET AMENDMENT
1501	001-1501-515.12-10	REGULAR SALARIES	337,754	-	-	-	-	-	-	-	-	15,015	352,769			FINAL BUDGET AMENDMENT
1501	001-1501-515.14-10	OVERTIME	1,000	-	-	-	-	-	-	-	-	-	1,000			
1501	001-1501-515.15-60	ELECTR TABLET ALLOWANCE	-	-	-	-	-	-	-	-	-	500	500			FINAL BUDGET AMENDMENT
1501	001-1501-515.21-10	FICA / MED TAXES	23,876	-	-	-	-	-	-	-	-	990	24,866			FINAL BUDGET AMENDMENT
1501	001-1501-515.22-20	FL STATE RETIREMENT	42,821	-	-	-	-	-	-	-	-	650	43,471			FINAL BUDGET AMENDMENT
1501	001-1501-515.23-10	HEALTH INSURANCE	35,104	-	-	-	-	-	-	-	-	-	35,104			
1501	001-1501-515.23-15	DENTAL INSURANCE	2,252	-	-	-	-	-	-	-	-	-	2,252			
1501	001-1501-515.23-20	LIFE INSURANCE	1,922	-	-	-	-	-	-	-	-	-	1,922			
1501	001-1501-515.23-21	SHORT TERM DISABILITY	1,440	-	-	-	-	-	-	-	-	-	1,440			
1501	001-1501-515.23-30	DEPENDENT HEALTH INSURANC	33,875	-	-	-	-	-	-	-	-	(12,704)	21,171			FINAL BUDGET AMENDMENT
1501	001-1501-515.23-35	DEPENDENT DENTAL INSURANC	2,178	-	-	-	-	-	-	-	-	-	2,178			
1501	001-1501-515.23-40	LONG TERM DISABILITY	883	-	-	-	-	-	-	-	-	-	883			
1501	001-1501-515.24-10	WORKERS' COMPENSATION	826	-	-	-	-	-	-	-	-	739	1,565			FINAL BUDGET AMENDMENT
1501	001-1501-515.31-15	ENGINEERING	5,000	-	-	-	-	-	3,000	-	-	-	8,000	TRANSFER		
1501	001-1501-515.32-20	BOARD MEMBER PAYMENTS	1,680	-	-	-	-	-	-	-	-	-	1,680			
1501	001-1501-515.34-10	CONTRACTUAL SERVICES	327,908	-	-	-	-	-	-	-	-	(143,992)	183,916			FINAL BUDGET AMENDMENT
1501	001-1501-515.40-10	TRAVEL & PER DIEM	7,800	-	-	-	-	-	-	-	-	(3,479)	4,321			FINAL BUDGET AMENDMENT
1501	001-1501-515.41-10	TELEPHONE	1,682	-	-	-	-	-	-	-	-	-	1,682			
1501	001-1501-515.41-30	POSTAGE	1,200	-	-	-	-	-	-	-	-	-	1,200			
1501	001-1501-515.44-10	RENTALS & LEASES	3,959	-	-	-	-	-	-	-	-	-	3,959			
1501	001-1501-515.45-10	LIABILITY	17,901	-	-	-	-	-	-	-	-	-	17,901			
1501	001-1501-515.46-15	EQUIPMENT	3,000	-	-	-	-	-	-	-	-	(2,500)	500			FINAL BUDGET AMENDMENT
1501	001-1501-515.47-10	PRINTING & BINDING	2,000	-	-	-	-	-	-	-	-	-	2,000			
1501	001-1501-515.49-10	ADVERTISING	10,000	-	-	-	-	-	-	-	-	(4,856)	5,144			FINAL BUDGET AMENDMENT
1501	001-1501-515.51-10	OFFICE SUPPLIES	1,100	-	-	-	-	-	-	-	-	-	1,100			
1501	001-1501-515.52-10	OPERATING SUPPLIES	11,740	-	-	-	-	-	(3,100)	-	-	(5,373)	3,267	TRANSFER		FINAL BUDGET AMENDMENT
1501	001-1501-515.52-28	PROMO PROGRAM SUPPLIES	2,000	-	-	-	-	-	-	-	-	-	2,000			
1501	001-1501-515.54-10	BKS, PUB, SUB, MEM, LIB	2,850	-	-	-	-	-	-	-	-	-	2,850			
1501	001-1501-515.64-14	EQUIP - NEW COMPUTERS	2,800	-	-	-	-	-	-	-	-	-	2,800			
1501	001-1501-515.64-25	FUTURE PROJECTS	594,460	48,656	-	-	-	-	-	-	-	-	643,116			PRIOR YEAR BUDGET ROLL-OVER
1601	001-1601-512.12-10	REGULAR SALARIES	121,173	-	-	-	-	-	-	-	-	1,720	122,893			FINAL BUDGET AMENDMENT
1601	001-1601-512.13-10	OTHER SALARIES & WAGES	38,526	-	-	-	-	-	-	-	-	(4,772)	33,754			FINAL BUDGET AMENDMENT
1601	001-1601-512.14-10	OVERTIME	267	-	-	-	-	-	-	-	-	-	267			
1601	001-1601-512.15-60	ELECTR TABLET ALLOWANCE	-	-	-	-	-	-	-	-	-	500	500			FINAL BUDGET AMENDMENT
1601	001-1601-512.21-10	FICA / MED TAXES	8,226	-	-	-	-	-	-	-	-	381	8,607			FINAL BUDGET AMENDMENT
1601	001-1601-512.22-10	RETIREMENT	4,914	-	-	-	-	-	-	-	-	-	4,914			
1601	001-1601-512.22-20	FL STATE RETIREMENT	3,353	-	-	-	-	-	-	-	-	-	3,353			
1601	001-1601-512.23-10	HEALTH INSURANCE	14,041	-	-	-	-	-	-	-	-	195	14,236			FINAL BUDGET AMENDMENT
1601	001-1601-512.23-15	DENTAL INSURANCE	751	-	-	-	-	-	-	-	-	-	751			
1601	001-1601-512.23-20	LIFE INSURANCE	686	-	-	-	-	-	-	-	-	-	686			
1601	001-1601-512.23-21	SHORT-TERM DISABILITY	518	-	-	-	-	-	-	-	-	-	518			
1601	001-1601-512.23-30	DEPENDENT HEALTH INSURANC	22,584	-	-	-	-	-	-	-	-	(6,538)	16,046			FINAL BUDGET AMENDMENT
1601	001-1601-512.23-35	DEPENDENT DENTAL INSURANC	1,543	-	-	-	-	-	-	-	-	-	1,543			
1601	001-1601-512.23-40	LONG TERM DISABILITY	316	-	-	-	-	-	-	-	-	-	316			
1601	001-1601-512.24-10	WORKERS' COMPENSATION	267	-	-	-	-	-	-	-	-	-	267			
1601	001-1601-512.31-20	ELECTION EXPENSE	1,500	-	-	-	-	-	-	-	-	-	1,500			
1601	001-1601-512.34-10	CONTRACTUAL SERVICES	3,020	-	-	-	-	-	-	-	-	-	3,020			
1601	001-1601-512.40-10	TRAVEL & PER DIEM	3,050	-	-	-	-	-	200	-	-	(2,861)	389	TRANSFER		FINAL BUDGET AMENDMENT
1601	001-1601-512.41-10	TELEPHONE	565	-	-	-	-	-	-	-	-	-	565			
1601	001-1601-512.41-30	POSTAGE	200	-	-	-	-	-	-	-	-	-	200			
1601	001-1601-512.45-10	LIABILITY	4,854	-	-	-	-	-	-	-	-	-	4,854			
1601	001-1601-512.46-15	REPAIR & MAINT EQUIP	200	-	-	-	-	-	-	-	-	-	200			
1601	001-1601-512.47-10	PRINTING & BINDING	500	-	-	-	-	-	-	-	-	-	500			
1601	001-1601-512.47-40	CODIFICATION EXPENDITURES	6,400	-	-	-	-	-	-	-	-	(3,744)	2,656			FINAL BUDGET AMENDMENT
1601	001-1601-512.48-10	CITY APPRECIATION	100	-	-	-	-	-	-	-	-	-	100			
1601	001-1601-512.49-10	ADVERTISING	2,000	-	-	-	-	-	800	-	-	2,000	4,800	TRANSFER		FINAL BUDGET AMENDMENT
1601	001-1601-512.51-10	OFFICE SUPPLIES	600	-	-	-	-	-	-	-	-	-	600			
1601	001-1601-512.52-10	OPERATING SUPPLIES	2,500	-	-	-	-	-	(100)	-	-	-	2,400	TRANSFER		
1601	001-1601-512.54-10	BKS, PUB, SUB, MEM, LIB	790	-	-	-	-	-	-	-	-	-	790			
1601	001-1601-512.59-40	RECORDING & TAXES	2,000	-	-	-	-	-	-	-	-	-	2,000			
1701	001-1701-513.12-10	REGULAR SALARIES	218,856	-	-	-	-	-	-	-	-	(33,519)	185,337			FINAL BUDGET AMENDMENT
1701	001-1701-513.14-10	OVERTIME	267	-	-	-	-	-	-	-	-	-	267			
1701	001-1701-513.15-60	ELECTR TABLET ALLOWANCE	-	-	-	-	-	-	-	-	-	500	500			FINAL BUDGET AMENDMENT
1701	001-1701-513.21-10	FICA / MED TAXES	15,699	-	-	-	-	-	-	-	-	(2,576)	13,123			FINAL BUDGET AMENDMENT
1701	001-1701-513.22-10	RETIREMENT	4,621	-	-	-	-	-	-	-	-	260	4,881			FINAL BUDGET AMENDMENT
1701	001-1701-513.22-20	FL STATE RETIREMENT	29,348	-	-	-	-	-	-	-	-	(11,802)	17,546			FINAL BUDGET AMENDMENT
1701	001-1701-513.23-10	HEALTH INSURANCE	14,041	-	-	-	-	-	-	-	-	(3,662)	10,379			FINAL BUDGET AMENDMENT
1701	001-1701-513.23-15	DENTAL INSURANCE	1,126	-	-	-	-	-	-	-	-	-	1,126			
1701	001-1701-513.23-20	LIFE INSURANCE	1,238	-	-	-	-	-	-	-	-	-	1,238			
1701	001-1701-513.23-21	SHORT-TERM DISABILITY	844	-	-	-	-	-	-	-	-	-	844			
1701	001-1701-513.23-30	DEPENDENT HEALTH INSURANC	11,292	-	-	-	-	-	-	-	-	194	11,486			FINAL BUDGET AMENDMENT
1701	001-1701-513.23-35	DEPENDENT DENTAL INSURANC	1,089	-	-	-	-	-	-	-	-	-	1,089			
1701	001-1701-513.23-40	LONG TERM DISABILITY	571	-	-	-	-	-	-	-	-	-	571			
1701	001-1701-513.24-10	WORKERS' COMPENSATION	482	-	-	-	-	-	-	-	-	-	482			
1701	001-1701-513.34-10	CONTRACTUAL SERVICES	62,040	16	-	-	-	-	(100)	-	-	(19,261)	42,695	PRIOR YEAR BUDGET ROLL-OVER	TRANSFER	FINAL BUDGET AMENDMENT

1701	001-1701-513.40-10	TRAVEL & PER DIEM	4,600	-	-	-	-	-	-	-	-	-	-	4,600			
1701	001-1701-513.41-10	TELEPHONE	496	-	-	-	-	-	-	425	-	-	-	921	TRANSFER		
1701	001-1701-513.41-30	POSTAGE	-	-	-	-	-	-	-	250	-	-	-	250	TRANSFER		
1701	001-1701-513.45-10	LIABILITY	5,629	-	-	-	-	-	-	-	-	-	-	5,629			
1701	001-1701-513.47-10	PRINTING & BINDING	200	-	-	-	-	-	-	(200)	-	-	-	-	TRANSFER		
1701	001-1701-513.48-10	CITY APPRECIATION	6,100	-	-	-	-	-	-	-	-	-	-	6,100			
1701	001-1701-513.49-10	ADVERTISING	2,500	-	-	-	-	-	-	(649)	-	-	(1,000)	851	TRANSFER	FINAL BUDGET AMENDMENT	
1701	001-1701-513.51-10	OFFICE SUPPLIES	400	-	-	-	-	-	-	-	-	-	-	400			
1701	001-1701-513.52-10	OPERATING SUPPLIES	2,000	-	-	-	-	-	-	-	-	-	(43)	1,957		FINAL BUDGET AMENDMENT	
1701	001-1701-513.52-11	DURABLE GOODS	-	-	-	-	-	-	-	-	-	-	1,743	1,743		FINAL BUDGET AMENDMENT	
1701	001-1701-513.52-23	SPECIAL PROJECTS	5,500	-	-	-	-	-	-	-	-	-	(700)	4,800		FINAL BUDGET AMENDMENT	
1701	001-1701-513.54-10	BKS, PUB, SUB, MEM, LIB	1,135	-	-	-	-	-	-	-	-	-	-	1,135			
1801	001-1801-519.12-10	REGULAR SALARIES	-	-	-	-	-	-	-	-	-	-	36,289	36,289		FINAL BUDGET AMENDMENT	
1801	001-1801-519.15-60	ELECTR TABLET ALLOWANCE	-	-	-	-	-	-	-	-	-	-	500	500		FINAL BUDGET AMENDMENT	
1801	001-1801-519.21-10	FICA / MED TAXES	-	-	-	-	-	-	-	-	-	-	2,729	2,729		FINAL BUDGET AMENDMENT	
1801	001-1801-519.22-20	FL STATE RETIREMENT	-	-	-	-	-	-	-	-	-	-	9,044	9,044		FINAL BUDGET AMENDMENT	
1801	001-1801-519.23-10	HEALTH INSURANCE	-	-	-	-	-	-	-	-	-	-	3,276	3,276		FINAL BUDGET AMENDMENT	
1801	001-1801-519.23-15	DENTAL INSURANCE	-	-	-	-	-	-	-	-	-	-	156	156		FINAL BUDGET AMENDMENT	
1801	001-1801-519.23-20	LIFE INSURANCE	-	-	-	-	-	-	-	-	-	-	202	202		FINAL BUDGET AMENDMENT	
1801	001-1801-519.23-21	SHORT-TERM DISABILITY	-	-	-	-	-	-	-	-	-	-	150	150		FINAL BUDGET AMENDMENT	
1801	001-1801-519.23-35	DEPENDENT DENTAL INSURANC	-	-	-	-	-	-	-	-	-	-	321	321		FINAL BUDGET AMENDMENT	
1801	001-1801-519.34-10	CONTRACTUAL SERVICES	-	-	-	-	-	-	-	3,874	-	-	7,011	10,885	TRANSFER	FINAL BUDGET AMENDMENT	
1801	001-1801-519.41-10	TELEPHONE	-	-	-	-	-	-	-	-	-	-	226	226		FINAL BUDGET AMENDMENT	
1801	001-1801-519.51-10	OFFICE SUPPLIES	-	-	-	-	-	-	-	-	-	-	159	159		FINAL BUDGET AMENDMENT	
1801	001-1801-519.52-10	OPERATING SUPPLIES	-	-	-	-	-	-	-	-	-	-	509	509		FINAL BUDGET AMENDMENT	
1801	001-1801-519.52-20	NEWSLETTER	8,286	-	-	-	-	-	-	-	-	-	-	8,286			
1801	001-1801-519.54-10	BKS, PUB, SUBS & MEM	-	-	-	-	-	-	-	-	-	-	986	986		FINAL BUDGET AMENDMENT	
1901	001-1901-549.12-10	REGULAR SALARIES	301,472	-	-	-	-	-	-	-	-	-	(32,010)	269,462		FINAL BUDGET AMENDMENT	
1901	001-1901-549.14-10	OVERTIME	4,098	-	-	-	-	-	-	-	-	-	-	4,098			
1901	001-1901-549.21-10	FICA / MED TAXES	21,848	-	-	-	-	-	-	-	-	-	(2,820)	19,028		FINAL BUDGET AMENDMENT	
1901	001-1901-549.22-20	FL STATE RETIREMENT	29,298	-	-	-	-	-	-	-	-	-	(3,690)	25,608		FINAL BUDGET AMENDMENT	
1901	001-1901-549.23-10	HEALTH INSURANCE	36,859	-	-	-	-	-	-	-	-	-	(5,093)	31,766		FINAL BUDGET AMENDMENT	
1901	001-1901-549.23-15	DENTAL INSURANCE	2,064	-	-	-	-	-	-	-	-	-	-	2,064			
1901	001-1901-549.23-20	LIFE INSURANCE	1,701	-	-	-	-	-	-	-	-	-	-	1,701			
1901	001-1901-549.23-21	SHORT-TERM DISABILITY	1,282	-	-	-	-	-	-	-	-	-	-	1,282			
1901	001-1901-549.23-30	DEPENDENT HEALTH INSURANC	22,584	-	-	-	-	-	-	-	-	-	-	22,584			
1901	001-1901-549.23-35	DEPENDENT DENTAL INSURANC	2,054	-	-	-	-	-	-	-	-	-	-	2,054			
1901	001-1901-549.23-40	LONG TERM DISABILITY	783	-	-	-	-	-	-	-	-	-	-	783			
1901	001-1901-549.24-10	WORKERS' COMPENSATION	9,437	-	-	-	-	-	-	-	-	-	-	9,437			
1901	001-1901-549.34-10	CONTRACTUAL SERVICES	8,200	-	-	-	-	-	-	4,000	-	-	(7,140)	5,060	TRANSFER	FINAL BUDGET AMENDMENT	
1901	001-1901-549.40-10	TRAVEL & PER DIEM	4,500	547	-	-	-	-	-	-	-	-	5,047	-	PRIOR YEAR BUDGET ROLL-OVER		
1901	001-1901-549.41-10	TELEPHONE	2,242	-	-	-	-	-	-	-	-	-	238	2,480		FINAL BUDGET AMENDMENT	
1901	001-1901-549.41-30	POSTAGE	350	-	-	-	-	-	-	-	-	-	-	350			
1901	001-1901-549.45-10	LIABILITY	10,567	-	-	-	-	-	-	-	-	-	-	10,567			
1901	001-1901-549.46-15	EQUIPMENT	6,000	-	-	-	-	-	-	-	-	-	(5,594)	406		FINAL BUDGET AMENDMENT	
1901	001-1901-549.46-30	VEHICLE	53,500	360	-	-	-	-	-	-	-	-	(6,980)	46,880	PRIOR YEAR BUDGET ROLL-OVER		
1901	001-1901-549.46-33	RTV UTILITY VEHICLES	14,600	-	-	-	-	-	-	(4,000)	-	-	(6,749)	3,851	TRANSFER	FINAL BUDGET AMENDMENT	
1901	001-1901-549.46-35	MOWER	20,000	-	-	-	-	-	-	-	-	-	6,749	26,749		FINAL BUDGET AMENDMENT	
1901	001-1901-549.46-37	MARINE VESSEL	1,500	-	-	-	-	-	-	500	-	-	1,000	3,000	TRANSFER	FINAL BUDGET AMENDMENT	
1901	001-1901-549.47-10	PRINTING & BINDING	150	-	-	-	-	-	-	-	-	-	-	150			
1901	001-1901-549.51-10	OFFICE SUPPLIES	300	-	-	-	-	-	-	-	-	-	-	300			
1901	001-1901-549.52-10	OPERATING SUPPLIES	30,925	-	-	-	(32)	-	-	(500)	-	-	(7,716)	22,677	TRANSFER	TRANSFER	FINAL BUDGET AMENDMENT
1901	001-1901-549.52-11	DURABLE GOODS	2,750	-	-	-	-	-	-	-	-	-	-	2,750			
1901	001-1901-549.52-15	FUEL COSTS	4,179	-	-	-	-	-	-	-	-	-	2,112	6,291		FINAL BUDGET AMENDMENT	
1901	001-1901-549.52-25	UNIFORMS	2,540	-	-	-	-	-	-	-	-	-	147	2,687		FINAL BUDGET AMENDMENT	
1901	001-1901-549.52-38	TIRES	11,500	-	-	-	-	-	-	-	-	-	-	11,500			
1901	001-1901-549.54-10	BKS, PUB, SUB, MEM, LIB	500	-	-	-	-	-	-	-	-	-	-	500			
1901	001-1901-549.64-11	EQUIP-VEHICLE REPLACEMENT	-	-	-	32	25,083	-	-	-	-	-	-	25,115	TRANSFER	PRIOR YEAR BUDGET ROLL-OVER	
2101	001-2101-521.12-10	REGULAR SALARIES	1,698,673	-	-	-	-	-	-	(4,000)	-	-	66,639	1,761,312	TRANSFER	FINAL BUDGET AMENDMENT	
2101	001-2101-521.14-10	OVERTIME	141,073	-	-	-	-	-	-	-	-	-	92,676	233,749		FINAL BUDGET AMENDMENT	
2101	001-2101-521.15-30	INCENTIVE	18,599	-	-	-	-	-	-	-	-	-	2,436	21,035		FINAL BUDGET AMENDMENT	
2101	001-2101-521.15-60	ELECTR TABLET ALLOWANCE	-	-	-	-	-	-	-	-	-	-	500	500		FINAL BUDGET AMENDMENT	
2101	001-2101-521.15-61	CELL PHONE ALLOWANCE	4,800	-	-	-	-	-	-	-	-	-	1,163	5,963		FINAL BUDGET AMENDMENT	
2101	001-2101-521.21-10	FICA / MED TAXES	123,523	-	-	-	-	-	-	-	-	-	13,421	136,944		FINAL BUDGET AMENDMENT	
2101	001-2101-521.22-10	RETIREMENT	398,895	-	-	-	-	-	-	-	-	-	(45,507)	353,388		FINAL BUDGET AMENDMENT	
2101	001-2101-521.22-20	FL STATE RETIREMENT	7,790	-	-	-	-	-	-	-	-	-	59,619	51,829		FINAL BUDGET AMENDMENT	
2101	001-2101-521.23-10	HEALTH INSURANCE	182,539	-	-	-	-	-	-	-	-	-	3,154	185,693		FINAL BUDGET AMENDMENT	
2101	001-2101-521.23-15	DENTAL INSURANCE	11,261	-	-	-	-	-	-	-	-	-	-	11,261			
2101	001-2101-521.23-20	LIFE INSURANCE	9,734	-	-	-	-	-	-	-	-	-	-	9,734			
2101	001-2101-521.23-21	SHORT-TERM DISABILITY	6,812	-	-	-	-	-	-	-	-	-	-	6,812			
2101	001-2101-521.23-30	DEPENDENT HEALTH INSURANC	191,960	-	-	-	-	-	-	-	-	-	(33,115)	158,845		FINAL BUDGET AMENDMENT	
2101	001-2101-521.23-35	DEPENDENT DENTAL INSURANC	13,162	-	-	-	-	-	-	-	-	-	-	13,162			
2101	001-2101-521.23-40	LONG TERM DISABILITY	4,452	-	-	-	-	-	-	-	-	-	-	4,452			
2101	001-2101-521.24-10	WORKERS' COMPENSATION	71,460	-	-	-	-	-	-	-	-	-	10,071	81,531		FINAL BUDGET AMENDMENT	
2101	001-2101-521.34-10	CONTRACTUAL SERVICES	44,600	-	-	-	-	-	-	(1,326)	-	-	3,670	46,944	TRANSFER	FINAL BUDGET AMENDMENT	
2101	001-2101-521.34-20	CONTRACTUAL SERV - SO/EMS	189,418	-	-	-	-	-	-	-	-	-	49,230	238,648		FINAL BUDGET AMENDMENT	
2101	001-2101-521.40-10	TRAVEL & PER DIEM	34,774	2,969	-	-	-	-	-	(420)	-	-	(600)	36,723	PRIOR YEAR BUDGET ROLL-OVER	TRANSFER	FINAL BUDGET AMENDMENT
2101	001-2101-521.41-10	TELEPHONE	9,106	-	-	-	-	-	-	-	-	-	1,555	10,661		FINAL BUDGET AMENDMENT	
2101	001-2101-521.41-20	OTHER COMMUNICATION	17,643	-	-	-	-	-	-	(300)	-	-	1,309	18,652	TRANSFER	FINAL BUDGET AMENDMENT	
2101	001-2101-521.41-30	POSTAGE	1,600	(3)	-	-	-	-	-	(210)	-	-	(300)	1,087	PRIOR YEAR BUDGET ROLL-OVER	TRANSFER	FINAL BUDGET AMENDMENT
2101	001-2101-521.44-10	RENTALS & LEASES	1,200	-	-	-	-	-	-	-	-	-	-	1,200			
2101	001-2101-521.45-10	LIABILITY	70,798	-	-	-	-	-	-	-	-	-	-	70,798			
2101	001-2101-521.46-15	EQUIPMENT	4,000	-	-	-	-	-	-	4,642	-	-	(771)	7,871	TRANSFER	FINAL BUDGET AMENDMENT	
2101	001-2101-521.46-17	INSURANCE RECOVERY	-	-	-	9,415	-	-	1,955	-	-	3,481	2,833	17,684	INSURANCE REIMBURSEMENT	INSURANCE REIMBURSEMENT	
2101	001-2101-521.47-10	PRINTING & BINDING	500	-	-	-	-	-	-	(100)	-	-	(350)	50	TRANSFER	FINAL BUDGET AMENDMENT	
2101	001-2101-521.51-10	OFFICE SUPPLIES	2,000	-	-	-	-	-	-	-	-	-	-	183	2,183		FINAL BUDGET AMENDMENT
2101	001-2101-521.52-10	OPERATING SUPPLIES	21,000	(40)	-	-	-	-	-	-	5,041	-	625	26,626	PRIOR YEAR BUDGET ROLL-OVER	TRANSFER	FINAL BUDGET AMENDMENT

2101	001-2101-521.52-11	DURABLE GOODS	3,000	-	-	-	-	-	-	(635)	-	-	2,365	TRANSFER	
2101	001-2101-521.52-15	FUEL COSTS	58,605	-	-	-	-	-	-	(1,400)	-	10,852	68,057	TRANSFER	FINAL BUDGET AMENDMENT
2101	001-2101-521.52-25	UNIFORMS	21,000	-	-	-	-	-	-	6,952	-	1,655	29,607	TRANSFER	FINAL BUDGET AMENDMENT
2101	001-2101-521.52-35	FIRE ARM SUPPLIES	9,000	-	-	-	-	-	-	(1,241)	-	(1,200)	6,559	TRANSFER	FINAL BUDGET AMENDMENT
2101	001-2101-521.52-40	INVESTIGATION FUNDS	6,000	-	-	-	-	-	-	(3,220)	-	(351)	2,429	TRANSFER	FINAL BUDGET AMENDMENT
2101	001-2101-521.54-10	BKS, PUB, SUB, MEM, LIB	1,800	-	-	-	-	-	-	-	-	-	1,800		
2101	001-2101-521.59-45	COMMUNITY SERVICE	2,000	-	-	-	-	-	-	(350)	-	(307)	1,343	TRANSFER	FINAL BUDGET AMENDMENT
2101	001-2101-521.64-16	POLICE DEPT FIREARMS	-	-	-	-	-	-	-	1,241	-	-	1,241	TRANSFER	
2101	001-2101-521.64-17	EQUIP - NEW VEHICLES	-	304,081	-	-	-	-	-	(1,924)	-	-	302,157	TRANSFER	
2103	001-2103-521.12-10	REGULAR SALARIES	53,482	-	-	-	-	-	-	-	-	-	53,482	PRIOR YEAR BUDGET ROLL-OVER	
2103	001-2103-521.14-10	OVERTIME	312	-	-	-	-	-	-	-	-	-	312		
2103	001-2103-521.21-10	FICA / MED TAXES	3,862	-	-	-	-	-	-	-	-	-	3,862		
2103	001-2103-521.22-10	RETIREMENT	3,209	-	-	-	-	-	-	-	-	-	3,209		
2103	001-2103-521.22-20	FL STATE RETIREMENT	27	-	-	-	-	-	-	-	-	-	27		
2103	001-2103-521.23-10	HEALTH INSURANCE	7,021	-	-	-	-	-	-	-	-	-	7,021		
2103	001-2103-521.23-15	DENTAL INSURANCE	375	-	-	-	-	-	-	-	-	-	375		
2103	001-2103-521.23-20	LIFE INSURANCE	308	-	-	-	-	-	-	-	-	-	308		
2103	001-2103-521.23-21	SHORT-TERM DISABILITY	231	-	-	-	-	-	-	-	-	-	231		
2103	001-2103-521.23-40	LONG TERM DISABILITY	141	-	-	-	-	-	-	-	-	-	141		
2103	001-2103-521.24-10	WORKERS' COMPENSATION	1,205	-	-	-	-	-	-	-	-	115	1,320		FINAL BUDGET AMENDMENT
2103	001-2103-521.32-30	CODE ENF-SPECIAL MASTER	5,000	-	-	-	-	-	-	-	-	1,300	6,300		FINAL BUDGET AMENDMENT
2103	001-2103-521.34-10	CONTRACTUAL SERVICES	6,684	-	-	-	-	-	-	(2,570)	-	-	4,114	TRANSFER	
2103	001-2103-521.40-10	TRAVEL & PER DIEM	1,000	-	-	-	-	-	-	(580)	-	-	420	TRANSFER	
2103	001-2103-521.41-10	TELEPHONE	486	-	-	-	-	-	-	-	-	-	486		
2103	001-2103-521.41-20	OTHER COMMUNICATION	432	-	-	-	-	-	-	-	-	(382)	50		FINAL BUDGET AMENDMENT
2103	001-2103-521.41-30	POSTAGE	1,000	-	-	-	-	-	-	-	-	1,585	2,585		FINAL BUDGET AMENDMENT
2103	001-2103-521.45-10	LIABILITY	1,825	-	-	-	-	-	-	-	-	-	1,825		
2103	001-2103-521.52-10	OPERATING SUPPLIES	500	-	-	-	-	-	-	-	-	(20)	480		FINAL BUDGET AMENDMENT
2103	001-2103-521.52-15	FUEL COSTS	1,082	-	-	-	-	-	-	-	-	128	1,210		FINAL BUDGET AMENDMENT
2103	001-2103-521.52-25	UNIFORMS	300	-	-	-	-	-	-	-	-	20	320		FINAL BUDGET AMENDMENT
2103	001-2103-521.54-10	BKS, PUB, SUB, MEM, LIB	100	-	-	-	-	-	-	-	-	(50)	50		FINAL BUDGET AMENDMENT
2201	001-2201-522.12-10	REGULAR SALARIES	1,396,001	-	-	-	-	-	-	-	-	79,250	1,475,251		FINAL BUDGET AMENDMENT
2201	001-2201-522.14-10	OVERTIME	132,303	-	-	-	-	-	-	-	-	33,185	165,488		FINAL BUDGET AMENDMENT
2201	001-2201-522.15-30	INCENTIVE	6,630	-	-	-	-	-	-	-	-	-	6,630		
2201	001-2201-522.15-60	ELECTR TABLET ALLOWANCE	-	-	-	-	-	-	-	-	-	500	500		FINAL BUDGET AMENDMENT
2201	001-2201-522.21-10	FICA / MED TAXES	105,095	-	-	-	-	-	-	-	-	10,524	115,619		FINAL BUDGET AMENDMENT
2201	001-2201-522.22-10	RETIREMENT	262,877	-	-	-	-	-	-	-	-	52,716	315,593		FINAL BUDGET AMENDMENT
2201	001-2201-522.22-20	FL STATE RETIREMENT	4,386	-	-	-	-	-	-	-	-	4,552	8,938		FINAL BUDGET AMENDMENT
2201	001-2201-522.23-10	HEALTH INSURANCE	162,103	-	-	-	-	-	-	-	-	(4,673)	157,428		FINAL BUDGET AMENDMENT
2201	001-2201-522.23-15	DENTAL INSURANCE	8,940	-	-	-	-	-	-	-	-	-	8,940		
2201	001-2201-522.23-20	LIFE INSURANCE	8,641	-	-	-	-	-	-	-	-	-	8,641		
2201	001-2201-522.23-21	SHORT-TERM DISABILITY	6,070	-	-	-	-	-	-	-	-	-	6,070		
2201	001-2201-522.23-30	DEPENDENT HEALTH INSURANC	252,506	-	-	-	-	-	-	-	-	(60,348)	192,158		FINAL BUDGET AMENDMENT
2201	001-2201-522.23-35	DEPENDENT DENTAL INSURANC	16,909	-	-	-	-	-	-	-	-	-	16,909		
2201	001-2201-522.23-40	LONG TERM DISABILITY	-	-	-	-	-	-	-	-	-	-	3,961		
2201	001-2201-522.24-10	WORKERS' COMPENSATION	78,519	-	-	-	-	-	-	-	-	4,221	82,740		FINAL BUDGET AMENDMENT
2201	001-2201-522.31-27	MEDICAL SCREENING	10,830	-	-	-	-	-	-	-	-	(140)	10,690		FINAL BUDGET AMENDMENT
2201	001-2201-522.34-10	CONTRACTUAL SERVICES	20,593	-	-	-	-	-	-	-	-	(4,670)	15,923		FINAL BUDGET AMENDMENT
2201	001-2201-522.40-10	TRAVEL & PER DIEM	2,800	-	-	-	-	-	-	(2,000)	-	(500)	300	TRANSFER	
2201	001-2201-522.41-10	TELEPHONE	5,248	-	-	-	-	-	-	-	-	-	5,248		
2201	001-2201-522.41-20	OTHER COMMUNICATION	4,324	-	-	-	-	-	-	-	-	-	4,324		
2201	001-2201-522.41-30	POSTAGE	850	-	-	-	-	-	-	-	-	(500)	350		FINAL BUDGET AMENDMENT
2201	001-2201-522.43-10	ELECTRIC, WATER, GAS	31,184	-	-	-	-	-	-	-	-	76,259	107,443		FINAL BUDGET AMENDMENT
2201	001-2201-522.44-10	RENTALS & LEASES	1,200	-	-	-	-	-	-	(1,039)	-	-	161	TRANSFER	
2201	001-2201-522.45-10	LIABILITY	31,940	-	-	-	-	-	-	-	-	-	31,940		
2201	001-2201-522.46-10	BUILDING	1,000	-	-	-	-	-	-	5,550	-	-	6,550	TRANSFER	
2201	001-2201-522.46-15	EQUIPMENT	8,100	-	-	-	-	-	-	(350)	-	86	7,836	TRANSFER	FINAL BUDGET AMENDMENT
2201	001-2201-522.46-38	FIRE VEHICLES	38,441	20	-	-	-	-	-	(4,400)	-	(11,016)	23,045	PRIOR YEAR BUDGET ROLL-OVER	FINAL BUDGET AMENDMENT
2201	001-2201-522.47-10	PRINTING & BINDING	400	-	-	-	-	-	-	(100)	-	-	300	TRANSFER	
2201	001-2201-522.51-10	OFFICE SUPPLIES	800	-	-	-	-	-	-	-	-	-	800		
2201	001-2201-522.52-10	OPERATING SUPPLIES	19,900	-	-	-	-	-	-	3,050	-	1,530	24,480	TRANSFER	FINAL BUDGET AMENDMENT
2201	001-2201-522.52-11	DURABLE GOODS	6,200	-	-	-	-	-	-	350	-	-	6,550	TRANSFER	
2201	001-2201-522.52-15	FUEL COSTS	30,900	-	-	-	-	-	-	-	-	-	30,900		
2201	001-2201-522.52-25	UNIFORMS	15,625	-	-	-	-	-	-	-	-	-	15,625		
2201	001-2201-522.52-36	BUNKER GEAR	22,950	-	-	-	-	-	-	-	-	600	23,550		FINAL BUDGET AMENDMENT
2201	001-2201-522.52-50	TRAINING	17,000	-	-	-	-	-	-	(1,380)	-	(7,000)	8,620	TRANSFER	FINAL BUDGET AMENDMENT
2201	001-2201-522.54-10	BKS, PUB, SUB, MEM, LIB	4,715	-	-	-	-	-	-	-	-	-	4,715		
2201	001-2201-522.54-20	FIRE PREVENT/PUB. EDUC	900	-	-	-	-	-	-	-	-	-	900		
2201	001-2201-522.64-10	EQUIP - REPLACEMENT	8,990	-	-	-	-	-	-	-	-	(8,980)	10		FINAL BUDGET AMENDMENT
2201	001-2201-522.64-11	EQUIP - VEHICLE REPLACEMENT	-	470,750	-	-	-	-	-	-	-	-	470,750	PRIOR YEAR BUDGET ROLL-OVER	
2202	001-2202-522.12-10	REGULAR SALARIES	107,204	-	-	-	-	-	-	-	-	33,320	140,524		FINAL BUDGET AMENDMENT
2202	001-2202-522.14-10	OVERTIME	49,682	-	-	-	-	-	-	-	-	(32,834)	16,848		FINAL BUDGET AMENDMENT
2202	001-2202-522.21-10	FICA / MED TAXES	11,206	-	-	-	-	-	-	-	-	-	11,206		
2202	001-2202-522.22-10	RETIREMENT	27,910	-	-	-	-	-	-	-	-	251	28,161		FINAL BUDGET AMENDMENT
2202	001-2202-522.22-20	FL STATE RETIREMENT	-	-	-	-	-	-	-	-	-	-	1,741		FINAL BUDGET AMENDMENT
2202	001-2202-522.23-10	HEALTH INSURANCE	13,417	-	-	-	-	-	-	-	-	3,603	17,020		FINAL BUDGET AMENDMENT
2202	001-2202-522.23-15	DENTAL INSURANCE	820	-	-	-	-	-	-	-	-	179	999		FINAL BUDGET AMENDMENT
2202	001-2202-522.23-20	LIFE INSURANCE	887	-	-	-	-	-	-	-	-	-	887		
2202	001-2202-522.23-21	SHORT-TERM DISABILITY	556	-	-	-	-	-	-	-	-	-	556		
2202	001-2202-522.23-30	DEPENDENT HEALTH INSURANC	18,496	-	-	-	-	-	-	-	-	(4,271)	14,225		FINAL BUDGET AMENDMENT
2202	001-2202-522.23-35	DEPENDENT DENTAL INSURANC	1,475	-	-	-	-	-	-	-	-	-	1,475		
2202	001-2202-522.23-40	LONG TERM DISABILITY	406	-	-	-	-	-	-	-	-	-	406		
2202	001-2202-522.24-10	WORKERS' COMPENSATION	8,331	-	-	-	-	-	-	-	-	-	8,331		
2202	001-2202-522.31-27	MEDICAL SCREENING	460	-	-	-	-	-	-	-	-	(20)	440		FINAL BUDGET AMENDMENT
2202	001-2202-522.34-10	CONTRACTUAL SERVICES	3,800	-	-	-	-	-	-	(272)	-	-	3,528	TRANSFER	
2202	001-2202-522.47-10	PRINTING & BINDING	510	-	-	-	-	-	-	-	-	(38)	472		FINAL BUDGET AMENDMENT
2202	001-2202-522.52-10	OPERATING SUPPLIES	1,000	-	-	-	-	-	-	191	-	-	1,191	TRANSFER	

2202	001-2202-522-52-11	DURABLE GOODS	500	-	-	-	-	-	-	-	-	(32)	468			FINAL BUDGET AMENDMENT
2202	001-2202-522-52-25	UNIFORMS	1,200	-	-	-	-	-	-	-	-	-	1,200			
2202	001-2202-522-64-14	EQUIP - NEW COMPUTERS	-	-	-	-	-	-	-	-	-	8,400	8,400			FINAL BUDGET AMENDMENT
4101	001-4101-541-12-10	REGULAR SALARIES	285,291	-	-	-	-	-	-	-	-	(2,653)	282,638			FINAL BUDGET AMENDMENT
4101	001-4101-541-14-10	OVERTIME	10,048	-	-	-	-	-	-	-	-	13,920	23,968			FINAL BUDGET AMENDMENT
4101	001-4101-541-21-10	FICA / MED TAXES	21,096	-	-	-	-	-	-	-	-	350	21,446			FINAL BUDGET AMENDMENT
4101	001-4101-541-22-20	FL STATE RETIREMENT	31,820	-	-	-	-	-	-	-	-	-	31,820			
4101	001-4101-541-23-10	HEALTH INSURANCE	38,614	-	-	-	-	-	-	-	-	1,719	40,333			FINAL BUDGET AMENDMENT
4101	001-4101-541-23-15	DENTAL INSURANCE	2,252	-	-	-	-	-	-	-	-	-	2,252			
4101	001-4101-541-23-20	LIFE INSURANCE	1,651	-	-	-	-	-	-	-	-	-	1,651			
4101	001-4101-541-23-21	SHORT-TERM DISABILITY	1,235	-	-	-	-	-	-	-	-	-	1,235			
4101	001-4101-541-23-30	DEPENDENT HEALTH INSURANC	45,167	-	-	-	-	-	-	-	-	(20,278)	24,889			FINAL BUDGET AMENDMENT
4101	001-4101-541-23-35	DEPENDENT DENTAL INSURANC	3,473	-	-	-	-	-	-	-	-	-	3,473			
4101	001-4101-541-23-40	LONG TERM DISABILITY	755	-	-	-	-	-	-	-	-	-	755			
4101	001-4101-541-24-10	WORKERS' COMPENSATION	22,921	-	-	-	-	-	-	-	-	-	22,921			
4101	001-4101-541-31-15	ENGINEERING	-	10,400	-	-	-	-	-	-	-	-	10,400			PRIOR YEAR BUDGET ROLL-OVER
4101	001-4101-541-31-60	PERMIT & COMPLIANCE FEES	600	-	-	-	-	-	-	-	-	-	600			
4101	001-4101-541-34-10	CONTRACTUAL SERVICES	196,331	1,540	-	-	(200)	-	-	(1,500)	-	(63,107)	133,064	TRANSFER	TRANSFER	FINAL BUDGET AMENDMENT
4101	001-4101-541-40-10	TRAVEL & PER DIEM	9,670	-	-	-	(1,550)	-	-	1,500	-	-	9,620	TRANSFER	TRANSFER	
4101	001-4101-541-41-10	TELEPHONE	4,013	-	-	-	-	-	-	800	-	730	5,543	TRANSFER	TRANSFER	FINAL BUDGET AMENDMENT
4101	001-4101-541-41-20	OTHER COMMUNICATION	483	-	-	-	-	-	-	-	-	-	483			
4101	001-4101-541-41-30	POSTAGE	350	-	-	-	-	-	-	-	-	-	350			
4101	001-4101-541-43-10	ELECTRIC, WATER, GAS	10,057	-	-	-	-	-	-	-	-	-	10,057			
4101	001-4101-541-43-20	LANDFILL COSTS	500	-	-	-	-	-	-	-	-	-	500			
4101	001-4101-541-44-10	RENTALS & LEASES	4,000	-	-	-	200	-	-	3,077	-	-	7,277	TRANSFER	TRANSFER	
4101	001-4101-541-45-10	LIABILITY	21,144	-	-	-	-	-	-	-	-	-	21,144			
4101	001-4101-541-46-10	BUILDING	32,849	-	-	-	-	-	-	-	-	(3,368)	29,481			FINAL BUDGET AMENDMENT
4101	001-4101-541-46-15	EQUIPMENT	15,720	-	-	-	-	-	-	-	-	(3,059)	12,661			FINAL BUDGET AMENDMENT
4101	001-4101-541-46-25	MISCELLANEOUS	15,550	-	-	-	-	-	(11,750)	-	-	-	3,800	TRANSFER	TRANSFER	
4101	001-4101-541-46-45	EXTERMINATING	5,600	-	-	-	-	-	-	-	-	-	5,600			
4101	001-4101-541-47-10	PRINTING & BINDING	850	-	-	-	-	-	-	-	-	-	850			
4101	001-4101-541-51-10	OFFICE SUPPLIES	750	-	-	-	-	-	-	-	-	-	750			
4101	001-4101-541-52-10	OPERATING SUPPLIES	32,650	-	-	-	(44)	-	-	5,195	-	195	37,996	TRANSFER	TRANSFER	FINAL BUDGET AMENDMENT
4101	001-4101-541-52-11	DURABLE GOODS	3,350	-	-	-	44	-	-	2,178	-	-	5,572	TRANSFER	TRANSFER	
4101	001-4101-541-52-15	FUEL COSTS	7,416	-	-	-	-	-	-	-	-	5,219	12,635			FINAL BUDGET AMENDMENT
4101	001-4101-541-52-25	UNIFORMS	7,150	-	-	-	-	-	-	-	-	(3,445)	3,705			FINAL BUDGET AMENDMENT
4101	001-4101-541-52-59	GEN SVCS SIGN MATERIALS	2,812	-	-	-	-	-	-	(341)	-	-	2,471	TRANSFER	TRANSFER	
4101	001-4101-541-54-10	BKS, PUB, SUB, MEM, LIB	1,500	-	-	-	-	-	-	341	-	-	1,841	TRANSFER	TRANSFER	
4101	001-4101-541-62-20	BUILDINGS	14,764	-	-	-	-	-	-	-	-	3,059	17,823			FINAL BUDGET AMENDMENT
4102	001-4102-541-12-10	REGULAR SALARIES	82,786	-	-	-	-	-	-	-	-	(20,263)	62,523			FINAL BUDGET AMENDMENT
4102	001-4102-541-14-10	OVERTIME	2,010	-	-	-	-	-	-	-	-	664	2,674			FINAL BUDGET AMENDMENT
4102	001-4102-541-21-10	FICA / MED TAXES	5,786	-	-	-	-	-	-	-	-	-	5,786			
4102	001-4102-541-22-20	FL STATE RETIREMENT	7,190	-	-	-	-	-	-	-	-	-	7,190			
4102	001-4102-541-23-10	HEALTH INSURANCE	14,041	-	-	-	-	-	-	-	-	(2,775)	11,266			FINAL BUDGET AMENDMENT
4102	001-4102-541-23-15	DENTAL INSURANCE	751	-	-	-	-	-	-	-	-	-	751			
4102	001-4102-541-23-20	LIFE INSURANCE	454	-	-	-	-	-	-	-	-	-	454			
4102	001-4102-541-23-21	SHORT-TERM DISABILITY	345	-	-	-	-	-	-	-	-	-	345			
4102	001-4102-541-23-30	DEPENDENT HEALTH INSURANC	11,292	-	-	-	-	-	-	-	-	(4,606)	6,686			FINAL BUDGET AMENDMENT
4102	001-4102-541-23-35	DEPENDENT DENTAL INSURANC	1,089	-	-	-	-	-	-	-	-	-	1,089			
4102	001-4102-541-23-40	LONG TERM DISABILITY	211	-	-	-	-	-	-	-	-	-	211			
4102	001-4102-541-24-10	WORKERS' COMPENSATION	8,454	-	-	-	-	-	-	-	-	(2,388)	6,066			FINAL BUDGET AMENDMENT
4102	001-4102-541-31-15	ENGINEERING	10,000	4,330	-	-	-	-	-	8,710	-	-	19,565	PRIOR YEAR BUDGET ROLL-OVER	TRANSFER	FINAL BUDGET AMENDMENT
4102	001-4102-541-34-10	CONTRACTUAL SERVICES	189,130	-	-	-	-	-	-	-	-	(15,447)	173,683			FINAL BUDGET AMENDMENT
4102	001-4102-541-40-10	TRAVEL & PER DIEM	7,055	-	-	-	-	-	-	(2,300)	-	-	4,755	TRANSFER	TRANSFER	
4102	001-4102-541-41-10	TELEPHONE	1,586	-	-	-	-	-	-	-	-	-	1,586			
4102	001-4102-541-41-20	OTHER COMMUNICATION	414	-	-	-	-	-	-	-	-	-	414			
4102	001-4102-541-41-30	POSTAGE	300	-	-	-	-	-	-	(300)	-	-	-	TRANSFER	TRANSFER	
4102	001-4102-541-43-10	ELECTRIC, WATER, GAS	389,701	-	-	-	-	-	-	(3,000)	-	(14,143)	372,558	TRANSFER	TRANSFER	FINAL BUDGET AMENDMENT
4102	001-4102-541-44-10	RENTALS & LEASES	4,800	-	-	-	-	-	-	(3,600)	-	-	1,200	TRANSFER	TRANSFER	
4102	001-4102-541-45-10	LIABILITY	6,587	-	-	-	-	-	-	-	-	-	6,587			
4102	001-4102-541-46-15	EQUIPMENT	4,000	-	-	-	-	-	-	(3,000)	-	-	1,000	TRANSFER	TRANSFER	
4102	001-4102-541-46-17	INSURANCE RECOVERY	-	-	-	-	-	-	7,586	-	-	-	7,586	INSURANCE REIMBURSEMENT	TRANSFER	
4102	001-4102-541-46-25	MISCELLANEOUS	2,000	-	-	-	-	-	-	(1,500)	-	-	500	TRANSFER	TRANSFER	
4102	001-4102-541-46-40	TRAFFIC LIGHT MAINT.	68,551	-	-	-	-	-	-	-	-	1,094	69,645			FINAL BUDGET AMENDMENT
4102	001-4102-541-47-10	PRINTING & BINDING	300	-	-	-	-	-	-	(200)	-	-	100	TRANSFER	TRANSFER	
4102	001-4102-541-51-10	OFFICE SUPPLIES	400	-	-	-	-	-	-	(100)	-	-	300	TRANSFER	TRANSFER	
4102	001-4102-541-52-10	OPERATING SUPPLIES	5,488	-	-	-	-	-	-	-	-	3,600	9,088			FINAL BUDGET AMENDMENT
4102	001-4102-541-52-11	DURABLE GOODS	2,310	-	-	-	-	-	-	(1,410)	-	-	900			
4102	001-4102-541-52-15	FUEL COSTS	3,298	-	-	-	-	-	-	-	-	-	3,298	TRANSFER	TRANSFER	
4102	001-4102-541-52-25	UNIFORMS	1,940	-	-	-	-	-	-	-	-	-	1,940			
4102	001-4102-541-52-59	GEN SVCS SIGN MATERIALS	2,000	-	-	-	-	-	-	-	-	-	2,000			
4102	001-4102-541-53-20	ROAD MATERIALS & SUPPLIES	31,300	10,000	-	-	-	-	-	(13,936)	-	-	27,364	PRIOR YEAR BUDGET ROLL-OVER	TRANSFER	
4102	001-4102-541-54-10	BKS, PUB, SUB, MEM, LIB	2,000	-	-	-	-	-	-	(1,500)	-	-	500	TRANSFER	TRANSFER	
4102	001-4102-541-63-10	STREET SIGN REPLACEMENT	5,000	-	-	-	-	-	-	7,944	-	-	12,944			
4102	001-4102-541-63-20	SIDEWALK REPAIR/CONST.	5,000	-	-	-	-	-	-	-	-	(2,669)	2,331			FINAL BUDGET AMENDMENT
4102	001-4102-541-64-23	SOFTWARE	-	-	-	-	-	-	-	13,692	-	-	13,692	TRANSFER	TRANSFER	
5901	001-5901-559-12-10	REGULAR SALARIES	170,969	-	-	-	-	-	-	-	-	-	170,969			
5901	001-5901-559-14-10	OVERTIME	750	-	-	-	-	-	-	-	-	2,673	3,423			FINAL BUDGET AMENDMENT
5901	001-5901-559-21-10	FICA / MED TAXES	12,682	-	-	-	-	-	-	-	-	152	12,834			FINAL BUDGET AMENDMENT
5901	001-5901-559-22-20	FL STATE RETIREMENT	33,166	-	-	-	-	-	-	-	-	-	33,166			
5901	001-5901-559-23-10	HEALTH INSURANCE	7,021	-	-	-	-	-	-	-	-	-	7,021			
5901	001-5901-559-23-15	DENTAL INSURANCE	751	-	-	-	-	-	-	-	-	-	751			
5901	001-5901-559-23-20	LIFE INSURANCE	972	-	-	-	-	-	-	-	-	-	972			
5901	001-5901-559-23-21	SHORT-TERM DISABILITY	605	-	-	-	-	-	-	-	-	-	605			
5901	001-5901-559-23-35	DEPENDENT DENTAL INSURANC	317	-	-	-	-	-	-	-	-	-	317			
5901	001-5901-559-23-40	LONG TERM DISABILITY	445	-	-	-	-	-	-	-	-	-	445			
5901	001-5901-559-24-10	WORKERS' COMPENSATION	378	-	-	-	-	-	-	-	-	-	378			

5901	001-5901-559-34-10	CONTRACTUAL SERVICES	6,500	-	-	-	-	-	-	(750)	-	-	5,750		TRANSFER	
5901	001-5901-559-40-10	TRAVEL & PER DIEM	7,900	1,415	-	-	-	-	-	(100)	-	(1,400)	7,815	PRIOR YEAR BUDGET ROLL-OVER	TRANSFER	FINAL BUDGET AMENDMENT
5901	001-5901-559-41-10	TELEPHONE	1,323	-	-	-	-	-	-	-	-	160	1,483			FINAL BUDGET AMENDMENT
5901	001-5901-559-41-30	POSTAGE	100	-	-	-	-	-	-	-	-	-	100			
5901	001-5901-559-44-10	RENTALS & LEASES	500	-	-	-	325	-	-	-	-	-	825	TRANSFER		
5901	001-5901-559-45-10	LIABILITY	5,485	-	-	-	-	-	-	-	-	-	5,485			
5901	001-5901-559-46-15	EQUIPMENT	1,000	-	-	-	(162)	-	-	-	-	(160)	678	TRANSFER		FINAL BUDGET AMENDMENT
5901	001-5901-559-47-10	PRINTING & BINDING	800	-	-	-	-	-	-	-	-	-	800			
5901	001-5901-559-48-60	SPONSORED EVENTS	1,200	-	-	-	-	-	-	-	-	(1,092)	108			FINAL BUDGET AMENDMENT
5901	001-5901-559-49-10	ADVERTISING	3,000	-	-	-	-	-	-	-	-	-	3,000			
5901	001-5901-559-51-10	OFFICE SUPPLIES	800	50	-	-	(163)	-	-	-	-	-	687	TRANSFER		
5901	001-5901-559-52-10	OPERATING SUPPLIES	2,100	-	-	-	-	-	-	(628)	-	-	1,472		TRANSFER	
5901	001-5901-559-54-10	BKS, PUB, SUB, MEM, LIB	1,850	-	-	-	-	-	-	628	-	-	2,478		TRANSFER	
7101	001-7101-571-12-10	REGULAR SALARIES	316,037	-	-	-	-	-	-	-	-	1,677	317,714			FINAL BUDGET AMENDMENT
7101	001-7101-571-14-10	OVERTIME	1,040	-	-	-	-	-	-	-	-	-	1,040			
7101	001-7101-571-21-10	FICA / MED TAXES	22,624	-	-	-	-	-	-	-	-	324	22,948			FINAL BUDGET AMENDMENT
7101	001-7101-571-22-10	RETIREMENT	3,957	-	-	-	-	-	-	-	-	-	3,957			
7101	001-7101-571-22-20	FL STATE RETIREMENT	21,293	-	-	-	-	-	-	-	-	-	21,293			
7101	001-7101-571-23-10	HEALTH INSURANCE	42,124	-	-	-	-	-	-	-	-	7,668	49,792			FINAL BUDGET AMENDMENT
7101	001-7101-571-23-15	DENTAL INSURANCE	2,628	-	-	-	-	-	-	-	-	-	2,628			
7101	001-7101-571-23-20	LIFE INSURANCE	1,744	-	-	-	-	-	-	-	-	-	1,744			
7101	001-7101-571-23-21	SHORT-TERM DISABILITY	1,309	-	-	-	-	-	-	-	-	-	1,309			
7101	001-7101-571-23-30	DEPENDENT HEALTH INSURANC	11,292	-	-	-	-	-	-	-	-	3,064	14,356			FINAL BUDGET AMENDMENT
7101	001-7101-571-23-35	DEPENDENT DENTAL INSURANC	2,178	-	-	-	-	-	-	-	-	639	2,817			FINAL BUDGET AMENDMENT
7101	001-7101-571-23-40	LONG TERM DISABILITY	799	-	-	-	-	-	-	-	-	-	799			
7101	001-7101-571-24-10	WORKERS' COMPENSATION	697	-	-	-	-	-	-	-	-	-	697			
7101	001-7101-571-32-20	BOARD MEMBER PAYMENTS	1,400	-	-	-	-	-	-	-	-	-	1,400			
7101	001-7101-571-34-10	CONTRACTUAL SERVICES	3,430	-	-	-	-	-	-	-	-	(2,901)	529			FINAL BUDGET AMENDMENT
7101	001-7101-571-40-10	TRAVEL & PER DIEM	2,100	-	-	-	-	-	-	(825)	-	-	1,275		TRANSFER	
7101	001-7101-571-41-10	TELEPHONE	1,307	-	-	-	-	-	-	-	-	-	1,307			
7101	001-7101-571-41-20	OTHER COMMUNICATION	21,138	-	-	-	-	-	-	-	-	-	21,138			
7101	001-7101-571-41-30	POSTAGE	750	-	-	-	-	-	-	(675)	-	-	75		TRANSFER	
7101	001-7101-571-43-10	ELECTRIC, WATER, GAS	21,120	-	-	-	-	-	-	-	-	-	21,120			
7101	001-7101-571-44-10	RENTALS & LEASES	3,055	-	-	-	-	-	-	1,000	-	-	4,055		TRANSFER	
7101	001-7101-571-45-10	LIABILITY	13,076	-	-	-	-	-	-	-	-	-	13,076			
7101	001-7101-571-46-10	BUILDING	-	-	-	-	-	-	-	1,000	-	450	1,450		TRANSFER	FINAL BUDGET AMENDMENT
7101	001-7101-571-46-17	INSURANCE RECOVERY	-	-	-	-	-	-	1,177	-	-	-	1,177		INSURANCE REIMBURSEMENT	
7101	001-7101-571-46-20	COMPUTER	500	-	-	-	-	-	-	(500)	-	-	-		TRANSFER	
7101	001-7101-571-47-20	PRESERVATION OF BOOKS	75	-	-	-	-	-	-	-	-	-	75			
7101	001-7101-571-48-40	ADULT PROGRAMS	4,000	-	-	-	-	-	-	-	-	-	4,000			
7101	001-7101-571-48-50	CHILDREN'S READING PROG.	6,000	-	-	-	-	-	-	-	-	-	6,000			
7101	001-7101-571-49-10	ADVERTISING	1,000	-	-	-	-	-	-	-	-	-	1,000			
7101	001-7101-571-51-10	OFFICE SUPPLIES	1,000	-	-	-	-	-	-	-	-	-	1,000			
7101	001-7101-571-52-10	OPERATING SUPPLIES	7,500	-	-	-	-	-	-	-	-	-	7,500			
7101	001-7101-571-52-11	DURABLE GOODS	5,700	1,630	-	-	-	-	-	-	-	-	7,330	PRIOR YEAR BUDGET ROLL-OVER		
7101	001-7101-571-52-15	FUEL COSTS	169	-	-	-	-	-	-	-	-	-	169			
7101	001-7101-571-52-37	FRIENDS OF THE LIBRARY	-	4,418	-	-	-	-	-	-	-	-	4,418	PRIOR YEAR BUDGET ROLL-OVER		
7101	001-7101-571-54-10	BKS, PUB, SUB, MEM, LIB	5,778	-	-	-	-	-	-	-	-	-	5,778			
7101	001-7101-571-64-25	FUTURE PROJECTS	216,597	-	-	-	-	-	-	-	-	-	216,597			
7101	001-7101-571-66-20	MAJOR COLLECTIONS BOOKS	41,457	-	-	-	-	-	-	-	-	-	41,457			
7201	001-7201-572-12-10	REGULAR SALARIES	228,987	-	-	-	-	-	-	-	-	(27,917)	201,070			FINAL BUDGET AMENDMENT
7201	001-7201-572-14-10	OVERTIME	15,072	-	-	-	-	-	-	-	-	2,085	17,157			FINAL BUDGET AMENDMENT
7201	001-7201-572-21-10	FICA / MED TAXES	16,272	-	-	-	-	-	-	-	-	-	16,272			
7201	001-7201-572-22-20	FL STATE RETIREMENT	20,694	-	-	-	-	-	-	-	-	(2,983)	17,711			FINAL BUDGET AMENDMENT
7201	001-7201-572-23-10	HEALTH INSURANCE	34,402	-	-	-	-	-	-	-	-	1,233	35,635			FINAL BUDGET AMENDMENT
7201	001-7201-572-23-15	DENTAL INSURANCE	2,215	-	-	-	-	-	-	-	-	-	2,215			
7201	001-7201-572-23-20	LIFE INSURANCE	1,355	-	-	-	-	-	-	-	-	-	1,355			
7201	001-7201-572-23-21	SHORT-TERM DISABILITY	1,017	-	-	-	-	-	-	-	-	-	1,017			
7201	001-7201-572-23-30	DEPENDENT HEALTH INSURANC	54,200	-	-	-	-	-	-	-	-	(23,779)	30,421			FINAL BUDGET AMENDMENT
7201	001-7201-572-23-35	DEPENDENT DENTAL INSURANC	3,327	-	-	-	-	-	-	-	-	-	3,327			
7201	001-7201-572-23-40	LONG TERM DISABILITY	621	-	-	-	-	-	-	-	-	-	621			
7201	001-7201-572-24-10	WORKERS' COMPENSATION	10,692	-	-	-	-	-	-	-	-	-	10,692			
7201	001-7201-572-31-15	ENGINEERING	-	-	-	-	-	-	-	5,200	-	1,500	6,700		TRANSFER	FINAL BUDGET AMENDMENT
7201	001-7201-572-34-10	CONTRACTUAL SERVICES	5,002	-	-	-	3,100	-	-	-	-	2,180	10,282		TRANSFER	FINAL BUDGET AMENDMENT
7201	001-7201-572-40-10	TRAVEL & PER DIEM	8,000	575	-	-	-	-	-	(200)	-	-	8,375	PRIOR YEAR BUDGET ROLL-OVER	TRANSFER	
7201	001-7201-572-41-10	TELEPHONE	2,349	-	-	-	-	-	-	500	-	285	3,134		TRANSFER	FINAL BUDGET AMENDMENT
7201	001-7201-572-41-30	POSTAGE	100	-	-	-	-	-	-	-	-	-	100			
7201	001-7201-572-43-10	ELECTRIC, WATER, GAS	145,756	-	-	-	-	-	-	-	-	120,407	266,163			FINAL BUDGET AMENDMENT
7201	001-7201-572-43-20	LANDFILL COSTS	800	-	-	-	-	-	-	(800)	-	-	-		TRANSFER	
7201	001-7201-572-44-10	RENTALS & LEASES	1,000	-	-	-	-	-	-	-	-	-	1,000			
7201	001-7201-572-45-10	LIABILITY	27,530	-	-	-	-	-	-	-	-	-	27,530			
7201	001-7201-572-46-25	MISCELLANEOUS	9,558	-	-	-	-	-	-	736	-	604	10,898		TRANSFER	FINAL BUDGET AMENDMENT
7201	001-7201-572-47-10	PRINTING & BINDING	200	-	-	-	-	-	-	-	-	-	200			
7201	001-7201-572-48-10	CITY APPRECIATION	1,250	-	-	-	-	-	400	-	-	-	1,650		ARBOR DAY EVENT DONATION	
7201	001-7201-572-51-10	OFFICE SUPPLIES	300	-	-	-	-	-	-	-	-	-	300			
7201	001-7201-572-52-10	OPERATING SUPPLIES	63,474	-	-	-	(1,550)	-	-	(5,236)	-	(7,440)	49,248	TRANSFER	TRANSFER	FINAL BUDGET AMENDMENT
7201	001-7201-572-52-11	DURABLE GOODS	1,200	-	-	-	-	-	-	-	-	3,220	4,420			FINAL BUDGET AMENDMENT
7201	001-7201-572-52-15	FUEL COSTS	10,335	-	-	-	-	-	-	-	-	7,214	17,549			FINAL BUDGET AMENDMENT
7201	001-7201-572-52-25	UNIFORMS	7,495	-	-	-	-	-	-	-	-	(3,677)	3,818			FINAL BUDGET AMENDMENT
7201	001-7201-572-54-10	BKS, PUB, SUB, MEM, LIB	770	-	-	-	-	-	-	(200)	-	-	570		TRANSFER	
7202	001-7202-572-12-10	REGULAR SALARIES	241,846	-	-	-	-	-	-	-	-	(11,262)	230,584			FINAL BUDGET AMENDMENT
7202	001-7202-572-13-10	OTHER SALARIES & WAGES	21,152	-	-	-	-	-	-	-	-	-	21,152			
7202	001-7202-572-14-10	OVERTIME	5,151	-	-	-	-	-	-	-	-	-	5,151			
7202	001-7202-572-15-60	ELECTR TABLET ALLOWANCE	-	-	-	-	-	-	-	-	-	250	250			FINAL BUDGET AMENDMENT
7202	001-7202-572-21-10	FICA / MED TAXES	18,541	-	-	-	-	-	-	-	-	-	18,541			
7202	001-7202-572-22-20	FL STATE RETIREMENT	30,044	-	-	-	-	-	-	-	-	-	30,044			
7202	001-7202-572-23-10	HEALTH INSURANCE	28,083	-	-	-	-	-	-	-	-	-	28,083			

Z202	001-7202-572.23-15	DENTAL INSURANCE	1,501	-	-	-	-	-	-	-	-	-	1,501			
Z202	001-7202-572.23-20	LIFE INSURANCE	1,399	-	-	-	-	-	-	-	-	-	1,399			
Z202	001-7202-572.23-21	SHORT-TERM DISABILITY	992	-	-	-	-	-	-	-	-	-	992			
Z202	001-7202-572.23-30	DEPENDENT HEALTH INSURANC	39,521	-	-	-	-	-	-	-	-	(9,404)	30,117		FINAL BUDGET AMENDMENT	
Z202	001-7202-572.23-35	DEPENDENT DENTAL INSURANC	2,632	-	-	-	-	-	-	-	-	-	2,632			
Z202	001-7202-572.23-40	LONG TERM DISABILITY	640	-	-	-	-	-	-	-	-	-	640			
Z202	001-7202-572.24-10	WORKERS' COMPENSATION	8,257	-	-	-	-	-	-	-	-	-	8,257			
Z202	001-7202-572.31-60	PERMIT & COMPLIANCE FEES	680	-	-	-	-	-	-	-	-	-	680			
Z202	001-7202-572.34-10	CONTRACTUAL SERVICES	4,500	-	-	-	-	-	486	-	-	-	1,166	TRANSFER		
Z202	001-7202-572.40-10	TRAVEL & PER DIEM	2,000	-	-	-	-	-	(3,115)	-	-	(320)	1,065	TRANSFER	FINAL BUDGET AMENDMENT	
Z202	001-7202-572.41-10	TELEPHONE	2,480	-	-	-	-	-	-	-	-	620	2,620		FINAL BUDGET AMENDMENT	
Z202	001-7202-572.41-30	POSTAGE	700	-	-	-	-	-	-	-	-	-	700			
Z202	001-7202-572.43-10	ELECTRIC, WATER, GAS	3,744	-	-	-	-	-	-	-	-	-	514	4,258		FINAL BUDGET AMENDMENT
Z202	001-7202-572.44-10	RENTALS & LEASES	9,662	-	-	-	-	-	4,200	-	-	(250)	13,612	TRANSFER	FINAL BUDGET AMENDMENT	
Z202	001-7202-572.45-10	LIABILITY	12,894	-	-	-	-	-	-	-	-	-	12,894			
Z202	001-7202-572.47-10	PRINTING & BINDING	800	-	-	-	-	-	-	-	-	-	800			
Z202	001-7202-572.48-20	LIGHT UP/HOLIDAY FESTIVAL	24,500	-	-	-	-	-	-	-	-	-	2,164	26,664		FINAL BUDGET AMENDMENT
Z202	001-7202-572.48-22	HOLIDAY FESTIVAL-SUPPLIES	175,000	-	-	-	-	-	-	-	-	(5,190)	169,810			
Z202	001-7202-572.48-30	4TH OF JULY	40,000	-	-	-	-	-	-	-	-	834	40,834		FINAL BUDGET AMENDMENT	
Z202	001-7202-572.48-60	SPONSORED EVENTS	15,000	7,700	-	-	-	-	-	-	-	-	22,700	PRIOR YEAR BUDGET ROLL-OVER		
Z202	001-7202-572.49-10	ADVERTISING	4,000	-	-	-	-	-	-	-	-	-	4,000			
Z202	001-7202-572.51-10	OFFICE SUPPLIES	500	-	-	-	-	-	-	-	-	-	500			
Z202	001-7202-572.52-10	OPERATING SUPPLIES	5,000	-	-	-	-	-	-	-	-	(50)	4,950		FINAL BUDGET AMENDMENT	
Z202	001-7202-572.52-11	DURABLE GOODS	1,650	3,450	-	-	-	-	-	-	-	-	5,100	PRIOR YEAR BUDGET ROLL-OVER		
Z202	001-7202-572.52-15	FUEL COSTS	1,889	-	-	-	-	-	-	-	-	-	1,889			
Z202	001-7202-572.52-25	UNIFORMS	200	30	-	-	-	-	-	-	-	-	230	PRIOR YEAR BUDGET ROLL-OVER		
Z202	001-7202-572.52-30	ART IN THE SQUARE	11,850	-	-	-	5,035	-	-	-	-	-	321	17,206	PRIOR YEAR BUDGET ROLL-OVER	FINAL BUDGET AMENDMENT
Z202	001-7202-572.54-10	BKS, PUB, SUB, MEM, LIB	1,040	-	-	-	-	-	-	-	-	-	105	1,145		FINAL BUDGET AMENDMENT
Z202	001-7202-572.55-10	SUMMER YOUTH PROGRAM	25,000	-	-	-	-	-	-	-	-	-	25,000			
Z202	001-7202-572.55-20	PROGRAM COSTS	59,300	76	-	-	-	-	-	-	-	-	59,376	PRIOR YEAR BUDGET ROLL-OVER		
Z203	001-7203-572.12-10	REGULAR SALARIES	84,746	-	-	-	-	-	-	-	-	-	84,746			
Z203	001-7203-572.14-10	OVERTIME	904	-	-	-	-	-	-	-	-	-	1,042		FINAL BUDGET AMENDMENT	
Z203	001-7203-572.15-60	ELECTR TABLET ALLOWANCE	-	-	-	-	-	-	-	-	-	250	250		FINAL BUDGET AMENDMENT	
Z203	001-7203-572.21-10	FICA / MED TAXES	6,100	-	-	-	-	-	-	-	-	111	6,211		FINAL BUDGET AMENDMENT	
Z203	001-7203-572.22-20	FL STATE RETIREMENT	16,364	-	-	-	-	-	-	-	-	-	16,364			
Z203	001-7203-572.23-10	HEALTH INSURANCE	7,021	-	-	-	-	-	-	-	-	-	7,021			
Z203	001-7203-572.23-15	DENTAL INSURANCE	375	-	-	-	-	-	-	-	-	-	375			
Z203	001-7203-572.23-20	LIFE INSURANCE	488	-	-	-	-	-	-	-	-	-	488			
Z203	001-7203-572.23-21	SHORT-TERM DISABILITY	307	-	-	-	-	-	-	-	-	-	307			
Z203	001-7203-572.23-30	DEPENDENT HEALTH INSURANC	5,646	-	-	-	-	-	-	-	-	-	5,646			
Z203	001-7203-572.23-35	DEPENDENT DENTAL INSURANC	317	-	-	-	-	-	-	-	-	-	317			
Z203	001-7203-572.23-40	LONG TERM DISABILITY	221	-	-	-	-	-	-	-	-	-	221			
Z203	001-7203-572.24-10	WORKERS' COMPENSATION	226	-	-	-	-	-	-	-	-	-	226			
Z203	001-7203-572.31-60	PERMIT & COMPLIANCE FEES	300	-	-	-	-	-	-	-	-	-	300			
Z203	001-7203-572.34-10	CONTRACTUAL SERVICES	4,600	-	-	-	-	-	(1,200)	-	-	(265)	3,135	TRANSFER	FINAL BUDGET AMENDMENT	
Z203	001-7203-572.40-10	TRAVEL & PER DIEM	1,500	-	-	-	-	-	-	-	-	-	1,500			
Z203	001-7203-572.41-10	TELEPHONE	1,588	-	-	-	-	-	-	-	-	348	1,936		FINAL BUDGET AMENDMENT	
Z203	001-7203-572.41-20	OTHER COMMUNICATION	500	-	-	-	-	-	-	-	-	-	500			
Z203	001-7203-572.41-30	POSTAGE	200	-	-	-	-	-	-	-	-	-	200			
Z203	001-7203-572.45-10	LIABILITY	1,942	-	-	-	-	-	-	-	-	-	1,942			
Z203	001-7203-572.46-10	BUILDING	2,000	-	-	-	-	-	-	-	-	-	2,000			
Z203	001-7203-572.46-25	MISCELLANEOUS	1,500	-	-	-	-	-	-	-	-	-	1,500			
Z203	001-7203-572.47-10	PRINTING & BINDING	200	-	-	-	-	-	-	-	-	160	360		FINAL BUDGET AMENDMENT	
Z203	001-7203-572.51-10	OFFICE SUPPLIES	200	-	-	-	-	-	-	-	-	-	200			
Z203	001-7203-572.52-10	OPERATING SUPPLIES	8,000	82	-	-	-	-	(1,571)	-	-	-	6,511	PRIOR YEAR BUDGET ROLL-OVER	TRANSFER	
Z203	001-7203-572.52-11	DURABLE GOODS	2,600	-	-	-	-	-	-	-	-	-	2,600			
Z203	001-7203-572.52-25	UNIFORMS	100	-	-	-	-	-	-	-	-	-	100			
Z203	001-7203-572.54-10	BKS, PUB, SUB, MEM, LIB	250	-	-	-	-	-	-	-	-	105	355		FINAL BUDGET AMENDMENT	
Z203	001-7203-572.64-25	FUTURE PROJECTS	60,000	-	-	-	-	-	-	-	-	-	60,000			
Z204	001-7204-572.12-10	REGULAR SALARIES	182,081	-	-	-	-	-	-	-	-	-	18,884	200,965		FINAL BUDGET AMENDMENT
Z204	001-7204-572.14-10	OVERTIME	-	-	-	-	-	-	-	-	-	-	15,020	15,020		FINAL BUDGET AMENDMENT
Z204	001-7204-572.21-10	FICA / MED TAXES	12,601	-	-	-	-	-	-	-	-	-	2,322	14,923		FINAL BUDGET AMENDMENT
Z204	001-7204-572.22-20	FL STATE RETIREMENT	15,439	-	-	-	-	-	-	-	-	-	2,012	17,451		FINAL BUDGET AMENDMENT
Z204	001-7204-572.23-10	HEALTH INSURANCE	28,785	-	-	-	-	-	-	-	-	-	-	28,785		
Z204	001-7204-572.23-15	DENTAL INSURANCE	1,914	-	-	-	-	-	-	-	-	-	-	1,914		
Z204	001-7204-572.23-20	LIFE INSURANCE	1,031	-	-	-	-	-	-	-	-	-	-	1,031		
Z204	001-7204-572.23-21	SHORT-TERM DISABILITY	775	-	-	-	-	-	-	-	-	-	-	775		
Z204	001-7204-572.23-30	DEPENDENT HEALTH INSURANC	36,134	-	-	-	-	-	-	-	-	(6,529)	29,605		FINAL BUDGET AMENDMENT	
Z204	001-7204-572.23-35	DEPENDENT DENTAL INSURANC	2,709	-	-	-	-	-	-	-	-	-	2,709			
Z204	001-7204-572.23-40	LONG TERM DISABILITY	474	-	-	-	-	-	-	-	-	-	474			
Z204	001-7204-572.24-10	WORKERS' COMPENSATION	8,011	-	-	-	-	-	-	-	-	1,437	9,448		FINAL BUDGET AMENDMENT	
Z204	001-7204-572.34-10	CONTRACTUAL SERVICES	12,500	-	-	-	-	-	-	-	-	-	12,500			
Z204	001-7204-572.40-10	TRAVEL & PER DIEM	2,418	-	-	-	-	-	-	-	-	(1,000)	1,418		FINAL BUDGET AMENDMENT	
Z204	001-7204-572.41-10	TELEPHONE	1,851	-	-	-	-	-	-	-	-	459	2,310		FINAL BUDGET AMENDMENT	
Z204	001-7204-572.41-30	POSTAGE	100	-	-	-	-	-	-	-	-	-	100			
Z204	001-7204-572.43-10	ELECTRIC, WATER, GAS	121,461	-	-	-	-	-	-	-	-	(121,451)	10		FINAL BUDGET AMENDMENT	
Z204	001-7204-572.43-20	LANDFILL COSTS	500	-	-	-	-	-	-	-	-	-	500			
Z204	001-7204-572.44-10	RENTALS & LEASES	500	-	-	-	-	-	-	-	-	-	500			
Z204	001-7204-572.46-25	MISCELLANEOUS	2,800	-	-	-	-	-	(800)	-	-	(1,207)	793	TRANSFER	FINAL BUDGET AMENDMENT	
Z204	001-7204-572.47-10	PRINTING & BINDING	275	-	-	-	-	-	-	-	-	-	275			
Z204	001-7204-572.48-10	CITY APPRECIATION	1,250	-	-	-	-	-	(1,250)	-	-	-	-	TRANSFER		
Z204	001-7204-572.49-10	ADVERTISING	250	-	-	-	-	-	-	-	-	-	250			
Z204	001-7204-572.51-10	OFFICE SUPPLIES	300	-	-	-	-	-	-	-	-	-	300			
Z204	001-7204-572.52-10	OPERATING SUPPLIES	6,304	-	-	-	-	-	315	-	-	-	6,619	TRANSFER		
Z204	001-7204-572.52-11	DURABLE GOODS	1,600	-	-	-	-	-	485	-	-	276	2,361	TRANSFER	FINAL BUDGET AMENDMENT	
Z204	001-7204-572.52-15	FUEL COSTS	8,611	-	-	-	-	-	(500)	-	-	(7,329)	782	TRANSFER	FINAL BUDGET AMENDMENT	
Z204	001-7204-572.52-25	UNIFORMS	4,725	-	-	-	-	-	-	-	-	-	4,725			

7204	001-7204-572.54-10	BKS, PUB, SUB, MEM, LIB	435	-	-	-	-	-	1,250	-	(750)	935		TRANSFER	FINAL BUDGET AMENDMENT
	TOTAL	EXPENSE	18,136,490	907,136	9,415	-	30,118	11,118	-	4,945	-	19,099,222			
	DIFFERENCE		-	-	-	-	-	-	-	-	-	-			
0000	102-0000-389.90-00	CURRENT	-	-	-	-	-	7,000	-	-	-	7,000		POLICE TRAINING	
	TOTAL	REVENUE	-	-	-	-	-	7,000	-	-	-	7,000			
5901	102-2101-521.40-20	POLICE EDUCATION EXP	-	-	-	-	-	7,000	-	-	-	7,000		POLICE TRAINING	
	TOTAL	EXPENSE	-	-	-	-	-	7,000	-	-	-	7,000			
	DIFFERENCE		-	-	-	-	-	-	-	-	-	-			
0000	105-0000-311.01-00	CURRENT	289,005	-	-	-	-	-	-	4,885	-	293,890			FINAL BUDGET AMENDMENT
0000	105-0000-344.40-01	CHAMBER & TRAIN RENTALS	18,000	-	-	-	-	-	-	-	-	18,000			
0000	105-0000-347.40-04	SPECIAL EVENT COLLECTIONS	-	-	-	-	-	-	-	904	-	904			FINAL BUDGET AMENDMENT
0000	105-0000-389.90-00	APPROPRIATED RESERVES	(6,527)	2,585	-	-	17,500	-	-	-	-	13,558	PRIOR YEAR BUDGET ROLL-OVER	PRIOR YEAR BUDGET ROLL-OVER	
	TOTAL	REVENUE	300,478	2,585	-	-	17,500	-	-	5,789	-	326,352			
5901	105-5901-559.40-10	TRAVEL & PER DIEM	6,525	5	-	(1,000)	-	-	-	-	(2,237)	3,293	TRANSFER		FINAL BUDGET AMENDMENT
5901	105-5901-559.48-60	SPONSORED EVENTS	141,000	2,580	-	-	-	-	-	1,081	4,570	149,231	PRIOR YEAR BUDGET ROLL-OVER		FINAL BUDGET AMENDMENT
5901	105-5901-559.49-10	ADVERTISING	10,000	-	-	-	-	-	-	-	(7,500)	2,500			FINAL BUDGET AMENDMENT
5901	105-5901-559.52-10	OPERATING SUPPLIES	2,500	-	-	1,000	-	-	-	-	-	3,500	TRANSFER		
5901	105-5901-559.52-11	DURABLE GOODS	1,500	-	-	-	-	-	-	-	-	1,500			
5901	105-5901-559.55-30	EXP RELATED TO TIF DIST	-	-	-	175	-	-	-	-	-	175	TRANSFER		
5901	105-5901-559.55-30	INDIVIDUAL PROPERTY GRANT	20,000	-	-	-	-	-	-	-	-	20,000			
5901	105-5901-559.59-05	TRANSFER TO MARINA/SEAPLAN	103,819	-	-	-	-	-	-	4,708	5,167	113,694			FINAL BUDGET AMENDMENT
5901	105-5901-559.64-15	EQUIP - NEW	15,134	-	-	(175)	-	-	-	-	-	14,959	TRANSFER		
7202	105-7202-572.48-60	SPONSORED EVENTS	-	-	-	-	17,500	-	-	-	-	17,500		PRIOR YEAR BUDGET ROLL-OVER	
	TOTAL	EXPENSE	300,478	2,585	-	-	17,500	-	-	5,789	-	326,352			
	DIFFERENCE		-	-	-	-	-	-	-	-	-	-			
0000	110-0000-363.22-01	POLICE IMPACT FEES	63,565	-	-	-	-	-	-	-	-	63,565			
0000	110-0000-389.90-00	APPROPRIATED RESERVES	(22,608)	243,216	-	-	-	-	-	-	-	220,608	PRIOR YEAR BUDGET ROLL-OVER		
	TOTAL	REVENUE	40,957	243,216	-	-	-	-	-	-	-	284,173			
2101	110-2101-521.64-10	EQUIP - REPLACEMENT	19,696	-	-	-	-	-	-	-	-	19,696			
2101	110-2101-521.64-25	FUTURE PROJECTS	21,261	-	-	-	-	-	-	-	-	21,261			
2101	110-2101-521.65-45	CONSTRUCTION	-	243,216	-	-	-	-	-	-	-	243,216	PRIOR YEAR BUDGET ROLL-OVER		
	TOTAL	EXPENSE	40,957	243,216	-	-	-	-	-	-	-	284,173			
	DIFFERENCE		-	-	-	-	-	-	-	-	-	-			
0000	111-0000-363.22-02	FIRE IMPACT FEES	118,877	-	-	-	-	-	-	-	-	118,877			
0000	111-0000-389.90-00	APPROPRIATED RESERVES	(77,920)	436,767	-	-	-	-	-	-	-	358,847	PRIOR YEAR BUDGET ROLL-OVER		
	TOTAL	REVENUE	40,957	436,767	-	-	-	-	-	-	-	477,724			
2201	111-2201-522.64-10	EQUIP - REPLACEMENT	19,696	-	-	-	-	-	-	-	-	19,696			
2201	111-2201-522.64-25	FUTURE PROJECTS	21,261	-	-	-	-	-	-	-	-	21,261			
2201	111-2201-522.65-45	CONSTRUCTION	-	436,767	-	-	-	-	-	-	-	436,767	PRIOR YEAR BUDGET ROLL-OVER		
	TOTAL	EXPENSE	40,957	436,767	-	-	-	-	-	-	-	477,724			
	DIFFERENCE		-	-	-	-	-	-	-	-	-	-			
0000	112-0000-389.90-00	APPROPRIATED RESERVES	-	-	5,784	-	-	-	-	-	-	5,784			COUNCIL APPROVED [1/17/2018] PURCHASE OF SOFTWARE FOR INVESTIGATIONS AND MOUNTED RADAR
	TOTAL	REVENUE	-	-	5,784	-	-	-	-	-	-	5,784			
2101	112-2101-521.34-10	CONTRACTUAL SERVICES	-	-	3,995	-	-	-	-	-	-	3,995		SOFTWARE FOR INVESTIGATIONS	
2101	112-2101-521.52-11	DURABLE GOODS	-	-	1,789	-	-	-	-	-	-	1,789		MOUNTED RADAR	
	TOTAL	EXPENSE	-	-	5,784	-	-	-	-	-	-	5,784			
	DIFFERENCE		-	-	-	-	-	-	-	-	-	-			
0000	114-0000-363.22-03	PARKS & RECREATION IMPACT	113,066	-	-	-	-	-	-	(105,391)	-	7,675			
0000	114-0000-389.90-00	APPROPRIATED RESERVES	(38,066)	7,529	-	-	120,000	-	-	-	105,391	194,854	PRIOR YEAR BUDGET ROLL-OVER	PRIOR YEAR BUDGET ROLL-OVER	
	TOTAL	REVENUE	75,000	7,529	-	-	120,000	-	-	-	-	202,529			
7501	114-7201-572.64-25	FUTURE PROJECTS	-	7,529	-	-	-	-	-	-	-	7,529	PRIOR YEAR BUDGET ROLL-OVER		
7203	114-7203-572.64-25	FUTURE PROJECTS	-	-	-	-	120,000	-	-	-	-	120,000		PRIOR YEAR BUDGET ROLL-OVER	
7501	114-7501-575.71-05	OTHER	75,000	-	-	-	-	-	-	-	-	75,000		PRIOR YEAR BUDGET ROLL-OVER	
	TOTAL	EXPENSE	75,000	7,529	-	-	120,000	-	-	-	-	202,529			
	DIFFERENCE		-	-	-	-	-	-	-	-	-	-			
0000	115-0000-381.01-01	TRANSFERS FROM GENERAL	60,484	-	-	-	-	-	-	-	-	60,484			

0000	201-0000-311.03-00	DEDICATED DEBT SVC - G.O.	272,387	-	-	-	-	-	-	-	-	-	-	-	272,387			
0000	201-0000-381.01-01	TRANSFERS FROM GENERAL	841,990	-	-	-	-	-	-	-	-	-	-	-	841,990			
0000	201-0000-389.90-00	APPROPRIATED RESERVES	(29)	-	-	-	-	-	-	-	-	-	-	-				
	TOTAL	REVENUE	1,114,348	-	-	-	-	-	-	-	-	-	-	-	1,114,348			
1201	201-1201-512.71-05	OTHER	550,789	-	-	-	-	-	-	-	-	-	-	-	550,789			
1201	201-1201-512.71-06	CAP IMP REV NOTE 2016	130,000	-	-	-	-	-	-	-	-	-	-	-	130,000			
1201	201-1201-512.71-55	FIRE STATION & GEN OBLIG	213,000	-	-	-	-	-	-	-	-	-	-	-	213,000			
1201	201-1201-512.72-05	OTHER	135,182	-	-	-	-	-	-	-	-	-	-	-	135,182			
1201	201-1201-512.72-06	CAP IMP REV NOTE 2016	26,015	-	-	-	-	-	-	-	-	-	-	-	26,015			
1201	201-1201-512.72-55	FIRE STATION & GEN OBLIG	59,362	-	-	-	-	-	-	-	-	-	-	-	59,362			
	TOTAL	EXPENSE	1,114,348	-	-	-	-	-	-	-	-	-	-	-	1,114,348			
	DIFFERENCE		-	-	-	-	-	-	-	-	-	-	-	-	-			
0000	301-0000-389.90-00	APPROPRIATED RESERVES	-	1,450	-	-	-	-	-	-	-	-	-	-	1,450	PRIOR YEAR BUDGET ROLL-OVER		
	TOTAL	REVENUE	-	1,450	-	-	-	-	-	-	-	-	-	-	1,450			
7201	301-7201-572.62-20	BUILDINGS	-	1,450	-	-	-	-	-	-	-	-	-	-	1,450	PRIOR YEAR BUDGET ROLL-OVER		
	TOTAL	EXPENSE	-	1,450	-	-	-	-	-	-	-	-	-	-	1,450			
	DIFFERENCE		-	-	-	-	-	-	-	-	-	-	-	-	-			
0000	302-0000-389.90-00	APPROPRIATED RESERVES	-	524,262	-	-	-	-	-	-	-	-	-	-	524,262	PRIOR YEAR BUDGET ROLL-OVER		
	TOTAL	REVENUE	-	524,262	-	-	-	-	-	-	-	-	-	-	524,262			
7201	302-7201-572.64-25	FUTURE PROJECTS	-	524,262	-	-	-	-	-	-	-	-	-	-	524,262	PRIOR YEAR BUDGET ROLL-OVER		
	TOTAL	EXPENSE	-	524,262	-	-	-	-	-	-	-	-	-	-	524,262			
	DIFFERENCE		-	-	-	-	-	-	-	-	-	-	-	-	-			
0000	401-0000-343.30-01	WATER FEES	4,954,286	-	-	-	-	-	-	-	-	-	-	-	4,954,286			
0000	401-0000-343.30-02	WATER RECONNECT FEES	23,911	-	-	-	-	-	-	-	-	-	-	-	23,911			
0000	401-0000-343.30-03	WATER METER FEES	186,506	-	-	-	-	-	-	-	-	-	-	-	186,506			
0000	401-0000-343.30-04	CROSS CONNECTION FEES	22,539	-	-	-	-	-	-	-	-	-	-	-	22,539			
0000	401-0000-343.30-05	WATER SERVICE CHARGE	64,175	-	-	-	-	-	-	-	-	-	-	-	64,175			
0000	401-0000-343.30-06	WATER SPRINKLER/ HOSE	19,917	-	-	-	-	-	-	-	-	-	-	-	19,917			
0000	401-0000-343.30-07	WATER REUSE	5,025	-	-	-	-	-	-	-	-	-	-	-	5,025			
0000	401-0000-343.30-08	INSPECTION REVENUE	6,269	-	-	-	-	-	-	-	-	-	-	-	6,269			
0000	401-0000-343.50-01	SEWER FEES	4,111,118	-	-	-	-	-	-	-	-	-	-	-	4,111,118			
0000	401-0000-343.60-01	LATE CHARGES/PENALTY	333,938	-	-	-	-	-	-	-	-	-	-	-	333,938			
0000	401-0000-361.10-02	SBA INTEREST	19,242	-	-	-	-	-	-	-	-	-	-	-	19,242			
0000	401-0000-389.90-01	RETAINED EARNINGS	(19,783)	289,698	-	-	-	23,547	-	(300,000)	-	-	-	-	(6,538)	PRIOR YEAR BUDGET ROLL-OVER	PRIOR YEAR BUDGET ROLL-OVER	PER COUNCIL RETURN UNUSED FUNDS FOR LAND PURCHASE TO RESERVES
	TOTAL	REVENUE	9,727,143	289,698	-	-	23,547	-	-	(300,000)	-	-	-	-	9,740,388			
3301	401-3301-533.12-10	REGULAR SALARIES	298,739	-	-	-	-	-	-	-	-	-	-	-	298,739			
3301	401-3301-533.13-10	OTHER SALARIES & WAGES	2,080	-	-	-	-	-	-	-	-	-	-	-	2,080			
3301	401-3301-533.14-10	OVERTIME	12,809	-	-	-	-	-	-	-	-	-	1,294	-	14,103			FINAL BUDGET AMENDMENT
3301	401-3301-533.21-10	FICA / MED TAXES	22,298	-	-	-	-	-	-	-	-	-	-	-	22,298			
3301	401-3301-533.22-20	FL STATE RETIREMENT	33,209	-	-	-	-	-	-	-	-	-	-	-	33,209			
3301	401-3301-533.23-10	HEALTH INSURANCE	37,912	-	-	-	-	-	-	-	-	-	-	-	37,912			
3301	401-3301-533.23-15	DENTAL INSURANCE	2,027	-	-	-	-	-	-	-	-	-	-	-	2,027			
3301	401-3301-533.23-20	LIFE INSURANCE	1,777	-	-	-	-	-	-	-	-	-	-	-	1,777			
3301	401-3301-533.23-21	SHORT-TERM DISABILITY	1,318	-	-	-	-	-	-	-	-	-	-	-	1,318			
3301	401-3301-533.23-30	DEPENDENT HEALTH INSURANC	38,392	-	-	-	-	-	-	-	-	-	-	-	38,392			
3301	401-3301-533.23-35	DEPENDENT DENTAL INSURANC	2,169	-	-	-	-	-	-	-	-	-	-	-	2,169			
3301	401-3301-533.23-40	LONG TERM DISABILITY	814	-	-	-	-	-	-	-	-	-	-	-	814			
3301	401-3301-533.24-10	WORKERS' COMPENSATION	9,852	-	-	-	-	-	-	-	-	-	-	-	9,852			
3301	401-3301-533.31-15	ENGINEERING	14,000	5,534	-	-	-	(14,534)	-	-	-	-	-	-	5,000	PRIOR YEAR BUDGET ROLL-OVER	TRANSFER	
3301	401-3301-533.31-45	CUP RENEWAL/WELL ANALYSIS	65,000	9,632	-	-	-	-	-	-	(59,999)	-	-	-	14,633	PRIOR YEAR BUDGET ROLL-OVER		FINAL BUDGET AMENDMENT
3301	401-3301-533.31-60	PERMIT & COMPLIANCE FEES	6,500	-	-	-	-	-	-	-	-	-	-	-	6,500			
3301	401-3301-533.32-10	AUDIT SERVICES	26,100	-	-	-	-	-	-	-	-	-	-	-	26,100			
3301	401-3301-533.34-10	CONTRACTUAL SERVICES	107,986	14,055	-	-	14,547	-	(1,929)	-	-	-	-	-	134,659	PRIOR YEAR BUDGET ROLL-OVER	PRIOR YEAR BUDGET ROLL-OVER	
3301	401-3301-533.40-10	TRAVEL & PER DIEM	9,000	-	-	-	-	-	-	-	-	-	-	-	9,000			
3301	401-3301-533.41-10	TELEPHONE	4,111	-	-	-	-	-	-	-	-	500	-	-	4,611			FINAL BUDGET AMENDMENT
3301	401-3301-533.41-20	OTHER COMMUNICATION	9,244	-	-	-	-	-	-	-	-	215	-	-	9,459			FINAL BUDGET AMENDMENT
3301	401-3301-533.41-30	POSTAGE	2,277	-	-	-	-	-	-	-	-	-	-	-	2,277			
3301	401-3301-533.43-10	ELECTRIC, WATER, GAS	193,957	-	-	-	-	-	-	-	-	(41,962)	-	-	151,995			FINAL BUDGET AMENDMENT
3301	401-3301-533.44-10	RENTALS & LEASES	1,000	-	-	-	-	-	-	-	-	-	-	-	1,000			
3301	401-3301-533.45-10	LIABILITY	69,452	-	-	-	-	-	-	-	-	-	9,001	-	78,453			FINAL BUDGET AMENDMENT
3301	401-3301-533.46-10	BUILDINGS	-	-	-	-	-	-	-	11,001	-	-	-	-	11,001		TRANSFER	
3301	401-3301-533.46-15	EQUIPMENT	7,751	-	-	-	-	-	-	(7,751)	-	-	-	-	-		TRANSFER	
3301	401-3301-533.46-25	MISCELLANEOUS	2,500	2,368	-	-	-	-	-	-	-	-	-	-	4,868	PRIOR YEAR BUDGET ROLL-OVER		
3301	401-3301-533.46-30	VEHICLE	6,000	-	-	-	-	-	-	-	-	-	-	-	6,000			
3301	401-3301-533.46-81	PUMP REPAIR	14,100	-	-	-	-	-	-	-	-	-	-	-	14,100			
3301	401-3301-533.46-85	SCADA MAINTENANCE	15,000	1,450	-	3,240	-	-	-	-	-	-	-	-	19,690	TRANSFER		
3301	401-3301-533.47-10	PRINTING & BINDING	200	-	-	-	-	-	-	-	-	-	-	-	200			
3301	401-3301-533.49-32	CREDIT CARD PROCESSING	77,668	-	-	-	-	-	-	-	-	24,257	-	-	101,925			FINAL BUDGET AMENDMENT
3301	401-3301-533.51-10	OFFICE SUPPLIES	1,500	-	-	-	-	-	-	-	-	-	-	-	1,500			
3301	401-3301-533.52-10	OPERATING SUPPLIES	15,500	-	-	-	-	-	(1,500)	-	-	(215)	-	-	13,785		TRANSFER	FINAL BUDGET AMENDMENT
3301	401-3301-533.52-11	DURABLE GOODS	9,660	-	-	-	-	-	(3,805)	-	-	-	-	-	5,855		TRANSFER	
3301	401-3301-533.52-15	FUEL COSTS	22,331	-	-	-	-	-	-	-	-	-	-	-	22,331			

3301	401-3301-533.52-25	UNIFORMS	4,900	-	-	-	-	-	-	-	-	-	4,900			
3301	401-3301-533.52-65	OPERATING CHEMICALS	50,000	-	-	-	-	-	-	-	-	-	50,000			
3301	401-3301-533.52-75	LAB SUPPLIES	6,800	-	-	-	-	-	-	-	-	-	6,800			
3301	401-3301-533.52-80	LAB-OPERATING SUPPLIES	14,400	-	-	-	-	-	-	-	-	-	14,400			
3301	401-3301-533.52-95	SCADA SUPPLIES	11,800	-	-	(3,240)	-	-	-	-	-	-	8,560	TRANSFER		
3301	401-3301-533.54-10	BKS, PUB, SUB, MEM, LIB	1,000	-	-	-	-	-	-	-	-	-	1,000			
3301	401-3301-533.59-15	TRANSFER TO G/F	367,383	-	-	-	-	-	-	-	-	-	367,383			
3301	401-3301-533.59-20	REIMBURSEMENT TO G/F	461,769	-	-	-	-	-	-	-	-	-	461,769			
3301	401-3301-533.59-70	TRANSFER TO SRF LOAN DEBT	830,414	-	-	-	-	-	-	-	8,333	-	838,747		FINAL BUDGET AMENDMENT	
3301	401-3301-533.59-78	TRANSFER TO W/WW RRI FUND	150,000	-	-	-	-	-	-	-	-	-	150,000			
3301	401-3301-533.59-79	TRANSFER TO PROJECT FUND	7,276	-	-	-	-	-	-	-	-	-	7,276			
3301	401-3301-533.61-10	LAND	150,000	-	-	-	-	-	(150,000)	-	525	-	525			PER COUNCIL RETURN UNUSED FUNDS FOR LAND PURCHASE TO RESERVES
3301	401-3301-533.62-20	BUILDINGS	5,000	-	-	-	-	-	-	-	-	-	5,000			
3301	401-3301-533.64-10	EQUIP - REPLACEMENT	-	-	-	-	-	9,380	-	-	-	-	9,380	TRANSFER		
3301	401-3301-533.64-13	EQUIP - COMP REPLACEMENT	1,100	-	-	-	-	-	-	-	-	-	1,100			
3301	401-3301-533.64-23	SOFTWARE	5,150	-	-	-	-	-	-	-	-	-	5,150			
3301	401-3301-533.64-25	FUTURE PROJECTS	-	34,934	-	-	-	-	-	-	-	-	34,934	PRIOR YEAR BUDGET ROLL-OVER		
3301	401-3301-533.71-30	REV BOND 2000 SPLIT 40-60	165,500	-	-	-	-	-	-	-	-	-	165,500			
3301	401-3301-533.72-30	REV BOND 2000 SPLIT 40-60	61,576	-	-	-	-	-	-	-	-	-	61,576			
3302	401-3302-533.12-10	REGULAR SALARIES	360,678	-	-	-	-	-	-	-	-	-	360,678			
3302	401-3302-533.14-10	OVERTIME	12,689	-	-	-	-	-	-	-	15,858	-	28,547		FINAL BUDGET AMENDMENT	
3302	401-3302-533.21-10	FICA / MED TAXES	26,520	-	-	-	-	-	-	-	-	-	26,520			
3302	401-3302-533.22-20	FL STATE RETIREMENT	31,658	-	-	-	-	-	-	-	-	-	31,658			
3302	401-3302-533.23-10	HEALTH INSURANCE	52,655	-	-	-	-	-	-	-	2,222	-	54,877		FINAL BUDGET AMENDMENT	
3302	401-3302-533.23-15	DENTAL INSURANCE	2,815	-	-	-	-	-	-	-	125	-	2,940		FINAL BUDGET AMENDMENT	
3302	401-3302-533.23-20	LIFE INSURANCE	2,060	-	-	-	-	-	-	-	-	-	2,060			
3302	401-3302-533.23-21	SHORT-TERM DISABILITY	1,542	-	-	-	-	-	-	-	-	-	1,542			
3302	401-3302-533.23-30	DEPENDENT HEALTH INSURANC	50,813	-	-	-	-	-	-	-	-	-	50,813			
3302	401-3302-533.23-35	DEPENDENT DENTAL INSURANC	3,473	-	-	-	-	-	-	-	-	-	3,473			
3302	401-3302-533.23-40	LONG TERM DISABILITY	942	-	-	-	-	-	-	-	-	-	942			
3302	401-3302-533.24-10	WORKERS' COMPENSATION	15,185	-	-	-	-	-	-	-	-	-	15,185			
3302	401-3302-533.31-15	ENGINEERING	10,000	10,000	-	-	-	-	23,248	-	33,248	-	76,496	PRIOR YEAR BUDGET ROLL-OVER	TRANSFER	FINAL BUDGET AMENDMENT
3302	401-3302-533.34-10	CONTRACTUAL SERVICES	69,362	-	-	-	-	(14,635)	-	-	-	-	54,727	TRANSFER		
3302	401-3302-533.40-10	TRAVEL & PER DIEM	8,000	-	-	-	-	-	-	-	-	-	8,000			
3302	401-3302-533.41-10	TELEPHONE	4,090	-	-	-	-	-	-	-	-	-	4,090			
3302	401-3302-533.41-20	OTHER COMMUNICATION	154	-	-	-	-	3,778	-	-	-	-	3,932	TRANSFER		
3302	401-3302-533.41-30	POSTAGE	1,500	-	-	-	-	-	-	-	-	-	1,500			
3302	401-3302-533.44-10	RENTALS & LEASES	2,000	-	-	-	-	-	-	-	-	-	2,000			
3302	401-3302-533.45-10	LIABILITY	17,293	-	-	-	-	-	-	-	-	-	17,293			
3302	401-3302-533.46-10	BUILDING	3,000	-	-	-	-	(3,000)	-	-	-	-	-	TRANSFER		
3302	401-3302-533.46-15	EQUIPMENT	1,500	-	-	-	-	-	-	-	-	-	1,500			
3302	401-3302-533.46-25	MISCELLANEOUS	6,500	-	-	-	-	-	-	-	-	-	6,500			
3302	401-3302-533.46-30	VEHICLE	11,000	-	-	-	-	(1,096)	-	-	-	-	9,904	TRANSFER		
3302	401-3302-533.46-50	DISTRIBUTION	8,000	-	-	-	-	-	-	-	-	-	8,000			
3302	401-3302-533.47-10	PRINTING & BINDING	500	-	-	-	-	-	-	-	-	-	500			
3302	401-3302-533.49-10	ADVERTISING	200	-	-	-	-	-	-	-	-	-	200			
3302	401-3302-533.51-10	OFFICE SUPPLIES	1,100	-	-	-	-	-	-	-	-	-	1,100			
3302	401-3302-533.52-10	OPERATING SUPPLIES	11,550	-	-	-	-	(2,396)	-	-	-	-	9,154	TRANSFER		
3302	401-3302-533.52-11	DURABLE GOODS	13,000	-	-	-	-	-	-	-	13,000	-	26,000		FINAL BUDGET AMENDMENT	
3302	401-3302-533.52-15	FUEL COSTS	11,439	-	-	-	-	-	-	-	4,738	-	16,177		FINAL BUDGET AMENDMENT	
3302	401-3302-533.52-16	INVENTORY PURCHASES	175,000	-	-	-	-	-	-	-	-	-	175,000			
3302	401-3302-533.52-25	UNIFORMS	7,250	-	-	-	-	-	-	-	-	-	7,250			
3302	401-3302-533.54-10	BKS, PUB, SUB, MEM, LIB	1,338	-	-	-	-	-	-	-	-	-	1,338			
3302	401-3302-533.64-11	EQUIP-VEHICLE REPLACEMENT	40,000	-	-	-	-	-	1,096	-	-	-	41,096	TRANSFER		
3302	401-3302-533.64-14	EQUIP - NEW COMPUTERS	-	-	-	-	-	2,143	-	-	-	-	2,143	TRANSFER		
3302	401-3302-533.64-15	EQUIP - NEW	13,000	-	-	-	-	-	-	-	(13,000)	-	-			FINAL BUDGET AMENDMENT
3302	401-3302-533.64-23	SOFTWARE	10,150	5,078	-	-	-	-	-	-	-	-	15,228	PRIOR YEAR BUDGET ROLL-OVER		
3302	401-3302-533.64-25	FUTURE PROJECTS	50,000	-	-	-	-	-	-	-	758	-	50,758		FINAL BUDGET AMENDMENT	
3501	401-3501-535.12-10	REGULAR SALARIES	264,517	-	-	-	-	-	-	-	-	-	264,517			
3501	401-3501-535.14-10	OVERTIME	8,774	-	-	-	-	-	-	-	14,181	-	22,955		FINAL BUDGET AMENDMENT	
3501	401-3501-535.21-10	FICA / MED TAXES	18,906	-	-	-	-	-	-	-	576	-	19,482		FINAL BUDGET AMENDMENT	
3501	401-3501-535.22-20	FL STATE RETIREMENT	29,965	-	-	-	-	-	-	-	-	-	29,965			
3501	401-3501-535.23-10	HEALTH INSURANCE	34,402	-	-	-	-	-	-	-	-	-	34,402			
3501	401-3501-535.23-15	DENTAL INSURANCE	1,839	-	-	-	-	-	-	-	-	-	1,839			
3501	401-3501-535.23-20	LIFE INSURANCE	1,546	-	-	-	-	-	-	-	-	-	1,546			
3501	401-3501-535.23-21	SHORT-TERM DISABILITY	1,143	-	-	-	-	-	-	-	-	-	1,143			
3501	401-3501-535.23-30	DEPENDENT HEALTH INSURANC	32,746	-	-	-	-	-	-	-	420	-	33,166		FINAL BUDGET AMENDMENT	
3501	401-3501-535.23-35	DEPENDENT DENTAL INSURANC	1,783	-	-	-	-	-	-	-	886	-	2,669		FINAL BUDGET AMENDMENT	
3501	401-3501-535.23-40	LONG TERM DISABILITY	708	-	-	-	-	-	-	-	-	-	708			
3501	401-3501-535.24-10	WORKERS' COMPENSATION	7,025	-	-	-	-	-	-	-	106	-	7,131		FINAL BUDGET AMENDMENT	
3501	401-3501-535.31-15	ENGINEERING	18,652	786	-	-	-	(3,000)	-	-	-	-	16,438	PRIOR YEAR BUDGET ROLL-OVER	TRANSFER	
3501	401-3501-535.32-10	AUDIT SERVICES	24,300	-	-	-	-	-	-	-	-	-	24,300			
3501	401-3501-535.34-10	CONTRACTUAL SERVICES	151,427	30,229	-	-	9,000	-	(2,500)	-	(51,018)	-	137,138	PRIOR YEAR BUDGET ROLL-OVER	PRIOR YEAR BUDGET ROLL-OVER	FINAL BUDGET AMENDMENT
3501	401-3501-535.40-10	TRAVEL & PER DIEM	10,970	-	-	-	-	-	3,000	-	-	-	13,970		TRANSFER	
3501	401-3501-535.41-10	TELEPHONE	3,843	-	-	-	-	-	-	-	-	-	3,843			
3501	401-3501-535.41-20	OTHER COMMUNICATION	671	-	-	-	-	-	600	-	-	-	1,271		TRANSFER	
3501	401-3501-535.41-30	POSTAGE	400	-	-	-	-	-	-	-	-	-	400			
3501	401-3501-535.43-10	ELECTRIC, WATER, GAS	453,972	-	-	-	-	-	-	-	-	-	453,972			
3501	401-3501-535.44-10	RENTALS & LEASES	3,400	-	3,000	-	-	-	-	-	-	-	6,400	TRANSFER		
3501	401-3501-535.45-10	LIABILITY	59,494	-	-	-	-	-	-	-	9,281	-	68,775		FINAL BUDGET AMENDMENT	
3501	401-3501-535.46-10	BUILDING	5,000	-	-	-	-	-	-	-	-	-	5,000			
3501	401-3501-535.46-15	EQUIPMENT	14,000	-	-	-	-	-	-	-	3,100	-	17,100		FINAL BUDGET AMENDMENT	
3501	401-3501-535.46-17	INSURANCE RECOVERY	-	16,198	-	-	-	-	-	-	-	-	16,198	PRIOR YEAR BUDGET ROLL-OVER		
3501	401-3501-535.46-25	MISCELLANEOUS	6,000	-	-	(1,500)	-	-	(500)	-	-	-	4,000	TRANSFER	TRANSFER	

3501	401-3501-535.46-30	VEHICLE	4,000	-	-	-	-	-	-	-	-	614	4,614			FINAL BUDGET AMENDMENT
3501	401-3501-535.46-85	SCADA MAINTENANCE	28,000	1,792	-	-	-	-	-	(600)	-	-	29,192	PRIOR YEAR BUDGET ROLL-OVER	TRANSFER	
3501	401-3501-535.47-10	PRINTING & BINDING	400	-	-	-	-	-	-	-	-	-	400			
3501	401-3501-535.49-10	ADVERTISING	1,000	-	-	-	-	-	-	-	-	-	1,000			
3501	401-3501-535.51-10	OFFICE SUPPLIES	1,000	-	-	-	-	-	-	-	-	-	1,000			
3501	401-3501-535.52-10	OPERATING SUPPLIES	11,440	40	-	-	-	-	-	3,000	-	-	14,480	PRIOR YEAR BUDGET ROLL-OVER	TRANSFER	
3501	401-3501-535.52-11	DURABLE GOODS	25,000	-	-	-	-	-	-	-	-	(3,100)	21,900			FINAL BUDGET AMENDMENT
3501	401-3501-535.52-15	FUEL COSTS	20,118	-	-	-	-	-	-	-	-	-	20,118			
3501	401-3501-535.52-25	UNIFORMS	-	-	-	1,000	-	-	-	-	-	162	3,912	TRANSFER		FINAL BUDGET AMENDMENT
3501	401-3501-535.52-65	OPERATING CHEMICALS	98,000	-	-	(3,000)	-	-	-	-	-	-	95,000	TRANSFER		
3501	401-3501-535.52-95	SCADA SUPPLIES	3,325	-	-	(1,000)	-	-	-	-	-	-	2,325	TRANSFER		
3501	401-3501-535.54-10	BKS, PUB, SUB, MEM, LIB	1,800	-	-	-	-	-	-	-	-	-	1,800			
3501	401-3501-535.59-15	TRANSFER TO G/F	367,383	-	-	-	-	-	-	-	-	-	367,383			
3501	401-3501-535.59-20	REIMBURSEMENT TO G/F	459,769	-	-	-	-	-	-	-	-	-	459,769			
3501	401-3501-535.59-70	TRANSFER TO SRF LOAN DEBT	724,275	-	-	-	-	-	-	-	-	-	724,275			
3501	401-3501-535.59-78	TRANSFER TO W/WW RRI FUND	150,000	-	-	-	-	-	-	-	-	-	150,000			FINAL BUDGET AMENDMENT
3501	401-3501-535.59-79	TRANSFER TO PROJECT FUND	7,276	-	-	-	-	-	-	-	-	-	7,276			
3501	401-3501-535.61-10	LAND	150,000	-	-	-	-	-	-	-	(150,000)	-	-			PER COUNCIL RETURN UNUSED FUNDS FOR LAND PURCHASE TO RESERVES
3501	401-3501-535.62-20	BUILDINGS	10,000	-	-	-	-	-	-	-	-	-	10,000			
3501	401-3501-535.64-11	EQUIP-VEHICLE REPLACEMENT	30,000	54,818	-	-	-	-	-	-	-	-	84,818	PRIOR YEAR BUDGET ROLL-OVER		
3501	401-3501-535.64-13	EQUIP - COMP REPLACEMENT	1,100	-	-	-	-	-	-	-	-	-	1,100			
3501	401-3501-535.64-23	SOFTWARE	10,150	-	-	-	-	-	-	-	-	-	10,150			
3501	401-3501-535.64-25	FUTURE PROJECTS	-	8,857	-	-	-	-	-	-	-	-	8,857	PRIOR YEAR BUDGET ROLL-OVER		
3501	401-3501-535.64-51	HURRICANE INSURANCE	-	19,450	-	-	-	-	-	-	-	-	19,450	PRIOR YEAR BUDGET ROLL-OVER		
3501	401-3501-535.71-30	REV BOND 2000 SPLIT 40-60	214,500	-	-	-	-	-	-	-	-	-	214,500			
3501	401-3501-535.72-30	REV BOND 2000 SPLIT 40-60	79,786	-	-	-	-	-	-	-	-	-	79,786			
3502	401-3502-535.31-15	ENGINEERING	5,000	6,304	-	-	-	-	-	-	-	-	11,304	PRIOR YEAR BUDGET ROLL-OVER		
3502	401-3502-535.34-10	CONTRACTUAL SERVICES	26,325	-	-	-	-	-	-	1,000	-	-	27,325		TRANSFER	
3502	401-3502-535.44-10	RENTALS & LEASES	1,870	32	-	-	-	-	-	-	-	-	1,902	PRIOR YEAR BUDGET ROLL-OVER		
3502	401-3502-535.46-10	BUILDING	5,000	-	-	-	-	-	-	-	-	-	5,000			
3502	401-3502-535.46-15	EQUIPMENT	7,900	-	-	-	-	-	-	(1,000)	-	-	6,900		TRANSFER	
3502	401-3502-535.47-10	PRINTING & BINDING	300	-	-	-	-	-	-	-	-	-	300			
3502	401-3502-535.51-10	OFFICE SUPPLIES	1,000	-	-	-	-	-	-	-	-	-	1,000			
3502	401-3502-535.52-10	OPERATING SUPPLIES	8,845	-	-	-	-	-	-	-	-	-	8,845			
3502	401-3502-535.52-11	DURABLE GOODS	3,000	-	-	-	-	-	-	-	-	-	3,000			
3502	401-3502-535.52-22	REUSE METERS	12,850	-	-	-	-	-	-	-	-	(1,000)	11,850			FINAL BUDGET AMENDMENT
3502	401-3502-535.52-95	SCADA SUPPLIES	3,000	-	-	-	-	-	-	(2,000)	-	-	1,000		TRANSFER	
3502	401-3502-535.62-20	-	-	6,347	-	-	-	-	-	2,000	-	-	8,347	PRIOR YEAR BUDGET ROLL-OVER	TRANSFER	
3502	401-3502-535.64-10	EQUIP - REPLACEMENT	5,500	-	-	-	-	-	-	-	-	1,000	6,500			FINAL BUDGET AMENDMENT
3503	401-3503-535.12-10	REGULAR SALARIES	175,067	-	-	-	-	-	-	-	-	2,282	177,349			FINAL BUDGET AMENDMENT
3503	401-3503-535.14-10	OVERTIME	13,104	-	-	-	-	-	-	-	-	-	13,104			
3503	401-3503-535.21-10	FICA / MED TAXES	13,535	-	-	-	-	-	-	-	-	-	13,535			
3503	401-3503-535.22-20	FL STATE RETIREMENT	15,955	-	-	-	-	-	-	-	-	-	15,955			
3503	401-3503-535.23-10	HEALTH INSURANCE	21,062	-	-	-	-	-	-	-	-	-	21,062			
3503	401-3503-535.23-15	DENTAL INSURANCE	1,126	-	-	-	-	-	-	-	-	-	1,126			
3503	401-3503-535.23-20	LIFE INSURANCE	1,053	-	-	-	-	-	-	-	-	-	1,053			
3503	401-3503-535.23-21	SHORT-TERM DISABILITY	790	-	-	-	-	-	-	-	-	-	790			
3503	401-3503-535.23-30	DEPENDENT HEALTH INSURANC	22,584	-	-	-	-	-	-	-	-	-	22,584			
3503	401-3503-535.23-35	DEPENDENT DENTAL INSURANC	1,543	-	-	-	-	-	-	-	-	-	1,543			
3503	401-3503-535.23-40	LONG TERM DISABILITY	482	-	-	-	-	-	-	-	-	-	482			
3503	401-3503-535.24-10	WORKERS' COMPENSATION	6,322	-	-	-	-	-	-	-	-	-	6,322			
3503	401-3503-535.34-10	CONTRACTUAL SERVICES	17,150	-	-	6,499	-	-	-	-	-	-	23,649	TRANSFER		
3503	401-3503-535.40-10	TRAVEL & PER DIEM	7,749	-	-	-	-	-	-	(100)	-	-	7,649		TRANSFER	
3503	401-3503-535.41-10	TELEPHONE	2,262	-	-	-	-	-	-	-	-	-	2,262			
3503	401-3503-535.41-20	OTHER COMMUNICATION	706	-	-	-	-	-	-	-	-	593	1,299			FINAL BUDGET AMENDMENT
3503	401-3503-535.41-30	POSTAGE	800	-	-	-	-	-	-	-	-	-	800			
3503	401-3503-535.45-10	LIABILITY	6,669	-	-	-	-	-	-	-	-	-	6,669			
3503	401-3503-535.46-15	EQUIPMENT	4,100	-	-	-	-	-	-	-	-	-	4,100			
3503	401-3503-535.46-25	MISCELLANEOUS	1,000	-	-	-	-	-	-	-	-	-	1,000			
3503	401-3503-535.51-10	OFFICE SUPPLIES	1,600	-	-	-	-	-	-	-	-	-	1,600			
3503	401-3503-535.52-10	OPERATING SUPPLIES	3,350	-	-	-	-	-	-	-	-	-	3,350			
3503	401-3503-535.52-11	DURABLE GOODS	4,851	-	-	-	-	-	-	-	-	(2,100)	2,751			FINAL BUDGET AMENDMENT
3503	401-3503-535.52-24	SPLASH PARK SUPPLIES	11,500	-	-	-	-	-	-	-	-	-	11,500			
3503	401-3503-535.52-25	UNIFORMS	1,450	-	-	-	-	-	-	-	-	-	1,450			
3503	401-3503-535.52-75	LAB SUPPLIES	30,678	-	-	-	-	-	-	-	-	-	30,678			
3503	401-3503-535.52-80	LAB-OPERATING SUPPLIES	13,800	-	-	-	-	-	-	-	-	-	13,800			
3503	401-3503-535.54-10	BKS, PUB, SUB, MEM, LIB	680	-	-	-	-	-	-	100	-	-	780		TRANSFER	
3503	401-3503-535.64-10	EQUIP - REPLACEMENT	10,900	-	-	-	-	-	-	-	-	2,100	13,000			FINAL BUDGET AMENDMENT
3504	401-3504-535.12-10	REGULAR SALARIES	418,800	-	-	-	-	-	-	-	-	-	418,800			
3504	401-3504-535.14-10	OVERTIME	16,380	-	-	-	-	-	-	-	-	2,217	18,597			FINAL BUDGET AMENDMENT
3504	401-3504-535.21-10	FICA / MED TAXES	30,537	-	-	-	-	-	-	-	-	-	30,537			
3504	401-3504-535.22-20	FL STATE RETIREMENT	36,899	-	-	-	-	-	-	-	-	-	36,899			
3504	401-3504-535.23-10	HEALTH INSURANCE	49,145	-	-	-	-	-	-	-	-	4,846	53,991			FINAL BUDGET AMENDMENT
3504	401-3504-535.23-15	DENTAL INSURANCE	3,003	-	-	-	-	-	-	-	-	-	3,003			
3504	401-3504-535.23-20	LIFE INSURANCE	2,408	-	-	-	-	-	-	-	-	-	2,408			
3504	401-3504-535.23-21	SHORT-TERM DISABILITY	1,809	-	-	-	-	-	-	-	-	-	1,809			
3504	401-3504-535.23-30	DEPENDENT HEALTH INSURANC	56,459	-	-	-	-	-	-	-	-	-	56,459			
3504	401-3504-535.23-35	DEPENDENT DENTAL INSURANC	4,493	-	-	-	-	-	-	-	-	-	4,493			
3504	401-3504-535.23-40	LONG TERM DISABILITY	1,105	-	-	-	-	-	-	-	-	-	1,105			
3504	401-3504-535.24-10	WORKERS' COMPENSATION	14,622	-	-	-	-	-	-	-	-	-	14,622			
3504	401-3504-535.31-15	ENGINEERING	25,000	-	-	-	-	-	-	-	-	(14,997)	10,003			FINAL BUDGET AMENDMENT
3504	401-3504-535.34-10	CONTRACTUAL SERVICES	88,690	12,400	-	-	-	-	-	(2,143)	-	-	92,948	PRIOR YEAR BUDGET ROLL-OVER	TRANSFER	
3504	401-3504-535.40-10	TRAVEL & PER DIEM	11,000	-	-	-	-	-	-	-	-	-	11,000			FINAL BUDGET AMENDMENT

3504	401-3504-535.41-10	TELEPHONE		6,897	-	-	-	-	-	-	-	-	-	-	-	6,897			
3504	401-3504-535.41-20	OTHER COMMUNICATION		335	-	-	-	-	-	-	-	-	-	-	-	935		TRANSFER	
3504	401-3504-535.41-30	POSTAGE		350	-	-	-	-	-	-	-	-	-	-	-	350			
3504	401-3504-535.43-10	ELECTRIC, WATER, GAS		1,730	-	-	-	-	-	-	-	-	-	-	6,810	8,540			FINAL BUDGET AMENDMENT
3504	401-3504-535.44-10	RENTALS & LEASES		3,000	-	-	-	-	-	-	-	-	-	-	-	3,000			
3504	401-3504-535.45-10	LIABILITY		20,503	-	-	-	-	-	-	-	-	-	-	-	20,503			
3504	401-3504-535.46-10	BUILDING		2,500	-	-	-	-	-	-	-	-	-	-	-	2,500			
3504	401-3504-535.46-15	EQUIPMENT		15,900	-	-	-	-	-	-	-	-	-	-	-	15,900			
3504	401-3504-535.46-17	INSURANCE RECOVERY		-	4,750	-	-	-	-	-	-	-	-	-	-	4,750	PRIOR YEAR BUDGET ROLL-OVER		
3504	401-3504-535.46-25	MISCELLANEOUS		2,000	-	-	-	-	-	-	-	-	-	-	-	2,000			
3504	401-3504-535.46-30	VEHICLE		20,000	-	-	-	-	-	-	-	-	-	-	-	20,000			
3504	401-3504-535.46-80	LIFT STATION REPAIR		54,572	14,256	-	-	-	-	-	-	-	-	-	5,999	74,827	PRIOR YEAR BUDGET ROLL-OVER		FINAL BUDGET AMENDMENT
3504	401-3504-535.46-81	PUMP REPAIR		48,000	-	-	-	-	-	-	-	-	-	-	-	48,000			
3504	401-3504-535.46-82	COLLECTION LINE REPAIRS		15,000	13,671	-	-	-	-	-	-	-	-	-	659	29,330	PRIOR YEAR BUDGET ROLL-OVER		FINAL BUDGET AMENDMENT
3504	401-3504-535.46-85	SCADA MAINTENANCE		45,500	-	-	-	-	-	-	-	-	-	-	-	44,900		TRANSFER	
3504	401-3504-535.47-10	PRINTING & BINDING		300	-	-	-	-	-	-	(600)	-	-	-	-	300			
3504	401-3504-535.49-10	ADVERTISING		3,600	-	-	-	-	-	-	(3,600)	-	-	-	-	-		TRANSFER	
3504	401-3504-535.51-10	OFFICE SUPPLIES		1,000	-	-	-	-	-	-	-	-	-	-	-	1,000			
3504	401-3504-535.52-10	OPERATING SUPPLIES		35,192	-	-	-	-	-	-	-	-	-	-	(460)	34,732		TRANSFER	
3504	401-3504-535.52-11	DURABLE GOODS		3,350	-	-	-	-	-	-	-	-	-	-	3,600	6,950		TRANSFER	
3504	401-3504-535.52-15	FUEL COSTS		27,914	-	-	-	-	-	-	-	-	-	-	-	27,914			
3504	401-3504-535.52-24	SPLASH PARK SUPPLIES		16,000	-	-	-	-	-	-	-	-	-	-	-	16,000			
3504	401-3504-535.52-25	UNIFORMS		3,630	-	-	-	-	-	-	460	-	-	-	-	153	4,243	TRANSFER	FINAL BUDGET AMENDMENT
3504	401-3504-535.52-95	SCADA SUPPLIES		10,000	-	(4,999)	-	-	-	-	-	-	-	-	-	5,001	TRANSFER		
3504	401-3504-535.54-10	BKS, PUB, SUB, MEM, LIB		1,000	-	-	-	-	-	-	-	-	-	-	-	1,000			
3504	401-3504-535.64-10	EQUIP - REPLACEMENT		14,000	-	-	-	-	-	-	-	-	-	-	-	14,000			
3504	401-3504-535.64-13	EQUIP - COMP REPLACEMENT		1,100	-	-	-	-	-	-	-	-	-	-	-	1,100			
3504	401-3504-535.64-14	EQUIP - NEW COMPUTERS		-	-	-	-	-	-	-	-	-	-	-	-	2,143		TRANSFER	
3504	401-3504-535.64-15	EQUIP - NEW		-	-	-	-	-	-	-	-	-	-	-	2,143	14,997		TRANSFER	

4304	405-4304-543.41-30	POSTAGE	300	-	-	-	-	-	-	-	-	-	-	300			
4304	405-4304-543.43-10	ELECTRIC, WATER, GAS	42,157	-	-	-	-	-	-	-	-	-	(3,995)	38,162			FINAL BUDGET AMENDMENT
4304	405-4304-543.45-10	LIABILITY	23,807	-	-	-	-	-	-	-	-	-	4,305	28,112			FINAL BUDGET AMENDMENT
4304	405-4304-543.46-10	BUILDING	6,500	-	-	-	-	-	-	-	-	-	(3,854)	2,646			FINAL BUDGET AMENDMENT
4304	405-4304-543.46-11	DOCKS	5,000	-	-	-	-	-	-	-	-	-	(2,104)	2,896			FINAL BUDGET AMENDMENT
4304	405-4304-543.46-16	FUELING SYSTEM	6,800	-	-	-	-	-	-	-	-	-	(4,603)	2,197			FINAL BUDGET AMENDMENT
4304	405-4304-543.46-25	MISCELLANEOUS	1,500	-	-	-	-	-	-	-	-	-	-	1,500			
4304	405-4304-543.46-45	EXTERMINATING	250	-	-	-	-	-	-	-	-	-	-	250			
4304	405-4304-543.46-17	INSURANCE RECOVERY	-	-	-	-	-	-	-	-	145,723	-	7,837	153,560			FINAL BUDGET AMENDMENT
4304	405-4304-543.47-10	PRINTING & BINDING	300	-	-	-	-	-	-	-	-	-	-	300			
4304	405-4304-543.49-01	OVER/SHORT REC FUEL	-	-	-	-	-	-	-	-	-	-	108	108			FINAL BUDGET AMENDMENT
4304	405-4304-543.49-10	ADVERTISING	8,500	-	-	-	-	-	-	-	-	-	-	8,500			
4304	405-4304-543.49-32	CREDIT CARD PROCESSING	6,628	-	-	-	-	-	-	-	-	-	-	6,628			
4304	405-4304-543.51-10	OFFICE SUPPLIES	1,000	-	-	-	-	-	-	-	-	-	-	1,000			
4304	405-4304-543.52-10	OPERATING SUPPLIES	4,400	-	-	-	-	-	-	1,230	-	-	-	5,630		TRANSFER	
4304	405-4304-543.52-11	DURABLE GOODS	2,800	3,332	-	-	-	-	-	-	-	-	(3,682)	2,450	PRIOR YEAR BUDGET ROLL-OVER		FINAL BUDGET AMENDMENT
4304	405-4304-543.52-15	FUEL COSTS	600	-	-	-	-	-	-	-	-	-	-	600			
4304	405-4304-543.52-22	COST OF GOODS SOLD	-	-	-	-	-	-	-	-	-	-	7,656	7,656			FINAL BUDGET AMENDMENT
4304	405-4304-543.52-16	INVENTORY PURCHASES	30,000	-	-	-	-	-	-	(1,230)	-	-	(29,437)	(667)		TRANSFER	FINAL BUDGET AMENDMENT
4304	405-4304-543.52-25	UNIFORMS	3,000	-	-	-	-	-	-	-	-	-	-	3,000			
4304	405-4304-543.52-31	RECREATNL FUEL INVENTORY	44,305	-	-	-	-	-	-	(25,000)	-	-	7,022	26,327		TRANSFER	FINAL BUDGET AMENDMENT
4304	405-4304-543.52-32	AVIATION FUEL INVENTORY	33,229	-	-	-	-	-	-	25,000	-	-	41,355	99,584		TRANSFER	FINAL BUDGET AMENDMENT
4304	405-4304-543.52-50	TRAINING	850	-	-	-	-	-	-	-	-	-	-	850			
4304	405-4304-543.54-10	BKS, PUB, SUB, MEM, LIB	1,465	-	-	-	-	-	-	-	-	-	-	1,465			
4304	405-4304-543.62-20	BUILDINGS	-	-	-	-	-	-	-	-	-	-	8,068	8,068			FINAL BUDGET AMENDMENT
7301	405-7301-572.12-10	REGULAR SALARIES	43,209	-	-	-	-	-	-	-	-	-	(8,720)	34,489			FINAL BUDGET AMENDMENT
7301	405-7301-572.14-10	OVERTIME	-	-	-	-	-	-	-	-	-	-	1,350	1,350			FINAL BUDGET AMENDMENT
7301	405-7301-572.21-10	FICA / MED TAXES	3,280	-	-	-	-	-	-	-	-	-	-	3,280			
7301	405-7301-572.22-20	FL STATE RETIREMENT	724	-	-	-	-	-	-	-	-	-	75	799			FINAL BUDGET AMENDMENT
7301	405-7301-572.23-10	HEALTH INSURANCE	1,404	-	-	-	-	-	-	-	-	-	-	1,404			
7301	405-7301-572.23-15	DENTAL INSURANCE	75	-	-	-	-	-	-	-	-	-	-	75			
7301	405-7301-572.23-20	LIFE INSURANCE	39	-	-	-	-	-	-	-	-	-	5	44			FINAL BUDGET AMENDMENT
7301	405-7301-572.23-21	SHORT-TERM DISABILITY	29	-	-	-	-	-	-	-	-	-	5	34			FINAL BUDGET AMENDMENT
7301	405-7301-572.23-30	DEPENDENT HEALTH INSURANC	1,129	-	-	-	-	-	-	-	-	-	-	1,129			
7301	405-7301-572.23-35	DEPENDENT DENTAL INSURANC	77	-	-	-	-	-	-	-	-	-	-	77			
7301	405-7301-572.23-40	LONG TERM DISABILITY	18	-	-	-	-	-	-	-	-	-	2	20			FINAL BUDGET AMENDMENT
7301	405-7301-572.24-10	WORKERS' COMPENSATION	1,894	-	-	-	-	-	-	-	-	-	-	1,894			
7301	405-7301-572.43-10	ELECTRIC, WATER, GAS	18,533	-	-	-	-	-	-	-	-	-	-	18,533			
7301	405-7301-572.45-10	LIABILITY	1,911	-	-	-	-	-	-	-	-	-	-	1,911			
7301	405-7301-572.46-25	MISCELLANEOUS	2,500	-	-	-	-	-	-	-	-	-	-	2,500			
7301	405-7301-572.49-03	CASH OVER/SHORT	-	-	-	-	-	-	-	-	-	-	241	241			FINAL BUDGET AMENDMENT
7301	405-7301-572.52-10	OPERATING SUPPLIES	1,500	-	-	-	-	-	-	-	-	-	-	1,500			
7301	405-7301-572.52-25	UNIFORMS	860	-	-	-	-	-	-	-	-	-	-	860			
7401	405-7401-572.12-10	REGULAR SALARIES	47,220	-	-	-	-	-	-	-	-	-	(5,720)	41,500			FINAL BUDGET AMENDMENT
7401	405-7401-572.14-10	OVERTIME	546	-	-	-	-	-	-	-	-	-	2,149	2,695			FINAL BUDGET AMENDMENT
7401	405-7401-572.21-10	FICA / MED TAXES	3,630	-	-	-	-	-	-	-	-	-	-	3,630			
7401	405-7401-572.22-20	FL STATE RETIREMENT	4,050	-	-	-	-	-	-	-	-	-	-	4,050			
7401	405-7401-572.23-10	HEALTH INSURANCE	7,021	-	-	-	-	-	-	-	-	-	-	7,021			
7401	405-7401-572.23-15	DENTAL INSURANCE	375	-	-	-	-	-	-	-	-	-	-	375			
7401	405-7401-572.23-20	LIFE INSURANCE	185	-	-	-	-	-	-	-	-	-	-	185			
7401	405-7401-572.23-21	SHORT-TERM DISABILITY	141	-	-	-	-	-	-	-	-	-	-	141			
7401	405-7401-572.23-30	DEPENDENT HEALTH INSURANC	11,292	-	-	-	-	-	-	-	-	-	(8,969)	2,323			FINAL BUDGET AMENDMENT
7401	405-7401-572.23-35	DEPENDENT DENTAL INSURANC	772	-	-	-	-	-	-	-	-	-	-	772			
7401	405-7401-572.23-40	LONG TERM DISABILITY	86	-	-	-	-	-	-	-	-	-	-	86			
7401	405-7401-572.24-10	WORKERS' COMPENSATION	2,059	-	-	-	-	-	-	-	-	-	216	2,275			FINAL BUDGET AMENDMENT
7401	405-7401-572.34-10	CONTRACTUAL SERVICES	57,720	11,000	-	-	-	-	-	-	-	-	8,282	77,002	PRIOR YEAR BUDGET ROLL-OVER		FINAL BUDGET AMENDMENT
7401	405-7401-572.45-10	LIABILITY	1,911	-	-	-	-	-	-	-	-	-	-	1,911			
7401	405-7401-572.46-17	INSURANCE RECOVERY	-	-	-	-	-	180	-	-	-	-	-	180		INSURANCE REIMBURSEMENT	
7401	405-7401-572.46-25	MISCELLANEOUS	1,800	-	-	-	-	-	-	-	-	-	-	1,800			
7401	405-7401-572.46-30	VEHICLE	750	-	-	-	-	-	-	-	-	-	-	750			
7401	405-7401-572.46-71	FACILITIES	5,200	-	-	-	-	-	-	-	-	-	-	5,200			
7401	405-7401-572.52-10	OPERATING SUPPLIES	16,388	3	-	-	-	-	-	-	-	-	-	16,391	PRIOR YEAR BUDGET ROLL-OVER		
7401	405-7401-572.52-25	UNIFORMS	1,000	-	-	-	-	-	-	-	-	-	-	1,000			
	TOTAL EXPENSE		729,661	14,335	-	-	-	180	-	-	145,723	-	-	889,899			
	DIFFERENCE		-	-	-	-	-	-	-	-	-	-	-	-			
0000	406-0000-347.50-02	OTHER RENTALS/PAVILN	440,126	-	-	-	-	-	-	-	-	-	-	440,126			
0000	406-0000-347.50-06	CATERING CONTRACTS	47,285	-	-	-	-	-	-	-	-	-	-	47,285			
0000	406-0000-347.50-10	CANCELLATION FEE	27,551	-	-	-	-	-	-	-	-	-	-	27,551			
0000	406-0000-369.10-01	MISCELLANEOUS	29,603	-	-	-	-	-	-	-	-	-	-	29,603			
0000	406-0000-389.01-01	CONTRIBUTIONS FROM GEN FD	84,912	-	-	-	-	-	-	-	-	-	-	84,912			
0000	406-0000-389.90-01	RETAINED EARNINGS	(3,367)	19,649	-	-	7,500	-	-	-	-	-	-	23,782	PRIOR YEAR BUDGET ROLL-OVER	PRIOR YEAR BUDGET ROLL-OVER	
	TOTAL REVENUE		626,110	19,649	-	-	7,500	-	-	-	-	-	-	653,259			
7501	406-7501-575.12-10	REGULAR SALARIES	230,159	-	-	-	-	-	-	-	-	-	(1,503)	228,656			FINAL BUDGET AMENDMENT
7501	406-7501-575.13-10	OTHER SALARIES & WAGES	3,600	-	-	-	-	-	-	-	-	-	61	3,661			FINAL BUDGET AMENDMENT
7501	406-7501-575.14-10	OVERTIME	8,400	-	-	-	-	-	-	-	-	-	-	8,400			
7501	406-7501-575.21-10	FICA / MED TAXES	17,570	-	-	-	-	-	-	-	-	-	-	17,570			
7501	406-7501-575.22-20	FL STATE RETIREMENT	20,227	-	-	-	-	-	-	-	-	-	-	20,227			
7501	406-7501-575.23-10	HEALTH INSURANCE	28,083	-	-	-	-	-	-	-	-	-	-	28,083			
7501	406-7501-575.23-15	DENTAL INSURANCE	1,501	-	-	-	-	-	-	-	-	-	-	1,501			
7501	406-7501-575.23-20	LIFE INSURANCE	1,125	-	-	-	-	-	-	-	-	-	-	1,125			
7501	406-7501-575.23-21	SHORT-TERM DISABILITY	846	-	-	-	-	-	-	-	-	-	-	846			

7501	406-7501-575.23-30	DEPENDENT HEALTH INSURANC	11,292	-	-	-	-	-	-	-	-	-	-	11,292			
7501	406-7501-575.23-35	DEPENDENT DENTAL INSURANC	1,543	-	-	-	-	-	-	-	-	-	-	1,543			
7501	406-7501-575.23-40	LONG TERM DISABILITY	516	-	-	-	-	-	-	-	-	-	-	516			
7501	406-7501-575.24-10	WORKERS' COMPENSATION	10,504	-	-	-	-	-	-	-	-	-	-	10,504			
7501	406-7501-575.32-10	AUDITING SERVICES	2,900	-	-	-	-	-	-	-	-	-	-	2,900			
7501	406-7501-575.34-10	CONTRACTUAL SERVICES	43,591	-	-	-	-	-	(1,500)	-	-	-	(5,978)	36,113	TRANSFER	FINAL BUDGET AMENDMENT	
7501	406-7501-575.40-10	TRAVEL & PER DIEM	3,000	-	-	-	-	-	-	-	-	-	(1,595)	1,405		FINAL BUDGET AMENDMENT	
7501	406-7501-575.41-10	TELEPHONE	2,525	-	-	-	-	-	300	-	-	-	-	2,825	TRANSFER		
7501	406-7501-575.41-20	OTHER COMMUNICATION	150	-	-	-	-	-	-	-	-	-	(150)	-		FINAL BUDGET AMENDMENT	
7501	406-7501-575.41-30	POSTAGE	400	-	-	-	-	-	-	-	-	-	(338)	62		FINAL BUDGET AMENDMENT	
7501	406-7501-575.43-10	ELECTRIC, WATER, GAS	57,441	-	-	-	-	-	-	-	-	-	-	57,441			
7501	406-7501-575.44-10	RENTALS & LEASES	3,000	-	-	-	-	-	-	-	-	-	(1,215)	1,785		FINAL BUDGET AMENDMENT	
7501	406-7501-575.45-10	LIABILITY	1,932	-	-	-	-	-	-	-	-	-	-	1,932			
7501	406-7501-575.46-12	PAVILION	1,000	-	-	-	-	-	-	-	-	-	(450)	550		FINAL BUDGET AMENDMENT	
7501	406-7501-575.46-15	EQUIPMENT	500	-	-	-	-	-	-	-	-	-	(138)	362		FINAL BUDGET AMENDMENT	
7501	406-7501-575.46-25	MISCELLANEOUS	1,000	-	-	-	-	-	-	-	-	-	(451)	549		FINAL BUDGET AMENDMENT	
7501	406-7501-575.47-10	PRINTING & BINDING	2,000	-	-	-	-	-	-	-	-	-	-	2,000			
7501	406-7501-575.49-10	ADVERTISING	21,900	-	-	-	-	-	-	-	-	-	-	21,900			
7501	406-7501-575.49-32	CREDIT CARD PROCESSING	7,955	-	-	-	-	-	-	-	-	-	-	7,955			
7501	406-7501-575.51-10	OFFICE SUPPLIES	700	-	-	-	-	-	-	-	-	-	-	700			
7501	406-7501-575.52-10	OPERATING SUPPLIES	12,000	49	-	-	-	-	-	-	-	-	-	12,049	PRIOR YEAR BUDGET ROLL-OVER		FINAL BUDGET AMENDMENT
7501	406-7501-575.52-11	DURABLE GOODS	3,734	-	-	-	-	-	-	-	-	-	1,901	5,635		FINAL BUDGET AMENDMENT	
7501	406-7501-575.52-15	FUEL COSTS	118	-	-	-	-	-	-	-	-	-	-	118			
7501	406-7501-575.52-16	INVENTORY PURCHASES	1,000	-	-	-	-	-	-	-	-	-	-	1,000			
7501	406-7501-575.52-25	UNIFORMS	1,500	-	-	-	-	-	-	-	-	-	-	1,500			
7501	406-7501-575.54-10	BKS, PUB, SUB, MEM, LIB	2,110	-	-	-	-	-	-	-	-	-	-	2,110			
7501	406-7501-575.62-20	BUILDINGS	-	5,100	-	-	-	7,500	-	-	-	-	7,856	20,456	PRIOR YEAR BUDGET ROLL-OVER	PRIOR YEAR BUDGET ROLL-OVER	FINAL BUDGET AMENDMENT
7501	406-7501-575.64-14	EQUIP - NEW COMPUTERS	-	-	-	-	-	-	-	1,200	-	-	-	1,200	TRANSFER		
7501	406-7501-575.64-51	HURRICANE INSURANCE	-	14,500	-	-	-	-	-	-	-	-	-	14,500	PRIOR YEAR BUDGET ROLL-OVER		
7501	406-7501-575.71-05	OTHER	64,000	-	-	-	-	-	-	-	-	-	-	64,000			
7501	406-7501-575.72-05	OTHER	56,288	-	-	-	-	-	-	-	-	-	-	56,288			
	TOTAL	EXPENSE	626,110	19,649	-	-	-	7,500	-	-	-	-	-	653,259			
	DIFFERENCE		-	-	-	-	-	-	-	-	-	-	-	-			
0000	441-0000-361.10-02	SBA INTEREST	14,025	-	-	-	-	-	-	-	-	-	-	14,025			
0000	441-0000-363.29-01	WATER IMPACT FEES	300,000	-	-	-	-	-	-	-	-	-	-	300,000			
0000	441-0000-363.29-02	SEWER IMPACT FEES	300,000	-	-	-	-	-	-	-	-	-	-	300,000			
0000	441-0000-389.90-00	APPROPRIATED RESERVES	1,602,775	572,648	-	-	-	953,500	-	-	-	-	-	3,128,923	PRIOR YEAR BUDGET ROLL-OVER	PRIOR YEAR BUDGET ROLL-OVER	
	TOTAL	REVENUE	2,216,800	572,648	-	-	-	953,500	-	-	-	-	-	3,742,948			
3301	441-3301-533.59-70	TRANSFER TO SRF LOAN DEBT	100,000	-	-	-	-	-	-	-	-	-	-	100,000			
3301	441-3301-533.64-25	FUTURE PROJECTS	998,300	96,328	-	-	-	500,000	-	-	-	-	-	1,594,628	PRIOR YEAR BUDGET ROLL-OVER	PRIOR YEAR BUDGET ROLL-OVER	
3501	441-3501-535.59-70	TRANSFER TO SRF LOAN DEBT	100,000	-	-	-	-	-	-	-	-	-	-	100,000			
3501	441-3501-535.64-25	FUTURE PROJECTS	453,500	167,359	-	-	-	453,500	-	-	-	-	-	1,074,359	PRIOR YEAR BUDGET ROLL-OVER	PRIOR YEAR BUDGET ROLL-OVER	
3504	441-3504-535.64-25	FUTURE PROJECTS	565,000	308,961	-	-	-	-	-	-	-	-	-	873,961	PRIOR YEAR BUDGET ROLL-OVER		
	TOTAL	EXPENSE	2,216,800	572,648	-	-	-	953,500	-	-	-	-	-	3,742,948			
	DIFFERENCE		-	-	-	-	-	-	-	-	-	-	-	-			
0000	443-0000-381.04-01	TRANSFERS FROM WATER/SEWR	300,000	-	-	-	-	-	-	-	-	-	-	300,000			
0000	443-0000-389.90-00	APPROPRIATED RESERVES	61,000	-	-	-	-	-	-	-	-	-	-	61,000			
	TOTAL	REVENUE	361,000	-	-	-	-	-	-	-	-	-	-	361,000			
3301	443-3301-533.64-10	EQUIP - REPLACEMENT	130,000	-	-	-	-	-	-	-	-	-	-	130,000			
3302	443-3302-533.64-25	FUTURE PROJECTS	50,000	-	-	-	-	-	-	-	-	-	-	50,000			
3501	443-3501-535.64-10	EQUIP - REPLACEMENT	56,000	-	-	-	-	-	-	-	-	-	-	56,000			
3504	443-3504-535.64-10	EQUIP - REPLACEMENT	20,000	-	-	-	-	-	-	-	-	-	-	20,000			
3504	443-3504-535.64-15	EQUIP - NEW	20,000	-	-	-	-	-	-	-	-	-	-	20,000			
3504	443-3504-535.64-25	FUTURE PROJECTS	85,000	-	-	-	-	-	-	-	-	-	-	85,000			
	TOTAL	EXPENSE	361,000	-	-	-	-	-	-	-	-	-	-	361,000			
	DIFFERENCE		-	-	-	-	-	-	-	-	-	-	-	-			
0000	444-0000-389.90-00	APPROPRIATED RESERVES	-	342,059	-	-	-	-	-	-	-	-	-	342,059	PRIOR YEAR BUDGET ROLL-OVER		
	TOTAL	REVENUE	-	342,059	-	-	-	-	-	-	-	-	-	342,059			
3302	444-3302-533.65-81	CRA REHAB-SRF	-	262,129	-	-	-	-	-	-	-	-	-	262,129	PRIOR YEAR BUDGET ROLL-OVER		
3504	444-3504-535.65-81	CRA REHAB-SRF	-	26,105	-	-	-	-	-	-	-	-	-	26,105	PRIOR YEAR BUDGET ROLL-OVER		
3801	444-3801-538.64-25	FUTURE PROJECTS	-	53,825	-	-	-	-	-	-	-	-	-	53,825	PRIOR YEAR BUDGET ROLL-OVER		
	TOTAL	EXPENSE	-	342,059	-	-	-	-	-	-	-	-	-	342,059			
	DIFFERENCE		-	-	-	-	-	-	-	-	-	-	-	-			
0000	445-0000-381.04-01	TRANSFERS FROM WATER/SEWR	1,554,689	-	-	-	-	-	-	-	-	-	-	1,554,689			
0000	445-0000-381.04-03	TRANSFERS FROM STORMWATER	213,664	-	-	-	-	-	-	-	-	-	-	213,664			
0000	445-0000-381.04-04	TRANSFERS FROM IMPACT FEE	200,000	-	-	-	-	-	-	-	-	-	-	200,000			
	TOTAL	REVENUE	1,968,353	-	-	-	-	-	-	-	-	-	-	1,968,353			
3601	445-3601-536.71-75	D/S PRIN SRF LOAN	1,332,923	-	-	-	-	-	-	-	-	-	-	1,332,923			
3601	445-3601-536.72-75	D/S INT SRF LOAN	594,901	-	-	-	-	-	-	-	-	-	-	594,901			
3601	445-3601-536.73-10	DEBT SERVICE COSTS	40,529	-	-	-	-	-	-	-	-	-	-	40,529			

**AGENDA SUMMARY
TAVARES CITY COUNCIL
11/20/2019**

AGENDA TAB NO.: 11

SUBJECT TITLE: Request for City support for the Mike Stone Invitational Soccer Tournament at Hickory Point (Economic Development)

OBJECTIVE:

For Council to approve event support for the Mike Stone Invitational High School Soccer Tournament at Hickory Point.

SUMMARY:

Each year in December Lake County is host to the Mike Stone Invitational Soccer Tournament which is the largest high school soccer tournament in the State of Florida at the Mike Stone Soccer Complex at Hickory Point.

This year's tournament will be held December 26 - 28, 2019, drawing teams from Key West, Jacksonville, Tampa, Pensacola and other areas throughout the State. It is expected that 1,500 athletes and family members will visit the greater Tavares area for the event patronizing hotels, restaurants and businesses. Not only does this event provide a strong economic impact for our community but also provides a community benefit with proceeds assisting the For Kid's Sake Foundation, a charity which is dedicated to pediatric cancer research and assisting families affected by pediatric cancer.

Event organizers look for partners and sponsors for this tournament to remain viable and strong. They have requested assistance from the City in the form of six (6) port-o-lets and one (1) hand wash station for the three day event. Currently there is only a single stall bathroom for each gender at the Hickory Point soccer facility. The City previously provided the same level of support for this event each year since 2015.

OPTIONS:

1. Approve the Mike Stone Invitational Soccer Tournament request for assistance.
2. Do not approve the request for assistance.

STAFF RECOMMENDATION:

Move to approve option 1.

FISCAL IMPACT:

There will be no direct fiscal impact. The estimated \$850 cost for delivery, rental and servicing of the port-a-lets and hand wash station for the three day event will be covered under the \$30,000

annual special event support funding provided for under the existing Waste Management Contract with the City.

LEGAL SUFFICIENCY:

Legally Sufficient

Approved.

RQW

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

**AGENDA SUMMARY
TAVARES CITY COUNCIL
11/20/2019**

AGENDA TAB NO.: 12

SUBJECT TITLE: Amendment To Extend Current Solid Waste Disposal Agreement With Covanta Lake II (Public Works)

OBJECTIVE:

Request City Council to accept Amendment #1 reducing the Tip Fee and extending the contract by five (5) years with Covanta Lake II, Inc., from September 30, 2019, to September 30, 2024.

SUMMARY:

On January 31, 2014, the City of Tavares entered into an Agreement with Covanta for Municipal Solid Waste Disposal Services (Residential Garbage), with an expiration date of September 30, 2019. Tip Fees for the first year were \$32.50 per Ton. In addition, a Renewable Energy Credit of \$5.00 per Ton was applied resulting in a charge of \$27.50 per Ton. Per the contract, each subsequent year would have an annual percentage increase based on the CPI increase, if any, not to exceed 2.5% per Contract Year. The Renewable Energy Credit would also have an annual percentage increase based on the CPI increase, if any, with a maximum of 2.5% per Contract Year.

The proposed amendment #1, amends the original agreement by extending the contract an additional five (5) years for an expiration date of September 30, 2024. It also reduces the Tip Fee from \$35.89 per Ton down to \$34.50 per Ton. The Renewable Energy Credit will continue at the same rate depicted in Exhibit A per Ton, increasing annually based on the CPI percentage increase, if any, up to a maximum of 2.5% per Contract Year.

The combined Tip Fee rate reduction and Renewable Energy Credit will equate to a reduced Tip Fee from \$30.38 down to \$29.50 per Ton starting October 1, 2019, through September 30, 2020. The proposed Tip Fee during this five (5) year period can be found in Exhibit A. The cost to provide residential garbage collection and disposal services increases annually due to the increased cost of fuel, personnel, and equipment. It is anticipated that the reduction in tipping fees offsets the increase in cost so as not to increase rates over this five (5) year period.

OPTIONS:

1. City Council moves to accept Amendment #1 to the Municipal Solid Waste Disposal Services Agreement, extending the contract an additional five (5) year period per Exhibit A.
2. City Council does not move to accept Amendment #1 to the Municipal Solid Waste Disposal Services Agreement

STAFF RECOMMENDATION:

Staff requests City Council to select Option #1:

1. City Council moves to accept Amendment #1 to the Municipal Solid Waste Disposal Services Agreement, extending the contract an additional five (5) year period per Exhibit A.

FISCAL IMPACT:

See Exhibit A

LEGAL SUFFICIENCY:

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

ATTACHMENTS:

Description	Type
Municipal Solid Waste Disposal and Services Agreement with Covanta Lake II, Inc. #CON-00939	Cover Memo
Covanta Contract Renewal Cover Letter	Cover Memo
Amendment #1 to Municipal Solid Waste Disposal Agreement	Cover Memo
Exhibit A Matrix of Covanta Current Fee and Reduced Fee 5-Year Projections with Max 2.5% CPI Increase	Cover Memo

MUNICIPAL SOLID WASTE DISPOSAL AND SERVICES AGREEMENT

between

TAVARES, FLORIDA

and

COVANTA LAKE II, INC.

Dated as of January 31, 2014

MUNICIPAL SOLID WASTE DISPOSAL AND SERVICES AGREEMENT

THIS MUNICIPAL SOLID WASTE DISPOSAL AND SERVICES AGREEMENT (this "Agreement"), is entered into as of January 31, 2014 (the "Effective Date"), by and between COVANTA LAKE II, INC., a Florida corporation ("Covanta"), and Tavares, Florida (the "Customer"). Covanta and the Customer are each referred to individually herein as a "Party" and together as the "Parties."

W I T N E S S E T H:

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

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

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

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

ARTICLE 1. General Provisions.

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

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

"Applicable Law" means each and every applicable Federal, state or local law, statute, charter, ordinance, rule, regulation, order, permit, license or approval of any governmental, quasi-governmental, regulatory or administrative agency or authority or court or other tribunal having jurisdiction.

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

"Backup Facility(ies)" means a properly permitted and licensed solid waste disposal facility located within a radius of 25 miles of Covanta's Facility located in Okahumpka. Any Backup Facility proposed by Covanta that lies outside of a 25 mile radius of Covanta's Facility located in Okahumpka must be approved in advance by Customer.

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

"Commencement Date" is defined in the recitals.

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

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

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

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

"Customer" is defined in the preamble.

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

"Effective Date" is defined in the preamble.

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

intent to declare an Event of Force Majeure due to such material increase in costs and/or expenses).

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

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

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

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

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

"Initial Term" is defined in Section 1.3.

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

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

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

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

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

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

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

"Recyclable Material" means those materials that are capable of being recycled and that would otherwise be processed or disposed of as Solid Waste.

"Renewal Term" is defined in Section 1.3.

"Renewable Energy Credit" is defined in Section 1.5

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

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

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

"Term" is defined in Section 1.3.

"Tip Fee" means for the first Contract Year of the Term – Thirty-two dollars and fifty cents (\$32.50) per Ton, and for each subsequent Contract Year during the Term an amount determined by increasing the Tip Fee for the immediately preceding Contract

Year by an amount equal to the product of (i) the Tip Fee for the immediately preceding Contract Year multiplied by (ii) the percentage increase, if any, in the CPI during the twelve-month period of such immediately preceding Contract Year. In any case, the year to year increase in the Tipping Fee for any individual Contract Year shall not exceed 2.5%, nor shall the cumulative increase in the Tipping Fee over the Initial Term exceed 2.5% per Contract Year.

"Ton" means 2,000 pounds.

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

"Yard Trash" means vegetative matter resulting from landscaping maintenance and land clearing operations and includes de minimus associated rocks and soils.

1.2 Waste Delivery and Acceptance Obligations.

(a) During the Term, the Customer shall deliver in accordance with the terms of this Agreement the following Acceptable Waste to the Facility: (i) all Acceptable Waste whose collection is by Customer employees or Customer contractors or agents; and (ii) all Acceptable Waste that is from, or was collected at or delivered to, a transfer station or other solid waste facility owned, leased, operated or controlled by the Customer. The parties acknowledge and agree that all types of Acceptable Waste may be comingled and that Customer is not required or expected to separate different types of Acceptable Waste before delivery to Covanta.

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

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

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

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

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

(iii) Covanta shall have the right in its reasonable discretion to reject any waste delivered by the Customer or any of its Authorized Haulers which Covanta determines is not Acceptable Waste, subject to Covanta's rights under Section 4.2 with respect to Unacceptable Waste.

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

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

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

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

- a. As part of every monthly invoice to the Customer, provide to the Customer a Renewable Energy Credit of Five Dollars (\$5.00) for every ton of Acceptable Waste delivered by the Customer to the Facility for processing during the first Contract Year. For each subsequent Contract Year during the Initial Term the Renewable Energy Credit will increase by an amount equal to the product of (i) the Renewable Energy Credit for the immediately preceding Contract Year multiplied by (ii) the percentage increase, if any, in the CPI during the twelve-month period of such immediately preceding Contract Year. In any case, the year to year increase in the Renewable Energy Credit for any individual Contract Year shall not exceed 2.5%, nor shall the cumulative increase in the Renewable Energy Credit over the Initial Term exceed 2.5% per Contract Year;
- b. Provide a quarterly accounting of the recycling credits earned by the Customer as a result of the tons of Acceptable Waste delivered to the Facility for process; and
- c. Provide a quarterly account of the environmental offsets and benefits resulting from the processing of the Customers Acceptable Waste by the Facility.

1.6 Special Collection Days. During the Term, if no event of default by the Customer has occurred and is then continuing, Covanta shall conduct, at its expense, two (2) special events each Contract Year, at locations agreed to with the Customer, which shall be coordinated with the Customer and which may involve, for example, recycling household electronic devices, shredding household paper waste, educational or public awareness programs, or special collection of typical and reasonable amounts and kinds of household hazardous waste.

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

ARTICLE 2. Delivery Procedures and Authorized Haulers.

2.1 Delivery Procedures. All deliveries of Acceptable Waste hereunder shall conform to the requirements of this Agreement and the applicable Hauler's Rules and Regulations, provided that nothing in Hauler's Rules and Regulations shall prevent Customer's Acceptable Waste from being comingled. The Hauler's Rules and Regulations are applicable generally to customers utilizing the Facility and the Backup Facility, and shall have reasonable terms and conditions consistent with the operational requirements of such Facility. Covanta shall provide to the Customer a copy of the Hauler's Rules and Regulations for the Facility and the Backup Facility at least thirty (30) calendar days prior to the Commencement Date. Covanta reserves the right for it and/or the owner or operator of the Facility and Backup Facility to modify, amend and repeal the applicable Hauler's Rules and Regulations from time to time and at any time and will endeavor to provide at least thirty (30) calendar days' advance written notice to the Customer and its Authorized Haulers of any material change in the Hauler's Rules and Regulations for the Facility and Backup Facility utilized pursuant to this Agreement.

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

2.3 Authorized Haulers.

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

entitled to rely upon the list of Authorized Haulers provided to the Customer if the Customer fails to timely verify and return the signed list. Upon request by the Customer, Covanta shall provide reasonable assistance to the Customer in the identification of Authorized Haulers to transport and deliver Acceptable Waste to the Facility and Backup Facility pursuant to this Agreement.

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

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

ARTICLE 3. Tipping Fees.

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

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

ARTICLE 4. Quality of Solid Waste.

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

4.2 Unacceptable Waste. The Customer agrees that neither it nor any of its Authorized Haulers shall deliver Unacceptable Waste to the Facility or the Backup Facility. If a delivery of waste is made which contains both Acceptable Waste and Unacceptable Waste, the entire delivery shall constitute Unacceptable Waste if the Unacceptable Waste cannot be separated from the Acceptable Waste, without unreasonable efforts by or expense to Covanta as determined by Covanta in its sole discretion. If Unacceptable Waste is delivered to the Facility or the Backup Facility, Covanta shall promptly notify the Customer of such delivery by telephone (telephone number: 352-742-6221), Email (Email address: cthompson@tavares.org) or by facsimile (facsimile number: 352-742-6397) and, in addition to any other rights and remedies to which Covanta may have hereunder or under Applicable Law, at its sole option may (i) reject such waste and require the Person who delivered such Unacceptable Waste to reload and dispose of such waste at the sole cost and expense of such Person, or (ii) if Covanta does not discover such Unacceptable Waste in time to reject and require the

reloading such Unacceptable Waste, and the Customer does not collect and dispose of such Unacceptable Waste within twenty-four (24) hours after receiving the above-mentioned notice from Covanta or Covanta is otherwise required by Applicable Law to remove and/or dispose of such Unacceptable Waste prior to the collection and disposal of such Unacceptable Waste by the Customer or the expiration of such twenty-four-hour period, Covanta may dispose of such Unacceptable Waste, as agent for the Customer and at Customer's expense, at a location or facility that is authorized to accept such Unacceptable Waste in accordance with all Applicable Law, and the Customer shall pay to Covanta the Tip Fee for each Ton of such Unacceptable Waste and all other costs associated with management, transportation and disposal of such Unacceptable Waste. None of the foregoing actions by Covanta shall constitute acceptance of such Unacceptable Waste by Covanta, transfer of the ownership of such Unacceptable Waste to Covanta, consent by Covanta to any future deliveries by the Customer or its Authorized Haulers of Unacceptable Waste, or waiver by Covanta of any rights or remedies it may have against the Customer or its Authorized Haulers because of the delivery of such Unacceptable Waste. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR COSTS ASSOCIATED WITH UNACCEPTABLE WASTE, SPECIFICALLY INCLUDING ALL COSTS ASSOCIATED WITH COVANTA'S NEGLIGENCE, BUT EXCLUDING COSTS ASSOCIATED WITH COVANTA'S GROSS NEGLIGENCE AND INTENTIONAL MISCONDUCT, IN HANDLING OR DISPOSING OF SUCH UNACCEPTABLE WASTE.

ARTICLE 5. Invoicing and Payments.

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

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

5.3 Disputes. In the event of a dispute as to any monthly invoice, (i) the Customer shall pay when due the full amount of the invoice, including any amount in dispute, and (ii) the Customer shall give Covanta, at the time such payment is made, written notice of the dispute. Acceptance by Covanta of payment of an amount less than the full amount of the invoice shall not constitute accord and satisfaction of the amount in dispute and shall not prevent the accrual of interest as provided in Section 5.2 with

respect to disputed amounts finally determined to be due to Covanta. Such notice shall identify said dispute with reasonable particularity, state the amount in dispute and set forth a full statement of the grounds which form the basis of such dispute. Upon settlement by the Parties of the dispute, Covanta shall refund promptly the amount of any overpayment or the Customer shall promptly pay the outstanding portion of the invoice, plus interest and costs of collection, whichever is applicable.

5.4 Obligation of the Customer to Make Payments. This Agreement shall be binding on the Customer, and the Customer covenants and agrees to appropriate in its annual budget, including by amendment, if required and to the extent permitted and in accordance with budgetary procedures provided by the laws of the State of Florida, to meet its obligations under this Agreement. The Customer agrees that its obligation to make any such payments in the amounts and at the times herein specified shall be absolute and unconditional, shall not be subject to any setoff, abatement, counterclaim, recoupment, defense (other than payment itself) or other right which the Customer may have against Covanta or any other Person for any reason whatsoever or any reason, known or unknown, foreseeable or unforeseeable, which might otherwise constitute a legal or equitable defense or discharge of the liabilities of the Customer or limit recourse against the Customer. Payment made pursuant to this provision shall not prejudice the right of the Customer to claim abatements, refunds or adjustments to which it is entitled under this Agreement or pursuant to Applicable Law. Moreover, the Customer's obligation to make such payments shall not be affected by any damage to the Facility or Backup Facility, or any interruption or cessation in the possession, use or operation of the Facility or Backup Facility by Covanta or any other Person, so long as the Facility or Backup Facility is capable of accepting Acceptable Waste delivered by or on behalf of the Customer pursuant to this Agreement.

ARTICLE 6. Governmental Regulation.

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

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

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

7.1 Suspension of Obligations.

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

(b) If an Event of Force Majeure gives Covanta the right to reject Acceptable Waste pursuant to Section 1.2(c), Covanta shall notify the Customer in writing and by contacting the Customer at the telephone number or facsimile number provided in Section 4.2 and:

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

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

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

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

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

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

ARTICLE 8. Default and Remedies.

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

(a) Covanta fails to perform its obligation to accept delivery of Acceptable Waste in accordance with this Agreement and such failure continues for a period of five (5)) calendar days after written notice to Covanta by the Customer;

(b) Covanta fails to observe and perform any other material term, covenant or agreement contained in this Agreement on its part to be performed and the continuance of such failure for a period of thirty (30) calendar days after written notice to Covanta by the Customer specifying the nature of such failure and requesting that it be remedied; or

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

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

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

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

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

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

(a) If Covanta is then in default (other than an event of default under Section 8.1(a)), the Customer shall have the option, upon at least thirty (30) calendar days prior written notice to Covanta, to terminate this Agreement unless the event of default is cured prior to the expiration of such thirty (30) calendar day period or unless during such period Covanta has taken, and continues to take with commercially reasonable diligence, remedial steps the effect of which would be to enable Covanta to cure such event of default within a reasonable period of time (which, if the event of default is a default in the payment of monies and results from restraint by a court or regulatory agency, shall mean the undertaking and prosecution of prompt, diligent, good faith efforts to remove such restraint);

(b) If the Customer is then in default, Covanta shall have the option, upon at least thirty (30) calendar days prior written notice to the Customer by Covanta, to terminate this Agreement unless the event of default is cured prior to the expiration of such thirty (30) calendar day period or unless during such period the Customer has taken, and continues to take with commercially reasonable diligence, remedial steps the effect of which would be to enable the Customer to cure such event of default within a reasonable period of time (which, if the event of default is a default in the payment of monies and results from restraint by a court or regulatory agency, shall mean the undertaking and prosecution of prompt, diligent, good faith efforts to remove such restraint);

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

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

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

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

ARTICLE 9. Representations and Warranties, Insurance and Indemnification.

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

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

(b) the Customer is authorized (i) to enter into a long-term contract for resource recovery and waste disposal processing services, (ii) to pay the fees and

charges established by this Agreement, and (iii) to obligate itself to annually appropriate funds and levy taxes for the payment of such fees and charges;

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

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

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

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

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

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

9.3 Insurance. Each party shall maintain, and Customer shall cause its Authorized Haulers to maintain, and furnish to the other, upon request, certificates attesting to the existence of, workers' compensation insurance providing statutory benefits, employer's liability insurance with policy limits of not less than \$1,000,000, automobile and commercial general liability insurance with policy limits of not less than \$1,000,000 each occurrence for bodily injury or death and property damage; \$2,000,000 in the annual aggregate, and pollution liability insurance having a minimum limit of \$2,000,000 in annual aggregate.. Each party shall notify the other party at least 30 days prior to cancellation of any policy covered thereunder. Each party in this case Covanta and Authorized Haulers shall cause the aforesaid liability policies (with the exception of

workers' compensation and pollution liability) to: a) provide an endorsement naming as additional insured, and waiving subrogation in favor of the Indemnified Parties, and, b) provide contractual liability coverage.

9.4 Indemnification.

(a) Covanta shall indemnify and hold harmless the Customer from and against any and all Losses, damages, suits, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including the Facility's and Backup Facility's property, contamination of or adverse effects on the environment, and injuries to or death of persons, including Customer's, Covanta's or Facility's employees, caused by or resulting from: (1) the negligence or willful misconduct of Covanta, its employees, haulers, contractors, subcontractors or agents; or (2) Covanta's breach of any term or provision of this Agreement.

(b) To the extent authorized by Florida law, and without waiving sovereign immunity, Customer shall indemnify and hold harmless Covanta, the Facility, and the Backup Facility(ies), their partners, parent companies, subsidiaries, and affiliates (collectively, the "***Indemnified Parties***"), from and against any and all Loss, damages, suits, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Covanta's, the Facility's and the Backup Facility's property, contamination of or adverse effect on the environment, and injuries to or death of persons, including Customer's, Covanta's, the Facility's or the Backup Facility's employees, caused by or resulting from: (1) the negligence or willful misconduct of Customer, its employees, Authorized Haulers, contractors, subcontractors or agents; or (2) Customer's breach of any term or provision of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, Customer assumes responsibility for (1) any injury or loss incurred by its employees, agents or Authorized Haulers while on the Facility's or Backup Facility's premises (except that caused by Covanta's gross negligence), (2) any damage to Customer's property, including, but not limited to Customer's vehicles or Authorized Hauler's vehicles, that results from Covanta, the Facility or the Backup Facility providing unloading assistance to Customer while Customer is on the Facility's or Backup Facility's premises (except that caused by Covanta's gross negligence), and (3) the compliance with all of the Facility's and Backup Facility's rules and regulations, particularly those relating to safety and health.

ARTICLE 10. Governing Law.

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

ARTICLE 11. Miscellaneous.

11.1 Assignment. Except for the designation of Authorized Haulers as provided in Article 2, the Customer may not assign or transfer, directly or indirectly, any of its rights or duties under this Agreement. Covanta may, upon prior written notice to the Customer, assign all or any portion of its rights and obligations under this Agreement or delegate any of its obligations under this Agreement at any time so long as such assignee or delegee shall be creditworthy and capable of performing the obligations of Covanta under this Agreement. Such assignment or delegation shall not relieve Covanta of any obligations or liabilities hereunder arising on or after the date of the assignment or delegation unless such assignment or delegation is to a Qualified Covanta Affiliate or the Customer consents in writing to such assignment or delegation, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment in violation of this Section 11.1 shall be null and void and of no effect.

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

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

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

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

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

If to the Customer:

City of Tavares
201 E. Main Street
Tavares, Florida 32778
Attn: City Administrator

If to Covanta:

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

With a copy to:

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

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

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

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

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

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

11.12 Confidentiality.

(a) Prior to the disclosure of Confidential Information by Covanta to the Customer or its representatives or agents under this Agreement or Applicable Law, Covanta may require the Customer and its representatives and agents, as the case may be, to execute and deliver to Covanta a reasonable confidentiality agreement that will require the signatory to: (i) treat as confidential all Confidential Information which may be made available to the Customer or any agent or representative of the Customer; (ii) maintain in a secure place all Confidential Information made available to it and limit access to the Confidential Information to those agents or representatives of the Customer to whom it is necessary to disclose the Confidential Information in furtherance of the Customer's obligations under this Agreement; (iii) prevent disclosure of any Confidential Information by any agent or representative of the Customer to unauthorized parties and assume liability on the part of the Customer and the signatory for any breach of this Agreement and/or such confidentiality agreement, or for any unauthorized disclosure or use of Confidential Information by the Customer or any of its agents or representatives; and (iv) not use any Confidential Information other than in furtherance of its obligations under this Agreement.

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

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

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

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

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

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

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

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

(f) All references to statutory provisions and current or proposed rules and regulations shall be deemed to include any amendment or other revision to those laws and regulations and shall also be construed to refer to the corresponding provisions of any laws and regulations enacted to replace the laws and regulations referenced in this Agreement;

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

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

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

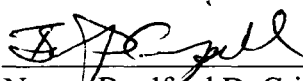
(j) Reference to any governmental, quasi-governmental or other regulatory authority or agency shall include any agency or authority of, and, the United States of America, the State of Florida and any other state, any county, any Customer, any district, and any political subdivision or instrumentality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

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

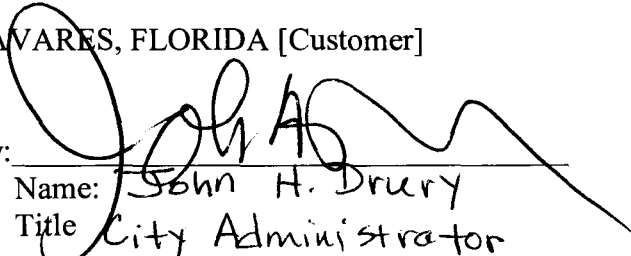
[SIGNATURE PAGE FOLLOWS]

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

COVANTA LAKE II, INC.

By: 
Name: Bradford D. Crispell
Title: Vice President
Regional Business Management

TAVARES, FLORIDA [Customer]

By: 
Name: John H. Drury
Title: City Administrator
1-31-2014

August 26, 2019

Mr. James Dillon
City of Tavares Public Works
100 N. Disston Ave
Tavares, FL 32778

RE: AMENDMENT #1 TO MUNICIPAL SOLID WASTE DISPOSAL AND SERVICES AGREEMENT

Dear Mr. Henderson:

Attached please find the above stated document which amends the existing Municipal Solid Waste Disposal and Services Agreement dated as of January 31, 2014 by and between Covanta Lake II, Inc. and Tavares, Florida.

Per our discussions and verbal agreement this document is a mutual agreement to extend the terms of the existing agreement through September 30th, 2024. Per the attached Amendment, the Tip Fee for the first year of the Renewal Term will be \$34.50 per ton, and the Renewable Energy Credit for the first year of the Renewal Term will be \$5.00 per ton

Once again, thank you for your continued partnership – we truly appreciate it. If you have any questions, or need any additional information regarding this matter, please do not hesitate to contact me at any time via email at pwalsh2@covanta.com or cellphone at (813) 399-1773.

Best regards,



Patrick R. Walsh
Area Asset Manager
Covanta Lake II, Inc.

AMENDMENT #1 TO MUNICIPAL SOLID WASTE DISPOSAL AND SERVICES AGREEMENT

This Amendment #1, dated as of August 31, 2019, amends the Municipal Solid Waste Disposal and Services Agreement dated as of January 31, 2014 (the “**Agreement**”) by and between Covanta Lake II, Inc. and Tavares, Florida.

The terms used herein with the initial letter capitalized, unless otherwise defined herein, shall have the meanings therefore set forth in the Agreement.

THEREFORE, in consideration of their mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree to amend the Agreement as follows:

1. The Initial Term is hereby extended five years, hereinafter referred to as the first Renewal Term, and shall expire on September 30, 2024.
2. The Tip Fee for the first Contract Year of the Renewal Term shall be \$34.50 per Ton, and shall be adjusted in each subsequent Contract Year during the Term as described in the definition of “Tip Fee” in Section 1.1.
3. The Renewable Energy Benefits described in Section 1.5 shall continue during the first Renewal Term, if no event of default by the Customer has occurred and is then continuing. The Renewable Energy Credit described in Section 1.5 shall be \$5.00 per ton of Acceptable Waste for the first Contract Year of the Renewal Term, and shall be adjusted in each subsequent Contract Year during the Term as described in Section 1.5.

All terms and conditions set forth in the Agreement not specifically amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment #1 to Municipal Solid Waste Disposal and Services Agreement the date first above written.

COVANTA LAKE II, INC.

By: _____
Name: _____
Title: _____

TAVARES, FLORIDA

By: _____
Name: _____
Title: _____

5 year Extension under current terms (no changes) at 2.5% CPI Max

Contract year	Proj CPI %	MSW Tip Fee	REC Discount	Net Tip Fee	Notes
2019-20	2.5%	\$ 35.89	\$ (5.52)	\$ 30.38	CPI average of 1.9% over the last 4 years
2020-21	2.5%	\$ 36.79	\$ (5.65)	\$ 31.14	
2021-22	2.5%	\$ 37.71	\$ (5.80)	\$ 31.91	
2022-23	2.5%	\$ 38.65	\$ (5.94)	\$ 32.71	
2023-24	2.5%	\$ 39.62	\$ (6.09)	\$ 33.53	

5 year Extension Reducing Tip Fee rate and 2.5% CPI Max

Contract year	CPI %	MSW Tip Fee	REC Discount	Net Tip Fee	Notes
2019-20	--	\$ 34.50	\$ (5.00)	\$ 29.50	Current avg CPI is 1.9% but contract allows up to 2.5%
2020-21	2.5%	\$ 35.36	\$ (5.13)	\$ 30.24	
2021-22	2.5%	\$ 36.25	\$ (5.25)	\$ 30.99	
2022-23	2.5%	\$ 37.15	\$ (5.38)	\$ 31.77	
2023-24	2.5%	\$ 38.08	\$ (5.52)	\$ 32.56	

**AGENDA SUMMARY
TAVARES CITY COUNCIL
11/20/2019**

AGENDA TAB NO.: 13

SUBJECT TITLE: City Council Consideration of Alternatives for an Amendment to Land Development Regulation Chapter 4 Section 4-45 Notice of Hearing Requirements [Posting of Property] (Community Development)

OBJECTIVE:

City Council Consideration of Alternatives for an Amendment to Land Development Regulation Chapter 4 Section 4-45 Notice of Hearing Requirements (C) [Posting of Site]

SUMMARY:

City staff is required to follow Notice of Public Hearing requirements that are outlined in Florida Statutes and the City's Land Development Regulations for Public meeting agenda items that pertain to property annexation, rezoning, and land use changes. The notice requirements include newspaper ads, mail to abutting property owners within 150 - 300 feet, and posting signs at subject properties every 100 feet notifying the Public of the date, time, and place of the Public hearing, and a brief description of the proposed action. At the October 2, 2019 meeting City Council discussed City of Tavares Notice of Hearing requirements as they pertain to the posting of sites, and directed staff to bring the item back to Council for further discussion. City staff is requesting City Council's review of current posting regulations, consideration of alternative examples from surrounding cities, and recommendation to staff for an amendment to Land Development Regulation Chapter 4 Section 4-45 Notice of Hearing Requirements [Posting of Site]. Below is a summary of surrounding city requirements:

Minneola: 1 Sign per road frontage 18" x 24", 6 feet high
Clermont: 1 Sign per right of way
Eustis: 1 Sign per property
Apopka: 1 Sign per right of way
Ocoee: 1 Sign per right of way, 2 sq. ft.
Leesburg: 1 Sign per right of way 18" x 24"
Tampa: 1 Sign per road frontage 18" x 24"
Lake County: 1 Sign per road frontage 18" x 24"
Tavares: 1 Sign per 100' of road frontage, 3 feet high

OPTIONS:

1. City Council directs staff to draft an Ordinance to amend the City's Land Development Regulation Chapter 4 Section 4-45 Notice of Hearing Requirements (C) [Posting of Site].
2. City Council directs staff to take no action.

STAFF RECOMMENDATION:

Staff recommends that City Council review Notice of Hearing requirements and direct staff to either amend the code, or take no action.

FISCAL IMPACT:

Current expense: \$7.98 per package of six (6) wooden stakes.
\$252.00 for 300 11" x 14" signs.

City staff obtained the following sign alternative price quotes:

\$2.00 each for an order of 1,000 18" x 24" single sided corrugated plastic signs, with stands costing \$.75 each.

\$8.74 each for steel u-channel posts.

\$125 - \$150 each for large 4'x4' signs with posts.

LEGAL SUFFICIENCY:

N/A

Approved.

RQW

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

Land Development Regulation Chapter 4 Section 4-45 Notice of Hearing Requirements (C) Posting of Site.

Photos of sign examples.

ATTACHMENTS:

Description	Type
Chapter 4 Section 4-45 Notice of Hearing Requirements (C) Posting of Site	Backup Material
Clermont Sign Example	Exhibit
Eustis Sign Example	Exhibit
Minneola Sign Example	Exhibit
Ocoee Sign Example	Exhibit

Section 4-45 Notice of Hearing.

- (C) Posting of site. Sign cards, furnished by the Planning and Zoning Department, shall be posted by the applicant on the front (road frontage) of the property being considered at said hearing with three (3) foot high stakes to be furnished by the applicant. The sign cards shall be posted every 100 feet along the road or street frontage. (In those cases where the property does not have frontage on the road, or does not have 100' of road frontage, the cards shall be posted at the property corners, or if the frontage is less and where at least the access road intersects with the nearest City Road).
- 1) The sign cards shall be posted upon receipt and be in place 10 days prior to the date set for City Council public hearing and removed and destroyed on the day following final action by the City Council.
 - (2) In those cases where the property has not been properly posted, the City Council may postpone or deny the application without prejudice.
 - (3) The notices required in this section shall state the date, time and place of the hearing; reasonably identify the lot that is the subject of the application or appeal; and give a brief description of the action requested or proposed.
 - (4) The Planning and Zoning Board shall hold a public hearing to consider the request and shall recommend to the City Council that the request be approved or denied. The Planning and Zoning Board may continue its review and consideration of any matter brought before it for a period not to exceed thirty (30) days. Notice of the continued public hearing shall be re-issued as if the continued public hearing were the initial consideration of the matter by the Planning and Zoning Board. The applicant shall pay the cost of re-issuing the notice, if the continuance is requested by the applicant.
 - (5) The City Council will hold two (2) public hearings to consider each ordinance and one (1) public hearing to consider each resolution. The City Council will hold a public hearing following the Planning and Zoning Board meeting to consider the Planning and Zoning Board's Recommendation. The first reading of the proposed ordinance will occur and the Council may vote for approval or denial of the request during this first reading. If approved on first reading the Council shall make the final approval/disapproval decision at the public hearing for the second reading.

The Council, on its own motion or at the request of the applicant, may continue the public hearing on the proposed application. Notice of the continued public hearing shall be re-issued as set forth above. If the continuance is at the request of the applicant, it shall be granted only if the applicant agrees to pay the cost of re-issuance the notice.

PROJECT NAME

CITY OF CLERMONT

PUBLIC HEARING

PROJECT TYPE: _____

**THIS APPLICATION WILL BE CONSIDERED AT THE FOLLOWING PUBLIC MEETINGS AT THE DATES
AND TIMES SPECIFIED:**

P & Z COMMISSION ON _____ **AT** _____

CITY COUNCIL _____ **AT** _____

**FOR FURTHER INFORMATION CALL
(352) 394-4083**

**MEETING LOCATION: CITY HALL CHAMBERS
685 W. MONTROSE STREET, CLERMONT**

EUSTIS HEARING

Case No. 2018-5-02 RES. 18- Date DEC 6, 2018

Applicant CORE EUSTIS Time 6:00 PM

Action SUBDIVISION REPLAT Place CITY HALL

For further Information:

Call; (352)483-5460 or Email: planner@ci.eustis.fl.us

CHARLES TOWNSEND CO 352-365-1960



**A PUBLIC HEARING CONCERNING
THIS PROPERTY WILL BE HELD BY
THE CITY COMMISSION
OF THE CITY OF OCOEE.
CALL THE PLANNING DEPARTMENT
AT OCOEE CITY HALL
(407-905-3157)
FOR INFORMATION.**



LAKE COUNTY
THIS PROPERTY WILL BE CONSIDERED FOR
VARIANCE(S)

CASE NO. **VAR-19-244** APPLICATION WILL BE CONSIDERED AT THE FOLLOWING
APPLICANT **Crawford Agriculture** PUBLIC MEETING AT THE DATE AND TIME SPECIFIED.
PRESENT ZONING **AG-1** PRESENT ZONING PARTIES MAY APPEAR AT THE MEETING.
ACTION REQUESTED **Board of Adjustment** **July 11, 2024** 2:00 P.M.
To be held at the following location:
Room 101, 305 W. Main St., Tavares, FL 32930
For further information or to review the file:
CALL: (352) 343-9641 OR FAX: (352) 343-9767
305 W. MAIN ST., TAVARES - Room 101
Tavares, FL 32930

**AGENDA SUMMARY
TAVARES CITY COUNCIL
11/20/2019**

AGENDA TAB NO.: 14

SUBJECT TITLE: Collective Bargaining Agreement with Firefighters

OBJECTIVE:

To approve changes to the Firefighters Collective Bargaining Agreement.

SUMMARY:

Previously the Tavares Collective Bargaining Management team (Fire Chief, City Administrator & Council Member Roy Stevenson) met with the Firefighters bargaining team and negotiated the amendment to the contract which has been approved by the Firefighters and is presented to Council for approval. Changes are attached and numerated as follows:

1. Wage is adjusted same as all other City Employees at 3.75% effective October 1, 2019.
2. Calls for addressing wage compression issues at the next years bargaining sessions.
3. Next bargaining session will commence in February 2020

Normally this item would have come to Council before October 1st, however, due to scheduling conflicts the final collective bargaining session did not occur until after October 1st making this November meeting the first opportunity to present the final changes to Council. We have agreed to start early next year (February) so this does not occur again.

OPTIONS:

1. Approve the changes
2. Do not approve the changes

STAFF RECOMMENDATION:

1. Approve the Changes

FISCAL IMPACT:

All changes have been budgeted

LEGAL SUFFICIENCY:

yes

Approved.

RQW

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

Firefighters Collective Bargaining Agreement Changes

ATTACHMENTS:

Description

Collective Bargaining Agreement Changes

Type

Cover Memo

CITY OF TAVARES, FLORIDA
and
PROFESSIONAL FIREFIGHTERS
of TAVARES
Local #3245, IAFF

2018 - 2021
Collective Bargaining Agreement

Dated: October 1, 2018⁸⁹

ARTICLE 33

Wages

All bargaining unit members shall be paid during fiscal year 201~~89~~⁸⁹ - 20~~1920~~¹⁹²⁰ on the following salary schedule, effective October 1, 201~~89~~⁸⁹. Unit members' hourly pay rate is based on 2,592 hours per year.

The following minimum and maximum annual salaries are hereby established for the following positions for fiscal year 201~~89~~⁸⁹ - 20~~1920~~¹⁹²⁰:

Fire Captain / EMT	\$ 58,334 – 83,335
Fire Captain / Paramedic	\$ 64,814 – 89,815
Shift Commander/Battalion Chief / EMT	\$ 58,334 – 83,335
Shift Commander/Battalion Chief / Paramedic	\$ 64,814 – 89,815
Lieutenant / EMT	\$ 49,585 – 70,836
Lieutenant / Paramedic	\$ 56,065 – 77,316
Engineer / EMT	\$ 42,149 – 60,212
Engineer / Paramedic	\$ 48,629 – 66,692
Firefighter / EMT	\$ 35,826 – 51,949
Firefighter / Paramedic	\$ 42,306 – 58,429

Unit members who are promoted to the rank of Engineer, Lieutenant, Captain, or Shift Commander shall be paid an amount equal to 5% above their existing salary OR the minimum salary of new position salary range set forth above, whichever is greater. Employees who are hired from outside the Tavares Fire Department to fill a vacancy in the rank of Engineer, Lieutenant, Captain, or Shift Commander shall be paid within the range provided for that position, as set forth above.

Effective October 1, 201~~89~~⁸⁹, payable at such time as these changes become effective for all city employees, all bargaining-unit members shall receive the following:

- Cost of Living Adjustment of ~~five~~ ^{five three point seventy-five} percent (~~53.75~~^{53.75}%).

- Merit increase of zero percent (0%).
- Bargaining-unit members agree to the insurance premium adjustments equal to those paid by general city employees.
- Both parties agree to address wage “compression” issues over the next year with the target of correcting these issues in the contract negotiation for the 2020-2021 CBA.
- Both parties agree to set a target date of February 2020 to begin negotiations for the 2020-2021 CBA.
- Both parties agree that changes generated from the current negotiation, for the 2019-2020 CBA are effective retroactively to October 1, 2019.

Wages shall be reopened, at the discretion of the Union, for negotiation for fiscal year 2020-2021.

Paramedic Incentive

Unit members covered by this agreement who maintain a current Florida certification of “Paramedic” as issued by the State of Florida, Department of Health, and are approved by the Medical Director of Lake E.M.S. to practice as a Paramedic under his/her license, and maintain that approval, shall be paid an additional \$ 2.50 per hour.

ARTICLE 38

Duration of Agreement

Except as otherwise provided in this Agreement, this Agreement shall take effect upon approval of both parties and shall continue in full force until September 30, 2018²¹. **

**AGENDA SUMMARY
TAVARES CITY COUNCIL
11/20/2019**

AGENDA TAB NO.: 15

SUBJECT TITLE: Ice Vending Machine Services (Public Works)

OBJECTIVE:

Determine if Council would like to pursue a Request For Proposal (RFP) for ice vending machine services to be located near the boat ramps at Wooton West and Tavares Recreational Park (TRP).

SUMMARY:

The City of Tavares has received an inquiry to have ice vending machines installed near two (2) of our City boat ramp locations; Wooton West and Tavares Recreational Park (TRP). Should Council wish to consider pursuing a Request For Proposal (RFP) for ice vending machine services, the following factors will need to be considered:

- To support this type of service, it would be necessary for the City to have the proper electrical and water infrastructure engineered and installed to operate the equipment.
- Implementing best management practices, operating procedures will need to be developed and associated costs for all future operations, supplies, utilities, maintenance, and repairs shall be identified for budgeting purposes.
- Tavares Recreational Park (TRP) is owned by the State of Florida and the City of Tavares has a fifty (50) year lease agreement effective June 12, 1991, through June 11, 2041, for the management of the property. Prior to any alteration of the premises or change in use, a written request shall be submitted to the State and receipt of their written approval is required.

The aesthetics, security, lighting, and health standards will need to be addressed including but not limited to midge attraction/infestation, and certifications of safe and consumable ice.

OPTIONS:

1. Council chooses to discuss pursuing a Request For Proposal (RFP) for ice vending machine services to be located near the boat ramps at Wooton West and Tavares Recreational Park (TRP).
2. Council does not choose to discuss pursuing a Request For Proposal (RFP) for ice vending machine services to be located near the boat ramps at Wooton West and Tavares Recreational Park (TRP).

STAFF RECOMMENDATION:

Council to discuss and provide staff direction.

FISCAL IMPACT:

No Fiscal Impact at this time.

LEGAL SUFFICIENCY:

Approved.

RQW

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

Tavares Rec Park 50-Year Lease Agreement State of Florida to City of Tavares

ATTACHMENTS:

Description	Type
Tavares Rec Park 50-Year Lease Agreement State of Florida to City of Tavares	Cover Memo

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

LEASE AGREEMENT
CITY OF TAVARES, RECREATION AREA

Lease No. 3906

THIS LEASE AGREEMENT, made and entered into this 12th
day of June 1991, between the BOARD OF TRUSTEES OF
THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
hereinafter referred to as "LESSOR," and the CITY OF TAVARES,
hereinafter referred to as "LESSEE."

LESSOR, for and in consideration of mutual covenants and
agreements hereinafter contained, does hereby lease to said
LESSEE the lands described in paragraph 2 below, together with
the improvements thereon, and subject to the following terms and
conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities
and obligations herein shall be exercised by the Division of
State Lands, Department of Natural Resources.

2. DESCRIPTION OF PREMISES: The property subject to this
lease, is situated in the County of Lake, State of Florida and is
more particularly described in Exhibit A attached hereto and
hereinafter referred to as the "leased premises".

3. TERM: The term of this lease shall be for a period of
fifty (50) years commencing on June 12, 1991 and ending on
June 11, 2041 unless sooner terminated pursuant to the provisions
of this lease.

4. PURPOSE: The LESSEE shall manage the leased premises
only for the establishment and operation of a public recreational
facility, along with other related uses necessary for the
accomplishment of this purpose as designated in the Management
Plan required by paragraph 8 of this lease.

5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have
the right of ingress and egress to, from and upon the leased

premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.

6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.

7. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

8. MANAGEMENT PLAN: LESSEE shall prepare and submit a Management Plan for the leased premises, in accordance with Chapters 18-2 and 18-4, Florida Administrative Code, within 12 months of the effective date of this lease. The Management Plan shall be submitted to LESSOR for approval through the Division of State Lands. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Management Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the leased premises. The Management Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit application, design or building contracts, until the Management Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Management Plan shall emphasize the original management concept as approved by LESSOR on the effective date of this lease which established the primary public purpose for which the leased premises are to be managed. The approved Management Plan shall

provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR at least every five (5) years. LESSEE shall not use or alter the leased premises except as provided for in the approved Management Plan without the prior written approval of LESSOR. The Management Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

9. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of LESSOR. Any easement not approved in writing by LESSOR shall be void and without legal effect.

10. SUBLEASES: This agreement is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

11. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures, improvements, and signs shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR as to purpose, location and design. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

13. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and

fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than \$100,000.00 per occurrence and \$200,000.00 per accident for personal injury, death, and property damage on the leased premises. Such policies of insurance shall name LESSOR, the State of Florida and LESSEE as co-insureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Land Management Services, Division of State Lands, Department of Natural Resources, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Insurance Commissioner, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage, and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

14. INDEMNITY: LESSEE hereby covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, save and hold harmless the State of Florida and LESSOR from any and all claims, actions, lawsuits and demands of any kind or nature arising out of this lease to the extent provided by law.

15. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities that accrue

to the leased premises or to the improvements thereon, including any and all ad valorem taxes and drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises.

16. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

17. TIME: Time is expressly declared to be of the essence of this lease.

18. NON DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

19. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.

20. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purpose of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE named herein shall be fully compensated for any and all damages that might result to the leasehold interest of said LESSEE by reason of such exploration and recovery operations.

21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR

all financial and other records relating to this lease, and LESSOR shall have the right to either audit such records at any reasonable time or require the submittal of an annual independent audit by a Certified Public Accountant during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

22. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the condition of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

23. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

24. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: Department of Natural Resources
Division of State Lands
Bureau of Land Management Services
3900 Commonwealth Boulevard
Tallahassee, Florida 32399

LESSEE: City of Tavares
201 East Main Street
Tavares, Florida 32778

25. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such

breach within sixty (60) days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty (60) days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises and attorneys' fees or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

26. DAMAGE TO THE PREMISES: LESSEE agrees that it will not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises, any act which may result in damage or depreciation of value to the leased premises, or any part thereof. LESSEE shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents used or produced in LESSEE'S operations, on the leased premises or on any adjacent state land or in any manner not permitted by law.

27. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to LESSOR and the Bureau of Land Management Services, Division of State Lands, Department of Natural Resources, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399 at least six (6) months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all improvements, including both physical structures and modifications to the leased premises shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The

decision to retain any improvements upon termination or expiration of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the Division. If the improvements, do not meet all conditions as set forth in paragraphs 19 and 35 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

28. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.004(1)(d), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the leased premises.

29. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

30. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

31. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapters 18-2 and 18-4, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate

measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

32. SOVEREIGNTY SUBMERGED LANDS: This Lease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

33. DUPLICATE ORIGINALS: This lease is executed in duplicate originals each of which shall be considered an original for all purposes.

34. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

35. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, keeping the leased premises free of trash or litter, maintaining all planned improvements as set forth in the approved Management Plan, meeting all building and safety codes in the location situated and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease.

36. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

37. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

38. SPECIAL CONDITIONS: The following special conditions shall apply to this lease.

- A. Should the Florida Department of Transportation ("FDOT"), at any time, need any of the property leased hereby for expansion of State Road 500, or

for any other transportation purpose, the LESSEE, by acceptance of this lease, hereby agrees to release to the LESSOR, upon the FDOT's request, any of the property leased hereby. LESSOR hereby reserves the right for the FDOT to enter on the land and use it for said purposes, without any liability to LESSEE, at any time, upon notice to LESSEE.

- B. This lease is subject to, and shall operate as a reservation by the FDOT of, the right to maintain the flow of water from State Road 500 across the property leased hereby. LESSEE agrees that it shall not obstruct the flow of water and grants to the FDOT the right to enter the property, without notice to LESSEE, and without liability on the part of FDOT, to remove and obstruction to the flow of water.
-

EXHIBIT A

LEGAL DESCRIPTION OF THE LEASED PREMISES

The following described property located in Lake County, Florida:

That part of Section 30, Township 19 South, Range 26 East,
described as follows:

Commence on the center line of survey of State Road 500, Section 11010, at the point of intersection with the West line of said Section 30, said point being 191.95 feet South of the Northwest corner of said Section 30 (Southwest corner of said Section 19), and run South $73^{\circ}06'06''$ East along said center line, 2,947.86 feet, thence North $16^{\circ}53'54''$ East, 120 feet for a Point of Beginning; From said Point of Beginning continue North $16^{\circ}53'54''$ East, 500 feet; thence South $73^{\circ}06'06''$ East, 1,050 feet, thence South $16^{\circ}53'54''$ West, 500 feet, thence North $73^{\circ}06'06''$ West, 1,050 feet to the Point of Beginning; Containing 12.07 acres (525,000 square feet), more or less.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

(SEAL)

Cathy Watkins
Witness

Dorothy B. Bolger
Witness

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

By: [Signature] (SEAL)
DIRECTOR, DIVISION OF STATE
LANDS, DEPARTMENT OF NATURAL
RESOURCES

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this
12th day of June, 1991, by Percy W. Mallison, Jr.,
as Director, Division of State Lands, Department of Natural
Resources.

[Signature] (SEAL)
NOTARY PUBLIC

My Commission Expires: My Commission Expires July 25, 1993
Approved as to Form and Legality

By: William C. [Signature]
DNR Attorney

Mary Ann Carey
Witness

Mary B. Fielohing
Witness

CITY OF TAVARES

By: [Signature] (SEAL)

Its: Council President

Attest: [Signature]

Its: City Attorney

"LESSEE"

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this
2ND day of MAY, 1991, by SANFORD A. MINKOFF as
COUNCIL PRESIDENT.

Mary B. Fielohing (SEAL)
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 11, 1993
BONDED THRU AGENT'S NOTARY BROKERAGE

**AGENDA SUMMARY
TAVARES CITY COUNCIL
11/20/2019**

AGENDA TAB NO.: 16

SUBJECT TITLE: Horizon Teams and Board Representation (City Administrator)

OBJECTIVE:

To discuss city representation on Staff Horizon Teams and Boards.

SUMMARY:

The City Administrator has identified staff teams who work on projects that are off into the future/horizon - "Staff Horizon Teams" (see attachment). Staff conducts research on the subject matter and brings to the City Administrator that research after which the Administrator may bring to Council from time to time that research for Council's benefit and further discussion and/or action. The City Administrator invites one Council member to join the "Staff Horizon Team" and attend research meetings on occasion for those "Horizon Teams" a Council member has a particular interest in. Attached is a listing of those staff teams and Council is provided an opportunity to discuss/change representation on those staff teams.

In addition, attached is a listing of various boards and Council is also provided the same opportunity.

OPTIONS:

1. Discuss representation on both the Staff Horizon teams and Boards.
2. Receive the information and discuss at the next meeting.

STAFF RECOMMENDATION:

Discuss representation on both the Staff Horizon teams and Boards

FISCAL IMPACT:

Some meetings may have "working lunches" or other incidental costs associated with them.

LEGAL SUFFICIENCY:

yes

ATTACHMENTS AVAILABLE TO THE PUBLIC UPON REQUEST:

N/A

ATTACHMENTS:

Description

2019-2020 Staff Horizon Teams and Board Representation

Type

Exhibit

2019-2020 Staff Horizon Teams and Board Representation

Staff Horizon Teams

Special Events Project Team (L. Pfister / B. Tweedie)
Woodlea Sports Park Complex (**VACANT**/T. Rogers)
Economic Development (**VACANT**/B. Tweedie)
Sister City Program (L. Pfister/J. Drury)
Library Expansion (L. Pfister/T. Rogers)
Public Works Complex (A. Boggus/J. Dillon)
Comprehensive Plan Update (T. Singer/M. Fitzgerald)
Historical Society Building (A. Boggus/T. Rogers)
S.R. 19/561 and 448 Corridors(Stevenson /M. Fitzgerald)
West Main Street Gateway (A. Boggus/M. Fitzgerald)
Race Relations (Singer/Alternate Stevenson/S. Lubins)
N/S City Gateways (St. Clair and Sin Clair) (Boggus/ J. Dillon)
Tavares/Mount Dora/YMCA Trail (**VACANT**/J. Dillon)
Seaplane Base re-build (Singer/B. Tweedie)
Emergency Preparedness/Public Safety Horizon Team (Boggus/R. Keith)
Wooton Wonderland Rebuild (**VACANT**/James Dillion)

Board Representatives

Florida League of Cities Legislative Committees

Phil Clark – Environment & Energy Council
Mike Fitzgerald – Transportation & Intergovernmental
Lori Houghton – Finance & Taxation

Lake Community Action Agency – 4th Wed. at 7 p.m.

Roy Stevenson – Representative

Lake County Library Advisory Board – 3rd Thursday at 5 p.m.

Norma Emerson – Representative
Amanda Boggus - Alternate

Lake County League of Cities – 2nd Friday at 11:30 a.m.

Troy Singer Representative **VACANT** - Alternate

Lake County League of Cities - Solid Waste Advisory Committee

Lori Houghton – Representative

Lake County Water Alliance Technical Committee

Phil Clark – Representative

Metropolitan Planning Organization

Roy Stevenson – Governing Board Member
Troy Singer - Alternate

Metropolitan Planning Organization – Technical Advisory Committee

Antonio Fabre – Representative

Metropolitan Planning Organization – Bicycle/Pedestrian Committee

VACANT - Representative

Metropolitan Planning Organization – Citizens Advisory Committee

TJ Fish – Representative

YMCA – GOLDEN TRIANGLE ADVISORY BOARD

John Drury - Representative

Tavares Chamber of Commerce

Troy Singer & Bob Tweedie –
Representatives

School Concurrency Committee Annual Meeting

Troy Singer – Representative

Mike Fitzgerald – School Concurrency Technical Advisory Committee

**AGENDA SUMMARY
TAVARES CITY COUNCIL
11/20/2019**

AGENDA TAB NO.: 17

SUBJECT TITLE: Tavares Historical Society

OBJECTIVE:

For the Tavares Historical Society to present a historical perspective.

SUMMARY:

The Tavares Historical Society will present a historical perspective.

OPTIONS:

1. Receive the Tavares Historical Society perspective.
2. Do not receive the Tavares Historical Society perspective.

STAFF RECOMMENDATION:

Option 1. Receive the Tavares Historical Society perspective.

FISCAL IMPACT:

None.

LEGAL SUFFICIENCY:

Legally sufficient.

**AGENDA SUMMARY
TAVARES CITY COUNCIL
11/20/2019**

AGENDA TAB NO.: 18

SUBJECT TITLE: City Administrator Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY:

The City Administrator will provide a summary at the meeting.

UPCOMING MEETINGS:

City Council Regular Meeting	December 4, 2019 – 4 pm – City Council Chambers
Library Board	December 18, 2019 – 2:30 pm – Tavares Library Conference Room
Planning and Zoning Board	November 21, 2019 – 3 pm – City Council Chambers
Code Enforcement Hearing	January 28, 2020 – 5 pm – City Council Chambers

UPCOMING EVENTS:

Tavares Christmas Parade & Celebration	December 7, 2019 – Wooton Park and Downtown Tavares –Parade begins at 5 pm
Crappie USA Fishing Tournament	January 11, 2020 – Details Pending
Tavares Arbor Day Event	January 18, 2020 – Details Pending
African American Heritage Festival	February 1, 2020 – Details Pending
Planes, Trains & BBQ	February 29, 2020 – Details Pending
Dragon Boat Races	March 7, 2020 – Details Pending

OUTSIDE AGENCY MEETINGS:

Lake County League of Cities	November 22, 2019 – 12-1:30 pm - Lake Receptions – Speakers; Lake Sumter MPO, The Commercial Contractors Assoc. of Lake and Sumter Counties
Lake Sumter MPO Executive Board Meeting	December 11, 2019 - 2 pm – 225 W. Guava Street, Lady Lake
Tavares Chamber Business Luncheon	November 27, 2019 – 11:30 am – Tavares Civic Center, 100 E Caroline Street, Tavares

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

N/A

**AGENDA SUMMARY
TAVARES CITY COUNCIL
11/20/2019**

AGENDA TAB NO.: 19

SUBJECT TITLE: City Council Member Reports

OBJECTIVE:

To inform Council on city related matters.

SUMMARY:

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

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

LEGAL SUFFICIENCY:

N/A