MOUNT DORA CITY COUNCIL MEETING
November 19, 2013 – 6:00 p.m.
City Hall Board Room located at 510 N Baker Street

AGENDA

CALL TO ORDER:
INVOCATION:
PLEDGE OF ALLEGIANCE:
ROLL CALL:
PUBLIC APPEARANCES (6:00 - 6:30 p.m.)
ADJUSTMENTS TO AGENDA

SWEARING-IN OF COUNCIL MEMBERS FOLLOWING ELECTION

1. Acceptance of Certified Election Results from November 5, 2013
2. Swearing-in of Council Members–Elect
4. Nomination and Election of Vice Mayor per City Charter

PRESENTATIONS

1. Presentation of Scottish Tartan

CONSENT AGENDA

1. Approval to waive the RFQ process and authorize a contract with ECO Sciences, LLC, BioSolids Solar Drying Pilot Project
2. Approval of Annual Food for Fines Program at the Library
3. Approval to pay 2105 Dogwood Circle Stormwater Construction Lien
4. Approval of Forklift Replacement
5. Approval of City Council meeting minutes dated November 5, 2013
PUBLIC HEARINGS

ORDINANCES

1. Second Reading and Adoption Ordinance 2013-20, Land Development Code Amendment

RESOLUTIONS

1. Approval of Resolution 2013-28; Requesting Participation in Tavares/Lake County Negotiations for an Interlocal Service Boundary Agreement (ISBA)

COUNCIL CONSIDERATION/DISCUSSSION OF DEPARTMENTAL TOPICS

CITY MANAGER

1. City Manager Work Plan Fiscal Year

PLANNING & DEVELOPMENT

1. Discussion of Donnelly Street Construction Project

BOARD APPOINTMENTS

CITY ATTORNEY INFORMATION/REPORTS

OTHER BUSINESS

MEETING NOTICES

ADJOURNMENT

NOTICE: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person 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.

NOTICE: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Gwen Johns, City Clerk, no later than seven (7) days prior to the proceedings. Telephone (352) 735-7126 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

NOTICE: In accordance with a policy placed by the City Council of the City of Mount Dora, citizens are advised that the City Council may take action and vote on any item that is brought up at a City Council Meeting.
DATE: November 19, 2013
TO: Mayor and City Council
FROM: Mike Quinn, City Manager
VIA: John A. Peters, III, PE, Interim Director of Public Works & Utilities
RE: Biosolids Solar Drying Pilot Project
     Award of Contract to ECO Sciences, LLC

Recommendation: To waive the RFQ process and authorize a Contract with ECO Sciences, LLC

References/Support: None

Background/Information:

The City of Mount Dora recently completed a study on the feasibility of solar drying of biosolids as an alternative to our current methods that involve compensating a contractor to remove and treat the biosolids produced at our two wastewater treatment plants. While the study by McKim and Creed showed that traditional solar drying methods are marginally cost effective, staff recommended that the City of Mount Dora include funding in the current budget to pursue a Pilot Project utilizing more efficient and partially patented method to dry biosolids from approximately 6 percent solids to 95 percent solids. An added benefit of the patented method developed by ECO Sciences, LLC is the classification of the biosolids as a Class AA fertilizer, thus eliminating all disposal cost and possibly creating revenue. For the sake of full disclosure, the principal of ECO Sciences, LLC is former Director of Public Works and Utilities, Gary Hammond.

Staff in consultation with the City Attorney have drafted the attached Contract with ECO Sciences, LLC that will require individual Scopes of Services be negotiated and approved as the project moves forward. In addition, staff and the City Attorney believe that this contract as drafted removes any concerns regarding a conflict of interest by Mr. Hammond by acknowledging that the McKim and Creed report found Solar Drying of Biosolids is a viable alternative and the contract language discusses that any patented process will be provided to the City at cost with no markup.

Funding:
This project will be funded from the Water and Sewer Fund Capital Projects account.
Attachments:
Contract with ECO Sciences, LLC
AGREEMENT FOR PROFESSIONAL SERVICES
FOR
PROFESSIONAL CONSULTANT SERVICES – BIOSOLIDS PILOT PROJECT

This AGREEMENT, made effective as of this ______ day of November, 2013, between the City of Mount Dora (hereinafter referred to as “Owner”), whose mailing address is:

1250 N. Highland Street
Mount Dora, FL 32757

And ECO Sciences, LLC (hereinafter referred to as “Consultant”), whose mailing address is:

39829 County Road 452
Leesburg, FL 34788

WITNESSETH:
Whereas Owner desires to employ the services of Consultant to perform the hereinafter described services, Professional Consultant Services – Biosolids Solar Drying Plant (hereinafter referred to as the “Project”).

AND WHEREAS Consultant desires to be so employed.

AND WHEREAS, the Agreement shall commence upon the above effective date of this Agreement and shall be effective and extended until the services described are completed.

AND WHEREAS, the owner will issue a Request for Proposal to hire a consultant engineer (“Consultant Engineer”) who will develop plans as required for all regulatory permits associated with this project.

AND WHEREAS, upon expiration of this Agreement, no additional services may be negotiated under this Agreement, excepting services that are already in process but not completed shall continue to be governed by the terms of this Agreement until their completion.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, the parties agree as follows:

1. Scope of Services:
   a. The nature, scope and schedule of Basic Service to be performed by Consultant hereunder, to the satisfaction of Owner, shall be as follows:
      1. Work with the owner’s Consultant Engineer to evaluate all odors at the Wastewater Plant before and after operation of the bio-solids facility.
      2. Work with owner and the owner’s Consultant Engineer to determine the layout of the components including the greenhouse, bio-filter and patented SolarOrganite pasteurization process. Provide technical recommendations as necessary to ensure a workable site plan is developed.
      3. Assist the Consultant Engineer with securing all necessary permits.
      4. Assist the Consultant Engineer with the Bio-filter evaluation and design.
      5. Once a workable site plan is developed, Consultant will assist in the construction of the pilot plant including all site clearing, concrete work, greenhouse construction, solar panel framing, bio-filtration and pasteurization panels. The pasteurization panels will utilize the patented SolarOrganite TM Panels. All panels will be purchased from Consultant at cost with no markup fees.
      6. Once plant is constructed, Consultant will work with the Consultant Engineer to verify that the plant is operating successfully and producing the Class AA fertilizer that meets all state and federal requirements. Determining whether the process is working will be primarily the Consultant Engineer’s responsibility, but the Consultant will assist whenever needed.
      7. Consultant to provide equipment rental as needed to turn/move/load the biosolids material.
8. **Consultant** to work with **Consultant Engineer** to implement changes to the process, if necessary, to increase efficiency and reduce the amount of processing time needed provided it does not infringe on the patented SolarOrganite process or other patented processes.

9. Consultant will work with the Owner and the Consultant Engineer to evaluate all odors at the Waste Water Treatment Plant #2 before and after the SolarOrganite Facility is operational.

10. **Consultant** to provide operator training including safety and operational procedures.

11. **Consultant** to set-up proper daily forms and logbook for operations that the operators will continue to use when the plant is under normal operation.

12. **Consultant** will periodically monitor operation of the Project for a period of one year.

13. **Consultant** will file all necessary paperwork with the Florida Department of Agriculture for the SolarOrganite TM fertilizer license.

14. **Consultant** will file all necessary reports to FDEP as required.

A breakdown of fees proposed for the work showing, at a minimum the hours spent on each task within the Scope. This requirement shall be met regardless of compensation method for the Specific Authorization. Other billable amounts, such as sub-consultants, reimbursable, etc. shall be explicitly shown on the breakdown.

A schedule for work and completion of the Specific Authorization shall be as detailed as reasonably necessary so that Owner can balance workloads for City staff as well as other consultants. The Owner may, based on the nature of the Specific Authorization, require the schedule to be submitted in electronic form (Microsoft Project or as otherwise specified).

b. The Owner’s policy is that the Scope of Services will generally reflect a turnkey approach to the project; the Basic Services to be provided by the consultant should include all Consultant and sub-consultant services required to complete the assigned project.

c. Owner may authorize Consultant in writing to perform certain Additional Services, in which event Consultant shall perform services in connection with Specific Authorization that are outside the scope of those set forth above. Any such Additional Services shall be governed by the provisions of this Agreement, unless otherwise set forth in writing and signed by Owner and Consultant.

2. **Time for Completion:***

   a. Consultant shall commence its Basic Services as aforesaid upon the execution of the Specific Authorization and issuance of a City Purchase Order and shall complete the same in accordance with a negotiated and approved schedule set forth in an exhibit attached thereto and incorporated therein by reference which shall form the basis for establishing Consultant’s performance and attainment of project milestones. It is understood that influences beyond the control of the Consultant or Owner may affect the approved schedule; however, it is incumbent upon both parties to notify the other in writing of any such influences that will affect the schedule as soon as known, and to negotiate a revised schedule, if necessary. In the absence of such negotiated and mutually approved revisions, the most recent approved schedule and milestones shall prevail.

b. Neither the Owner nor the Consultant shall be liable for failure to perform its obligations under this Agreement due to any circumstances beyond its reasonable control such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes and governmental laws, ordinances, rules or regulations. The Owner or the Consultant may suspend performance under this Agreement as a result of a force majeure event without being in default under this Agreement provided, however, that upon removal of such force majeure, the Owner or the Consultant, as the case may be, shall resume performance as soon as reasonably possible. The affected party shall provide written notifications of the force majeure event and the removal of the force majeure to the other party for the purposes of mutual consent and documentation.

c. Consultant shall accelerate performance if directed by Owner after Owner determines that acceleration is necessary to maintain the Schedule. If acceleration is required as a result of delays caused in whole by Consultant, acceleration shall be at no cost to Owner. If acceleration is required as a result of delays or factors not caused by Consultant, such accelerations shall be compensated as an Additional Service only to the extent that additional cost are required by the accelerated schedule.

d. The Consultant shall be responsible for managing the professional services schedule and ensuring compliance with established milestones. Consultant shall issue an informal weekly project update by e-mail or other suitable method for each assigned project that annotates progress, complete and incomplete tasks, and causes
of any schedule slippage. For each milestone, Owner may retain ten percent (10%) retainage for that milestone as a penalty for failing to meet the milestone deadline. Failure by Owner in whole to meet agreed review milestone(s) shall automatically result in an extension of Consultant’s completion date equal to the length of Owner’s delay.

e. It is the obligation of the Consultant to notify Owner of actions of the Owner that will result in delay or additional cost or expense. Failure to promptly notify Owner within ten (10) days shall result in the Consultant not being able to assert that Owner was the source of such delay. Any change, deletion, modification or additional work requested by Owner, which will result in any delay or additional expense, must be noticed to Owner immediately.

3. **Quality Control / Quality Assurance Program:**
   a. Consultant shall furnish to Owner one copy of the Consultant’s QA / QC Program for any and all Specific Authorizations prior to commencement of any work or issuance of any Specific Authorizations. The QA / QC program shall apply for the life of this Agreement and shall address work by sub-consultants. Consultant shall promptly issue to the Owner any updates or revision to the QA / QC program.
   
b. With each major milestone submittal, Consultant shall submit a written statement signed by the Consultant’s Project Manager and contract Principal-In-Charge that the work being submitted was prepared in accordance with the Consultant’s QA / QC program.
   
c. If merited by a Specific Authorization, an enhancement and / or clarification of Consultant’s QA / QC Program as it relates to the work at hand may be required prior to commencement of any work or issuance of the Specific Authorization. Consultant shall notify the Owner of the potential need for such enhancement and / or clarifications as part of the written narrative for the Specific Authorization.

4. **Fees:**
   a. The **Owner** shall pay to the **Consultant**, for its Basic Services as set forth in this agreement, and in each Specific Authorization fees based upon a cost plus, not-to-exceed based on an hourly rate of Consultant’s personnel as set forth in Exhibit 1 attached hereto and incorporated herein by reference.
   
b. Hourly rates are set at $85.00 per direct billable hour and shall remain fixed for all Specific Authorizations negotiated from the inception of this Agreement running through the completion of any such Specific Authorizations.
   
c. The Owner shall purchase the patented SolarOrganite TM panels at the agreed upon price of $750.00 each plus shipping. No royalty or intellectual property rights fees for the Project and any future expansion of the project at the City’s wastewater plant #2 site will be charged by the **Consultant**.
   
d. Charges for reimbursable expenses and sub-consultant services shall be without surcharge. Nothing in this paragraph shall be construed as to disallow reasonable charges by Consultant for managing the work of its sub-consultants.
   
e. Progress payments shall be made monthly based upon the percentage of services completed plus reimbursable expenses. Consultant shall invoice Owner on a monthly basis for services rendered during the preceding month plus Reimbursable Expenses. Invoices shall reflect ten percent (10%) retainage by the Owner of fees due for which milestones have not yet been achieved, if applicable. When milestones are complete, the next invoice shall reflect a reduction in retainage suitable for the milestone(s) completed.
   
f. Invoices shall include at a minimum: City Purchase Order Number, Project Number (if applicable), City Contract Number, and the date of the invoice on the top of each page. Each invoice shall clearly identify the billing period, and provide a brief descriptive summary of services performed for the period covered by the progress payment. Copies of relevant documentation must support reimbursable expenses and sub-consultant fees. No payment shall be made in the absence of required supporting documentation. Owner shall furnish a suitable template for invoicing.
   
g. Owner shall pay each invoice amount (or uncontested portion thereof) within 30 days following receipt of each invoice.
   
h. Consultant shall be compensated for any Services beyond those set forth herein as Additional Services, in such amount as the parties shall mutually agree in advance, such amounts to be invoiced and paid in accordance with the terms described herein; provided, however, that Consultant shall not be entitled to compensation for Additional Services unless Consultant has obtained prior written authorization of Owner to perform the same.
i. Owner retains the right to reduce any portion of Consultant’s Scope of Services as set forth herein. In such event, Owner shall be entitled to a proportionate reduction to the fee.

j. All invoices will be submitted in one (1) original and two (2) complete copies and be submitted to the following address:

City of Mount Dora

City Requesting Department (as indicated on City Purchase Order)
Attn: Name of City Project Manager
1250 N. Highland Street
Mount Dora, Florida 32757

5. Books and Records:

a. Consultant shall maintain comprehensive books and records relating to any Services performed under this Agreement, which shall be retained by Consultant for a period of at least fifteen (15) years from and after the completion of any Services hereunder. Owner, or its authorized representatives, shall have a right to audit such books and records at all reasonable times upon prior notice to Consultant.

6. Ownership of Documents:

a. Title to all plans, drawing, specifications, ideas, concepts, designs, sketches, models, programs, software, reports or other tangible work product produced by Consultant pursuant to this Agreement shall be and remain the sole and exclusive property of Owner when produced.

b. Consultant shall deliver all such original work product to Owner upon completion thereof unless it is necessary for Consultant, in Owner’s sole discretion, to retain possession for a longer period of time. Unless early termination of Consultant’s services hereunder, Consultant shall deliver such original work product whether complete or not. Owner shall deliver all such original work product whether complete or not. Owner shall have all rights to use and all work products. Consultant shall retain copies for its permanent records, provided the same are not used without Owner’s prior express written consent. Consultant agrees not to recreate any designs, or any other tangible work product contemplated by this Agreement, or portions thereof, which is constructed or otherwise materialized, would be reasonably identifiable with the tangible work product produced by Consultant pursuant to this agreement or the project. If Owner modifies Consultant’s original work product or uses Consultant’s work product for any purpose other than its original intended purpose, the Owner must remove all references to the Consultant, and the Consultant shall have no liability to Owner for any such modifications or use.

c. Owner exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for Owner as the author, creator, or inventor thereof upon creation, and Owner shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Consultant hereby assigns to Owner any and all rights Consultant may have including without limitations, the copyright, with respect to such work. Consultant acknowledges that Owner is the motivating factor for, and for the purpose of copyright or patent has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

7. Confidentiality of Material:

a. Consultant may, during the course of its engagement hereunder, have access to, and acquire knowledge of or from, materials, data, strategies, systems or other information relating to the Project or Owner, or its parent, affiliated, or related agencies, which may not be accessible or known to the general public. All such knowledge acquired by Consultant shall not be used, published or divulged by Consultant to any other person, firm or corporations, or in any advertising or promotion regarding Consultant or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion. Any confidentiality issues which may arise as matters of compliance with public records laws shall immediately be referred to the City Clerk, which shall serve as the Owner’s sole authority in such matters.

8. Insurance and Indemnification:

a. Consultant shall, throughout the performance of its services pursuant to this Agreement, maintain insurance coverage and limits as specified in the Request for Proposal (RFP) document.
b. Certificates of Insurance shall be provided at least annually or upon request by the Owner. Owner reserves the right to require modification of coverage amounts when necessary for individual Specific Authorizations; any required changes should be negotiated with each Specific Authorization of the Owner’s Risk Manager shall be the Owner’s sole authority for determination of required coverage. In the event of any cancellation or reduction of coverage, the consultant shall obtain substitute coverage as required hereunder, without any lapse of coverage to Owner whatsoever.

c. Consultant shall indemnify and hold Owner and its officers, directors, agents, or employees harmless from and against any and all claims, demand, suits, judgments, losses, or expenses of any nature whatsoever (including reasonable attorney’s fees through appeal) to the extent that they arise from or out of any negligent or reckless act or omission of Consultant, its officers, directors, agent or employees or to the extent that they arise from any intentional wrongful misconduct of the Consultant, its officers, directors, agents or employees, the parties specifically agreeing that intentional misconduct includes, but is not limited to, any failure of Consultant, its employees, officers, directors or agents to perform its services hereunder in accordance with generally accepted professional standards or any negligent acts of Consultants, its officers, directors, agents or employees in performing its obligations hereunder. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

9. Representation:
   a. Consultant hereby represents to Owner that it has the experience and skill to perform the services required to be performed by it hereunder; that it shall design to and comply with all applicable federal, state and local laws and codes, including, without limitations, all professional registration requirements (both corporate and individual for all required basic disciplines); that it shall perform said Services in accordance with generally accepted professional standards, in the most expeditious and economical manner, and consistent with the best interest of Owner; that it is adequately financed to meet any financial obligations it may be required to incur hereunder; and that the designs, plans, drawings, specifications or other work product of Consultant shall not call for the use of nor infringe on any patent, trademark, service mark, copyright or proprietary interest claimed or held by any person or business entity absent prior written consent from Owner.

10. Determination of Disputes:
   a. Any disputes, difference claim or counterclaim between Owner and Consultant arising out of or in connection with this Agreement which cannot be amicably resolved by the parties through good faith negotiations shall first be submitted to nonbinding mediation for resolution. In the event these efforts are unsuccessful, the matter shall be submitted to the Circuit Court in and for Seminole County, Florida for trial and determination by the court sitting without jury. Said parties hereby consent to the jurisdiction of such court and to the service of process outside the State of Florida pursuant to the requirements of such court in any matter so to be submitted to it, and they expressly waive the right to a jury trial.

11. Suspension or Termination:
   a. Anything herein to the contrary notwithstanding, Owner shall, in its sole discretion and with or without cause, have the right to suspend or terminate this Agreement upon seven (7) days prior written notice to Consultant. In the event of termination, Owner’s sole obligation and liability to Consultant, if any, shall be to pay to Consultant that portion of the fee earned by it, plus any earned amounts for Additional Services, based on the percentage of services completed, through the date of termination, plus any Reimbursable Expenses incurred (to the extent these are expressly allowed herein).

12. Assignment:
   a. This Agreement is for the personal services of Consultant and may not be assigned by Consultant in any fashion, whether by operation of law, or by conveyance of any type including, without limitation, transfer of stock in Consultant, without prior written consent of Owner, which consent Owner may withhold in its sole discretion.

13. Notice:
   a. Notices required or permitted to be given hereunder shall be in writing, may be delivered personally or by mail, telex, cable or courier service and shall be deemed given when received by the addressee. Notices shall be addressed as follows.
b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered hereunder shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

c. Consultant shall provide e-mail capabilities for Consultant’s staff that allows Owner to exchange e-mail with specific employees and allows exchange of electronic files (ftp site to be provided for the transmission of large electronic files). Consultant shall establish and maintain a backup procedure for archiving and restoring all such electronic correspondence and files. No correspondence may be exchanged by e-mail that requires an original signature, seal, or which is a “final” version of any document, drawing, image or work product; all such correspondence shall be transmitted only in original, printed, sealed or written form as appropriate.

No e-mail correspondence shall include any material which is confidential, proprietary, or which is relevant to any litigation. All material transmitted by e-mail to Owner is subject to the broad Florida Public Records (Sunshine) Laws. The Owner’s City Clerk shall serve as the Owner’s authority for the purposes of compliance in this matter.

14. Promotion:
   a. Consultant shall acquire no right under this Agreement to use, and shall not use, the name of the Owner without Owner’s prior expressed written consent. This shall not preclude use of the Owner’s name as a professional reference.

15. Sub-Consultant / Separate Consultants:
   a. Any proposed Sub-Consultant shall be submitted to Owner for written approval prior to Consultant entering into an agreement with Sub-Consultant not announced in Consultant’s response to the RFP in the written proposal and/or oral presentation.
   b. Consultant shall coordinate the services and work product of any Sub-Consultants, and remain fully responsible under the terms of the Agreement. Consultant shall be and remain responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by Consultant or its Sub-Consultants. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in the designs, drawings, specifications, or other services produced pursuant to this Agreement.
   c. Any Sub-Consultant agreement shall reflect the terms of this Agreement and require the Sub-Consultant to assume performance of Consultant’s duties commensurately with Consultant’s duties to Owner under this Agreement, it being understood that nothing herein shall in any way relieve Consultant from any of its duties under this Agreement. Consultant shall require all Sub-Consultants as a condition of employment to execute an agreement for Professional Sub-Consultant Services that incorporates the elements attached hereto as Exhibit 3 and incorporated herein by reference.
   d. Consultant shall cooperate at all times with Owner, and cooperate and coordinate with and incorporate the work product of, any separate consultant in any fashion appropriate or necessary to facilitate the design and construction of any CIP Project within the CIP Project Budget and related schedule.
16. **Key Employees:**
   a. Owner has relied and hired Consultant, in part, because of the involvement of certain individuals employed by Consultant identified on Exhibit 4 attached hereto and incorporated herein by reference, and Consultant agrees that the persons listed on Exhibit 4 as Key Employees shall not be removed from the Project(s) without prior written consent of Owner.
   b. The Key Employees listed on Exhibit 4 shall include at a minimum: the Principal-In-Charge, the Consultant’s assigned Project Manager(s), and the Consultant’s assigned Project Engineer(s). Each specific authorization shall include a similar disclosure that identifies the Key Employees assigned for the Specific Authorization. Each Specific Authorization shall identify the Key Employee designated by the Consultant as the Owner’s point of contact for the Specific Authorization.

17. **Public Records:**
   a. Consultant shall keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service
   b. Consultant shall provide the public access to public records on the same terms and conditions that the public agency would provide and at the same statutorily authorized cost.
   c. Consultant shall ensure that exempt or confidential records are not disclosed except as authorized by law.
   d. Consultant shall meet all requirements for retaining public records and transferring public records at the contractor's cost upon contract termination.

18. **Governing Law:**
   a. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue for any dispute regarding this Agreement shall lie in Lake County, Florida.

19. **Miscellaneous Provisions:**
   a. If this Agreement contains any provisions construed to be unenforceable or unlawful by a court of competent jurisdiction, the same shall be deemed modified to conform to applicable law, or if this would cause an illogical or unreasonable result, such provision shall be stricken from this Agreement without affecting the binding force and effect of the Agreement or any of its other provisions, and both parties agree to attempt to negotiate an addendum to the Agreement that would resolve the stricken provision(s).
   b. Respecting the subject matter hereof, this Agreement contains the entire Agreement of the parties and their representatives and agents, and incorporates all prior understandings, whether oral or written. No change, modification or amendment, nor any representation, promise or condition, nor any waiver, to this Agreement shall be binding unless in writing and signed by a duly authorized officer of the party to be changed.
   c. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
   d. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Consultant form any and all claims, demands and causes of action for compensation for services, costs or expenses which Consultant may have against Owner in any way related to the subject matter of this Agreement. Neither the Owner’s review, approval or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable to Owner in accordance with law for all damages to Owner caused by Consultant’s performance of any of the services furnished pursuant to this Agreement.
   e. It is understood and agreed that Consultant is acting as an independent contractor in the performance of its services hereunder, and nothing herein contained shall be deemed to create an agency relationship between Owner and Consultant.
   f. The rights and remedies of Owner provided for under this Agreement are in addition to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.
CONSULTANT:

BY: ______________________________
   (Sign)

______________________________
   (Print)

TITLE: ______________________________

DATE: ______________________________

TAX ID #: ______________________________

CITY OF MOUNT DORA, FLORIDA:

BY: ______________________________
   (Sign)

______________________________
   (Print)

TITLE: Mayor

DATE: ______________________________

STATE TAX ID #: ______________________________

FEID #: ______________________________

Approved as to form and legality for use and reliance by the City of Mount Dora, Florida:

______________________________
   City Attorney

DATE: ______________________________
EXHIBIT 1
SCHEDULE OF RATES

The Consultant shall be compensated for the actual Services provided at the following hourly rates. The rates below include all labor cost, overhead and profit.
Reimbursable Expenses are legitimate expenses incurred by the Consultant in addition to fee for Basic and Additional Services for actual expenditures as expressly allowed under this Agreement.

REIMBURSABLE COST:
Reimbursable cost incurred internally shall be documented in a manner acceptable to the Owner (e.g. copy logs, etc.). The following are acceptable reimbursable items: Electrostatic Copies, Color Copies, Blue Print, and Incoming Faxes. Standard overhead costs that are not allowed as reimbursable expenses include, but are not limited to: Phone, Rent, Taxes, Office Supplies, Computer Cost, CADD Cost, Cost of Establishing and Maintaining a Web Site, etc.

INTERNAL:
All large (single cost over $50) printing, electrostatic copying, or plotting tasks shall be done by reproduction firms at competitive rates unless it can be shown that internal costs are less.

EXTERNAL:
Lodging expenses include the cost of the room plus applicable taxes. It does not include room service, recreation or any other direct charges to the room. Travel expenses require Owner’s prior written authorization. Travel expenses shall not exceed allowable amounts that are established for Owner’s employees, including per diem rates and mileage rates.
1. **Ownership of Documents**
   a. Title to all plans, drawing, specifications, ideas, concepts, designs, sketches, models, programs, software, reports or other tangible work product produced by Sub-Consultant pursuant to this Agreement shall be and remain the sole and exclusive property of Owner when produced.
   b. Sub-Consultant shall deliver all such original work product to Consultant for its delivery to Owner upon completion thereof or upon sooner termination of Sub-Consultant or Consultant’s services, but may retain copies thereof for its permanent records so long as the same are not used without Owner’s prior expressed written consent, which consent Owner may withhold in its sole discretion. Owner shall have all rights to use any and all work product. If Owner modifies sub-consultants original work product or uses Sub-Consultant’s work product for any purpose other than its original intended purpose, the Sub-Consultant shall have no liability to Owner for any such modification or use.
   c. Owner exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for Owner as the author, creator, or inventor thereof upon creation, and Owner shall have all rights therein including, without limitation, the right of reproduction. This provision shall be construed as and constitute a full assignment to Owner of any and all rights Sub-Consultant may have (if any) in this regard. The Sub-Consultant acknowledges that Owner is the motivating factor for, and for the purpose of copyright and patent has the right to direct and supervise the preparation of such copyrightable or patentable materials or design.

2. **Confidentiality of Material**
   a. Sub-Consultant may, during the course of its engagement hereunder, have access to, and acquire knowledge of or from, materials, data, strategies, systems or other information relating to the Project or Owner, or its parent, affiliated, or related agencies, which may not be accessible or known to the general public. Any such knowledge acquired by Sub-Consultant shall not be used, published or divulged by Sub-Consultant to any other person, firm or corporations, or in any advertising or promotion regarding Sub-Consultant or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion. Any confidentiality issues which may arise as matters of compliance with public records laws shall immediately be referred to the City Clerk, which shall serve as the Owner’s sole authority in such matters.

3. **Insurance and Indemnification**
   a. Sub-Consultant shall, throughout the performance of its services pursuant to this Agreement, maintain insurance coverage and limits as specified in the Request for Proposal (RFP) document.
   b. Certificates of Insurance (and copies of all policies, if required by the owner) shall be furnished to the Owner. In the event of any cancellation or reduction of coverage, the Sub-Consultant shall obtain substitute coverage as required hereunder, without any lapse of coverage to Owner whatsoever.
   c. Sub-Consultant shall defend (if required by Owner), indemnify and hold Owner and its officers, directors, agents, and employees harmless from and against any nature whatsoever (including reasonable attorney’s fees) to the extent that they arise from or out of: any negligent act or omission of Sub-Consultant, its officers, directors, agents or employees, any failure of Sub-Consultant to perform its services hereunder in accordance with generally accepted professional standards, any breach of Sub-Consultant’s representations as set forth in this Agreement or any other failure of Sub-Consultant to comply with the obligation on its part to be performed hereunder. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

4. **No Agency**
   a. It is understood and agreed that Sub-Consultant is acting as an independent contractor in the performance of its services, and nothing herein contained shall be deemed to create and agency relationship between the Owner and Sub-Consultant.
5. Governing Law:
   a. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

6. Third Party Beneficiary:
   a. Owner shall be a third party beneficiary of all obligations hereunder.

7. Termination:
   a. Sub-Consultant’s services may be suspended or terminated, with or without cause, by Consultant upon seven (7) days prior written notice to Sub-Consultant.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

CONSULTANT:       SUB_CONSULTANT:

BY: ______________________________   BY: ______________________________
(Sign)                              (Sign)
(Print)                             (Print)
TITLE: ______________________________    TITLE: ______________________________
DATE: ______________________________    DATE: ______________________________

CITY OF MOUNT DORA, FLORIDA

BY: ______________________________
(Sign)
(Print)
TITLE: Mayor
DATE: ______________________________

Approved as to form and legality for use and reliance by the City of Mount Dora, Florida

___________________________________
City Attorney

DATE: ______________________________
EXHIBIT 4
KEY EMPLOYEES

The following Consultant’s Key Personnel shall provide the Professional Services for the Project. Any changes in the key personnel shall require the approval of the Owner, including termination of employment.
DATE: November 19, 2013

TO: City Council

FROM: Stephanie Haines, Library Services Director

VIA: Michael Quinn, City Manager

RE: Consideration of Food for Fines

Recommendation:
Staff recommends approval by the City Council for our annual Food for Fines program for December 2013. Our Food for Fines program started in December 1999 and has been supported by the Library Advisory Board each year. At the October 2013 Library Advisory Board meeting, the Board voted to recommend to the City Council to once again approve this yearly program. In December 2012, the Library collected approximately 500 pounds of food and toys and articles of clothing for the Lake Cares Food Bank, Adopt-a-Child, and Lake County Animal Control.

Budgetary Impact
The estimated budgetary impact will be a waiver of up to $500 dollars in overdue fines for the month of December 2013. Staff estimates that $1,000 in fines will be collected. In December 2012, the library waived approximately $300 in fines and collected approximately $800 in fines.

Background/Information:
In a Food for Fines program, library patrons may "pay" for their fines by donating canned foods, cleaning supplies, pet foods, paper goods, new clothing and toys etc. The Library will in turn donate these items to appropriate community agencies. This benefits both the Library and the community. For the Library, library materials are returned plus good public relations. For the community, donated items help needy citizens. The Library will take these donations as payment for items currently overdue or for accumulated fines but not in place of lost or missing items. By looking at the patron's record, we know which material is or has been overdue and which material is lost or missing. For each dollar in overdue fines, we ask for one item to be donated.
DATE: November 19, 2013
TO: Mayor and City Council
FROM: Michael Quinn; City Manager
VIA: John Peters, Public Works & Utilities Director
       Paul Ritter, Stormwater/Environmental Manager
RE: 2105 Dogwood Circle Construction Lien

Recommendation: Staff is requesting that the City cover the cost of the construction lien on Mr. Hayman’s property. This was a City of Mount Dora project and we contracted with Jackson Concrete.

Background/Information: On August 2, 2012, the City of Mount Dora undertook the project of repairing the driveway at 2105 Dogwood Circle. The City contracted with Jackson Concrete, Inc. to complete the job. As part of normal construction practices, VCNA Prestige Concrete Products of Orlando put a construction lien on the property to ensure payment for the materials used in the project. Jackson Concrete completed the project and was paid $6,300.00 for his services and the materials used. Mr. Jackson delayed paying Prestige Concrete until such time as he closed his company and never paid for the materials. The lien is for $1,618.25. Prestige Concrete has exhausted all avenues to collect the payment from Jackson Concrete. Mr. Gary Hayman, the homeowner, has been very patient as we worked through this problem.

Attachments: Memo updating efforts to resolve lien. VCNS Prestige Concrete Products Lien Instrument
DATE: August 14, 2013

TO: John Peters III, Director Public Works & Utilities

FROM: Paul Ritter; Stormwater/Environmental Manager

VIA:

RE: Jackson Concrete at 2105 Dogwood Circle

John,

Below is the original memo I sent to Gary regarding the situation at 2105 Dogwood Circle.

I spoke with the financial officer at Prestige Concrete today, 8/14/2013, and she said the collection agency they enlisted to recover the delinquent payments from Jackson Concrete has closed the case without recovering any funds. Jackson Concrete has dissolved and has no assets to recover the funds. Mr. Hayman is left with a lien of $1,618.25 on his property from Prestige. As this was a project that the city undertook to repair damage to Mr. Hayman’s property and Jackson Concrete was hired by the City, I feel that the most expedient resolution to this situation would be for the City to pay the lien off for Mr. Hayman’s property. We can discuss this issue and decide how the resolve it.

At your service,

Paul Ritter

Gary,

This memo is to update you on the situation with Jackson Concrete and the homeowner at 2105 Dogwood Circle. Clay Jackson of Jackson concrete was given the contract to replace several sections of the drive way at 2105 Dogwood Circle for the cost of $2,900.00. The drive way had been under-mined by water discharging off the road and onto the property. During excavation of the drive way, it was found that the erosion had gone further than first believed. Additional funds; $3,400.00, were secured to complete the work. The drive way was re-poured and an adjoining wall that had been under-mined was also repaired. The job was complete and Mr. Jackson was paid a total of $6300.00for his services. (Attachment 1)

As part of the process, VCNA Prestige Concrete Products of Orlando, FL put a construction lien on the property at 2105 Dogwood Circle for the cost of the materials supplied to the project. The amount of the lien was $1,618.25 and was dated August 16, 2012. (Attachment 2)
The property owner, Mr. Gary Hayman, contacted the City of Mount Dora stating that the lien had not been settled and that a collection agency had contacted him for payment of the lien. City Council Member, Mr. Michael Tedder, asked city staff to investigate this situation.

I made several attempts to contact Mr. Jackson. The office number listed for him has been disconnected and he did not respond to calls to his mobile phone. I visited his place of business on Hwy 44 on Feb 19, and was told by the resident that this was his storage building in back and that he had not seen Mr. Jackson for several weeks. On Feb 19 I was finally able to talk to Mr. Jackson via mobile phone. He stated that he would be receiving a large payment for another job on the upcoming Friday and would use those funds to settle the lien. On Friday, Feb 22, Mr. Jackson stated that the deposit had been made, however the funds were put on temporary hold by the bank. He said the funds would be released on Wednesday, Feb 27. I told Mr. Jackson to personally take the check to VCNA Prestige Concrete on that day to settle the lien. I was not able to contact Mr. Jackson on that Wednesday to verify that the funds had been paid.

I sent Mr. Jackson an email (Attachment 3) on Thursday, February 28, 2013, detailing the situation and asking for verification of the payment. No response has been received from that communication.

Since that time I have not been able to contact Mr. Jackson.

Phone Log:
2/27/13-Mobile
2/27/13-Office
2/28/13-Mobile
2/28/13-Office
2/28/13-Mobile
3/4/13-Mobile

I contacted VCNA Prestige Concrete regarding the payment. They told me that the account had been turned over to a collection agency. To the knowledge of the person I was speaking to, Mr. Jackson had not been in to make the payment by that time.

That is the current standing of this situation. I am asking for clarification from City officials as to how to proceed with this issue.
WARNING:
THIS LEGAL DOCUMENT REFLECTS THAT A CONSTRUCTION LIEN HAS BEEN PLACED ON THE REAL PROPERTY LISTED HEREIN. UNLESS THE OWNER OF SUCH PROPERTY TAKES ACTION TO SHORTEN THE TIME PERIOD, THIS LIEN MAY REMAIN VALID FOR ONE YEAR FROM THE DATE OF RECORDING, AND SHALL EXPIRE AND BECOME NULL AND VOID THEREAFTER UNLESS LEGAL PROCEEDINGS HAVE BEEN COMMENCED TO FORECLOSE OR TO DISCHARGE THIS LIEN.

CLAIM OF LIEN

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE M.E., the undersigned county public, personally appeared CARMEN HESS, who was duly sworn and verified that she is AGENT of

VONA PRESTIGE CONCRETE PRODUCTS INC
FKA VONA PRESTIGE READY-MIX FLORIDA INC
5029 SOUTH PARK CIRCLE SUITE 220
ORLANDO, FL 32819

and that in accordance with a contract with JACOSEN CONCRETE INC d/b/a MARY JACOSEN CONCRETE INC, 3001 STATE ROAD 56, MOUNT DORA, FL 32757, dated November 15, 2012, she delivered, furnished, and supplied the following building materials and services to the property described below:

2065 DOGWOOD CIRCLE, MOUNT DORA, FLORIDA LOT 36, MOUNT DORA MOUNTAIN, AS PER PLAT BOOK 350, PAGES 78 AND 79, LAKE COUNTY, FLORIDA,

Owner by LARRY T. AND LINDA M. HAYMAN 2065 DOGWOOD CIRCLE MOUNT DORA, FL 32757, for a total value of $3,682.28, at which time there remains unpaid principal of $3,682.28, plus finance charges through , in the amount of 50.26, and additional finance charges that accrue in the event of non-payment and furnished the first of the items on AUGUST 16, 2012, and (if the lien is valued, the date in parenthesis with the owner) that the lien was served on the owner on SEPTEMBER 25, 2012, by CERTIFIED MAIL; and (if required) that the lien was served copies of the notice on the owner, JACOSEN CONCRETE INC, on SEPTEMBER 25, 2012, by CERTIFIED MAIL and the information, N/A, on the owner, N/A, on

Signature of Agent

Printed Name of Agent CARMEN HESS

VONA PRESTIGE CONCRETE PRODUCTS INC
FKA VONA PRESTIGE READY-MIX FLORIDA INC
5029 SOUTH PARK CIRCLE SUITE 220
ORLANDO, FL 32819

Notarized before me by this duly authorized notary on this date, at this time

Signature of Notary

Notary Public in and for State of Florida

County of Orange

18060838/099-4293
DATE: November 19, 2013

TO: Mayor and City Council

FROM: John A. Bruce, CPPB, MBA – Purchasing & Property Manager

VIA: Mike Sheppard, Finance Director
         Mike Quinn, City Manager

RE: Approval of Forklift Replacement

Recommendation:

Staff recommends approval of the attached quote from Ring Power Lift Truck Division in the amount of $28,018.00.

References/Support:

Quote referencing Specification #37 per Florida Sheriff’s Contract #13-11-904.

Background/Information:

The City of Mount Dora 2013/2014 Annual Budget contains appropriations for the replacement of outdated fleet vehicles. The current forklift is a 1997 Yale with a replacement value of $28,500.00. It was purchased in fiscal year 1997. The forklift is currently outdated and in need of a major engine overhaul. Parts are scarce and the labor charges to repair have skyrocketed. There are budgeted funds available in the Vehicle/Equipment Replacement Fund for this replacement. The quote received is in the amount of $28,018.00. The current forklift will be surplused and sent to the Auction.

Attachments:

Exhibit A - Quote from Ring Power Lift Truck Division
EXHIBIT A

Ring Power

QUOTE PER THE FLORIDA SHERIFF’S ASSOCIATION CONTRACT

Quote Prepared For: CITY OF MOUNT DORA
10/28/2013

(1) NEW MITSUBISHI FG30N4LE L.P. LIFT TRUCK

CONTRACT DETAILS
Florida Sheriff’s Association

Bid Number 13-11-904
Specification # 37, Cushion Tire Lift Truck 6000 lb capacity
Effective: October 1, 2013 Through September 30, 2014

BASE MACHINE
Caterpillar 2CC 4000 Lb. Cushion Forklift

NON-SPECIFIED OPTIONS

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Price</th>
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<tr>
<td>FG30N4LE 6000 L.P. MITSUBISHI</td>
<td>$27,360</td>
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<tr>
<td>UL-STD RATINGS &amp; STANDARDS - UL Approved</td>
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<td>TILT-STD TILT CYLINDERS - Standard Tilt Cylinders</td>
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<td>OHG-STD OVERHEAD GUARD - Standard Overhead Guard</td>
<td>STD</td>
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<tr>
<td>SPTID15P30I DRIVE &amp; STEER TIRES - Solid Pneumatic Single Drive &amp; Steer Tires</td>
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<td>SEATS-STD SEATS - Static Vinyl Seat With Wrapped Steel Hip Restraint And Orange Seatbelt</td>
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<td>WKLT-STD WARNING / LIGHT OPTIONS - 2 Forward LED Work Lights With Guards Mounted To OHG</td>
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<tr>
<td>BULASP15I WARNING / LIGHT OPTIONS - Amber Strobe Light - Mounted Below OHG</td>
<td>$210</td>
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<td>LANGENG-STD LANGUAGE MARKINGS - English Language Markings</td>
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<td>5M30C47 MAST - Mast 186 Triplex B5.5/37.0 FFH</td>
<td>$5,775.00</td>
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<td>CARR39P30-STD CARRIAGE - 39.5” Wide ITA Class III Hook Type Carriage</td>
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<td>SSHG39P301 SIDESHIFTER - 39.5’ Wide ITA Class III Hang-On Sideshifter</td>
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<td>LBR-STD LOAD BACKREST - 48” High Load Backrest Extension</td>
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<td>VLV3-STD HYDRAULIC ACTIVATION - 3-Section Valve With Levers</td>
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<td>3VTRIP15I HYDRAULIC HOSING OPTIONS - Single Function Internal Hosing - FUW Triplex Masts</td>
<td>$650</td>
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<tr>
<td>FKH48-30 FORKS - 1.8’ X 4.5’ X 48” Hook Type - Pallet</td>
<td>$590.00</td>
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Sub-Total of Non-Specified Options $36,330
Less 8 % Sheriff’s Discount on Mitsubishi $2,908
Total of Non Specified Options $33,424
Less one time discount $5,408

City Council - November 19, 2013
<table>
<thead>
<tr>
<th>Total Transaction price</th>
<th>$28,018</th>
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</thead>
</table>

WARRANTY:
WAR-STD WARRANTY - Standard Warranty - 12 Months, 2000 Hours Full Coverage; 24 Months, 4000 Hours Powertrain
included

Best regards,

Connie McGinnis
Ring Power Lift Truck Division
FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

CUSHION TIRE LIFT TRUCK - 4,000 LB. CAPACITY
SPECIFICATION #37

2014 Caterpillar 2CC4000
2014 Nissan CFS40

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

INSTRUCTIONS: Listed above, you will find the model numbers of the vehicles that will be included in this year's contract.

1. ENGINE:
   a. 50 hp LP gas engine

2. TRANSMISSION:
   a. Powershift type
   b. Inching pedal
   c. 1 speed forward, 1 speed reverse

3. HYDRAULIC SYSTEM:
   a. 19.0 gpm at 2250 psi

4. CHASSIS:
   a. Wheelbase - 46" 
   b. Tread width - 33" (with standard tires)
   c. Ground clearance at lowest point - 3"
   d. Tire size:
   e. Front - 18.0 x 7 x 12 cushion tire
   f. Rear - 14.0 x 5 x 10 cushion tire
   g. Steering radius - 72"
   h. Brakes:
   i. Hydraulic service brakes
   j. Mechanical parking brake

5. LIFT:
   a. Two stage lift mast
   b. Lift height minimum - 130"
   c. Lift capacity - 4000 lbs
   d. Fork spacing - 7" to 32" minimum
   e. Tilt - 5 degrees forward/10 degrees backward

6. MISCELLANEOUS:
   a. FOPS protection
   b. Work lights
   c. Seat belts

Bid Award Announcement (13-11-0904)
CITY OF MOUNT DORA, FLORIDA
MAYOR AND CITY COUNCIL
MINUTES

Having been duly advertised as required by law, Mayor Thielhelm called the Regular City Council meeting to order at 6:00 p.m.

Rabbi Geoffrey Solomon gave an Invocation and led the Pledge of Allegiance to the Flag.

PRESENT: Mayor Bob Thielhelm, Vice-Mayor Ryan Donovan; Council Members Bob Maraio, Denny Wood; Ed Rowlett, Michael Tedder and Nick Girone; City Manager Michael Quinn; City Attorney Cliff Shepard and City Clerk Gwen Johns

OTHERS PRESENT: Planning & Development Director Mark Reggentin; Human Resources Director Ken Bloom; Police Chief Randy Scoggins; Deputy Police Chief John O'Grady; Fire Chief Skip Kerkhof; Finance Director Michael Sheppard; Public Works Director Gary Hammond; Deputy Public Works Director John Peters; Information Technology Manager Johnna Shamblin and Public Communications Officer Kelda Senior

PUBLIC APPEARANCES

Ms. Christine Cole extended her appreciation to staff members, namely Chris Carson, Dave Scott, Will Merryman and Josh Kramm. She said the help from City Staff could not have been better. In addition, Ms. Cole said she purposely did not invite any food vendors to the new venue and that decision resulted in busy local restaurants. The event was a huge success and everyone loved having it in Sunset Park.

CONSENT AGENDA

1. Acceptance of Lake County Water Authority grant for the 7th Avenue underground stormwater treatment system – Pulled by Rowlett

2. Approval to purchase network infrastructure and computer upgrades – Pulled by Wood

3. Approval of professional services for the Wekiva Parkway construction – wastewater treatment plant #2 driveway entrance and utility relocation – Pulled by Girone

4. Approval of change order #2 for utility easement appraisal and acquisition support services for SR 46 utilities – Pulled by Girone

5. Approval of proposal to Vulcan Materials – Pulled by Girone

6. Approval of City Council meeting minutes dated October 1, 2013
7. Approval of City Council meeting minutes dated October 15, 2013 – Pulled by Tedder

Mr. Tedder stated he was not present at the October 15, 2013 meeting but the motions show he voted.

Mr. Girone moved to approve consent agenda item 6. Mr. Donovan seconded the motion. The motion was approved unanimously.

With regard to consent agenda item 1, Mr. Rowlett asked if with 4 miles of pavement and 16 acres of impervious surface, there would be need for an overflow stand pipe. Mr. Peters explained the runoff flow and said the infiltration system will now be under the shuffleboard court.

Mr. Wood tasked if there would be a concrete structure where the shuffleboards currently exist. Mr. Peters said yes.

Mr. Peters provided updated cost estimates for the project. During the previous meeting the question was asked of why changes were being made to avoid cost of reconstructing the tennis courts. He said there will be a savings of approximately $100,000 because staff questioned design of the project and looked at other options.

Mr. Wood moved to approve consent agenda item 1. Donovan seconded the motion. The motion was approved unanimously.

With regard to consent agenda item 2, Mr. Wood asked if additional cost would be incurred for software when upgrades are made to existing systems. Ms. Shamblin, IT Manager, said all computers are on either XP or Windows 7. All software being run at this time is compatible with the hardware being purchased. There will be no additional software expenses.

Mr. Wood moved to approve consent agenda item 2. Mr. Girone seconded the motion. The motion was approved unanimously.

With regard to consent agenda item 3, Mr. Girone clarified the City Council is only approving the vendor ranking for engineering services.

Mr. Donovan moved to approve consent agenda item 3. Mr. Wood seconded the motion. The motion was approved unanimously.

Mr. Girone asked if an itemized bill was submitted with item 4 and Mr. Peters said no.

Mr. Tedder moved to approve consent agenda item 4. Mr. Donovan seconded the motion. The motion was approved unanimously.

With regard to consent item 5, Mr. Girone asked why the City entered into an agreement to purchase that property and Mr. Donovan said in 1988, Lake County and the City thought property would be needed for a future landfill site.

Mr. Wood moved to approve consent agenda item 5. Mr. Donovan seconded the motion. The motion was approved unanimously.
Mr. Maraio suggested the City continue talking to the other two Cities about selling the property because it may become more difficult to sell in the future.

PUBLIC HEARING
ORDINANCES

1. First reading of Ordinance 2013-20, Land Development Code amendment

Mr. Shepard read Ordinance 2013-20 by title only.

ORDINANCE 2013-20

AN ORDINANCE OF THE CITY OF MOUNT DORA, LAKE COUNTY, FLORIDA, AMENDING SECTION 6.7.1 SIGN MEDIUM AND LOCATION OF THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE ADDING HISTORIC MONUMENT SIGN TYPE WITHIN THE C-2 DOWNTOWN COMMERCIAL ZONING DISTRICT LISTED ON THE NATIONAL REGISTER WITHIN THE CITY’S RIGHT-OF-WAY; ESTABLISHING CONDITIONS AND CRITERIA; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; AND SETTING AN EFFECTIVE DATE.

Mr. Reggentin said staff recommends approval of the Land Development Code Amendment pertaining to historic monument signs.

There were no public comments.

Mr. Donovan moved to approve the first reading of Ordinance 2013-20. Mr. Wood seconded the motion. The motion was approved by roll call vote.

<table>
<thead>
<tr>
<th>Mr. Wood</th>
<th>Yes</th>
<th>Mr. Girone</th>
<th>Yes</th>
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<tbody>
<tr>
<td>Mr. Rowlett</td>
<td>Yes</td>
<td>Mr. Tedder</td>
<td>Yes</td>
</tr>
<tr>
<td>Mr. Donovan</td>
<td>Yes</td>
<td>Mayor Thielhelm</td>
<td>Yes</td>
</tr>
<tr>
<td>Mr. Maraio</td>
<td>Yes</td>
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With regard to consent agenda item 7, Mr. Donovan said a motion was not made to approve as amended.

Mr. Donovan moved to approve consent agenda item 7 as amended. Mr. Wood seconded the motion. The motion was approved unanimously.

COUNCIL CONSIDERATION/DISCUSSION OF DEPARTMENTAL TOPICS
CITY MANAGER

PLANNING & DEVELOPMENT
Mr. Tedder moved to table discussion of the Donnelly Street construction project until City Council has an opportunity to review.

Mayor Thielhelm would like the discussion to be advertised to merchants.

Mr. Donovan seconded the motion. The motion was approved unanimously.

CITY ATTORNEY INFORMATION / REPORTS

OTHER BUSINESS

Mr. Girone said at the last City Council meeting, staff was directed by City Council to return with options to have a right turn only at McDonald and 5th Streets. He noticed changes to that area had already been done without options being discussed at the table. Mr. Girone felt that staff ignored a Council directive.

Mayor Thielhelm thought the issue was left up to the Police Department and staff to decide.

Mayor Thielhelm said subsequently, staff found on 4th Avenue that signalization markers in the roadway were located under parking spaces. That area had to be striped as a no parking area for safety reasons. Mayor Thielhelm commended staff for moving ahead to deal with problems that were occurring with vehicles parking on the signalization marker.

Mr. Reggentin said when he was Acting City Manager, he sent an e-mail to all City Council in regard to the problems being created by vehicle parking on signal actuators.

Mr. Peters stated that in response to a report from the Police Department that indicated a right turn situation would be necessary for safety at McDonald and 5th, pavement markings were being done at Alexander and 5th which made it less expensive to go ahead and make the changes in marking at McDonald and 5th.

ADJOURNMENT

There being no further business for discussion, the meeting adjourned at approximately 6:27 pm.

Robert Thielhelm, Mayor

Gwen Keough-Johns, MMC, City Clerk
DATE: November 19, 2013

TO: Mayor and City Council

FROM: Mark Reggentin, Planning and Development Director

VIA: Michael Quinn, City Manager

RE: Second Reading and Adoption Ordinance No. 2013-20 Land Development Code Amendment.

Recommendation

Staff recommends approval of the attached Land Development Code Amendment - Historic Monument Sign.

City Council, at their regularly scheduled meeting on November 5, 2013, recommended approval of First Reading of Ordinance 2013-20 and hold for Second Reading and Final Adoption on November 19, 2013.

The Planning and Zoning Commission at their regularly scheduled meeting on October 16, 2013, recommended approval (7-0) of proposed Land Development Code Amendment as contained in the attached ordinance.

References/Support:

Section 6.7 Land Development Code

Background:

During the approval process of the Phase 1 Downtown Streetscape project, the owner of the Lakeside Inn expressed concerns regarding the altering of the intersection and visibility of the Inn. The discussion revolved around three issues: 1) Enhanced Roadway surface at the intersection, 2) The potential for construction of entry walls within the City right-of-way, and 3) The potential for historical signage on the entry walls. Now that the streetscape work is completed, the issue of historic signage is the final aspect of the business owner's concerns. Based upon this discussion, the City Council determined that allowances should be made for historical signage with some specific parameters.

As directed by the City Council at their regularly scheduled October 1, 2013, meeting the attached ordinance creates a special sign allowance for individual historic sites listed on the National Register of Historic Places. The proposed Land Development Code amendment addresses this issue in a more comprehensive manner by allowing all individual sites listed on
the National Register of Historic Places the opportunity to provide special historic monument signage.

The parameters of the new sign section includes the following:

1. National Register of Historic Places sites;
2. Downtown Commercial (C-2) zoning district;
3. Property directly adjacent to the subject property;
4. Sign may be located within the City's right-of-way;
5. Must be monument type; and
6. Specific architectural design criteria.

As required by the proposed ordinance, City Council will consider each sign proposal.

**Attachments:**

Ordinance No. 2013-20
ORDINANCE NO: 2013-20

AN ORDINANCE OF THE CITY OF MOUNT DORA, LAKE COUNTY, FLORIDA, AMENDING SECTION 6.7.1 SIGN MEDIUM AND LOCATION OF THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE ADDING HISTORIC MONUMENT SIGN TYPE WITHIN THE C-2 DOWNTOWN COMMERCIAL ZONING DISTRICT LISTED ON THE NATIONAL REGISTER WITHIN THE CITY’S RIGHT-OF-WAY; ESTABLISHING CONDITIONS AND CRITERIA; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, in the exercise of its home rule powers, and in the best interest of the health, safety, welfare, and enjoyment of its citizens, the City regulates signs; and

WHEREAS, the City Council from time to time provides updates and amendments to the Land Development Code in order to provide proper zoning standards and regulations for signage within the City; and

WHEREAS, the City Council is desirous to clarify and update sign regulations in order to regulate and restrict special sign types; and

WHEREAS, the City participates in the United States National Register of Historic Places (NRHP) and recognizes sites and places that have been listed on the National Register; and

WHEREAS, the City further recognizes the historic character and uniqueness of certain buildings listed on the National Register that requires special identification and markers.

NOTE: Underlined words constitute the additions to the existing text of the Land Development Code, strikethroughs constitute deletions to the existing text of the Land Development Code, and asterisks (**) indicate an omission from the existing text which is intended to remain unchanged.

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

SECTION 1: The recitals set forth above are hereby adopted as legislative findings of the City Council of the City of Mount Dora.

SECTION 2: Section 6.7.1 Sign medium/location of the City of Mount Dora Land Development Code is hereby amended by adding new subsection 6.7.1.10 entitled "Historic Monument Sign," as follows:
6.7.1. *Sign medium/location.* The following types of signs shall be allowed under the conditions indicated. Additionally, except for temporary and public signs, the following signs shall be allowed if they only indicate the name of the enterprise located on the premises or the products or services for sale thereon.

***

10. **Historic Monument Sign:** Individual sites listed on the National Register of Historic Places are allowed an off-site or on-site monument type sign with the conditions and criteria indicated below:

a. Signs are restricted to individual sites listed on the National Register of the United States National Register of Historic Places (NRHP) located within the C-2 Downtown Commercial Zoning District.

b. Signs maybe located on private property or within the City's public right-of-way provided they do not conflict with utilities (above or underground), pedestrian or vehicle site visibility, or other physical features.

c. Architectural design, materials, and exterior color scheme of the monument sign structure must be consistent with the historic character of the downtown area and in keeping with the architecture of the primary building.

d. Landscaping consisting of shrubs is required around the sign structure.

e. Exterior lighting is allowed.

f. Maximum sign copy area shall not exceed 50 square feet.

g. Maximum height shall not exceed six (6) feet.

h. Sign height excludes decorative lighting fixtures, appurtenances, or similar design features that are integral part of the sign.

i. Approval by the City Council is required prior to issuance of a sign permit.

j. The City Council may impose various or additional design requirements, size limitations, height restrictions, or other features that are in keeping with the intent of the historical identification and scale of the surrounding area at the City's sole discretion.

***

**SECTION 3: CONFLICTS.** In any case where a provision of this Ordinance is found to be in conflict with a provision of any other ordinance of this City, the provision which establishes the higher standards for the promotion and protection of the health and safety of the people shall prevail.

**SECTION 4: SEVERABILITY.** If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.
SECTION 5: CODIFICATION. The provisions of this Ordinance shall be codified as and become and be made a part of the Code of Ordinances and Land Development Code of the City of Mount Dora. The Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word “Ordinance”, or similar words, may be changed to “Section,” “Article”, or other appropriate word. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 6: EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption.

PASSED AND ORDAINED this 19th day of November 2013, by the City Council of the City of Mount Dora, Florida.

Attest:

Gwen Johns, City Clerk
City of Mount Dora

Date of First Reading: November 5, 2013
Date of Second Reading: November 19, 2013
Duly Advertised: November 8, 2013

Approved as to form:

Clifford B. Shepard, City Attorney
City of Mount Dora
DATE: November 19, 2013

TO: Mayor and City Council

FROM: Mark Reggentin, Planning and Development Director

VIA: Michael Quinn, City Manager

RE: Resolution 2013-28; Requesting Participation in Tavares/Lake County Negotiations for an Interlocal Service Boundary Agreement (ISBA)

Recommendation:
Staff recommends approval of Resolution 2013-28

References/Support:
City of Mount Dora Resolution 2013-28
Letter from Tavares dated October 4, 2013
City of Tavares Resolution 2013-15
Lake County Resolution 2013-129

Background/Information:
On October 2, 2013, the City of Tavares adopted resolution 2013-15 requesting that Lake County begin negotiations on an ISBA addressing several issues. One issue is utility service. The map that Tavares has proposed encroaches slightly into the city’s Joint Planning Area (JPA) and Utility Service Area. Lake County was made aware of this fact and proposed a boundary that was consistent with current agreements. Based upon the discrepancies between the proposals, it is important the city be involved in the negotiations.

Following adoption of the resolution, the County and Tavares will make a determination on whether to allow the city’s participation in the negotiations.

Attachments:
City of Mount Dora Resolution 2013-28
Letter from Tavares dated October 4, 2013
City of Tavares Resolution 2013-15
Lake County Resolution 2013-129
RESOLUTION 2013-28

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, REQUESTING THAT THE CITY OF MOUNT DORA PARTICIPATE IN NEGOTIATIONS WITH THE CITY OF TAVARES AND LAKE COUNTY TOWARDS THE ENTERING OF AN INTERLOCAL SERVICE BOUNDARY AGREEMENT PURSUANT TO CHAPTER 171.203, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tavares adopted Resolution 2013-15 on October 2, 2013 (the “Initiating Resolution”), inviting Lake County to begin negotiations towards entering into an Interlocal Service Boundary Agreement as authorized by Chapter 171.203, Florida Statutes; and

WHEREAS, Lake County has adopted Resolution 2013-129 responding to the City of Tavares request; and

WHEREAS, the proposed Interlocal Service Boundary Agreement between Tavares and Lake County may affect the City of Mount Dora; and

WHEREAS, Section 171.203, Florida Statutes, provides for interested municipalities to participate in the negotiation of an Interlocal Service Boundary Agreement through the adoption of a requesting resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mount Dora, Florida that:

1. The City of Mount Dora, Florida hereby requests to participate in the negotiation of an Interlocal Service Boundary Agreement between the City of Tavares and Lake County initiated through adoption of Resolution 2013-15 of the City Council of Tavares.

2. This Resolution shall be effective immediately upon passage and adoption.

DONE AND RESOLVED at a regular meeting of the City Council of the City of Mount Dora, Florida this ___ day of November, 2013.

______________________________
Catherine T. Hoechst, Mayor

ATTEST:

______________________________
GWEN JOHNS, City Clerk
APPROVED AS TO FORM:

______________________________
CLIFFORD B. SHEPARD, City Attorney
October 4, 2013

Mr. David Heath
Lake County Manager
315 W. Main Street
Tavares, FL 32778

Re: City of Tavares Initiating Resolution 2013-15

Dear Mr. Heath:

On October 2, 2103, the City Council of the City of Tavares adopted an initiative resolution for the negotiating process for an interlocal service boundary agreement between the City of Tavares and Lake County. Pursuant to F.S. 171.203, I am sending to you a copy of the adopted resolution, Resolution 2013-15. Please find the resolution enclosed with this letter.

Consistent with the statutory requirements of this process, please forward to our office a copy of your adopted responding resolution. Upon receipt of that document, we will begin to schedule the appropriate meetings related to the negotiating of the relevant services and attributes of the Interlocal Service Boundary Agreement.

If you have any questions regarding the resolution, please feel free to contact me at 352.742.8404 or by email at jskutt@tavares.org.

Sincerely,

Jacques Skutt, AICP
Community Development Director

CC: Town of Astatula, City of Clermont, City of Eustis, City of Fruitland Park, City of Groveland, Town of Howey-in-the-Hills, Town of Lady Lake, City of Leesburg, City of Mascotte, City of Minneola, Town of Montverde, City of Mount Dora, City of Umatilla
RESOLUTION 2013-15

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAVARES, FLORIDA, AUTHORIZING THE CITY OF TAVARES TO INITIATE THE NEGOTIATION PROCESS FOR AN INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF TAVARES AND LAKE COUNTY, FOR LANDS GENERALLY LOCATED ALONG THE OLD 441 CORRIDOR, PURSUANT TO CHAPTER 171, PART II, FLORIDA STATUTES; PROVIDING THAT THIS RESOLUTION SHALL ACT AS THE REQUIRED INITIATING RESOLUTION UNDER CHAPTER 171.203, FLORIDA STATUTES; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Tavares deems it to be in the best interest of the City to negotiate an Interlocal Service Boundary Agreement with Lake County for the area depicted in the map attached as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the City of Tavares has sufficient capacity to service the lands depicted in Exhibit "A"; and

WHEREAS, the City of Tavares seeks improvements to the Old 441 corridor in view that this is one of the main Gateways into the city; and

WHEREAS, the City of Tavares desires to annex those properties depicted in Exhibit "A"; and

WHEREAS, Chapter 171.203, Florida Statues, establishes a more flexible process of adjusting municipal boundaries through intergovernmental coordination in planning and service delivery.

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

Section 1. The City of Tavares, Florida hereby agrees to negotiate in good faith with Lake County, in accordance with Chapter 171.203, Florida Statutes, regarding a streamlined annexation and land use amendment process for property currently in the unincorporated area of the County as outlined in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference; and further agrees to address during the negotiations the issues outlined in Section 2 and 3 herein.

Page 1 of 2
Resolution 2013-15
Interlocal Boundary Service Agreement
Section 2. The City of Tavares agrees that negotiations regarding an Interlocal Service Boundary Agreement will address, at a minimum, issues concerning service delivery, fiscal responsibilities, and boundary adjustment as they concern the City’s and the County’s responsibilities for the funding and delivery of the following services:

1. Police
2. Fire, Rescue, and Emergency Medical
3. Water and Wastewater
4. Road Ownership, Construction, and Maintenance
5. Conservation, Parks and Recreation
6. Stormwater Management and Drainage

Section 3. Negotiations regarding an Interlocal Service Boundary Agreement will also address land use designations within the area outlined in Exhibit “A” and the City’s vision for this area.

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

PASSED AND RESOLVED 2nd day of October, 2013 by the Tavares City Council.

ATTEST

Nancy A. Barnett, City Clerk

Approved as to form and legality:

Robert Q. Williams, City Attorney
RESOLUTION 2013 -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; REGARDING THE CITY OF TAVARES' REQUEST TO INITIATE THE PROCESS SPECIFIED IN SECTION 171.203, FLORIDA STATUTES, TO NEGOTIATE AN INTERLOCAL SERVICE BOUNDARY AGREEMENT.

WHEREAS, the City of Tavares adopted Resolution 2013-15 on October 2, 2013 (the “Initiating Resolution”), inviting Lake County to begin negotiations towards the entering of an Interlocal Service Boundary Agreement as authorized by Florida Statutes; and

WHEREAS, Lake County wishes to participate in negotiations with the City of Tavares and any other interested municipality or special district regarding this matter.

NOW, THEREFORE, BE IT RESOLVED by The Board of County Commissioners of Lake County, Florida, as follows:

Section 1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Response pursuant to Section 171.203, Florida Statutes.

A. The Board of County Commissioners wishes to participate in the negotiation of a possible Interlocal Service Boundary Agreement with the City of Tavares and any other interested municipality or special district which wishes to participate.

B. The Board of County Commissioners identifies for discussion and negotiation the municipal and unincorporated area depicted in “Exhibit A” attached hereto and incorporated herein. Such area is larger than the area identified by the City of Tavares and includes both incorporated and unincorporated areas.

C. The Board of County Commissioners consents to the list of issues set forth by the City in the Initiating Resolution.

D. The County Manager shall, within seven (7) days of the date of this Responding Resolution, provide a copy of this resolution by United States certified mail to the chief administrative officer of the following: the Towns of Lady Lake, Montverde, Howey-in-the-Hills, and Astatula, and the Cities of Clermont, Minneola, Groveland, Mascotte, Mount Dora, Eustis, Tavares, Umatilla, Leesburg, and Fruitland Park.

Section 3. Effective Date. This Resolution shall become effective upon adoption by the Board of County Commissioners.
PASSED AND ADOPTED this __________day of ______________, 2013.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

ATTEST:

________________________
Leslie Campione, Chairman

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

Approved as to Form and Legality:

________________________
Sanford A. Minkoff
County Attorney
DATE: November 19, 2013
TO: City Council
FROM: Michael Quinn
RE: 2013/14 Work Plan

Recommendation: Review the list and contact me for changes and additions from your perspective as Council Members for projects we should be concentrating on that are not normally a part of on-going operations. In addition, I will need your priority designation of your top 10 projects that are important to accomplish this fiscal year.

References/Support: See attached Work Plan

Background/Information: The Work Plan has been an exercise done to keep us focused on achieving the results anticipated in our Budget. Large capital projects that are not on-going maintenance or operationally oriented are intended to go here. We tend to list the larger projects for financial priority.

It is imperative that we maintain our commitment toward capital projects and new programs to ensure that we are sustaining the quality of our community into the future. By paying attention to the physical environment around us, the economic conditions that impact us, the physical assets we provide for our citizen services and the leadership and vision to achieve these goals helps sustain Mount Dora as a quality community that is special to all of us who live here. This Work Plan is a reflection of those goals condensed down to achievable units of success on a fiscal basis or for those longer-term projects a sense of continuing improvement.

I look forward to your input on these projects and any changes you may desire. Please send your input to me by November 25th in order to have a meaningful review at your December 3rd meeting.

Attachments: None.
This Project Work Plan is intended to give the City Council an update, throughout the year, for various work projects and programs that are considered new or special applications to our normal operations. These are project-oriented rather than service-oriented tasks, and they are not normally an on-going element of operations and service until completed. These work items were incorporated as part of the 2013/14 Budget preparation process; and they also include carry-over projects from last year’s Work Plan. These work items will also receive modification and prioritization from Council review to determine their adequacy and allow for any adjustments to the Project Work Plan. In some cases, the project will be completed such as a construction project. In other cases, the program will be established and eventually incorporated into our normal operations. The successful completion of these projects will depend upon the continued commitment to fund and support these efforts as they are coordinated and accomplished through City staff and resources.

It is important to emphasize that the City of Mount Dora has established a Vision Statement, Mission Statement and Core Values to guide our progress as a community that desires to provide excellent service to our citizens. These statements guide our Budget development and the direction of this Project Work Plan. With the Council’s review and support of this Project Work Plan, we hope to provide excellent public services; promote the physical and cultural connectivity of our neighborhoods; support a sustainable economy balanced with responsible stewardship of our natural resources; enhance the safety and livability of our community; preserve our unique downtown and waterfront location; and engage our citizens as partners in making Mount Dora “someplace special”.

### WORK PLAN 2013/14
PROPOSED– 11/19/13

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Project Description &amp; Status</th>
<th>Project Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. FINANCE &amp; ADMINISTRATION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Finalize Labor Contracts</td>
<td>Negotiate the Re-Openers for each of the three Labor Agreements for this fiscal year.</td>
<td>Operations</td>
</tr>
<tr>
<td>2. Lake Wekiva Trail Phase I</td>
<td>Support this trail corridor as part of the Wekiva Parkway and Regional Trail System. Monitor the progress of the MPO study for PD&amp;E.</td>
<td>Multi-Agency Control</td>
</tr>
<tr>
<td><strong>3. Community Video Promotion</strong></td>
<td>Develop and Distribute remaining Community Videos on Economic Development, Downtown, Arts &amp; Culture, Quality of Life, and Festivals &amp; Events.</td>
<td>$6,000</td>
</tr>
<tr>
<td><strong>4. Financial Software Upgrade, Phase I</strong></td>
<td>Develop plan for transition to new software and secure a vendor contract in cooperation with the City of Eustis bid process.</td>
<td>Operations</td>
</tr>
<tr>
<td><strong>5. Streetlight Cost Recovery</strong></td>
<td>Analyze options for city-wide cost recovery and Assessment for Street Lights.</td>
<td>25% Operations</td>
</tr>
<tr>
<td><strong>6. Regional Trail and Byway Support</strong></td>
<td>Support efforts to extend the Green Mountain Scenic Byway through Mount Dora and promote regional trail connections to our area.</td>
<td>Multi-Agency Control</td>
</tr>
</tbody>
</table>

**B. PLANNING/DEVELOPMENTAL SUPPORT**

| **1. Employment District** | Complete the Marketing and Master Plan Study for the Mount Dora Employment District. | $112,500 |
| **2. Sidewalk Café Ordinance** | Adopt Ordinance allowing public right-of-way to support sidewalk café and similar uses. | Operations |
| **3. Sign Code Amendment** | Develop Ordinance to allow Historic Markers | Operations |
| **4. US441 Alternatives Study** | Coordinate with other agencies the Corridor Alternatives Analysis for transportation options and report recommendations to Council. | Operations |

**CAPITAL SUPPORT**

| **5. Downtown Streetscape Design – Phase II** | Complete the construction design for phase II downtown improvements and initiate construction for Donnelly St. from 5th to 4th, Baker St. from 4th to 3rd and Third from Baker to Dora Drawdy Way. | 20% $2,068,403 |
| **6. Downtown &** | Improve way finding and traffic circulation to | 75% $92,000 |
### Entry-Way Monuments – Phase I

Business and tourist information sites with enhanced signage and monumentation on entrances to Donnelly and to Highland Streets.

### C. PUBLIC WORKS/UTILITIES OPERATIONAL SUPPORT

<table>
<thead>
<tr>
<th>1. GIS Mapping of Collection System</th>
<th>Collection system inspection by Red Zone Robotics, GPS manholes and all lateral line info to be in GIS based map.</th>
<th>80%</th>
<th>$64,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Aerial Mapping</td>
<td>Implement aerial mapping of City Facilities and land area for future design planning.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Thrill Hill Site Plan</td>
<td>Obtain County approval of site plan design and conduct preliminary study for interim basin concept.</td>
<td></td>
<td>Operations</td>
</tr>
<tr>
<td><strong>CAPITAL SUPPORT</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Street Resurfacing &amp; Sidewalks.</td>
<td>Enhance street resurfacing projects city-wide and replace hazardous sections of sidewalks.</td>
<td>100%</td>
<td>$460,000</td>
</tr>
<tr>
<td>5. Eastside Water Treatment Facility</td>
<td>Complete construction of the water plant structures including the storage tank and pump building.</td>
<td></td>
<td>3,500,000</td>
</tr>
<tr>
<td>6. Seventh Ave. Stormwater Improvement</td>
<td>Install new line, manholes, inlets and other improvements to improve drainage at 6th Ave., 7th Ave. and Baker Street to the block north of City Hall.</td>
<td></td>
<td>$1,633,163</td>
</tr>
<tr>
<td>7. Utility Easement Acquisition</td>
<td>Acquisition of utility easements for the future placement of utility lines to serve the east side water treatment plant is critical to future operations.</td>
<td>95%</td>
<td>$1,250,000</td>
</tr>
<tr>
<td>8. Construct Tremain Street Greenway</td>
<td>Coordinate construction of this DOT Enhancement grant project to modify the road surface to a multi-use lane and landscaped median</td>
<td>20%</td>
<td>$595,000</td>
</tr>
<tr>
<td>9. CDBG Neighborhood</td>
<td>Upgrade water mains along portions of Lincoln Ave and Robie Avenue from US441 via this grant</td>
<td>25%</td>
<td>$825,000</td>
</tr>
<tr>
<td>Revitalization Grant</td>
<td>and initiate construction contract.</td>
<td>20%</td>
<td>$489,000 in DOT Grant</td>
</tr>
<tr>
<td>----------------------</td>
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</tr>
<tr>
<td>10. Lincoln Ave. Trail Improvements</td>
<td>Coordinate construction of trail/sidewalk improvements from Tremain Street to Unser Street as part of “Safe Routes” project.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Highland St. Public Works Complex</td>
<td>Repair roof and convert main building into Storage Facility.</td>
<td>$200,000</td>
<td></td>
</tr>
<tr>
<td>13. 8th Ave. Stormwater Imp.</td>
<td>Repair in-flow and discharge pipes.</td>
<td>$300,000</td>
<td></td>
</tr>
<tr>
<td>14. Evans Park Improvements</td>
<td>Construct utility, electrical and service improvements to facilitate an entertainment venue site for this park area to serve the downtown.</td>
<td>$165,000</td>
<td></td>
</tr>
<tr>
<td>D. PARKS &amp; RECREATION OPERATIONAL SUPPORT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Community Center Foundation</td>
<td>Initiate the formation of a Community Center Foundation to assist in advisory recommendations and support for funding and marketing of the facility.</td>
<td>20%</td>
<td>Operations</td>
</tr>
<tr>
<td>2. Clear Title for Cemetery Platting.</td>
<td>Implement legal processes and provide documentation to clear title for platting the second phase of the front section.</td>
<td>75%</td>
<td>Operations</td>
</tr>
<tr>
<td>3. Cemetery Maintenance Fund</td>
<td>Review Fees for adjustment and establish a separate accounting for maintenance support that generates partial support.</td>
<td></td>
<td>Operations</td>
</tr>
<tr>
<td>4. Preliminary Concept on Skate Park</td>
<td>Research and discuss preliminary concepts on development of a youth skate park on park property for future planning consideration.</td>
<td></td>
<td>Operations</td>
</tr>
<tr>
<td>5. Review Building Security Measures</td>
<td>Analyze and recommend building facility measures designed to enhance safety and security</td>
<td></td>
<td>Operations</td>
</tr>
</tbody>
</table>
**E. POLICE/FIRE OPERATIONAL SUPPORT**

1. **Participate in Regional Fire/EMS Coordination**
   - Review and coordinate with the other local agencies on service efficiencies through functional consolidation and coordination of services. Next phase to concentrate on formation of a public service corporation for fire services with Tavares.

2. **Complete Pre-Fire Planning**
   - Conduct pre-fire planning for commercial structures and realign emergency service zones for response.

3. **Internal Assessment for Organizational Efficiency.**
   - Review all police service functions and operations to maximize efficiency and effectiveness.

4. **Deploy two K-9 service teams**
   - Train and orientate two K-9 service teams to serve the community.

5. **School Resource Officers**
   - Analyze the cost/benefit impacts of transitioning this service from Lake County Sheriff to the Mount Dora Police Department.

6. **Review fleet replacement schedules and program**
   - Analyze the impacts of different schedules on replacing the police vehicles in the budget.

**F. OTHER PROJECT**

- During the year, Staff and Council may add projects and adjust our resources accordingly.

**H. PROJECT PERFORMANCE**

1. Total Projects: 37
2. Significant Activity >20%:
3. Projects Completed
4. Projects Cancelled
5. Projects Continued
DATE: November 19, 2013

TO: Mayor and City Council

FROM: Mark Reggentin, Planning and Development Director

VIA: Michael Quinn, City Manager

RE: Donnelly Street Construction Project

Background/Information:
For the last several years, the city has been working with the Department of Transportation (DOT) to acquire Local Agency Program (LAP) funding for the Donnelly Street improvements. In 2012 the DOT advanced the project to allow construction in 2013/14. Due to the fact that the project is funded by state and federal sources, construction plans, contracts and bid specifications had to be modified to meet minimum state and federal standards.

Over the last year the city has been working with the DOT to modify the construction documents to meet these standards. This has been a challenging process due to the fact that several levels of review are required within the DOT. In late August the city received the final documents from DOT which included the requirements for unforeseen circumstances. Final documents include the plan set, which contains 12 sheets and a specification book that contains approximately 450 pages. The plans show what is to be built; the specifications provide detailed information on how construction will take place. One aspect of the specifications deals with how to address unforeseen circumstances.

One of the most complicated factors in dealing with construction in an older downtown area is that there are no 100% accurate records of underground utilities. As utilities were constructed, modified, repaired, abandoned, reconstructed and connected to new users, these modifications were not well documented. This includes both city owned utilities and private utilities such as phone, gas and cable service. Current technology provides the city and design engineers with snapshots of what is underground with the use of ground penetrating radar. However, when excavated many times lines thought to be abandoned, remain active; lines thought to be active are abandoned; and in some circumstances lines are present that are not shown due to close horizontal alignments or vertical obstructions. When an unforeseen circumstances arise the contractor, city, design engineer and construction inspector must work together to resolve the problem. As an example, in Phase 1 of the downtown project, there were approximately 24
unforeseen conditions discovered during the construction time frame. Because of the position the contractor took on these issues, and the cooperation of the city’s project management team, no delay claims were filed. This was the same situation with weather related claims.

The specifications provide information and process on how unforeseen circumstances are addressed. Typically, the contractor will notify the city and design engineer of the situation. The city, design engineer and construction inspector will make a determination on how to address the situation. The solution will be provided to the contractor. The contractor will evaluate the changes and provide a price. The city, design engineer and construction inspector will evaluate the price and direct the contractor to move forward. This can be a very quick process with decisions being made in the field or can be a longer process where revised plans are required to be prepared and reviewed prior to the contractor providing a price. If the former occurs, there are no delays to the project and it moves forward. If the latter occurs, delays to the project are likely as well as the additional cost incurred. The speed of the process often hinges on the quality and motivation of the contractor.

The concern over the DOT specifications is that that DOT is including themselves in the process of review and approval of change requests for unforeseen circumstances. Based upon this requirement, after the process above was concluded, the change would be reviewed by DOT prior to allowing the contractor to proceed on the change. Due to the sensitivity of the project and the tight time frames involved, this raised some concerns.

With any construction project, changes and delays can occur for many reasons. These include unforeseen circumstances with underground utilities; historical, archeological or environmental issues unknown prior to construction; and weather related delays. The quality and timeliness of the Donnelly Street project is critically important. Quality is important because Donnelly Street between 4th and 5th Avenues is the most important retail street in the city, if not the county and the final product should represent that fact. In terms of timeliness, this block has the highest density of businesses and represents the most desirable commercial property in the city. Construction will disrupt business activity. This is why construction takes place in the slower summer months. However, if construction is not complete by October 1st, impacts to the businesses will be more significant and potentially irreparable. Weather and unforeseen utility, archeological or environmental issues are always unknowns and beyond the city’s control. The city has more control over the issues of unforeseen circumstances as they relate to the construction process, if we are working with a competent and motivated contractor.

The direction of City Council was to evaluate the issue of unforeseen circumstances and advise the City Council on potential impacts of not accepting the DOT grant. Based upon this, our first step was to contact the DOT to determine whether there was any additional flexibility in terms of DOT involvement in the process. Initial indications are that the city can take the role of the DOT locally, thus minimizing the DOT’s role in issues of unforeseen circumstances. Staff is continuing to communicate with DOT to determine to what extent they are willing to let us take control of the process. Regardless of these discussions, the DOT must approve changes in scope and cost of the contract prior to proceeding with work. This includes changes that add cost or reduce cost of the project. As described above, under normal conditions, these changes can take as little as two days. However, there is no time frame for DOT to respond and address unforeseen circumstances.
If the city decided not to take the grant there are certain aspects of the project which are predictable, such as financial impacts, other aspects are less predictable as outlined below.

If we keep the grant the following circumstances exist:

1. The city will be reimbursed the cost of the project (less utility costs) reducing the impact to electric utility, CRA and streets and sidewalks budgets. The current grant is for $486,829.00 for construction related services. The City is providing $180,000.00 for water and sewer upgrades.

2. The city will have no control over the selection of the contractor. Since this is a DOT funded project, it is strictly a low bid process. The lowest qualified bidder, by DOT standards, will be awarded the work. We have discussed prequalifying bidders with the DOT. Prequalification would require the bidders to show previous successful experience working in restricted downtown areas adjacent to businesses. DOT has stated that prequalification is not an option.

3. Standard DOT specifications are very liberal toward the contractor in terms of changes and claims for delays. As a project progresses and unforeseen circumstances arise, the contractor has the option to stop work on the site until a remedy is determined through the process outlined above. If we are fortunate and get a responsible contractor on the job, changes can be addressed very easily and quickly. If the contractor is not goal oriented and is looking to make up money on change orders and delays, this process can be extended. During the period between when work stops and a solution and cost is agreed upon, the contractor is entitled to delay damages (the cost of having a crew available plus their staff administrative and management time and general conditions such as rent, utilities, etc.) Additionally, the contractor is entitled to an extension in the time frame of the project equal to the delay. This would be monetarily costly to the city and more importantly costly to the businesses in terms of construction impacts on businesses.

4. Weather delays are always a concern when working in the summer. Claims for weather delays typically occur if the weather renders the contractor unable work for three hours out of any work day. Depending upon the demeanor of the contractor, these claims can build up quickly adding cost and time to the job. As is always the case, tropical systems can cause extended delays. The issue regarding delays related to tropical weather relate primarily to when the contractor pulls off the job and when they return. Responsible contractors will work as long as possible and secure the site, while less responsible contractors will vacate early and return late, accumulating delay damages to the greatest extent possible.

5. Under the LAP agreement any cost overruns due to unforeseen circumstances are the responsibility of the city. DOT must review and approve any change; however, the city is responsible for the cost of those changes.

If we choose not to accept the funding the following conditions exist:

1. The city would be responsible for funding the cost of the project. This would include an estimated $487,000.00 less the $25,000.00 required for grant administration. This leaves approximately $462,000.00 as a construction estimate (excluding utilities). Based upon
discussions with the Finance Department, alternative funding would be available from the accounts used to fund the specific improvements (water, sewer, roads and sidewalks, CRA and electric). However, based upon preliminary figures, it is questionable that both Baker Street and Third Avenue would be fundable this summer. This would necessitate that Phase II be only Baker Street or Third Avenue along with Donnelly Street. However, a final decision could be made when the 90% plans are complete and we have the Guaranteed Maximum Price from Burkhart Construction.

2. If the city does not accept state or federal money, we will have flexibility in contractor selection. The most efficient approach would be to request a GMP from Burkhart Construction under their Construction Manager at Risk (CMAR) contract. This contractor has already been prequalified and has a proven track record in several downtown retail construction environments, including Mount Dora. This would significantly increase the likelihood of completing the project on time and on budget. If we were to bid this as a separate project, our purchasing policies follow the same low bid criteria as the DOT. Therefore, the same risk would exist.

3. Much of the 450 page specification book is required due to the fact that state and federal money is being used. If the project were locally funded, there would be much more flexibility in terms of how changes are addressed. All decisions would be made locally and all claims would be addressed locally. This would give the city a clearer picture on where we stood during the construction project. Risks still remain regarding unforeseen circumstances and delays; however they are more easily resolvable under a CMAR contract. Again this resolution process comes down to the demeanor of the contractor and willingness to resolve problems or create delays.

4. In terms of weather delays, the circumstances are essentially the same under either scenario. Again, the position the contractor takes on weather delays is critical as with the unforeseen circumstances as outlined above.

On a related topic, during the Donnelly Street Open House, conducted on October 17th, several of the business owners asked about the potential for starting the project slightly earlier than the June 1st proposed start date. Their concern was based upon potential weather delays during the summer. Several merchants suggested starting in mid-May to have better opportunity for drier weather while the majority of the underground utility work was taking place, minimizing the potential for rain delays. Following the meeting, an informal poll was taken by a downtown business owner and forwarded to the city. This poll reflects the comments provided at the meeting. There was not unanimous support, but a consensus of those polled to consider an earlier start date. I have attached the email for your consideration.

As outlined above there are risks associated with any construction project. It is the city’s responsibility to weigh those risks and minimize them where possible. In this case the cost of risk aversion is in the form of a $462,000.00 funding source. The impacts of this decision involve city interests in terms of repairing antiquated infrastructure and providing reliable service to the businesses on Donnelly Street while creating a better physical business environment for business and customers to interact within. They also involve the individual businesses and the employees of these businesses. Donnelly Street is just another street without the investment these business and property owners have put into this area. If the project goes well Donnelly Street will remain the gem of central Florida it has grown to be over the last several years. If this project does not go well and is not completed on time the risk of losing businesses in this
corridor may become an issue.

In order to maintain the schedule for the Donnelly Street project using the grant money, the FDOT funding agreement must be approved at the December 3, 2013 City Council meeting. Based upon this as the starting point, the following schedule is anticipated:

1. January 1 - Bid advertisement
2. February 5 – Bids due
3. February 12 – City completes bid review
4. February 28 – DOT completed bid review
5. March 10 – Agenda item prepared for City Council approval of contract
6. March 18 – City Council approval of contract
7. March 19 – Contractor issued Notice of Award
8. March 24-April 1 - Preconstruction meeting
9. April 2 – Contract and bonds due back from contractor
10. April 4 – City issues Notice to Proceed
11. Prior to June 1 – Preconstruction activities
12. June 1 – Begin Construction

This schedule assumes that the federal government will continue to operate during the preconstruction portion of the project. The federal government is funded through February 7, 2014. Delays were experienced in the initial phases of the Lincoln Avenue project due to the federal government shutdown.

**Attachments:**
Email dated October 23, 2013 from Trish Morgan
Hi Mark,

Thank you again for taking the time to speak with merchants and others at the Community Building last week. I look forward to the day all phases of the downtown streetscape project are complete and we can enjoy the improvements.

After our discussion about the time table and potential weather delays, I was able ask some of the business owners on Donnelly between 4th & 5th avenues about whether they preferred the project to start on June 1 or move the start date to May 15 to enable all the projects milestones to move up 2 weeks. The objective of starting on May 15 would be to ensure that any sustained weather delays caused by tropical storms or other unforeseen circumstances will not stretch the project into October.

Here are the results of the business owners I was able to ask personally:

Businesses in favor of starting on May 15:
Gold in Art
The Gourmet Spot
Lee Fusion Art Glass
Matano Designs
Mount Dora Confectionery
Piglet Pantry
Under the Cherry Blossoms
Village Coffee Pot
Whispering Winds

Businesses in favor of starting on June 1:
Euro Donnelly Footwear
Home & Garden Treasures
Olive Branch

Hopefully, this can be discussed with council members at the upcoming meeting to glean any additional insight.

Many thanks!

Trish Morgan
The Gourmet Spot, owner
Mount Dora Buzz, editor