MOUNT DORA CITY COUNCIL MEETING
August 19, 2014, 6:00 p.m.
City Hall Board Room, 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

PRESENTATIONS

1. Update from Burkhardt Construction – Downtown Streetscape Project 3
2. Introduction of New Group: Patrons of the Community Building 8

CONSENT AGENDA

1. Approval of Mount Dora Scottish Highland Festival 13
2. Approval of City Council meeting minutes dated July 24, 2014 24
3. Approval of City Council meeting minutes dated August 5, 2014 27

PUBLIC HEARINGS

ORDINANCES

1. First Reading of Ordinance 2014-07, PUD Amendment (1st) to the Wolf Creek Ridge Master Plan Conditions; 2) Approval and Authorization for Mayor’s Execution of the Proposed Developer’s Agreement 33
2. Final reading of Ordinance 2014-08, property sale to Habitat for Humanity 66
PROCLAMATION

1. Florida Water Professionals Month 70

COUNCIL CONSIDERATION/DISCUSSION OF DEPARTMENTAL TOPICS

CITY MANAGER

1. City Manager Recruitment Process 71

PUBLIC WORKS

1. Approval of Disposal Fees for City Septage Receiving Facility 82
2. Approval of First Amendment to the Power Sales Agreement with Duke Energy 84

PARKS AND RECREATION

1. Approval of Request to Adjust City Facility Rental Fees 95

CITY ATTORNEY/CITY MANAGEMENT INFORMATION

COMMITTEE REPORTS

OTHER BUSINESS

BOARD APPOINTMENTS

1. Parks and Recreation Advisory Board vacancy position – Mayoral Appointment n/a

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.

City Council meetings will be recorded and under the State of Florida General Records Schedule, Audio Recordings are retained on file for two (2) anniversary years after adoption of the official minutes. Recent audio recordings available at http://www.ci.mount-dora.fl.us/Archive.aspx?AMID=70

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: August 19, 2014

TO: Mayor & City Council

FROM: Gus Gianikas, Planning & Development

VIA: Michael Quinn, City Manager

RE: Downtown Streets Project – August Update

This memo serves as a monthly report update on the Phase 2 project contingency, schedule, and other issues.

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>Downtown Streets</th>
<th>$3,066,144</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Gateway Monument</td>
<td>$ 125,000</td>
</tr>
<tr>
<td></td>
<td>Contingency</td>
<td>$ 224,540</td>
</tr>
</tbody>
</table>

After $140,565 of the contingency was allocated to the Donnelly Street work south of Third Avenue, the balance is $104,603.

There is one new contingency item related to the gateway monument on Donnelly Street. It has been discovered that the City's 16" water main runs on the east side of the roadway at the eastern right-of-way line. The location of this line is approximately 5-6' higher than the grade at the base of the proposed sign. Because of this, we are not able to slope back the grade as per the approved plans. A retaining wall approximately 5' high to the east of the east end of the sign needs to be built. This will allow us to maintain the sight lines to the signs, while sufficiently supporting the 16" waterline and maintaining the current sign design. The cost is estimated not to exceed $10,000.

The project is on schedule to be completed by October 1. A schedule of planned construction activities is attached. The project manager from Burkhardt Construction will be present to answer any questions.

**Phase 3**

Phase 3 involves Donnelly Street from 4th to 3rd Avenue and 4th Avenue from Alexander to Baker Street.
The project engineer, BESH, will have 90% construction drawings complete the week of September. Burkhardt Construction (BCI) will review the drawings and prepare a Guaranteed Maximum Price (GMP) for construction. As with other phases, a pre-construction agreement with BCI will be presented for approval at the September 2 meeting.

The construction drawings and GMP will be presented at the October 21 meeting.

The public outreach program for Phase 3 will be like Phase 2. We will have monthly meeting for the business starting in January/February until the project begins.

**Attachments:** Construction activities schedule
DATE: August 19, 2014

TO: Mayor and City Council

VIA: Michael Quinn, City Manager

FROM: Roy Hughes, Parks & Recreation Director

RE: Introduction of the Mount Dora Patrons of the Community Building, Inc.

Background/Information:
A collection of citizens from the Mount Dora community that have come together with the purpose to generate support for the Community Building. The organization has officially incorporated with the State of Florida as the “Mount Dora Patrons of the Community Building, Inc”. As it is similar to the support for the Library from the Library Association, these residents would like to help serve and better develop existing cultural programs as well as to look to improve on the facility itself. Currently, the organization is in the process of filing for a 501 c(3) Non-profit status.

The corporate purpose of the “Mount Dora Patrons of Community Building, Inc.” reads “To develop a continuing program of community support which will provide supplemental funding for the Mount Dora Community Building and its successors, over and above the traditional tax funding. To provide a mechanism to receive monies, endowments, trusts, estates, grants, and other real and personal property. To manage its assets for maximum security and profit for the benefit of the Mount Dora Community Building. To improve the culture, education and entertainment in Mount Dora, Lake County by providing services including, but not limited to, buildings, facilities, equipment, exhibits, and programs.”

The Board of Directors of this organization are as follows:
Reta Renee Milota (President)
Judy Smathers (Vice President)
Rozann Abato (Secretary)
Arliss Turner (Treasurer)

Attachments:
- Document Number Certificate
- Articles of Incorporation
I certify the attached is a true and correct copy of the Articles of Incorporation of MOUNT DORA PATRONS OF THE COMMUNITY BUILDING, INC., a Florida corporation, filed on June 2, 2014, as shown by the records of this office.

The document number of this corporation is N1400005177.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of June, 2014.

Ken Detzner
Secretary of State
ARTICLES OF INCORPORATION
OF
MOUNT DORA PATRONS OF THE COMMUNITY BUILDING, INC.

ARTICLE I - NAME
The name of the corporation is MOUNT DORA PATRONS OF THE
COMMUNITY BUILDING, INC.

ARTICLE II - CORPORATE ADDRESS
The physical address of the corporation shall be 520 N. Baker
Street, Lake County, Florida 32757. The mailing address of the
corporation shall be 520 N. Baker Street, Lake County, Florida 32757.

ARTICLE III - CORPORATE NATURE
This is a nonprofit corporation, organized solely for charitable
purposes pursuant to the Florida Corporations Not for Profit Law set
forth in Chapter 617 of the Florida Statutes.

ARTICLE IV - DURATION
The term of existence of the corporation is perpetual.

ARTICLE V - GENERAL AND SPECIFIC PURPOSES
The specific and primary purpose for which this corporation is
formed is to develop a continuing program of community support which
will provide supplemental funding for the Mount Dora Community
Building and its successors, over and above the traditional tax
funding and to operate exclusively in any other manner for such
charitable purposes as will qualify it as an exempt organization under
Section 501(c)(3) of the Internal Revenue Code, as amended, or under
any corresponding provisions of any subsequent federal tax laws,
covering the distribution of organizations qualified as tax exempt
organizations under the Internal Revenue Code, including private
foundations and private operating foundations. The corporation shall
be noncommercial, nonsectarian, and nonpartisan within the meaning of Section 501(c)(3) of the Internal Revenue Code, as amended, or under any corresponding provision of subsequent tax laws.

ARTICLE VI - MANAGEMENT OF CORPORATE AFFAIRS

The powers of this corporation shall be exercised, its properties controlled, and its affairs conducted by a Board of Directors. The number of Directors of the corporation shall be no less than three (3) nor more than five (5), provided, however, that such number may be changed by a bylaw duly adopted by a majority of the Board of Directors.

The Directors named herein as the first Board of Directors shall hold office until the first meeting of members at which time an election of Directors shall be held.

The names and addresses of such initial members of the Board of Directors are as follows:

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reta Renee Milota</td>
<td>1701 Lakeshore Drive</td>
</tr>
<tr>
<td></td>
<td>Mount Dora, FL 32757</td>
</tr>
<tr>
<td>F. Rozann Abato</td>
<td>541 E. 1st Avenue</td>
</tr>
<tr>
<td></td>
<td>Mount Dora, FL 32757</td>
</tr>
<tr>
<td>Judy Smathers</td>
<td>414 W. Forest Road</td>
</tr>
<tr>
<td></td>
<td>Mount Dora, FL 32757</td>
</tr>
<tr>
<td>Arliss Turner</td>
<td>619 E. 1st Avenue</td>
</tr>
<tr>
<td></td>
<td>Mount Dora, FL 32757</td>
</tr>
</tbody>
</table>

ARTICLE VII - EARNINGS & ACTIVITIES OF CORPORATION

(a) No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, Directors, officers or other private persons, except that the corporation shall
Articles of Incorporation
Mount Dora Patrons of the Community Building, Inc.
Page 6

I, the undersigned, being the subscriber and incorporator of this corporation, for the purpose of forming this nonprofit corporation under the laws of the State of Florida, have executed these Articles of Incorporation this 28th day of May, 2014.

Reta Renee Milota

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned authority, personally appeared RETA RENEE MILOTA, who produced identification and who did take an oath and who executed the foregoing Articles of Incorporation and she acknowledged to and before me that she executed such instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28th day of May, 2014.

Diane Lee
NOTARY PUBLIC

My Commission Expires:
Commission No.:

ACCEPTANCE OF DESIGNATION OF RESIDENT AGENT

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said act relating to keeping open said office.

Lewis W. Stone, Registered Agent 5/29/2014
DATE: August 19, 2014
TO: Mayor and City Council
VIA: Michael Quinn, City Manager
FROM: Roy Hughes, Parks & Recreation Director
RE: 2014 Mount Dora Scottish Highland Festival

Recommendation: To approve the 2014 Mount Dora Scottish Highland Festival and to designate the festival as a “city sponsored” event.

Requests:
- To Close the following streets on Saturday, November 8th, 2014, from 10:00am until 5:00pm for road closure at the locations of: Charles and Tremain Street as well as Liberty Avenue at Highpoint Drive for the festival at Gilbert Park.
- To Close Edgerton Court at Charles Street.
- Please make note that Highpoint Drive will be accessible to vehicular traffic.
- The Boat Ramp will be accessible throughout the day.
- Place temporary “no parking” signs and barricades at the required road closure locations.

References:
- Event Application

Coordination:
City Manager
Finance
Fire
Parks & Recreation
Police

City Budgetary Services:
- To have each City Department’s budget absorb the personnel resources for the festival.
**Discussion:**
This would mark the 2nd Annual Scottish Highland Festival at the location of Gilbert Park, Simpson Cove and Evans Park. Last year, the estimated visitor attendance was 3,000 for day event with a good amount of spectators for the Highland Athletics, Border Collies, live Music, Society/Clan Tents and a number of vendors. Admission is free to public for Saturday’s Gathering at Gilbert Park and adjacent lakefront areas.

There will be two locations for beer and wine which the City will receive the revenues from the sales with assistance by the Rotary Club and Chamber of Commerce. Also, there will be a tented area reserved for Whisky Tastings in Gilbert Park. Individuals who participate in the whisky tastings are required to purchase a ticket.

In coordination of these festivities, the Parks and Recreation office has hosted several meetings to discuss the elements of the festival and how we can better market the event. These meetings have included last year’s Co-Chairman David Christie who is formerly the Director of the New Hampshire Scottish Highland Games; Bob Gourlay, Highland Athletics Coordinator; Stuart Ballantyne, of Craig Malloch Border Collies; Ennis Pruitt, Entertainment; Donald McCallum, Marsha Blum, President of Sister Cities, Visit Mount Dora, Chamber of Commerce and City staff members.

The event’s budget expenses would be subsidized by sponsorship, vendors and ticket sales revenues for this event.

There would be two (2) street closures within the event area that would require posted police officers.

There will be several events located downtown that will also compliment the festival at Gilbert Park beginning on Friday with the “Amazing Grace” Scottish Variety Show at the Community Building and Scottish Whisky Tasting at Donnelly Park. On Saturday following the festival at Gilbert Park, Pisces Rising plans to be host the Scottish “After Hours Party to conclude the two celebration of the Scot.

I respectfully submit for your consideration and approval the 2014 Mount Dora Scottish Highland Festival.

Cc: Michael Quinn, City Manager
    Stephanie Haines, Library Director
    Skip Kerkhof, Fire Chief
    John O’Grady, Police Chief
    John Peters, Public Works & Utilities Director
    Mike Sheppard, Finance Director
# Mount Dora Parks & Recreation Department
## Special Event Plan

### 2014 Mount Dora Scottish Highland Festival

<table>
<thead>
<tr>
<th>Type of Event:</th>
<th>Festival</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location of Event:</td>
<td>Gilbert Park, Simpson Cove and Evans Park</td>
</tr>
<tr>
<td>Duration of Event:</td>
<td>November 8, 2014; 10 am - 5 pm</td>
</tr>
<tr>
<td>Special Hazards:</td>
<td>Increased pedestrian traffic</td>
</tr>
</tbody>
</table>
| Barricaded streets: | Charles Street at Tremain Street  
Liberty Avenue at Highpoint Drive  
Edgerton Court at Charles Street |
| Designated one-way streets: | N/A |
| Detoured Traffic: | Edgerton Court closed |
| Manned Traffic Control Points: | Liberty Avenue at Grandview Street  
Charles Street at Tremain Street  
Edgerton Court at Charles Street |
| Estimated pedestrian traffic: | 3,000 |
| Special parking areas: | None |
| Estimated spectator population: | 500 |
| Estimated participants: | 50 |
| Anticipated crime problems: | No specific problems anticipated. |
| Personnel requirements: | Necessary Police and Fire Services for Public Safety |
| Designated no parking areas: | Boat Trailer Parking (Only Boat Trailers allowed) |
| Event Parking: | Baker and Tremain Street Parking Public lot  
Downtown Mount Dora Areas  
Handicap Parking available on Edgerton Court  
Handicap Parking also available at Boat Trailer Parking that is designated. |
Mount Dora Parks & Recreation Department
Special Event Plan

Coordination with City Departments:

Police: Road Closures – Public Safety
(1) Edgerton Court/Charles Street
(1) Charles Street/Tremain Street
(1) Liberty Ave/Grandview Street
(1) Gilbert Park
(1) Supervisor

Police Honor Guard requested to participate in the Tartan Parade @ 12pm.

Fire: (2) Members for First Aid
Request to utilize Fire Engine for Athletics Strong Man Pull.

Electric: Park electricity along sidewalk and pavilions.

Parks & Recreation: (6) Staff Members
Provide additional Waste Management trash receptacles at Gilbert Park, Simpson Cove and Evans Park.
Treat event area for fire ants and tripping hazards.
Check bathroom’s supplies periodically throughout the day.

Coordination with other Agencies: Contact will be made with the Lake County Sheriff’s Office & Lake Sumter EMS

Advising Event Sponsors of Personnel and Equipment Costs: N/A

Furnishing Event Sponsors with Permits (Where Applicable): A Special Event Application form has been completed and is attached to the Event plan.
Special Event Application
Permit Request

Thank you for choosing the City of Mount Dora, the Festival City; as the hosting location for the Special Event you are planning. Please complete this application, in its entirety, and return it at least one hundred and twenty (120) days prior to the event date to:

City of Mount Dora
Cultural & Special Events Division
900 North Donnelly Street
Mount Dora, FL 32757

If you have additional questions, please call (352) 735-7183 or email carsonc@cityofmountdora.com

Name of Event: 2nd Annual Scottish Highland Festival

Facility / Location Requested: Gilbert Park, Simpson Cove and Elizabeth Evans Park

Event Date: Nov. 8, 2014  Event Hours: From 10:00 AM / PM  To 5:00 AM / PM
Set-Up Date: Nov. 7, 2014  Set-Up Hours: From 9:00 AM / PM  To 5:00 AM / PM
Break-Down Date: Nov. 8, 2014  Break-Down Hours: From 5:00 AM / PM  To 7:00 AM / PM

Estimated Number of Participants: 50  Spectators: 1,500  Vehicles 25  Vessels (for boating events only) N/A

Sponsoring Organization’s Name: City of Mount Dora Parks and Recreation

Address: 900 N. Donnelly Street  Mount Dora  FL  32757

Type of Organization:  □  Profit  □  Not For Profit  City  □  Individual

Primary Contact Name: Christopher Carson  Phone: (352) 735-7183  Email: carsonc@cityofmountdora.com

Secondary Contact Name:  Phone:  Email:

CERTIFICATION BY APPLICANT: I certify that I have read this application and that all information contained in this application is true and correct. Any falsehoods or misrepresentations will constitute a criminal violation of the code of the City of Mount Dora. I certify that I have received a copy of city code chapter 18a. I agree to comply with and be bound by any and all applicable provisions of the city code. I understand the event may be cancelled by the Chief of Police or The Fire Chief should any conditions/stipulations of the permit or city ordinance or state statute be violated. I certify that I am authorized by the organization named herein to act as its agent for the herein described activity. I also have received the notice informing me of my responsibilities and obligations should I cancel the event. By filing this application, I, and the organization on whose behalf I make this application, contract and agree that we will jointly and severally indemnify and hold the city harmless against liability, including court costs and attorneys’ fees for trial and on appeal, for any and all claims for damage to property or injury to, or death of persons arising out of or resulting from the issuance of the permit or the conduct of the activity or any of its participants.

Signature of Applicant

Date: 08/07/14

City Council Agenda Packet - August 19, 2014

Page 17 of 99
Please provide us with additional information regarding your event by checking off the items that pertain to your event in sections A-D; any services you require from the City in Section E and any other specific information about your event not previously covered or where you need additional space to explain your event in Section F. Do not forget to attach a diagram of your event.

A. Is your event: □ Private or □ Public, costing the attendee $_____ or □ is free
□ Is (or will become) a recurring event this often □ weekly □ monthly □ quarterly □ annually or__________

B. What kind of event are you hosting?
□ Carnival/Circus/Fair □ Charity Walk/ Run _________ □ Picnic/Party
□ Exhibit/Festival □ Tournament or Competition □ Other __________________
□ Reception □ Fishing □ Other __________________
□ Wedding □ Sailing / Boating (Explain) (Explain)
□ Other __________________ (Sponsor Name)

C. At your event, you will offer:
☑ Alcohol sales □ Merchandise sales □ Banners / Signage: _________
□ Food/beverage/catering □ Fireworks/pyrotechnic company
☑ Concession stands □ Inflatable Devices

D. Are you bringing in any special equipment such as:
□ Large trailers ( _____ lbs) □ Tents □ Other _______________
□ Lighting □ Generator(s)
☑ Sound equipment □ Stages / Props/ Production Equipment

E. Do you need the City to provide or make available, at an additional fee, any of the following:
□ Potable water □ Trash Cans / Barrels ________ □ Security
☑ Connection(s) for electric power □ Special Event Garbage Boxes________ Streets/Avenues/Parks Gilbert
☑ Audio Equipment □ Dumpsters ________ and Evans Park; street closures

Special Event Application, Permit Request Page 2 of 5 08.07.2012
City Council Agenda Packet - August 19, 2014 Page 18 of 99
F. Please provide a detailed description of the Event and draw or attach a diagram and/or map of the proposed event site / layout / route. Ensure that you specify any requests for alcoholic beverages, street closures, pyrotechnics/fires, any city services you desire, etc.

Event will take place at Gilbert Park, Simpson Cove and Evans Park areas. There will be a Tartan Parade within the Event area (road closure) from the Train Tressel on Tremain Street to Gilbert Park at noon time, with line up at 11:30 AM. The events at the park sites will begin at 10 am and conclude at 5 pm. During the event the road closures will be Charles & Tremain Streets and Liberty Ave. with HighPointe Drive being accessible to vehicular traffic. Edgerton Court (Donnelly St.) at Charles Street ill be closed but parking will be available for Handicap Parking. Also, the boat ramp will be accessible throughout the day and trailer parking will remain in the boat trailer lot.

(Please see attached event maps for Gilbert Park, Simpson Cove and Elizabeth Evans Park)
IF APPLYING AS A NON-PROFIT ORGANIZATION:

What is your financial plan for covering all event costs? **Sponsorships and Vendor Fees**

How does your event benefit the general welfare of the City? **Cultural Events, Tourism and Economic Development**

To what extent is the media or publicity campaign planned for this event? **Radio, Newspaper, Posters, Internet/Social Media, etc.**

If you are requesting City Sponsorship or Financial Support, please explain? **City Services; to be covered by the individual departments as this festival is coordinated and produced by the City**

FEES AND OTHER AGENCY PERMIT/LICENSES:
Please be aware that liquor licenses, business licenses, sign permit and other regulatory requirements may be necessary and are responsibility of the Applicant. However, some permits are covered under the umbrella of the special event permit and it is advised that you check with the Special Event Coordinator for compliance. In addition, the Special Event Application fee supplemental Public Service fees are payable in advance of the event upon City approval and billing. As part of the Special Event Plan developed by the Special Event Coordinator, changes to requested services may be imposed by the City.

**Administrative Fees:**
- Significant events: $550.00 (entire down area/150,000+ attendance)
- Large events: $350.00 (50,000+ attendance)
- Medium events: $250.00 (25,000+ attendance)
- Small events: $75.00 (5,000+ attendance)

ADDITIONAL ATTACHMENTS: (REQUIRED FOR NON-PROFIT ORGANIZATIONS)
- Non-Profit Organizations to show 501 IRS Determination
- Non-Profit IRS Form 990
INSURANCE REQUIREMENTS: The applicant will supply Certificate of Insurance(s) naming the City of Mount Dora as additionally insured in the following manner: "the City of Mount Dora, its agents, officers, officials, employees and volunteers are hereby named as additional insured as their interest may appear". The applicant will also ensure that the City of Mount Dora, as the certificate holder, is provided a 30-day written notice if the insurance policy is cancelled or modified before the expiration date. All insurance policies provided shall be issued by insurance companies licensed to do business in the State of Florida and shall be rated with an A- or better rating in the most current edition of A.M. Best's Key Rating. The City of Mount Dora shall be listed as certificate holder in the following manner:

City of Mount Dora
510 N. Baker Street
Mount Dora, Florida 32757

All applicants must obtain Commercial General Liability insurance with limits of no less than $1,000,000 per occurrence to protect the City of Mount Dora, its agents, officers, officials, employees and volunteers, the Lessor, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Lessor's operations, whether performed by Lessor itself, any subcontractor, or anyone directly or indirectly employed by either of them. If the applicant, or any of its vendors, offers for sale or distribution any products (food, beverages, souvenirs, etc.), then Product Liability insurance with limits of no less than $1,000,000 per occurrence will be required. Vendors will also be required to afford the statutory limits of worker's compensation insurance protection to its employees. If the vendor is the holder or sponsor of the event, the vendor will afford worker's compensation insurance protection to any City of Mount Dora off duty employees hired by the event. If automobiles or any other licensed motor vehicles are used as part of the event, Automobile Liability insurance with limits of no less than $1,000,000 per occurrence will also be required. If the sale or consumption of alcoholic beverages at the event is authorized, then Liquor Liability insurance with limits of no less than $1,000,000 per occurrence is required. Other types of coverage and limits may be required by the City of Mount Dora, depending upon exposure as assessed by the City’s Risk Management Department.

COPYRIGHT LAW: Licensee assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of any event covered under the agreement and licensee agrees to indemnify and hold harmless devices, processes or dramatic rights furnished or used by licensee in connection with the agreement and will defend the City from any such suit or action, regardless of whether it is groundless or fraudulent.

CERTIFICATION

I hereby certify that all the information contained herein is true and correct to the best of my knowledge. I agree to abide by the regulations governing the said facility and/or property and be responsible for any charges incurred. I will supply Certificate of Insurance(s) as required.

If any portion is found to be false or misrepresented, such fact may be just cause for immediate revocation of any permit(s) issued.

Christopher Casey 08/04/14
Signature of Applicant Date
CITY OF MOUNT DORA, FLORIDA
MAYOR AND CITY COUNCIL
MINUTES

2nd Budget Workshop Meeting
Thursday, July 24, 2014
City Hall Board Room

Having been duly advertised as required by law, Mayor Cathy Hoechst called the July 24, 2014 City Council Budget Workshop Meeting to order at 5:30 p.m.

PRESENT: Mayor Cathy Hoechst, Vice-Mayor Ryan Donovan, Council Members Bob Maraio, Michael Tedder, Denny Wood, Nick Girone, Ed Rowlett, City Manager Michael Quinn, and Administrative Assistant Misty Elder

ALSO PRESENT: Finance Director Mike Sheppard; Budget Utility Analyst Bob Brekelbaum, Planning & Development Director Mark Reggentin; Deputy Fire Chief Tim Griner; Deputy Police Chief Robert Bell; Parks & Recreation Director Roy Hughes; Public Works Director John Peters; Human Resources Director Ken Bloom; Library Director Stephanie Haimes; and Public Communications Officer Kelda Senior

AGENDA ITEMS

1. Review of the Remaining Funds’/Departments’ Budgets.

Mr. Quinn recapped and followed up on requests and questions that council had from the first Budget Meeting on July 17, 2014. As a result, he summarized the adjustments that have been made to the proposed budget. 1) The three Fire Lieutenant positions for the last quarter have been removed. 2) The increase in state shared revenue has been applied to reduce the amount of transfer from the reserves. 3) Personnel adjustments proposed in the first meeting have been made. 4) NECRA incentive program money has been left in the budget to purchase residential lots for development. 5) If the county does in fact decrease library funding, it is recommended that either library revenues increase or hours of service be reduced to bridge the gap. 6) Proposed means to fund Downtown Streetscapes Phase III.

2. Discussion and Approval Concerning Setting the Maximum Millage Rate and the Date of the First Budget Hearing

Mr. Maraio is in support of the NECRA incentive program money being used for future purchases of residential lots and low cost housing. He also expressed his concerns with the Downtown Streetscape taking time off after Phase III is complete. Mr. Maraio is particularly concerned with 5th Avenue and suggested that Phase IV must include improvements from Alexander to Baker Street.

Mr. Rowlett agrees that 5th Avenue needs attention and more so that the intersection needs to be safer, even if temporary fix can be done before the next phase. He also concerned about the effects of the millage increase from the county and the city on homeowners.
Mr. Donovan agrees with keeping with the momentum going on the Downtown Streetscape and addressing the issues with 5th Avenue, however does not like the idea of a temporary fix and depleting all of sidewalk funds that may be needed for other issues within the city.

Mr. Girone agrees that 5th Avenue needs to be addressed and hopes we can pursue those improvements with the help of the county. He also expressed concern for the railroad track area around Charles Avenue. Mr. Girone feels that the railroad company has been lax in cleaning up the area and he would like to see that addressed. He would also like to see that the state shared revenue be applied towards the millage rate instead of reserves.

Mr. Tedder is in favor of the millage rate increase and that the use of funds from the state be put towards reserves. He would also like to see Downtown Streetscape Phase III finished, adding that 5th Avenue should be completed before 4th Avenue.

Mr. Wood expressed his issues with the increase of millage and reserves. He is still concerned with the personnel raises and thinks that money can instead be used to reduce the reserves to $0. Mr. Wood agrees with the funding of the Downtown Streetscape Phase III and that 5th Avenue should be completed before 4th Avenue.

Mayor Hoechst is in support of funding the Downtown Streetscape Phase III and the salary and millage increases.

Mr. Donovan moved to approve the millage as recommended and also to set the 1st and 2nd hearing dates as recommend. Mr. Tedder seconded the motion.

The motion was approved by roll call vote.

<table>
<thead>
<tr>
<th>Mr. Tedder</th>
<th>Yes</th>
<th>Mr. Maraio</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. Wood</td>
<td>No</td>
<td>Mr. Girone</td>
<td>No</td>
</tr>
<tr>
<td>Mr. Rowlett</td>
<td>No</td>
<td>Mayor Hoechst</td>
<td>Yes</td>
</tr>
<tr>
<td>Mr. Donovan</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

OTHER BUSINESS

Mr. Quinn brought up an issue regarding Mr. David Willis, the owner of the Mount Dora Coffee House & Bistro, for discussion with council. He explained that Mr. Willis has invited former American Idol winner, Candice Glover, to sing at his venue tomorrow night and that a large crowd is expected. The issue is that Mr. Willis is requesting for the alleyway in front of his business to be closed despite him not filing for the proper permits or for city approval.

After discussion, council decided that Mr. Willis can move forward with his event and the alleyway closure so long as he applies for the proper permits and pays all necessary fees, is in full cooperation with the Police Department, and that it is understood that this cannot happen again without going through the city process.
Mr. Donovan moved to approve the closure of the alleyway Mr. Tedder seconded the motion. Motion was approved.

ADJOURNMENT

There being no further business for discussion, the meeting was adjourned at 6:41 pm.

__________________________
Catherine T. Hoechst, Mayor

__________________________
Misty Elder, Administrative Secretary
Having been duly advertised as required by law, Mayor Cathy Hoechst called the Regular City Council meeting to order at 6:00 p.m.

Chaplain Eddie Schmidt gave the Invocation and led the Pledge of Allegiance to the Flag.

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

OTHERS PRESENT: Assistant Planning & Development Director Gus Gianikas, Finance Director Mike Sheppard, Park & Recreation Director Roy Hughes, Public Works Director John Peters, Police Chief John O’Grady, Deputy Police Chief Robert Bell, Electric Utility Manager Charles Revell, Public Communications Officer Kelda Senior

PUBLIC APPEARANCES

There were no public appearances.

PRESENTATIONS

1. Introduce Dr. Rhonda Boone, Mount Dora High School Principal

Deputy Police Chief Robert Bell introduced and welcomed Dr. Rhonda Boone, Principal of Mount Dora High School. Mayor Hoechst stated the City is looking forward to increased open communication with the High School.

2 Community Service Award presented by Main Street Leasing to Al Wittenbert

Mr. Harlow Middleton and Mrs. Michele Middleton presented a community service award to “Uncle” Al Wittenbert for his many years of service to the City of Mount Dora. Caitlin Dallinga, Mount Dora Library Association, gave a special thank you to Uncle Al Wittenbert. Ms. Jody McEwen also spoke kind words about Uncle Al and recognized him as an icon who believes in serving community and paying it forward.

CONSENT AGENDA

1. Third Annual Lake Cares Shopping Cart Races

2. Historic Marker – 816 North Clayton Street
3. Approval of City Council meeting minutes dated July 15, 2014

4. Approval of City Council meeting minutes dated July 17, 2014

*Mr. Donovan moved to approve all consent agenda items. Mr. Wood seconded the motion. The motion was approved unanimously.*

**PUBLIC HEARING**

**ORDINANCES**

1. First reading of Ordinance 2014-08, property sale to Habitat for Humanity

Mr. Cliff Shepard, City Attorney, read Ordinance 2014-08 by title only.

**ORDINANCE 2014-08**

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, AUTHORIZING CONVEYANCE OF CITY PROPERTY FOR THE PURPOSE OF CONSTRUCTING PERMANENT AFFORDABLE HOUSING; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

Mr. Gianikas, Assistant Planning and Development Director, explained the Ordinance along with a quit claim deed. Upon approval the property at 602 Jackson Avenue will be conveyed to Habitat of Lake and Sumter for use to construct affordable housing for owner-occupied single family residence following the Disposition Policy for Real Property Appropriate for Affordable housing.

*Mr. Tedder moved to approve first reading. Mr. Maraio seconded the motion. The motion was approved by roll call vote.*

| Mr. Donovan | Yes | Mr. Wood | Yes |
| Mr. Maraio  | Yes | Mr. Rowlett | Yes |
| Mr. Girone  | Yes | Mayor Hoechst | Yes |
| Mr. Tedder  | Yes | |

**COUNCIL CONSIDERATION/DISCUSSION OF DEPARTMENTAL TOPICS**

**CITY MANAGER INFORMATION/REPORTS**

1. Western Interlocal Service Boundary Agreement (ISBA) with Tavares

Mr. Quinn explained an agreement reached with the City of Tavares pertaining to boundaries. He said if City Council agrees with the boundaries as defined, the agreement with Tavares should be approved so negotiations can continue with Lake County.
Mr. Donovan moved to approve the agreement reached with the City of Tavares. Mr. Tedder seconded the motion. The motion was approved unanimously.

2. Main Street Leasing request for consideration of relocating the synchronized Holiday Tree

Mr. Quinn received a request from Larry Baker, Main Street Leasing, to relocate the automated holiday tree from its present location to the pedestrian mall.

Mr. Donovan moved to allow relocation of the tree. Mr. Tedder seconded the motion. The motion was approved unanimously.

3. Mr. Quinn has received a request from Burkhardt Construction to offer a tour of the project they did in Hollywood, Florida to tour work they have completed in other Cities. 1 – 3 pm on August 13, 2014.

PUBLIC WORKS

1. Architectural Information for Public Works Buildings

Mr. Peters explained the concept plan for the Public Works complex. He said for several years the Public Works and Utilities Department has been working out of rented facilities due to problems with the old Public Works Administrative offices on Highland Street. The lease renewal date for rented offices is due in December 2015, and staff has been looking at options for the future as it has become apparent that the physical separation of key administrative staff has resulted in operational and management challenges.

Staff has developed plans for a 7,790 square foot single story building on the eastern side of the property, on Simpson Street, that will house all Public Works and Utilities employees except for Wastewater and Water Plant Operators and the conversion of the old administrative offices into a storage facility along with sign and meter shops.

The consensus of City Council was for Staff to move forward and bring forth additional detail and a sound financial plan.

POLICE DEPARTMENT

1. Update pertaining to School Resource Officer Additions

Police Chief John O’Grady stated currently the School Resource Officer (SRO) program in the middle school and high school is being administered by the Lake County Sheriff’s Office. Due to previous personnel and budget constraints the Mount Dora Police Department (MDPD) was unable to take over the program. In order to strengthen the ties within the community, it is imperative that the MDPD serve as school resource officers in the schools located within the city limits of Mount Dora. After meetings with the Sheriff’s office staff and the Lake County School Board administration, they have agreed to partner with MDPD to implement an SRO program at the Mount Dora High School.
Mr. Maraio supports the program even though he expressed disappointment in the position Lake County School Board has taken on the issue, refusing to cover costs, even though they are already covering the cost, because Mount Dora has the opportunity to apply for grant funds.

Mr. Wood supports the program.

*Mr. Tedder moved to approve the request for school resource officer agreement moving forward to the Lake County School Board. Mr. Donovan seconded the motion. The motion was approved unanimously.*

Mr. Donovan thanked Police Chief O’Grady and Deputy Police Chief Bell for their hard work and dedication to the SRO program.

**CITY ATTORNEY INFORMATION/REPORTS**

Mr. Shepard said there has been communication with the mediator pertaining to ongoing issues with Medallion Homes. Once additional information is received, he will update City Council on the next steps in the process.

**OTHER BUSINESS**

1. Emergency Request to Replace Javens Circle Underground System

Mr. Charles Revell, explained problems experienced in the Villas of Mount Dora, off Eudora Road. He said the type of electrical cable used in that area was directly buried in the ground and became stiff and cracked. When water gets into the crack, the cable goes bad. This happened two times on Thursday night, same cable and it took approximately 7 hours to get repairs done. Mr. Revell said this project was already submitted for the 2015 capital project budget and he would like to move the project up to present. He said this project is the last of the larger similar projects. He said with approval from City Council, the contract would begin on Monday and the project will take approximately 4-5 weeks.

*Mr. Rowlett moved to approve the emergency request. Mr. Tedder seconded the motion. The motion was approved unanimously.*

**COMMITTEE UPDATES/REPORTS**

Mr. Donovan presented a committee report to City Council from his service with the MPO:

- The MPO Governing Board last met on June 25. The annual process of developing the list of priority projects resulted in a draft document being approved for public review. The Governing Board will be asked August 27 to approve the finalized document.
- Of note was the discussion and vote by the board to maintain as the top priority for new construction funding SR 44, from the US 441-Donnelly Street intersection north to the Orange Avenue-SR 44 intersection. FDOT indicated they would soon be programming the construction funds. Also discussed was the widening to six lanes of US 441 from the SR 44-Donnelly Street intersection south to the SR 46 intersection. The project is just now entering the design phase and ROW acquisition funds are programmed beginning in FY 2017-18 and
spread over three years. Therefore, the timing of when the widening project could be delivered is dictated by the time needed to design the project and acquire the ROW.

- The Transit Development Plan was presented for public comment as part of an annual process of updating the plan. The final request for public comment will be at the August 27 MPO meeting. The last major update of the transit plan resulted in the pending change of Route 2 to a clockwise circulation through Mount Dora back to the transfer location in Eustis.

- Finally, at the federal level, Congress passed legislation to patch funding for the Highway Trust Fund through May 2015. A new transportation bill is needed as MAP-21 is now set to expire at the same time. Congress has repeatedly allowed multi-year transportation bills to expire, only to pass multiple continuing resolutions to extend the terms of the expiring bill. They have never faced an insolvent highway fund.

- Heart of Florida trail map was provided to City Council members. FDOT requested from the three MPO/TPOs an application to move forward on the SR 40 Trail PD&E (Black Bear Scenic Byway Trail) which would complete the Heart of Florida Loop Trail in Central Florida.

- Lake-Wekiva Trail PD&E because of contractual issues had to be re-advertised. Inwood Consulting Engineers with BESH Engineering were selected to finalize the PD&E project.

Mayor Hoechst said the League of Cities met and went over everything that happened at the legislative level during the most recent season.

BOARD APPOINTMENTS

1. Mayor Hoechst announced a vacancy on the Parks & Recreation Advisory Board. She asked if anyone has an idea of someone who would like to be appointed, to please let her know.

2. Lake Community Action Agency request for appointment of elected official and alternate – Current Representative is Nick Girone

Mr. Girone would like to continue.

*Mr. Donovan moved to reappoint Mr. Girone. Mr. Wood seconded the motion. The motion was approved unanimously.*

OTHER BUSINESS

Mr. Wood asked about Oak trees being planted on Tremain Street. He said Crepe Myrtles would be more appropriate.

Mr. Maraio complemented the work being done on the streetscape project. He referred to a recent article written by Lauren Ritchie about the catastrophe in Tavares. Complements to all staff involved in planning and project management.

Mayor Hoechst announced the Back to School Backpack Program. The event will be on Saturday, August 9 at Frank Brown field beginning at 9:00 a.m.
OTHER BUSINESS Cont’d

Mr. Quinn announced his intent to retire by March 31, 2015.

Mayor Hoechst closed the meeting with a letter of thanks from one of the Sister Cities students.

ADJOURNMENT

The meeting was adjourned at approximately 7:02 pm.

_______________________________________________________________
Catherine T. Hoechst, Mayor

_______________________________________________________________
Gwen Keough-Johns, MMC, City Clerk
DATE: August 19, 2014
TO: Mayor and City Council
FROM: Mark Reggentin, AICP, Planning and Development Director
VIA: Michael Quinn, City Manager
RE: Request for: 1) First Reading Ordinance No. 2014-07 PUD Amendment (1st) to the Wolf Creek Ridge Master Plan Conditions; 2) Approval and Authorization for Mayor’s Execution of the Proposed Developer’s Agreement; and Hold Hearing for Second Reading and Adoption.

Recommendation:

Staff recommends approval of the above-referenced request for the proposed Wolf Creek Ridge PUD Amendment (1st) and the attached Developer’s Agreement.

On July 16, 2014, the Planning and Zoning Commission recommended approval of the PUD Amendment (1st) to the Wolf Creek Ridge PUD Master Plan with the condition that a Developer's Agreement be prepared for commitments to the park site improvements.

Reference/Support:

Sections 3.4.5 of the City's Land Development Code
PUD Ordinance No. 838 Adopted February 17, 2004

Background:

SITE SUMMARY:
Existing Use: Single-Family Platted Lots (110), City Water Plant, and Vacant Land
Proposed Use: Single-Family Residential
Future Land Use: Low/Medium Density Residential (4 DU/AC or Less)
Zoning: PUD
JPA: City/County Joint Planning Area
Overlay Zones: None
Site Area: Total PUD: 78.70 acres

SURROUNDING PROPERTY TABLE

<table>
<thead>
<tr>
<th>Direction</th>
<th>City/County</th>
<th>FLU</th>
<th>Zoning</th>
<th>Existing Use(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>County</td>
<td>Res. Med</td>
<td>Ag</td>
<td>SFR and Vacant Land</td>
</tr>
<tr>
<td>South</td>
<td>City</td>
<td>Res. L/M</td>
<td>PUD</td>
<td>Summerbrooke</td>
</tr>
<tr>
<td>South</td>
<td>County</td>
<td>Res. Med</td>
<td>AG</td>
<td>SFR and Vacant Land</td>
</tr>
<tr>
<td>East</td>
<td>City</td>
<td>Res. Low</td>
<td>R-1</td>
<td>Vacant Land</td>
</tr>
<tr>
<td>East</td>
<td>County</td>
<td>Res. Med</td>
<td>AG</td>
<td>SFR, Greenhouse, Vacant Land</td>
</tr>
<tr>
<td>West</td>
<td>City</td>
<td>Res. L/M</td>
<td>PUD</td>
<td>Summerbrooke</td>
</tr>
</tbody>
</table>
City Council Meeting August 19, 2014
Wolf Creek Ridge - PUD Amendment (1st)
Page 2

The original Wolf Creek Ridge PUD Master Plan was approved by the City on February 17, 2004, by Ordinance No. 838. The Master Plan included a total of 291 single-family units. Currently, there are a total of 110 lots platted under Phase 1, and there are a total of 12 homesites currently built. The proposed PUD Amendment will decrease the total units from 291 to 254 (37 less units).

The applicant's request is to update the PUD Master Plan to reflect zoning performance standards of the adjacent Summerbrooke community to the south. The builder, Park Square Enterprises, LLC, is pursuing lots within the Wolf Creek Ridge and wishes to activate this development with similar housing products. Other PUD changes include amending setbacks requirements consistent with the Summerbrooke development. The original PUD included site specific setbacks tailored to the project at that time.

The PUD Master Plan is designed with a southern roadway connection to Summerbrooke for future cross-connection between the two developments. Currently, the main ingress and egress to Wolf Creek Ridge development is off Niles Road via Wolf Branch Road. A secondary access to Niles Road was planned during Phase 3 of the Master Plan with connection directly across the planned park site.

In January 2009, the City of Mount Dora purchased 20+/- acres of the property on the east side of Niles road for the Eastern Service Area Water Treatment Plant, which was part of the Wolf Creek Ridge PUD. This parcel included a 10.91 acres park site. Under the original Master Plan the HOA would have been required to maintain the park site amenities. This component has been revised in the proposed PUD Amendment and now eliminates the HOA for the future park maintenance responsibilities, as the City is the owner of this parcel. The park site amenities and improvements will be constructed by the developer (developer's expense), and then turned over to the City. The PUD conditions are being updated to reflect the current status of the park site property and timing of the park site amenities. The park improvements and timing for installation will be ratified through a Developer's Agreement between Hallmark Equity Partners, LLC (the Developer) and the City (see attached).

The proposed ordinance (see attached) incorporates the terms and conditions of the updated Master Plan accordingly.

Notifications:
P&Z Meeting Notice and Notification to Surrounding Owners - July 4, 2014
CC Meeting Notice - August 8, 2014
CC Notification to Surrounding Owners - August 12, 2014

Attachments:
Ordinance No. 2014-07
Developer's Agreement
Vicinity Map
Ownership Map
Proposed Master Plan Site Data Section
Proposed Master Plan Amendment (1st)
Original Master Plan (3 pages - for information purposes only)
Application
ORDINANCE NO. 2014-07

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, AMENDING THE MASTER PLAN CONDITIONS OF THE WOLF CREEK RIDGE PLANNED UNIT DEVELOPMENT; REVISING THE PUD DEVELOPMENT PERFORMANCE STANDARDS; AND UPDATING THE SITE CONDITIONS; PROVIDING FOR CONFLICTS, SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the Wolf Creek Ridge Planned Unit Development (PUD) was approved by City Council on February 17, 2004, by Ordinance No. 838; and

WHEREAS, Park Square Enterprises, LLC and Hallmark Equity Partners, LLC, property owners have requested Amendment to Wolf Creek Ridge Planned Unit Development (PUD) Master Plan terms and conditions; and

WHEREAS, the Wolf Creek Ridge PUD Master Plan, was developed as single-family residential project with unique design and zoning performance standards along with a community park and trail system; and

WHEREAS, the developer has requested revisions to certain PUD conditions in keeping with current housing trends; and

WHEREAS, the Wolf Creek Ridge Planned Unit Development (PUD) Master Plan conditions are consistent with the City's Comprehensive Plan and the underlying Residential Low-Medium Density (4 du/acre or less) Future Land Use designation; and

WHEREAS, the Planning and Zoning Commission, sitting as the local planning agency, has found this ordinance to be consistent with the City’s Comprehensive Development Plan; and

WHEREAS, the amendments to the Wolf Creek Ridge PUD Master Plan are consistent with the City’s Land Development Code.

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 findings of the City Council of the City of Mount Dora.

SECTION 2. That certain parcel of property described below is hereby was rezoned from R-1 (Single Family Residential) to PUD (Planned Unit Development) by Ordinance No. 838 on February 17, 2014, and is subject to the conditions set forth in this ordinance. The PUD Master Plan entitled "Wolf Creek Ridge 1st Amendment" and shall hereby be incorporated by reference. The property is more particularly described as:
Ordinance No. 2014-07

The North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 27, Township 19 South, Range 27 East, Lake County, Florida; AND The East 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 28, Township 19 South, Range 27 East, Lake County, Florida; AND The Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 28, Township 19 South, Range 27 East, Lake County, Florida; AND The Southwest 1/4 of the Northeast 1/4, and the Northeast 1/4 of the Northwest 1/4 of Section 28, Township 19 South, Range 27 East, Lake County, Florida.

SECTION 3. Conditions. The conditions within "Section 4" of the Wolf Creek Ridge Planned Unit Development (PUD) created by Ordinance No. 857 adopted on August 3, 2004, and as recently amended by Ordinance No. 2012-06 adopted on April 3, 2012, are hereby amended as follows:

NOTE: Underlined words constitute the additions to the existing text of the PUD Ordinance No. 838 adopted on February 17, 2004. strikethroughs constitute deletions to the existing text of the PUD Ordinance No. 838. The entire PUD Ordinance and the subsequent amending ordinance sections and conditions are contained in its entirety herein.

SECTION 4. The parcel of property rezoned PUD hereby shall be subject to all conditions set forth in the Land Development Regulations for a parcel of property zoned R-1 except as set forth conditions below:

A. The developer shall be allowed to construct 294 single-family homes on the property described in Section 2.

B. The minimum lot size shall be 60 feet wide by 115 feet deep.

C. The minimum setbacks shall be as follows:

<table>
<thead>
<tr>
<th>Type of Setback</th>
<th>Minimum Setback</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front to open air porch (optional)</td>
<td>16 feet</td>
</tr>
<tr>
<td>Front to primary structure</td>
<td>24-feet-20 feet</td>
</tr>
<tr>
<td>Side</td>
<td>7-feet-5 feet</td>
</tr>
<tr>
<td>Side adjacent to right of way</td>
<td>15 feet</td>
</tr>
<tr>
<td>Rear</td>
<td>25-feet-20 feet</td>
</tr>
</tbody>
</table>

D. Reserved Prior to any building permits being issued, the developer shall present to Planning—and Zoning the models that it will offer at a minimum. There shall be no fewer than—6 floor plans with 3 facades for each floor plan.
E. **Reserved** Each house shall have an open-air front porch meeting the following requirements:

1. The porch will extend along the entire front portion of the house not occupied by the garage.
2. The roofing material of the porch will match the roofing material of the house.
3. The porch will not be screened.
4. The porch will be a minimum of 8 feet in depth.

F. **Reserved** The garage for each house shall be setback a minimum of eight feet from the front building line.

G. Access to the site shall be provided at Niles Road. Additional access shall be provided to the Stephens property - Summerbrooke development to the west and the Simpson property to the east to promote neighborhood interconnectivity.

H. The developer shall be required to construct a left turn lane on Wolf Branch Road for the left turning movement onto Niles Road.

I. **Trail:** The developer shall be required to construct a trail that connects with the trail system on the Stephens property Summerbrooke development. The location and extent of the trail shall be shown on the Final PUD Plan and shall be subject to City approval. The trail location may be adjusted by the developer with City approval.

J. Creek to Sink Connections: The developer shall provide educational brochures informing property owners within the property of the necessity of, and the methods for, protecting the Wolf Branch creek to sink connection. A reference to this restriction shall be placed in the restrictive covenants for the project.

K. **Park Site:** The developer shall provide a 10.91-acre park site for use by the public. The park will be dedicated to, and maintained by, a homeowners association. This park must be completed prior to any development of Phase IV. This 10.91-acre park shall have at least a 200-foot contiguous boundary with the Simpson property to the east. This contiguity may be achieved by either placing the park at the eastern end of the portion of the property located east of Niles Road and placing Kittansett Court at the western end of the property located east of Niles Road, or, at the developer's option, by placing a maximum of nine 9) lots on Kittansett Court. In addition, the developer shall also develop a linear park of a minimum of 50 feet in width running north and south from the north right of way of Bethpage Loop to the south right of way of Bethpage Loop and a linear park of a minimum of 50 feet in width running east and west from the east right of way of Aronimink Drive to the easternmost west right of way of Merion Drive. The park inside Bethpage Loop must be completed in conjunction with the construction of Bethpage Loop. The park between Aronimink Drive and Merion Drive must be completed in conjunction with the construction of Merion Drive. These parks shall be maintained by the home
owners' association, but shall be dedicated to public use. The developer shall provide a 10.91 acre park site for use by the public located on a portion of the City owned tract east side of Niles Road (Alt. Key 1124298). The park site boundary and configuration shall generally follow the layout of the original Wolf Creek Ridge PUD Master Plan (entitled "Final Engineering Plans" dated March 18, 2004) adopted by Ordinance No. 838 on February 17, 2004. The park site amenities and improvements shall be provided and constructed by the developer consistent with the Final Engineering Plans. In addition, the developer shall include park site landscaping and perimeter landscaping buffering ("Buffer Type b") per City's Land Development Code. The trail shall be configured to connect to the adjacent parcel to the east (Alt. Key 1109329), as shown on the previously approved Final Engineering Plans. Trail design shall be consistent with the design requirements of Section 6.15 of the City's Land Development Code. A site plan showing the proposed park site improvements shall be submitted to the City for review and approval prior to construction through the City's normal site plan review process. The park site improvements shall be installed and available to the public on or before the 100th Certificate of Occupancy issued within the Wolf Creek Ridge development. Upon completion and City's final acceptance of the park site amenities and improvements the City shall own and control the park site for public use. The Developer's commitments to the park site improvements and timing as contained within this Condition shall be in accordance with Developer's Agreement, OR Book _____ and Pages _____.

L. Stormwater: The stormwater system must be designed to meet Outstanding Florida Water standards or the 100 year storm event standards.

M. Groundwater Recharge: A groundwater recharge analysis shall be conducted to ensure that post development recharge is at least equal to pre-development recharge. This must be provided with the submittal of the Final Plat.

N. Florida Friendly Landscape Requirements: All individual building lots and common landscape areas must meet the Florida Friendly Landscape Requirements designed by the University of Florida. These requirements shall be developed prior to the issuance of any building permits.

O. Energy Efficiency: Individual dwelling units shall be constructed to meet or exceed Energy Star standards for efficient and economical energy consumption.

P. Exterior Lighting: The developer shall install downward directed exterior lighting to meet the requirements of the Dark Sky Society.

Q. Restrictive Covenants: The restrictive covenants of the development must include:

1. a requirement that no less than three (3) canopy trees of a City of Mount Dora approved species be maintained on each individual lot at all times;
2. a prohibition against overnight on-street parking;
Ordinance No. 2014-07

3. a prohibition against chain-link fencing;
4. a prohibition against car repair, except in emergency situations; and;
5. a provision granting the City of Mount Dora the right to enforce by all legal means the restrictive covenants set forth in subparagraphs 1, 2, 3 and 4 above.

Q. Lot Trees: A minimum of three (3) canopy type trees, per the City approved plant species listing, shall be required on each lot. Tree size shall be minimum 2 inch (DAB), minimum 8 feet in height, and Florida Number One Grade or Better.

SECTION 5: Conflicts. All ordinances that are in conflict with this Ordinance are hereby repealed.

SECTION 6. Severability. Should any section or part of this Ordinance be declared invalid by any court of competent jurisdiction, such adjudication shall not apply or affect any other provision of this Ordinance, except to the effect that the entire section or part of the section may be inseparable in meaning and effect from section to which such holding shall apply.

SECTION 7. Effective Date. This ordinance shall take effect immediately upon its final adoption by the City Council of the City of Mount Dora, Florida.

PASSED AND ORDAINED this ___day of ____ 2014 by the City Council of the City of Mount Dora, Florida.

Attest:

Gwen Johns, City Clerk
City of Mount Dora

Catherine T. Hoechst, Mayor
City of Mount Dora

Date of First Reading:
Date of Second Reading:
Duly Advertised:

Approved as to form:

Clifford B. Shepard, City Attorney
City of Mount Dora
DEVELOPER'S AGREEMENT REGARDING
WOLF CREEK RIDGE PUD PARK-SITE

THIS AGREEMENT ("Agreement") made and entered into as of this ___ day of ______ 2014 by and between HALLMARK EQUITY PARTNERS, LLC, a Florida limited liability company (herein referred to as "Developer"), and the CITY OF MOUNT DORA, a municipal corporation existing under the laws of the State of Florida (herein referred to as "City").

RECATALS

WHEREAS, Developer has requested and City has approved a Planned Unit Development known as Wolf Creek Ridge Planned Unit Development to be developed by Developer on property more particularly described as:


WHEREAS, Ordinance No. 838, which was duly adopted by the City Council of the City of Mount Dora on February 17, 2004, established the Master Plan Conditions of the Wolf Creek Ridge Planned Unit Development ("Wolf Creek Ridge PUD"); and

WHEREAS, the Developer has proposed an amendment to the PUD Master Plan, Ordinance No. 2014-07, to update the terms and conditions of the Wolf Creek Ridge Master Plan; and

WHEREAS, as a condition of the Wolf Creek Ridge PUD, Developer agreed to provide property for and develop a 10.91 acre park site for use by the public; and
WHEREAS, the City has since acquired the necessary property for development of the park site contemplated in Ordinance No. 838 and the subsequent PUD Amendment Ordinance No. 2014-07; and

WHEREAS, the Wolf Creek Ridge PUD was amended by Ordinance No. 2014-07, which was duly adopted by the City Council of the City of Mount Dora and is attached hereto and incorporated herein, in part to recognize that the City has acquired the necessary property for the 10.91 acre park site and that Developer will develop the park on the City owned property; and

WHEREAS, the parties hereto enter this Agreement to formalize and memorialize their agreement related to the development of the 10.91 acre park site; and

WHEREAS, the parties hereto intend that this document shall be recorded in the Official Records of Lake County, Florida and shall run with the land described above included within the Wolf Creek Ridge PUD and be binding upon the heirs, successors and assigns of the parties.

NOW THEREFORE, in consideration of the terms and conditions set forth in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, City and Developer agree to the following:

I. Incorporation of Recitals.

The foregoing recitals are true and correct and are hereby fully incorporated herein by this reference as a material part of this Agreement.

II. City’s Obligations.

a) The City relieves the Developer of its obligation to acquire property for the 10.91 acre park site.
b) The City shall make available to and grant any necessary access rights to Developer on, under, across and through property more particularly described as:

THE NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LESS: THE WEST 25.00 FEET THEREOF. ALSO LESS AND EXCEPT: A PARCEL OF LAND LYING IN THE NORTHWEST ¼ OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST ¼ OF AFORESAID SECTION 27; THENCE RUN SOUTH 00'00'09 WEST ALONG THE WEST LINE OF SAID NORTHWEST ¼ FOR A DISTANCE OF 1332.33 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SAID NORTHWEST ¼ OF SECTION 27; THENCE DEPARTING SAID WEST LINE RUN SOUTH 89°24'28" EAST ALONG THE SOUTH LINE OF SAID NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 27 FOR A DISTANCE OF 25.00 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF NILES ROAD, ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERN RIGHT-OF-WAY LINE CONTINUING ALONG SAID SOUTH LINE RUN SOUTH 89°24'28" EAST FOR A DISTANCE OF 60.00 FEET; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 00'00'09 WEST FOR A DISTANCE OF 40.00 FEET; THENCE RUN NORTH 89°24'28" WEST FOR A DISTANCE OF 60.00 FEET TO A POINT ON AFORESAID EASTERN RIGHT-OF-WAY LINE, THENCE RUN NORTH 00'00'09" EAST ALONG SAID EASTERN RIGHT-OF-WAY LINE FOR A DISTANCE OF 40.00 FEET TO AFORESAID POINT OF BEGINNING.

(the “City Property”) for the sole purpose of Developer constructing the 10.91 acre park site. This obligation to grant access rights to Developer for the purpose of constructing the 10.91 acre park site shall expire upon the completion and acceptance by the City of the park site.

III. Developer Obligations.

Developer shall construct upon the City Property a 10.91 acre park site consistent with the following:

a) The park site boundary and configuration shall generally follow the layout of the original Wolf Creek Ridge PUD Master Plan (entitled “Final Engineering Plans” dated March 18, 2004) adopted by Ordinance No. 838 on February 17, 2004 and
subsequently amended by Ordinance No. 2014-07. The Amended PUD Master Plan is attached hereto and incorporated herein.

b) The park site amenities and improvements shall be provided and constructed by Developer consistent with the Final Engineering Plans and the conditions of PUD Ordinance No. 2014-07.

c) Developer shall include on the park site landscaping and perimeter landscaping buffer (Buffer type “b”) per the City’s Land Development Code.

d) The trail to be developed consistent with the Final Engineering Plans shall be configured to connect to the adjacent parcel with Lake County Alt. Key 1109329 located to the east of the City Property and shall be designed consistent with the design requirement of Section 6.15 of the City’s Land Development Code.

e) Prior to commencement of construction of the park site described herein, Developer shall submit to the City for review and approval in accordance with all applicable provisions of the City’s Code of Ordinances and Land Development Code.

f) Prior to commencement of construction of the park site described herein, Developer shall execute and record in the Official Records of Lake County, Florida a Payment and Performance Bond satisfying all applicable requirements of Section 255.05, Florida Statutes.

g) The park site improvements shall be installed and available to public on or before the issuance of the 100th Certificate of Occupancy within the Wolf Creek Ridge PUD.
h) Upon completion of the park site improvements by Developer and acceptance of same by City, City shall take ownership and control of the park site improvements. Developer shall execute any necessary documents to perfect the City’s interest in the park site improvements.

IV. Cooperation.

Developer and City shall cooperate fully with each other to achieve the terms, conditions, and intentions of this Agreement. In connection with City development permits and approvals necessary to construct the improvements indicated described herein, City agrees to process Developer’s development permit applications in good faith and in a prompt and diligent manner.

IV. Authority.

Each party hereby represents and warrants to the other that each has full power and authority to enter into this Agreement. City further represents that all requirements and procedures, including public hearings, have been properly conducted so that the execution hereof by City shall constitute the final action of City and this Agreement shall be binding and enforceable against City and Developer.
V. Notices.

Any notice required or allowed to be delivered hereunder shall be in writing and shall be deemed to be delivered when: (a) hand delivered to the official hereinafter designated, or (b) upon receipt of such notice, when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or (c) one day after deposit with a nationally recognized overnight courier service, e.g., Federal Express, Purolator, Airborne, Express Mail, etc., addressed to a party at the address specified below or such other address as from time to time may be provided by written notice:

City: Mr. Michael Quinn, City Manager
City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757

Developer: Varun Mittal, Manager
Hallmark Equity Partners, LLC
Wills, Texas 77378

VI. Defaults.

Failure by either party to perform any of its obligations hereunder shall constitute a default, entitling the non-defaulting party to pursue such remedies as may be available to it under Florida law or equity including, without limitation, an action for specific performance and/or injunctive relief. Prior to any party filing any action as a result of a default under this Agreement, the non-defaulting party shall first provide the defaulting party with written notice of said default. Upon receipt of said notice, the defaulting party shall be provided a fifteen (15) day opportunity in which to cure the default prior to filing said action. The prevailing party in any litigation arising under this Agreement shall be entitled to recover its reasonable attorney’s fees and costs, whether incurred at trial or on appeal.
VII. **Applicable Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

VIII. **Relationship of the Parties.**

The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of City. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would, indicate any such relationship or conflict of interest with the other. City and Developer shall maintain an arms-length relationship throughout the development of the Project.

IX. **Sovereign Immunity.**

Nothing contained in this Agreement shall be construed as a waiver of City’s right to sovereign immunity for tort claims under Section 768.28, Florida Statutes, or any other limitation on City’s potential liability under state and federal law.

X. **Insurance and Indemnification**

a. Developer shall obtain a comprehensive, general liability insurance policy naming the City as an additional named insured for claims arising out of Developer’s construction activities on the City Property with minimum coverage limits of $1,000,000 per occurrence. Said policy shall not be cancelable without thirty days prior written notice to the City.

b. Developer agrees to the fullest extent permitted by law to at all times indemnify, defend and hold the City harmless from and against any and all liability, loss,
claim, suit, damage, charge or expense which the City may suffer, sustain, incur, or in any way be subjected to, on account of death of or injury to any person whomsoever and damage to or loss of or destruction of any property whatsoever, arising from, or in any way connected to Developer or its employees, contractors, subcontractors, agents, or invitees’ actions on the City Property or related to the construction of the 10.91 acre park site on the City Property, or occasioned wholly or in part by any act or commission of Developer, its employees, contractors, subcontractors, agents or invitees or guests. Should the City be made a party to any claim or litigation for death or injury to person or damage to or loss of property commenced by anyone against the City arising out of Developer or its employees, contractors, subcontractors, agents, or invitees’, activities related to the City Property, Developer shall defend, indemnify and hold the City harmless and shall pay all costs, expenses and reasonable attorney’s fees of the City’s attorneys incurred or paid by the City in connection with such claim or litigation within thirty (30) days of receipt of any invoice pertaining thereto. The obligation provided in this paragraph shall survive any termination of this agreement.

XI. City’s Police Power.

City hereby reserves all police powers granted to City by law. In no way shall this Agreement be construed as City’s bargaining away or surrendering its police powers.
XII. **Interpretation.**

The parties hereby acknowledge and agree that they have both participated equally in the drafting of the Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

XIII. **Third-Party Rights.**

This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third-party.

XIV. **Counterparts.**

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement, but such counterparts shall together constitute but one and the same instrument.

XV. **No Liability or Monetary Remedy.**

Developer hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on City, and that City bears no liability for direct, indirect or consequential damages. The only remedy available to Developer for any breach by City is one of mandamus to require City’s specific performance under the terms and conditions of this Agreement.

XVI. **Force Majeure**

This contract is subject to force majeure and contingent on strikes, acts of God, weather conditions, limitational restrictions imposed by any governmental agency, delays caused by the City or its representatives, legal delays derived from contamination of land or any other governmental or political processes outside of Developer’s control or other delays beyond the control of the Developer. If
Developer is delayed or frustrated in performing its obligations within contract time limits, under this Agreement by virtue of such force majeure, then at the option of the Developer, the contract time limits either may be extended for the period of such force majeure or this Agreement is subject to being voided by Developer without penalty.

XVII. Declaration of the City Council of Mount Dora.

The City Council of the City of Mount Dora hereby finds that this Agreement is consistent with the City’s Comprehensive Development Plan and other Governing Documents and is a legislative act of the City Council of City. The City Council further finds that this Agreement promotes the public health, safety, and welfare and is consistent with, and a proper exercise of, City’s powers under the Municipal Home Rule Powers Act, as provided in s.2(b), Article VIII of the Florida Constitution, Chapter 166.021, Florida Statutes, and City’s police powers.

XVIII. Obligation to Adhere to Requirements of Law.

Developer agrees that it and its successors and assigns will be bound by the provisions of this Agreement, as well as all federal, state and local laws, as the same may be amended or created from time to time. No clause or provision of this Agreement shall be construed to excuse the observance of any requirement of any law by Developer.

XIX. Covenants and Term.

The terms, conditions and covenants set forth herein shall be construed as covenants running with the land, and shall be binding upon and inure to the benefit of Developer and its assigns and successors in interest, and City and its assigns and successors in interest. This Agreement shall not be assignable by the Developer without City’s approval, which approval shall not be unreasonably withheld. This Agreement shall be effective for a period of ten (10)
years from the Effective Date unless sooner terminated by Developer or City pursuant to a specific right of termination set forth in this Agreement. The parties specifically recognize that venue will be located properly in Lake County, Florida, for any action regarding this Agreement. The failure of any party to this Agreement to enforce any provision contained herein shall in no event be deemed a waiver of its rights to thereafter enforce the same, nor shall any liability attach to said party for failure to enforce this Agreement. Once the Project has been completed and all provisions herein satisfied, City and Developer shall terminate the Agreement by mutual consent.

**XX. Amendments.**

This Agreement shall not be amended except by an instrument in writing executed by the parties hereto or their successors and assigns.

**XX. Gender, Number and Subtitles.**

As used in this Agreement, the plural includes the singular, and the singular includes the plural. Use of one gender includes all genders. Captions and subtitles for paragraphs herein are used for ease in reading this Agreement, and the captions and subtitles do not form a substantive part of this Agreement.
XXI. **Severability.**

Invalidation of any word, clause, sentence, or paragraph contained herein due to illegality, unconstitutionality, or for any other reason as determined by a court of competent jurisdiction shall not act to cause this entire Agreement to be found to be invalid, illegal or unconstitutional, and this Agreement shall be read without such invalid, illegal or unconstitutional word, clause, sentence or paragraph.

XXII. **Recording in Public Records.**

The Agreement shall be recorded in the Public Records of Lake County, Florida ("Public Records"). The City Clerk or designee shall ensure the proper recording is accomplished within fourteen (14) days after this Agreement is signed by Developer and City.

**IN WITNESS WHEREOF,** Developer and City have executed this Agreement in form sufficient to bind them as of the day and year first above written.

**WITNESSES:**

<table>
<thead>
<tr>
<th>WITNESSES:</th>
<th>HALLMARK EQUITY PARTNERS, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a Florida limited liability company</td>
</tr>
</tbody>
</table>

Print Name: ________________________________

By: ________________________________
Varun Mittal, Manager

Print Name: ________________________________

CITY OF MOUNT DORA
a Florida Municipal Corporation

Attest:

By: ________________________________
Gwen Keogh-Johns
City Clerk

By: ________________________________
Catherine T. Hoechst
Mayor

-12-
STATE OF ____________________________

COUNTY OF __________________________

The foregoing instrument was acknowledged before me this ______ day of ________, 2014
by VARUN MITTAL, as Manager of Developer, HALLMARK EQUITY PARTNERS, LLC, a
Florida limited liability company, who executed the foregoing instrument and acknowledged
before me that he executed the same for the uses and purposes therein expressed and who is
presently known to me or who has produced ____________________________ as
identification and who did not take an oath.

______________________________
Notary Public Signature

______________________________
Typed or Printed Notary Name
Notary Public-State of Florida
Commission No.: __________________
My commission expires: ______________

Notary Signature

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ______ day of ________, 2014
by CATHERINE T. HOECHST and GWEN KEOUGH-JOHNS, respectively, the and City
Clerk, of the CITY OF MOUNT DORA, FLORIDA who are personally known to me or have
produced ____________________________ as identification and who did not take an oath.

______________________________
Notary Public Signature

______________________________
Typed or Printed Notary Name
Notary Public-State of Florida
Commission No.: __________________
My commission expires: ______________

Notary Signature
PROPOSED

Wolf Creek Ridge
PUD Master Plan Amendment (1st)
Ordinance No. 2014-07
SITE DATA:

1. SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST.
2. OVERALL SITE CONTAINS 78.74 ACRES (1,430,729 SF).
3. SUBJECT PROPERTY IS UNDER CONTROL OR OWNED BY APPLICANT.
4. TOTAL NUMBER OF LOTS: 254
5. PROPOSED DEVELOPMENT: SINGLE FAMILY RESIDENTIAL
6. RESIDENTIAL DENSITY = 254 UNITS/78.7 AC. = 3.22 D.U./AC.
7. PROJECTED SCHOOL AGE POPULATION = 0.65 X 254 = 165
8. MAXIMUM BUILD HEIGHT = 35 FEET.
9. SETBACKS:
   FRONT: 15' FOR FRONT PORCH (NOT UNDER A/C) - OPTIONAL
   FRONT: 20' FOR HOUSE (UNDER A/C / GARAGE
   REAR: 20' FOR HOUSE PAD AND 5' FOR POOL ENCLOSURE
   SIDE: 5'
   SIDE: 15' FOR SIDE ROAD
10. BOUNDARY PROVIDED BY ALLEN AND COMPANY - PROFESSIONAL SURVEYING & MAPPERS.
11. WATER AND SEWER TO BE PROVIDED BY THE CITY OF MT. DORA.
12. UTILITY EASEMENTS TO BE DEDICATED TO THE CITY OF MT. DORA.
13. GRANITE EASEMENTS TO BE DEDICATED TO THE HOME OWNERS ASSOCIATION.
14. THE HOME OWNERS ASSOCIATION WILL OWN AND MAINTAIN ALL COMMON AREAS AND WALLS.
15. SIDEWALKS TO BE CONSTRUCTED THROUGHOUT THE ENTIRE PROJECT IN COMPLIANCE WITH THE CITY OF MT. DORA LAND DEVELOPMENT CODE.
16. OPEN SPACE:
   PARK AREA = 10.81 AC.
   RIDLAND NO. 1 = 1.71 AC.
   BIKE PATH EASEMENT = 0.14 AC.
   POND 1 & 3 TRACT = 11.35 AC.
   POND 2 TRACT = 3.97 AC.
   LINEAR PARKS = 1.41 AC.
   TOTAL OPEN SPACE = 18.52 AC. (30.55%)
17. LEFT TURN LANE TO BE PROVIDED ON WOLF BRANCH ROAD AT INTERSECTION OF NILES ROAD.
18. NILES ROAD TO BE IMPROVED TO 24' WIDE PAVEMENT WITH CURB AND GUTTER. IMPROVEMENTS FROM HIGH POINT ON NILES ROAD TO WOLF BRANCH ROAD SHALL BE MINI CURB ONLY.
19. ZONING: PUD
   FUTURE LAND USE: LOW/MEDIUM DENSITY RESIDENTIAL (4 D.U./AC OR LESS).
20. IRRIGATION AND LANDSCAPING TO COMPLY WITH THE CITY OF MT. DORA LAND DEVELOPMENT CODE.
21. PHASE 1 INCLUDES WINTER & SEWER MAIN EXTENSIONS, TURN LANE ON WOLF BRANCH ROAD AND NILES ROAD IMPROVEMENTS.
22. WOLF BRANCH ROAD & NILES ROAD ARE MAINTAINED BY LAKE COUNTY.
23. STREET LIGHTING WILL BE DOWNWARD DIRECTED AND MEET DARK SKY SOCIETY STANDARDS.
24. INDIVIDUAL LOT LANDSCAPING WILL MEET FLORIDA FRIENDLY LANDSCAPING REQUIREMENTS INCLUDING 3 TREES ON EACH LOT.
25. STORMWATER TREATMENT WILL MEET OR EXCEED Off (Outstanding Florida Waters) STANDARDS.
26. BUILDING PAD SHOWN ON THIS PLAN DO NOT INCLUDE POOL DECK AREAS.
27. THE CITY OF MT. DORA WILL REIMBURSE THE DEVELOPER FOR UPGRADED POTABLE WATER AND RECLAIMED WATER UTILITY MAINS GREATER THAN 10 INCHES IN DIAMETER ON WOLF BRANCH ROAD.
ORIGINAL

Adopted PUD Master Plan
Ordinance No. 838
February 17, 2004

* For Information Purposes Only *
FINAL ENGINEERING PLANS

WOLF CREEK RIDGE

SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST
CITY OF MT. DORA, FLORIDA

FOR

SANTRUST, LTD.
738 RUGBY STREET
ORLANDO, FL. 32804
540-1500

INDEX OF SHEETS

<table>
<thead>
<tr>
<th>SHEET</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>COV-1</td>
<td>COVER SHEET</td>
</tr>
<tr>
<td>ST-1</td>
<td>SYMBOLS &amp; ABBREVIATIONS</td>
</tr>
<tr>
<td>NT-1</td>
<td>GENERAL NOTES</td>
</tr>
<tr>
<td>I-1</td>
<td>BOUNDARY SURVEY</td>
</tr>
<tr>
<td>ST-2</td>
<td>SITE PLAN</td>
</tr>
<tr>
<td>UT-2</td>
<td>UTILITY PLAN</td>
</tr>
<tr>
<td>DR-2</td>
<td>DRAINAGE PLAN</td>
</tr>
<tr>
<td>GR-2</td>
<td>GRADING PLAN</td>
</tr>
<tr>
<td>PP-1</td>
<td>PLAN &amp; PROFILES</td>
</tr>
<tr>
<td>DP-1</td>
<td>DRAINAGE DETAILS</td>
</tr>
<tr>
<td>DT-3</td>
<td>CONSTRUCTION DETAILS</td>
</tr>
<tr>
<td>CD-3</td>
<td>UTILITY DETAILS</td>
</tr>
<tr>
<td>LS-1</td>
<td>LIFT STATION</td>
</tr>
</tbody>
</table>

MADDEN
engineering, inc.
CIVIL ENGINEERS

431 E. HORATIO AVENUE, SUITE 280
MAITLAND, FLORIDA 32751
PHONE (407) 629-8330
FAX (407) 629-8336

VICINITY MAP
AMENDMENT TO FINAL PLANNED UNIT DEVELOPMENT APPLICATION

1. Applicant’s Name: Hallmark Equity Partners, LLC
   Address: 200 S Danville St
   City, State & Zip: Wills, TX 77378
   Phone: Fax: 

2. Owner’s Name: Hallmark Equity Partners, LLC
   Address: 200 S Danville St
   City, State & Zip: Wills, TX 77378
   Phone: Fax: 

3. Contractor’s Name:
   Address:
   City, State & Zip:
   Phone:
   License Number:

4. Architect’s Name:
   Address:
   City, State & Zip:
   Phone:
   Registration Number:

5. Engineer’s Name: Askey Hughey, Inc. (James F. Askey, P.E.)
   Address: PO Box 420639
   City, State & Zip: Kissimmee, FL 34742
   Phone: 407-957-3308 Fax: 407-957-1019
   Registration Number: 45134

6. Landscape Architect:
   Address:
   City, State & Zip:
   Phone:
   Registration Number:

7. The property is located in the vicinity of the following streets or the following addresses:
   Along Niles Road, north of SR 46 and south of Wolf Branch Road

Amendment to Final Planned Unit Development
8. Area of property       Square Feet:       Acres: 98.3 +/- 

9. Briefly describe the proposed project:
   Amend certain development standards in the PUD (Ordinance 838) to broaden the appeal to a wider range of buyers

10. Has any previous application been filed within the last year in connection with this property?
    None that we are aware of

11. Describe changed condition justifying amendment:
    Allowing for housing products consistent with adjacent developments will appeal to a broader range of buyers

12. The exact legal description of the property is as follows:
    See Attached

Owner/Applicant Signature      Date 4-7-14
To Whom It May Concern:

With this letter, I hereby authorize Askey Hughey, Inc. to act as agent for the purpose of submitting plans, obtaining approvals, and applying for permits for the project known as WOLF CREEK RIDGE.

Sincerely,

Varun Mittal, Manager
Hallmark Equity Partners, LLC

4/18/14

Sworn to and subscribed before me on this 8th day of April, 2014, by Varun Mittal, on behalf of Hallmark Equity Partners, who is [✓] personally known to me or [ ] who presented identification.

Notary Public, State of Florida

My Commission Expires: 5/10/17
DATE: August 19, 2014

TO: Mayor and City Council

FROM: Gus Gianikas, Planning & Development

VIA: Michael Quinn, City Manager

RE: Second Reading and Adoption of Ordinance 2014-08 Conveyance City property at 602 Jackson Avenue

**Recommendation:** The staff recommends the City Council convey the property at 602 Jackson Avenue to Habitat of Lake and Sumter for use for construction affordable housing for owner-occupied single family residence following the Disposition Policy for Real Property Appropriate for Affordable Housing.

City Council, at their regularly scheduled meeting on August 5, 2014, recommended approval of the first reading of Ordinance 2014-08 and to hold a hearing for the second reading and final adoption.

**References/Support:** (1) Legal Ad June 1, 2014 – Notice of Intent to Dispose of Public Property for Redevelopment; (2) Resolution 2013-13 and Disposition Policy per F.S.166.0451 – adopted August 6, 2013.

**Background/Information:** Resolution 2013-13 was adopted on August 6, 2013 pursuant to Chapter 166.0451 of the Florida Statutes, which requires each municipality within the State of Florida to prepare an inventory list of all real property within its jurisdiction to which the municipality holds fee simple title that is appropriate for use as affordable housing.

Disposition Policy for Real Property Appropriate for Affordable Housing

The City may donate or sell property for less than fair market value, which has a current fair market value of less than $10,000, to a not-for-profit corporation which has been qualified and specifically listed herein below and has an objective of creating owner-occupied single-family housing for persons of low income (80% of the median annual adjusted gross income for households in Lake County). The not-for-profit corporation must be approved by the City as an entity whose efforts at constructing housing for low income individuals meet reasonable standards as to the quality of construction and compliance with income standards.
The following listed not-for-profit corporations are found to be qualified and may receive property donations pursuant to this policy:

(A) Habitat for Humanity of Lake Sumter, Inc.
(B) Homes in Partnership

The City will dispose of the property through a declaration of surplus for the purpose of soliciting Request for Qualifications (RFQ) from eligible entities to develop the property in accordance with the Mount Dora Land Development Code requirements. If two or more responders are equally qualified, the City will make the final selection by lottery.

The agreement with the not-for-profit corporation will contain the following conditions:

A. The property be used solely for the construction of affordable owner-occupied single-family housing for low income individuals;

B. That construction of such housing begin within 18 months of the donation, unless such time is extended by the City Council;

C. Construction completed within 24 months of donation, unless such time is extended by the City Council;

D. The not-for-profit corporation will assume full responsibility for construction of the homes in compliance with appropriate building codes; and;

E. If construction is not feasible or does not commence within required time period, the property will be conveyed to the City, at no cost to the City.

There was one response to the Legal Ad published June 1, 2014, Notice of Intent to Dispose of Public Property for Redevelopment from Habitat for Humanity Lake-Sumter Florida. Their correspondence is attached.

**Attachments:**

Ordinance No. 2014-08
ORDINANCE NO.: 2014-08

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA AUTHORIZING CONVEYANCE OF CITY PROPERTY FOR THE PURPOSE OF CONSTRUCTING PERMANENT AFFORDABLE HOUSING; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora desires to convey to Habitat for Humanity of Lake-Sumter, Florida, Inc. the real property described in the Quitclaim Deed attached hereto as Exhibit “A” for the purpose of constructing permanent affordable housing; and

WHEREAS, the City Council of the City of Mount Dora, through Resolution 2013-13 and pursuant to Chapter 166, Florida, has identified the real property described in Exhibit “A” as appropriate for use as affordable housing; and

WHEREAS, this conveyance is being made following notice and proposals applicable to City property located within the Northeast Community Redevelopment Area (“NECRA”) pursuant to the requirements of Chapter 163, Florida Statutes; and

WHEREAS, the City Council of the City of Mount Dora finds that this ordinance promotes the public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA THAT:

SECTION 1. The City hereby authorizes the transfer and conveyance of the lands described in the Quitclaim Deed attached hereto as Exhibit “A” to Habitat for Humanity of Lake-Sumter, Florida, Inc. for the purpose of construction of affordable housing in perpetuity within NECRA as consideration for this conveyance.

SECTION 2. This Ordinance shall not be codified.

SECTION 3. All ordinances or portions of ordinances in conflict herewith are repealed.

SECTION 4. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ORDAINED this 19 day of August 2014, by the City Council of the City of Mount Dora, Florida.

Attest:

Gwen Johns, City Clerk
City of Mount Dora

Cathy Hoechst, Mayor
City of Mount Dora
Date of First Reading: August 5, 2014
Date of Second Reading: August 19, 2014
Duly Advertised: August 8, 2014

Approved as to form:

Clifford B. Shepard, City Attorney
City of Mount Dora
PROCLAMATION

Florida Water Professionals Month

WHEREAS The Florida Water & Pollution Control Operators Association, organized in 1941, is a non—profit trade organization that promotes the sustainability of Florida’s water utility industry through workforce development, to protect the health of Florida’s citizens and to preserve the state’s water resources; and

WHEREAS this organization offers water and wastewater treatment plant operator and water distribution system operator training courses required for the State of Florida’s operator licenses, eight voluntary certification programs, and continuing education programs for operator license renewal; and

WHEREAS this organization, in recognizing the importance of the Florida Statutes and Administrative Code that regulate the water industry, acts as liaison between the Florida Department of Environmental Protection and industry personnel; and

WHEREAS the Florida Water & Pollution Control Operators Association recognizes all those who have played a significant part in operating and maintaining drinking water, wastewater, and stormwater systems in Florida by celebrating Florida Water Professionals Month, which applauds their constant efforts to protect our health and environment.

NOW THEREFORE, I, Catherine T. Hoechst, Mayor of the City of Mount Dora, do hereby extend greetings and best wishes to all observing August 2014 as Florida Water Professionals Month.

Catherine T. Hoechst, Mayor
DATE:     August 19, 2014
TO:        City Council
FROM:      Michael Quinn
RE:        City Manager Recruitment Process

Recommendation: Review the critical decision-points that are early in the process in order to give staff direction as to proceeding ahead with an orderly recruitment process.


Background/Information: Since the City Manager and the City Attorney are directly appointed by the City Council, a pending vacancy in one of these positions is critical to replace through a comprehensive recruitment and selection process. With my announced retirement for 3/31/15, we have an end date to work backwards for a timeline of decisions and task completions to assure that there is a smooth transition of management for the organization. This timeline will help in that I will continue to serve until my retirement date or sooner depending upon the actual progress of the recruitment. Therefore, there should be no immediate need for an interim manager.

The most immediate decision-points revolve around the available options to conduct the recruitment. These typically involve (1) conducting the recruitment process in-house through HR, (2) conducting the recruitment process with an outside consultant, (3) combining the first two options for various functional tasks or involving a community input element as part of the process. One of the key decision-points if an outside consultant approach is decided is whether you negotiate with a particular vendor or you request proposals from qualified consultants. This RFQ approach will add several weeks to the process. Once selected, a contract for services can be completed which will typically run between $15K - $25K depending upon scope.

Regardless of who is chosen to manage this process, the basic steps involved are generally the following initial functions:

1. Development of an Administrator Profile. The definition of what qualities you are looking for in a new City Manager is critical to the success of the process. The
personal qualities, character, expertise, education, leadership and experience factors exhibited by the candidate are critical for your evaluation and match to what you feel you need in the position. This needs some input from the Council; but another decision-point is whether you involve the community and staff in helping define this element. We already have a job description for the position, but how much more of the community profile and potential work elements to include becomes an additional element of work and time in the process.

2. Deciding on the Geographic Scope of the potential recruitment. Your effort and resources will be partially determined by whether your search is local, regional or national. This decision may also help you determine the first decision in who should conduct the search.

3. Determining an advertising point on the compensation level. You can advertise a desired range or simply leave it open to be commensurate with experience and qualifications. Your decision as to this perception of compensation level will also help determine the level of qualified interest by applicants into the vacancy.

4. The remaining elements of advertising, outreach, media involvement, application, screening, selection and finalization of an employment contract will come later. Once again, these elements will be partially determined to match the level of effort selected by your decision as to who will initially manage and conduct the process.

Attachments:

Sections 1-5 of ICMA publication: “Recruitment Guidelines for Selecting a Local Government Administrator”.

1. Introduction

"Thousands of decisions are made every day in cities, towns, and counties that determine our quality of life... Professional managers craft the plans and make the decisions that transform good communities into great ones.

-International City/County Management Association (ICMA)

Selecting a chief administrator is perhaps the most important decision that elected local officials will make for their community.

This guidebook was created by experienced, seasoned local government managers. It is designed to help elected officials, human resource professionals, local government staff, and professional executive search firms navigate the recruitment, selection, and negotiation processes to find the individual who is best suited to serve as the chief administrator. The chief administrator is like an orchestra conductor, directing and managing a team of professional, administrative, and field staff while interpreting and working toward the goals and objectives of the community’s elected officials.

This guidebook offers best practices that will be most meaningful to you and your community in selecting a chief administrator. Because all communities, governing bodies, and chief administrators are not the same, this is not a “one size fits all” guidebook. Nevertheless, the local government managers who created this document are firmly committed to the ICMA Code of Ethics, which is a non-negotiable foundation for professional local government management, and strongly recommends that the hiring governing body use the Code of Ethics as a tool in its search for a professional local government manager. Herein, we explain recruitment choices and the selection processes to fit the unique size, culture, and dynamics of an individual community. Topics include provisions for interim management; the spectrum of resources available to assist in the recruiting process; applications, communications with applicants, and interviews; compensation; and transition. The appendices provide the ICMA Code of Ethics, ICMA Compensation Guidelines, a directory of professional organizations that are likely places advertise for a chief administrator, potential interview questions, the do’s and don’ts of applicant relations, and the ICMA Model Employment Agreement. Using this guidebook can make recruiting and selecting a new chief administrator a positive, enjoyable, and unifying experience for you and your colleagues as elected officials.

As you use this resource, you will see highlighted in the margins important points for selecting the best individual for the position.

When faced with an upcoming or immediate vacancy in the chief administrator position, the governing body must quickly address the following questions:

- What should we do to ensure that the affairs of the local government are properly administered until a new chief administrator is selected and on board?
- How do we conduct a recruitment to fill the vacancy?

The following material provides tips and guidelines on the processes that the governing body needs to employ to successfully answer these questions. It identifies and discusses the key elements of managing the organization between the time that one chief administrator departs and another arrives, as well as the major decision points in conducting the recruitment, selection, and negotiation processes for appointing the new chief administrator.

Professional local government managers are committed to

- Serving as stewards of representative democracy
- Practicing the highest standards of honesty and integrity in local governance, as expressed through ICMA’s Code of Ethics
- Building sustainable communities as a core responsibility
- Networking and exchanging knowledge and skills across international boundaries
- Lifelong learning and professional development
- Financial integrity and responsibility for management of the community
- Implementing best management practices.
2. Managing the Organization during Recruitment

The governing body must act thoughtfully and deliberately in determining how to ensure that the operations of the local government are properly managed during the period before a permanent chief administrator is selected and on the job. When faced with a vacancy in the chief administrator position, the governing body needs time to carefully consider the qualities, expertise, and experience it hopes to find in a new administrator and to use the agreed-upon criteria to develop the administrator profile. It then needs sufficient time to recruit and select the best possible successor who meets these criteria. While that is happening, however, it is important that the governing body identify a professional who will act as the chief administrator and properly manage local government operations while the recruitment process is underway.

Major Decision Point: Appointing an Interim Administrator

If the vacancy is the result of a planned retirement, the governing body may consider asking the current administrator to continue leading the organization for a short period of time on a contract basis. Alternatively, the governing body may elect to consult with the outgoing administrator regarding possible staff members who could fill this role.

In some cases, the members of the governing body may agree that they have confidence in a specific staff person. If there is an assistant administrator, for example, the governing body may appoint that person as interim administrator. If this assistant will be considered for the permanent position, the appointment as interim administrator will provide the elected officials with an opportunity to observe firsthand how the assistant handles the job. Another option is to appoint an assistant or department director (who will not be a candidate for the position); someone who is mature, seasoned, competent and respected by fellow employees.

Should the governing body determine that there is no one on staff who it can or wants to appoint as the interim administrator, it may decide to retain the services of a retired administrator or an administrator who is between jobs. State associations, municipal leagues, or ICMA Range Riders are resources for identifying potential interim administrators.

The governing body should publicly announce the appointment of the interim chief administrator. Regardless of who is appointed, it should be made clear to all local government officials and staff that the interim chief administrator is responsible for implementing governing body policy and overseeing operations. It should also be made clear that if the interim administrator is ultimately selected to fill the position permanently, it will be because that person has proven to be the best among all the applicants.

Interim Management: The Governing Body’s Role

Obviously, the local government must continue to operate during the interim between the departure of the current chief administrator and the appointment of the new one. The governing body and interim management team should do whatever is necessary to make sure that important projects and service delivery continue to move forward. It is important to reiterate that the governing body has the responsibility to make it clear to the staff and community that the interim administrator is in charge of the organization’s operations.

The governing body should consider deferring new initiatives, when possible, until the new administrator is appointed and on the job. After all, to ensure effective administrative leadership in the future, it is desirable that the new administrator be involved in as many policy decisions as possible. Just filling a vacant department director position, for example, is an opportunity for the new administrator to begin building an administrative team. In fact, such an opportunity can be used to pique the interest of potential applicants during the recruitment process.

Although it is not desirable for the governing body to immerse itself in the administrative affairs of the local government, its members should be briefed about current organizational problems and the status of important projects before the current administrator leaves, if possible. In this way, the governing body may monitor progress on important matters, provide direction, and set priorities for the person selected as interim administrator.
3. Initiating the Recruitment

The governing body should initiate the recruitment process immediately after the official decision has been made regarding resignation, retirement, or termination. Failure to do so can potentially generate rumors within the community by various interested parties who may attempt to exert pressure on members to quickly fill the vacancy. The members of the governing body must bear in mind that an impulsive response to this pressure can be divisive for them and can damage their credibility. They must take charge of the recruitment; they must determine the process that will be used to recruit and select the best administrator, and make that decision clear to all concerned.

There may be a number of special circumstances that influence the approach and timing used to recruit a new chief administrator. The following examples provide some tips for addressing those circumstances:

- **Vacancy due to the chief administrator's termination or resignation under pressure.** If the position is vacant because the former administrator was terminated or forced to resign, neither the local government nor the former administrator will benefit from a public quarrel. It is far better for all concerned to mutually decide on a timetable for the administrator's departure. If this departure is handled professionally and in a mutually respectful manner, there is less likelihood for controversy and ill will to arise around the issues of the separation. Further, and from a recruiting standpoint, handling a difficult situation well will enhance the local government's image and thus its ability to attract quality applicants.

- **Vacancy occurring prior to an election.** Occasionally, a governing body will delay initiating the recruitment process because an election is pending. But even in the face of an election, it should prepare for the process by developing the administrator profile (described in full later in this document) and determining how the recruitment will be conducted so as to reduce the time lapse between the departure of one administrator and arrival of another.

- **Vacancies due to newly adopted council-manager form of government.** If the position is vacant because voters either just approved the formation of or adopted a change to the council-manager form of government, the beginning of the search for a new chief administrator will depend on when the change becomes effective. Depending on the circumstances, it may be possible to have applications on file by the time the new members of the governing body are sworn in. In any case, the recruitment process should be initiated as soon as possible.
4. Conducting the Recruitment

There are several major elements and decision points in the recruitment process. This section of the handbook provides tips and guidelines for the governing body in determining the approach to use in this part of the process.

The governing body has three major choices for conducting the recruitment. It can:
- Conduct the recruitment in-house
- Retain an outside party to conduct the recruitment
- Use a hybrid approach and conduct the recruitment in conjunction with an outside party.

In-House Expertise Method: Recruitments Conducted by the Local Government

If the governing body chooses to conduct the recruitment in-house, it should be with the understanding that the task will be time-consuming and complex. The governing body may also have to decide whether to conduct the process as a body, delegate the responsibility to the chairperson, or assign the task to a committee of its members. If it elects to delegate the responsibility to one or more of its members, it must be sure to select people who are well respected and have the time to provide the necessary leadership and follow-through.

To provide support in the process, the governing body should seek the assistance of the local government’s human resources officer and municipal attorney. In conducting the recruitment in-house, staff can work with the governing body to develop the administrator profile and design an effective and legal recruitment and selection process. Staff can also be responsible for the administrative tasks of placing advertisements, collecting résumés, and scheduling interviews. However, the governing body or its delegated members will approve the selection of the final candidates and conduct the interviews, and, of course, the body as a whole will make the final selection. In this scenario, staff serve as a resource throughout the entire recruitment process.

Outside Expertise Method: Recruitments Conducted with an Outside Party

The governing body can retain an outside party to conduct the recruitment. In some cases the interim or a retired administrator may be asked to coordinate the recruitment process. More often, however, the governing body will contract with a firm that specializes in providing executive search assistance.

When using an executive search firm, the governing body plays an active role in the process. It develops the administrator profile, approves the selection of the applicants, interviews the candidates, and, of course, makes the final selection. The benefit of using an executive search firm is the expertise that the firm brings to the process and its ability to coordinate the recruitment.

Typically the executive search firm begins by meeting with the elected officials either individually or as a group to help them develop the administrator profile. It is the firm’s responsibility to facilitate these discussions and help the governing body reach a consensus. After this matter has been settled, the firm coordinates the overall process and assumes responsibility for all tasks until it is time for the elected body to select and interview candidates. During this process, the firm updates the governing body, keeping the members informed of its progress. As the firm will be responsible for all the administrative details, the role of the staff is usually limited to providing information about the local government and coordinating with the firm.

Governing bodies that use an outside service should ensure that a reputable firm, one familiar with the special requirements of local government management, is selected. The experience of the firm should be checked through contact with references—in particular, representatives of local governments that have used its services. Further, the governing body should be fully aware of the costs and benefits when deciding whether to use outside expertise.
Hybrid Method: In-House in Conjunction with Outside Party

In the third alternative, the governing body can conduct the recruitment in-house and supplement the process, where necessary, with assistance from an executive search firm or another outside source, such as an ICMA Range Rider.

In some cases, the governing body may seek assistance at the beginning of the process to facilitate the discussion, develop the administrator profile, and determine the structure of the recruitment process. In other cases, local government officials may initiate the process in-house by developing the profile and advertising for the vacancy, and they may then use an outside source to help review résumés, conduct reference checks, and structure the interview process. This alternative may be most appropriate if cost is a concern; however, because it also presents opportunities for lapses in communication, the exact responsibilities of each party must be clarified in a written agreement.
5. Key Elements of the Recruitment Framework

Regardless of the method chosen for conducting the recruitment, the governing body must develop a framework for the recruitment process. It must agree at the outset on a number of key issues critical to the success of the recruitment, including criteria for the administrator profile, compensation range and components, and timing and geographic scope of the search.

Major Decision Point: Development of an Administrator Profile

The most significant decision point for the governing body in the recruitment of a new administrator is to define what the members are looking for—that is, to create the administrator profile. The profile will encompass those qualities, characteristics, experience, and areas of expertise that would be found in an ideal candidate. Only by considering how applicants compare and measure against one another and, of course, against the established criteria, can the governing body be sure that the candidate it appoints has the appropriate combination of work experience, management experience, and leadership style to be successful in the position.

The governing body should begin with a survey of its needs and those of the organization. To determine the needs of the organization, the governing body should invite input from the department directors. Items to be considered include size of the local government, composition of the community, services provided, and overall objectives and priorities of the governing body. The work experience, skills, and expertise of the candidates must relate to these factors. The governing body should also consider both the “nuts-and-bolts” skills and abilities, such as budgeting, human resources, and technological know-how, and the “soft” skills, such as the ability to work with people and to lead an organization. These criteria will form the basis for reviewing résumés, selecting finalists, and making a hiring decision.

Unless the governing body can come to consensus on these criteria, it may be difficult to find the right candidate. By reaching consensus, however, the governing body will be better able to inform the applicants on what it is looking for in a chief administrator.

The ICMA Voluntary Credentialing Program recognizes professional local government managers qualified by a combination of education and experience, adherence to high standards of integrity, and an assessed commitment to lifelong learning and professional development. For more information, visit www.icma.org/en/icma/members/credentialing.

Developing the administrator profile helps the governing body define its needs and establishes the groundwork for generating a rich pool of applicants with the skills and abilities to address the needs of the governing body, the community, and the organization.

Decision Point: Community Engagement in Administrator Profile

The governing body must decide whether to engage community members or committees in the recruitment process. In most cases, the local government assumes responsibility for the recruitment and conducts the process without involving members of the community.

In some cases, however, a governing body may seek input from community members or committees when developing the administrator profile. This not only allows the community to be part of the process but also may provide the governing body with a better understanding of the role of the administrator. Depending on the method that the governing body uses to conduct the recruitment, gathering input from the community would be facilitated by staff, the outside recruiter, or the elected officials.

Although community input will be valuable, the governing body will ultimately determine the qualities and experiences to be incorporated into the administrator profile, and this should be clearly communicated to the community. It is, after all, to the governing body that the new administrator will be directly reporting.
Governing bodies need to be very alert to the dangers of either hiring a clone of the outgoing administrator, assuming that person is leaving on good terms, or a polar opposite, assuming that person is leaving on less than good terms. The importance of evaluating the current needs of the governing body and locality cannot be overstated.

Major Decision Point: Administrator Compensation

Another critical element to be considered at the outset of the recruitment process is administrator compensation. It is important for the local government to have some general understanding of the acceptable salary range, but it is also important to have some flexibility. Some local governments identify a range; others provide the salary of the current administrator as an indicator; and still others may leave the salary open, to be commensurate with the new hire’s background and experience. The governing body will also determine other components of the administrator’s compensation, such as deferred compensation, vacation accrual, and professional development allowances.

It is important for the governing body to make clear that it wants the best administrator it can find. In general, potential applicants for the position will want to have some indication of the salary range and compensation package. But that will be only one of many factors that they will use in deciding whether to apply.

ICMA has developed compensation guidelines for negotiating salary and benefits for local government positions. These guidelines are provided in Appendix B and are also available online at www.icma.org/compensationguidelines. The actual compensation package will be negotiated with the final candidate at the conclusion of the recruitment process.

Schedule

Since top candidates often view applying for a new job as a major career decision, it is important that they have adequate time to consider the opportunity, discuss it with their families, and prepare an appropriate résumé. Similarly, the governing body, staff, or executive recruitment firm needs sufficient time to review résumés and conduct reference checks to ensure that good candidates are not overlooked and that finalists meet the desired qualifications. It cannot be overemphasized that the recruitment should move forward expeditiously while also allowing adequate time for a thorough and comprehensive search.

The timing of the recruitment can sometimes be affected by publication deadlines, which are important in terms of properly advertising the vacant position. An ideal timetable would provide at least sixty days from the start of the recruitment to the deadline for submitting résumés; thirty days to review résumés, conduct background checks, interview candidates, and make a final selection; and at least thirty days for the new administrator to relocate. To maximize flexibility in the process, the governing body may advertise the position with an “open until filled” statement.

Profile: Impact of Special Circumstances:

As the governing body decides on the criteria for the administrator profile, three types of situations should receive special consideration:

1. A local government that has just changed its form of government will ordinarily need an administrator who can inspire local government officials with the enthusiasm needed to implement the new structure. A first administrator in a new structure should be adept at public relations and at establishing relationships with incumbent officials and employees.

2. When an administrator has been dismissed or has resigned under pressure, the governing body tends to look for strengths in areas in which the outgoing administrator showed weaknesses. There are dangers, however, in overcompensating for qualities that have led to dissatisfaction. If the outgoing administrator gave too much freedom to subordinates, for example, suddenly granting a strong disciplinarian might result in antagonisms that would only lead to further problems. Sometimes a new administrator will be confronted with major problems that must be addressed immediately. If such a situation is anticipated, the governing body should make these circumstances known to any applicant who is being seriously considered.

3. When a popular administrator retires or moves to another local government, the governing body may ask for this person’s assistance in the search for a successor. However, the governing body should not overlook the possible need for new strengths or different qualities.
Geographic Scope

Another factor to consider in determining the recruitment framework is the geographic scope: should the search be nationwide, statewide, or regional? A broad geographic search may attract more applicants who have demonstrated an ability to manage in a complex urban environment. On the other hand, a focus on the local government’s state or region may provide applicants who have a better understanding of and orientation to local problems, legal issues, financing alternatives, and similar matters. In any event, the new administrator will provide a fresh perspective on the issues and challenges facing the community and the organization.

From the applicant’s perspective, it is assumed that the local government is looking for the best candidate and that all résumés, regardless of where the applicant currently works, will be reviewed carefully. The determination of the scope of the recruitment will influence the advertising and outreach strategies used.

Advertising and Outreach Strategies

In order to generate a sufficient and diverse pool of qualified applicants, the governing body should develop advertising and outreach strategies.

Advertising Campaign  It is to the advantage of the local government to ensure that every professional who might have an interest in the vacant position is aware of the opportunity to apply for it. Therefore, it is important that the advertising campaign be comprehensive and include a carefully worded advertisement. This does not mean, however, that the campaign has to be extensive or expensive. Most local governments, for example, avoid advertising for an administrator in general circulation newspapers unless there is a local requirement to the contrary; this is an expensive form of advertising that does not reach the targeted audience.

More effective vehicles for advertising for chief administrators can be found with organizations that are directly related to local government. In addition to ICMA, the following sources should be considered:

- National League of Cities
- National Association of Counties
- National Association of County Administrators
- National Forum for Black Public Administrators
- International Hispanic Network
- American Society for Public Administration.

Resources at the state level include state municipal leagues, county associations, and municipal assistants organizations. Many of these organizations publish newsletters or magazines and have a online presence; the subscribers to these resources are the men and women in the public administration and local government management professions. Addresses and websites for these resources are listed in Appendix C.

Local governments have some flexibility when preparing and placing advertisements, but at a minimum, the advertisement should include the following:

- Title of the vacant position
- Name of the local government
- Population of the local government
- Amounts of the operating and capital budgets
- Number of full-time employees
- Services provided
- Statement regarding the compensation package
- Filing deadline, including any special items of information desired such as current salary and work-related references
- A brief description of key areas of interest and desirable experience and qualifications (or a reference or email link to the administrator profile)
- Indication of whether residency is required
- A timetable indicating the principal steps and time frame for the overall recruitment
- Where and to whom to send résumés with a notation as to whether email submittals are acceptable or required
- Website of the local government.

It should be noted that some publications permit the use of display ads that incorporate the local government logo and/or graphics within an innovative format.

In addition to the advertisement, the governing body, through the staff or the executive recruiter, will usually develop a printed brochure that describes the community, the organization, and the position, as well as providing the administrator profile and the governing body’s key goals and objectives.

Outreach Strategy  While advertising can generate outstanding applicants and the local government should look closely at all received résumés, the governing body should supplement the advertising campaign by identifying an outreach strategy to ensure that the search extends to the widest possible pool of
qualified applicants. The outreach strategy may have a number of approaches for attracting external candidates, encouraging superior internal candidates to apply, and promoting diversity in the applicant pool.

**For External Applicants** Useful sources of information about potential external candidates include the current administrator, former and retired administrators, members of the local government, local government officials in adjacent communities, executive directors of state leagues, directors of university public administration programs, leaders of regional municipal assistants, and ICMA Range Riders.

When determining an outreach strategy, the governing body, in conjunction with staff or the recruiter, could consider sending letters to identified individuals advising them of the opening and inviting them to send a résumé if they are interested in the position. The correspondence should include a basic package of information describing the local government and the vacant position. For the purposes of confidentiality, all correspondence should either be sent to the applicant’s private residence or marked “Personal and Confidential” if sent to the workplace.

Shortly after the letter has been mailed, a follow-up telephone call should be made to confirm that the correspondence was received, assure the recipient that it was not a form letter, indicate why the position may be a good career opportunity, and answer questions. The same deadline for submitting résumés should be used in both the advertisements and the supplemental letters of invitation.

**For Internal Applicants** The local government should be sure to inform its employees of the vacancy and of how and when to apply. The governing body itself may directly invite one or more employees, such as the assistant city administrator or a department director, to submit a résumé, or it may do so indirectly through staff or the executive recruiter. Whether in-house applicants are solicited or apply on their own, it is important that they be treated in the same manner as other applicants.

It should be made clear that if an in-house applicant is ultimately selected, it is because the governing body has determined that the candidate was the best choice of all those who applied. While most applicants will receive written notification of their status, the governing body may decide to talk personally with any in-house applicant who was not selected in order to provide good communication with staff, maintain morale, and help ensure an orderly and positive transition.

**For Diversity of Applicants** Development of a strategy to generate a diverse applicant pool helps to ensure a broad cross-section of candidates. A rich pool with applicants of both sexes and from different races and ethnic backgrounds is beneficial because the chosen candidate will likely bring a different perspective to the organization. Having diversity within a local government can enhance the organization’s overall responsiveness to an increasingly more diverse spectrum of residents, improve its relations with surrounding communities, increase its ability to manage change, and expand its creativity.

In addition, the governing body may develop an outreach strategy to encourage the participation of applicants from diverse professional backgrounds. Organizations large and small use executive members of their staff on various levels, and there is often a significant wealth of knowledge to be found among candidates who have had successful careers as assistant city administrators, as department heads, and in other management positions.
DATE: August 19, 2014

TO: Mayor and City Council

FROM: John A. Peters, Director of Public Works & Utilities

VIA: Michael Quinn, City Manager

RE: Disposal Fees for City Septage Receiving Facility

Recommendation:
Staff recommends setting disposal fees at ten cents ($0.10) per gallon at the City’s septage receiving facility located at the James P. Snell Wastewater Treatment Plant. The new fee will take effect October 1, 2014.

Background/Information:
The City of Mount Dora opened a septage receiving facility in 2010 in anticipation of a Florida Department of Health regulation that would require all OSTDS (Onsite Sewage Treatment and Disposal Systems) to be evacuated and inspected a minimum of once every five years. The septage receiving facility would provide a central disposal site for Lake and Orange county septic tank contractors and would generate revenue for the City’s wastewater operations. The Public Works & Utilities Department set an initial disposal fee of six cents ($0.06) per gallon, which is below the market average. The intent was to attract business and build a customer base. The fee has not increased since that time. Last year the facility received over 4 million gallons of residuals and generated over $200,000 in revenue.

The main impetus for the fee increase is the impact of the septage on the wastewater plant. The incoming septage contains sand and grit that settle, thus impacting plant capacity. Oil and grease in septage increase treatment time by consuming oxygen in the digestion process. These inefficiencies hamper the plant’s ability to handle future growth from the City’s sewer collection system.

By increasing the disposal fee to ten cents, the City would be in the low median range for the local septage receiving market. We anticipate that the volume of incoming residuals will decrease significantly as the more remote contractors will no longer benefit from the bargain pricing. Local contractors will continue their patronage as long as the fees are competitive. Consequently, the reduced volume of septage will have a lower impact on the sewage treatment process and the septage receiving facility will continue to generate some revenue for wastewater operations.
The effective date of October 1 will allow us the courtesy of notifying our customers in advance of the fee increase.

**Cost:** There are no costs directly associated with this recommendation.

**Attachments:** None
DATE: August 19, 2014

TO: Mayor and City Council

FROM: Charles F. Revell, Electric Utility Manager

VIA: Michael Quinn, City Manager
      John Peters, Director of Public Works & Utilities
      Mike Sheppard, Finance Director

RE: Approval of First Amendment to the Power Sales Agreement with Duke Energy

Recommendation: Staff recommends approval of the First Amendment to the Power Sales Agreement with Duke Energy (First Amendment) which will lower purchased power costs starting in 2015 and extend the term of the agreement for an additional four years to December 31, 2020.

Budgetary Impact: The lower purchased power costs will be passed along to the City's electric customers through reduced Power Cost Charges (PCCs) during the extended term of agreement.

Background/Information: The City went through a formal Request for Proposals (RFP) process in June 2012 to select a new power supplier for a contract term beginning on January 1, 2013. Duke Energy (Duke) was the successful bidder with the lowest power costs. The City entered into a Power Sales Agreement (PSA) with Duke on September 18, 2012 for a four-year term that began on January 1, 2013 and will end on December 31, 2016.

The PSA requires Duke to supply the City with new proposed rates to extend the contract term past 2016. Duke would have normally started this process late 2015. However, Duke staff contacted the City in May 2014 and requested a meeting to discuss a proposal that would reduce current rates and extend the contract term now, rather than waiting until 2015.

City staff and Duke met on June 4, 2014 to discuss the initial Duke proposal (Duke Proposal), which contained the following provisions:

1. Extend the term of the PSA for an additional four years through December 31, 2020.
2. Reduce the Non-fuel Energy Charge from $4.00 per MWH to $2.00 per MWH starting in 2016 and extending through 2020. By starting in 2016, this would save the City an estimated $199,000 for one year from what would otherwise have been charged under the current PSA.
3. Reduce the Capacity Charge from $6.95 per kW-month to $6.50 per kW-month starting in 2017 and extending through 2020.
City staff made an initial evaluation of the Duke Proposal and determined that further analysis and discussions were warranted. The City retained Fred Wilson and Associates (FW&A) to make an independent evaluation, including determining potential savings under the Duke Proposal and comparing it to recently-completed arrangements in the Florida wholesale power market. FW&A's initial analysis concluded that the Duke Proposal looked attractive and that the City should conduct further negotiations with Duke.

City staff, along with Ed Wisser of FW&A, held another meeting with Duke staff on July 9, 2014. The City proposed the following improvements to the Duke Proposal:

1. Implement the lower Non-fuel Energy Charge of $2.00 per MWH one year earlier (2015). By starting in 2015, the City would save an additional $199,000 for a total estimated savings of $398,000 from what would otherwise have been charged under the current PSA.
2. Expand the language regarding renewable generation to allow the City to contract with a third party, should such a favorable opportunity arise in the future.
3. Clarifies the "Change in Environmental Law" language to better quantify the potential impact on the City if recent EPA actions result in higher costs for Duke.

Duke's senior management accepted the City's proposed improvements on July 14, 2014.

The final FW&A Letter Report is attached. FW&A recommends that the City accept the Duke Proposal (including the City's improvements) to extend the proposed rates for an additional four-year term. The report notes that if the City were to reject the offer and instead wait until 2015 to conduct a RFP process, it would forfeit an estimated $398,000 in savings in 2015 and 2016. Finally, FW&A concludes that a future RFP process would be unlikely to result in lower long-term rates due to upward pressure on the capacity charges of many wholesale suppliers.

Accepting the Duke Proposal with the City's improvements would reduce the monthly bills of the City's electric customers. Excluding the effects of changing fuel costs, wholesale power costs of the City would decrease by approximately $199,000 per year in 2015 and 2016 and approximately $306,000 per year for 2017 through 2020. The lower power costs would reduce future Power Cost Charges for electric bills. The approximate reductions in the monthly electric bills for typical residential customers would be 1.8% (in 2015 and 2016) and 2.7% starting in 2017. Actual bill reductions for electric customers will vary based upon energy consumption and actual fuel costs during these future periods.

The attached First Amendment contains all of the provisions of the Duke Proposal and the City's negotiated improvements. The City Attorney’s office has reviewed the First Amendment and determined that the document is legally sufficient.

Duke Energy has already executed the First Amendment. Upon approval by the City, Duke will initiate the appropriate filings before the Federal Energy Regulatory Commission (FERC) to implement the new PSA provisions to take effect on January 1, 2015.

**Attachments:** Fred Wilson & Associates Letter Report dated 7/23/14
First Amendment to the Power Sales Agreement
Mr. Charles Revell, PE  
City of Mount Dora, Public Works & Utilities  
1250 North Highland Street  
Mount Dora, FL 32757

Re: Evaluate Duke Energy Power Supply Contract Extension

Dear Mr. Revell:

Fred Wilson & Associates, Inc (FW&A) is pleased to present you with this letter report of our analysis and recommendations with respect to a proposed wholesale power supply contract extension offer from Duke Energy.

GENERAL:
The City of Mount Dora has a contract for wholesale power supply with Duke Energy, successor to Progress Energy Florida. The contract went into effect in January 2013 and will expire at the end of December 2016. As a condition, the supplier was to provide proposed terms for an extension no later than December 2015.

Duke Energy presented an extension offer to City Staff in a meeting on June 4, 2014, much earlier than required. The decision for the City at this time is whether to accept the Duke Energy offer or plan to begin another RFP process at the appropriate time for a new contract to become effective in January 2017.

On June 12, 2014, the City engaged FW&A to evaluate the contract extension offer, provide a recommendation, and assist in negotiations. FW&A updated load projections and analyzed the offer, considering other contracts with overlapping years and activity in the wholesale market in Florida implemented since 2012, provided preliminary recommendations, and assisted in negotiations to improve the offer.

OFFER:
The terms of the original offer were as follows:

- Four year extension (2017-2020) at Capacity charge of $6.50/kW-month and Non-Fuel energy charge of $2.00/MWh
- Implement the lower Non-Fuel energy charge one year earlier (2016)

NEGOTIATIONS:
The parties held a negotiation meeting on July 9, 2014, resulting in the following improved and additional terms:

- Implement the lower Non-Fuel energy charge two years earlier (2015)
- Expand the renewable generation language to allow the City to contract with a third party
- Clarify the “Change in Environmental Law” language to better quantify the potential impact on the City
**ANALYSIS:**
One task in the financial analysis was to perform a comparison of what wholesale power costs for the City would have been during a recent 12-month period (calendar year 2013) using the proposed 2017 pricing.

Another task in the financial analysis was to prepare forecasts of Capacity and Energy requirements on a monthly basis for the anticipated term of the contract extension, for use in some of the other comparisons. After recent years of level or negative load growth, it appears the growth in 2014 will turn positive. Our base-case forecast assumed a growth rate of 1.0% annually for both Capacity and Energy above the budgeted 2015 values.

We addressed Fuel Energy cost forecasts at a high level only, and generally used utility-provided data within the comparisons. However, since we felt the Duke Energy forecast was optimistic, we prepared a separate forecast for comparison purposes.

The final task in the financial analysis was to apply the monthly forecasts of Capacity and Energy requirements and of Fuel Energy costs to the various scenarios. A Summary of the results of the financial analysis is described below and provided as an attachment to this Memorandum.

We then prepared a market analysis based on available public information and research. A Comparison of the results of the market analysis is also described below and provided as an attachment to this Memorandum.

**SUMMARY:**
Case 1- The FW&A analysis indicates that if the proposed 2017 rates had been in-place in 2013, power supply costs would have been lower by about $232,000 (nearly 4%), or about $2.60 per 1000 kWh.

Case 2- To analyze the value of the proposed changes only, we simulated a scenario in which City load is flat (at the projected 2015 level) and Fuel energy costs are also flat. This indicates an expected reduction in costs of about $306,000 (4.8%) per year, or about $3.12 per 1000 kWh. For years 2015 and 2016, reduction in costs from the change in the Non-Fuel energy charge only would be about $199,000 per year (just over 3%).

Case 3- The scenario in which City load grows but Fuel energy costs are flat shows that unit power supply cost remains constant. Overall power supply cost stays proportional to the load, therefore dollar savings will also increase as load grows. The cost reduction for 2015 and 2016 plus the four-year extension period is expected to total about $1.67 million, compared to the existing rates.

Cases 4 and 5- FW&A simulated the difference between the Duke Energy forecast and our alternate forecast for Fuel energy costs.

Case 6- The final scenario on the Summary sheet includes both the 1% growth rate and the FW&A fuel forecast, for use in the market analysis. These values best represent the anticipated actual power supply costs for the extension period.
COMPARISON:
The present all-in power supply cost for Mount Dora is in about the middle of the market range. The proposed reduction for 2015 and 2016 moves the cost a bit lower in the market range. The proposed contract extension rates move the cost to at or near the bottom of the market range. However, there are fewer values available for comparison in the later years.

If the Duke Energy fuel cost forecast proves to be correct, the position of the City will be even more favorable.

RECOMMENDATIONS:
We believe locking in the proposed rates for a 4-year extension would be a wise course of action. To decline the extension offer and prepare for an RFP would cause the City to forfeit an estimated $398,000 in savings in 2015 and 2016. And, it appears at this time that an RFP is unlikely to result in lower rates than what is proposed, due to upward pressure on the capacity charges of many wholesale suppliers. Therefore, we recommend Council approval for Mount Dora to execute the contract extension agreement with Duke Energy, on the basis of their proposal plus the negotiated changes.

In addition, we understand:
  • No transmission studies or additional metering equipment will be required.
  • No modifications to the NITS transmission agreement will be necessary at this time.

It has been our pleasure to work with City Staff in this effort, and we look forward to the continued success of your electric utility.

Very truly yours,

FRED WILSON & ASSOCIATES, INC.

C. Edward Wisser, PE

Attachments

Copy to:  Master File
          Job File
### SUMMARY

#### Case 1: CY2013 Comparison
<table>
<thead>
<tr>
<th>Demand</th>
<th>Non-Fuel</th>
<th>Fuel</th>
<th>MWh (DP)</th>
<th>Cost</th>
<th>Delta</th>
<th>Unit Cost</th>
<th>Incl Tsmn</th>
<th>All-In</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013 Actual</td>
<td>$6.95</td>
<td>$3.50</td>
<td>$45.01</td>
<td>88939</td>
<td>$5,870,528</td>
<td>$66.01</td>
<td>$6,460,934</td>
<td>$72.64</td>
</tr>
<tr>
<td>2013 at 2017</td>
<td>$6.50</td>
<td>$2.00</td>
<td>$45.01</td>
<td>88939</td>
<td>$5,638,561</td>
<td>($231,967)</td>
<td>$63.40</td>
<td>$6,228,967</td>
</tr>
</tbody>
</table>

#### Case 2: Fuel Flat Load Flat
<table>
<thead>
<tr>
<th>Demand</th>
<th>Non-Fuel</th>
<th>Fuel</th>
<th>MWh (DP)</th>
<th>Cost</th>
<th>Delta</th>
<th>Unit Cost</th>
<th>Incl Tsmn</th>
<th>All-In</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015/16 Existing</td>
<td>$6.95</td>
<td>$4.00</td>
<td>$43.51</td>
<td>97972</td>
<td>$6,308,465</td>
<td>$64.39</td>
<td>$6,925,189</td>
<td>$70.69</td>
</tr>
<tr>
<td>2015/16 Proposed</td>
<td>$6.95</td>
<td>$2.00</td>
<td>$43.51</td>
<td>97972</td>
<td>$6,109,274</td>
<td>($199,191)</td>
<td>$62.36</td>
<td>$6,725,999</td>
</tr>
<tr>
<td>2017 Rates</td>
<td>$6.50</td>
<td>$2.00</td>
<td>$43.51</td>
<td>97972</td>
<td>$6,002,613</td>
<td>($305,852)</td>
<td>$61.27</td>
<td>$6,619,337</td>
</tr>
</tbody>
</table>

#### Case 3: Fuel Flat Load 1%
<table>
<thead>
<tr>
<th>Demand</th>
<th>Non-Fuel</th>
<th>Fuel</th>
<th>MWh (DP)</th>
<th>Cost</th>
<th>Delta</th>
<th>Unit Cost</th>
<th>Incl Tsmn</th>
<th>All-In</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>$6.95</td>
<td>$2.00</td>
<td>$43.51</td>
<td>97972</td>
<td>$6,109,274</td>
<td>($199,191)</td>
<td>$62.36</td>
<td>$6,725,999</td>
</tr>
<tr>
<td>2016</td>
<td>$6.95</td>
<td>$2.00</td>
<td>$43.51</td>
<td>98952</td>
<td>$6,170,367</td>
<td>($201,182)</td>
<td>$62.36</td>
<td>$6,793,193</td>
</tr>
<tr>
<td>2017</td>
<td>$6.50</td>
<td>$2.00</td>
<td>$43.51</td>
<td>99941</td>
<td>$6,123,265</td>
<td>($312,000)</td>
<td>$61.27</td>
<td>$6,752,255</td>
</tr>
<tr>
<td>2018</td>
<td>$6.50</td>
<td>$2.00</td>
<td>$43.51</td>
<td>100941</td>
<td>$6,184,498</td>
<td>($315,120)</td>
<td>$61.27</td>
<td>$6,819,712</td>
</tr>
<tr>
<td>2019</td>
<td>$6.50</td>
<td>$2.00</td>
<td>$43.51</td>
<td>101950</td>
<td>$6,246,343</td>
<td>($318,271)</td>
<td>$61.27</td>
<td>$6,887,843</td>
</tr>
<tr>
<td>2020</td>
<td>$6.50</td>
<td>$2.00</td>
<td>$43.51</td>
<td>102969</td>
<td>$6,308,806</td>
<td>($321,454)</td>
<td>$61.27</td>
<td>$6,956,657</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>($1,667,217)</td>
</tr>
</tbody>
</table>

#### Case 4: Fuel DEF Load Flat
<table>
<thead>
<tr>
<th>Demand</th>
<th>Non-Fuel</th>
<th>Fuel</th>
<th>MWh (DP)</th>
<th>Cost</th>
<th>Delta</th>
<th>Unit Cost</th>
<th>Incl Tsmn</th>
<th>All-In</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>$6.95</td>
<td>$2.00</td>
<td>$43.51</td>
<td>97972</td>
<td>$6,109,274</td>
<td>($199,191)</td>
<td>$62.36</td>
<td>$6,725,999</td>
</tr>
<tr>
<td>2016</td>
<td>$6.95</td>
<td>$2.00</td>
<td>$42.00</td>
<td>97972</td>
<td>$5,961,337</td>
<td>($201,182)</td>
<td>$62.36</td>
<td>$6,793,193</td>
</tr>
<tr>
<td>2017</td>
<td>$6.50</td>
<td>$2.00</td>
<td>$39.55</td>
<td>97972</td>
<td>$5,614,644</td>
<td>($312,000)</td>
<td>$61.27</td>
<td>$6,752,255</td>
</tr>
<tr>
<td>2018</td>
<td>$6.50</td>
<td>$2.00</td>
<td>$39.51</td>
<td>97972</td>
<td>$5,610,725</td>
<td>($315,120)</td>
<td>$61.27</td>
<td>$6,819,712</td>
</tr>
<tr>
<td>2019</td>
<td>$6.50</td>
<td>$2.00</td>
<td>$40.17</td>
<td>97972</td>
<td>$5,675,387</td>
<td>($318,271)</td>
<td>$61.27</td>
<td>$6,887,843</td>
</tr>
<tr>
<td>2020</td>
<td>$6.50</td>
<td>$2.00</td>
<td>$41.27</td>
<td>97972</td>
<td>$5,783,156</td>
<td>($321,454)</td>
<td>$61.27</td>
<td>$6,956,657</td>
</tr>
</tbody>
</table>

#### Case 5: Fuel FWA Load Flat
<table>
<thead>
<tr>
<th>Demand</th>
<th>Non-Fuel</th>
<th>Fuel</th>
<th>MWh (DP)</th>
<th>Cost</th>
<th>Delta</th>
<th>Unit Cost</th>
<th>Incl Tsmn</th>
<th>All-In</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>$6.95</td>
<td>$2.00</td>
<td>$46.92</td>
<td>97972</td>
<td>$6,443,493</td>
<td>($199,191)</td>
<td>$65.77</td>
<td>$7,060,218</td>
</tr>
<tr>
<td>2016</td>
<td>$6.95</td>
<td>$2.00</td>
<td>$47.26</td>
<td>97972</td>
<td>$6,476,391</td>
<td>($201,182)</td>
<td>$66.10</td>
<td>$7,093,115</td>
</tr>
<tr>
<td>2017</td>
<td>$6.50</td>
<td>$2.00</td>
<td>$47.30</td>
<td>97972</td>
<td>$6,374,224</td>
<td>($312,000)</td>
<td>$65.06</td>
<td>$6,990,948</td>
</tr>
<tr>
<td>2018</td>
<td>$6.50</td>
<td>$2.00</td>
<td>$47.53</td>
<td>97972</td>
<td>$6,396,421</td>
<td>($315,120)</td>
<td>$65.29</td>
<td>$7,013,146</td>
</tr>
<tr>
<td>2019</td>
<td>$6.50</td>
<td>$2.00</td>
<td>$47.79</td>
<td>97972</td>
<td>$6,421,557</td>
<td>($318,271)</td>
<td>$65.54</td>
<td>$7,038,282</td>
</tr>
<tr>
<td>2020</td>
<td>$6.50</td>
<td>$2.00</td>
<td>$48.03</td>
<td>97972</td>
<td>$6,445,323</td>
<td>($321,454)</td>
<td>$65.79</td>
<td>$7,062,048</td>
</tr>
</tbody>
</table>

#### Case 6: Fuel FWA Load 1%
<table>
<thead>
<tr>
<th>Demand</th>
<th>Non-Fuel</th>
<th>Fuel</th>
<th>MWh (DP)</th>
<th>Cost</th>
<th>Delta</th>
<th>Unit Cost</th>
<th>Incl Tsmn</th>
<th>All-In</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>$6.95</td>
<td>$2.00</td>
<td>$46.92</td>
<td>97972</td>
<td>$6,443,493</td>
<td>($199,191)</td>
<td>$65.77</td>
<td>$7,060,218</td>
</tr>
<tr>
<td>2016</td>
<td>$6.95</td>
<td>$2.00</td>
<td>$47.26</td>
<td>98952</td>
<td>$6,541,155</td>
<td>($201,182)</td>
<td>$66.10</td>
<td>$7,163,981</td>
</tr>
<tr>
<td>2017</td>
<td>$6.50</td>
<td>$2.00</td>
<td>$47.30</td>
<td>99941</td>
<td>$6,502,346</td>
<td>($312,000)</td>
<td>$65.06</td>
<td>$7,131,335</td>
</tr>
<tr>
<td>2018</td>
<td>$6.50</td>
<td>$2.00</td>
<td>$47.53</td>
<td>100941</td>
<td>$6,590,239</td>
<td>($315,120)</td>
<td>$65.29</td>
<td>$7,225,453</td>
</tr>
<tr>
<td>2019</td>
<td>$6.50</td>
<td>$2.00</td>
<td>$47.79</td>
<td>101950</td>
<td>$6,682,298</td>
<td>($318,271)</td>
<td>$65.54</td>
<td>$7,323,799</td>
</tr>
<tr>
<td>2020</td>
<td>$6.50</td>
<td>$2.00</td>
<td>$48.03</td>
<td>102969</td>
<td>$6,774,099</td>
<td>($321,454)</td>
<td>$65.79</td>
<td>$7,421,949</td>
</tr>
</tbody>
</table>

**Assumptions / Notes**
- Non-Fuel increased from $3.50 in 2013 to $4.00 in 2014
- 2015 MWH projections match City budget, at Mount Dora delivery point (DP)
- Unit Cost presented by DEF on 6/4 is per MWH generated
- DEF loss factor is assumed to remain at the 2014 value of 1.41%
- This value fluctuates, adjusted annually
- Transmission coincidence factor is assumed at 97%
- DEF transmission charges are simulated to remain at the 2014 level
- They are actually likely to increase
- DEF Fuel 2017-2020 is un-hedged, using standard Ten Year Site Plan assumptions
- FWA Fuel applies a factor for hedging, non-standard operations, and commodity price uncertainty
### COMPARISON

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Mount Dora- Existing</td>
<td>74.10</td>
<td>74.43</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mount Dora- Proposed DEF</td>
<td>72.06</td>
<td>72.40</td>
<td>71.36</td>
<td>71.58</td>
<td>71.84</td>
<td>72.08</td>
</tr>
<tr>
<td>Utility A</td>
<td>75.28</td>
<td>77.27</td>
<td>81.66</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utility B</td>
<td>76.94</td>
<td>78.54</td>
<td>80.12</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utility C</td>
<td>75.04</td>
<td>75.44</td>
<td>72.26</td>
<td>72.49</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utility D</td>
<td>62.10</td>
<td>65.02</td>
<td>68.87</td>
<td>73.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utility E</td>
<td>62.08</td>
<td>64.41</td>
<td>68.29</td>
<td>71.41</td>
<td>73.98</td>
<td></td>
</tr>
</tbody>
</table>

Mount Dora values use FWA fuel forecast (DEF escalated by factor for hedging and uncertainty)
The values for Utilities A-D apply the rates of those utilities to the projected usage of Mount Dora
For Utility E, only the All-In values are available, not the unit rates
All values include cost of transmission service using 2014 rates
EXECUTION COPY

FIRST AMENDMENT TO THE
POWER SALES AGREEMENT BETWEEN
DUKE ENERGY FLORIDA, INC. AND CITY OF MOUNT DORA, FLORIDA

This Amendment to the Power Sales Agreement Between Duke Energy Florida and the City of Mount Dora, Florida ("Amendment") is entered into and dated as of ________ ("Effective Date") by and between the City of Mount Dora, Florida ("Customer") and Duke Energy Florida, Inc. ("Company"). Company and Customer may each individually be referred to as a "Party" or collectively as the "Parties."

Whereas, Company and Customer are parties to that certain 2013-2016 Power Sales Agreement Between Florida Power Corporation Doing Business As Progress Energy Florida, Inc. and the City of Mount Dora, Florida dated as of September 18, 2012 (the "Agreement"); and,

Whereas, the Parties now desire to further amend the Agreement as set forth below in this Amendment.

Now Therefore, in consideration of the promises, mutual covenants and conditions set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged, and intending to be bound hereby, the Parties agree as follows:

1. The Parties desire to update Company’s legal name, and therefore, agree to delete any reference to "Florida Power Corporation Doing Business As Progress Energy Florida, Inc." or "PEF" and in lieu thereof, replace it with "Duke Energy Florida, Inc." or "DEF", as applicable.

2. The Parties desire to extend the term of the Agreement for four (4) additional years. Accordingly, Article 3 (Term) of the Agreement is amended by deleting the second sentence of Article 3 in its entirety, and in lieu thereof, replacing it with the following:

"The performance obligations of the Parties under this Agreement shall begin on January 1, 2013 and services shall be provided under this Agreement for eight (8) years, beginning January 1, 2013, and ending December 31, 2020 (the "Delivery Period")."

3. The Parties desire to amend and reduce the capacity charge payable by Customer under the Agreement. Accordingly, Article 6(a) (Capacity Charge) of the Agreement is amended by deleting it in its entirety, and in lieu thereof, replacing it with the following:

"Capacity Charge. The Customer shall pay to the Company a monthly capacity charge (the "Capacity Charge") equal to the product of (i) $6.95/kW-month for 2013-2016 or $6.50/kW-month for 2017-2020 and (ii) the maximum monthly billing demand, calculated in accordance with ARTICLE 6(d)(i) below."

4. The Parties desire to amend and reduce the non-fuel charge payable by Customer under the Agreement. Accordingly, Article 6(b) (Non-Fuel Energy Charge) of the Agreement is amended by deleting it in its entirety, and in lieu thereof, replacing it with the following:

"Non-Fuel Energy Charge. The Customer shall pay to the Company a monthly non-fuel energy charge (the "Non-Fuel Energy Charge") equal to the product of (i) the applicable NFE Charge (defined below) and (ii)
the amount of energy delivered by the Company per month at the Point(s) of Receipt ("Monthly Energy Delivered"), calculated in accordance with ARTICLE 6(d)(ii) below. The NFE Charge shall be $3.50/MWh for 2013, $4.00/MWh for 2014, and $2.00/MWh for 2015-2020."

5. The Parties desire to clarify the installation of renewable generation. Accordingly, the second sentence of Article 2 (Amounts of Capacity and Energy to Be Sold) is deleted in its entirety and in lieu thereof is replaced with the following:

"Notwithstanding the foregoing, this Agreement to purchase total capacity and energy shall not preclude (i) the Customer from installing renewable generation; or (ii) its retail customers from installing or arranging for installation of customer-owned renewable generation; or (iii) the Customer contracting with a third-party for renewable generation, as defined per Section 366.91(2)(b), Florida Statutes, in each case directly interconnected with Customer's power distribution system or directly interconnected with the facilities of a retail customer that is receiving retail service from the Customer. The aggregate amount of renewable generation shall not exceed 5.0% of Customer's total system capacity requirements based on the previous year's peak demand."

6. The Parties desire to clarify the application of Article 20 (Change in Environmental Law), and agree to add the following to the end of Sub-Section (a):

"To the extent that Company effectuates system improvements and/or enhancements due to a Change in Environmental Law, the Change in Environmental Law Recovery Charge will be calculated as the Customer's load-ratio share of those costs divided by the number of months the costs are recovered over and be in effect only during the Delivery Period. The Company will seek to recover such Change in Environmental Law Recovery Charge from Customer only if it is also seeking to recover such costs from other Firm Native Load Customers that the Company has the right to recover such charges from."

7. Except to the extent amended hereby as set forth above, all other terms and provisions of the Agreement shall remain unchanged and in full force and effect.

8. Customer agrees that Company shall make filing(s), together with supporting documentation, including the Agreement conformed to incorporate the modifications agreed-upon in this Amendment, at the Federal Energy Regulatory Commission ("FERC") setting forth inter alia the benefits of this Amendment to obtain FERC's approval or acceptance of the Agreement as modified by this Amendment. Customer authorizes Company to make such filing(s), and agrees to fully and timely support such filing made by Company. Following execution of this Amendment by both Parties, and notwithstanding anything to the contrary herein, the continued effectiveness of this Amendment and the performance of the Parties' obligations under the Amendment shall be expressly contingent on FERC timely accepting or approving the Agreement as modified by this Amendment and granting any request for waiver and the effective date requested therein (which will be a date no later than 90-days from the Effective Date of this Amendment), without modification, suspension, investigation,
or other condition. To the extent FERC orders any modification, suspension, investigation, or other condition relating to this Amendment and/or its acceptance or approval of the same, or fails to grant waiver and a requested effective date for the Amendment that is no later than 90-days from the Effective Date of this Amendment, either Party shall be entitled to terminate this Amendment without any liability for any reason; provided however, if FERC accepts or approves the Amendment but does not grant waiver and the requested effective date, and FERC orders Company to provide refunds, with interest, to Customer, then Customer agrees to reimburse Company for such interest so that Company shall not bear any cost or loss associated with filing this Amendment at FERC. To the extent FERC orders any modification, suspension, investigation, or other condition relating to this Amendment and/or its acceptance or approval of the same, this Amendment shall be null and void, and the Agreement shall continue in full force and effect; provided however, this Amendment shall remain effective and continue in full force and effect with a FERC-modified effective date if FERC accepts or approves the Amendment but does not grant waiver and the requested effective date for the Amendment.

9. Each Party represents and warrants to the other that: (i) each has the capacity, authority and power to execute, deliver, and perform under this Amendment; (ii) this Amendment constitutes legal, valid and binding obligations enforceable against it; (iii) each person who executes this Amendment on behalf of each Party warrants to having full and complete authority to do so; (iv) each Party is acting on its own behalf, has made its own independent decision to enter into this Amendment, has performed its own independent due diligence, is not relying upon the recommendations of any other party, and is capable of understanding, understands, and accepts the provisions of this Amendment; (v) each Party has completely read, fully understands, and voluntarily accepts every provision hereof; (vi) each Party agrees that neither Party shall have any provision hereof construed against such Party by reason of such Party drafting any provision of this document; and, (vii) nothing in this Amendment intended to modify or otherwise clarify the intent of any provision of the Agreement, except to the extent expressly set forth herein.

10. This Amendment shall be in full force and effect as of the Effective Date above, and the Agreement shall be amended as provided for herein.

11. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF FLORIDA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW, AND TO THE EXTENT APPLICABLE BY THE FEDERAL LAWS AND REGULATIONS OF THE UNITED STATES OF AMERICA.

12. This Amendment may be executed in one or more counterparts, including by a facsimile transmission hereof, and each transmission shall be deemed an original, together constituting one instrument.

SIGNATURE PAGE FOLLOWS
IN WITNESS WHEREOF, the Parties have each caused this Amendment to be executed by their duly authorized representatives.

City of Mount Dora, Florida

By: ____________________________
Name: __________________________
Title: ____________________________
Date: ____________________________

Duke Energy Florida, Inc.

By: ____________________________
Name: Alex Glenn
Title: State President
Date: 8/8/14

This Amendment shall not become effective until it is signed by both Parties.
DATE: August 19, 2014

TO: Mayor and City Council

VIA: Michael Quinn, City Manager

FROM: Roy Hughes, Parks & Recreation Director

RE: Rate Adjustments for the Community Building and Select Parks
Request to equalize non-profit rental rates with residential rates

Recommendation:
Staff recommends approval of the suggested rate adjustments for the listed rental facilities and equalize non-profit group facility rental rates to those of the residential rate, thus making the rate the same for both groups.

Background/Information:
On November 15, 2011, City Council adopted and approved a fee schedule for all the city facilities rented out by the Parks and Recreation Department (see attached fee chart). The users were separated into four distinct categories:

- Resident: having a mailing address of residence in Mount Dora proper.
- Non-Resident: Residing outside the city limits of Mount Dora.
- Non-Profit: An organization that obtained a 501c status from the IRS.
- Profit: An individual or organization that is charging admission or marketing sales of a product.

In the past several years all of our facilities have become much more in demand and as such have been used more frequently by many individuals and organizations. Subsequently, a good number of the users for the Community Building, for example, have been non-profits.

The initial intent when the lower fees were first adopted for the community building were to reacquaint individuals and groups with the prospects the rebuilt facility had to offer. By doing so the city adjusted the rental rates for non-profit groups to fifty percent of the residential rate. This strategy has been very fruitful but it has come at a cost to the city. Evaluations of other local Cities facilities’ fees that are in common with the Community Building have yielded a considerable gap when it comes to equitable rental fees. (See Chart)

Consequently, the overall revenue stream for the Community Building will and shall continue to suffer by operating at a lower rate than the comparable standards.
For the current budget year of FY 13/14 the total revenues projected for the Community Building are estimated at $22,000 for the year. As of August 19, 2014, the current revenue amount derived from the Community Building is $22,226.25. Based on this current amount and with the proposed rate increase applied, the community building would produce an approximate increase of over $10,000 to the bottom line of the Community Building revenues.

**Current Rates as of August 2014**

*Please note that daily rates constitute as a 10 hours or more rental.*

<table>
<thead>
<tr>
<th>Facility</th>
<th>Seating Capacity</th>
<th>For Profit Rate</th>
<th>Non-Profit Rate</th>
<th>Staffing Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Athens Theatre (Deland)</td>
<td>451</td>
<td>$2,000 per day</td>
<td>$1,600 per day</td>
<td>N/A</td>
</tr>
<tr>
<td>Garden Theatre (Winter Garden)</td>
<td>299</td>
<td>$100-$125 per hr.</td>
<td>$100-$125 per hr.</td>
<td>$20-$30 per hr.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>($1,250 per day)</td>
<td>($1,250 per day)</td>
<td></td>
</tr>
<tr>
<td>Mount Dora Community Building</td>
<td>618</td>
<td>$280 per hr.</td>
<td>$40 per hr.</td>
<td>$20 per hr. sound tech $17 per hr, janitorial</td>
</tr>
<tr>
<td></td>
<td></td>
<td>($2,800 per day)</td>
<td>($400 per day)</td>
<td></td>
</tr>
<tr>
<td>Ormond Beach Performing Arts</td>
<td>600</td>
<td>$667 per 8 hrs.</td>
<td>$301 per 8 hrs.</td>
<td>Technician: $30 per hr Ushers and Parking Lot: $110 fee</td>
</tr>
<tr>
<td></td>
<td></td>
<td>+ $1.45 per attendee</td>
<td>+ $1.45 per attendee</td>
<td></td>
</tr>
<tr>
<td>Peabody Auditorium (Daytona)</td>
<td>2,500</td>
<td>$2,800 per 4 hrs.</td>
<td>$1,200 per 4 hrs.</td>
<td>In Addition</td>
</tr>
<tr>
<td></td>
<td></td>
<td>($4,600 per 8 hrs.)</td>
<td>($2,400 per 8 hrs.)</td>
<td></td>
</tr>
<tr>
<td>The Palladium St. Petersburg</td>
<td>850</td>
<td>$1,800 per 9 hrs.</td>
<td>$1,600 per 9 hrs.</td>
<td>In Addition</td>
</tr>
<tr>
<td>Wayne Densch Theatre (Sanford)</td>
<td>560</td>
<td>$1,525 per day</td>
<td>$1,525 per day</td>
<td>Included</td>
</tr>
</tbody>
</table>

*After accumulating the information, staff met with representatives from the regular users of the community building and shared the information from the theatre rental fees analysis and to discuss the impact of a rate increase on them.

**Current Rental Rates for Mount Dora Community Building and Park Facilities:**

### Daily Rate

*(Please note this rate constitutes 10 or more hours)*

<table>
<thead>
<tr>
<th>Facility or Room</th>
<th>Resident</th>
<th>Non-Profit</th>
<th>Non-Resident</th>
<th>For Profit</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.B. Auditorium</td>
<td>$350</td>
<td>$175</td>
<td>$500</td>
<td>$1,000</td>
</tr>
<tr>
<td>C.B. Lobby</td>
<td>$250</td>
<td>$125</td>
<td>$400</td>
<td>$800</td>
</tr>
<tr>
<td>C.B. Concessions</td>
<td>$100</td>
<td>$50</td>
<td>$250</td>
<td>$500</td>
</tr>
<tr>
<td>C.B. Green Room</td>
<td>$100</td>
<td>$50</td>
<td>$250</td>
<td>$500</td>
</tr>
<tr>
<td>Entire C.B.</td>
<td>$800</td>
<td>$400</td>
<td>$1,400</td>
<td>$2,800</td>
</tr>
<tr>
<td>Donnelly Park</td>
<td>$250</td>
<td>$125</td>
<td>$500</td>
<td>$1,000</td>
</tr>
<tr>
<td>Evans Park</td>
<td>$150</td>
<td>$150</td>
<td>$150</td>
<td>$150</td>
</tr>
<tr>
<td>Sunset Park</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facility or Room</td>
<td>Resident</td>
<td>Non-Profit</td>
<td>Non-Resident</td>
<td>For Profit</td>
</tr>
<tr>
<td>---------------------</td>
<td>----------</td>
<td>------------</td>
<td>--------------</td>
<td>------------</td>
</tr>
<tr>
<td>C.B. Auditorium</td>
<td>$35</td>
<td>$17.50</td>
<td>$50</td>
<td>$100</td>
</tr>
<tr>
<td>C.B Lobby</td>
<td>$25</td>
<td>$12.50</td>
<td>$40</td>
<td>$80</td>
</tr>
<tr>
<td>C.B Green Room</td>
<td>$10.00</td>
<td>$5</td>
<td>$25</td>
<td>$50</td>
</tr>
<tr>
<td>C.B Concessions</td>
<td>$10.00</td>
<td>$5</td>
<td>$25</td>
<td>$50</td>
</tr>
<tr>
<td>Entire C.B.</td>
<td>$80</td>
<td>$40</td>
<td>$140</td>
<td>$280</td>
</tr>
<tr>
<td>Donnelly Park</td>
<td>$25</td>
<td>$12.50</td>
<td>$50</td>
<td>$100</td>
</tr>
<tr>
<td>Evans Park</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Sunset Park</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Prior to this application for changing the fees, staff convened a meeting with representatives from the Music Festival, Visit Mount Dora and Library Association regarding the possible increase of facility use fees for the Community Building. Representatives from each organization contributed ideas and thoughts on what fees would be most amenable for the shows that they produce. By consensus these users were in agreement with the raising of these fees. Even with this rate increase the facility use fee would still remain one of the lower fees for facility users.

**Proposed Rental Rates for Mount Dora Community Building and Park Facilities:**

**Daily Rate**

*(Please note this rate constitutes 10 or more hours)*

<table>
<thead>
<tr>
<th>Facility or Room</th>
<th>Resident/Non-Profit</th>
<th>Non-Resident</th>
<th>For Profit</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.B. Auditorium</td>
<td>$450</td>
<td>$500</td>
<td>$550</td>
</tr>
<tr>
<td>C.B. Lobby</td>
<td>$300</td>
<td>$350</td>
<td>$400</td>
</tr>
<tr>
<td>C.B. Green Room</td>
<td>$100</td>
<td>$150</td>
<td>$200</td>
</tr>
<tr>
<td>Entire C.B.</td>
<td>$850</td>
<td>$1,000</td>
<td>$1,100</td>
</tr>
<tr>
<td>Donnelly Park</td>
<td>$300</td>
<td>$500</td>
<td>$700</td>
</tr>
<tr>
<td>Evans Park</td>
<td>$250</td>
<td>$350</td>
<td>$450</td>
</tr>
<tr>
<td>Sunset Park</td>
<td>$100</td>
<td>$150</td>
<td>$200</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Facility or Room</th>
<th>Resident/Non-Profit</th>
<th>Non-Resident</th>
<th>For Profit</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.B. Auditorium</td>
<td>$45</td>
<td>$50</td>
<td>$55</td>
</tr>
<tr>
<td>C.B. Lobby</td>
<td>$30</td>
<td>$35</td>
<td>$40</td>
</tr>
<tr>
<td>C.B. Green Room</td>
<td>$10</td>
<td>$15</td>
<td>$20</td>
</tr>
<tr>
<td>Entire C.B.</td>
<td>$85</td>
<td>$100</td>
<td>$110</td>
</tr>
<tr>
<td>Donnelly Park</td>
<td>$30</td>
<td>$50</td>
<td>$70</td>
</tr>
<tr>
<td>Evans Park</td>
<td>$25</td>
<td>$35</td>
<td>$45</td>
</tr>
<tr>
<td>Sunset Park</td>
<td>$10</td>
<td>$15</td>
<td>$20</td>
</tr>
</tbody>
</table>

*Hourly fees are only applied to minimal hourly productions, approved by staff.*
Discussion:

Since our last fee increase, the demand for our facilities has escalated, so too has our cost to operate and maintain them in the manner that keeps them accessible as quality venues. Much of our decline in revenue can be attributed to the disparity between the cost for residents and that for non-profits. As part of this request we propose to council that the separation of residential fees and non-profits be combined as one rather than be split and reduced for non-profits. Under this proposal non-profits would pay the same rate as our residents.

To summarize our points for adopting the proposed changes:

- By aligning the non-profit rate with that of the residential rate, the revenues for the listed City facilities will be increased and place residential rates on equal footing with non-profit groups.
- With the adjustment of the Community Building and Park usage fees, all organizations will still enjoy having one of the lowest rental fees in our area.
- Eliminating the Concessions fee and combing the amenity with the fee for the Lobby makes the room more conducive to the user for party and banquet functions.
- Adjusting the For-Profit daily fee to $1,100 will make the facility more appealing for “For Profit” promoters and planners to book the facility for their special events.

Attachments:

- Approved Fee schedule from 2011 City Council meeting
## FACILITY CHARGES

<table>
<thead>
<tr>
<th>Facility</th>
<th>Resident</th>
<th>Non Resident</th>
<th>Non Profit</th>
<th>Profit</th>
<th>Light Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donnelly Park Building</td>
<td>$25.00</td>
<td>$50.00</td>
<td>$12.50</td>
<td>$100.00</td>
<td>-</td>
</tr>
<tr>
<td>Community Building Auditorium (Upper Level)</td>
<td>$35.00</td>
<td>$50.00</td>
<td>$17.50</td>
<td>$100.00</td>
<td>-</td>
</tr>
<tr>
<td>Community Building Lobby (Upper Level)</td>
<td>$25.00</td>
<td>$40.00</td>
<td>$12.50</td>
<td>$80.00</td>
<td>-</td>
</tr>
<tr>
<td>Community Building Concession (Upper Level)</td>
<td>$10.00</td>
<td>$25.00</td>
<td>$5.00</td>
<td>$50.00</td>
<td>-</td>
</tr>
<tr>
<td>Community Building Green Room (Lower Level)</td>
<td>$10.00</td>
<td>$25.00</td>
<td>$5.00</td>
<td>$50.00</td>
<td>-</td>
</tr>
<tr>
<td>Martin Luther King Center</td>
<td>$20.00</td>
<td>$40.00</td>
<td>$10.00</td>
<td>$80.00</td>
<td>-</td>
</tr>
<tr>
<td>Gilbert Park Pavilion 1 30' x 30' (72 people)</td>
<td>$10.00</td>
<td>$20.00</td>
<td>$5.00</td>
<td>$40.00</td>
<td>-</td>
</tr>
<tr>
<td>Gilbert Park Pavilion 2 24' x 24' (36 people)</td>
<td>$5.00</td>
<td>$10.00</td>
<td>$2.50</td>
<td>$20.00</td>
<td>-</td>
</tr>
<tr>
<td>Cauley Lott Park Pavilion</td>
<td>$5.00</td>
<td>$10.00</td>
<td>$2.50</td>
<td>$20.00</td>
<td>-</td>
</tr>
<tr>
<td>Frank Brown Park Pavilion</td>
<td>$5.00</td>
<td>$10.00</td>
<td>$2.50</td>
<td>$20.00</td>
<td>-</td>
</tr>
<tr>
<td>Frank Brown Concession Stand</td>
<td>$15.00</td>
<td>$30.00</td>
<td>$7.50</td>
<td>$60.00</td>
<td>-</td>
</tr>
<tr>
<td>Frank Brown Park Fields</td>
<td>$10.00</td>
<td>$20.00</td>
<td>$5.00</td>
<td>$40.00</td>
<td>$8.00</td>
</tr>
<tr>
<td>City Sports Complex Fields</td>
<td>$10.00</td>
<td>$20.00</td>
<td>$5.00</td>
<td>$40.00</td>
<td>$8.00</td>
</tr>
<tr>
<td>Tennis Courts</td>
<td>$5.00</td>
<td>$10.00</td>
<td>$2.50</td>
<td>$20.00</td>
<td>-</td>
</tr>
<tr>
<td>Racquetball Courts</td>
<td>$5.00</td>
<td>$10.00</td>
<td>$2.50</td>
<td>$20.00</td>
<td>-</td>
</tr>
<tr>
<td>Swimming Pool</td>
<td>$25.00</td>
<td>$50.00</td>
<td>$12.50</td>
<td>$100.00</td>
<td>-</td>
</tr>
</tbody>
</table>