MOUNT DORA CITY COUNCIL MEETING
March 17, 2015, 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

CONSENT AGENDA

1. Approval to Conduct a Water and Sewer Impact Fee Study 03
2. Approval to Upgrade Public Safety Building Security Cameras 14
3. Approval of 2015 Inaugural Mount Dora Blueberry Festival 17
4. Approval of City Council Special Minutes dated February 23, 2015 39
5. Approval of City Council Minutes dated March 3, 2015 42

PUBLIC HEARINGS
ORDINANCES

1. Final Reading of Ordinance 2015-06 50
An Ordinance Pertaining to Impact and Development Review Fee Waivers in the CRA Districts

COUNCIL CONSIDERATION/DISCUSSION OF DEPARTMENTAL TOPICS
CITY MANAGER

1. Discussion of 2014-15 Project Work Plan 55
City Council Regular Meeting Agenda – March 17, 2015

City Manager Items Cont’d

2. Sylvan Shores

Discuss renegotiation of a 1933 Indenture Agreement between Sylvan Shores Company and the Town of Mount Dora regarding the quit claim release of the power and water assets

3. Discussion of Future Pathways

PLANNING AND DEVELOPMENT

1. Gates of Mount Dora

Request for Construction Plan and Final Plat Approval; property located West side of Clayton Street at City and Orange County Line; Joseph Kantor (Applicant); Empire EQ Homes Fund, LLC (Owner); BESH, Inc. (Project Engineer)

BOARD APPOINTMENTS

1. Lake County Request for Appointment of Representative

Ms. Nancy Zinkofsky was reappointed to the Arts and Cultural Alliance as the representative of the City of Mount Dora on July 30, 2013. Her term ends July 31, 2015

CITY ATTORNEY/CITY MANAGEMENT INFORMATION/REPORTS

COMMITTEE REPORTS

OTHER BUSINESS

MEETING NOTICES

ADJOURNMENT

NOTICE: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

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

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: March 17, 2015

TO: Mayor and City Council

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

VIA: Michael Quinn, City Manager

RE: Water and Sewer Impact Fee Study Contract

Recommendation: Staff recommends approval of the Public Resources Management Group, Inc. contract for $24,000.00 to conduct a water and sewer impact fee study.

References/Support: N/A

Background/Information: The City’s water and sewer impact fees need to be updated to stay current. The last impact fee study for water and sewer was performed in 2007. In addition, the impact fees will be apportioned to the distribution and collection systems and to the water and sewer plants. This will allow for developers to receive impact fee credits for constructing utility mains without negatively affecting the impact fees that are needed for the water and sewer plants.

Attachments: Proposal from Public Resources Management Group, Inc.
February 25, 2015

Mr. John Peters  
Director  
Public Works & Utilities  
City of Mount Dora  
1250 North Highland Street  
Mount Dora, Florida 32757  

Subject: Agreement to Provide Utility Consulting Services

Dear Mr. Peters:

Public Resources Management Group, Inc. ("PRMG") is pleased to submit this letter agreement to provide utility consulting services to the City of Mount Dora, Florida (the "City"). Based on our response to the City’s RFP#15-01-001 and our discussions with City staff, the scope of services will be to perform a water and wastewater impact fee study to recover the cost of the expansion-related capital investment from new development and to assist the City’s legal counsel in the review development of the impact fee ordinance.

This letter agreement sets forth: i) billing rates for consulting services; ii) the scope of services to be performed; iii) the project fee; iv) standard terms and conditions; and v) the estimated project schedule as follows:

PROJECT TEAM AND BILLING RATES

With respect to the performance of the project, Mr. Henry Thomas will be the principal-in-charge with Mr. Bryan Mantz, serving as the lead analyst involved in the daily supervision of the project; both of the individuals will be the primary PRMG contacts for the City. PRMG may utilize other employees or associates during the course of the engagement as needed. The personnel services covered by this proposal shall be billed based on the direct labor rates as presented on Attachment A of this proposal.

SCOPE OF SERVICES

The scope of services to be performed by PRMG is included herein as Attachment B.

COMPENSATION AND BILLING

Based on the direct hourly labor billing rates as shown on Attachment A and the scope of services as summarized herein in Attachment B the not-to-exceed contract amount is $24,000. Attachment C provides a summary of the project cost estimate by PRMG staff designation and the estimate hours to complete the project. This budget amount includes the direct cost of personnel anticipated to be assigned to the project as well as any indirect costs such as telephone, travel, printing and shipping charges. The costs incurred by PRMG for such indirect costs, if
any, will be billed to the City at the standard cost rates or based on actual costs predicated on the billing provisions as set forth in this proposal and as presented in Attachment A. No additional services above the cost estimate will be performed without the prior written authorization of the City.

PRMG will bill the City monthly for the services provided in accordance with this proposal on a time and materials basis predicated on the actual time and costs incurred by PRMG to provide such services. PRMG will render monthly invoices for services based on provided on the sum of: i) the hourly amount of time spent by the PRMG staff members times the standard hourly billing rates; and, ii) any direct costs incurred to perform the required services; and iii) the pass-through of any sub-consulting costs that may be required to perform the project. PRMG does not anticipate the need for sub-consultant services to complete the scope of services; however, to the extent that PRMG determines a need for sub-consulting services, PRMG will notify the City of such need and will not employ or use any sub-consultant without the prior approval by the City. No additional services will be performed without the prior written authorization by the City and PRMG.

STANDARD TERMS AND CONDITIONS
The standard terms and conditions associated with this agreement are set forth in Attachment D.

PROJECT SCHEDULE
Upon notification to proceed by the City, PRMG will complete the requested services within approximately ninety (90) days. PRMG’s ability to meet the schedule will depend upon the availability of data and information to be provided the City.

We appreciate the opportunity to submit this proposal to the City to provide utility rate consulting services. If this proposal is acceptable to the City, please provide PRMG with a executed copy of this agreement or other form of acceptance that includes the terms of this proposal. We appreciate the opportunity to serve the City of Mount Dora.

Very truly yours,

Public Resources Management Group, Inc.

Henry L. Thomas
Senior Vice-President

Accepted by the City:
ATTACHMENT A

CITY OF MOUNT DORA
WATER AND WASTEWATER IMPACT FEE STUDY

SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES

### DIRECT HOURLY RATES

<table>
<thead>
<tr>
<th>Project Team Title</th>
<th>Direct Labor Hourly Rates [*]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$185.00</td>
</tr>
<tr>
<td>Supervising Consultant</td>
<td>$120.00</td>
</tr>
<tr>
<td>Senior Rate Analyst</td>
<td>$  85.00</td>
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<tr>
<td>Rate Analyst</td>
<td>$  75.00</td>
</tr>
<tr>
<td>Administrative</td>
<td>$  52.00</td>
</tr>
</tbody>
</table>

[*] Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties.

### STANDARD COST RATES

<table>
<thead>
<tr>
<th>Expense Description</th>
<th>Standard Rates [*]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage Allowance – Personal Car Use Only</td>
<td>$0.485 per mile</td>
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<tr>
<td>Reproduction (black and white) (in house)</td>
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<tr>
<td>Reproduction (color) (in house)</td>
<td>$0.25 per page</td>
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<tr>
<td>Reproduction (contracted)</td>
<td>Actual Cost</td>
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<tr>
<td>Computer Time</td>
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<td>Telephone Charges</td>
<td>Actual Cost</td>
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<td>Delivery Charges</td>
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<td>Lodging/Other Travel Costs</td>
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<td>Meals</td>
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<td>$9.00 – Breakfast</td>
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<td></td>
<td>$12.00 – Lunch</td>
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<tr>
<td></td>
<td>$25.00 – Dinner</td>
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<tr>
<td>Sub-consultant Services</td>
<td>Actual Cost plus 5.0%</td>
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<tr>
<td>Other Costs for Services Rendered</td>
<td>Actual Cost</td>
</tr>
</tbody>
</table>

[*] Standard cost rates effective twelve months after the date of execution of the Agreement; where applicable, rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties. Any Standard Rate adopted by policy by Client will supersede rates shown above.
ATTACHMENT B
CITY OF MOUNT DORA
WATER AND WASTEWATER IMPACT FEE STUDY

SCOPE OF SERVICES

The scope of services to be performed by Public Resources Management Group, Inc. ("PRMG") on behalf of the City's water and wastewater utility system (the "System") is to: i) review the impact fees for the water and wastewater systems to ensure that such fees recover the capital costs related to new development; and ii) provide assistance in the implementation of such fees. The following is a summary of the tasks to be performed for the project:

Task 1: Data Gathering and Review

A detailed written data request will be prepared for the City to compile specific information relative to the existing and future utility fixed assets in-service and the capacity of such assets that is available to serve to new development as well as other relevant information needed to perform the impact fee study. Information to be obtained will include current fixed asset data, current capital improvement plans of each utility system, inventory of existing facilities as it relates to capacity and utilization, customer statistical information, and other related information. One (1) meeting by not more than two representatives of PRMG is included in this task to review the project data requirements including the capital improvements program, and identify key issues to be addressed during the impact fee analysis. The costs for attending the meeting for this task are included in Task 7, as shown on Attachment 3.

Task 2: Evaluation of Existing Fixed Assets

PRMG will evaluate the cost of existing assets with capacity available to provide utility service to future service area growth and development. PRMG will categorize the cost of such utility assets into functional service categories such as supply, treatment, transmission, etc., in order to develop the proposed impact fees associated with the supply/treatment and transmission functions.

Task 3: Evaluation of Capital Improvement Program

PRMG will review the City’s capital improvement plan and identify System projects that will provide additional capacity necessary to serve growth and incorporate these expansion-related capital costs into the fee analysis. PRMG will work with City staff to identify capital expenditures that: i) are allocable to new development or growth within a specific capital planning horizon; ii) serve to upgrade or enhance utility plant that has remaining capacity allocable to growth; and iii) are for renewals and replacements of assets associated with serving existing customers and capacity.
Task 4: Review of Level of Service Standards and Capacity Analysis

PRMG will review the existing level of service (LOS) standards compare these standards with recent historical usage experience. Based on this review, PRMG will recommend any appropriate revisions to the LOS levels and application methodology. Based on the recommended LOS, and existing and planned plant capacity, a capacity utilization will be conducted. This analysis will identify the capacity available to serve new growth in order to calculate the capital cost allocable to new development.

Task 5: Design of Water, Wastewater and Reclaimed Water Impact Fees

Based on the LOS standards and capital costs associated with serving new development, PRMG will develop proposed impact fees for providing water, wastewater and reclaimed water service to new development. The fees will be calculated recognizing the reservation and utilization of capacity by an equivalent residential customer (e.g., single-family residential).

Task 6: Review of Impact Fee Application Methods:

PRMG will review the City’s existing method for applying impact fee to non-single family customers including multi-family and commercial/institutional customers and make recommendations regarding impact fee application where appropriate.

Task 7: Review and Evaluation of Other Development-Related Fees and Charges

This task will include the evaluation of other development-related fees and charges such as guaranteed revenue/capacity reservation charges and accrued guaranteed revenues based on the carrying costs of reserving/maintaining capacity to serve new growth.

Task 8: Impact Fee Comparisons

A comparison of the proposed water and wastewater impact fees, in both terms of the level of the fee charged and the basis for application of the fee to new development, for neighboring utilities will be prepared. This task will be performed concurrent with the impact fee determination to assist in the finalization of the fee methodology.

Task 9: Meetings with City Staff

PRMG will attend two (2) meetings with the City staff. These meetings will include a project initiation meeting and a meeting to discuss the preliminary study results to staff. Attendance of these meetings will be by not more than two (2) employees of PRMG; the attendance of any additional review meetings will be considered as an additional service.

Task 10: Review of Impact Fee Ordinance

PRMG will provide assistance to the City staff and legal counsel in the preparation of the impact fee ordinance. PRMG will provide an overall review function of the ordinance to ensure that it is
consistent with the proposed impact fees and other development-related charges, application of
the fee, and other policies of the City.

**Task 11: Report Preparation and Presentation**

PRMG will prepare: i) a letter report documenting our assumptions, analyses, and primary data
sources; and ii) a presentation briefing document to summarize the study results.

**Task 12: Attendance of Public Meeting**

PRMG will attend one (1) public workshop or hearing to present the results of the water and
wastewater impact fee study to the City Council.

**City Staff Assistance**

The following is a list of the tasks anticipated to be performed by the staff of the City to assist
PRMG in providing the services on a timely basis:

1. The gathering of specific customer, operational and facility data and information;

2. Assistance with compiling data into a usable format from the general records and reports of
   the City;

3. Assistance in the formulation of policy or strategy decisions;

4. Assistance in the public information program and scheduling of meetings to review results;
   and

5. General review and comments on the results of our analyses and reports to the City.

During the course of the study, the City may request additional services relative to this scope of
services from PRMG. Such services will not be conducted until authorized by the City. The
City will be billed for such additional services based on the hourly rate schedule of PRMG
members as identified in this agreement or some other basis as mutually agreed between the City
and PRMG. Although no additional services are anticipated for this engagement, examples of
additional services may include the following:

1. Attendance of additional meetings with City staff, stakeholder groups such as the Lake
   County Homebuilders Association or additional public hearings or one-on-one meetings
   with the City Council members above the amount identified in the scope of services.

2. Delays in the project schedule at no fault of PRMG which may have impacts on analyses
   performed, and which would affect the budget for the scope of services reflected herein.

(Remainder of page intentionally left blank)
### Project Cost Estimate for Water and Wastewater Impact Fee Study

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<th>Line No.</th>
<th>Activity</th>
<th>Task Ref. [1]</th>
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<th>Rate Analyst</th>
<th>Clerical &amp; Admin.</th>
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<td></td>
<td></td>
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<td>$24,001</td>
</tr>
</tbody>
</table>

I. SCOPE

Public Resources Management Group, Inc. (PRMG) agrees to perform the professional consulting services described in the agreement (the "Work") that incorporates these standard terms and conditions. Unless modified in writing by the parties hereto, the duties of PRMG shall not be construed to exceed those services specifically set forth in the agreement. These terms and conditions and the agreement, when executed by the Client, shall constitute a binding agreement on both parties (hereinafter after the "Agreement").

II. COMPENSATION

The Client, as defined in the agreement, agrees to pay for the services as billed within thirty (30) days of receiving the invoice. Amounts paid after thirty (30) days may be subject to interest charges, not to exceed a monthly compound rate of one percent (1.0%) applied to the delinquent unpaid balance.

Time-related charges will be made in accordance with the billing rate referenced in the agreement. Other indirect expenses and subcontractor services, if any, will be billed in accordance with the standard unit cost rates as referenced in the agreement or if no reference is provided, at the actual cost as incurred by PRMG.

III. RESPONSIBILITY

PRMG is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. PRMG shall perform analyses, provide opinions, make factual presentations, and provide professional advice and recommendations. PRMG does not expressly warrant or guarantee its services.

IV. RELIANCE UPON INFORMATION PROVIDED BY OTHERS.

If PRMG's performance of services hereunder requires PRMG to rely on information provided by other parties (excepting PRMG's subcontractors), PRMG shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

V. INDEMNIFICATION

PRMG agrees to indemnify, defend, and hold Client harmless from and against any liability arising out of the negligent errors or negligent omissions of PRMG, its agents, employees, or representatives, in the performance of duties set forth in Article I. Regardless of any other term of this Agreement, in no event shall PRMG be responsible or liable to Client for any incidental, consequential, or other indirect damages.

Client agrees to indemnify, defend, and hold PRMG harmless from and against any liability arising out of the negligent errors or negligent omissions of Client, its agents, employees, or representatives, in the performance of duties set forth in Article I.

VI. INSURANCE

PRMG shall maintain during the life of the agreement the following minimum insurance:

1. Commercial general liability insurance, including hired and non-owned automobiles, with the following limits:
   - Each Occurrence $1,000,000
   - Damage to Rented Premises (Each Occurrence) $300,000
   - Medical Expense (Any one person) $5,000
   - Personal and Advertising Injury $1,000,000
   - General Aggregate $2,000,000
   - Products – Completed/Operation General Aggregate $2,000,000

2. Statutory worker's compensation and employers' liability insurance as required by state law.

3. Professional liability insurance at a limit of liability of not less than $2,000,000 aggregate.

VII. SUBCONTRACTS

Unless specifically specified in the Agreement, PRMG shall be entitled, to the extent determined to be appropriate by PRMG, to subcontract any portion of the Work to be performed under this Agreement.

VIII. ASSIGNMENT

These terms and conditions and the agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. This
agreement may not be assigned by Client or PRMG without prior, written consent of the other.

IX. INTEGRATION
These terms and conditions and the agreement to which they are attached represent the entire understanding of Client and PRMG as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing signed by both parties.

X. JURISDICTION
This agreement shall be administered and interpreted under the laws of the State of Florida. Jurisdiction of litigation arising from the agreement shall be in that state.

XI. SEVERABILITY
If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XII. FORCE MAJEURE
PRMG shall not be responsible for delays in performing the scope of services that may result from causes beyond the reasonable control or contemplation of PRMG. PRMG will take reasonable steps to mitigate the impact of any force majeure.

XIII. NO BENEFIT FOR THIRD PARTIES
The services to be performed by PRMG hereunder are intended solely for the benefit of Client, and neither right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on PRMG's performance of its services hereunder.

XIV. WORK PRODUCT
PRMG and Client recognize that PRMG's Work product submitted in performance of this Agreement is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify PRMG against all losses, damages, costs, and expenses, including attorneys' fees, arising out of or related to any such unauthorized change, alteration, or reuse.

XV. SUSPENSION OF WORK
Client may suspend, in writing, all or a portion of the Work under the agreement in the event unforeseen circumstances beyond Client's control make normal progress of the Work impossible. PRMG may request that the Work be suspended by notifying Client, in writing, of circumstances that are interfering with the normal progress of Work. PRMG may suspend Work on the project in the event Client does not pay invoices when due. PRMG shall be compensated for its reasonable expenses resulting from such suspension including mobilization and demobilization. The time for completion of the Work shall be extended by the number of days Work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate Work on the suspended portion of the project.

XVI. TERMINATION OF WORK
Client may terminate all or a portion of the Work covered by the agreement for its convenience. Either party may terminate Work if the other party fails to perform in accordance with the provisions of the agreement. Termination of the agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

This agreement may be terminated by PRMG: a) for cause, if Client breaches this Agreement through no fault of PRMG and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after PRMG has given written notice of the alleged breach to Client; or b) upon five days' notice if Work under this Agreement has been suspended by either Client or PRMG in the aggregate for more than ninety (90) days.

In the event of termination, PRMG shall perform such additional Work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional Work shall not exceed five
percent (5%) of the time expended on the terminated portion of the project prior to the effective date of termination. PRMG shall be compensated by the client for Work actually performed prior to the effective date of termination plus the Work required for filing and closing as described in this Article.

XVII. ARBITRATION

All claims, disputes and other matters in question between the parties to this agreement arising out of or relating to this agreement or the breach thereof, which are not disposed by mutual agreement of the parties, shall be decided by arbitration in accordance with the Florida Arbitration Code. No arbitration arising out of or relating to this agreement shall include any person not a party to this agreement except by written consent containing a specific reference to this agreement and signed by the parties hereto and persons to be joined.

This agreement to arbitrate shall be specifically enforceable under prevailing arbitration law.

Notice of demand for arbitration shall be filed in writing with the other parties to this agreement. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event after the date when the institution of legal or equitable proceedings would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered in accordance with applicable law in any court having jurisdiction.

XVIII. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the PRMG Project Manager and to the person signing the Agreement on behalf of the Client, and shall be effective upon delivery to the address stated in the Agreement.

XIX. PUBLIC RECORDS

Pursuant to applicable Florida law, PRMG's records associated with this Agreement may be subject to Florida's public records laws, Florida Statutes 119.01, et seq., as amended from time to time. PRMG shall comply with all public records obligations set for in such laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the Client at the conclusion of this Agreement, as provided for in Florida Statutes 119.0701 (2013).
DATE: March, 9 2015

TO: Mayor and City Council

FROM: John O'Grady, Chief of Police

Via: Michael Quinn, City Manager

RE: Public Safety Building Security Cameras

Issue:

The Public Safety Complex security camera system has been in need of an upgrade. A request was made in the 2014-15 CIP. It was approved by City Council. A RFP (#15-04-001) was initiated by the Purchasing Department in February of 2015. Four companies’ submitted proposals (please see attached bid tabulation form).

Background:

Due to the technical nature of this project I solicited the expertise of our city IT department in reviewing the bids. I also asked the Public Safety Facility Manager (Mr. Dave Scott) to review the proposals. I asked them to determine which vendor:

- Presented the best overall solution
- Presented the most advantageous proposal, taking in to consideration price, quality and criteria set forth in the proposal

Recommendation:

Based on the above criteria the IT department recommended the SmartWatch Security proposal as their preferred choice.

Mr. Dave Scott’s recommendation based on quality offered, delivery terms and budget requirements was SmartWatch Security.
SmartWatch has done previous work for the City of Mount Dora and has positive ratings with the City in all categories to include responsiveness to after hour and emergency call outs when there are camera outages, maintaining an acceptable maintenance schedule on all cameras systems and having an overall good working relationship with City staff. SmartWatch is a local vendor (742 South Rossiter St., Mount Dora).

I am respectfully requesting that City Council award the Public Safety Complex Security Camera project (# 15-04-001) to SmartWatch Security Company.
<table>
<thead>
<tr>
<th>BID TABULATION FORM</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY RP NO. 15-04-01 Public Safety Complex Camera Upgrades</td>
</tr>
<tr>
<td>CITY OF MOUNT DORA - PURCHASING DIVISION</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>SmartWatch Security</td>
<td>Mount Dora, FL 32757</td>
<td>Mount Dora</td>
<td>FL 32757</td>
<td>Mount Dora</td>
</tr>
<tr>
<td>Snake Information Technology</td>
<td>Rockledge, FL 32955</td>
<td>Rockledge</td>
<td>FL 32955</td>
<td>Rockledge</td>
</tr>
<tr>
<td>Trench Communications</td>
<td>Phoenix, AZ 85040</td>
<td>Phoenix</td>
<td>AZ 85040</td>
<td>Phoenix</td>
</tr>
<tr>
<td>Integrated Fire Security</td>
<td>Fort Myers, FL 33967</td>
<td>Fort Myers</td>
<td>FL 33967</td>
<td>Fort Myers</td>
</tr>
<tr>
<td>Lump Sum Bid Amount</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Open Date: February 26, 2015 |

| Presented For the Opening: | |

| Presented For the Opening: | |

| Presented For the Opening: | |
DATE: March 17, 2015

TO: Michael Quinn, City Manager

VIA: Chain of Command

FROM: Roy Hughes, Parks and Recreation Director

RE: 2015 Inaugural Mount Dora Blueberry Festival Street Closure, SE# 1501

Recommendation: Staff recommends the approval of the Inaugural Mount Dora Blueberry Festival.

Requests:
To close Alexander Street between Third and Fifth Avenue; to utilize Sunset Park and the Pedestrian Mall Area.

- Saturday, April 18, 2015 from 6:00 am until 7:30 pm.
- Set-up in downtown street areas to begin on Friday, April 17th, from 5:30pm to 8:30pm
- Exclusive use of the following area: Sunset Park starting Saturday, at 6:00 am to 7:30pm.
- Exclusive use of the public parking lot on the corner of Alexander Street and Fourth Avenue to be used as an event area for vendor sales and display trailers.
- Exclusive use of the City parking lot located at Edgerton Court (Evans Park).
- The Edgerton Court Public Parking lot will be reserved for vendors only.
- Utilizing Sunset Park and the Pedestrian Mall as an area for Beer and Wine Sales.

To temporary close the public parking lot at the Yacht Club off of McDonald for a “Blueberry Roll” from 2pm to 4pm; on April 18th.

References:
Special Event Application
Special Event Plan

Coordination:
City Manager
Finance
Fire
Library
Parks & Recreation
Utilities & Public Works
Budgetary Impact:
The event sponsor will reimburse the City for all costs.

Discussion:
This is an Inaugural event for the Mount Dora Blueberry Festival which would be sponsored by Festivals of Florida, Inc. known as a Florida Registered Non-Profit Organization. Following the submittal of the event application, the applicant indicated that approximately 10,000 patrons will attend this event, which will be held at Sunset Park and along Alexander Street and Fourth Avenue.

This is a one day festival that has an event layout one very similar to the Plant and Garden Fair as it may provide a good number of pedestrian traffic. There will be limited vehicle access to the event area; however, patrons will be able to pick up and drop off event materials on Third Avenue, just outside the event. The sponsors have requested to place signs in the downtown and southeast sections of the City, to direct the public to the event.

It is requested that vendor parking be permitted at the Edgerton Court (Evans Park) Public Parking lot. The suggested pick up or drop area for the Blueberry Festival would be on McDonald Street between 3rd and 5th Avenues.

The event sponsor plans to hire a private security firm for overnight security on April 17th. During the daytime/operational hours of the event, police officers will work security, traffic control and crowd control.

I respectfully submit for your consideration and approval the Inaugural Mount Dora Blueberry Festival event application.

cc: Stephanie Haimes, Library Director  
Skip Kerkhof, Fire Chief  
John O’Grady, Police Chief  
John Peters, Utilities & Public Works Director  
Mike Sheppard, Finance Director
2015 Inaugural Blueberry Festival

Type of Event: Inaugural Blueberry Festival

Location of Event: Alexander Street; from 3rd to 5th Avenues. Sunset Park and Pedestrian Mall.

Duration of Event: Saturday, April 18th. Set up for this event will start on Friday, April 17th, at 5:30pm.

Special Hazards: Additional vehicle and pedestrian traffic.

Barricaded Streets: Alexander Street at Third Avenue. Alexander Street at Fifth Avenue. Donnelly Street at Fourth Avenue. (barricaded from construction) McDonald Street at Fourth Avenue.

Temporary Street Closing: Use of the public parking lot at the Yacht Club from 2 to 4pm on Saturday, April 18th.

Designated One-Way Streets: None.

Staffed Traffic Control Points: Alexander Street at Third and Fifth Avenues. McDonald Street at Fourth Avenue.

Estimated Vehicle Traffic: Well above normal.

Special Parking Areas: Designated handicapped parking at the Public Parking lot on Alexander. Vendor Parking at Public Parking lot on Edgerton Court (Evans Park). Overflow vendors may park at the Baker/Tremain Public Parking Lot.

Estimated Spectator Population: 10,000, for the one day event.

Estimated Participants: 100 Exhibitors.

Anticipated Crime Problems: No specific problems anticipated.
Special Event Plan

Personnel Requirements: 2 Police Officers, 1 Event Supervisor, and One Event Staff Person.

Personnel Assignments: 2 Police Officers, 1 Event Supervisor and 1 Event Staff person will work this event during the daytime hours:
1 Officer will be posted at Alexander Street & 3rd Avenue;
1 Officer will be posted at Alexander Street & 5th Avenue
1 Civilian Staff Person to work a relief/supplemental position.
(A private security company will be hired by the sponsors for night security.)

Communication Requirement: Officers will utilize MDPD Channel 2.

Coordination with City Departments:

Utilities/Electric: Event Sponsor will be responsible to coordinate electrical for vendors.

Parks & Recreation: Water hook-ups (faucets) in the Sunset Park areas to be turned on Friday, by 12:00p.m. Sprinklers to be turned off at Sunset Park from Friday morning until Monday morning.)

Appropriate hook ups in Sunset Park for a PA system and vendors.

Restrooms in Sunset Park to be unlocked, stocked and maintained. Trash pick up and removal in event area.
Extra trashcans in event area (deliver them Friday by noon and pick up on Monday.)

Public Works: Barricades
Four (4) barricades at Alexander St. & Third Ave, & 1 detour sign.
Four (4) barricades at Alexander St. & Fifth Ave, & 1 detour sign.
Four (4) barricades at McDonald St. & Fourth Ave.

No parking signs: (both sides)
Alexander Street, between Third and Fifth Avenues.
Edgerton Court Public Parking lot reserved for vendors
Signed for “NO PARKING”, AFTER 3 PM 04/17/2015.
Alexander Street/4th Ave. Parking lot
“No Parking” signs: AFTER 1 PM 04/17/15

Temporary “Handicapped Only” signs for entire row of the parking lot
MOUNT DORA PARKS & RECREATION DEPARTMENT

Special Event Plan

located on Alexander Street, northeast corner of 4th Ave.

“No Pets” signs at every entrance to the Fair, and on the barricade at:
Alexander St. & Fifth Ave.
Alexander St. & Third Ave.
McDonald St and Fourth Ave. entrance.

Notification to Outside Agencies: Notification of street closure to EMS and Lake County Sheriff.

Advising Event Sponsors of Personnel and Equipment Cost: Sponsor will be notified of Cost Estimates.

Furnishing Event Sponsors with Permits (Where Applicable): Special Event Application attached.
March 17, 2015

Mr. Joseph Steed
Festivals of Florida, Inc.
17804 County Road 455
Clermont, Florida 34715

Dear Mr. Steed:

Attached are the detailed costs for services to be provided by the City of Mount Dora for the Inaugural Mount Dora Blueberry Festival on April 18th. It is city policy to bill, in advance, for all approved Special Events. These advanced estimates are fixed fees that cover the cost of the event and are payable upon issuance of the permit.

Listed below is the cost for City services.

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Department</td>
<td>$3,711</td>
</tr>
<tr>
<td>Fire Department</td>
<td>$ 0</td>
</tr>
<tr>
<td>Parks &amp; Recreation</td>
<td>$ 393</td>
</tr>
<tr>
<td>Electric</td>
<td>$ 0</td>
</tr>
<tr>
<td>Public Works</td>
<td>$ 0</td>
</tr>
<tr>
<td>Code Compliance</td>
<td>$ 0</td>
</tr>
<tr>
<td>Application Fee</td>
<td>$ 75</td>
</tr>
<tr>
<td><strong>Total Fees</strong></td>
<td>$4,179</td>
</tr>
</tbody>
</table>

Please remit your check to the City of Mount Dora prior to the event. Thank you for your cooperation. We look forward to working with you to provide a quality event for our residents and visitors.

Sincerely,

Michael Quinn
City Manager

cc: Roy Hughes, Parks & Recreation Director
**Special Event Departmental Costs**

Event: **Mount Dora Blueberry Festival**  
SE #: **1501**

**Event Location/Time:** Alexander Street; between 3rd & 5th Avenues. Sunset Park/Pedestrian

Department: **POLICE**  
Submitted by/Contact info: **D Scott 536-7251**

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Personnel #</th>
<th>Description of services and other details</th>
<th>Special Event #</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/17/2015</td>
<td>1600-2100</td>
<td>55</td>
<td>3 Officers, 1 Code Enf. Officer &amp; 1 Motor Officer for setup, traffic control and public safety.</td>
<td></td>
<td>$735.00</td>
</tr>
<tr>
<td>4/17/2015</td>
<td>1600-2100</td>
<td>58</td>
<td>1 Event Supervisor</td>
<td></td>
<td>$168.00</td>
</tr>
<tr>
<td>4/18/2015</td>
<td>0600-2000</td>
<td>55</td>
<td>2 Officers &amp; 1 Motor officer, traffic and public safety.</td>
<td></td>
<td>$1,234.80</td>
</tr>
<tr>
<td>4/18/2015</td>
<td>0730-2000</td>
<td>55</td>
<td>2 Officers &amp; 1 Code Enf. Officer, Traffic control and public safety.</td>
<td></td>
<td>$1,102.50</td>
</tr>
<tr>
<td>04/18/2015</td>
<td>0600-2000</td>
<td>58</td>
<td>1 Event Supervisor</td>
<td></td>
<td>$470.40</td>
</tr>
</tbody>
</table>

**Comments/Notes regarding services from previous year’s event:**

**TOTAL $3,710.70**

---

**Hourly Rates for Special Events Personnel are as follows:**

<table>
<thead>
<tr>
<th>Personnel Type</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>55 - Special Event/Police Officer</td>
<td>$29.40/hour</td>
</tr>
<tr>
<td>58 – Special Event/Police Supervisor</td>
<td>$33.60/hour</td>
</tr>
<tr>
<td>71 - Special Event/Firefighter</td>
<td>$29.40/hour</td>
</tr>
<tr>
<td>72 - Special Event/Firefighter Supervisor</td>
<td>$33.60/hour</td>
</tr>
<tr>
<td>73 - Special Event/Civilian – Parks Maintenance, Custodians, Barrier Staff, Traffic Control Staff</td>
<td>$17.85/hour</td>
</tr>
<tr>
<td>75 - Special Event/Technical-Paramedics, Electric Utility, Code Enforcement, Environmental Code Compliance, Special Event/Accreditation Coordinator, Traffic Control Compliance</td>
<td>$29.40</td>
</tr>
<tr>
<td>76 - Special Event/Civilian Supervisor – Parks Maintenance and/or Recreation Supervisor</td>
<td>$25.20/hour</td>
</tr>
<tr>
<td>77 – Audio/Visual/Technical Personnel</td>
<td>$21.00/hour</td>
</tr>
</tbody>
</table>
Chris – we will not need to staff this event.

Lynn Zido

Administrative Coordinator
Mount Dora Fire Department
1300 N. Donnelly Street
Mount Dora, FL 32757

352.735.7140

From: Carson, Christopher
Sent: Monday, March 02, 2015 6:17 PM
To: Scott; Dave; Griner; Timmons; Vedder; Ley; Zido, Lynn; Peters, John; Huett, William (Dennis); Hughes, Roy; Thomas, Reggie; Hayes, Sheila; Wyss, Lin; Revell, Charles
Subject: Mount Dora Blueberry Festival

Hello Everyone,

Attached is the information for the Inaugural Mount Dora Blueberry Festival. Please take in account that the construction will be taking place on 4th Avenue between Baker and Alexander Streets, therefore there would be no need for a proper road closure to Alexander Street and 4th Avenue. There will also be a wine and beer garden located in the Sunset Park/Pedestrian Mall area. The coordination of vendors and set up for this event will be Janet Gamache and Brian Young. Please review attached documents and submit departmental costs by Friday, March 6th.

Thank you,

Christopher Carson, CPRP
City of Mount Dora
Cultural & Special Events Coordinator
(352) 455-3171

"Recognized by Smithsonian Magazine as one of the Best Small Towns to Visit, 2014"
### Special Event Departmental Costs

**Event:** Mount Dora Blueberry Festival  
**SE #:** 1501

**Event Location/Time:** Alexander Street - Sunset Park/Pedestrian Mall – 6 to 8pm

**Department:** Parks & Rec.  
**Submitted by/Contact info:** Chris Carson

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Personnel #</th>
<th>Description of services and other details</th>
<th>Special Event #</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/18/15</td>
<td>8:30am-7:30pm</td>
<td>73</td>
<td>(2) Staff Members - Event Maintenance</td>
<td>1501</td>
<td>$392.70</td>
</tr>
</tbody>
</table>

**Comments/Notes regarding services from previous year's event:**

---

**Hourly Rates for Special Events Personnel are as follows:**

- 55 - Special Event/Police Officer: $29.40/hour
- 58 - Special Event/Police Supervisor: $33.60/hour
- 71 - Special Event/Firefighter: $29.40/hour
- 72 - Special Event/Firefighter Supervisor: $33.60/hour
- 73 - Special Event/Civilian – Parks Maintenance, Custodians, Barrier Staff, Traffic Control Staff: $17.85/hour
- 75 - Special Event/Technical-Paramedics, Electric Utility, Code Enforcement, Environmental Code Compliance, Special Event/Accreditation Coordinator, Traffic Control Compliance - $29.40
- 76 - Special Event/Civilian Supervisor – Parks Maintenance and/or Recreation Supervisor: $25.20/hour
- 77 - Audio/Visual/Technical Personnel - $21.00/hour

*After completion, please submit this form to Christopher Carson, Cultural and Special Events Coordinator no later than March 6, 2015.*

*For submitting information and/or questions, please contact me at (352) 455-3171 or carsonc@cityofmountdora.com.*
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: **MT. DORA BLUEBERRY FESTIVAL**

Facility / Location Requested: **Mr. Dora; Sunset Park, Alexander, Donnelly**

Event Date: **April 18, 2015**
Set-Up Date: **April 17, 2015**
Break-Down Date: **April 18, 2015**
Event Hours: From **9 AM** To **5 AM**
Set-Up Hours: From **6 AM** To **7 AM**
Break-Down Hours: From **7 AM** To **11 AM**

Estimated Number of Participants: **120**
Spectators: **20K**
Vehicles: **130**
Vessels (for boating events only): 

Sponsoring Organization’s Name: **Festivals of Florida, Inc.**

Address: **17804 County Road 455, Clermont, FL 34711**

Type of Organization: ☐ Profit ☐ Not For Profit ☐ Individual

Tax Exempt ☐

Primary Contact Name: **Joseph Steed**
Phone: **407 913 4140**
Email: **brzyoires@ad.com**

Secondary Contact Name: **Sandy Farnsworth**
Phone: **352 677 7878**
Email: **sandy_farnsworth@yahoo.com**

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: **[Signature]**

Date: **1-7-15**

City Council Agenda packet - March 17, 2015

Page 27 of 113
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
□ Exhibit/Festival
□ Reception
□ Wedding
□ Other ______________________
(Explain)

□ Charity Walk/ Run ____________
□ Tournament or Competition
□ Fishing
□ Sailing / Boating
□ Other ______________________
(Explain)

□ Picnic/Party
□ Other ______________________
(Explain)

□ Alcohol sales
□ Food/beverage/catering
□ Concession stands
□ Merchandise sales
□ Fireworks/pyrotechnic company
□ Inflatable Devices
□ Banners / Signage: __________

C. At your event, you will offer:

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

E. Do you need the City to provide or make available, at an additional fee, any of the following:
□ Potable water
□ Connection(s) for electric power
□ Audio Equipment
□ Trash Cans / Barrels _________
□ Special Event Garbage Boxes_______
□ Security
□ Streets/Avenues/Parks_______
□ Dumpsters _________
□ Other ______________________
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.

A festival promoting the growing blueberry industry in Central Florida and Florida. Expect 125 vendors and 20,000 visitors this first year. Blueberry products to include wine, pies, muffins, drinks, craft vendors, music, ball game, craft beer tasting, food vendors, blueberry pancake breakfast.

[Diagram of event site with closures and activities marked: Donnelly St., Alexander St., Sunset Park, 4th, wine tasting, beer tasting, etc.]
IF APPLYING AS A NON-PROFIT ORGANIZATION:

What is your financial plan for covering all event costs? Sponsorship dollars.

How does your event benefit the general welfare of the City? Economic development.

To what extent is the media or publicity campaign planned for this event? Radio, billboard, advertising.

If you are requesting City Sponsorship or Financial Support, please explain? Not planned.

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 Lessee, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Lessee's operations, whether performed by Lessee 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.

Signature of Applicant  

Date  

1.7.15
Still accurate, yes.

-----Original Message-----
From: Carson, Christopher <CarsonC@ci.mount-dora.fl.us>
To: Joseph Steed (brzyacres@aol.com) (brzyacres@aol.com) <brzyacres@aol.com>
Sent: Mon, Mar 2, 2015 1:09 pm
Subject: expected attendees for Blueberry Festival

Hello Joe,

Per our prior conversation regarding expected attendance for the Blueberry Festival. Is the number 10,000 still accurate?

Thank you,
Christopher Carson, CPRP
City of Mount Dora
Cultural & Special Events Coordinator
(352) 455-3171

"Recognized by Smithsonian Magazine as one of the Best Small Towns to Visit, 2014"
**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Merrill Insurance Florida
1209 N. Donnelly Street
Mount Dora, FL 32757

**CONTACT NAME**
Zee Garcia
PHONE (352) 383-4147
EMAIL zee@merrillinsurance.com

**INSCRIBER/INSURED**
Pisces Rising, Inc.
239 W Fourth Ave
Mount Dora, FL 32757

**INSURER A: **White Pine Insurance-NIU
**INSURER B:**
**INSURER C:**
**INSURER D:**
**INSURER E:**
**INSURER F:**

**COVERAGES**

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

**CERTIFICATE HOLDER**
City of Mount Dora
1250 N Highland Street
Mount Dora, FL 32757

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (09/14) The ACORD name and logo are registered marks of ACORD
Florida Farm Winery

Has met all requirements for certification as a

Island Grove Winery, LLC
Having been duly advertised as required by law, Mayor Cathy Hoechst called the February 23, 2015 City Council Fire Assessment Fee Workshop Meeting to order at 6:00 p.m.

PRESENT: Mayor Cathy Hoechst, Vice-Mayor Ryan Donovan, Council Members Cal Rolfson, Michael Tedder, Denny Wood, Marie Rich, Ed Rowlett, City Manager Michael Quinn, and Deputy City Clerk Misty Elder

ALSO PRESENT: Finance Director Mike Sheppard, Fire Chief Stephen Kerkhof, and Planning & Development Director Mark Reggentin

AGENDA ITEMS

1. Discussion of Fire Assessment Alternatives

Finance Director Mike Sheppard distributed a memo, exhibits, and the report from GSG to provide more information about the fire assessment fee and possible alternatives. He explained this process started as a result of a Resolution of Intent from December 2014. Mr. Sheppard referenced an illustration in the memo depicting the allocation of Ad Valorem based on expenditures to explain why the City needs more revenue than what is generated by property taxes alone in order to provide all city services.

Mr. Sheppard said in order for this fee to move forward, the City would have to perform the following: adopt an initial assessment, set the public hearings, mail First Class notices to all property owners, publish notice of the meetings, adopt a resolution prior to September 15th, certify to Tax Collectors by September 15th, have Tax Bills mailed by November 1st, and have a signed Agreement.

Mr. Sheppard clarified that although the GSG report indicates $261 per residential unit as the maximum amount that could be charged, staff is recommending $50 per residential unit. This fee would be implemented to exclusively cover funding of capital needs and the repairs and maintenance costs that are associated with those needs. He went on to explain fees for Commercial, Industrial, and Institutional buildings would be based on a per square foot basis of the building up to 52,000 square feet, however if an entity is exempt from taxes, they will be exempt from this fee also.

Mr. Sheppard went over other Lake County entities that have instituted or are looking to implement a Fire Assessment Fee. He also noted that all of the cities referenced have their own Fire Department and are not subsisting any services from the County.
Should the City decide not to pursue a Fire Assessment Fee, Mr. Sheppard would recommend a new millage rate of 6.4737 which would be comparable to a $50 assessment. He said the main difference between these 2 options is that the Fire Assessment Fee is a flat fee of $50 where all homeowners are taxed equally, whereas the millage rate increase will be determined by property value.

Mr. Sheppard said the estimated capital and repairs cost for the next 5 years also supports a fee of $50 especially with the expected growth of Mount Dora.

Mr. Quinn reiterated that this fire assessment fee is another revenue source dedicated towards capital maintenance costs of fire services only. He agreed this additional revenue could also be accomplished by raising the millage rate, but said the problem with that approach is the competing interests of all other governmental services that arise during the budget evaluation. Mr. Quinn also reminded Council that the deferment of these capital maintenance costs could essentially run a risk in public safety and keeping equipment up to code.

Sandi Melgarejo with GSG said other cities typically leave the fee amount at status quo after implementing, but ultimately it’s Council’s decision annually. Additionally, she said whether or not churches and nonprofits are exempt is up to Council also. Ms. Melgarejo clarified that industrial buildings don’t place as much of a demand on the Fire Department, therefore their fee is lower.

Fire Chief Stephen Kerkhof said this fee is an opportunity for the City to be proactive in the growing needs of Mount Dora and the Fire Department. He explained the fee was necessary because the Fire Department must use the general fund for other expenses such as equipment upgrades and increases in personnel.

Madeline Gain, Lakes of Mount Dora, expressed her concerns with the Mount Dora Fire Station servicing Lakes of Mount Dora area. She feels Fire Station 27 EMS would have a better ability to respond to calls in a timely manner.

Cecil Thomas, 8197 Bridgeport Bay Circle, said he would prefer that the much needed fire funds come out of Ad Valorem taxes because those are tax deductible.

Jim Gunderson, Lakeside Inn, expressed his frustrations with this fee being accompanied with the increased county tax. He said this fee will be substantial for him because of the large square footage his commercial building encompasses.

Mr. Wood feels this is a regressive tax and that commercial property owners should pay at least as much as residents. He would like to hear additional public input and suggested that notices be put in utility bills and on the front page of website in hopes of getting more public appearances.

Mr. Rowlett commented that the City needs to reduce spending and be more responsible for it.

Mr. Rolfson is in favor of the Fire Assessment fee for several reasons: discretionary sales tax will be ending soon, citizens expect and are willing to pay for government services pertaining to
safety and health issues, no home owner would want antiquated fire equipment servicing their home, a business entity should fund for it depreciation, a “wait and see” alternative is potentially dangerous especially with emergency issues, fees fund the majority of government, planning must be done for the Wolfbranch Innovation District, and this approach is not new to cities in Lake County so it is not unreasonable.

Mr. Tedder likes that the funds can be allocated whereas Ad Valorem taxes cannot, and therefore thinks this flat rate may be a better way to go. He also said he would like to see notices go out to the residents as soon as possible. Mr. Tedder suggested that City staff add a button to the front page of website for citizens to obtain information on this fee and that the lighted signs used to display information along the street sides to increase public awareness.

Mayor Hoechst said she was disappointed that the public attendance was minimal.

Mr. Donovan thinks sending out notifications earlier may be more beneficial. Although he would like to move forward with this process, he would also like to hear more from the public.

Ms. Sandi Melgarejo suggested that GSG could help set up a customer services phone line to educate and help residents understand how the rates were derived and answer any questions.

Ms. Rich would also like to hear more public opinion, but would like to move forward with the process.

Mr. Quinn said staff could take the lead on setting up workshops or meetings to educate and address any issues with the public.

Mr. Donovan made a motion to move forward with this process and to include staff on helping to educate residents with the published time table or preferably, an accelerated time table. Mr. Rolfson seconded the motion. The motion was approved unanimously.

**ADJOURNMENT**

There being no further business for discussion, the meeting was adjourned at 7:37 pm.

______________________________
Catherine T. Hoechst, Mayor

Misty Elder, Deputy City Clerk
CITY OF MOUNT DORA, FLORIDA
MAYOR AND CITY COUNCIL
MINUTES

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 Gordon Robinson gave the invocation and led the Pledge of Allegiance to the Flag.

PRESENT: Mayor Cathy Hoechst; Vice-Mayor Ryan Donovan; Council Members Ed Rowlett, Cal Rolfson, Michael Tedder, Denny Wood and Marie Rich; City Attorney Cliff Shepard; City Manager Michael Quinn and City Clerk Gwen Keough-Johns

OTHERS PRESENT: Finance Director Mike Sheppard, Park & Recreation Director Roy Hughes, Public Works Director John Peters, Police Chief John O’Grady, Deputy Fire Chief Tim Griner, Special Events Coordinator Chris Carson, Deputy City Clerk Misty Elder and Public Communications Officer Kelda Senior

PUBLIC APPEARANCES

Mr. Mason Allen said over the last couple of years he has represented a few citizens who expressed concern about the noise produced by sea planes. Mr. Allen felt compelled to comment with some observations about the procedure for making a complaint as he found the process frustrating.

Mr. Leo Schumaker, 601 McDonald, expressed dissatisfaction with the sea plan noise.

Mayor Hoechst adjourned as City Council at approximately 6:18 p.m. for approval of February 17, 2015 CRA Board meeting minutes.

ADJUSTMENTS TO THE AGENDA

Mayor Hoechst announced adjustments to the agenda and asked City Council to schedule a special meeting for Mr. Bob Slavin, Professional Recruiter, to visit with information about potential City Manager candidates. The City Council set the special meeting for 6:00 p.m. on Thursday, March 19, 2015 in the City Hall Board Room.
CONSENT AGENDA

1. Approval of “Monty Boyd Challenge” 5K Fun Run

2. Approval of “Resurrection Run” 5K

3. Approval of Special Event: 2015 Taste in Mount Dora

4. Approval of Dates for Downtown Street Parties - Promotional Events

5. Approval of City Council Minutes dated February 17, 2015

Mr. Donovan moved to approve all consent agenda items. Mr. Rolfson seconded the motion. The motion was approved by a unanimous vote.

PUBLIC HEARINGS

ORDINANCES

1. First Reading of Ordinance 2015-06

Mr. Cliff Shepard read Ordinance 2015-06 by title only.

ORDINANCE 2015-06

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, ESTABLISHING A MORATORIUM ON THE COLLECTION OF WATER, SEWER, POLICE AND FIRE IMPACT FEES ON NON-RESIDENTIAL PROJECTS IN THE DOWNTOWN AND NORTHEAST COMMUNITY REDEVELOPMENT AREA (CRA) DISTRICTS FOR A TERM OF APPROXIMATELY FIVE MONTHS ENDING OCTOBER 1, 2015; ESTABLISHING A MORATORIUM ON SITE PLAN REVIEW FEES IN THE DOWNTOWN AND NORTHEAST CRA FOR A TERM OF APPROXIMATELY FIVE MONTHS ENDING OCTOBER 1, 2015; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Mark Reggentin, Planning and Development Director, gave an overview of the existing temporary moratorium. The moratorium was originally intended to help reduce impact of the recession and to encourage development in downtown. It is recommended that City Council take action to end the moratorium upon completion of the downtown streetscape, October 1, 2015 which is also the end of a fiscal year.
Mr. Rolfson moved to approve the first reading of Ordinance 2015-06. Mr. Donovan seconded the motion. The motion was approved by roll call vote.

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<tr>
<th>Mr. Donovan</th>
<th>Yes</th>
<th>Mr. Wood</th>
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<td>Mr. Rolfson</td>
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<td>Ms. Rich</td>
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<td>Mayor Hoechst</td>
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<td>Mr. Tedder</td>
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2. Final Reading and Adoption of Ordinance 2015-05

Mr. Cliff Shepard read Ordinance 2015-05 by title only.

ORDINANCE 2015-05

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA AMENDING CHAPTER 86, ADDING SECTION 86.100, CROSS CONNECTION CONTROL PROGRAM; SETTING FORTH DEFINITION AND INSTALLATION REQUIREMENTS; REQUIRING INSPECTIONS AND/OR TESTING, AND NECESSARY REPAIR OR REPLACEMENT OF BACKFLOW PREVENTORS, PROVIDING FOR ENFORCEMENT AND ESTABLISHING PENALTIES FOR VIOLATIONS; PROVIDING AUTHORITY TO BILL CUSTOMERS; REPEALING ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE SEVERABILITY OF THE PARTS HEREOF; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. John Peters, Public Works Director reported no changes to this ordinance since first reading.

Mr. Donovan moved to approve the final reading of Ordinance 2015-05. Mr. Wood seconded the motion. The motion was approved by roll call vote.

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<th>Mr. Rolfson</th>
<th>Yes</th>
<th>Mr. Rowlett</th>
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<td>Ms. Rich</td>
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<td>Mr. Wood</td>
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RESOLUTIONS

1. Approval of Resolution 2015-07, Ad Hoc Committee to Review Parking

Mr. Cliff Shepard read Resolution 2015-07 by title only.

RESOLUTION 2015-07

A RESOLUTION OF THE CITY OF MOUNT DORA, LAKE COUNTY, FLORIDA, ESTABLISHING AN AD HOC DOWNTOWN PARKING COMMITTEE WITH CERTAIN DUTIES AND RESPONSIBILITIES; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hoechst reported having been questioned about the duties of the CRA Advisory Committee since citizens’ perception is that downtown parking would fall under review of that existing committee.

Mr. Wood prefers a separate committee to review downtown parking.

Mr. Donovan was under the impression there would be discussion about this committee. He has spoken to event directors and constituents and believes the CRA Advisory Committee is competent to take on this task.

Mr. Rowlett would like to see citizen involvement even if the CRA Advisory Committee is to be involved.

Mr. Donovan would like to see citizens encouraged to attend and participate in a CRA Advisory Committee discussion about downtown parking.

Mr. Rolfson moved that action taken at the prior meeting to create an ad hoc committee be reconsidered. Ms. Rich seconded the motion.

Ms. Rich believes parking in downtown should be the job of CRA Advisory Committee with citizen involvement.

Mayor Hoechst asked Mr. Rolfson to restate his motion. Mr. Rolfson restated the motion which was approved by a vote of 5 to 2, Mr. Rowlett and Mr. Wood dissented.

Mr. Donovan moved to direct staff to work with the CRA Advisory Committee in participation with the public for downtown parking. Ms. Rich seconded the motion. The motion was approved unanimously.

The City Council members will get names of interested citizens to the City Clerk.
COUNCIL CONSIDERATION/DISCUSSION OF DEPARTMENTAL TOPICS
CITY MANAGER INFORMATION/REPORTS

1. Roseborough Property Sale

Mr. Quinn said by statute there is a process to be followed if the City Council wishes to dispose of public property within the CRA area. He explained the history of the Roseborough property and the Montessori School. A purchase price has been provided by the owner of the Montessori School along with some provisions that would protect both their interests and the interest of the City. The City would hold the mortgage on the property. He pointed out that the Montessori school is the only ones who provided a proposal. He finds the asking price a little low and he has prepared a scenario closer to $750,000 along with logic he has included in memorandum to City Council. He said the City Council has the freedom to sell the property for any amount. Mr. Quinn also said the Montessori School is an asset to the City and the City has no operational purpose for that building.

Merry Hadden, Montessori School Owner, and Gerry Guenther, Montessori Board Member were in attendance to answer questions.

Discussion ensued and while the City Council members realize the price being offered for the property by the Montessori School representatives is fairly low at $250,000 compared to the market value of the property, the City Council members are also in agreement that the Montessori School is an asset of great value to the City. Ms. Hadden has invested a significant amount of money into the building at this time for various repairs. Her goal for the school is to continue making improvements to the property and her intent is for the property to be used as a school for many years. During discussion it was decided there should be some safeguards in the contract for sale that would protect the City. One request of City Council was for the property to remain a school for twenty years. Ms. Hadden agreed to that provision.

Mr. Donovan pointed out the City currently has no use for the Roseborough property. He thinks the City needs to do whatever needs to be done to make sure it works out for the Montessori School. He is in agreement with including terms.

Mr. Gerry Guenther, 2055 overlook Drive, is a real estate investor and a developer. He also sits on the Montessori School Board. He said the Montessori School is an anchor in Mount Dora. It is a non-faith based, open and diverse education option.

Ms. Hadden, 415 East 3rd Avenue, stated Mr. Gerry Guenther is Vice-President of the Montessori School Board and is an unpaid volunteer, not an investor.

Mr. Rob English spoke in support of the Montessori School.

Mr. Joe Gillespie, 2022 Sunset Road, spoke regarding the pending sale of public property for a Montessori School.
Michell Middleton, Main Street Leasing, said with her experience working full time to bring new businesses to town, Montessori is a huge asset and one of the attractions to Mount Dora.

_Mr. Donovan moved to accept the proposal as provided with any adjustments possible including a provision to keep the property a school for twenty years._ Ms. Rich seconded the motion.

Mr. Shepard advised that proposed price is consistent with cost of living but not market value.

_Mr. Donovan asked that “the proposed price is consistent with cost of living but not market value” be included in his motion._

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<th>Ms. Rich</th>
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<td>Mr. Donovan</td>
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Mr. Quinn will prepare a contract for sale and bring it back to City Council at the next meeting.

Mr. Rolfson asked for documentation to include money that has already been spent and monetary values that will be associated with the future rehabilitation of the property.

**FINANCE**

1. **Comprehensive Annual Financial Report (CAFR) 2013-14**

Mr. Michael Sheppard, Finance Director, said the audit went well and staff is asking City Council to approve the CAFR.

The City Council accepted the Comprehensive Annual Financial Report and complemented staff on a job well done.

**PLANNING AND DEVELOPMENT**

1. **Mount Dora/Lake County Joint Planning Area First Amendment – Adopt Revised Joint Planning Agreement Boundary Map**

Mr. Reggentin said this issue was discussed in August 2014. Over the past two years he and Mr. Quinn have been working with Lake County and the City of Tavares on ISBA issues.

_Mr. Donovan moved to approve the recommended Mount Dora/Lake County Joint Planning Area First Amendment to the Joint Planning Agreement boundary map._ Mr. Tedder seconded the motion. The motion was approved unanimously.
PUBLIC WORKS


Mr. John Peters, Public Works Director, explained the documents included in the Final Engineering Design contract. Staff recommends approval of the contract with Kimley Horn.

Mayor Hoechst asked how much money the City has paid at this point in time.

Mr. Quinn went back several years and explained the City was spending roughly $600,000 per year to remove sludge. Also were aware of regulations being developed at state and federal levels that would be more restrictive in the future with regard to landfilling the sludge. It is becoming harder to find outlets for farmers to dispose sludge. Through the effort of Gary Hammond, when he was the public works director, we were able to cut costs with the installation of boxes and watering sludge. That is about as far as the technology goes.

Mr. Wood would like to see everything together instead of information in segments. Mr. Peters said short of putting out an RFQ for the entire project, it would be impossible to bring everything together at one time.

Mr. Wood asked roughly what the entire project will cost and Mr. Peters said right at $1.5m with financing cost.

Mr. Rolfson said the more he listens to the recommendation of Mr. Quinn and Mr. Peters, he is becoming more convinced it is something the City should continue to pursue.

Mr. Rolfson moved to accept the staff recommendation. Ms. Rich seconded the motion.

Gary Hammond, EcoSciences, Inc., asked about infringements on his patents.

Mr. Cliff Shepard addressed Mr. Hammond’s concern by reading from the legal opinion obtained by the City relative to Mr. Hammond’s patents.

Mr. Rolfson had also read the opinion and believes it is an opinion upon which the City can rely without being fearful.

The motion was approved by a vote of 4 to 3. Mr. Tedder, Rowlett and Wood dissented.

BOARD APPOINTMENTS

1. Library Advisory Board
Mr. John Stewart nominated to the Library Advisory Board by Mr. Tedder.

*Mr. Wood moved approval. Mr. Donovan seconded. The motion was approved unanimously.*

2. **Public Arts Commission**

Shyer McGuire was nominated to Public Arts Commission by Mr. Donovan.

*Ms. Rich moved approval. Mr. Wood seconded. The motion was approved unanimously.*

**COMMITTEE REPORTS**

Mr. Wood gave an update of happenings at the Wekiva River Basin Meetings. Currently the most popular topics are bear management and septic tanks.

Mr. Donovan mentioned the memorial service held for Susan Goldfuss, Lake-Sumer MPO, who recently passed away. He said Susan will be missed.

**OTHER BUSINESS**

Mayor Hoechst distributed copies of the State of the City to every City Council member.

Mayor Hoechst announced the upcoming Citizens Police Academy beginning March 18, 2015. There is still time to sign up, contact Officer Jessica Howell, Mount Dora PD at (352) 735-7196 or (352) 434-2135.

**ADJOURNMENT**

The meeting was adjourned at approximately 8:30 p.m.

______________________________

Catherine T. Hoechst, Mayor

______________________________

Gwen Keough-Johns, MMC
City Clerk
DATE: March 17, 2015

TO: Mayor and City Council

FROM: Mark Reggentin, AICP, Planning and Development Director

VIA: Michael Quinn, City Manager

RE: Second Reading and Adoption Ordinance No. 2015-06 Pertaining to Impact and Development Review Fee Waivers in the CRA Districts.

Recommendation:

Staff recommends approval of the attached Ordinance No. 2015-06 waiving impact and development review fees for projects that meet the following criteria:

1. Located within a CRA district;
2. Applies to new non-residential projects; and
3. Shall be valid until October 1, 2015.

City Council, at their regularly scheduled meeting on March 3, 2015, recommended approval of First Reading of Ordinance 2015-06 and hold hearing for Second Reading and Final Adoption on March 17, 2015.

References/Support:

Ordinance 2015-06

Background/Information:

As approved in previous years, City Council has allowed for the option of waiving fees within the Community Redevelopment Agency (CRA) districts. The intent of the Council was to provide an incentive to encourage non-residential investment in the core commercial areas. Impact fees are fees paid when new development causes an impact on the city’s infrastructure or services such as water, sewer, police, fire, library, parks, etc. The legal basis for impact fees is based in the fact existing residents and businesses should not pay for the additional infrastructure or capital cost of services required by new businesses and residents.

Due to the level of importance given to the Downtown and Highland Street districts through the Visioning process, the fact that infrastructure currently exists in these areas to serve commercial development, and the depressed business environment caused by the recession, the Council determined that providing incentives to aid the establishment of businesses in these areas was
important to serve business development, expansion, location and relocation into the CRA districts. These incentives are in addition to the façade grants and permit reimbursement programs provided by the CRA’s.

Based upon City Council direction, the attached ordinance was approved to waive the following fees for one (1) year. The primary reason for the waiver was to stimulate growth during a recessionary period and encourage development and redevelopment in the CRA’s during downtown construction. This was especially important within the downtown CRA due to the extensive construction taking place over the last three years. As the economy is improving and the downtown improvements are coming to an end until funds are available to complete the final phases, staff is recommending continuing the moratorium until the end of Phase 3 construction.

Impact fees that are eligible for waiver are as follows:

1. Water - $2,467.49 per Equivalent Residential Unit (based upon plumbing fixture unit counts)
2. Sewer - $3,714.95 per Equivalent Residential Unit (based upon plumbing fixture unit counts)
3. Police - Commercial $1,025.39 per 1000 square feet; Office $71.12 per 1000 square feet
4. Fire - Commercial $373.84 per 1000 square feet; Office $347.12 per 1000 square feet

Development fees applicable to the CRA’s would include the following:

1. Site Plan Review - $2000.00
2. Minor Site Plan - $1000.00

Activity summary of businesses that took advantage of this program by year are listed below:

| FY 11/2012 | 3 Businesses | Impact Fee Totaling $23,652.00 |
| FY 12/2013 | 3 Businesses | Impact Fee Totaling $9,555.00 |
| FY 12/2013 | 1 Business  | Minor Site Plan Totaling $1,000.00 |
| FY 13/2014 | 2 Businesses | Impact Fee Totaling $7,577.62 |
| FY 13/2014 | 1 Business  | Minor Site Plan Totaling $1,000.00 |

**Attachments:**

Ordinance 2015-06
ORDINANCE NO. 2015-06

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, ESTABLISHING A MORATORIUM ON THE COLLECTION OF WATER, SEWER, POLICE AND FIRE IMPACT FEES ON NON-RESIDENTIAL PROJECTS IN THE DOWNTOWN AND NORTHEAST COMMUNITY REDEVELOPMENT AREA (CRA) DISTRICTS FOR A TERM OF APPROXIMATELY FIVE MONTHS ENDING OCTOBER 1, 2015; ESTABLISHING A MORATORIUM ON SITE PLAN REVIEW FEES IN THE DOWNTOWN AND NORTHEAST CRA FOR A TERM OF APPROXIMATELY FIVE MONTHS ENDING OCTOBER 1, 2015; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Mount Dora enacted Ordinance No. 952 imposing a schedule of sewer and water impact fees to facilitate the generation of funds necessary for future improvements and additions to the City’s water and sewage systems; and

WHEREAS, the City Council of the City of Mount Dora enacted Ordinance No. 971 imposing a schedule of fire and police impact fees to facilitate the generation of funds necessary for future improvements to the City’s fire rescue and police enforcement systems; and

WHEREAS, a downturn in the national, state and local economy has resulted in a dramatic decline of commercial construction projects in the City; and

WHEREAS, the decline of commercial construction projects has negatively impacted many strands of the local economy, leading to pronounced unemployment and impaired business opportunities; and

WHEREAS, the City Council has determined that helping create employment opportunities for its citizens is a high local priority; and

WHEREAS, the City Council finds that removal of certain, limited regulatory and economic impediments to new commercial development in limited sections of the City is an appropriate and viable method for stimulating the local economy; and

WHEREAS, the City Council has concluded that one of the most efficient and effective economic stimulus that the City can provide is to incentivize new commercial development projects by removing certain water, sewer, fire and police impact fees on non-residential development within the Downtown and Northeast CRA Districts, in order to enhance opportunities for financing and the economic feasibility of new non-residential projects therein; and
WHEREAS, the City Council has also determined that a temporary waiver of site plan review fees within the Downtown and Northeast CRA Districts may also increase opportunities for financing and the economic feasibility of new non-residential projects therein; and

WHEREAS, the City Council has determined that a temporary moratorium on the assessment and collection of certain impact and development fees within the Downtown and Northeast CRA is a reasonable, necessary and limited response to the immediate and severe need to stimulate and re-energize the economy in a non-discriminatory manner for a limited duration.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNT DORA AS FOLLOWS:

**SECTION 1.** Legislative Findings and Intent. The recitals set forth above are hereby adopted as legislative findings of the City Council of the City of Mount Dora.

**SECTION 2.** This Moratorium is necessary and made in good faith to address the City of Mount Dora’s economic troubles.

**SECTION 3.** Notwithstanding the current impact fees ordinances, in relation to all applications for building permits made after adoption of this Moratorium, there shall be a temporary cessation of the assessment and collection of water, sewer, police and fire impact fees for non-residential development in the Downtown and Northeast CRA Districts for a term of approximately 5 Months ending on October 1, 2015.

**SECTION 4.** Notwithstanding the current development fee resolution, in relation to all applications for building permits made after adoption of this Moratorium, there shall be a temporary cessation of the assessment and collection of all site plan review fees for non-residential development in the Downtown and Northeast CRA Districts for a term of approximately 5 Months ending on October 1, 2015.

**SECTION 5.** This Moratorium shall in no way be applied retroactively. All impact and development fees that have been assessed but have not been paid shall remain due prior to issuance of any building permit. Impact and development fees that have already been assessed but have not been fully collected because the applicant has been paying in installments shall remain due and all installment payment agreements with the City of Mount Dora shall remain valid, effective and enforceable. Notwithstanding this Moratorium, all impact fees that may become due and collectable in relation to applications for building permits that are outstanding as of the date of this Moratorium shall remain due and must be paid prior to issuance of a building permit as required by Ordinance.
Ordinance No. 2015-06

SECTION 6. Severability. If any provision of this Ordinance or application thereof to any person or circumstance be held invalid, the remainder of this Ordinance and the application of such provision to other persons or circumstances shall not be affected.

SECTION 7. Conflicts. In any case where a provision of this Ordinance is found to be in conflict with a provision of any other ordinance of this City, the provision which establishes the higher standards for the promotion and protection of the health and safety of the people shall prevail.

SECTION 8. Effective Date. This Ordinance shall become effective immediately upon adoption.

PASSED AND ORDAINED this 17th day of March, 2015, by the City Council of the City of Mount Dora, Florida.

Gwen Johns, City Clerk

Catherine T. Hoechst, Mayor

Date of First Reading: March 3, 2015
Date of Second Reading: March 17, 2015
Duly Advertised: March 6, 2015

Approved as to form:

Clifford B. Shepard, City Attorney
CITY OF MOUNT DORA: 2014/15 PROJECT WORK PLAN

This Project Work Plan is intended to give the City Council an update, throughout the year, for various work projects and programs that are considered new or special applications to our normal operations. These are project-oriented rather than service-oriented tasks, and they are not normally an on-going element of operations and service until completed. These work items were incorporated as part of the 2014/15 Budget preparation process; and they also include carry-over projects from last year’s Work Plan. These work items will also receive modification and prioritization from Council review to determine their adequacy and allow for any adjustments to the Project Work Plan. In some cases, the project will be completed such as a construction project. In other cases, the program will be established and eventually incorporated into our normal operations. The successful completion of these projects will depend upon the continued commitment to fund and support these efforts as they are coordinated and accomplished through City staff and resources.

It is important to emphasize that the City of Mount Dora has established a Vision Statement, Mission Statement and Core Values to guide our progress as a community that desires to provide excellent service to our citizens. These statements guide our Budget development and the direction of this Project Work Plan. With the Council’s review and support of this Project Work Plan, we hope to provide excellent public services; promote the physical and cultural connectivity of our neighborhoods; support a sustainable economy balanced with responsible stewardship of our natural resources; enhance the safety and livability of our community; preserve our unique downtown and waterfront location; and engage our citizens as partners in making Mount Dora “Someplace Special”.
## WORK PLAN 2014/15
### REPORT UPDATE: 3/17/15

<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th>PROJECT DESCRIPTION AND STATUS</th>
<th>PERCENTAGE COMPLETE</th>
<th>PROJECT BUDGET</th>
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<tr>
<td><strong>A – FINANCE AND ADMINISTRATION</strong></td>
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<tr>
<td>1. Finalize Labor Contracts</td>
<td>Re-open and negotiate each of the three Labor Agreements in their entirety for 2015-16. Negotiations are proceeding with IAFF. We have already had 3 bargaining sessions with the union and progress is being made. Current contracts are valid through September, 2015.</td>
<td>40%</td>
<td>Operations</td>
</tr>
<tr>
<td>2. Lake Wekiva Trail Phase 1</td>
<td>Support this trail corridor as part of the Wekiva Parkway and Regional Trail System with emphasis on securing right of way. Discussions are progressing with DOT to assume a larger role in the management of this regional trail as part of the transportation network. Acquisition of the necessary right-of-way is a critical element to secure for the near future before our FCRR agreement expires in 2017.</td>
<td>Multi-Agency Control</td>
<td>Operations</td>
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| 3. Community Video Promotion | Develop and Distribute remaining Community Videos on Economic Development, Downtown, Arts and Culture, Quality of Life, and Festivals and Events  
This project is now **COMPLETE**. Videos are linked on our website for the public to view.                                                                                                                                                                                                                      | 100%                | $6,000          |
| 4. Financial Software Upgrade, Phase 2 | Assist BS&A in the data conversion and transfer to the new software programs for remaining operations  
Staff training continues for the financial modules with this segment done by April. Payroll has just been converted as well as Utility Billing.                                                                                                                                                                                   | 90%                 | $347,995        |
| 5. Streetlight Cost Recovery | Analyze options for City-wide cost recovery and assessment for street lights  
GIS data from the electric providers of the City and SECO have been analyzed for pole inventory with identification for Duke Energy facilities being manually entered. The data is currently under review.                                                                                                         | 50%                 | $15,000         |
| 6. City Manager Selection | Provide support and information to consultant for marketing materials and recruitment functions  
The position applications have been released per public records request, and the consultant has City                                                                                                                                                                                                  | 70%                 | $22,770         |
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<tr>
<td>City Manager Selection Cont’d</td>
<td>reviewed the materials submitted to formulate a preliminary recommendation of top candidates. A special Council Meeting for such review with the consultant is advertised for March 19th.</td>
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<tr>
<td>7. Fire Assessment Fee</td>
<td>Determine feasibility of a special fire assessment for operational support. The Council has adopted the Resolution of Intent to preserve the ability to place this fee on the tax statement. Staff is proceeding with Ordinance preparation and mailing of notices for a public hearing in April.</td>
<td>80%</td>
<td>$49,500</td>
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</table>

**B - PLANNING & DEVELOPMENT OPERATIONAL SUPPORT**

<p>| 1. Wolf Branch Innovation District | Coordinate marketing and promotional efforts to stimulate interest in the district. This project was completed with the approval of the marketing program. This project will convert to | 100% | Operations |</p>
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<tr>
<td>Wolf Branch Innovation District Cont’d</td>
<td>operations as necessary to respond to customer interest as the infrastructure gets closer to design. COMPLETE</td>
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<tr>
<td>2. US 441 Alternatives Study</td>
<td>Coordinate with other agencies, the Corridor Alternatives Analysis for transportation options The analysis has been done with a local recommendation for a No Build Option COMPLETE.</td>
<td>Multi-Agency Control</td>
<td>Operations</td>
</tr>
<tr>
<td>3. ISBA Contract – Lake County</td>
<td>Negotiate final recommendations on City/County Service Impacts Council adopted Res. 2014-40 to begin the process of negotiating the ISBA. Notices have been sent to the surrounding agencies. Our preference is to limit negotiations to our boundary change and concentrate on JPA impacts.</td>
<td>25%</td>
<td>Operations</td>
</tr>
<tr>
<td>4. Economic Development Program</td>
<td>Develop strategy and recommendations to enhance services in Economic Development Staff is reviewing data and experience from other agencies to gauge the success of various economic</td>
<td>30%</td>
<td>Operations</td>
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<tr>
<td>Economic Development Program Cont’d</td>
<td>development approaches. Promotional incentives have been adopted for the Downtown and impact fee waivers in the CRA’s have been extended to September 30th.</td>
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<tr>
<td>5. Epic Theater Project</td>
<td>Coordinate the planning, permitting and development issues related to this project for successful construction. Comp Plan and Land Use amendments have been adopted by the City Council to allow the development of this project to move forward. We will await plans from the developer for project completion estimated in 2016.</td>
<td>60%</td>
<td>Operations</td>
</tr>
<tr>
<td>6. E/W Connector from Round Lake Road to CR435</td>
<td>Coordinate transportation study with other agencies. This project concept entails several alternative road connections that pass through the area served by our Innovation District. Discussions to support project design are being formulated.</td>
<td>25%</td>
<td>Operations</td>
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<td><strong>CAPITAL SUPPORT</strong></td>
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<tr>
<td>7. Downtown Streetscape Design – Phase 3</td>
<td>Complete the design and construction for phase 3 downtown improvements Design is complete and construction is scheduled for April 6. The Council did authorize additional street trees to be added to the project.</td>
<td>40%</td>
<td>$3,010,000</td>
</tr>
<tr>
<td>8. Affordable Housing</td>
<td>Enhance efforts to provide lots for new construction and increased support for weatherization to existing homes Weatherization efforts are being supplemented through City funding, and we are selectively pursuing lots for foreclosure acquisition in NECRA.</td>
<td>25%</td>
<td>$250,000</td>
</tr>
<tr>
<td>9. Downtown Promotion Campaign</td>
<td>Expand merchant support and promotions for the streetscapes – Phase 3 Advertising and promotions have been expanded for Phase 3. Monthly street parties have been scheduled for a Friday evening downtown to attract people. Council has approved the schedule and we view this planning to be COMPLETE as we move to implementation.</td>
<td>100%</td>
<td>Operations</td>
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<tr>
<td>C - PUBLIC WORKS / UTILITIES OPERATIONAL SUPPORT</td>
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<tr>
<td>1. Thrill Hill Site Plan</td>
<td>Obtain County approval of site plan design and basin grading Site Plan has been submitted and preliminary review indicates repair work to the sedimentation basin is needed. Cost estimates to follow.</td>
<td>85%</td>
<td>Operations</td>
</tr>
<tr>
<td>2. WWTP Re-Rate Study for Plant Capacity</td>
<td>Study and evaluate options to increase plant capacity and efficiency Conceptual ideas have been discussed that will make our operations more efficient, and we will be seeking consultant selection for the study.</td>
<td>30%</td>
<td>$62,000</td>
</tr>
<tr>
<td>3. Back Flow Check Valve Enforcement</td>
<td>Accelerate program for inspection and installation of these devices per our DEP permit and policy requirements The Council has adopted by Ordinance the prescribed policies and procedures to prevent back flow</td>
<td>40%</td>
<td>Operations</td>
</tr>
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<tr>
<td>Back Flow Check Valve Enforcement Cont’d</td>
<td>contamination to our water system. The program impacting the Mount Dora Country Club subdivision has been deferred for compliance with additional information and meetings to be scheduled. Other areas in the City will be inspected for compliance.</td>
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<td><strong>CAPITAL SUPPORT</strong></td>
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<tr>
<td>4. Seventh Avenue Stormwater Improvement</td>
<td>Install new line, manholes, inlets and other improvements to area drainage</td>
<td>100%</td>
<td>$1,285,012</td>
</tr>
<tr>
<td>5. Bio-Solids Facility Project</td>
<td>Design and Construct a Bio-Solids processing facility utilizing solar drying and pasteurization to effectively dispose of waste sludge. Council has approved moving forward with our design option for a solar/gas oven concept for pasteurization with a greenhouse and bio-filters. Kimley-Horn has been awarded the final design engineering and we will await plans for future construction.</td>
<td>40%</td>
<td>$1,112,000</td>
</tr>
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<tr>
<td>6. Highland Street Public Works Complex</td>
<td>Repair roof, convert main building into Storage Facility and phase-in plan for Facility construction Progress has been delayed due to other project funding considerations.</td>
<td>20%</td>
<td>$200,000</td>
</tr>
<tr>
<td>7. Downtown Streetscapes Phase 3 Utilities</td>
<td>Coordinate the construction and utility connections to assist Burkhardt Construction Project is scheduled for construction starting April 6.</td>
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</tr>
<tr>
<td>8. Hampton Villa Electric</td>
<td>Design and construct underground electric components This project is being removed and completed as part of general operations since it has been redesigned for under $13,000 and does not meet our CIP definition. COMPLETE.</td>
<td>100%</td>
<td>$12,600</td>
</tr>
<tr>
<td>9. WWTP#1 and Dora Pines Well Abandonment</td>
<td>Coordinate and complete the well abandonment CH2MHill has been retained for this project and they are proceeding with permit approvals to do this project.</td>
<td>25%</td>
<td>$102,350</td>
</tr>
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| 10. WWTP#1 Clarifier Mechanism Replacement       | Coordinate construction of this replacement equipment  
Due to other CIP needs, this project has been temporarily delayed pending CIP review.                                                                                                                                   |                     | $575,000         |
| 11. US 441 Utility Relocation                    | Coordinate design with FDOT and relocate utilities accordingly  
FDOT has expanded the scope of the project to Lincoln Avenue. This increases the amount of utility relocation as we coordinate this construction to connect to the Wekiva Parkway Interchange improvements as well. We are finishing easement acquisition and relocate design. | 40%                 | $3,800,000       |
| 12. SR 44 Utility Relocation                     | Coordinate design with FDOT and relocate utilities accordingly  
Design plans are 90% complete and selection of 3 contractors for proposal review as part of the bid process is being coordinated.                                                                                      | 20%                 | $1,800,000       |
| 3. WWTP#2 Access Relocation                      | Relocate ingress/egress due to widening impacts of US 441 and SR 46  
Plans for the plant access are complete and approved by the FDOT. Funding amendments by FDOT are being prepared.                                                                                                 | 50%                 | FDOT $880,000 est. |
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<tr>
<td>14. Britt Road Utility Improvements</td>
<td>Construct water, sewer and reclaim utilities to provide redundancy and minimize service disruptions. We are following the same bid process as the SR44 process and are in the midst of this value engineering concept as part of the bid process. Bids have now been received and we are preparing our report to Council. Note that bids are significantly higher than initially estimated for the CIP.</td>
<td>40%</td>
<td>$3,734,000</td>
</tr>
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**D - LEISURE SERVICES**

**OPERATIONAL SUPPORT**

1. Clear Title for Cemetery Platting
   - Implement legal processes and provide documentation to clear title for platting the second phase of the front section
   - Title company is researching the data for clearance.
   - 20% Operations

2. Recreational Needs and Facility Assessment
   - Inventory and assess the needs of youth and adult recreational facilities and programs for phased strategy of improvement
   - Staff is internally assessing the program performance.
   - 50% Operations
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<tr>
<td>3. Enhance the use at Certain Parks for Event Venues</td>
<td>Develop a strategy for implementation to increase the venue use of Donnelly Park, Sunset Park and Evans Park to benefit downtown business activity. Venue Bookings have increased over that last year and we are meeting with promoters to determine the best combination of marketing and improvements to enhance these efforts.</td>
<td>75%</td>
<td>Operations</td>
</tr>
<tr>
<td>4. Museum on Main Street Exhibit</td>
<td>Host traveling exhibit from Smithsonian Institution on “The Way We Worked” with grant assistance from Florida Humanities Council. Staff has attended the workshops on logistics to present this exhibit which is scheduled for May. We are the first Florida exhibit in the rotation.</td>
<td>60%</td>
<td>$15,135</td>
</tr>
<tr>
<td>5. Sensory Story Time</td>
<td>Institute a special story time program for children on the autism spectrum. The program details are formulated and our next challenge is securing the adult volunteers.</td>
<td>20%</td>
<td>Operations</td>
</tr>
<tr>
<td>6. Butterfly Garden - Phase 2</td>
<td>Coordinate improvements for a learning pavilion and butterfly house</td>
<td>40%</td>
<td>Donations</td>
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<tr>
<td>Butterfly Garden – Phase 2</td>
<td>The permit for the pavilion has been applied for through Building, and a minor site plan submitted for review.</td>
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<td>E - PUBLIC SAFETY</td>
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<td>OPERATIONAL SUPPORT</td>
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<tr>
<td>1. Participate in Regional Fire/EMS Coordination</td>
<td>Review and Coordinate with the other local agencies on service efficiencies through functional consolidation and coordination of services. Next phase to concentrate on formation of a public service corporation for fire services with Tavares. This element is on hold pending our determination of whether we proceed with a Fire Assessment Fee for supplemental financing.</td>
<td>Regional</td>
<td>Operations</td>
</tr>
<tr>
<td>2. Internal Assessment for Organizational Efficiency</td>
<td>Review all police service functions and operations to maximize efficiency and effectiveness. Assessment of the Patrol Operations Bureau has progressed to being 90% complete; and the assessment of Special Investigations has now commenced.</td>
<td>40%</td>
<td>Operations</td>
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<tr>
<td>3. Expand School Resource Officers – Phase 2</td>
<td>Coordinate services with the Sheriff’s Office to transition into SRO Program at the Mount Dora High and Middle Schools. The High School transition was completed last year, and the Middle School transition with the Sheriff’s Office and School District was unanimously approved. We are now COMPLETE with this transition.</td>
<td>100%</td>
<td>COPS Grant</td>
</tr>
<tr>
<td>4. Body Cameras for Police Officers</td>
<td>Study and incorporate into operations the use of body cameras for patrol functions. Research into the various types of cameras has been conducted with a recommendation being provided to City Management for the upcoming CIP.</td>
<td>80%</td>
<td>Grant Funds</td>
</tr>
<tr>
<td>5. Automated External Defibrillators (AED)</td>
<td>Install and train use of AED in patrol vehicles. With approval of the JAGC grant, we have ordered 8 AED’s and have already trained the officers on their use when the units arrive to be ready for immediate deployment.</td>
<td>95%</td>
<td>Grant Funds</td>
</tr>
<tr>
<td>6. Fire Station #35</td>
<td>Identify building moisture problem and complete improvements to re-staff facility</td>
<td>85%</td>
<td>Emergency Reserve of $100,000</td>
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<tr>
<td>Fire Station #35 Cont’d</td>
<td>The drainage has been connected from the roof, the driveway apron has been repaired and the foundation foam insulation installed. The roof repair overlay has been completed. The HVA is scheduled for installation during mid-March. We are hopeful of completing work by month’s end.</td>
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</table>

**F - OTHER PROJECTS**

1. Water & Sewer Impact Fee Study
   - During the year, Staff and City Council may add projects and adjust resources accordingly.
   - Select consultant and perform analysis for adjusting Impact Fees and their application to development.
   - RFQ’s from 5 consultants were reviewed, and a recommendation is scheduled for this agenda to approve a contract with PRMG.
   - 30%
   - $24,000
<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th>PROJECT DESCRIPTION AND STATUS</th>
<th>PERCENTAGE COMPLETE</th>
<th>PROJECT BUDGET</th>
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<tr>
<td><strong>G - PROJECT PERFORMANCE</strong></td>
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<td>1. Total Projects:</td>
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<td>2. Significant Activity &gt;20%:</td>
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<td>3. Projects Completed:</td>
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<td>4. Projects Cancelled:</td>
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<td>5. Projects Continued:</td>
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DATE: March 17, 2015
TO: City Council
FROM: Michael Quinn
RE: Sylvan Shores Agreement

Recommendation: Re-negotiate a phasing out of the 1933 Indenture Agreement between the Sylvan Shores Company and the Town of Mount Dora regarding the quit claim release of the power and water assets.

References/Support: See Attachments

Background/Information: There are three relevant documents that help frame the core issue and its long-term impact upon the citizens of Mount Dora.

1. On 7/31/1933, an Indenture Agreement was signed by L.R. and Anna Heim on behalf of the Sylvan Shores Company to quitclaim release the assets of their electric and water company to the Town of Mount Dora. The Town agrees “to operate and maintain said electric light and water systems in the same manner and on the same basis supplying home owners and to lighting public streets and parkways and parks, as it operates electric light and water plants within the City limits, commensurate with necessity and demand for such services.” All easements and equipment/materials for such operation of the water and electric systems were transferred to the Town for a designated 28 blocks of the Sylvan Shores subdivision.

2. On 10/1/1957, an Indenture Agreement was signed by the New Sylvan Shores, Inc. and the City of Mount Dora to quitclaim release the remaining easements and assets of the electric and water systems for the remaining 20 blocks in the subdivision area. Once again, the City agrees “to maintain said electric light and water systems supplying home owner’s as it maintains its electric light and water systems within the city limits.” In addition, the City agreed to install 48 additional street lights over a four-year period unless the area was annexed, in which case the lights would be installed within one year. In addition, both parties stated “It is agreed that all prior agreements on the above subject matter are hereby superseded.”

3. On 2/20/1975, a Final Judgment by the Fifth Circuit Court referenced the above contractual conditions and ruled in favor of the City that there was no entitlement to provide fire protection to Sylvan Shores by virtue of the fact that the City operated a water system with fire
hydrants servicing the area; required the City to maintain the hydrants in the same manner as normally maintained by the City; and further ruled “The contract is subject to a twenty (20) year Statute of Limitations ...”.

In 1979 the City Council held several discussions regarding these agreements and the validity of the contracts. The Council considered termination of the agreements; considered charging a street light maintenance fee to Sylvan Shores residents since they were receiving street light services without any revenue contribution for said services; and were concerned about their apparent conflict with Utility Bond Covenants that dictate no free utility service. For various reasons unknown to me other than a desire to not create a political controversy on the subject; the City has continued to not only provide the electric and water services as we do all our customers; but have done so without payment for the street light service and without the financial surcharge for non-city customers.

From my perspective, this is an issue of fairness and equal treatment that needs closure. I have no issue with providing the service to the customers, but I do not believe that providing similar maintenance and operations of a utility system also means to do so in violation of current financial policies for rates. My reasons for suggesting we re-visit this issue are:

- The 1957 agreement only stipulated that the City “maintain” the current systems as we do for our City customers. I do not interpret that language term to mean at the same rate as our City customers. Maintenance and operations are done equally on the system, but we do have varying rates based upon type of street lights or upon City residence as examples.
- The 1957 agreement also removed the term “operate” from the language, thus only referencing the term “maintenance” going forward in the contract. I believe this further distances the connective argument that some would put forward that payments are part of operations. In addition, this contract also declared it as superseding all prior agreements on this matter.
- The 1975 Court Judgment referenced the contract for the provision of electric and water system services and specifically placed a 20-year Statute of Limitations on the contract. This would indicate to me that the judge felt that the contract should not be perpetual and should periodically be reviewed to assure that there was mutual benefit to both parties for continuation of services.
- The prior contracts have potential issues of legal ambiguity in terms of how they are written without better definition of certain terms or obligations, of the lack of term limits in the contract, and whether any of the original parties exist today other than the City. Even the interpretation of whether “maintenance” extends to “customer rates or billing” is not clearly understood and could be argued as not intended since it was not specified in the contract language.
- In terms of street light usage, the Sylvan Shores residents get this rate service not only for free without any contributory payment, but the residents of Mount Dora pay for their service through property taxes collected in the incorporated area. There are 123 antique street lights in this area at a rate of $10.81/month plus a 10% utility tax which equals over $17,500 per year being subsidized by City tax payers.
- Typically, the cost of a capital asset transfer is depreciated and amortized over a 30 year period for capital facilities. We have maintained these facilities for 81 plus years and I would argue that the asset value has long been depreciated; and that the City has
continued to meet the intent of the agreement by providing equal service. I just don’t believe that equal service has to be synonymous with equal billings for that service as justified in our rate structure.

- The cost of the water system is a similar issue in that while Sylvan Shores water customers do pay a rate charge for their services, it is the incorporated rate and does not include the 25% surcharge for unincorporated customers. The other parts of the utility service area outside the city limits do have to pay this charge. Only because of the interpretation that this contract issue offered some form of special privilege to the Sylvan Shores customers was this never challenged. I believe that any such intent to offer such a discount has long exceeded the rational benefit.

My contention is that there is reasonable evidence and interpretation to challenge the validity of these prior agreements. Rather than taking a hardline approach and risk a lawsuit or political controversy from an outside neighborhood that associates itself with Mount Dora; I suggest we attempt to negotiate a new agreement where we phase-in the charges for street lights (estimated at about $2.25/month) and the phase-in of the water surcharge (estimate varies with usage) with the Sylvan Shores Homeowners Association. I have had preliminary discussions with the President of this HOA and I feel there is a willingness to at least continue talks on the subject. The City always has the option to seek a legal judgment on the contract validity if negotiations fail to proceed. I believe this will enable the City and this neighborhood to correct an issue of fair and equal treatment of our utility customers.

I also want to emphasize that the resolution of the above issue is separate and distinct from any future discussion about potential annexation issues. It is certainly my understanding that many residents of Sylvan Shores do not want to be part of Mount Dora, at least from a formal perspective of paying taxes. While I disagree and believe there are many mutual benefits that could be negotiated in this area, it is a subject for another time if desired by both parties.

**Attachments:**

1. 1933 Indenture Agreement
2. 1957 Indenture Agreement
3. 1975 Circuit Court Final Judgment
4. Sylvan Shores Area Map
THIS INDENTURE, Made this 31st day of July, A. D. 1933, by and between SYLVAN SHOP COMPANY, a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Lake, State of Florida, party of the first part, and TO MOUNT DORA, a Municipal Corporation of Lake County, Florida, duly organized and existing under the laws of Florida, party of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One and No/100 Dollars, in hand paid by the party of the second part, the receipt of which is hereby acknowledged, and other valuable considerations, has remised, released and quit-claimed, and by these presents do remise, release and quit-claim unto the party of the second part, and its successors and assigns forever, all the right, title, interest, claim and demand, which the said party of the first part has in and to the following described easements and personal property, to-wit:

All easements, except streets and sidewalks, used for operation of electricity and power transmission and water supply, and all electric light and power equipment and materials and water supply equipment and materials, comprising and used in connection with the electric light and power distribution system and the water supply system, in part of Sylvan Shores Subdivision described as follows:

BLOCKS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 11A, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28 of Sylvan Shores Subdivision, according to the official plat of Sylvan Shores Subdivision, recorded in the public records of Lake County, Florida, also that part and portion of the electric light and power equipment and water supply equipment along Beim Road of Sylvan Shores not within the aforesaid blocks;

TO HAVE AND TO HOLD THE SAME together with all the estate, right, title, interest, claim whatsoever of the party of the first part, to the only proper use, benefit and behoove the party of the second part and its successors and assigns, provided, however, as additional consideration to the party of the first part, the party of the second part agrees to operate and maintain said electric light and water systems in the same manner and on the same basis as to supplying home owners and to lighting public streets and parkways and parks, as it operates electric light and water plants within the City limits, commensurate with necessity and for such services.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed by its Secretary, this day and year above written.

(CORPORATE SEAL)

Attest: L. R. HEIM
As its Secretary.

Signed, sealed and delivered in the presence of:

May O'Connell

By Anna E. Heim
As President
(As recorded in the public records of Lake County Florida in Book No 143 on page No 556)

($1.00 State Documentary stamps cancelled)
($1.00 Federal Documentary Stamps cancelled)

And the said parties of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, sealed and delivered
in presence of us:

Dan Kinsley
Cornelius Reidemach

A. S. WEAVER (SEAL)
ALICE K. WEAVER (SEAL)

STATE OF OHIO,  
COUNTY OF HOLMES.

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, A. S. WEAVER and ALICE K. WEAVER to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

AND I FURTHER CERTIFY, That the said ALICE K. WEAVER known to me to be the wife of the said A. S. WEAVER on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she made herself a party to said deed for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether of dower, homestead or of separate property, statutory or equitable, in and to the lands described therein, and that she executed the said deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal at Winesburg, County of Holmes, and State of Ohio, this 15th day of August, A. D. 1933.

ADA KINSLEY
Notary Public
Ada Kinsley, Notary Public, Holmes County, Ohio

Record verified

Filed and recorded August 21, 1933, and I hereby certify the foregoing is a true copy of the original.

Record verified

THIS INDEBTURE, Made this 31st day of July, A. D. 1933, by and between L. R. HEIM and ANNA E. HEIM, his wife, of the County of Lake, State of Florida, parties of the first part, and TOWN OF MOUNT DORA, a Municipal Corporation of Lake County, Florida, duly organized and existing under the laws of Florida, party of the second part;

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of One and No (0.00) Dollars, to be paid to them on or before the 31st day of December, A. D. 1934, by the said party of the second part, have sold, assigned, transferred, and conveyed, and hereby do sell, assign, transfer, and convey all their right, title and interest in and to the following described property, to-wit:

Record verified

This page requires an answer.
and demand which the said parties of the first part have in and to the following described
interest in land and personal property, situate, lying and being in the County of Lake, to
All easements, except streets and sidewalks, used for operation of elec-
tric light and power transmission and water supply, and all electric light and power equip-
ment and materials and water supply equipment and materials, comprising and used in con-
nect with the electric light and power distribution system and the water supply system, in
d part of Sylvan Shores Subdivision described as follows:
Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 11A, 12, 13, 14, 15, 16, 17,
18, 19, 20, 21, 22, 23, 24, 35, 36, 37 and 38 of Sylvan Shores Subdivision, according to the
official plat of Sylvan Shores Subdivision recording in the public records of Lake Coun-
ty, Florida, also that portion of the electric light and power equipment and water supply-
ment along Heim Road of Sylvan Shores not within the aforesaid Blocks;

TO HAVE AND TO HOLD the same together with all the estate, right, title, inter-
and claim whatsoever of the parties of the first part, to the only proper use, benefit and
hoof of the party of the second part and its successors and assigns, provided, however, as
additional consideration to the parties of the first part, the party of the second part as
to operate and maintain said electric light and water systems in the same manner and on th
basis, to supplying home owners and to lighting public streets and parkways and parks, as
operates its electric light and water plants within the City limits, commensurate with nec
and demand for such services.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their
and seals the day and year first above written.

Signed, sealed and delivered
in presence of
Charles R. Heim
May O'Connell

L. R. HEIM (SEAL)
ANNA E. HEIM (SEAL)

Agreed to by the Town of Mount Dora, a Municipal Corporation of Lake County, Fl
pursuant to a Resolution of the Town Council passed in regular meeting July 5th, 1933.

(Seal of Town of Mount Dora)

Mr. J. Johnson
As Town Clerk

W. V. SIMPSON
As Mayor

(10¢ State Documentary Stamp cancelled)

STATE OF CONNECTICUT,:

COUNTY OF FAIRFIELD,:

I HEREBY CERTIFY, That on this day personally appeared before me, an officer au-
authorized to administer oaths and take acknowledgements, L. R. HEIM and ANNA E. HEIM, his
to me well known to be the persons described in and who executed the foregoing instrument
who acknowledged before me that they executed the same freely and voluntarily for the purp
therein expressed.

AND I FURTHER CERTIFY, That the said ___________ HEIM known to me to be the wife of
THIS INDENTURE, made this 1st day of October, A. D., 1967,
by and between New Sylvan Shores, Inc., a Corporation under the laws of
the State of Florida, party of the first part, and City of Mount Dora, A
Municipal Corporation of Lake County, Florida, duly organized and existing
under the laws of Florida, party of the second part, and Sylvan Shores
Property Owners' Association, representing the owners of lots in said
Blocks, party of the third part.

WITNESSETH, that the said party of the first part, for and in con-
sideration of the sum of One and NO/100 -- Dollars, in hand paid by the
said party of the second part, the receipt of which is hereby acknowledged,
and other valuable considerations, have remised, released and quit-claimed,
and by these presents do remise, release and quit-claim unto the said party
of the second part, and its successors and assigns forever, all the right,
title, interest, claim and demand which the said parties of the first part
have in and to the following described, interest in land and personal property,
situate, lying and being in the County of Lake, to-wit:

All easements, except streets and sidewalks,
used for operation of electric light and power trans-
mission and water supply, and all electric light and
power equipment and materials and water supply
equipment and materials, comprising and used in
connection with the electric light and power distri-
bution system and the water supply system, in that
part of Sylvan Shores Subdivision described as
follows:

Blocks 25 to 34 inclusive and 39 to 48 in-
cclusive of Sylvan Shores Subdivision, according to
the official plat of Sylvan Shores Subdivision recorded
in the public records of Lake County, Fla.
TO HAVE AND TO HOLD the same together with all the estate:
right, title, interest and claim whatsoever of the parties of the first part,
to the only proper use, benefit and behoof of the party of the second part
and its successors and assigns, provided, however, as additional
consideration to the parties of the first part, the party of the second part agree to maintain said electric light and water system, as hereinbefore agreed upon, so as to maintain its electric light and water system within the city limits, whereas, the parties here to are desirous of providing electric lighting for the streets and parkways, and water service, within the subject matter of this agreement, and

WHEREAS, it appears that party of the second part in order to furnish said lighting for the streets and parkways will have to expend a considerable sum of money to accomplish same, being installation of approximately 48 street lights.

IT IS THEREFORE a part of the consideration of this conveyance that party of the second part will in a period of 4 years hereafter install at least 12 streetlights per year, said installation to be under the direction and discretion of said city. If this period of 4 years expires without the party of the second part installing said 48 streetlights the entire agreement is terminated.

The party of the second part to make electric and water connections to residences and buildings erected on said blocks, with owner complying with the requirements of the City ordinances for building, plumbing and electricity; the City to make inspections of same for which it will be entitled to make charges at the same rate and under the same conditions as in the City of Mount Dora. It is agreed that all prior agreements on the above subject matter are hereby superseded.

IN WITNESS WHEREOF, the parties of the first part have here-
unto set their hands and seals the day and year first written.

NEW SYLVAN SHORES, INC.

By [Signature] (LS)
President

CITY OF MOUNT DORA

By [Signature] (LS)
Mayor

Attest: [Signature]
Secretary

Attest: [Signature]
City Clerk

7-16
This is critical
To what was agreed
And you can't
Read it. Ask
Lauren if her
Copy is better &
If she can read
you the words.
The above and foregoing agreement is hereby accepted.

SYLVAN SHORES PROPERTY
OWNERS' ASSOCIATION

By John W. Cooper
President

ATTEST:

[Signature]
Secretary

RECEIV
11/15/92

MDC
7/16

I have penned in
the words blacked
out on the 3rd
pg.
FYI - Mr. Sanzovik
asked for a copy
of this document.
SILVIA SHORES ASSOCIATION, INC.,
a corporation not for profit, et al,

Plaintiffs,

vs.

CITY OF MOUNT DORA, a municipal
corporation,

Defendant.

FINAL JUDGMENT

THIS CAUSE coming on before me to be heard this day, and the
Court having received the evidence and exhibits filed by the parties
hereto by their respective attorneys, and having considered the same,
and the Court makes the following findings of fact:

1. That by virtue of the deed and resolution between the
parties hereto, there exists a contract for the defendant, City of
Mount Dora, to operate and maintain an electric light and water
system for the residents of Sylvan Shores Subdivision, lying without
the municipal limits of the City of Mount Dora in the same manner
and on the same basis to supplying home owners and to lighting
public streets, parks and parkways as it operates its electric
light and water plants within the city limits commensurate with
necessity and demand for said services.

2. That nowhere in said contract is there any provision
to supply fire protection.

3. That the defendant, City of Mount Dora, has since
1933 serviced the plaintiffs with electric and water utilities.

4. That at the time of the contract, there were in
existence certain fire hydrants which are an integral part of
the water system.

It is thereupon, upon consideration thereof
ORDERED AND ADJUDGED that the contract is interpreted
in the following manner:
Sylvan Shores Association, Inc. vs. City of Mount Dora

FINAL JUDGMENT

Page 2

1. The Plaintiffs, being residents of the unincorporated area named Sylvan Shores, are not entitled to fire protection under said contract.

2. The fire hydrants in the Sylvan Shores area must be maintained by the City of Mount Dora in the same manner as they are maintained in the City of Mount Dora.

3. The contract is subject to a twenty (20) year Statute of Limitations and laches do not apply because the City of Mount Dora has not suffered any injury or prejudice as a result of the delay in bringing the action.

DONE AND ORDERED at Tavares, Lake County, Florida, this the 20 day of February, A. D. 1975.

[Signature]
Circuit Judge

Approved

Roy Christopher
P. O. Drawer 98
Mount Dora, Florida
Attorney for Defendant

Frank T. Gaylord
Gaylord, Ray & Gaylord
P. O. Drawer 1844
Eustis, Florida
Attorneys for Plaintiffs

I HEREBY CERTIFY that true copies hereof have been tendered by U. S. mail this 20 day of February, 1975, to ROY CHRISTOPHER, P. O. Drawer 98, Mount Dora, Florida 32757, and FRANK T. GAYLORD, P. O. DRAWER 1844, EUSTIS, FLORIDA 32736.

[Signature]
DATE: March 17, 2015

TO: City Council

FROM: Michael Quinn

RE: State of the City – Future Suggestions

**Recommendation:** Review the suggestions and follow-up on those that seem appropriate per the circumstances to ensure that Mount Dora remains “Someplace Special”.

**References/Support:** State of the City 2014-2015.

**Background/Information:** Mayor Hoechst has eloquently highlighted our current goals and work plan that keeps us focused on our “Pathway to Success” as outlined in her State of the City address recently distributed to the public. We have accomplished much, but there is still much more to do. The success we feel about Mount Dora being “Someplace Special” does not happen by circumstance; it happens as a matter of choice, commitment and constant work. To avoid being “Everyplace Else” by settling for the ordinary, Mount Dora must have the resolve to risk going for the extraordinary in order to be “Someplace Special”.

Cities are crucial as engines of our local economy and provide that critical element of public space that encourages community connectivity, critical thinking, and creative expression. The support and synergy of a city environment grows as we expand and develop with the services and infrastructure to meet that demand. However, the quality of life we desire does not come free but requires an investment by all of us that associate ourselves with our community, both formally and informally.

The following strategic objectives and tactical projects, both large and small, will help us down our “Pathway to Success” and enable us to sustain our quality community:

1. Demonstrate responsible stewardship of our natural resources by protecting our aquifer, preserving the quality of our lakes, enhancing our landscape and trees, doubling our recycling efforts and preserving our environment for future generations. Projects may include installation of remaining water meters to better manage conservation efforts and reduce read costs through technology; reconsider the conversion of septic tank to sewer for our
neighborhoods around Lake Gertrude and Sylvan Shores; and consider providing incentives beyond the Recycle Bank to increase recycling rates and lower the tonnage and transportation expense of landfilling.

2. Continue to support our capital infrastructure for modernizing our facilities, increasing our utility service capacity to maximize our effectiveness, enabling our local economy to thrive through access and connectivity and renewing an emphasis upon maintenance sustainability. Projects may include construction of a new Public Works complex at our Highland Street site to consolidate operations; completion of our Bio-Solids Facility to operationally reduce costs of sludge management and be environmentally friendly in the design and end product; and phased development and expansion of our Thrill Hill Reservoir for reclaim water with a goal to attract our neighbor cities for regional benefit.

3. Continue to emphasize the creation of a vibrant downtown that offers an experience in shopping and dining and serves the needs of our residents and tourists. Projects may include the completion of our Downtown Streetscapes Project with the remaining phases for Fifth Avenue, Baker Street and the other infill sections; the promotion of our special events and newly established venues at Sunset Park and Evans Park as well as our renovated Community Center; partnering with the private sector to develop Pineapple Point as a mixed use to enable public amenities of a boardwalk, parking structure or conference facility; and beautify the alleyways with color and form to incorporate them aesthetically and functionally into the downtown where the space can be used after the basics of trash pick-up and other necessities are completed.

4. Promote walkability and encourage neighborhood connections that enable pathways for pedestrians and cyclists, and create neighborhood access for community interaction without building expensive transportation lanes for autos. Projects may include acquisition of the right-of-way from CSX for the Lake Wekiva Trail and eventual construction to connect to other regional trail networks; plan neighborhood connecting trails for access to surrounding residential areas; and promote physical activity for our residents through sports and recreational activities and opportunities that make us more aware of healthy life choices.

5. Enable opportunities for economic investment in our community by promoting our community assets, streamlining the development process and assigning personal staff assistance, sharing statistical information with prospective businesses, and improving our business skills and image. Projects may include utility extensions to the Wolf Branch Innovation District site to enable development of that key economic engine; incentivize the private development of high speed connectivity to the internet and data sources to assure adequate capacity and speed for future technology applications; and work tirelessly with the School District and college contacts to improve our public education to the “A” level and attract a STEM-oriented college campus for east Lake County/Mount Dora to elevate the climate for business attraction.

6. Provide professional and value-driven municipal services to our community that utilizes the talents and creativity of our employees, is responsive to the needs of our customers, and maintains fiscal sustainability and consistent quality to elevate our community’s quality of life. Projects may include budget incentives for departments that prove value enhancements and operational savings through new ideas; expanding communication and citizen information through smart apps for information and reporting of maintenance and other concerns; supporting fiscal measures such as the Fire Assessment Fee dedicated toward specific capital and equipment needs; and planning for the whole community of Mount Dora by negotiating the inclusion of the unincorporated enclaves to better connect utility systems and provide seamless services more efficiently as we collaborate with other agencies toward a regional service model.

7. Engage, embrace and empower our citizens through effective information and
accountability for responsible local government that encourages partnerships and not partisanship of our citizens. Projects may include the expanded use of our citizen advisory boards to study weighty issues that impact and improve their core functions and objectives; re-establishing a periodic publication to all properties about critical issues affecting the City; and organizing neighborhood forums to better connect with their particular needs.

As Bob Dylan once sang, The Times They are A Changin’ and the new normal has us retooling our governance processes to find ways to better serve and connect with our communities within a limited fiscal environment. We must explore new ideas that recognize the flexibility and regional focus of government services, and that collaboration allows us to accomplish more than going it alone. In order to preserve our community’s character, we must be willing to nurture it and invest in it to assure its continued sustainability. In the end, the City becomes a reflection of our identity and character. We must find ways to make the City feel personal as a connection to its citizens in order for us to remain as “Someplace Special”.

**Attachments:** None.
DATE: March 17, 2015

TO: Mayor and City Council

FROM: Mark Reggentin, AICP, Planning and Development Director

VIA: Michael Quinn, City Manager

RE: Request for Construction Plan and Final Plat Approval; Gates of Mount Dora (38 Lots); Located West side of Clayton Street at City and Orange County Line; Joseph Kantor (Applicant); Empire EQ Homes Fund, LLC (Owner); BESH, Inc. (Project Engineer). Project No.: PR14-07Fnl

Recommendation:

Staff recommends approval of the above-referenced request for the Gates of Mount Dora Construction Plan and Final Plat.

The Planning and Zoning Commission at their regularly scheduled meeting on February 18, 2015, recommended approval of the Gates of Mount Dora, subject to the following conditions:

1. Development Review Committee (DRC) review comments dated January 28, 2015, shall be satisfactorily addressed by the reviewer prior to scheduling the Final Plat to the City Council for consideration;
2. Acceptance of the revised building elevations consistent with the PUD Condition shall be satisfactorily addressed by staff prior to scheduling the City Council meeting;
3. Artwork proposal (revised) subject to consideration by the Public Arts Commission, prior to issuance of the Site Development Permit;
4. All engineering requirements must be addressed; and

The Planning and Zoning Commission approval at the February 18, 2015, meeting included acceptance of the tree replacement waiver allowed under Section 6.6.7.1.h. of the City's Land Development Code.

Reference/Support:

Sections 3.4.5 of the City's Land Development Code
PUD Ordinance No. 846 Adopted on April 20, 2004
Ordinance No. 2014-14 - PUD Restatement Adopted on February 3, 2015
Background:

SITE SUMMARY:
Existing Use: Vacant Land
Proposed Use: Single-Family Residential
Total Units: 38 Lots
Future Land Use: 13.93 acres - Medium Density Residential (0-6 du/ac)
6.19 acres - Conservation - City Owned Lands
Zoning: PUD
Site Area: 20.12 acres - Overall PUD
6.19 acres - City Owned Parcel (Conservation/wetland areas)
13.93 acres - Developable Area

The applicant is requesting Construction Plan and Final Plat approval for the Gates of Mount Dora Subdivision. This project was previously reviewed and approved for construction in 2006, but was never developed. The PUD was reinstated with no changes to the master plan by Ordinance No. 2013-14 on February 3, 2015. The new Construction Plan request updates all the site data and engineering. As allowed by City’s Land Development Code, the applicant has combined the review steps and has requested the Preliminary Plat be reviewed in concert with the Construction Plan and Final Plat.

Development features of this project include the following:

- Open front porches (required for all homes).
- Access (ingress/egress) off Clayton Street with emergency access at southernmost portion of the site.
- 6 foot high wall required along Clayton Street.
- Perimeter Landscaping.
- Budget and reporting in the internal roadways for maintenance and the canal system maintenance.
- Internal streets will be private and owned and maintained by the HOA.
- Docks with boat access to Lake Dora.
- Gated Entrance.

As required by the PUD, the exterior building elevation designs required consideration by the Planning and Zoning Commission. On February 18, 2015, the P&Z accepted the attached building elevations (revised). All homes are required to provide an open air front porch meeting the following PUD requirements:

- The porch will extend along the entire front portion of the house not occupied by the garage.
- The roofing material of the porch will match the roofing material of the house.
- The porch will not be screened.
- The porch will be a minimum of eight (8) feet in depth.
The applicant's development plan will require artwork pursuant to Section 6.14 of the City's Land Development Code. The applicant is aware of the artwork requirements and is in process of presenting a proposal to the Public Arts Commission.

This is a very heavily wooded site with the site topography sloping towards Lake Dora. The subdivision layout include an internal roadway circle format. The site grading and improvements necessities mass-grading with removal of most of the existing trees. The Land Development Code addresses these type of grading issues and the applicant's tree removal/replacement proposals includes a waiver as allowed by Section 6.6.7.1.h. of the City's Land Development Code: On February 18, 2015, the Planning and Zoning Commission approved the tree removal and replacement program waiver allowed by the LDC.

The following are the minimum lot zoning requirements (per the PUD):

<table>
<thead>
<tr>
<th>YARD</th>
<th>SETBACK</th>
<th>LOT DESIGN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front Porch</td>
<td>12 feet</td>
<td>Minimum lot size: 7,225 sf</td>
</tr>
<tr>
<td>Front yard</td>
<td>20 feet</td>
<td>Minimum lot width: 55 feet</td>
</tr>
<tr>
<td>Side yard</td>
<td>10 feet between structures</td>
<td></td>
</tr>
<tr>
<td>Rear yard</td>
<td>18 feet</td>
<td></td>
</tr>
<tr>
<td>Corner yard</td>
<td>15 feet</td>
<td></td>
</tr>
</tbody>
</table>

**Attachments:**

- Vicinity Map
- Application
- Building Examples
- Final Construction Plan
- Final Plat
**FINAL PLAT / CONSTRUCTION PLAN APPLICATION**

1. **Project Name:** Gates of Mount Dora
   - **Applicant's Name:** Joe Kantor
   - **Company's Name:** Empire EQ Home Funds, LLC
   - **Address:** 2316 North Rio Grande Avenue
   - **City, State & Zip:** Orlando, Florida 32804
   - **Phone:** 407-733-8855
   - **E-mail:** Joe@kancorcompanies.com

2. **Property Owner's Name(s):** Empire EQ Home Funds, LLC
   - **Address:** 2316 North Rio Grande Avenue
   - **City, State & Zip:** Orlando, Florida 32804
   - **Phone:** 407-733-8855
   - **E-mail:** Joe@kancorcompanies.com

3. **Engineer's Name:** Charles C. Hiott, P.E., Principal
   - **Company's Name:** Booth, Ern, Straughan and Hiott, Inc.
   - **Address:** 902 North Sinclair Avenue
   - **City, State & Zip:** Tavares, Florida 32778
   - **Phone:** 352-343-8481
   - **E-mail:** 352-343-8495

4. **Surveyor's Name:**
   - **Company's Name:** Booth, Ern, Straughan and Hiott, Inc.
   - **Address:** 902 North Sinclair Avenue
   - **City, State & Zip:** Tavares, Florida 32778
   - **Phone:** 352-343-8481
   - **E-mail:** 352-343-8495

   **Project Login#:**

   **(By City):**
Final Plat
Construction Plan
Application

Project Name: Gates of Mount Dora

6. Size of Property (Acres):
   
   13.39

7. Total Units/Lots:
   
   38

8. Zoning District:
   
   PUD

9. Future Land Use:
   
   PUD

10. Are there any deviations from the Preliminary Plat Approval (circle)? Yes / No
    If yes, list and describe:

CERTIFICATION AND SIGNATURE

I CERTIFY THAT, to the best of my knowledge and belief, all information supplied with this application is accurate and I have examined and am familiar with the Land Development Code of the City of Mount Dora, Florida and Chapter 177 of the Florida Statutes and have complied with the requirements of said regulations and statute. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

[Signature]

Owner/Applicant Signature

[Date]

12/28/14
FINAL CONSTRUCTION PLANS
FOR
THE GATES OF MOUNT DORA
SECTIONS 32 TOWNSHIP 19 SOUTH, RANGE 27 EAST.
LAKE COUNTY, FLORIDA

Engineer/Planner/Surveyor:
Booth, Erm, Straughn, Hildt & Co.
902 North Sexton Avenue
Tallahassee, Florida 32307
(850) 343-8461 (Office)
(552) 343-8469 (Fax)

Applicant/Owner:
Empire ED Homes Fund, LLC
Joe Karder
2316 North Rio Grande Ave
Orlando, Florida 32804
(407) 724-8655 (Office)
Joe@kancompanies.com

Geotechnical:
Andreyev Engineering, Inc.
4025 St Johns parkway
Sanford, Florida 32771
407-330-7769

Environmental:
Krautleiter
1174 Camp Ave.
Mt. Dora, FL 32757
(352) 365-1444 (Office)
(352) 365-3877 (Fax)

UTILITY COMPANIES

ELECTRIC:
CITY OF MOUNT DORA
1250 N. HIGHLAND ST.
MOUNT DORA, FL 32757
(352) 735-7115
CONTACT: DAVE POTTER

TELEPHONE:
CENTURY LINK
425 3RD STREET
LEESBURG, FL 34748
(352) 326-1545

CABLE:
COMCAST COMMUNICATIONS
1330 W. 144, LEESBURG
LEESBURG, FL 34788
(352) 726-0377
CONTACT: DANNY FERGUSON

WATER:
CITY OF MOUNT DORA
1250 N. HIGHLAND ST.
MOUNT DORA, FL 32757
(352) 735-7120
CONTACT: GARY HAMMOND

SEWER:
CITY OF MOUNT DORA
1250 N. HIGHLAND ST.
MOUNT DORA, FL 32757
(352) 735-7120
CONTACT: GARY HAMMOND

NOTE:
ALL UTILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF MOUNT DORA UTILITY CONSTRUCTIONS SPECIFICATIONS

SHEET INDEX
1. COVER SHEET
2. AERIAL OFFSITE UTILITY PLAN
3. PRELIMINARY PLAT
4. UTILITY PLAN
5. GRADING AND DRAINAGE PLAN
6. INTERSECTION GRADING PLAN
7. PROFILE (DORA GATE ROAD)
8. PROFILE (DORA GATE ROAD)
9. POTABLE WATER DETAILS
10. POTABLE WATER DETAILS
11. SANITARY DETAILS
12. STORMROAD DETAILS
13. ARBOR INFORMATION
14. ARBOR INFORMATION
15. EROSION/CONSERVATION PLAN
16. LIGHT STATION DETAIL
17. PROFILE FOR OFFSITE FORCE MAIN
18. CROSS SECTIONS

DESCRIPTION:

PARCEL 1:
THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF
THE SOUTH 66.00 FEET THEREOF, OF SECTION
32, TOWNSHIP 19 SOUTH, RANGE 27 EAST,
LAKE COUNTY, FLORIDA.

PARCEL 2:
THE SOUTH 66.00 FEET OF THE SOUTH 1/2
OF THE SOUTHWEST 1/4 OF THE SOUTHWEST
1/4, OF SECTION 32, TOWNSHIP 19 SOUTH,
RANGE 27 EAST, LAKE COUNTY, FLORIDA.
CONTAINING 20.12 MORE OR LESS.
INTERSECTION GRADING
DORA GATE ROAD
Notes:
See Arbor Plan and Attached Spreadsheet for Tree Sizes. 690 Tree Credits to be removed includes tree clusters. Waiver 6.8.7 (1) h. requested due to heavily wooded site. Waiver imposes an increase in canopy trees to 125% over a site that would have been absent of existing trees. Trees replanted on lots are to be 3.5" caliper and 15' high instead of the usual 2" caliper 8' high trees.

PROTECTED TREES

<table>
<thead>
<tr>
<th>INCHES</th>
<th>TREE CREDITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>13,659</td>
<td>1,352</td>
</tr>
<tr>
<td>13,455</td>
<td>690</td>
</tr>
<tr>
<td>315</td>
<td>90</td>
</tr>
<tr>
<td>559</td>
<td>762</td>
</tr>
</tbody>
</table>

Protected Canopy tree greater than 24" DBH included in Tree Credits as 1 per 8".
Waiver requested per 6.8.7 (1) h. for tree removal and replacement trees.
Total Canopy Trees required on Site in Buffers = 34
Total Canopy Trees required on Lots = 38
125% Replacement = 72 x 125% = 90 Replacement Trees
Replacement Provided in Buffer and Open Spaces = 52
Replacement Provided on Lots Increased to 3.5" = 36
March 2, 2015

Mr. Michael Quinn, City Manager
City of Mount Dora
Post Office Box 176
Mount Dora, FL 32757-0176

RE: Lake County Arts and Cultural Alliance

Dear Mr. Quinn:

Lake County Ordinance 2007-21, effective May 24, 2007, created the Lake County Arts and Cultural Alliance (copy enclosed). The Alliance makes decisions regarding cultural and arts activities within Lake County.

The Alliance is composed of a total of seven (7) members and includes one (1) member each from the municipalities of Clermont, Eustis, Leesburg, Minneola, Mount Dora, and Tavares. In addition, there is one (1) member who represents the following smaller municipalities on a rotating basis: Astatula, Fruitland Park, Groveland, Howey-in-the-Hills, Lady Lake, Mascotte, Montverde, and Umatilla.

All individuals acting as a representative of a municipality shall be selected by the governing body of that municipality. The Board of County Commissioners appoints members to the Alliance as recommended by the municipality.

Ms. Nancy Zinkofsky was reappointed to the Arts and Cultural Alliance as the representative of the City of Mount Dora on July 30, 2013 to serve a term ending July 31, 2015.

At this time, we would greatly appreciate your selection of an individual to represent your municipality for a two (2) year term beginning August 1, 2015. Please provide us with the name, home address, home phone, business phone, FAX number, and email address of your selection within 60 days of this notification as outlined in Section 2-90.37.(b) Membership.

Thank you in advance for your assistance.

Sincerely,

Chairman

cc: Kathy Pagan