MOUNT DORA CITY COUNCIL MEETING
September 15, 2015, 6:00 p.m.
City Hall Board Room, 510 N. Baker Street

AGENDA

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

PRESENTATIONS

1. Lake-Sumter MPO 2015-2040 Transportation Plan – TJ Fish, Executive Director

2. Icehouse Landmark Sculpture Request

CONSENT AGENDA

1. Approval of 2015 Mount Dora Highland Festival Plan

PUBLIC HEARINGS

RESOLUTIONS

1. Resolution 2015-23 - Sanitation Rate Decrease

2. Resolution 2015-24 - Electric Rate Adjustments for Fiscal Year 2016

COUNCIL CONSIDERATION/DISCUSSION OF DEPARTMENTAL TOPICS

CITY MANAGER

1. Approval of Jones Brothers Air and Seaplane Adventures Agreement

PLANNING AND DEVELOPMENT

1. Innovation District Land Use Policy
BOARD APPOINTMENTS

CITY ATTORNEY INFORMATION/REPORTS

COMMITTEE REPORTS

OTHER BUSINESS

1. Review of Proposed Budget Follow-up Items

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.mt-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.
MOUNT DORA NECRA BOARD MEETING
September 15, 2015 at 6:00 p.m.
City Hall Board Room located at 510 N. Baker Street

AGENDA

CALL TO ORDER:

ITEMS FOR CONSIDERATION

1. Resolution 2015-25
   Conveyance of City property; 1601 and 1609 N. Clayton Street to Homes in Partnership, Inc.

2. New Housing Construction Incentive Program

OTHER BUSINESS

MEETING NOTICES

ADJOURNMENT

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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: September 15, 2015

TO: Mayor and City Council

FROM: NECRA Advisory Committee
       Gus Gianikas, Planning & Development

VIA: Vincent Pastue, City Manager

RE: Resolution 2015-25 - Conveyance of City property; 1601 and 1609 N. Clayton Street to Homes in Partnership, Inc.

Recommendation: The NECRA Advisory Committee and staff recommend the City Council convey the properties located at 1601 and 1609 N. Clayton Street, known as Lot 1 and 2 of Clayton Street Cottages Plat, to Homes in Partnership, Inc. for construction of affordable housing for owner-occupied single family residence. The offer price is $2,500 per lot. Resolution 2015-25 is attached (Attachment 1).

Background/Information: On June 19, 2015 the NECRA purchased a ½ acre parcel at the NW corner of Clayton Street and Jackson Avenue for $20,000. The intent of the purchase was to allow for the construction of two affordable housing units.

As per Section 166.0451, Florida Statutes, each local government is required to prepare an inventory list of all real property within its jurisdiction to which the local government holds fee simple title that is appropriate for use as affordable housing. In accordance with this law, on July 17, 2015 the City Council passed Resolution 2015-15 (Attachment 2) adding this property to the City list of affordable housing properties.

A subdivision plat – Clayton Street Cottages - was prepared to create two building lots out of the parcel. This was approved by City Council on August 18, 2015. A copy of subdivision plat is included as Attachment 3.

As required by Section 163.380, Florida Statutes, a Notice of Intent to Dispose of Property was published. Concurrently, a Request for Proposals (RFP) was advertised. The legal ad and RFP are included in Attachment 4.

The disposition policy allows the City to donate or sell property for less than fair market value, if fair market value is $10,000 or less, to a not-for-profit corporation which has been qualified and has an objective of creating owner-occupied single-family housing for persons of low income (80% of the median annual adjusted gross income for households in Lake County). The not-for-
profit corporation must be approved by the City as an entity whose efforts at constructing housing for low income individuals meet reasonable standards as to the quality of construction and compliance with income standards.

According to the RFQ conditions, a construction permit application must be filed within six (6) months of property transfer and construction must be complete within 18 months. There were two proposals submitted in response to the RFP. They are included in Attachment 5. Following is a summary of proposals submitted.

<table>
<thead>
<tr>
<th></th>
<th>Homes In Partnership (HIP)</th>
<th>United Development (UCDI)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price</td>
<td>$5,000 - $2,500 / lot</td>
<td>$0. Requested donation</td>
</tr>
<tr>
<td>Agree to timelines</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td># on waiting list</td>
<td>10</td>
<td>3</td>
</tr>
<tr>
<td>Living Area (sf.)</td>
<td>1,453 - 1,527</td>
<td>1,280 - 1,680</td>
</tr>
</tbody>
</table>

Homes in Partnership was an active affordable housing builder in the neighborhood up until 2007 constructing approximately 25 homes 2000-2007. UCDI is a newly approved provider. They were involved with construction of homes on Comstock Avenue in Winter Park as a subcontractor and also in Leesburg. Homes in Partnership has a more proven homebuyer services program.

Based on their offer of $5,000 for the lots, their proven record of completing projects in the City, and their larger waiting list, the staff recommends the property be transferred to Homes in Partnership.

**Attachments:**

1. Resolution 2015-25 – Conveyance of City Property
2. Resolution 2015-15 – City property deemed appropriate for affordable housing
3. Clayton Street Cottages Plat
4. Notice of Intent to Dispose of Property Legal Ad and RFP
5. Responses to RFP from Homes in Partnership and United Community Development, Inc.
RESOLUTION NO.: 2015-25

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

WHEREAS, the City of Mount Dora desires to convey to Homes In Partnership, Inc. the real property described in the Quitclaim Deed attached hereto as Exhibit “A” for the purpose of constructing permanent affordable housing; and

WHEREAS, the City Council of the City of Mount Dora, through Resolution 2015-15 and pursuant to Chapter 166, Florida, has identified the real property described in Exhibit “A” as appropriate for use as affordable housing; and

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

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

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

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

SECTION 2. This Resolution shall take effect upon its adoption.

PASSED AND RESOLVED this __ day of ___2015, by the City Council of the City of Mount Dora, Florida.
Attest:

Gwen Johns, City Clerk
City of Mount Dora

Cathy Hoechst, Mayor
City of Mount Dora

Approved as to form:

Clifford B. Shepard, City Attorney
City of Mount Dora
QUITCLAIM DEED

THIS QUITCLAIM DEED made effective as of the ___ day of ________ , 2015 by The City of Mount Dora, a municipal corporation in the State of Florida ("Grantor") to Homes In Partnership,Inc., a Florida Not For Profit Corporation, with mailing address of 235 E. 5th Street, Apopka, Florida 32703 ("Grantee").

WITNESSETH that Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all its interests in real property situate in Lake County, Florida, viz:

LOTS 1 AND 2, CLAYTON STREET COTTAGES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 67 AT PAGE 32 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 0.51 ACRES, MORE OR LESS.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:  

__________________________________________  
Witness  

__________________________________________  
Print Name  

__________________________________________  
Witness  

__________________________________________  
Print Name  

__________________________  
By: CITY OF MAITLAND  

__________________________  
Cathy Hoechst, Mayor  

STATE OF FLORIDA  
COUNTY OF LAKE  

The foregoing instrument was acknowledged before me on this ___ day of ________, 2015 by Cathy Hoechst, who is personally known to me or has produced ________________________, as identification.  

__________________________  
Notary Public
Attachment 2
RESOLUTION NO. 2015- 15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA ADOPTING AN INVENTORY LIST IDENTIFYING CITY PROPERTY DEEMED APPROPRIATE FOR USE AS POTENTIAL AFFORDABLE HOUSING PURSUANT TO AND AS MANDATED BY SECTION 166.0451, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 166.0451, Florida Statutes, requires that each local government prepare an inventory list of all real property within its jurisdiction to which the local government holds fee simple title that is appropriate for use as affordable housing; and

WHEREAS, the inventory list must include the address and legal description of each such property and specify whether the property is vacant or improved; and

WHEREAS, the Council hereby adopts this Resolution to comply with Section 166.0451, Florida Statutes.

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

SECTION 1. That the parcels of land identified in Exhibit “A” attached hereto are hereby determined to be appropriate for use as affordable housing as defined in Section 166.0451 and 420.0004, Florida Statutes.

SECTION 2. That the City holds fee simple title to all of said parcels.

SECTION 3. That the parcels inventory list shall be titled “2015 - Affordable Housing Inventory List.”

SECTION 4. Pursuant to Section 166.0451, Florida Statutes, the City shall prepare and adopt an updated inventory list three years from the effective date of this resolution, and every three years thereafter unless and until Section 166.0451, Florida Statutes is amended or repealed.

SECTION 5. This resolution shall take effect upon its adoption.

PASSED AND RESOLVED this _____ day of __________, 2015, by the City Council of the City of Mount Dora, Florida.
Attest:

Gwen Johns, City Clerk
City of Mount Dora

Approved as to form:

Clifford B. Shepard, City Attorney
City of Mount Dora

Cathy Hoechst, Mayor
City of Mount Dora
## 2015 Affordable Housing Inventory List

<table>
<thead>
<tr>
<th>Alt Key</th>
<th>Parcel No.</th>
<th>Location</th>
<th>Legal Description</th>
<th>Year obtained</th>
</tr>
</thead>
<tbody>
<tr>
<td>2569191</td>
<td>29-19-27-070011300500</td>
<td>Hackett St - Between Grant &amp; Jackson Ave.</td>
<td>MOUNT DORA, DONELLY'S SUB LOT 5 BLK 113, W 24 FT OF LOT 1 BLK 136 PB 4 PG 7 ORB 1247 PG 194</td>
<td>1992</td>
</tr>
<tr>
<td>1664292</td>
<td>29-19-27-005011600003</td>
<td>602 Jackson St - Between Clayton and Grandview Ave.</td>
<td>MOUNT DORA N 165 FT OF W 82.5 FT OF BLK 116 PB 3 PGS 37-43 ORB 3912 PG 1562 ORB 3971 PG 1600</td>
<td>2010</td>
</tr>
<tr>
<td>1446881</td>
<td>29-19-27-000200006400</td>
<td>Highland St - Northwest Corner of Pine Ave.</td>
<td>BEG AT SW COR OF SW 1/4 OF SE 1/4 OF NE 1/4 OF NW 1/4, RUN E 114 FT, N 132 FT, W 34 FT, S 50 FT, W 80 FT, S 82 FT TO POB ORB 2285 PG 1579</td>
<td>2003</td>
</tr>
<tr>
<td>1466270</td>
<td>29-19-27-005010900004</td>
<td>NW corner of N. Clayton St and E. Jackson Ave. - 1601 &amp; 1609 N. Clayton St.</td>
<td>MOUNT DORA, E 132 FT OF S 165 FT OF BLK 109 PB3 PGS 37 43; ORB 3721, PG 2117</td>
<td>2015</td>
</tr>
</tbody>
</table>
Attachment 3
ADDRESS MAP

CLAYTON STREET COTTAGES
BEING A REPLAT OF A PORTION OF BLOCK 109, OFFICIAL MAP OF
MOUNT DORA 4TH SECTION, PLAT BOOK 3, PAGES 37-43,
LYING IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 27 EAST,
CITY OF MOUNT DORA, LAKE COUNTY, FLORIDA.

LEGAL DESCRIPTION

PLAT OF CLAYTON STREET COTTAGES

NOTICE: THE PLAT, AS DRAWN, IS AT SCALE OF 1" = 20' AS APPROXIMATED AT THE
PLAT SCALE. THE ACTUAL ROADS AND RIGHTS OF WAY SHOWN ON THIS PLAT MAY
DIFFER FROM THE ACTUAL ROADS AND RIGHTS OF WAY THAT EXIST AT THE
PRESENT TIME.
NOTICE OF INTENT TO DISPOSE OF PUBLIC PROPERTY AND REQUEST FOR PROPOSALS FOR REDEVELOPMENT OF 0.51 (+/-) ACRES OF REAL PROPERTY LOCATED IN THE NORTHEAST COMMUNITY REDEVELOPMENT AREA (NECRA)

The City of Mount Dora hereby gives notice of its intent to dispose of public property within its NECRA, and to invite proposals from qualified developers for the redevelopment of said property. All pertinent information will be made available to persons interested in redeveloping the property pursuant of Florida Statute §163.380, and consistent with the Northeast Community Redevelopment Area Plan. The City and the NECRA Board envision a permanent affordable housing project. Developers are asked to consider the following parameters:

- Resolution 2015-15 has deemed this property appropriate for the construction of permanent affordable housing.

The property referred to herein is located at the northwest corner of Clayton Street and Jackson Avenue in the City of Mount Dora NECRA and includes the property described below:

THE EAST 132 FEET OF SOUTH 165 FEET OF BLOCK 109, IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 25 EAST, CITY OF MOUNT DORA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 37 THROUGH 43, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

This 30-day notice requirement is established by Florida Statutes, whereby proposals must be made within 30 calendar days after publication of this Notice. At the expiration of this notice period all proposals will be publicly opened and recorded. Proposals received after 5:00PM on the 30th day will not be considered. The City and its NECRA reserve the right to reject all proposals, to re-notice the properties or to keep them for the City's future use, and to take any other action deemed to be in the best interests of the City and the NECRA as provided for by statute.

Publish Date: July 9, 2015

The required Proposal Form and further information as may be available regarding the foregoing may be reviewed at the office of the City of Mount Dora Planning and Development Department, 510 Baker Street Mount Dora, Florida 32757 or by emailing Gus Gianikas at gianikasg@cityofmountdora.com.
REQUEST FOR PROPOSAL
TRANSFER OF PROPERTY TO NON-PROFIT AFFORDABLE HOUSING PROVIDER

The City of Mount Dora has declared the following undeveloped land to be surplus properties that have been designated to be appropriate for affordable housing. As such the properties will be donated to a not-for-profit corporation which has been qualified by the City and has an objective of creating owner-occupied single-family housing for persons of low income (80% of the median annual adjusted gross income for households in Lake County). The following listed not-for-profit corporations are found to be qualified and may receive property donations pursuant to this policy:

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

As an eligible entity, the City is soliciting Request for Proposal (RFP) from your organization to develop the property owner-occupied single-family housing for persons of low income in accordance with the Mount Dora Land Development Code requirements.

Please submit your response, including the completion of the attached Proposal Form, as to your interest in the one or more of the properties by 5 PM on August 5, 2015. If two or more responders are equally qualified, the City will make the final selection considering price offered for property, proven ability to meet timeline of agreement, and design of home among other factors.

The City will enter into an agreement to transfer property with the following conditions:

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

B. That construction of such housing begin by filing a construction permit application within 6 months of the donation unless such time is extended by the City;

C. Construction completed within 18 months of property transfer, unless such time is extended by the City;

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

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

Property is eligible for NECRA Affordable Housing Construction Incentive Program. The program reimburses and fees for permitting as outlined on attached information sheet.
CLAYTON STREET
BEING A REPLAT OF A PORTION OF BLOCK
MOUNT DORA 4TH SECTION, PLAT BOOK
LYING IN SECTION 29, TOWNSHIP 19 SOUTH
CITY OF MOUNT DORA, LAKE COUNTY

STATE PLANE COORDINATE
EAST ZONE (NAD 1983, 2007 ADJUSTMENT)
N: 1628139.1394
E: 4516505.6973
LAT: N28'48'39.8121''
LONG: W81'38'20.6732''
SCALE: 0.9999892

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DESCRIPTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCE SUPPLANT ANY OTHER GRAPHIC OR DIGITAL FORM. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
Attachment 5
July 15, 2015

Mr. Gus Gianikas, AICP,
Assistant Planning & Development Director
City of Mount Dora
510 Baker Street
Mount Dora, Florida 32757

RE: Public Property Proposal

Dear Mr. Gianikas:

Homes In Partnership, Inc. would like to thank you for the opportunity to submit the following "Request for Proposal" on the Clayton Street Cottages property. I feel our organization is prepared to meet the guidelines that have been outlined in this proposal.

Please feel free to contact me if you need any additional information.

Thank you,

Toby A. Best
Executive Director
PROPOSAL FORM

TRANSFER OF PROPERTY TO NON-PROFIT AFFORDABLE HOUSING PROVIDER

1. Purchase Price Offer $5,000 (For Both Lots) (specify if property is requested to be donated)

2. We agree that a building permit or other required construction permit application will be filed within six (6) months of property being transferred.

3. We agree that construction will be completed by evidence of approval of final inspection within 18 months of property transfer.

4. We have a waiting list of 10 qualified home buyers for Mount Dora NECRA area.

5. Name of General Contractor to construct home Homes In Partnership, Inc.

6. Attach floor plan & front elevation drawing of building

Homes In Partnership, Inc.
Name of Company

Authorized Signer

July 15, 2015
Date
August 5, 2015

Gus Gianikas, AICP
Assistant Planning and Development Director
City of Mount Dora
City Hall
510 Baker Street
Mount Dora Florida 32757

RE: Notice of Intent to dispose of property within the NECRA at the N.W corner of Clayton Street and Jackson Avenue

Dear Mr. Gianikas,

United Community Development (UCDI) is pleased to respond to your Notice of Intent regarding the above referenced property.

We would appreciate the opportunity of constructing two affordable homes on this property. We trust that the information contained in our packet meets all the City’s expectations.

Thank you very much for this opportunity.

Yours truly

Thomas N. Alston

Thomas N. Alston
Executive Director

C: Board Director
PROPOSAL FORM

TRANSFER OF PROPERTY TO NON-PROFIT AFFORDABLE HOUSING PROVIDER

1. Purchase Price Offer: to address the low income buyers our affordable housing program property acquisition cost will be passed on to the buyer(s) for mortgage reduction, therefore we request the property to be donated (specify if property is requested to be donated)

2. We agree that a building permit or other required construction permit application will be filed within six (6) months of property being transferred.

3. We agree that construction will be completed by evidence of approval of final inspection within 18 months of property transfer.

4. We have a waiting list of three (3) qualified home buyers for Mount Dora NECRA area.

5. Name of General Contractor to construct home PSA Constructors Inc. CGC058891

6. Attach floor plan & front elevation drawing of building See attachment: Please note the elevations can be adapted to suit homebuyers /city requests.

United Community Development, Inc
Name of Company

Authorized Signer

August 5, 2015
Date
United Community Development, Inc
"Working Together Developing Better Communities"
I L HAlF PORCH OR OPTIONAL FULL PORCH

MASTER BEDROOM
13'-5" x 14'-3"

BEDROOM 2
9'-0" x 12'-7"

BEDROOM 3
9'-0" x 10'-10"

LIVING ROOM
17'-5" x 14'-3"

KITCHEN
16'-0" x 14'-3"

DINING AREA

BATH 2

DOUBLE GARAGE
20'-0" x 20'-0"

MONET "II"
44'-0"x30'-0"

3 BEDROOM, 2 BATH 1305sq.ft. A/C, 1720sq.ft. gross plus Porch
MIDDLEBURG
44'-0"x40'-0"
3 BEDROOM, 2 BATH 1745 sq. ft. A/C, 2160 sq. ft. gross plus Porch
DATE: September 15, 2015
TO: Northeast CRA Board
FROM: NECRA Advisory Committee
       Gus Gianikas, Planning & Development
VIA: Vincent Pastue, City Manager
RE: New Housing Construction Incentive Program

Recommendation: The Northeast Community Redevelopment Agency (NECRA) Advisory Committee and staff recommend the Board increase the New Affordable Housing Construction Incentive Program to $25,000 to reflect additional fees applicable to housing construction.

Background/Information: This is a fee reimbursement program. Reimbursable fees include development, building, impact and other fees. The incentive grant is reimbursed to applicant after a Certificate of Occupancy is issued by the City Building Official.

Currently, the program can reimburse affordable housing providers up to $15,000 for development, building, and impact fees; utility meters; required utility improvement in right-of-way. At the time the program was instituted, County Impact Fees were not in effect.

Fees for single family homes 1,500 square feet or less, the current fees are as follows

<p>| Permitting &amp; Plan Review Fees | $ 1,854 |
| City Impact Fees | $11,350 |
| Fire/EMS | $ 441 |
| Parks &amp; Rec | $2,794 |
| Police | $ 296 |
| Library | $1,488 |
| Sewer | $3,804 |
| Water | $2,527 |</p>
<table>
<thead>
<tr>
<th>County Impact Fees</th>
<th></th>
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<tbody>
<tr>
<td>Schools</td>
<td>$7,951</td>
</tr>
<tr>
<td>Roads</td>
<td>$ 386</td>
</tr>
<tr>
<td>Meters</td>
<td>$ 600</td>
</tr>
<tr>
<td>Water</td>
<td>$ 200</td>
</tr>
<tr>
<td>Electric</td>
<td>$ 400</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$22,141</strong></td>
</tr>
</tbody>
</table>

If a lot had a building on it previously, there are no impact fees. Many of the vacant lots available previously had homes on them, so there would be no impact fees charged.

Other expenses eligible for reimbursement are improvements required in the right-of-way by the City, including sewer and water connections, transformers, and sidewalks.

The proposed budget for this program for next fiscal year is $225,000. Although we have not expended any funds from this program in the current fiscal year, we now have four non-profit organizations interested in building houses in the neighborhood and expect significant activity in the coming year.

Each new homes built would bring approximately $1,140 - $1,260 per year in additional ad valorem tax to the City and NECRA.
DATE: September 15, 2015

TO: Mayor and City Council

FROM: Roy Hughes, Parks and Recreation Director

VIA: Vince Pastue, City Manager

RE: Icehouse Landmark Sculpture Request

Description

The Sonnentag Theater at the Icehouse has had a monument designed to recognize the original location of the Icehouse Theater in the current area of the waterfront which is now the Marina.

Requested Action

Move to approve the city's acceptance of the proposed monument and its subsequent placement in the Simpson Cove Park near the entrance to the current Marina.

Background

The original structure, which had been the Mount Dora Ice Co., was renovated in the fall of 1948, into a theater. That building stood where the Mount Dora Marina parking lot currently is, facing Charles Ave.

A suitable potential spot in the park has been identified and agreed upon by Roy Hughes, Mark Reggentin and Darlin Barry in a site inspection in May, 2015. We discussed needing relocation are a park bench and a garbage can; both have small concrete pads that will also need to be removed in preparation of the Sculpture site. The city will assist in preparing the grounds for the erection of the monument at that location.

Attachments

*Request letter from Icehouse Theater
*Picture of proposed monument.
DATE: August 12, 2015

TO: Ms. Cathy Hoechst, Mayor
Mount Dora City Council Members

FROM: Darlin Barry, managing artistic director

RE: IceHouse Landmark Sculpture Project

We are pleased to submit this formal proposal to the City Council for consideration:

Our request is for permission and logistical assistance in the installation of a work of public art commemorating the site of the original home of the IceHouse Players on Charles Avenue. The requested landmark sculpture site is to be located in the lakefront park adjacent to the Marina. The sculpture design and specifications are included in this proposal packet.

The original structure, which had been the Mount Dora Ice Co., was renovated in the fall of 1948, into a theater. That building stood where the Mount Dora Marina parking lot currently is, facing Charles Ave. A 1926 Mt. Dora Map detail is included.

A suitable potential spot in the park has been identified by Roy Hughes, Mark Reggentin and Darlin Barry in a site inspection in May, 2015. Two items which we discussed needing relocation are a park bench and a garbage can; both have small concrete pads that will also need to be removed in preparation of the Sculpture site.

Engraved Plaques will be placed on all four sides of the pedestal with the following:

* An engraved image of the original IceHouse Theatre as it looked 1949-58, at 120 Charles St.

* A brief history of the IceHouse referencing its original location in proximity to the Sculpture.

* The founding members of The IceHouse Players.

* A Dedication Statement and acknowledgment of the major Donors ($250 +) to the fund.

* The location of the 1958 - present day IceHouse Theatre, at 1100 N. Unser St., referencing the 2011 renovation and renaming of our building, The Sonnentag Theatre at the IceHouse.


* A theatrical quote regarding the value of art to a community.

* The Sculpture’s designers and artists.
Our request to the City:

- Approval of the Sculpture’s design as submitted: a 6’ high metal alloy pedestal base holding a 3’ sculptural representation of the first IceHouse emblem; a set of ice tongs grasping a block of ice. The artwork will stand 9’ at the top of the ice tongs. The pedestal base will have 2’ benches extending from either side, with granite slab seats.

- We wish to request that the City provide the labor and materials to level the site, frame up and pour the concrete slab, 3’ W x 7’ L, at 4”-6” thick. We have reached an impasse finding a concrete contractor willing to work with us on this relatively minor job. Therefore, we hope that due to the City’s ongoing sidewalk construction tasks, this approximate half-yard of material could possibly be poured at the end of the crew’s work day.

If it is appropriate protocol, I would like to appear at the next Council meeting during which time can be allotted to make this presentation. Please advise what Council meeting date and time that will be possible, so I may inform the IceHouse Board members who would like to attend, as well.

Our hope is to receive the Council’s approval of the design as presented in size and scope, so that we can give sculptor, Doug Hays, the green light to begin his metal work. With the final dimensions confirmed, we can also proceed to place the order for the plaques in September.

If all goes as wished, we would like to tentatively plan for a late-January – mid-February installation. We will continue to coordinate with Mr. Hughes and Mr. Reggentin, so that we do not conflict with the Mt. Dora Fine Arts Festival and other events, as scheduled.

For a ribbon-cutting ceremony, we will wish to have a small event in the park at the Sculpture site. This may include some brief entertainment and light refreshments, with the possibility of a small event tent being set up. We anticipate the attendance will be about 75-100 persons.

We thank you for your time and attention to this proposal. I look forward to your response regarding the meeting date. We are excited for this project to take the next major step forward!
The IceHouse Landmark Sculpture Design

To be poured:
A concrete pad 7' x 3'

Sculpture Height: 9'
(To top of tongs.)

Sculpture Length: 6'
The length is from the end of the left bench to the end of the right bench, with 6" of the concrete pad protruding on both ends.)

Sculpture Depth: 2'
(with 6" of the concrete pad protruding on both sides.)

Benches will have granite slabs on them.

Engraved Plaques will be placed on all four sides of the pedestal with the following:
- An engraved image of the original IceHouse Theatre as it looked in 1949 at 120 Charles St. S.E. (where the Marina now stands.)
- A brief history of the IceHouse referencing its original location in proximity to the Sculpture site.
- The founders of The IceHouse Players.
- A Dedication Statement and acknowledgment of the major Donors ($250+) to the Sculpture fund.
- The location of the 1958 - present day IceHouse at 1100 N. Unser St. with reference to the 2011 renovation as The Sonnentag Theatre at the IceHouse.
- The Sculpture’s designers and artists.

March, 2015
IceHouse Players
1948 Founders

Celia Cladin
William Jay Barker
Walter J. Patton, Jr.
Gordon Goodrich
Jon Barker
Bill Barker
Raoul Barker
Mrs. Guyla Biszel
Mr. & Mrs. Fred Bradford
Mrs. Chester Connelly
Mrs. Donald Gawthrop
Edward P. Klatte
Betsy Kramer
Sally Leatherbury
Betty Jo McDonald
Betty Partridge
Jean Patterson
Mary Martha Simpson
Mary Taylor Simpson
Lola Tucker
Mrs. Robert Travers
Helen Wages
Glenn Woodworth

Sculpture Donors
Christy and Brent Johnston
Raoul and Betty Barker
Ruth Rees Lashar
In loving memory of
George Lashar and
Warren Rees
Carol Fuller
William Barker
Joe and Stephanie Bender
Mt. Dora
Chamber of Commerce
DATE: September 15, 2015

TO: Mayor and City Council

VIA: Vincent Pastue, City Manager

FROM: Roy Hughes, Parks & Recreation Director

RE: 2015 Mount Dora Scottish Highland Festival

Recommendation: To approve the 2015 Mount Dora Scottish Highland Festival and Night for the Celt Concert and to designate the two day festival as a “city sponsored” event.

Requests:
- To close Edgerton Court on Friday, November 13th, 2015, from 5:00pm until 11:00pm for use of Elizabeth Evans Park for the Celtic Concert.
- To close the following streets on Saturday, November 14th, 2015 from 8:00am until 5:30pm for road closure at the locations: Charles and Tremain Street, as well as Liberty Avenue at Highpoint Drive for the Scottish Highland Festival at Gilbert Park.
- Please make note that Highpoint Drive will be accessible to vehicular traffic.
- The Boat Ramp will be accessible throughout the day.
- Place temporary “no parking” signs and barricades at the required road closure locations.
- To approve overnight use of a designated area of Gilbert Park by a Scottish Highlands Reenactment Groups on November 13th and 14th of 2015.

References:
- Event Application

Coordination:
City Manager
Finance
Fire
Parks & Recreation
Police
Public Works

City Budgetary Services:
- To have each City Department’s budget absorb the personnel resources for the festival.
Cost projections for City services are as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application fee</td>
<td>$75.</td>
</tr>
<tr>
<td>Police Department</td>
<td>$2,504</td>
</tr>
<tr>
<td>Fire Department</td>
<td>$500.</td>
</tr>
<tr>
<td>Electric</td>
<td>$-0-</td>
</tr>
<tr>
<td>Parks</td>
<td>$1,670</td>
</tr>
<tr>
<td>Public Works</td>
<td>$-0-</td>
</tr>
<tr>
<td>Code Compliance</td>
<td>$-0-</td>
</tr>
</tbody>
</table>

Total Cost Projection: $4,749.

Discussion:
This would mark the 3rd Annual Scottish Highland Festival at the location of Gilbert Park, Simpson Cove and Evans Park. Last year, the estimated visitor attendance was over 6,000 for the day event with a good amount of spectators for the Highland Athletics, Border Collies, live Music, Society/Clan Tents and a number of vendors. On Friday, November 13th the Scottish Highland Festival will kick off with the “Night for the Celt” concert taking place in Elizabeth Evans Park with a 7pm concert. The concert is a ticketed event and will feature Celtic and Traditional music of Albannach, Rathkeltair and the Breakers. On Saturday, beginning at 10am all attention will be on Gilbert Park and Simpson Cove for the Scottish Highland Festival till 5pm. Admission is free to public for Saturday’s Gathering at Gilbert Park and adjacent lakefront areas.

For Friday, November 13th there will be alcohol sales at Evans Park for the hours of 6pm to 10:00pm for the “Night for the Celt” concert, licensed by Pisces Rising. On Saturday, November 4th there will be one secured fenced location in Gilbert Park for alcohol sale and consumption which the City will receive a percentage of the revenues from the sales by Pisces Rising. Also, there will be a tented area reserved for Whisky Tastings in Gilbert Park. Individuals who participate in the whisky tastings are required to purchase a ticket.

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

The event’s budget expenses would be subsidized by sponsorship, vendors and ticket sales revenues for this event. The festival meets the desired criteria of a “city sponsored” event as the admission is free to the public, being city produced and promotes the cultural aspect of the Scottish heritage.
There would be one street closure on Friday, November 13\textsuperscript{th} and two (2) street closures on Saturday, November 14\textsuperscript{th} to establish the event areas that would require posted police officers.

Staff would also request the scheduling of (2) officers for overnight security of Gilbert Park on Friday, November 13\textsuperscript{th} to monitor Friday’s set up.

I respectfully submit for your consideration and approval the 2015 Mount Dora Scottish Highland Festival and Night for the Celt Concert and to designate the two day festival as a “city sponsored” event.

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

### 2015 Mount Dora Scottish Highland Festival

<table>
<thead>
<tr>
<th><strong>Type of Event:</strong></th>
<th>Concert and Festival</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Location of Event:</strong></td>
<td>Gilbert Park, Simpson Cove and Evans Park</td>
</tr>
</tbody>
</table>
| **Duration of Event:** | November 13, 2015; 6 pm - 10 pm (Evans Park only)  
Road Closure: 5pm and reopening at 11am.  
November 14, 2015; 10am-5pm (Gilbert Park/Simpson Cove)  
Road Closure: 8am and opening at 5:30pm. |
| **Special Hazards:** | Increased pedestrian traffic |
| **Barricaded streets:** | **Nov. 13th:**  
Edgerton Court from 5pm to 11pm.  
**Nov. 14th:**  
Charles Street at Tremain Street  
Liberty Avenue at Highpoint Drive  
Grandview Street at Liberty Avenue |
| **Designated one-way streets:** | N/A |
| **Detoured Traffic:** | N/A |
| **Manned Traffic Control Points:** | Liberty Avenue at Grandview Street  
Charles Street at Tremain Street  
Edgerton Court at Charles Street (Nov 13th only) |
| **Estimated pedestrian traffic:** | 6,500 |
| **Alcohol Sales:** | Evans Park; Friday, Nov. 13th (Pisces Rising)  
Gilbert Park; Saturday, Nov 14th (Pisces Rising)  
Gilbert Park; Saturday, Nov 14th (Whiskey Tasting tent) |
| **Special parking areas:** | None |
| **Estimated spectator population:** | 500 for the Friday night concert  
6,500 guests on Saturday. |
Mount Dora Parks & Recreation Department
Special Event Plan

Estimated participants:  
N/A

Anticipated crime problems:  
No specific problems anticipated.

Personnel requirements:  
Necessary Police and Fire Services for Public Safety

Designated no parking areas:  
Boat Trailer Parking (Only Boat Trailers allowed)

Event Parking:  
Baker and Tremain Street Parking Public lot  
Downtown Mount Dora Areas  
Handicap Parking available in lower level of Parking Garage on Friday night.

Coordination with City Departments:

Police:
Road Closures – Public Safety
(1) Edgerton Court/Charles Street (Friday night only)
(2) Evans Park (Alcohol service, Friday night only)

(1) Charles Street/Tremain Street
(1) Liberty Ave/Grandview Street
(1) Gilbert Park
(2) Gilbert Park (Alcohol service, Saturday)
(1) Code Enforcement
(1) Supervisor

Provide (2) Officers for Overnight Security on Friday, November 13\textsuperscript{th} at Gilbert Park.

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

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

Electric:
Park electricity along sidewalk and pavilions.
Mount Dora Parks & Recreation Department
Special Event Plan

Parks & Recreation:
(1) Parks Supervisor & (6) Staff Members
Treat event area for fire ants and tripping hazards.
Check bathroom’s supplies periodically throughout the day.

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

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

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

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

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

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

Name of Event: 3rd Annual Scottish Highland Festival – Celtic Concert

Facility / Location Requested: Elizabeth Evans Park

Event Date: Nov. 13, 2015  Event Hours: From 6:00 PM To 10:00 PM
Set-Up Date: Nov. 13, 2015  Set-Up Hours: From 9:00 AM To 6:00 PM
Break-Down Date: Nov. 13, 2015  Break-Down Hours: From 10:00 PM To 11:00 PM

Estimated Number of Participants: 15  Spectators: 500  Vehicles N/A  Vessels (for boating events only) N/A

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

Address: 900 N. Donnelly Street  Mount Dora  FL 32757

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

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

Secondary Contact Name: ___________________________  Phone: ___________________________  Email: ___________________________

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

Christopher Carson
Signature of Applicant

07/10/2015
Date

04.14.2015
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 $15-$20 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)
(Sponsor Name)

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

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 ______

Evans Park: Edgerton Court

Special Event Application, Permit Request  Page 2 of 5 04.09.2015
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.

Concert will take place at Elizabeth Evans Park. This will be a ticketed event with road
closure of Edgerton Court only. There will be alcohol sales coordinated and under the
catering license of Pisces Rising. Handicap parking will be make available in the lower
level of the parking garage located on Donnelly Street.

Please see attached event map.
**IF APPLYING AS A NON-PROFIT ORGANIZATION:**

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

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

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

**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

**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  

07/10/2015
CITY OF MOUNT DORA'S - SPECIAL EVENT PERMITTING PROCESS

1) Event application is submitted to the Special Event Coordinator for review and processing. Depending on the size and/or frequency of the event, the "sponsor" must allow a minimal period of one hundred and twenty (120) days for proper review and processing.

2) As part of the review of the application, the special event plan is either drafted or a current one is modified. The special event plan contains such details as road closures, anticipated attendance, parking and non-parking areas and staff's roles with responsibilities.

3) Consult with department's staff members from Police, Fire, Public Works and Parks regarding logistics and public safety, which includes:
   A. For new events, a preliminary meeting is scheduled with the police department to best coordinate proper staffing.
   B. A continuous review from public safety may still occur of areas that effect pedestrian and vehicular clearance.
   C. If sales of alcohol are requested, Chief of Police must sign off on acceptance of all proper documents (license, site map and insurance). Alcohol licensing and alcohol liability insurance must be received by the Event Coordinator within two (2) weeks following the submittal of event permit application. Failure to do so, the applicant will forfeit the opportunity to have alcohol sales.
   D. A list of food vendors and/or food trucks must be submitted from the applicant to satisfy the guidelines of the Health, Fire and Police Departments thirty (30) days prior to the event.
   E. Consider all impacts on residence and downtown merchant properties.
   F. Reviewing the electrical needs for the event.
   G. Communicate with Parks and Recreation Director on overall status of event preparation.

4) Meet with the City Manager to review public service expenses with request of approval.

5) Receive the general liability insurance policy, naming the City of Mount Dora as an additional insured sixty (60) days prior to the event date.

6) Send out invoice for Public Services invoices for event two (2) weeks prior the event.

7) Conduct a final event walk through with the event sponsor five (5) days prior to the event.

8) Execute the event.

9) Following the event, translate notes for further discussion and consideration of following year's event.

I have read and understand the City of Mount Dora Special Event Permitting Process.

Signature of Applicant

07/10/2015

Date

04.14.2015
ELIZABETH EVANS PARK

Friday, Nov. 13th; 6 —10 PM
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: 3rd Annual Scottish Highland Festival

Facility / Location Requested: Gilbert Park and Simpson Cove

Event Date: Nov. 14, 2015
Event Hours: From 10:00 AM To 5:00 PM

Set-Up Date: Nov. 13, 2015
Set-Up Hours: From 9:00 AM To 5:00 PM

Break-Down Date: Nov. 14, 2015
Break-Down Hours: From 5:00 PM To 7:00 PM

Estimated Number of Participants: 120
Spectators: 6,500
Vehicles N/A
Vessels (for boating events only) N/A

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

Address: 900 N. Donnelly Street
City: Mount Dora
State: FL
Zip Code: 32757

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

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

Second Contact Name: Phone: Email:

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

07/11/2015
Date

04.14.2015
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 X 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
 X Exhibit/Festival
 □ Reception
 □ Wedding
 □ Other

(Explain)

(Explain)

(Sponsor Name)

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

D. Are you bringing in any special equipment such as:
 □ Large trailers ( _____ lbs)
 □ Lighting
 X Sound equipment
 □ Tents
 □ Generator(s)
 X 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
 X Connection(s) for electric power
 X Audio Equipment
 □ Trash Cans / Barrels
 □ Special Event Garbage Boxes
 □ Security
 □ Streets/Avenues/Parks

Gilbert Park and Simpson Cove

Street Closures:
Tremain Street from tressel to Liberty Avenue.
Liberty Avenue from Grandview to Tremain Street
F. Please provide a detailed description of the Event and draw or attach a diagram and/or map of the proposed event site/layout/route. Ensure that you specify any requests for alcoholic beverages, street closures, pyrotechnics/fires, any city services you desire, etc.

Event will take place at Gilbert Park and Simpson Cove areas. There will be a Tartan parade within the event area (road closure) from the train tressel on Tremain Street to Gilbert Park at noon time, with line up at 11:30am. The events at the park sites will begin at 10am and conclude at 5pm. During the event the road closures will be Tremain Street from the corner of Charles to Liberty Avenue and Liberty Avenue to Grandview Street. Charles Street would be open for vehicular traffic and parking would be available at Edgerton Court. Also, the boat ramp will be accessible throughout the day and trailer parking will remain in the boat trailer lot.

Please see attached event map.
IF APPLYING AS A NON-PROFIT ORGANIZATION:

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

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

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

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:**

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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

**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
CITY OF MOUNT DORA'S - SPECIAL EVENT PERMITTING PROCESS

1) Event application is submitted to the Special Event Coordinator for review and processing. Depending on the size and/or frequency of the event, the "sponsor" must allow a minimal period of one hundred and twenty (120) days for proper review and processing.

2) As part of the review of the application, the special event plan is either drafted or a current one is modified. The special event plan contains such details as road closures, anticipated attendance, parking and non-parking areas and staff's roles with responsibilities.

3) Consult with department's staff members from Police, Fire, Public Works and Parks regarding logistics and public safety, which includes:
   A. For new events, a preliminary meeting is scheduled with the police department to best coordinate proper staffing.
   B. A continuous review from public safety may still occur of areas that effect pedestrian and vehicular clearance.
   C. If sales of alcohol are requested, Chief of Police must sign off on acceptance of all proper documents (license, site map and insurance). Alcohol licensing and alcohol liability insurance must be received by the Event Coordinator within two (2) weeks following the submittal of event permit application. Failure to do so, the applicant will forfeit the opportunity to have alcohol sales.
   D. A list of food vendors and/or food trucks must be submitted from the applicant to satisfy the guidelines of the Health, Fire and Police Departments thirty (30) days prior to the event.
   E. Consider all impacts on residence and downtown merchant properties.
   F. Reviewing the electrical needs for the event.
   G. Communicate with Parks and Recreation Director on overall status of event preparation.

4) Meet with the City Manager to review public service expenses with request of approval.

5) Receive the general liability insurance policy, naming the City of Mount Dora as an additional insured sixty (60) days prior to the event date.

6) Send out invoice for Public Services invoices for event two (2) weeks prior the event.

7) Conduct a final event walk through with the event sponsor five (5) days prior to the event.

8) Execute the event.

9) Following the event, translate notes for further discussion and consideration of following year's event.

I have read and understand the City of Mount Dora Special Event Permitting Process.

[Signature of Applicant]

[07/11/2015]

[Date]
2015 Mount Dora Scottish Highland Festival layout
For Gilbert Park/Simpson Cove Areas
Saturday, November 14th 10am-5pm

Grandview Street

Dogs/Sheep Exhibit Area
Playground Area
Parking Lot
Police Officer

Scottish Reenactment Group
Pavilion

Athletics Area

Vendors
Vendors

Alcohol Sales Tent

Entertainment—Music

Highpoint Road

BOAT TRAILER PARKING
HANDICAP PARKING

Tremain-
Street

Scottish Heritage Clan Village

Simpson Cove

Boat Launch

Palm Island Park
Special Event Departmental Costs

Event: 2015 Scottish Highland Festival & Friday Concert

Event Location/Time: Evans Park 6-10pm (Fri) & Gilbert Park/Simpson Cove; 10am-5pm (Sat)

Department: Police

<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>11/13/15</td>
<td>1745 – 2230</td>
<td>58</td>
<td>1-Supervisor for Friday Night Concert</td>
<td>CE1401</td>
<td>$159.60</td>
</tr>
<tr>
<td></td>
<td>1745 - 2230</td>
<td>55</td>
<td>3-Police Officers, inclusive of Code Enforcement</td>
<td></td>
<td>$418.95</td>
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<tr>
<td>11/13/15</td>
<td>1900 - 0700</td>
<td>55</td>
<td>2-Police Officers, Overnight Security for Festival at Gilbert Park.</td>
<td>CE1401</td>
<td>$705.60</td>
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<td>11/14/15</td>
<td>0945 - 1730</td>
<td>58</td>
<td>1-Supervisor for the Scottish Festival</td>
<td>CE1401</td>
<td>$260.40</td>
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<tr>
<td></td>
<td>0945 – 1730</td>
<td>55</td>
<td>3-Police Officers, inclusive of Code Enforcement</td>
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<td>$683.55</td>
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<tr>
<td></td>
<td>0945 – 1730</td>
<td>73</td>
<td>2-Event Staff Members</td>
<td></td>
<td>$276.68</td>
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<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,504.78</td>
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</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 September 7, 2015.

For submitting information and/or questions, please contact me at (352) 455-3171 or carsonc@cityofmountdora.com.
## Special Event Departmental Costs

**Event:** 2015 Scottish Highland Festival & Friday Concert  
**Event Location/Time:** Evans Park 6-10pm (Fri) & Gilbert Park/Simpson Cove; 10am-5pm (Sat)

**Department:** Fire Dept.  
**Submitted by/Contact info:**

<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>11/14/15</td>
<td>8:00-11:00</td>
<td>71</td>
<td>Fire Inspection – 3 hours</td>
<td>CE1401</td>
<td>88.20</td>
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<td>11/14/15</td>
<td>10:00-17:00</td>
<td>71</td>
<td>2 Firefighter – 7 hours</td>
<td>CE1401</td>
<td>411.60</td>
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</table>

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<th></th>
</tr>
</thead>
</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 September 7, 2015.

For submitting information and/or questions, please contact me at (352) 455-3171 or carsonc@cityofmountdora.com.
### Special Event Departmental Costs

**Event:** 2015 Scottish Highland Festival & Friday Concert  
**CE1401**

**Event Location/Time:** Evans Park 6-10pm (Fri) & Gilbert Park/Simpson Cove; 10am-5pm (Sat)

**Department:** Parks  
**Submitted by/Contact info:** Christopher 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>11/13/15</td>
<td>5pm – 11pm</td>
<td>73</td>
<td>2 – Parks Staff Members</td>
<td>CE1401</td>
<td>$214.20</td>
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<tr>
<td>11/14/15</td>
<td>7am – 6pm</td>
<td>76</td>
<td>Parks Supervisor</td>
<td>CE1401</td>
<td>$277.20</td>
</tr>
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<td></td>
<td>5pm – 11pm</td>
<td>73</td>
<td>6 – Parks Staff Members</td>
<td></td>
<td>$1,178.10</td>
</tr>
</tbody>
</table>

**Total:** $1,669.50

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
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- 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 September 7, 2015.

For submitting information and/or questions, please contact me at (352) 455-3171 or carsonc@cityofmountdora.com.
**CERTIFICATE OF LIABILITY INSURANCE**

This certificate is issued as a matter of information only and confers 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

**INSURED**

Pisces Rising, Inc.  
239 W Fourth Ave  
Mount Dora, FL 32757

**CONTACT**

Ze Garcia  
PHONE: (352) 383-4147  
FAX: (352) 383-8764  
E-MAIL: zee@merrillinsurance.com

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

**COVERAGE**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADD'LSUB</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td></td>
<td>B-112173</td>
<td>01/14/2015</td>
<td>01/14/2016</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

- **CLAIMS MADE**:  
  - EACH OCCURRENCE: $1,000,000  
  - DAMAGE TO RENTED PREMISES (Ex acuities): $300,000  
  - MED EXP (Any one person): $5,000  
  - PERSONAL & ADV INJURY: $1,000,000  
  - GENERAL AGGREGATE: $2,000,000  
  - PRODUCTS - COMPO/AGG: $1,000,000  
  - LIQUOR LIABILIT: $1,000,000

- **AUTOMOBILE LIABILITY**:  
  - ANY AUTO  
  - ALL OWNED AUTOS  
  - SCHEDULED AUTOS  
  - NON-OWNED AUTOS  
  - HIRED AUTOS

- **UMBRELLA LIABILITY**:  
  - OCCUR: $1,000,000

- **EXCESS LIABILITY**:  
  - CLAIMS MADE

**WORKERS COMPENSATION AND EMPLOYERS’ LIABILITY**

<table>
<thead>
<tr>
<th>Y/N</th>
<th>DESCRIPTION OF OPERATIONS BELOW</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

**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

City of Mount Dora  
1250 N Highland Street  
Mount Dora, FL 32757
DATE: September 15, 2015

TO: Mayor and City Council

FROM: Mike Sheppard, Finance Director

VIA: Vincent Pastue, City Manager

RE: Resolution 2015-23 - Sanitation Rate Decrease

**Recommendation:**
Staff recommends the adoption of the attached resolution 2015-23 setting the sanitation rates per the rate structure outlined in the contract with Waste Management, Inc. of Florida.

**Background/Information:**
The contract with Waste Management, Inc., calls for a rate adjustment each year. According to the contract the Consumer Price Index (CPI) for all urban customers in the south with populations of less than 50,000, will be the standard. The report is published by the United States Department of Labor, Department of labor Statistics. To provide consistency the month of April is utilized, which registered a decrease of 0.60%.

The other factor used in computing the total increase or decrease is the fuel cost. However, due to the volatility in the fuel cost no adjustments to the fuel cost will occur until the diesel fuel price exceeds $4.50 per gallon. Therefore, 0% is applied to fuel cost at this time.

The ratio of CPI to fuel for total operating cost is approximately 89.28% to 10.72%. The adjusted decrease for the coming year for the Waste Management portion of the bill will be a decrease of 0.54%.

No adjustment was made for City cost. The current charges will continue to cover the operating cost of the Sanitation Fund at this time.

The overall percentage reduction in residential cost is 0.34% or $0.07 per month. The new rate drops from $20.81 to $20.74 per month.

**Attachments:**
- Resolution
- Exhibit A - Rate Tables
- Exhibit B - CPI South Urban Series
- Exhibit C – No. 2 Diesel Lower Atlantic
## RESIDENTIAL AND MULTIFAMILY

<table>
<thead>
<tr>
<th>Description</th>
<th>Code</th>
<th>Current Rate</th>
<th>Revised Rate</th>
<th>$ Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Garbage Collection</td>
<td>CANS</td>
<td>7.60</td>
<td>7.56</td>
<td>(0.04)</td>
</tr>
<tr>
<td>Garbage Disposal</td>
<td>CANS</td>
<td>2.35</td>
<td>2.34</td>
<td>(0.01)</td>
</tr>
<tr>
<td>Garbage Total</td>
<td></td>
<td>9.95</td>
<td>9.90</td>
<td>(0.05)</td>
</tr>
<tr>
<td>Yard Waste Collection</td>
<td>CANS</td>
<td>2.44</td>
<td>2.44</td>
<td>-</td>
</tr>
<tr>
<td>Yard Waste Disposal</td>
<td>CANS</td>
<td>0.64</td>
<td>0.64</td>
<td>-</td>
</tr>
<tr>
<td>Yard Waste Total</td>
<td></td>
<td>3.08</td>
<td>3.08</td>
<td>-</td>
</tr>
<tr>
<td>Curbside Recycling</td>
<td>RECY</td>
<td>3.09</td>
<td>3.07</td>
<td>(0.02)</td>
</tr>
<tr>
<td>Recycling Bank</td>
<td>RECY</td>
<td>0.43</td>
<td>0.43</td>
<td>-</td>
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<tr>
<td>Payment to Waste Management</td>
<td></td>
<td>16.55</td>
<td>16.48</td>
<td>(0.07)</td>
</tr>
<tr>
<td>City Billing Charge</td>
<td>Included</td>
<td>1.71</td>
<td>1.62</td>
<td>(0.09)</td>
</tr>
<tr>
<td>Other City Fees</td>
<td></td>
<td>0.68</td>
<td>0.75</td>
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<tr>
<td>City Franchise Fee</td>
<td>Calculated</td>
<td>1.88</td>
<td>1.89</td>
<td>-</td>
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</table>

### TOTAL BILLING RATE

<table>
<thead>
<tr>
<th>Current Rate</th>
<th>Revised Rate</th>
<th>$ Increase</th>
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</thead>
<tbody>
<tr>
<td>20.81</td>
<td>20.74</td>
<td>(0.07)</td>
</tr>
</tbody>
</table>

### PERCENT INCREASE

-0.34%

## CALCULATION OF ACTUAL BILLING COST

### SERVICE AS OF 6/26/15

<table>
<thead>
<tr>
<th>Service</th>
<th>As of 6/26/15</th>
<th>Number of Accounts</th>
</tr>
</thead>
</table>

### CALCULATION OF COST PER BILL

<table>
<thead>
<tr>
<th>Service</th>
<th>As of 6/26/15</th>
<th>Number of Accounts</th>
</tr>
</thead>
</table>

### FACTORS

- 1.2 tons garbage per hh/yr
- 40.05 per ton garbage tipping
- 0.20 tons yard waste per hh/yr
- 40.00 per ton yard waste tipping
- 1.4% increase in collection
- 0% decrease in disposal
## Exhibit A

### Commercial (GN)

**Public Authority (PA)**

**Industrial (I)**

<table>
<thead>
<tr>
<th>Container</th>
<th># Size Code</th>
<th>Current Collection Rate</th>
<th>Current Disposal Rate</th>
<th>Current Billing Charge</th>
<th>Current Additional City Charge</th>
<th>Total City Charge</th>
<th>Current Franchise Fee</th>
<th>Current Total Amount</th>
<th>Proposed Collection Rate</th>
<th>Proposed Disposal Rate</th>
<th>Proposed Billing Charge</th>
<th>Proposed Additional City Charge</th>
<th>Proposed Total City Charge</th>
<th>Proposed Franchise Fee</th>
<th>Proposed Total Amount</th>
<th>$ Increase</th>
<th>% Increase</th>
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</thead>
<tbody>
<tr>
<td>Cars (PA)</td>
<td>CAN 8</td>
<td>10.27 6.10 1.71 0.66 2.37 1.89 20.81</td>
<td>10.21 6.10 1.62 0.75 2.37 1.87 20.56</td>
<td>-0.25%</td>
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<tr>
<td>Cars (I)</td>
<td>CAN 6</td>
<td>10.27 6.10 1.71 0.66 2.37 1.87 20.61</td>
<td>10.21 6.10 1.62 0.75 2.37 1.87 20.55</td>
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<tr>
<td>Cars (GN)</td>
<td>CANS 1</td>
<td>10.39 6.16 1.71 0.66 2.37 1.87 20.81</td>
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<tr>
<td>Cars (GN)</td>
<td>C 2</td>
<td>19.66 11.70 1.71 0.86 2.57 3.39 37.32</td>
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<tr>
<td>Cars (GN)</td>
<td>D 4</td>
<td>29.69 17.64 1.71 1.08 2.79 5.01 55.13</td>
<td>29.53 17.64 1.62 1.08 2.70 4.99 54.86</td>
<td>-0.27%</td>
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<tr>
<td>Cars (GN)</td>
<td>V 5</td>
<td>43.94 26.09 1.71 1.40 3.19 7.31 80.41</td>
<td>43.70 26.09 1.62 1.40 3.02 7.28 80.09</td>
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<tr>
<td>Cars (GN)</td>
<td>L 7</td>
<td>74.69 44.37 1.71 2.07 3.78 12.28 135.12</td>
<td>74.29 44.37 1.62 2.07 3.69 12.24 134.99</td>
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<tr>
<td>Cars (GN)</td>
<td>P 6</td>
<td>133.90 79.54 1.71 3.33 5.04 21.85 240.33</td>
<td>133.18 79.54 1.62 3.33 4.95 21.79 239.44</td>
<td>-0.39%</td>
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<tr>
<td>Cars (PA)</td>
<td>18 J 2</td>
<td>193.05 114.66 1.71 4.62 6.33 31.40 345.44</td>
<td>192.01 114.66 1.62 4.62 6.24 31.29 344.20</td>
<td>-1.24%</td>
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**New Rate Effective 11/1/14 Billing**

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<tr>
<th>Container</th>
<th># Size Code</th>
<th>Current Collection Rate</th>
<th>Current Disposal Rate</th>
<th>Current Billing Charge</th>
<th>Current Additional City Charge</th>
<th>Total City Charge</th>
<th>Current Franchise Fee</th>
<th>Current Total Amount</th>
<th>Proposed Collection Rate</th>
<th>Proposed Disposal Rate</th>
<th>Proposed Billing Charge</th>
<th>Proposed Additional City Charge</th>
<th>Proposed Total City Charge</th>
<th>Proposed Franchise Fee</th>
<th>Proposed Total Amount</th>
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<th>% Increase</th>
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</thead>
<tbody>
<tr>
<td>Cans (GN)</td>
<td>I CANS 1</td>
<td>10.27 6.10 1.71 0.66 2.37 1.89 20.81</td>
<td>10.21 6.10 1.62 0.75 2.37 1.87 20.56</td>
<td>-0.25%</td>
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<tr>
<td>Cans (I)</td>
<td>I CAN 6</td>
<td>10.27 6.10 1.71 0.66 2.37 1.87 20.61</td>
<td>10.21 6.10 1.62 0.75 2.37 1.87 20.55</td>
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<tr>
<td>Cans (GN)</td>
<td>I CANS 1</td>
<td>10.39 6.16 1.71 0.66 2.37 1.87 20.81</td>
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<tr>
<td>Cans (I)</td>
<td>C 2</td>
<td>19.66 11.70 1.71 0.86 2.57 3.39 37.32</td>
<td>19.55 11.70 1.62 0.86 2.48 3.37 37.10</td>
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</tr>
<tr>
<td>Cans (GN)</td>
<td>D 4</td>
<td>29.69 17.64 1.71 1.08 2.79 5.01 55.13</td>
<td>29.53 17.64 1.62 1.08 2.70 4.99 54.86</td>
<td>-0.27%</td>
<td></td>
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</tr>
<tr>
<td>Cans (GN)</td>
<td>V 5</td>
<td>43.94 26.09 1.71 1.40 3.19 7.31 80.41</td>
<td>43.70 26.09 1.62 1.40 3.02 7.28 80.09</td>
<td>-0.38%</td>
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<tr>
<td>Cans (GN)</td>
<td>L 7</td>
<td>74.69 44.37 1.71 2.07 3.78 12.28 135.12</td>
<td>74.29 44.37 1.62 2.07 3.69 12.24 134.99</td>
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<tr>
<td>Cans (GN)</td>
<td>P 6</td>
<td>133.90 79.54 1.71 3.33 5.04 21.85 240.33</td>
<td>133.18 79.54 1.62 3.33 4.95 21.79 239.44</td>
<td>-0.39%</td>
<td></td>
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<tr>
<td>Cars (PA)</td>
<td>18 J 2</td>
<td>193.05 114.66 1.71 4.62 6.33 31.40 345.44</td>
<td>192.01 114.66 1.62 4.62 6.24 31.29 344.20</td>
<td>-1.24%</td>
<td></td>
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</table>
## EXHIBIT A

### OTHER SERVICE CHARGES

<table>
<thead>
<tr>
<th>Description</th>
<th>Current Collection Rate</th>
<th>Current Disposal Rate</th>
<th>Current Franchise Fee</th>
<th>Current Total Charge</th>
<th>Proposed Collection Rate</th>
<th>Proposed Disposal Rate</th>
<th>Proposed Franchise Fee</th>
<th>Proposed Total Charge</th>
<th>$ Increase</th>
<th>% Increase</th>
</tr>
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<tbody>
<tr>
<td>EXTRA 2 YD PICKUP</td>
<td>14.15</td>
<td>15.40</td>
<td>2.36</td>
<td>32.51</td>
<td>14.07</td>
<td>15.40</td>
<td>2.36</td>
<td>32.32</td>
<td>(0.09)</td>
<td>-0.28%</td>
</tr>
<tr>
<td>EXTRA 3 YD PICKUP</td>
<td>18.87</td>
<td>20.34</td>
<td>3.90</td>
<td>42.91</td>
<td>18.57</td>
<td>20.34</td>
<td>3.89</td>
<td>42.86</td>
<td>(0.11)</td>
<td>-0.26%</td>
</tr>
<tr>
<td>EXTRA 4 YD PICKUP</td>
<td>24.90</td>
<td>27.10</td>
<td>5.20</td>
<td>57.20</td>
<td>24.77</td>
<td>27.10</td>
<td>5.19</td>
<td>57.06</td>
<td>(0.14)</td>
<td>-0.24%</td>
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<tr>
<td>EXTRA 5 YD PICKUP</td>
<td>37.33</td>
<td>40.66</td>
<td>7.80</td>
<td>85.79</td>
<td>37.13</td>
<td>40.66</td>
<td>7.78</td>
<td>85.51</td>
<td>(0.22)</td>
<td>-0.28%</td>
</tr>
<tr>
<td>EXTRA 6 YD PICKUP</td>
<td>49.78</td>
<td>54.22</td>
<td>10.40</td>
<td>114.40</td>
<td>49.51</td>
<td>54.22</td>
<td>10.37</td>
<td>114.10</td>
<td>(0.30)</td>
<td>-0.26%</td>
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<tr>
<td>EXTRA 10 YD PICKUP</td>
<td>62.23</td>
<td>67.77</td>
<td>13.00</td>
<td>143.00</td>
<td>61.89</td>
<td>67.77</td>
<td>12.97</td>
<td>142.86</td>
<td>(0.37)</td>
<td>-0.26%</td>
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### ROLL OFF CONTAINER OPEN TOP AND COMPACTOR SERVICES

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Current Delivery Charge</th>
<th>Current Monthly Rental</th>
<th>Current Per Load Charge</th>
<th>Current Franchise Per Load</th>
<th>Current Total Per Load</th>
<th>Proposed Delivery Charge</th>
<th>Proposed Monthly Rental</th>
<th>Proposed Per Load Charge</th>
<th>Proposed Franchise Per Load</th>
<th>Proposed Total Per Load</th>
<th>Comments</th>
<th>% Increase For Base Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 Cubic Yards</td>
<td>66.67</td>
<td>83.36</td>
<td>164.80</td>
<td>16.48</td>
<td>181.28</td>
<td>66.31</td>
<td>82.91</td>
<td>177.61</td>
<td>190.34</td>
<td>+ disposal</td>
<td>-0.04%</td>
<td></td>
</tr>
<tr>
<td>20 Cubic Yards</td>
<td>86.67</td>
<td>83.36</td>
<td>178.57</td>
<td>17.86</td>
<td>196.43</td>
<td>86.31</td>
<td>82.91</td>
<td>177.61</td>
<td>190.34</td>
<td>+ disposal</td>
<td>-0.04%</td>
<td></td>
</tr>
<tr>
<td>30 Cubic Yards</td>
<td>99.99</td>
<td>96.89</td>
<td>206.03</td>
<td>20.60</td>
<td>226.63</td>
<td>99.45</td>
<td>96.17</td>
<td>204.92</td>
<td>225.41</td>
<td>+ disposal</td>
<td>-0.04%</td>
<td></td>
</tr>
<tr>
<td>40 Cubic Yards</td>
<td>99.99</td>
<td>96.89</td>
<td>219.74</td>
<td>21.97</td>
<td>241.71</td>
<td>99.45</td>
<td>96.17</td>
<td>218.55</td>
<td>240.41</td>
<td>+ disposal</td>
<td>-0.04%</td>
<td></td>
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</table>
**Consumer Price Index - All Urban Consumers**

**Series Id:** CUUR0300SA0  
**Not Seasonally Adjusted**  
**Area:** South urban  
**Item:** All items  
**Base Period:** 1982-84=100

<table>
<thead>
<tr>
<th>Year</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Annual</th>
<th>HALF1</th>
<th>HALF2</th>
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<tr>
<td>2005</td>
<td>183.6</td>
<td>184.7</td>
<td>185.9</td>
<td>187.3</td>
<td>187.3</td>
<td>187.8</td>
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<td>189.4</td>
<td>192</td>
<td>192.5</td>
<td>190.7</td>
<td>190.1</td>
<td>188.3</td>
<td>186.1</td>
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<td>2006</td>
<td>191.5</td>
<td>191.8</td>
<td>192.8</td>
<td>194.7</td>
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<td>194.3</td>
<td>194.8</td>
<td>194.7</td>
<td>193.8</td>
<td>195.6</td>
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<td>2008</td>
<td>204.51</td>
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<td>212.387</td>
<td>212.65</td>
<td>210.108</td>
<td>205.59</td>
<td>203.501</td>
<td>208.681</td>
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<tr>
<td>2010</td>
<td>210.056</td>
<td>210.02</td>
<td>211.216</td>
<td>211.528</td>
<td>211.423</td>
<td>211.232</td>
<td>210.988</td>
<td>211.308</td>
<td>211.775</td>
<td>212.026</td>
<td>211.996</td>
<td>212.488</td>
<td>211.338</td>
<td>210.913</td>
<td>211.764</td>
</tr>
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</table>

CPI Change = -0.60%

(a) Commencing on the anniversary date of this Agreement, and each year thereafter, the rates shall be adjusted utilizing the indexing procedures provided for herein. The rates shall be adjusted on the basis of one hundred (100%) percent of any increase or decrease, not to exceed (5) five percent annually, in the cost of living as reported in the Consumer Price Index for all urban consumers (U. S. City average- 1984 = 100, all items, Bureau of Labor Statistics of the United States Department of Labor), (the "Index"). The new rates shall be calculated multiplying the existing rates by a fraction, the numerator of which shall be the index for the month of April prior to the effective date of October 1 and the denominator of which shall be the index for the month of April, in the previous year. If the Index becomes unavailable, a reasonable substitute, as prepared by the United States Department of Labor or comparable federal agency shall be used.

http://www.bls.gov/cpi/#data

Click on Multi Screen All Urban Consumers Series  
Not Seasonally Adjusted - Then Next Form  
0300 South Urban - Then Next Form  
Current - then Next Form  
SAO All Items - Then Next Form  
Monthly - then Next Form  
Then Click on Retrieve Data  
Use April to April
(b) In the event that the price of diesel fuel reaches $4.50 per gallon as determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE") website that reports average prices of diesel fuel for the "Lower Atlantic" United States the parties will adjust rates pursuant to the following methodology. The link to the DOE website is as follows: http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp. The date for this determination is April 1 of each year. Once the price of diesel fuel is determined the corresponding fuel cost modifier will be calculated pursuant to the Fuel Surcharge Table attached hereto as Attachment "C". The table shall be utilized to compute the increase or decrease in charges relating to the collection component of the rate. Fuel adjustments shall not be made to the disposal and franchise fee components. The adjusted rates shall be effective October 1 during such contract years that the diesel fuel price equals or exceeds $4.50 per gallon, the parties will utilize the following Consumer Price Index (that excludes energy costs) to make adjustments for changes to the Operator’s rates in Paragraph (a) above: Consumer Price Index for all urban consumers (U.S. City Average less energy. In the event that the price of diesel fuel on the calculation date drops below $4.50 per gallon, the annual rate modification calculation shall revert to the Consumer Price Index adjustment methodology set forth in Paragraph (a) above.

http://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMD_EPD2D_PTE_R1Z_DPG&f=M
DATE: September 15, 2015

TO: Mayor and City Council

FROM: Mike Sheppard, Finance Director

VIA: Vincent Pastue, City Manager

RE: Electric Rate Adjustments for Fiscal Year 2016

**Recommendation:** It is recommended that the City Council approve the attached resolution, which adjusts electric rates as of October 1, 2015.

**Background/Information:** The City reviews the sufficiency of the Power Cost Charge (PCC) portion of the electric rates every six months and annually for the non-power cost portion of the rates. Per the attached memo, Charles Revell has reviewed the current PCC rate and recommends a decrease from $0.07303 per kWh to $0.06520 per kWh, which is 10.7% lower.

The City has not raised base electric rates since October 2010. While inflation has been relatively mild during the last five years, material and equipment costs have continued to increase. It is recommended that the base electric rates be increased 4% based upon the Consumer Price Index during this period.

Taken together, the electric rate adjustments will reduce electric bills for City customers. The 10.7% decrease in the PCC portion of the electric bill more than offsets the 4% base rate increase. For a typical residential customer using 1,000 kWh, the monthly electric bill would decrease by $5.94, which represents 4.9% reduction from existing rates. More details are contained in the attached memo.

**Attachments:**
Charles Revell’s memo of September 15, 2015
Resolution and Exhibit A
DATE: September 15, 2015

TO: John Peters
    Director of Public Works and Utilities
    Mike Sheppard
    Finance Director

FROM: Charles F. Revell
    Electric Utility Manager

RE: Customer Bill Impacts from the October 2015 Electric Rate Adjustments

As requested, this memorandum summarizes the customer bill impacts that result from implementing the October 2015 electric rate adjustments. The rate changes consist of lowering the existing Power Cost Charge (PCC) from $0.07303 per kWh to $0.06520 per kWh and increasing base electric rates by 4%. The rate adjustments will become effective on customer bills rendered on and after October 1, 2015.

Power Cost Charges

The City recovers the cost of wholesale power purchased from Duke Energy through the Power Cost Charge (PCC), which is a separate charge on the customers' electric bills. The PCC is normally calculated for April 1 and October 1 and applies for the following six month period. The PCC formula has an automatic "true-up" feature that computes the $/kWh charge by comparing actual and projected power costs to the revenues that have been and will be collected. The City does not make a “profit” on the PCC – it is simply a billing mechanism to pass along actual purchased power costs to the City's electric customers.

The City's power costs have been higher due to the extended outage of the low-cost Crystal River #3 nuclear unit, which was taken off-line after the discovery of cracks in the containment building in late 2009. Progress Energy, now a subsidiary of Duke Energy, had an insurance policy from Nuclear Electric Insurance Limited (NEIL) to cover certain costs associated with damages or outages of Crystal River #3.

Since the City was a wholesale customer of Progress Energy and also incurred higher fuel costs, it was entitled to a pro-rata share of the initial NEIL payments. The City received a total of $323,740 of NEIL payments during 2010, in the form of credits on the monthly wholesale power bills from Progress Energy. These credits were used to reduce the PCC rates during this period to ensure that the City's electric customers received the full benefit of the initial NEIL payments.
On March 28, 2013, Progress Energy reached a final settlement agreement with NEIL for the remaining claims associated with the Crystal River #3 outage. Under the terms of the settlement agreement, NEIL agreed pay an additional $530 million to Progress Energy. As its share of the final settlement, the City received an additional NEIL payment of $806,331 on July 25, 2013.

In keeping with the same approach of passing along the full benefit to the City's electric customers, the City is reflecting the additional NEIL payment in future PCC calculations. City senior management determined that the $806,331 NEIL payment should be spread over the then remaining 42 month term of the Power Sales Agreement with Progress Energy, starting in July 2013 and ending in December 2016. The net effect will be to lower future PCCs, thereby reducing the bills for the City's electric customers.

Duke Energy announced in 2013 that Crystal River #3 will be retired. The City participated in settlement negotiations with Duke Energy and will receive a settlement of about $1.3 million in late 2015. Like the NEIL payment, the CR3 Settlement will be returned to the City’s electric customers through lower PCC charges beginning in January 2017 and extending to December 2020.

Projected fuel costs are a key factor in computing the PCC. Like most Florida utilities, Duke Energy relies on natural gas as its primary fuel to generate electric power. The significant expansion in natural gas supply due to fracking, coupled with stagnant demand, has depressed natural gas prices. The July 2015 fuel cost forecast from Duke Energy reflects lower gas prices.

The October 2015 PCC calculation incorporates the following assumptions: (i) monthly NEIL credits of $19,198.36 from October 2015 to April 2016, for a total credit of $115,190.16; (ii) actual and projected power costs and revenues; (iii) projected energy sales for Fiscal Year 2016; and (iv) the July 2015 fuel cost forecast from Duke Energy. The resulting October 2015 PCC is $0.06520 per kWh, which is 10.7% lower than the existing PCC of $0.07303 per kWh.

Base Rate Increase

The City has not raised base electric rates since October 2010. While inflation has been relatively mild during the last five years, material and equipment costs for the Electric Division have continued to increase. The electric utility remains in good financial condition, but the higher costs are beginning to have a negative impact on the income statement.

The Consumer Price Index has been an accepted benchmark for the City to adjust its utility rates. The table below shows the CPI data for the last four years:

<table>
<thead>
<tr>
<th>Year</th>
<th>CPI</th>
<th>Increase</th>
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<tbody>
<tr>
<td>2011</td>
<td>225.672</td>
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</tr>
<tr>
<td>2012</td>
<td>229.601</td>
<td>1.74%</td>
</tr>
<tr>
<td>2013</td>
<td>233.049</td>
<td>1.50%</td>
</tr>
<tr>
<td>2014</td>
<td>234.812</td>
<td>0.76%</td>
</tr>
<tr>
<td></td>
<td>Cumulative Increase 4.00%</td>
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</tr>
</tbody>
</table>

The cumulative increase of 4% should be adequate to maintain the good financial condition for the Electric Division. Implementation of the 4% base rate increase will generate approximately $159,500 of additional revenues in FY 2016.
Note that the 4% base rate increase will be implemented as “across-the-board” adjustments to the existing electric rate structures. In other words, each rate component (customer charge, energy charge, etc.) will be increased by 4%. Table 1 on Page 4 compares existing electric rates to the new rates that will become effective on October 1, 2015.

**Customer Bill Impacts**

The electric bills for City customers will be lower starting in October 2015 because the 10.7% decrease in the PCC more than offsets the 4% base rate increase. Table 2 on Page 5 shows the impact on typical monthly bills for City customers. The overall decreases for residential customers would range from -3.4% to -5.4%, with a typical customer using 1,000 kWh receiving an approximate -4.9% decrease. General Service customers would receive similar decreases, ranging from -4.7% to -7.4% depending on usage characteristics.

The City’s electric rates are expected to become even more competitive with the residential rates of other Florida utilities with the October 2015 changes. Charts 1 and 2 on Page 6 compare the monthly residential bills for the City and other Florida utilities for customers using 1,000 kWh and 2,500 kWh per month respectively. The City’s monthly residential bills under existing and proposed rates are shown in red. Data for the other Florida utilities is from the June 2015 FMEA Rate Comparison Report.

Chart 1 for a customer using 1,000 kWh shows that the City's residential electric bill with the October 2015 changes would be considerably lower than the surrounding electric utilities. At this typical usage level, the City’s residential bill would be 14.1% lower than Duke Energy, 8.7% lower than SECO, and 17.7% lower than Leesburg. Overall, the City’s residential electric bill would be lower than 22 of the utilities shown on the chart. Only 12 utilities in Florida would have lower electric rates based on this comparison.

Chart 2 for a customer using 2,500 kWh per month shows that the City's residential electric bill with the October 2015 changes would also compare favorability to other Florida utilities. At this higher usage level, the City’s residential bill would be 23.8% lower than Duke Energy, 12.9% lower than SECO, and 17.1% lower than Leesburg. Overall, the City’s residential electric bill with the October 2015 changes would be lower than 28 of the Florida electric utilities.
### Table 1

**Comparison of Existing and New Electric Rates Effective 10/1/15**

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Units</th>
<th>Existing Rates Effective 4/1/14</th>
<th>New Rates Effective 10/1/15</th>
<th>Higher/Lower</th>
</tr>
</thead>
<tbody>
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<td></td>
<td><strong>Residential Service</strong></td>
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<td></td>
<td></td>
<td></td>
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<td>1</td>
<td>Customer Charge - Single Phase or Three Phase</td>
<td>$/Month</td>
<td>8.61</td>
<td>8.95</td>
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<td></td>
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<td></td>
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<td>20.14</td>
<td>4.0%</td>
</tr>
<tr>
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<td>Demand Charge</td>
<td>$/kW-Mo</td>
<td>4.71</td>
<td>4.90</td>
<td>4.0%</td>
</tr>
<tr>
<td>8</td>
<td>Energy Charge</td>
<td>$/kWh</td>
<td>0.005381</td>
<td>0.005596</td>
<td>4.0%</td>
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<tr>
<td></td>
<td><strong>Public Street &amp; Highway Lighting Service</strong></td>
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<td></td>
<td></td>
<td></td>
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<td>10.58</td>
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<td>13.15</td>
<td>4.0%</td>
</tr>
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<td>14</td>
<td>400 Watt High Pressure Sodium - Palm Island</td>
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<td>21.27</td>
<td>4.0%</td>
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<td><strong>Private Area Lighting Service</strong></td>
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<td></td>
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<tr>
<td>15</td>
<td>100 Watt High Pressure Sodium</td>
<td>$/Month</td>
<td>11.09</td>
<td>11.53</td>
<td>4.0%</td>
</tr>
<tr>
<td></td>
<td><strong>Power Cost</strong></td>
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<td></td>
</tr>
<tr>
<td>16</td>
<td>Power Cost Charge (PCC)(^{(1)})</td>
<td>$/kWh</td>
<td>0.073030</td>
<td>0.065200</td>
<td>-10.7%</td>
</tr>
</tbody>
</table>

\(^{(1)}\) Existing PCC went into effect 4/1/14. October 2015 PCC based on most recent fuel cost projections from Duke Energy.
Table 2
Mount Dora Electric Bill Comparisons
Impact of October 2015 PCC and 4% Base Rate Increase

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Type of Customer and Monthly Usage</th>
<th>Monthly Electric Bill</th>
<th>Higher/(Lower) than Existing Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Existing Rates(1)</td>
<td>Proposed Rates(2)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>($)</td>
<td>($)</td>
</tr>
<tr>
<td>1</td>
<td>Power Cost Charge - $/kWh</td>
<td>0.07303</td>
<td>0.06520</td>
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<tr>
<td>2</td>
<td>Residential Customer - 250 kWh</td>
<td>36.55</td>
<td>35.32</td>
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<tr>
<td>3</td>
<td>Residential Customer - 500</td>
<td>64.50</td>
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<td>4</td>
<td>Residential Customer - 750</td>
<td>92.44</td>
<td>88.07</td>
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<tr>
<td>5</td>
<td>Residential Customer - 1000</td>
<td>120.38</td>
<td>114.44</td>
</tr>
<tr>
<td>6</td>
<td>Residential Customer - 1250</td>
<td>148.32</td>
<td>140.81</td>
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<tr>
<td>7</td>
<td>Residential Customer - 1500</td>
<td>176.27</td>
<td>167.18</td>
</tr>
<tr>
<td>8</td>
<td>Residential Customer - 2000</td>
<td>232.15</td>
<td>219.93</td>
</tr>
<tr>
<td>9</td>
<td>Residential Customer - 2500</td>
<td>288.04</td>
<td>272.67</td>
</tr>
<tr>
<td>10</td>
<td>Residential Customer - 3000</td>
<td>343.92</td>
<td>325.42</td>
</tr>
<tr>
<td>11</td>
<td>General Service - Non Demand - GS</td>
<td>92.44</td>
<td>88.07</td>
</tr>
<tr>
<td>12</td>
<td>General Service - Non Demand - GS</td>
<td>120.38</td>
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<tr>
<td>16</td>
<td>General Service - Non Demand - GS</td>
<td>679.23</td>
<td>641.88</td>
</tr>
<tr>
<td>17</td>
<td>General Service - Demand - GSD</td>
<td>1,548.79</td>
<td>1,449.58</td>
</tr>
<tr>
<td>18</td>
<td>General Service - Demand - GSD</td>
<td>1,940.84</td>
<td>1,803.56</td>
</tr>
<tr>
<td>19</td>
<td>General Service - Demand - GSD</td>
<td>3,078.20</td>
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<td>20</td>
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<td>3,862.31</td>
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<td>21</td>
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<td>6,137.03</td>
<td>5,737.90</td>
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<td>7,705.25</td>
<td>7,153.82</td>
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<tr>
<td>23</td>
<td>General Service - Demand - GSD</td>
<td>10,215.47</td>
<td>9,549.74</td>
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<tr>
<td>24</td>
<td>General Service - Demand - GSD</td>
<td>14,136.02</td>
<td>13,089.54</td>
</tr>
</tbody>
</table>

(1) Based on existing Mount Dora rates and April 2014 PCC. Excludes taxes.
(2) Based on 4% increase in Mount Dora base rates and October 2015 PCC. Excludes taxes.
Chart 1

Monthly Bill Comparisons - Residential Customer using 1,000 kWh
Under Existing and Proposed Mount Dora Rates

Note 1 - From June 2015 FMEA Rate Comparison Report. All amounts exclude applicable taxes and fees. Duke Energy & SECO include 6% franchise fee.

Note 2 - Proposed Mount Dora rates effective 10/1/15 and reflect a 4% increase in base rates and the October 2015 Power Cost Charge.

Chart 2

Monthly Bill Comparisons - Residential Customer using 2,500 kWh
Under Existing and Proposed Mount Dora Rates

Note 1 - From June 2015 FMEA Rate Comparison Report. All amounts exclude applicable taxes and fees. Duke Energy & SECO include 6% franchise fee.

Note 2 - Proposed Mount Dora rates effective 10/1/15 and reflect a 4% increase in base rates and the October 2015 Power Cost Charge.
RESOLUTION NO. 2015-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO ELECTRIC UTILITY RATES; PROVIDING FOR INCREASED ELECTRIC RATE CHARGES; PROVIDING FOR A REDUCED POWER COST CHARGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora has prepared the 2015-16 Budget for the Electric Fund, which includes a base rate increase; and

WHEREAS, the staff of the City of Mount Dora has determined that the Power Cost Charge of the rate structure should be reduced to recover projected power costs.

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

SECTION 1. The Electric rate charges and rate structures are hereby established and adopted as set forth in Exhibit A attached hereto.

SECTION 2. This resolution shall take effect on October 1, 2015 after its passage.

PASSED AND RESOLVED this 15th day of September, 2015, by the City Council of the City of Mount Dora, Florida.

CITY OF MOUNT DORA

By: ________________________________
    Cathy Hoechst, Mayor

ATTEST:

By: ________________________________
    Gwen Keough-Johns, City Clerk
## EXHIBIT A

### COMPARISON OF EXISTING AND NEW RATES EFFECTIVE 10/1/15

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Units</th>
<th>Effective 4/1/14</th>
<th>Effective 10/1/15</th>
<th>Higher/Lower (Lower)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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(1) Existing PCC went into effect 4/1/14. October 2015 PCC based on most recent fuel cost projections from Duke Energy.
TO: Mayor and City Council
FROM: Vincent Pastue, City Manager
DATE: September 15, 2015
SUBJECT: Consideration to Approve Use of Fourth Avenue Docks for Seaplane Operation

Recommendation:

Move to approve agreement with JB SPB, Inc. d.b.a. Jones Brothers Air and Seaplane Adventures for the use of the Fourth Avenue Docks for their seaplane operations.

Background/Information:

City Administration is recommending City Council approval of an agreement with JB SPB, Inc. d.b.a. Jones Brothers Air and Seaplane Adventures for the use of the Fourth Avenue Docks as part of their seaplane operations. Jones Brothers currently operates at the Mount Dora Marina and works in conjunction with the Lakeside Inn. The City was approached regarding the use of the docks given that it has the potential for greater utilization and that it is easily visible and accessible for possible seaplane customers. The City’s interest is that it would provide a modest amount of revenue but also may create additional tourism benefitting the Downtown.

Listed below are major items contained in the agreement. The Rusty Anchor lease agreement was the foundation for this agreement with changes reflecting the differences in operation. The agreement has been reviewed by the City Attorney.

1. Term - One year subject to annual renewals. There is a 90-day termination clause without cause.

2. Monthly Rent - $150. Recognizing this is a relatively low amount, Jones Brothers will provide the City logo and contact information on its 8.5” x 11” written advertisements and on their website.

3. Use – To embark and debark passengers at either end of the dock. They will have a temporary kiosk under the covered area to sell tickets which will be removed by the close of business each day.

4. Hours of Operation – 8:00 a.m. to dusk
5. Indemnification – The agreement has standard indemnification language as drafted by the City Attorney. The liability limits have been reviewed by the City’s risk carrier and specified a $5,000,000 aggregate along with a certificate of insurance naming the City as additional insured. Jones Brother has requested that this amount be reduced to $3,000,000 since it added another $2,400 per year to their policy and another community they operate has a lesser aggregate limit. More information will be provided at the City Council meeting.

6. Other – The remainder of the agreement contains provisions regarding maintenance of the premise, premise security, alterations, contact and notice provisions, and other standard language dealing with severability and governing jurisdictions.

**Attachments:**

1. Lease Agreement
LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter “Lease”) made and entered into this __________ day of ______________, 2015 by and between THE CITY OF MOUNT DORA (hereinafter “Lessor”), and JB SPB, Inc. d.b.a. Jones Brothers Air and Seaplane Adventures (hereinafter “Lessee”), a Florida corporation with its principal address located at 150 East Ruby Street, Tavares, FL 32778.

WITNESSETH:

Lessor owns the City Docks at Fourth Avenue on Lake Dora in Mount Dora, Florida, 32757. Lessor supports the commercial lease of designated public dock facilities to enhance tourism and downtown visitations for economic benefit.

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

1. PROPERTY. The property subject to this Lease consists of one slip located on City of Mount Dora property commonly identified as the City Docks at Fourth Avenue on Lake Dora. The dock and slip (the “Premises”) are shown in Exhibit “A” attached hereto to this Lease.

2. TERM. The term of this Lease shall commence on October 1, 2015 and shall continue per the provisions of this Lease until September 30, 2016. This term may be extended for one (1) additional year upon the written consent of the Owner of JB SPB, Inc. and the City Manager of the City of Mount Dora provided that no other provisions of this Lease have changed.

3. RENT. Lessee shall pay to Lessor rent of One Hundred and Fifty Dollars ($150.00) per month for the use of the Premises, plus any applicable sales or other taxes levied on such rental payments. Such taxes shall be due in advance upon the execution of this Lease, and prior to occupancy by Lessee. Rent is due on the first day of each month.

The Lessee acknowledges that the monthly rental rate is low relative to comparable facilities. The Lessor is willing to accept a lower monthly rental rate with the understanding that the seaplane operation will generate additional tourism to Downtown Mount Dora, and upon the condition that the Lessee will include in their written 8.5” x 11” promotional material and on any electronic media a business card sized advertisement with the City of Mount Dora’s official logo and important contact
information, as provided by Lessor. Nothing herein shall be construed to create a partnership relationship with Lessor and Lessee in any way.

4. USE. Lessee shall use the Premises as an embarkation and debarkation area for Lessee’s sea planes, for the sale of tickets, for customer services, and for operation of its sea plane business. Lessee shall perform its services in a manner sensitive to the residents who live along Lake Dora and the Lake’s natural habitat. The conduct and performance of Lessee and his agents or employees shall be professional and courteous at all times of operation. Lessee’s services shall be provided on a fair, equal, and not unjustly discriminatory basis to all customers thereof, and it shall charge fair, reasonable and not unjustly discriminatory prices for said services provided that discounts for volume purchasers are allowed. No other use shall be made of the Premises without prior, written consent of Lessor. Lessee shall not allow residency aboard any plane moored on the Premises covered by this Lease.

Lessee will at all times meet all state and federal requirements to operate a commercial sea plane business from the Premises and provide proof thereof to Lessor prior to the execution of this Lease and thereafter at any time upon request of Lessor.

If the sea plane landing lane currently owned by Lakeside Inn and/or any other facility necessary for the operation of Lessee’s business becomes unavailable, whether such unavailability is beyond Lessee’s control or not, and whether such facility is or is not otherwise subject to the terms of this Lease, then Lessee will cease operations immediately until an alternative facility becomes available that is acceptable to Lessor.

Lessee may place a sign no larger than 48” x18” at the direction of Lessor at the entrance of the Premises. Lessee may locate a temporary kiosk for ticket sales at the direction of Lessor under the covered portion of the Premises which Lessee will remove each day after Lessee closes its operations.

5. HOURS OF OPERATION. The Lessee shall not start the engines of any sea plane before 8:00 a.m. and shall have the sea plane properly moored by dusk.

6. UTILITIES. All utilities serving the Premises, including but not limited to electricity, water, sanitation, sewer, telephone and other communications, and other such utilities and services that are attributable to the operation of the prescribed us in the Lease shall be secured and paid for by the Lessee, who shall hold Lessor harmless from any loss or damage, including attorney fees, arising out of failure by Lessee to pay all utility charges when due. Current projections for operations do not anticipate any usage by Lessee.

7. INSURANCE. Lessee will purchase and provide general liability insurance to insure the property against damage by fire, bodily injury and other casualties occurring on the
Premises. All insurance coverage will be with an insurer approved by Lessor and licensed
by the State of Florida to engage in the business of writing insurance. Lessee shall name
Lessor on the insurance policy as “additional name insured.” Lessee will furnish to
Lessor proof of all required insurance prior to execution of the Lease Agreement. The
general liability insurance shall have minimum limitations of coverage of Five Million
Dollars ($5,000,000) per occurrence combined single limit for bodily injury liability and
property damage liability. Lessee will provide to Lessor written notice of cancellation or
reduction in coverage of any policy in which Lessor is named as an additional insured no
less than thirty (30) days in advance of such cancellation or reduction. Lessee is
responsible for insuring all of Lessee’s personal property on the Premises.

8. MAINTENANCE. Lessee will keep the Premises in a clean and sightly condition at all
times to the satisfaction of Lessor and so that no litter or other debris associated with said
operations or use is visibly present. Lessee shall bear the expense of repairing any
damage or destruction caused by Lessee, its agents, employees, patrons and customers,
clients, or others on the Premises at the behest of the Lessee. Lessee will not perform any
major work or outfitting, painting, sandblasting or welding on plane moored at said
Premises unless it is an emergency situation approved by Lessor.

Lessee will apply best management practices for Moorage Maintenance at leased facility
when undertaking maintenance activities which include, but are not limited to:

i. Discharge of oily or dirty bilge water.
ii. Discharge or disposal of used oil, antifreeze, paint solvents, varnishes or
   batteries on the Premises, either in or out of the water.
iii. Ensuring that any equipment, gear, fuel or other items are not left
   unattended on the docks; and that such items are promptly stored
   appropriately.

9. ALCOHOLIC BEVERAGES. Lessee will not permit alcoholic beverages to be sold,
served, or consumed upon the leased Premises unless approved by Lessor.

10. ENTRY AND INSPECTION. Lessor, its representatives, contractors and employees shall
at all times have free access to the Premises for purposes necessary, incidental to or
connected with the performance or exercise of the City’s governmental functions. In
addition, at any reasonable time, Lessor may enter the leased Premises personally or
through a designated agent and conduct an inspection to determine if Lessee is complying
with the provisions of this Lease. If such inspection reveals deficiencies, Lessor may, but
shall not be obligated to, make such repairs or take any other action, as may be necessary
to bring Lessee into compliance and recover the costs thereof from Lessee. The parties
acknowledge that associated costs shall be considered additional rent due immediately from Lessee; failure by Lessee to pay these sums shall be grounds for termination of this Lease.

11. ALTERATIONS AND IMPROVEMENTS. No alterations or improvements to the Premises shall be made by Lessee, nor shall any signs or kiosks be erected, unless Lessor has reviewed the plans and given its written consent before commencement of any such work. All work completed at Lessee’s request shall conform to applicable codes and be performed by licensed and bonded contractors. Lessee has no power or authority to subject the Lessor’s interest in the Premises to liens of any kind against Lessor’s interest during this Lease. If any third party files a lien, Lessee, either by payment of bond will release Lessor’s interest from the legal effect of such lien. In such an event, all alterations or improvements on the Premises shall become the property of the Lessor.

12. INDEMNITY. Lessee hereby covenants and agrees to indemnify and hold harmless Lessor, its board members, employees, consultants, attorneys and/or agents (collectively the “City Related Parties,”) from and against all liability, losses or damages, including attorneys’ fees and costs, at both the trial and appellate levels, which Lessor and/or the City Related Parties may suffer as a result of claims, demands, suits, causes of actions or proceeding of any kind or nature arise out of, relating to or resulting from the performance or non-performance of this Lease by the Lessee or its employees, agents, servants, partners, principals or subcontractors. The Lessee shall pay all claims and losses and shall investigate and defend (with legal counsel acceptable to Lessor) all claims, suits or actions of any kind or nature in the name of Lessor where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney’s fees and costs which may issue. Nothing herein shall be construed as a waiver by Lessor of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

13. COMPLIANCE WITH LAWS. The right is hereby reserved by Lessor to adopt, in addition to the provisions herein contained within this Lease Agreement and existing applicable ordinances, any additional regulations as it shall find necessary in the exercise or its powers. Lessee shall conduct all operations hereunder in compliance with all applicable laws, and shall not permit any violations of law to remain upon said Premises.

14. SECURITY. The Lessee recognizes that this is an unsecured municipal dock and that there is no duty on the part of the Lessor to provide security.

15. SUBLEASE/ASSIGNMENT. This Lease shall not be subleased or assigned by Lessee without the prior written consent from Lessor.
16. **NOTICE** As required for any purpose in this agreement, notice shall be addressed and sent by certified U.S. Mail, return receipt requested to:

**Lessor:**
City Manager  
City of Mount Dora  
P.O. Box 176  
Mount Dora, FL 32757

**Lessee:**
JB SPB, Inc.  
150 East Ruby Street  
Tavares, FL 32778

17. **DAMAGE BY LESSEE OR BY FIRE AND CASUALTY.** In the event the Premises are damaged by fire or other casualty, not caused by the negligent or deliberate acts of Lessee, its agents, employees or guests, Lessor may elect to repair the damage within a reasonable time or in the alternative at its sole option elect to terminate this Lease. If Lessor elects to terminate this Lease under such conditions, any insurance proceeds payable due to fire or other causality become the sole property of the Lessor. If the Premises are damaged by the intentional or negligent acts or omissions of the Lessee or any of its agents, employees or guests, Lessee shall be obligated to restore the Premises within a reasonable time at Lessee’s expense.

18. **DEFAULT AND TERMINATION.** The failure of Lessee to perform the services contemplated hereunder in a proper manner or to comply with any of the terms of this agreement shall be grounds for immediate termination of this agreement. In the event of a default by Lessee under this Lease Agreement which default continues longer than seven (7) days after the giving of written notice to Lessee by Lessor demanding that the default be cured, Lessor may terminate this Lease and resume possession of the premise immediately, or at its option Lessor may take such action and expend such sums as may be necessary to cure the default and charge it to the Lessee. It is acknowledged that failure of Lessee to surrender to the Lessor of the Premises after termination will cause Lessor to incur substantial economic damages and losses of types and in amounts that are impossible to calculate and ascertain with certainly and that liquidated damages represent fair, reasonable, and appropriate estimate thereof. Accordingly, Lessee shall pay to Lessor liquidated damages of fifty dollars ($50.00) per day for each day or portion thereof that Lessee fails to surrender possession of the Premises to Lessor in accordance with this Lease Agreement after termination thereof. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty. Lessor shall also be entitled to recovery of all attorney fees and costs associated with said default. In the event that Lessee files a protest of the Lessor’s notice of default within
seven (7) days of receipt of said notice, the City Council shall schedule a meeting to
determine the reasonableness of Lessor’s declaration of default and make a decision that
shall be considered final and binding to the parties.

19. TERMINATION WITHOUT CAUSE. Either party may terminate this agreement
without cause by providing to the other ninety (90) days advance notice in writing.

20. REMEDIES CUMULATIVE. Lessor’s remedies under this Lease are cumulative, and no
one remedy shall be exclusive, in law or equity, of any other rights which Lessor may
have, and the exercise of one right or remedy shall not impair Lessor’s standing to
exercise any other right or remedy.

21. COSTS AND FEES. In the event it is necessary for Lessor to employ counsel to enforce
the obligations of Lessee hereunder, then Lessee shall reimburse Lessor for reasonable
attorney fees so incurred, whether or not suit is filed; and if a legal action commenced by
either party, then at the conclusion of such action the prevailing party shall be entitled to
recover its reasonable costs and attorney fees, in addition to any other relief granted.

22. GOVERNING LAW. This Lease shall be applied and construed in accordance with the
Laws of Florida. Venue for any action hereunder shall be in Lake County, Florida. The
courts of the State of Florida shall have jurisdiction to hear and decide any and all
disputes which arise under this Lease.

23. MODIFICATION. This Lease Agreement may not be amended in any manner
whatsoever, other than by written instrument signed by all parties hereto.

24. BINDING EFFECT. This Lease shall be binding on, and inure to the benefit of, not only
Lessor and Lessee, but also their respective successors and assigns.

25. SEVERABILITY. If any provision hereof is declared invalid or unenforceable, it shall be
served from this Lease Agreement and the remainder of the Lease Agreement shall
continue in full force as if executed originally without the invalid portion.

26. ENTIRETY OF AGREEMENT. This Lease Agreement sets forth the entire agreement of
the parties; it takes precedence over all prior representations, negotiations and
agreements, whether oral or written, which are deemed to have merged into this Lease
and have been extinguished to the extent not set forth specifically herein.
IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Lease on the day and year first above written.

LESSOR: City of Mount Dora, Florida  LESSEE: JB SPB, Inc.

By: ____________________________  By: ____________________________
Catherine T. Hoechst, Mayor

Attest:

________________________________
Gwen Johns, City Clerk
DATE: September 15, 2015

TO: Mayor and City Council

FROM: Mark Reggentin, Deputy City Manager

VIA: Vincent Pastue, City Manager

RE: Innovation District Land Use Policy

**Recommendation:**
Staff recommends consideration of amendment to the Comprehensive Plan policy addressing residential uses within the Innovation District.

**References/Support:**
Policy 4.g.12 City of Mount Dora Comprehensive Plan
Conceptual Land Use Plan - Innovation District

**Background/Information:**
In 2004, understanding the potential positive impacts of the construction of the Wekiva Parkway, the city and county worked together to develop plans for a center of employment in East Lake County. Economic analysis provided through working with the consulting team for the Wekiva Commission, it was clear that there was a huge potential for non-residential growth at the northern terminus of the expressway within the Mount Dora/Lake County Joint Planning Area near Round Lake Road. It was also made clear that unless the city and county put land use controls in place that preserved the land for non-residential, job creating uses, residential development would take place similar to the development that has occurred on the east and west ends of the 408 Expressway in Orange, Seminole and south Lake County. The Wolf Branch Innovation District is intended to be an economic driver which allows for the creation of jobs, enhancement of the tax base, and increase non-residential utility customers while putting limited demand on services.

Based upon this analysis, both the city and county amended their comprehensive plans to limit the potential for residential development in this area. The county addressed the issue by prohibiting residential uses; the city severely limited residential development by requiring commercial uses to be constructed before considering home or apartment construction and capping the number of units based upon the size of the commercial uses. The theory was to
allow limited residential uses which provide work force housing for employees working in the Innovation District.

As you may recall, recently a developer of certain lands within the Lake County/Mount Dora Joint Planning Area, and more specifically the Wolf Branch Innovation District, approached the city and county with a development proposal that included a project which was a mix of commercial, office, industrial, public and residential uses. As part of this proposal, the developer donated a 20 acre tract to Lake Sumter State College. This proposal included extensive development of residential property within the Innovation District that was inconsistent with both the city and county comprehensive plans. It was the applicant’s intent to propose changes to both comprehensive plans to allow residential development prior to the development of the commercial, office and industrial uses which are the desired uses of the city and county. Additionally, they were requesting significantly larger numbers of homes on larger tracts of land than contemplated in either plan. These proposals were of some concern to the city as they did not fulfill the intent of the Innovation District concept and were met with public criticism. Subsequently, the applicant withdrew the request.

On September 10, we were notified by the county that the developer had made application to the county to amend their comprehensive plan to remove the prohibition of residential uses within the Innovation District. Although this will make their plans consistent with the city’s, it will open the door to additional requests for residential development as noted above. It should be noted that one of the conditions of the donation of the property to Lake Sumter State College was that the developer’s plans would be approved. These plans included more residential development than allowed in either comprehensive plan. Based upon this and discussions with the developer, it seems clear that additional residential requests are forthcoming if this amendment is approved.

Since we now have been made aware of the intentions of this developer, there are a few options that could be considered. First, if the Council is comfortable with the allowance of residential uses, we can support the amendment of the County’s Comprehensive Plan. If you are not comfortable with the changes, we could object to the amendment. This however could be difficult as the amendment would provide consistency between the city and county plans.

Alternatively, the city could amend our plan to prohibit residential development within the Innovation District. This would do two things. First, it would bring consistency between the city and county plans without the county having to take action. Secondly, it would allow the city to potentially consider residential uses within the Innovation District, but only as a part of a PUD. Under the terms of our PUD ordinance up to 25% of a non-residential PUD can be considered for residential uses. This provides the city with maximum flexibility to consider residential uses in terms of compatibility of uses, location, density, architectural style, timing, land area consumed, etc. Based on these factors the city can determine appropriateness of residential uses.
(11) **Residential Professional/Office:** This category is established to provide areas where existing residential structures can be utilized for office use and not adversely affect adjacent property owners or traffic patterns. The district would generally be found in transitional neighborhoods along major roads and adjacent to commercial areas to provide a transition to adjacent residential areas. Permitted uses include single family residential uses, duplex residential uses (not to exceed 6 units/acre). Conversion of existing residential structures to professional offices, personal service establishments and adult living facilities shall be allowed with a Conditional Use Permit. Construction of new structures to be used for professional offices, personal service establishments and adult living facilities shall be of an appropriate size and scale to enhance the residential nature of the district. Educational facilities shall not be allowed in this district. Height is limited to 35 feet (25 feet within 100 feet of Lake Dora). Impervious surface ratio is 0.80.

(12) **Employment Center:** This category provides for a variety of office uses, light industrial, and limited commercial uses that support office uses. This category is intended to accommodate office development which exhibits a high level of site and building amenities to include extensive landscaping, plazas and pedestrian/employee-friendly gathering areas, central building entrances, enhanced building and site security features, and accessory uses included within the building footprint. This Future Land Use Category shall be located on collector and arterial roadways to minimize traffic on local streets and to provide convenient access to transit facilities, and should be located in proximity to urban residential uses. With the exception of hotels and motels, no more than twenty percent (20%) of the floor area shall be allocated to commercial uses. Only commercial uses that support this category shall be permitted, such as restaurants, cafes, associated retail/wholesale, daycares or shops located within an office park or office building. Office parks may utilize these allocations within the boundary of the park. It is the express intent of this provision to restrict highway-oriented commercial uses. Developments within this Category are not subject to Commercial Location Criteria. Zoning applications within the Employment Center Future Land Use Category must be accompanied by a site/master plan as set forth in the Land Development Regulations. Such plans shall address, at a minimum, buffering, setbacks, lighting and building height, to ensure compatibility with adjacent uses. Design standards shall be provided in the Land Development Regulations that ensure that office development is compatible with adjoining properties. Standards shall include, but not be limited to, building style, design and scale; exterior building materials; roof design and construction; building size and placement; site furnishings; fences and entrance features; and the size and location of service areas. Projects shall be designed with a minimum of fifteen percent (15%) of the net buildable area as open space. A floor area ratio of up to a maximum 3.0 will be allowed. The maximum Impervious Surface Ratio shall be 0.75.

Limited residential use may be allowed in mixed-use office/commercial buildings or as stand-alone multi-family units as part of a mixed development. Single-family dwellings shall not be allowed. Multi-family residential development shall be constructed only or simultaneously with construction of non-residential uses. The total number of multi-family dwelling units shall be no more than one (1) unit per 10,000 square feet of gross floor area of non-residential space and the allowed FAR shall not be applied to such residential areas.
Typical Uses Include:

- General office, including: services, finance, insurance and real estate;
- Limited commercial retail trade uses that support office land uses;
- Light industrial uses such as manufacturing, wholesale trade, transportation, communications, electric, gas and sanitary services. Activities are limited to those without off-site impacts and take place primarily within an enclosed building;
- Day care facilities;
- Health Services, except hospitals;
- Civic uses;
- Religious organizations;
- Colleges, universities and professional schools;
- Public order and safety;
- Hotels and other lodging places;
- Utilities; and
- Limited multi-family residential.

Typical Uses Requiring a Conditional Use Permit (CUP):

- Light industrial uses as provided above that take place primarily outside an enclosed building;
- Heliports; and
- Hospitals.

(13) Mixed Use Traditional (MU-1): Mixed Use Traditional (MU-1) land use category shall be restricted on the following activity centers: Golden Triangle and Highland Street, as depicted geographically on the Future Land Use Map (Map II-2a).

New projects proposed in the Mixed Use Traditional category shall be required to develop with a minimum of two land uses within a single building or within a single project in separate buildings. This category allows the following types of land uses either singularly or in combination: public, civic, commercial, office, multi-family residential, limited single-family use as an adjunct to a business use. All Mixed Use projects shall be developed as a Planned Unit Development and a Master Plan is required. No minimum lot size is required. This category encourages a mix of medium/high density residential development with on-site commercial and office uses.

The density shall have a minimum residential 6 du/ac with a maximum residential density 35 units/acre. Maximum intensity of commercial, light industrial, and/or office (non-residential) shall not exceed 3.00. No minimum site area is required. Buildings cannot exceed five (5) stories or 60 feet in height.

Multiple story buildings are allowed, so long as redevelopment or new development provided proper setbacks from established residential neighborhood. Building height, design guidelines, and other mixed use performance standards shall be incorporated into the City's Land Development Code based on the Mixed Use Traditional (MU-1) category.
Remaining Budget Items
For the Regular Meeting of September 15, 2015

1. Millage Roll Back/Trees – City Administration presented $50,000 in adjustments related to the millage roll back discussion from the September 1 meeting that would not impact the budget or services contained in the original proposed budget. City Administration strongly recommended maintaining the current proposed millage rate of 5.997. However, an alternative was suggested that the $50,000 be applied toward trees. Attachment A contains the $50,000 in proposed adjustments. Listed below are the two alternatives discussed.
   a. Make adjustments as presented in Attachment A and appropriate $50,000 to the Non-Departmental Contingency line item for trees. Further allocation for trees to be determined during the fiscal year.
   b. Make adjustments as presented in Attachment A and reduce millage to 5.9390 along with reducing the Property Tax Revenue by $50,000.
   c. Make adjustments as presented in Attachment A and reduce millage to roll back rate of 5.8919 with the understanding the adopted budget will contain a $40,000 operating deficit.

2. Spay/Neuter Program – For further discussion at September 15 meeting. The request is for $2,500 and would be financed in the General Operating Fund. Attachment B provides an explanation of the current program with the County.

3. Fire Rescue Boat – Attachment C is correspondence from Fire Chief Skip Kerkhof regarding the proposed purchase of a fire rescue boat. Staff does not intend to provide additional explanation beyond what is contained in the correspondence. As discussed at the September 10 Budget Meeting, staff is accepting of the City Council’s decision. The proposed purchase is contained in the Fire Assessment Fund. If City Council decides not to fund the Fire Rescue Boat, the Fire Assessment Fund would be reduced by $44,550 and reserves increased by a corresponding amount.

4. Street Sweeper – This item would be purchased in the Storm Water Utility Fund. City Administration would use the state bid for purchasing which is a competitive process. If included in the budget, the current contractual agreement would be terminated and a request to purchase presented to City Council for approval at either the October 6 or 20 meeting. If the purchase is removed from the budget, then it would be necessary to increase the contractual services line item by $11,500 the General Fund and $54,000 in the Stormwater Fund for a total increase of $65,500.

5. Skate Board Park – City Administration is recommending that to initiate this project by allocating $50,000 for the planning and design phase. This appropriation would be contained in the Discretionary Sales Tax Fund if approved. To be discussed further at September 15, 2015 Meeting

6. Remove Fencing at Frank Brown Park – Completed. The Parks and Recreation Director Roy Hughes would like to discuss this. However, since he will be unable to attend September 15 meeting Attachment D provides an outline where the proposed fence would be located. There would be gates to allow access to the fields. Again, the $11,500 requested was for security
purposes – to keep vehicles from the damaging the fields. It is his opinion that this will not diminish to interaction between parents/spectators and the players on the field.

7. Thrill Hill Water Reclamation Project – City Administration’s recommendation is to maintain the $600,000 in the proposed budget to continue to work toward developing a mining site plan for submittal to Lake County, continued compliance with water consumptive use permit regarding goal to increase water reclamation, repair the sedimentation berm, and prepare the site for grading as discussed at September 10 meeting.

8. Bio-Solids Project – Staff is recommending that the $300,000 be removed from the proposed Water and Wastewater Fund budget with the understanding that further evaluation will take place regarding our current bio-solids disposal expenses, and development of a request for qualifications/proposals a for design/build/operate/finance facility. This will likely be returned to the City Council in late 2015 or early 2016 and will require a budget amendment if City Council recommends to proceed.

9. Water Utility Relocations – Continue with the water utility relocation projects as currently contained in the proposed budget. City Administration will continue to work with FDOT, the Lake County Public Works Department, and private property owners to reduce project expenditures.

10. Parking Structure Security – This was briefly discussed at the September 10 budget meeting. The current budget does not contain funding specifically for this item. Since there is not enough time to secure a cost estimate for this security (cameras), City Administration is requesting that we do not appropriate any funds when the budget is adopted. However, we will endeavor to secure cost estimates and present them in December to the City Council. Such a project would be funded from the Discretionary Sales Tax Fund and would require a budget amendment.
## Human Resources

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**Total Adjustment Before Allocations** $58,723

- Allocations IT $(238)$
- Allocations HR $(836)$
- Allocations City Attorney $(7,650)$

**Total Adjustments** $50,000
I have been approached by Council Member Marie Rich to come up with a (TNR) Trap Neuter Release program for feral cats in the City of Mount Dora. Although TNR states neuter it does include spaying female feral cats also. TNR programs have proven to reduce the number of feral cats, keep the feral cats healthier, and reduce the cost put on government agencies to control them.

Misfit Clinic is a nonprofit high volume spay and neuter clinic in downtown Tavares. Our Mission is to reduce the number of unwanted animals being euthanized through spay and neuter. Since our opening in April of 2015 we have done over 1,300 spay or neuters on cats and dogs. We are set up to do over 20 spay or neuter surgeries a day.

Proposal:
Misfit Clinic will spay or neuter the feral cats that the City of Mount Dora or designee will bring us for $40.00 each. This will include the surgery, rabies vaccine, pain med, ear tipping, and antibiotic if needed. If the city was to budget $2,500.00 to this program we could do surgery on 62 feral cats.

Note:
This does not include feline vaccines or feline testing for feline aids and leukemia. There are several thoughts on the decision to test and vaccinate feral cats. The vaccine manufacturers recommend that a booster vaccine is always given within 3 to 4 weeks after the initial vaccine or the vaccine will not be effective. Also they recommend a booster vaccine annually. This is almost impossible to do with a feral cat colony. If you chose to include vaccines or testing there will be an additional charge for these.

In the case that a female cat is pregnant we will perform the surgery and abort the fetus. If a feral cat is deemed unhealthy for surgery we will euthanize the cat to keep the cat colony healthy. Misfit Clinic will charge the program $40.00 for the euthanizing and disposal of the animal.
Attachment B – Spay Neuter Program
For the City Council Meeting of September 15, 2015

**Trapping:**
The feral cats must be trapped in approved human traps and transported to Misfit Clinic. Misfit Clinic is not set up for trapping and transporting of feral cats at this time. The cats need to be trapped on Tuesday or Wednesday night and delivered to Misfit Clinic at 220 N. Rockingham Ave. Tavares, FL 32788 the morning after. We choose to do feral cat surgeries on Wednesday and Thursday in case we have too many unscheduled surgeries, we can carry them over to the next surgical day. If this happens we will give food and water to the cats the night before and inform the city transporter or designee prior to pick up time.

**Post Operation:**
The City of Mound Dora or designee will have to pick up the feral cats prior to closing on the day of surgery. It is recommended by Misfit Clinic that the feral cats stay in the humane trap until the following day to give them complete time to recover from the anesthesia medication.

Thank you for considering a TNR program.

Kent Weber
Misfit Spay/Neuter Clinic
kent@misfitclinic.org
407-595-0738 (cell)
352-742-0690 clinic
Feel free to contact me for additional questions.
MEMORANDUM

TO: Mayor and City Council
FROM: Stephen Kerkhof, Fire Chief
VIA: Vincent Pastue, City Manager
DATE: September 14, 2015
SUBJECT: Fire Rescue Boat

After the last council meeting and our follow up discussions, I wanted to address a couple of issues regarding the fire departments request for a fire/rescue water package (both pro and con).

1. There appears to be confusion on the part of some of the council members as to what the fire department has asked for. The information originally sent was not for a single “fire boat” as some have maintained, but rather for a “fire/rescue” boat package. We have requested the following items as part of that package (this is also what we requested in our several grant attempts):

   a. A 16 foot fire/rescue boat with trailer. This will be used, as the name implies, for offshore boat fires, boathouse/dock fires and any other potential fire emergencies not easily accessible by land or in conjunction with land firefighting operations. It will also be utilized for rescue operations from overturned watercraft, boating accidents (as occurred during the boat races in Tavares where at least two boaters were killed), etc. This craft is made specifically for those purposes. While it is true we might not attempt to put out a boat fire in the middle of Lake Dora, we certainly would want the ability to rescue victims from that boat, especially given the alligator lake we have.

   b. Our intent is to have this boat docked on the water for ease of deployment and while we do not currently have an agreement with anyone as to where to dock it, we hope to be able to utilize either a city dock or a slip at the marina. We are unsure as to any cost that might be involved. The reason for the trailer is to be able to transport the craft to other locations when other needs arise and for transport to the shop for repairs.

   c. This boat would also have a full emergency light package and fire pump along with rescue capabilities.

   d. The “package” also included a smaller, 12 foot inflatable boat and trailer that can easily be carried by a fire crew to any of the many smaller lakes that do not have a boat ramp. Lake Gertrude, for example is heavily used by boaters and weekend sports triathlon swimmers, but does not have a boat ramp.
2. This request is not something new, just now requested due to the fire assessment fee being passed. The fire department has been requesting a fire boat for the last 4 years, ever since we got rid of our previous fire/rescue boat. That craft was a surplus given to MDFD by the Sheriff’s office (when they used to get these and give them out). Even when we received it, it was not the most seaworthy watercraft. A considerable amount of money was spent on boat, motor and fire pump repairs just to keep it afloat and running, finally culminating in it being scrapped due to these problems.

3. That older boat was TEMPORARILY replaced with a small Jon Boat, (this is a small, narrow fishing style boat with a square bow), borrowed from another city department that wasn’t using it. The one borrowed is only 14 feet long and as described, very narrow, making firefighting impossible and water rescue operations very unsafe for both the victim(s) and the fire crew. Removing a victim/body from the water with this craft WILL lead to capsizing the boat. No matter the outcome of our request, we will be returning the Jon Boat to its originally department because of these safety concerns. We feel it is better to have no water craft than an unsafe one.

4. There was a comment from City Council that the city’s lake coverage responsibility is very small. It should mentioned that no marine protection service would ever limit its emergency capabilities to just its normal coverage area. Unlike land boundaries and enclaves, marine firefighting/rescue is an all-hands response.

5. Concern was voiced over the number of times the boat(s) would be used are correct. For actual emergency responses, it will probably be used very infrequently. Our hope is, like any of our emergency equipment, that it is never used for its intended purpose. Unfortunately, we all know, that is not always the case. Lake Dora is utilized by commercial boat tours, water taxis, leisure water sports and the newly increasing seaplane usage.

6. The boats will be used for special events, the increased number of fireworks displays and any water/boating events on the lake along with emergency responses.

7. We have checked with Eustis and Tavares Fire Departments and have been given permission to use their boats, when available. Both departments also indicated that they would respond to water emergency with their boats if they were available. However, both stated, for the record, that at that point it would be a recovery effort only, not a rescue. Also, none of the three departments (Mount Dora, Tavares or Eustis) has a dive team and none of their personnel would not be entering the water for body recovery. At that time, we would have to rely on the Sheriff’s department, FWC or some other “marine patrol” type agency.

8. As with the purchase of any vehicles and/or equipment, we are certain there will be added costs over and above the cost of the boats. There will be repair and maintenance costs, fuel and oil costs, costs to properly train our personnel in the use of any new piece of equipment and there is the potential for mooring fees.

9. Finally, here is the breakdown of the ~$45,000 requested (all figures are rounded): $25,000 for the 16 ft boat, $9,000 for the inflatable boat and $10,000 for the fire pump.