MOUNT DORA CITY COUNCIL MEETING
October 18, 2016, 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 COMMENT
This is the time for the public to come forward with any comments on any subject related to City business that is not listed under Public Hearings. Please complete a speaker card and provide it to the City Clerk prior to the meeting.

You will be asked to state your name and address for the record. Comments will be limited to 3 minutes or less.

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. Approval City Council Budget Meeting minutes dated July 28, 2016

2. Approval of City Council Budget Hearing minutes dated September 8, 2016 for General, NECRA and CRA Budgets

3. Approval City Council Meeting minutes dated September 20, 2016

4. Approval of City Council Budget Hearing minutes dated September 22, 2016 for General, NECRA and CRA Budgets

5. Approval of City Council Meeting minutes dated October 4, 2016

CEREMONIAL ITEMS AND PRESENTATIONS

1. Introduction of Students – Sister Cities Exchange Program

2. Introduction of Lawn Bowling National Championship Bowlers
Ceremonial Items and Presentations Cont’d

3. City Flag Presentation 38

4. Proclamation for National Friends of Libraries Week 54

5. Update on the Paving of Fifth Avenue – presented by Jim Stivender, Lake County Public Works Director n/a

PUBLIC HEARINGS
RESOLUTIONS

1. Approval of Resolution No. 2016-47, Economic Development Strategic Planning 56

2. Approval of a Correction to Resolution No. 2016-39, pertaining to Police Department Body Cameras 106

OLD BUSINESS

1. Medallion Home Settlement Agreement 111

CITY MANAGER UPDATE

1. Sylvan Shores Street Lights n/a

CITY ATTORNEY’S REPORT

COMMUNICATIONS AND REPORTS

- Vice-Mayor Ed Rowlett
- Council Member Marie Rich
- Council Member Cal Rolfson
- Council Member Mark Slaby
- Council Member Laurie Tillett
- Council Member Marc Crail
- Mayor Nick Girone

FUTURE MEETING DATES

- Tuesday, November 1, 2016, 6:00 p.m. Regular Session
- Tuesday, November 15, 2016, 6:00 p.m. Regular Session – Tentative Swearing-In
- Tuesday, December 6, 2016, 6:00 p.m. Regular Session
- Tuesday, December 20, 2016, 6:00 p.m. Regular Session

ADJOURNMENT

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE AT THIS MEETING WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OR HEARING, 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. VERBATIM RECORD WILL NOT BE PROVIDED BY THE CITY OF MOUNT DORA.

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, AT LEAST 48 HOURS 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.
Having been duly advertised as required by law, Mayor Nick Girone called the Budget Meeting of the City Council to order at 5:30 p.m.

**Members Present**
- Nick Girone, Mayor
- Ed Rowlett, Vice-Mayor
- Laurie Tillett, District 1
- Cal Rolfson, District 2
- Marie Rich, At-Large Even
- Mark Slaby, At-Large Odd (arrived at 5:35)
- Marc Crail, District 4

**Also Present**
- Kim Leinbach, Interim City Manager
- Gwen Keough-Johns, MMC, City Clerk
- Michael Sheppard, Finance Director

Mayor Girone called for a moment of silence and Pledge of Allegiance to the Flag.

**BUDGET WORKSHOP WITH ALL DEPARTMENTS**

Mr. Leinbach, Interim City Manager, delivered opening statements regarding the budget process.

1) Discussion of Millage Rate being set at 5.9970

Mike Sheppard, Finance Director, discussed the millage rate.

2) Discussion of Dates for Tentative and Final Budget Hearings
   - September 8, 2016 at 5:30 pm in the City Hall Council Chambers
   - September 22, 2016 at 5:30 pm in the City Hall Council Chambers

3) Discussion of Departmental Program Budgets

4) Discussion of Capital items and need to Finance a Public Works Complex as well as Water and Wastewater lines for extension and relocations

5) Discussion of Capital Improvement Program

There were no formal actions taken at this meeting. Staff will take input from City Council and to adjust the budget for formal adoption.
The tentative millage rate adoption will be considered at the regular City Council meeting scheduled August 2, 2016.

**ADJOURNMENT**

The City Council meeting was adjourned at approximately 9:40 p.m.

______________________________
Nick Girone, Mayor

______________________________
Gwen Keough-Johns, MMC
City Clerk

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Having been duly advertised as required by law, Mr. Nick Girone, Chairman, called the Budget Meeting of the CRA Board to order at 5:30 p.m.

**Members Present**
- Nick Girone
- Ed Rowlett
- Laurie Tillet
- Cal Rolfson
- Marie Rich
- Mark Slaby
- Marc Crail

**Also Present**
- Skip Kerkhof, Acting City Manager
- Mike Sheppard, Finance Director
- Gwen Keough-Johns, MMC, City Clerk

**PUBLIC HEARING ON FY 2016-17 CRA BUDGET**

1. Read Resolution No. 2016-33, Tentative 2016-17 Budget for the Community Redevelopment Agency

Mike Sheppard, Finance Director, read Resolution No. 2016-33 by title only.

**RESOLUTION NO. 2016-33**

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA, FLORIDA, TENTATIVELY ADOPTING A COMMUNITY REDEVELOPMENT AGENCY BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017, WITH REGARD TO THE CITY OF MOUNT DORA INCLUDING REVENUES AND EXPENDITURES AND CAPITAL PROJECTS; PROVIDING FOR LEGISLATIVE/ADMINISTRATIVE FINDINGS; PROVIDING FOR DELEGATION TO, AND IMPLEMENTING ACTIONS BY, THE CITY MANAGER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Mr. Rolfson to approve Resolution No. 2016-33; Ms. Rich seconded the motion.
2. CRA Board discussion followed by hearing public comments regarding the FY 2016-17 CRA Tentative Budget.

3. Approval of Resolution No. 2016-33, pertaining to the adoption of the CRA Fiscal Year 2016-17 Tentative Budget.

*The motion was approved by roll call vote.*

- Mr. Rolfson YES
- Ms. Rich YES
- Mr. Crail YES
- Mr. Slaby YES
- Ms. Tillett YES
- Mr. Rowlett YES
- Mr. Girone YES

**ADJOURNMENT**

The CRA Board meeting was adjourned at approximately 6:33 p.m.

______________________________
NICK GIRONE, CHAIRMAN
CRA Board, City of Mount Dora

Gwen Keough-Johns, MMC
City Clerk

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CITY OF MOUNT DORA, FLORIDA
NECRA BOARD
M I N U T E S

FIRST BUDGET PUBLIC HEARING
THURSDAY, SEPTEMBER 8, 2016
CITY HALL BOARD ROOM

Having been duly advertised as required by law, Mr. Nick Girone, Chairman called the Budget Meeting of the Northeast Community Redevelopment Agency (NECRA) Board to order at 5:30 p.m.

Members Present
Nick Girone, Chairman
Ed Rowlett
Laurie Tillett
Cal Rolfson
Marie Rich
Mark Slaby
Marc Crail

Also Present
Skip Kerkhof, Acting City Manager
Mike Sheppard, Finance Director
Gwen Keough-Johns, MMC, City Clerk

PUBLIC HEARING ON FY 2016-17 NECRA BUDGET

1. Read Resolution 2016-34, Tentative 2016-17 Budget for the Northeast Community Redevelopment Agency

Mike Sheppard, Finance Director, read Resolution No. 2016-34 by title only.

RESOLUTION No. 2016-34

A RESOLUTION OF THE NORTHEAST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA, FLORIDA, TENTATIVELY ADOPTING A NECRA BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017, WITH REGARD TO THE CITY OF MOUNT DORA INCLUDING REVENUES AND EXPENDITURES AND CAPITAL PROJECTS; PROVIDING FOR LEGISLATIVE/ADMINISTRATIVE FINDINGS; PROVIDING FOR DELEGATION TO, AND IMPLEMENTING ACTIONS BY, THE CITY MANAGER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Mr. Rolfson to approve Resolution No. 2016-34; Ms. Rich seconded the motion.
2. NECRA Board discussion followed by hearing public comments regarding the FY 2016-17 NECRA Tentative Budget.

3. Approval of Resolution No. 2016-34, pertaining to the adoption of the NECRA Fiscal Year 2016-17 Tentative Budget.

The motion was approved by roll call vote.

Mr. Rolfson    YES
Ms. Rich       YES
Mr. Crail      YES
Mr. Slaby      YES
Ms. Tillett    YES
Mr. Rowlett    YES
Mr. Girone     YES

ADJOURNMENT

The NECRA Board meeting was adjourned at approximately 6:35 p.m.

__________________________
NICK GIRONE, CHAIRMAN
NECRA Board, City of Mount Dora

Gwen Keough-Johns, MMC
City Clerk

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Having been duly advertised as required by law, Mayor Nick Girone called the Budget Meeting of the City Council to order at 5:30 p.m.

**Members Present**
- Nick Girone, Mayor
- Ed Rowlett, Vice-Mayor
- Laurie Tillet, District 1
- Cal Rolfson, District 2
- Marie Rich, At-Large Even
- Mark Slaby, At-Large Odd (arrived at 5:35)
- Marc Crail, District 4

**Also Present**
- Skip Kerkhof, Acting City Manager
- Mike Sheppard, Finance Director
- Gwen Keough-Johns, MMC, City Clerk

Mayor Girone called for a moment of silence and Pledge of Allegiance to the Flag.

**PUBLIC HEARING ON FY 2016-17 TENTATIVE MILLAGE RATE AND BUDGET**

1. **Review of changes incorporated in the 2016-17 Tentative Budget**

Skip Kerkhof, Acting City Manager, reviewed changes that have been made to the 2016-17 tentative budget by direction of City Council.

2. **Announcement that the City of Mount Dora is proposing to adopt the tentative millage rate of 5.9970 mills for 2016-17 Budget, which is 1.78% above the rolled-back rate of 5.8919 mills.**

Mike Sheppard, Finance Director, announced the tentative millage rate of 5.9970 and stated the rolled-back rate would be 5.8919 mills which is .78% less than the proposed tentative millage rate.

3. **Read Resolution No. 2016-31, Tentative Millage Rate**

Mike Sheppard, Finance Director, read Resolution No. 2016-31 by title only.

**RESOLUTION NO. 2016-31**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, DETERMINING THE AMOUNT OF THE MILLAGE TO BE ESTABLISHED AND IMPOSED IN ACCORDANCE WITH THE PROVISIONS OF STATE LAW AND FIXING THE RATE OF AD VALOREM TAXATION FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING
SEPTEMBER 30, 2017 FOR THE CITY OF MOUNT DORA; PROVIDING FOR LEGISLATIVE/ADMINISTRATIVE FINDINGS; ESTABLISHING AND IMPOSING A TENTATIVE MILLAGE RATE OF 5.9970 MILLS; PROVIDING FOR IMPLEMENTING ACTIONS BY THE CITY MANAGER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Councilmember Rolfson to approve Resolution No. 2016-31; Councilmember Crail seconded the motion.

Mr. Joe Gillespie, 2022 Sunset Road, posed the question of whether the proposed millage rate is enough given recent discussions about the need for maintenance of assets.

4. Council discussion followed by public hearing comments regarding the Tentative Millage Rate.

5. Approve Resolution No. 2016-31, Tentative Millage Rate

The motion to approve Resolution No. 2016-31, was approved by roll call vote.

Mr. Rolfson YES
Mr. Crail YES
Ms. Rich YES
Mr. Slaby NO
Ms. Tillett YES
Mr. Rowlett YES
Mayor Girone YES

6. Read Resolution No. 2016-32, Tentative 2016-17 Budget

Mike Sheppard, Finance Director, read Resolution No. 2016-32 by title only.

RESOLUTION NO. 2016-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, TENTATIVELY ADOPTING A CITY BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017 WITH REGARD TO THE CITY OF MOUNT DORA INCLUDING REVENUES AND EXPENDITURES AND CAPITAL PROJECTS; PROVIDING FOR LEGISLATIVE/ADMINISTRATIVE FINDINGS; PROVIDING FOR DELEGATION TO, AND IMPLEMENTING ACTIONS BY, THE CITY MANAGER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Councilmember Crail to approve Resolution 2016-32; Councilmember Rolfson seconded the motion.
7. Council discussion followed by hearing of public comments

8. Approval of Resolution 2016-32, pertaining to the adoption of the City’s Tentative Millage Rate

_The motion to approve Resolution 2016-32 was approved by roll call vote._

- Mr. Crail YES
- Mr. Rolfson YES
- Mr. Slaby YES
- Ms. Tillett YES
- Mr. Rowlett YES
- Ms. Rich YES
- Mayor Girone YES

9. Mayor Girone announced the date of the second public hearing to be held on Thursday, September 22, 2016, at 5:30 p.m. in the City Hall Board Room.

**ADJOURNMENT**

The City Council meeting was adjourned at approximately 6:31 p.m.

_________________________________
NICK GIRONE
MAYOR of the City of Mount Dora

GWEN KEOUGH-JOHNS, MMC
City Clerk

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

Mayor Girone called for a moment of silence and Pledge of Allegiance to the Flag.

PUBLIC COMMENTS

Mr. John Tucker, 1826 Overlook Drive, suggested a web cam in downtown Mount Dora where visitors could see weather conditions or even an event before traveling. He also mentioned Wi-Fi is not available in all of downtown and it might be something the City should consider in the future.

APPROVAL OF AGENDA

Motion was made by Councilmember Rolfson to approve the agenda; Councilmember Rich seconded the motion. The motion was approved by a unanimous voice vote.

APPROVAL OF MINUTES

Motion was made by Councilmember Tillett to approve the Special meeting minutes dated September 6, 2016; Councilmember Rowlett just before 4:40, seconded the motion. The motion was approved by a unanimous voice vote.

PROCLAMATIONS / PRESENTATIONS

1. Friends of the Environment Check Presentation

Ms. Andrea Burr-Yatsuk, Mount Dora Friends of the Environment, presented a check in the amount of $600.00 to the Parks and Recreation Department. The proceeds from Earth Day, being donated, $500.00 will be used to purchase trees for the adopt-a-park program and $100.00 will be used for the summer program scholarship.

2. Jarred Hunt, Eagle Scout Project Presentation

Mr. Jarred Hunt presented his Eagle Scout project, “Project Relieving Liberty”. He showed a flag that was ripped and in poor condition. Mr. Hunt stated the Boy Scout Troop 19 is proposing the placement of collection containers for flags that are ready to be retired. Old postage boxes will be refurbished and placed in the City for the purpose of collecting flags. Upon collection of the flags, the Boy Scout Troop
will retire them appropriately at Camp Lanoche. Mr. Hunt asked the City Council to approve placement of the collection containers at City Hall, the Library and the Police/Fire Department.

*Motion was made by Councilmember Tillett to allow placement of boxes for U.S. Flags that need to be retired; Councilmember Rolfson seconded the motion. The motion was approved by a unanimous voice vote.*

**PUBLIC HEARINGS**

**ORDINANCES**

1. First Reading of Ordinance No. 2016-08 for Voluntary Annexation; 5.25 +/- Acres; Site Address 18200 US Highway 441

Skip Kerkhof, Acting City Manager, turned the presentation over to Interim Planning and Development Director Vince Sandersfeld who provided an overview of the request.

Lonnie Groot, City Attorney, read Ordinance No. 2016-08 by title only.

**ORDINANCE NO. 2016-08**

AN ORDINANCE ANNEXING, BY VOLUNTARY PETITION, PROPERTY GENERALLY LOCATED AT THE SOUTHEAST CORNER OF US HIGHWAY 441 AND ALAMEDA DEL SUR (18200 US HIGHWAY 441), MOUNT DORA, FLORIDA, COMPRISING 5.25 ACRES MORE OR LESS, SAID PROPERTY BEING CONTIGUOUS TO THE CITY OF MOUNT DORA AND BEING ANNEXED IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; REDEFINING THE BOUNDARIES OF THE CITY OF MOUNT DORA TO INCLUDE SAID PROPERTY; PROVIDING FOR FINDINGS; PROVIDING A LEGAL DESCRIPTION AND A MAP; REVISING THE CITY COUNCIL DISTRICT; DIRECTING THE CITY CLERK OR DESIGNEE TO FILE THIS ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICER OF LAKE COUNTY, AND WITH THE DEPARTMENT OF STATE; IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; SEVERABILITY; NON-CODIFICATION AND SCRIVENER'S ERRORS; AND SETTING AN EFFECTIVE DATE.

*Motion was made by Councilmember Rolfson to approve the first reading of Ordinance No. 2016-08; Councilmember Tillett seconded the motion.*

Tim Hoban, Attorney, was present to represent the applicant.

**Public Comment**

Mary Grace McNamara, 1051 Old Eustis Road, expressed concern about future environmental issues related to the proposed zoning.

Amy Jo Mauer, 1111 Old Eustis Road, spoke on behalf of property owners adjacent to the property, requesting a wall buffer be constructed.
The motion was approved by roll call vote.

Mr. Rolfson  YES
Ms. Tillett  YES
Mr. Slaby  YES
Ms. Rich  YES
Mr. Rowlett  YES
Mayor Girone  YES

2. First Reading of Ordinance No. 2016-09 for Small Scale Future Land Use Map Amendment; Site Address 18200 US Highway 441

Mr. Groot, City Attorney, read Ordinance No. 2016-09 by title only.

ORDINANCE NO. 2016-09

AN ORDINANCE OF THE CITY OF MOUNT DORA, LAKE COUNTY, FLORIDA, AMENDING THE FUTURE LAND USE MAP SERIES OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN, BY APPLYING THE FUTURE LAND USE DESIGNATION OF COMMERCIAL TO A 5.25 ACRE PARCEL GENERALLY AT THE SOUTHEAST CORNER OF US HIGHWAY 441 AND ALAMEDA DEL SUR (SITE ADDRESS 18200 US HIGHWAY 441); IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; SEVERABILITY; NON-CODIFICATION AND SCRIVENER'S ERRORS; AND SETTING AN EFFECTIVE DATE.

Motion was made by Councilmember Rolfson to approve the first reading of Ordinance No. 2016-09; Councilmember Rich seconded the motion. The motion was approved by roll call vote.

Mr. Rolfson  YES
Ms. Rich  YES
Mr. Slaby  YES
Ms. Tillett  YES
Mr. Rowlett  YES
Mayor Girone  YES

3. First Reading of Ordinance No. 2016-10, for change in zoning from County R-1 to City C-3

Mr. Groot, City Attorney, read Ordinance No. 2016-10 by title only.

ORDINANCE NO. 2016-10

AN ORDINANCE OF THE CITY OF MOUNT DORA, LAKE COUNTY, FLORIDA, ASSIGNING THE C-3 (HIGHWAY COMMERCIAL) ZONING CLASSIFICATION TO PROPERTY LOCATED AT THE SOUTHEAST CORNER OF US HIGHWAY 441 AND ALAMEDA DEL SUR (SITE ADDRESS 18200 US HIGHWAY 441); COMPRISING 5.25 ACRES; PROVIDING THAT THE OFFICIAL ZONING MAP BE MODIFIED ACCORDINGLY; IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR
CONFLICTS; SEVERABILITY; NON-CODIFICATION AND SCRIVENER’S ERRORS; AND SETTING AN EFFECTIVE DATE.

Motion was made by Councilmember Rolfson to approve the first reading of Ordinance No. 2016-10; Councilmember Rich seconded the motion. The motion was approved by roll call vote.

Mr. Rolfson YES
Ms. Rich YES
Mr. Slaby YES
Ms. Tillett YES
Mr. Rowlett YES
Mayor Girone YES

RESOLUTIONS

1. Approval of Resolution No. 2016-40, Setting Sanitation Rates

Mr. Kerkhof, Acting City Manager, introduced the Resolution. Michael Sheppard, Finance Director, said this adjustment is performed annually per contract with Waste Management and is based on a specific consumer price index (CPI) rate.

Mr. Groot, City Attorney, read Resolution No. 2016-40 by title only.

RESOLUTION NO. 2016-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO SANITATION FEES; PROVIDING FOR SANITATION FEES; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

Public Comment

Kevin McMurray, 2222 Pico Lane, said St. Augustine has placed recycle bins throughout their downtown and may be something for Mount Dora to consider in the future.

Motion was made by Councilmember Tillett to approve Resolution No. 2016-40; Councilmember Rolfson seconded the motion. The motion was approved by roll call vote.

Ms. Tillett YES
Mr. Rolfson YES
Mr. Slaby YES
Ms. Rich YES
Mr. Rowlett YES
Mayor Girone YES

2. Approval of Resolution 2016-39, Purchase and Installation of In Car Camera/Body Worn Camera System

Mr. Groot, City Attorney, read Resolution No. 2016-39 by title only.
RESOLUTION NO. 2016-39

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA AUTHORIZING THE LEASE FINANCING OF THE COST OF POLICE/PUBLIC SAFETY VEHICLES FROM BANCORP, INC.; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT AND AN ESCROW AGREEMENT AS WELL AS PROVIDING FOR OTHER ADMINISTRATIVE ACTIONS AND APPROVALS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND PROVIDING AN EFFECTIVE DATE.

Motion was made by Councilmember Rowlett to approve Resolution No. 2016-39; Councilmember Rolfson seconded the motion. The motion was approved by roll call vote.

Sergeant Adam Helfant provided background information about the equipment.

Mr. Rowlett YES
Mr. Rolfson YES
Mr. Slaby YES
Ms. Tillett YES
Ms. Rich YES
Mayor Girone YES

OLD BUSINESS

1. Discussion of Motion that was tabled on September 6, 2016

Motion was made by Councilmember Rolfson to withdraw the motion that was presented and tabled at the previous City Council meeting regarding the position of Acting City Manager; Councilmember Rich withdrew her second. Councilmember stated his motion is being withdrawn, no motion necessary.

NEW BUSINESS

1. Approval of Historic Marker located at 1004 N. Donnelly Street

Mr. Sandersfeld, Interim Planning and Development Director, gave an explanation for historic marker and plaque requests at 1004 N. Donnelly Street and at the Mount Dora Golf Club.

2. Approval of Historical Plaque located in the Mount Dora Golf Club

Mayor Girone entertained a motion to approve both New Business items 1 and 2.

Motion was made by Councilmember Rowlett to approve the historic marker at 1004 N. Donnelly Street and the historical plaque for the Mount Dora Golf Club; Councilmember Rich seconded the motion.
Mary Bedanza, member of the Golf Club for 22 years, spoke favorably about the golf association. She announced a celebration to be held on December 15, 2016. The first golf drive on the course will be celebrated.

**Mayor Girone called for a roll call vote.**

- Mr. Rowlett  YES
- Ms. Rich  YES
- Mr. Rolfson  YES
- Mr. Slaby  YES
- Ms. Tillett  YES
- Mayor Girone  YES

3. Approval of Network Equipment – SAN (Storage Area Network) Upgrade

Mr. Kerkhof, Acting City Manager, stated the recommendation to approve an upgrade to the Storage Area Network (SAN) equipment.

**Motion was made by Councilmember Tillett to approve Storage Area Network (SAN) upgrade; Councilmember Rich seconded the motion. The motion was approved by roll call vote.**

- Ms. Tillett  YES
- Ms. Rich  YES
- Mr. Rolfson  YES
- Mr. Slaby  YES
- Mr. Rowlett  YES
- Mayor Girone  YES

4. Approval of Interlocal Agreement between Lake County and the City of Mount Dora Wekiva Trail Design Phase Services

Mr. Kerkhof, Acting City Manager, stated the recommendation to approve the agreement. He advised City Council that if the City requests additional changes or improvements, the City will bear associated cost.

**Motion was made by Councilmember Rolfson to approve the Interlocal Agreement between Lake County and the City of Mount Dora for Wekiva Trail Design Phase Services; Councilmember Rich seconded the motion. The motion was approved by roll call vote.**

- Mr. Rolfson  YES
- Ms. Rich  YES
- Mr. Slaby  YES
- Ms. Tillett  YES
- Mr. Rowlett  YES
- Mayor Girone  YES

5. Ranking of Engineering Firms for Utility Relocation

Mr. Kerkhof, Acting City Manager, stated the request is for City Council to review and provide input.
Mr. John Peters, Public Works Director, gave an overview of the ranking and he stated the boundaries of the projects.

*Motion was made by Councilmember Rolfson to approve ranking of engineering firms for utility relocation; Councilmember Rich seconded the motion. The motion was approved by roll call vote.*

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<td>Mr. Slaby</td>
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<td>Mayor Girone</td>
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6. Approval of Contract Award to Mittauer and Associates, Inc. for Preliminary US 441 Utility Relocation

Mr. Kerkhof, Acting City Manager, stated the request is for City Council to approve award of contract to Mittauer and Associates.

*Motion was made by Councilmember Tillett to approve award of contract to Mittauer and Associates, Inc., for preliminary US 441 utility relocation; Councilmember Rolfson seconded the motion. The motion was approved by roll call vote.*

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7. Approval of Change Order No. 2, Pegasus Engineering for Thrill Hill Berm Repair Site Plan

Mr. Kerkhof, Acting City Manager, said it is recommended that City Council approve this change order that was necessitated by the requirements from Lake County, the Department of Environmental Protection and the St. Johns River Water Management District.

*Motion was made by Councilmember Rolfson to approve change order no. 2, Pegasus Engineering for Thrill Hill Berm repair site plan; Councilmember Rich seconded the motion. The motion was approved by roll call vote.*

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<td>Mr. Rolfson</td>
<td>YES</td>
</tr>
<tr>
<td>Ms. Rich</td>
<td>YES</td>
</tr>
<tr>
<td>Mr. Slaby</td>
<td>YES</td>
</tr>
<tr>
<td>Ms. Tillett</td>
<td>YES</td>
</tr>
<tr>
<td>Mr. Rowlett</td>
<td>YES</td>
</tr>
<tr>
<td>Mayor Girone</td>
<td>YES</td>
</tr>
</tbody>
</table>
8. Approval of Engineering Contract, Pegasus Engineering Storm water, Environmental and Landscape Services for Public Services Complex

Mr. Kerkhof, Acting City Manager, said the recommendation is for City Council to approve the first part of this three-part contract. It is necessary to move forward with the environmental study prior to storm water and landscaping.

*Motion was made by Councilmember Rowlett to approve the engineering contract with Pegasus Engineering for Storm water, Environmental and Landscape Services for the Public Works Complex; Councilmember Tillett seconded the motion. The motion was approved by roll call vote.*

- **Mr. Rowlett**  YES
- **Ms. Tillett**  YES
- **Ms. Rich**  YES
- **Mr. Rolfson**  YES
- **Mr. Slaby**  YES
- **Mayor Girone**  YES

**CITY ATTORNEY UPDATE**

Mr. Groot announced Constitution Week and offered copies of the Constitution.

**CITY COUNCIL COMMENTS**

Mayor Girone read memo with regard to legal claims against the City of Mount Dora.

“Under Section 18 of the City Charter, I am hereby designating the City Attorney to serve as the Mayor’s Designee, who shall report to the City Council the existence and basis of any legal claim against the City of Mount Dora.”

Councilmember Tillett let everyone on City Council know there is a “Ted Talk” available on City Flags and an excellent piece on CBS Sunday morning from a couple of weeks ago. She recommended anyone who is interested in further background with regard to design of a City Flag might find these resources helpful.

Councilmember Tillett asked that the parking study be presented to City Council as soon as possible.

Councilmember Rowlett has been asked about review of the City Rental Ordinance.

Councilmember Slaby provided additional informational resources that pertain to creating a City flag.

Councilmember Slaby would like to work on reporting requirements for the incoming City Manager, Robin Hayes.

Councilmember Slaby extended appreciation to Skip Kerkhof, Acting City Manager for a fine job during his tenure.
Councilmember Rolfson announced 1) Art in the Park Cauley Lott Park NE Community – every Saturday 9/24-10/29 10 am to 12 noon; and 2) MDPD National Night Out on Oct 4th 5:30 – 8:30 pm at Mount Dora Target. He also said the recent back to school event was a success.

Councilmember Rolfson expressed frustration on his part regarding an opinion that was rendered by Mr. Bill Colbert, City Attorney. Councilmember Rolfson stated that he has not nor would he ever, in any way, attempt to practice law in the State of Florida.

Megan Glass, Public Information Officer, will make sure the Eagle Scout project is on the City website.

**ADJOURNMENT**

The City Council meeting was adjourned at approximately 7:50 p.m.

__________________________________________
NICK GIRONE
MAYOR of the City of Mount Dora, Florida

__________________________________________
Gwen Keough-Johns, MMC
City Clerk

*In accordance with the State of Florida General Records Schedule, Audio Recordings are retained on file for two (2) anniversary years after adoption of the official meeting minutes. Recent audio recordings are available at [http://www.ci.mount-dora.fl.us/Archive.aspx?AMID=70](http://www.ci.mount-dora.fl.us/Archive.aspx?AMID=70)*
Having been duly advertised as required by law, Mr. Nick Girone, Chairman, called the Budget Meeting of the CRA Board to order at 5:44 p.m.

**Board Members Present**
- Nick Girone, Mayor
- Ed Rowlett, Vice-Mayor
- Laurie Tillet, District 1
- Cal Rolfson, District 2
- Mark Slaby, At-Large Odd

**Also Present**
- Skip Kerkhof, Acting City Manager
- Mike Sheppard, Finance Director
- Gwen Keough-Johns, MMC, City Clerk

**Board Member Not Present**
- Marc Crail
- Marie Rich

**PUBLIC HEARING ON FY 2016-17 FINAL COMMUNITY REDEVELOPMENT AGENCY BUDGET**

1. Read Resolution No. 2016-37, Final FY 2016-17 CRA Budget

Michael Sheppard, Finance Director, read Resolution No. 2016-37 by title only.

**RESOLUTION No. 2016-37**

A Resolution of the Community Redevelopment Agency of the City of Mount Dora, Florida, Adopting a Final Community Redevelopment Agency Budget for the Fiscal Year Beginning October 1, 2016 and Ending September 30, 2017, with regard to the City of Mount Dora Including Revenues and Expenditures and Capital Projects; Providing for Legislative/Administrative Findings; Providing for Delegation To, and Implementing Actions by, the City Manager; Providing for Conflicts; Providing for Severability and Providing for an Effective Date.
2. CRA Board discussion followed by hearing public comments regarding the Fiscal Year 2016-17 Final Budget for the CRA.

3. Approval of Resolution No. 2016-37, pertaining to the adoption of the CRA Fiscal Year 2016-17 Final Budget.

Motion was made by Mr. Rolfson to approve Resolution No. 2016-37; Mr. Rowlett seconded the motion. The motion was approved by roll call vote.

Mr. Rolfson YES
Mr. Rowlett YES
Mr. Slaby YES
Ms. Tillett YES
Mr. Girone YES

ADJOURNMENT

The CRA Board meeting was adjourned at approximately 5:45 p.m.

___________________________
NICK GIRONE, CHAIRMAN
City of Mount Dora CRA Board

___________________________
GWEN KEOUGH-JOHNS, MMC
City Clerk

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Having been duly advertised as required by law, Mr. Nick Girone, Chairman, called the Budget Meeting of the NECRA Board to order at 5:44 p.m.

**Board Members Present**
- Nick Girone, Chairman
- Ed Rowlett
- Laurie Tillett
- Cal Rolfson
- Mark Slaby

**Also Present**
- Skip Kerkhof, Acting City Manager
- Mike Sheppard, Finance Director
- Gwen Keough-Johns, MMC, City Clerk

**Board Members Not Present**
- Marc Crail
- Marie Rich

**PUBLIC HEARING ON FY 2016-17 FINAL NORTHEAST COMMUNITY REDEVELOPMENT AGENCY BUDGET**

1. Read Resolution No. 2016-38, Final FY 2016-17 NECRA Budget

Michael Sheppard, Finance Director, read Resolution No. 2016-38 by title only.

**RESOLUTION NO. 2016-38**

A RESOLUTION OF THE NORTHEAST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA, FLORIDA, ADOPTING A FINAL NORTHEAST COMMUNITY REDEVELOPMENT AGENCY BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017, WITH REGARD TO THE CITY OF MOUNT DORA INCLUDING REVENUES AND EXPENDITURES AND CAPITAL PROJECTS; PROVIDING FOR LEGISLATIVE/ADMINISTRATIVE FINDINGS; PROVIDING FOR DELEGATION TO, AND IMPLEMENTING ACTIONS BY, THE CITY MANAGER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

2. NECRA Board discussion followed by hearing public comments regarding the Fiscal Year 2016-17 Final Budget for the NECRA.
3. Approval of Resolution No. 2016-38, pertaining to the adoption of the NECRA Fiscal Year 2016-17 Final Budget.

Motion was made by Mr. Rolfson to approve Resolution No. 2016-38; Ms. Tillett seconded the motion. The motion was approved by roll call vote.

Mr. Rolfson YES
Ms. Tillett YES
Mr. Slaby YES
Mr. Rowlett YES
Mr. Girone YES

ADJOURNMENT

The Northeast Community Redevelopment Agency Board meeting was adjourned at approximately 5:45 p.m.

______________________________
NICK GIRONE, CHAIRMAN
NECRA Board of the City of Mount Dora

______________________________
GWEN KEOUGH-JOHNS, MMC
City Clerk of the City of Mount Dora

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Having been duly advertised as required by law, Mayor Nick Girone called the Budget Meeting of the City Council to order at 5:30 p.m.

**Members Present**
- Nick Girone, Mayor
- Ed Rowlett, Vice-Mayor
- Laurie Tillett, District 1
- Cal Rolfson, District 2
- Marc Crail, District 3

**Also Present**
- Skip Kerkhof, Acting City Manager
- Mike Sheppard, Finance Director
- Gwen Keough-Johns, MMC, City Clerk
- Marie Rich, At-Large Even

Mayor Girone called for a moment of silence and Pledge of Allegiance to the Flag.

**PUBLIC HEARING ON FY 2016-17 FINAL MILLAGE RATE AND BUDGET**

1. **Review of changes incorporated in the 2016-17 Final Budget**

Skip Kerkhof, Acting City Manager, reviewed changes that have been made to the 2016-17 final budget by direction of City Council.

2. **Announcement and discussion that the City of Mount Dora is proposing to adopt the final millage rate of 5.9970 mills for 2016-17 Budget, which is 1.69% above the rolled-back rate of 5.8919 mills.**

Mike Sheppard, Finance Director, announced the final millage rate of 5.9970 and stated the rolled-back rate would be 5.8919 mills.
3. Read Resolution No 2016-35, Final Millage Rate

Mike Sheppard, Finance Director, read Resolution No. 2016-35 by title only.

RESOLUTION NO. 2016-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, DETERMINING THE AMOUNT OF THE MILLAGE TO BE ESTABLISHED AND IMPOSED IN ACCORDANCE WITH THE PROVISIONS OF STATE LAW AND FIXING THE RATE OF AD VALOREM TAXATION FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017 FOR THE CITY OF MOUNT DORA; PROVIDING FOR LEGISLATIVE/ADMINISTRATIVE FINDINGS; ESTABLISHING AND IMPOSING A FINAL MILLAGE RATE OF 5.9970 MILLS; PROVIDING FOR IMPLEMENTING ACTIONS BY THE CITY MANAGER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Councilmember Rolfson to approve Resolution No. 2016-35; Councilmember Tillett seconded the motion.

Motion was made by Councilmember Slaby to change the millage to the rolled back rate of 5.8919 mills; Motion died due to lack of a second.

4. Council discussion followed by public hearing public comments regarding the Final Millage Rate.

5. Approve Resolution No. 2016-35, Final Millage Rate

The motion to approve Resolution No. 2016-35, was approved by roll call vote.

Mr. Rolfson YES
Ms. Tillett YES
Mr. Slaby NO
Mr. Rowlett YES
Mayor Girone YES

6. Read Resolution No. 2016-36, Final 2016-17 Budget

Mike Sheppard, Finance Director, read Resolution No. 2016-36 by title only.

RESOLUTION NO. 2016-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, ADOPTING A FINAL CITY BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017 WITH...
 REGARD TO THE CITY OF MOUNT DORA INCLUDING REVENUES AND
EXPENDITURES AND CAPITAL PROJECTS; PROVIDING FOR
LEGISLATIVE/ADMINISTRATIVE FINDINGS; PROVIDING FOR
DELEGATION TO, AND IMPLEMENTING ACTIONS BY, THE CITY
MANAGER; PROVIDING FOR CONFLICTS; PROVIDING FOR
SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

7. Council Discussion followed by hearing of public comments.

8. Approval of Resolution No. 2016-36, pertaining to the adoption of the City’s Final budget.

Motion was made by Councilmember Rowlett to approve Resolution No. 2016-36; Councilmember Rolfson seconded the motion. The motion was approved by roll call vote.

Mr. Rowlett YES
Mr. Rolfson YES
Mr. Slaby NO
Ms. Tillett YES
Mayor Girone YES

ADJOURNMENT

The City Council meeting was adjourned at approximately 5:44 p.m.

Nick Girone, Mayor

Gwen Keough-Johns, MMC
City Clerk

In accordance with the State of Florida General Records Schedule, Audio Recordings are retained on file for two (2) anniversary years after adoption of the official meeting minutes. Recent audio recordings are available at http://www.ci.mount-dora.fl.us/Archive.aspx?AMID=70
Having been duly advertised as required by law, Mayor Nick Girone called the Regular City Council meeting to order at 6:00 p.m.

Mayor Girone called for a moment of silence and Pledge of Allegiance to the Flag.

**Members Present**
- Nick Girone, Mayor
- Ed Rowlett, Vice-Mayor
- Laurie Tillett, District 1
- Mark Slaby, At-Large
- Cal Rolfson, District 2
- Marc Crail, District 4
- Marie Rich, At-Large

**Also Present**
- Robin R. Hayes, City Manager
- Gwen Johns, MMC, City Clerk
- Lonnie Groot, City Attorney

Mayor Girone introduced Ms. Robin R. Hayes, City Manager.

**PUBLIC COMMENTS**

Ms. Michell Middleton, President of Mount Dora Center for the Arts, addressed City Council to announce the annual Art of the Deal fundraiser to be held on November 5, 2016. The theme this year is Creativity Leads to Invention.

**APPROVAL OF AGENDA**

*Motion was made by Councilmember Rolfson to approve the agenda; Councilmember Rich seconded the motion. The motion was approved by a unanimous voice vote.*

**APPROVAL OF MINUTES**

*Motion was made by Councilmember Rowlett to approve the minutes dated September 6, 2016; Councilmember Rich seconded the motion. The motion was approved by a unanimous voice vote.*

**PROCLAMATIONS / PRESENTATIONS**

Mayor Girone presented a certificate of completion to Councilmember Tillett for the Advanced Institute of Elected Municipal Officials.

Councilmember Rich invited Cynthia Blevins, Animal Control Officer and Police Chief John O’Grady to the podium. A golden catness award was given to Ms. Blevins along with coffee, a “cat” coffee mug and some special cookies from Le Petit Treats. Councilmember Rich expressed her appreciation to Ms. Blevins for the hard work she has done to make the Trap, Neuter and Release (TNR) program successful.

**PUBLIC HEARINGS**

**ORDINANCES**

1. Final Reading of Ordinance No. 2016-08 for Voluntary Annexation; 5.25 +/- Acres; Site Address 18200 US Highway 441
Lonnie Groot, City Attorney, read Ordinance No. 2016-08 by title only.

ORDINANCE 2016-08

AN ORDINANCE ANNEXING, BY VOLUNTARY PETITION, PROPERTY GENERALLY LOCATED AT THE SOUTHEAST CORNER OF US HIGHWAY 441 AND ALAMEDA DEL SUR (18200 US HIGHWAY 441), MOUNT DORA, FLORIDA, COMPRISING 5.25 ACRES MORE OR LESS, SAID PROPERTY BEING CONTIGUOUS TO THE CITY OF MOUNT DORA AND BEING ANNEXED IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; REDEFINING THE BOUNDARIES OF THE CITY OF MOUNT DORA TO INCLUDE SAID PROPERTY; PROVIDING FOR FINDINGS; PROVIDING A LEGAL DESCRIPTION AND A MAP; REVISING THE CITY COUNCIL DISTRICT; DIRECTING THE CITY CLERK OR DESIGNEE TO FILE THIS ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICER OF LAKE COUNTY, AND WITH THE DEPARTMENT OF STATE; IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; SEVERABILITY; NON-CODIFICATION AND SCRIVENER’S ERRORS; AND SETTING AN EFFECTIVE DATE.

Motion was made by Councilmember Tillett to approve the final reading of Ordinance No. 2016-08; Councilmember Rolfson seconded the motion. The motion was approved by roll call vote.

Ms. Tillett  YES
Mr. Rolfson  YES
Mr. Slaby  YES
Ms. Rich  YES
Mr. Rowlett  YES
Mr. Crail  YES
Mayor Girone  YES

2. Final Reading of Ordinance No. 2016-09 for Small Scale Future Land Use Map Amendment; Site Address 18200 US Highway 441

Mr. Groot, City Attorney, read Ordinance No. 2016-09 by title only.

ORDINANCE 2016-09

AN ORDINANCE OF THE CITY OF MOUNT DORA, LAKE COUNTY, FLORIDA, AMENDING THE FUTURE LAND USE MAP SERIES OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN, BY APPLYING THE FUTURE LAND USE DESIGNATION OF COMMERCIAL TO A 5.25 ACRE PARCEL GENERALLY AT THE SOUTHEAST CORNER OF US HIGHWAY 441 AND ALAMEDA DEL SUR (SITE ADDRESS 18200 US HIGHWAY 441); IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; SEVERABILITY; NON-CODIFICATION AND SCRIVENER’S ERRORS; AND SETTING AN EFFECTIVE DATE.
Motion was made by Councilmember Rolfson to approve the final reading of Ordinance No. 2016-09; Councilmember Rowlett seconded the motion. The motion was approved by roll call vote.

Mr. Rolfson  YES  
Mr. Rowlett  YES  
Mr. Slaby  YES  
Mr. Crail  YES  
Ms. Tillet  YES  
Ms. Rich  YES  
Mayor Girone  YES

3. Final Reading of Ordinance No. 2016-10, for change in zoning from County R-1 to City C-3

Mr. Groot, City Attorney, read Ordinance No. 2016-10 by title only.

ORDINANCE NO. 2016-10

AN ORDINANCE OF THE CITY OF MOUNT DORA, LAKE COUNTY, FLORIDA, ASSIGNING THE C-3 (HIGHWAY COMMERCIAL) ZONING CLASSIFICATION TO PROPERTY LOCATED AT THE SOUTHEAST CORNER OF US HIGHWAY 441 AND ALAMEDA DEL SUR (SITE ADDRESS 18200 US HIGHWAY 441); COMPRISING 5.25 ACRES; PROVIDING THAT THE OFFICIAL ZONING MAP BE MODIFIED ACCORDINGLY; IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; SEVERABILITY; NON-CODIFICATION AND SCRIVENER’S ERRORS; AND SETTING AN EFFECTIVE DATE.

Motion was made by Councilmember Crail to approve the final reading of Ordinance No. 2016-10; Councilmember Rowlett seconded the motion. The motion was approved by roll call vote.

Mr. Crail  YES  
Mr. Rowlett  YES  
Mr. Slaby  YES  
Ms. Tillet  YES  
Mr. Rolfson  YES  
Ms. Rich  YES  
Mayor Girone  YES

RESOLUTIONS

1. Approval of Resolution No. 2016-41, Budget Amendment providing for the carryover funding for economic development, Serenity Park and Spillman Police Services software

Mr. Groot, City Attorney, read Resolution No. 2016-41 by title only.
RESOLUTION NO. 2016-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, AMENDING THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017, FOR THE GENERAL FUND, THE PARKS IMPACT FUND AND THE DISCRETIONARY SALES TAX FUND, WITH REGARD TO THE CITY OF MOUNT DORA INCLUDING REVENUES AND EXPENDITURES; PROVIDING FOR LEGISLATIVE/ADMINISTRATIVE FINDINGS; PROVIDING FOR DELEGATION TO AND IMPLEMENTING ACTIONS BY THE CITY MANAGER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER’S ERROR AND PROVIDING FOR AN EFFECTIVE DATE.

Ms. Robin R. Hayes, City Manager, gave an explanation of the requested budget amendments.

Motion was made by Councilmember Rowlett to approve Resolution No. 2016-41; Councilmember Rich seconded the motion. The motion was approved by roll call vote.

Mr. Rowlett YES
Ms. Rich YES
Mr. Rolfson YES
Mr. Slaby YES
Ms. Tillett YES
Mr. Crail YES
Mayor Girone YES

2. Approval of Resolution No. 2016-42, Temporary extension of noise ordinance for the 2016 New Year’s Eve Fireworks Display

Mr. Groot, City Attorney, read Resolution No. 2016-42 by title only.

RESOLUTION NO. 2016-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING A TEMPORARY EXTENSION OF THE CODE OF ORDINANCES NOISE ORDINANCE, SECTION 46.120, FROM 11:00 PM TO 12:15 AM; PROVIDING FOR THE USE OF A FIREWORKS DISPLAY TO ACCOMPANY A NEW YEAR’S EVE BLOCK PARTY TO BE HELD IN THE PEDESTRIAN MALL AND SUNSET PARK; AUTHORIZING CLOSURE OF THE FOURTH AVENUE DOCK FOR LAUNCHING OF FIREWORKS; PROVIDING FOR THE ADOPTION OF RECITALS AND FINDINGS; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; AND PROVIDING FOR CONFLICTS, THE CORRECTION OF SCRIVENER’S ERRORS, SEVERABILITY AND AN EFFECTIVE DATE.
Ms. Robin R. Hayes, City Manager, explained the request for an extension to the noise ordinance. The 2016 New Year’s Eve Event is scheduled to include fireworks and will require closure of the Fourth Avenue dock for launching.

Motion was made by Councilmember Rowlett to approve Resolution No. 2016-42; Councilmember Crail seconded the motion. The motion was approved by a roll call vote.

Mr. Rowlett    YES
Mr. Crail      YES
Ms. Rich       YES
Mr. Rolfson    YES
Mr. Slaby      YES
Ms. Tillett    YES
Mayor Girone   YES

3. Approval of Resolution No. 2016-43, Exceptions for the 2016 Christmas Walk

Mr. Groot, City Attorney, read Resolution No. 2016-43 by title only.

RESOLUTION NO. 2016-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING APPLICATION FOR THE 2016 CHRISTMAS WALK EVENT TO INCLUDE CLOSING OF BAKER STREET BETWEEN 5TH AND 6TH AVENUES; DONELLY STREET BETWEEN 5TH AND 6TH AVENUES; AND TO AUTHORIZE CLOSURE OF THE FOURTH AVENUE DOCKS FOR THE LAUNCHING OF FIREWORKS; PROVIDING FOR THE ADOPTION OF RECITALS AND FINDINGS; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER’S ERROR AND PROVIDING FOR AN EFFECTIVE DATE.

Ms. Robin R. Hayes, City Manager, explained the agenda item.

Motion was made by Councilmember Rolfson to approve Resolution No. 2016-43; Councilmember Rich seconded the motion. The motion was approved by roll call vote.

Mr. Rolfson    YES
Ms. Rich       YES
Mr. Slaby      YES
Ms. Tillett    YES
Mr. Rowlett    YES
Mr. Crail      YES
Mayor Girone   YES
4. Approval of Resolution No. 2016-44, Spillman Police Services Software Contract

Mr. Groot, City Attorney, read Resolution No. 2016-44 by title only.

RESOLUTION NO. 2016-44

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, AUTHORIZING THE EXECUTION OF THE SPILLMAN TECHNOLOGIES, INC., CONTRACT FOR THE PURCHASE OF POLICE SERVICES SOFTWARE; APPROVING THE FORM AS WELL AS PROVIDING FOR OTHER ADMINISTRATIVE ACTIONS AND APPROVALS; PROVIDING FOR DELEGATION FOR THE MAYOR TO SIGN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER’S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

Ms. Robin R. Hayes, City Manager, explained the purpose of Resolution No. 2016-44.

Motion was made by Councilmember Rolfson to approve Resolution No. 2016-44; Councilmember Rowlett seconded the motion. The motion was approved by roll call vote.

Mr. Rolfson YES
Mr. Rowlett YES
Mr. Crail YES
Ms. Rich YES
Mr. Slaby YES
Ms. Tillett YES
Mayor Girone YES

5. Approval of Resolution No. 2016-45, Scottish Highland Festival

Mr. Groot, City Attorney, read Resolution No. 2016-45 by title only.

RESOLUTION NO. 2016-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING APPLICATION FOR THE 2016 MOUNT DORA SCOTTISH HIGHLAND FESTIVAL; REQUESTING TO CLOSE EDGERTON COURT AND ALLOW FOR USE OF EVANS PARK; TO ALLOW FOR STREET CLOSURES; TO ALLOW AN EXCEPTION TO THE CODE OF ORDINANCES SECTION 74.295 WHICH REQUIRES SPECIAL PERMISSION FOR THE ALLOWANCE OF DOGS INTO SPECIAL EVENTS; AND TO ALLOW AN EXCEPTION TO THE CODE OF ORDINANCES SECTION 82.210(C) IN ORDER TO ALLOW OVERNIGHT PARKING FOR REENACTMENT GROUPS; PROVIDING FOR THE ADOPTION OF RECITALS AND FINDINGS; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; AND
PROVIDING FOR CONFLICTS, THE CORRECTION OF SCRIVENERS’ ERRORS, SEVERABILITY AND AN EFFECTIVE DATE.

Ms. Robin R. Hayes, City Manager, explained details of this agenda item.

Motion was made by Councilmember Rolfson to approve Resolution No. 2016-45; Councilmember Tillett seconded the motion. The motion was approved by roll call vote.

Mr. Rolfson YES
Ms. Tillett YES
Mr. Slaby YES
Mr. Rowlett YES
Ms. Rich YES
Mr. Crail YES
Mayor Girone YES

6. Approval of Resolution No. 2016-46, Easement request from Lake County for the relocation of fiber line due to the Wekiva Parkway

Mr. Groot, City Attorney, read Resolution No. 2016-46 by title only.

RESOLUTION NO. 2016-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING THE GRANT OF A SIX FOOT EASEMENT TO LAKE COUNTY FOR THE RELOCATION OF A FIBER OPTIC LINE AT WASTEWATER TREATMENT PLANT #2; PROVIDING FOR THE ADOPTION OF RECITALS AND FINDINGS; AUTHORIZING THE MAYOR TO EXECUTE CERTAIN EASEMENT DOCUMENTS AND PURCHASE; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION, CONFLICTS, THE CORRECTION OF SCRIVENER’S ERRORS, SEVERABILITY AND AN EFFECTIVE DATE.

Ms. Robin R. Hayes, City Manager, explained the agenda item.

Motion was made by Councilmember Crail to approve Resolution No. 2016-46; Councilmember Rolfson seconded the motion. The motion was approved by roll call vote.

Mr. Crail YES
Mr. Rolfson YES
Mr. Slaby YES
Ms. Tillett YES
Ms. Rich YES
Mr. Rowlett YES
Mayor Girone YES
OLD BUSINESS

1. Approval of Amendment to the Traffic Signal Maintenance and Compensation Agreement with Florida Department of Transportation.

Motion was made by Councilmember Rowlett to approve the Traffic Signal Maintenance and Compensation Agreement; Councilmember Rolfson seconded the motion. The motion was approved by a roll call vote.

Mr. Rowlett  YES
Mr. Rolfson  YES
Mr. Slaby  YES
Ms. Tillett  YES
Ms. Rich  YES
Mr. Crail  YES
Mayor Girone  YES

2. Approval of Arborist Services for Inventory of Street and Public Property Trees and other Tree Services – RFQ 16-11-002/Ranking of Firms.

Motion was made by Councilmember Rolfson to approve Arborist Services for Inventory of Street and Public Property Trees and other Tree Services; Councilmember Rich seconded the motion. The motion was approved by roll call vote.

Mr. Rolfson  YES
Ms. Rich  YES
Mr. Slaby  YES
Ms. Tillett  YES
Mr. Crail  YES
Mr. Rowlett  YES
Mayor Girone  YES

3. Approval of Professional Consultant Services for Future Building Construction Design (PW Building, Fire Station, Etc.) and Related Services – RFQ 16-11-003/Ranking of Firms

Motion was made by Councilmember Tillett to approve Professional Consultant Services for Future Building Construction Design and Related Services; Councilmember Rolfson seconded the motion. The motion was approved by roll call vote.

Ms. Tillett  YES
Mr. Rolfson  YES
Mr. Slaby  YES
Mr. Crail  YES
Mr. Rowlett  YES
Ms. Rich  YES
Mayor Girone  YES
4. Approval of Consultant Contract with BESH for Assistance in Preparing a State Revolving Fund (SRF) Loan Application for Wolfbranch Road and Round Lake Road (north of SR 46).

*Motion was made by Councilmember Rowlett to approve consultant contract with BESH for assistance in preparing a state revolving fund loan application for Wolfbranch Road and Round Lake Road (north of SR 46); Councilmember Crail seconded the motion. The motion was approved by roll call vote.*

- Mr. Rowlett YES
- Mr. Crail YES
- Ms. Rich YES
- Mr. Rolfson YES
- Mr. Slaby YES
- Ms. Tillett YES
- Mayor Girone YES

5. Approval of Consultant Contract with BESH for Assistance in preparing an SRF Loan application for SR 46, SR 44, Round Lake Road (South of SR 46), Britt Road and US 441.

*Motion was made by Councilmember Rolfson to approve consultant contract with BESH for assistance in preparing a state revolving fund loan application for SR 46, SR 44, Round Lake Road (South of SR 46), Britt Road and US 441; Councilmember Rowlett seconded the motion. The motion was approved by roll call vote.*

- Mr. Rolfson YES
- Mr. Rowlett YES
- Mr. Crail YES
- Ms. Rich YES
- Mr. Slaby YES
- Ms. Tillett YES
- Mayor Girone YES

6. Approval of Scope of Services for Engineering Contract with BESH for utility redesign (Wekiva 3A and 3B)

*Motion was made by Councilmember Rowlett to approve scope of services for engineering contract with BESH for utility redesign; Councilmember Rolfson seconded the motion. The motion was approved by roll call vote.*

- Mr. Rowlett YES
- Mr. Rolfson YES
- Mr. Slaby YES
- Ms. Tillett YES
- Mr. Crail YES
- Ms. Rich YES
- Mayor Girone YES
CITY MANAGER UPDATE

Ms. Hayes reported City staff members are watching the storm, anticipating an update tomorrow. There will be an Emergency Operations Center (EOC) meeting tomorrow afternoon to make decisions with regard to having employees deployed at the local church where they will reside during an emergency, as well as other facility closures that may have to be considered for Friday.

CITY COUNCIL COMMENTS

National Night Out is in progress at Target this evening.

Mr. Rolfson reminded everyone that the Lawn Bowling Club will be having a big celebration beginning tomorrow if anyone has an interest in attending.

Mr. Rolfson serves on the Florida League of Cities Urban Administration Policy for the Florida League of Cities. He attended that last week and has provided a report to Ms. Hayes.

Mr. Rolfson encouraged attendance Lake County League events to represent Mount Dora.

Mr. Slaby would like consideration of an agenda item regarding trees, sometime before Florida Arbor day. He referred to past discussion about a tree committee being formed.

Mr. Rowlett asked if there is any news on Fifth Avenue. Mayor Girone said Mr. Stivender, Lake County Engineering, has contractors but they are not providing specific information. Mr. Stivender will be asked to address City Council at the October 18th meeting.

Mr. Peters said an e-mail was received today, Lake County has asked the City of Mount Dora to provide dates when they can work on Fifth Avenue in the evening, around events since the City is currently in the event season.

ADJOURNMENT

The City Council meeting was adjourned at approximately 6:58 p.m., in order to call the Community Redevelopment Agency Board meeting to order.

________________________________________
NICK GIRONE
MAYOR of the City of Mount Dora, Florida

Gwen Keough-Johns, MMC
City Clerk

*In accordance with the State of Florida General Records Schedule, Audio Recordings are retained on file for two (2) anniversary years after adoption of the official meeting minutes. Recent audio recordings are available at [http://www.ci.mount-dora.fl.us/Archive.aspx?AMID=70](http://www.ci.mount-dora.fl.us/Archive.aspx?AMID=70)*
CITY OF MOUNT DORA
FLAG CONTEST

OCTOBER 18, 2016
MOUNT DORA FLAG CREATION STEPS

For a successful roll out – 3 Action Points

1. Action desired of Mount Dora City Council so that flags may be available in time for Flag Day 2017 (June 14)

2. Review of TED Talk by Roman Mars - An entertaining video about the importance of city flags and the design methodology behind them

3. A Motion to direct City of Mount Dora City Manager Robin Hayes to undertake a flag design contest, utilizing any standing committee or ad hoc committee that she chooses as long as the designs follow the North American Vexillological Association’s Five Basic Principles of Flag Design. Three to Five final designs are to be brought back to Council before March, 2017 for final selection by Council.
Remaining Slides are Guidelines/Resources for Contest
(SUGGESTED) OFFICIAL RULES
(NOTES FOR STAFF IN BOLD)

GOOD FLAG, BAD FLAG
How to Design a Great Flag

Use 5 basic principles to create an outstanding flag for your organization, city, tribe, company, family, neighborhood, or even country!

North American Vexillological Association
The flag experts of the United States and Canada

COMPiled BY TED KAYE
1

• Designs must be submitted either as a 3x5-inch drawing or JPG image at 300x500 pixels.

• No entries will be accepted that:

  Use gradient colors

  Are two sided

  Are a design that is plagiarized or is otherwise not an original work of the artist, AND

• Each entry must be done separately

• **Staff may limit the number of entries (but at least 3 per person to be allowed)**
 Entries must include contact information for the artist including:
Name, Address, Phone Number, Email

 Categories:
  • Professional
  • 18 and over
  • Other as determined by staff or committee
3

• A paragraph (150 words or less) explaining symbolism in the flag is recommended but not required.

• (Final designs (not less than 3 or more than 5) to be sent to the City Council for selection/approval of winning design prior to the first meeting in March, 2017)
• Entries will be accepted by online submission, via email to ______, delivered in person to _____ by mail to:

• Designs must be received by _____

• Entries that do not follow the "Good Flag, Bad Flag" by NAVA guidelines will not be considered. All entries become property of the City of Mount Dora and the author/creator relinquishes all rights to the design. The City reserves the right to alter or modify designs to create an official City of Mount Dora flag that follows the above guidelines.
FIVE BASIC PRINCIPLES OF FLAG DESIGN:
All submissions must follow North American Vexillological Association’s Five Basic Principles of Flag Design:
1. Keep it Simple

The flag should be so simple that a child can draw it from memory.
2. Use Meaningful Symbolism

The flag's images, colors, or patterns should relate to what it symbolizes.
(Reference Thematic Elements Above)
3. Use 2-3 Basic Colors

Limit the number of colors on the flag to three, which contrast well and come from the standard color set. White may be included as a 4th color if motivated. (Reference South Bend Color Palette Above)
4. No Lettering or Seals

*Never use writing of any kind or an organization’s seal.*
5. Be Distinctive or Be Related

Avoid duplicating other flags, but use similarities to show connections.
RECOMMENDED RESOURCES:
The City of Mount Dora highly recommends viewing the following video and reading the booklet below for background on flag design, its importance, and its principles.

“Why City Flags are the Worst Designed Things You’ve Never Noticed” – Roman Mars, Ted Talk
An entertaining video about the importance of city flags and the design methodology behind them.

https://www.ted.com/talks/roman_mars_why_city_flags_may_be_the_worst_designed_thing_you_ve_never_noticed?language=en

Good Flag, Bad Flag Booklet
Great information about the 5 principles of flag design...very easy to read, great examples.

http://nava.org/flag-design/
DATE: October 18, 2016

TO: Honorable Mayor and City Council

FROM: Robin R. Hayes, City Manager

RE: Proclamation National Friends of Libraries Week

Introduction:
This is a request for the City Council to proclaim October 16 - 22, 2016 as National Friends of Libraries Week to honor our own Mount Dora Friends of the Library.

Discussion:
The Friends of the Library, Mount Dora was formed in 1969 as a non-profit support group for the Mount Dora Public Library as it was known then. From its establishment, our Friends have been an enthusiastic and hard working group that has supported the Library with volunteer hours and money. Throughout the years they have supported our Children’s Department activities & programs; especially the annual Summer Reading Program plus they have underwritten the majority of the costs associated with our Large Print books. Their annual used book sale has morphed, into their used book store – the Book Nook. This popular used book store is open 6 days a week and has 36 plus volunteers. Our City and our Library would have been poorer without their existence and commitment.

Attachments:
- Proclamation – National Friends of Libraries Week
PROCLAMATION

WHEREAS, Friends of the Library, Mount Dora (W. T. Bland Public Library) raise money that enables our library to move from good to great -- providing the resources for additional programming, much needed equipment, support for children’s summer reading, and special events throughout the year; and

WHEREAS, the work of the Friends highlights on an on-going basis the fact that our library is the cornerstone of the community providing opportunities for all to engage in the joy of life-long learning and connect with the thoughts and ideas of others from ages past to the present; and

WHEREAS, the Friends understand the critical importance of well-funded libraries and advocate to ensure that our library gets the resources it needs to provide a wide variety of services to all ages including access to print and electronic materials, along with expert assistance in research, readers’ advisory, and children’s services; and

WHEREAS, the Friends’ gift of their time and commitment to the library sets an example for all in how volunteerism leads to positive civic engagement and the betterment of our community; and

NOW, THEREFORE, be it resolved that I, Nick Girone, Mayor of the City of Mount Dora do hereby proclaim October 16-22, 2016, as National Friends of Libraries Week in Mount Dora, Florida. I urge everyone to join the Friends of the Library and thank them for all they do to make our library and community so much better.

__________________________________
Nick Girone,
MAYOR of the City of Mount Dora

Gwen Johns, City Clerk
DATE: October 18, 2016

TO: Mayor and City Council

FROM: Robin R. Hayes, City Manager

RE: Resolution No. 2016-47 Economic Development Strategic Planning

Introduction:

This is a request for City Council to approve Resolution No. 2016-47 to award a contract to Redevelopment Management Associates, LLC (RMA) to prepare an economic development strategic plan with fees not to exceed $40,000.

Discussion:

Resolution No. 2016-47 authorizes RMA to prepare an economic development strategic plan. The scope of services and contract agreement is attached. Pursuant to the City’s purchasing policy, “piggyback” contracts are allowed for existing government contracts. The City of Titusville has recently vetted a formal proposal for economic development strategic planning that the City of Mount Dora will incorporate with the City’s contract bid documents. RMA estimates it will take four months to complete the plan.

The attached RMA scope of services includes the second phase component of economic development activities. Once the plan is completed the City will pursue implementation and begin economic development. The second phase contract fees and agreements will be presented under a separate City Council action item at a later date.

Mount Dora is at a good position in terms of growth opportunities with the construction of the Wekiva Parkway and other future roadway improvements (US Highway 441 and SR 44 roadway expansion projects). There are other areas of the City for economic development that includes the two active Community Redevelopment Agencies (CRA), the downtown area, Golden Triangle, Highland Street, and sites along US Highway 441, that continue to promote new development and redevelopment opportunities.

Since roadway improvements will provide development opportunities and challenges, the City has recognized a need to broaden its economic development focus. An assessment of the citywide need for tax base expansion and job development in the more traditional mode of economic development will be addressed. For effective economic development that increases the number of high quality jobs, revenues and tax base, Mount Dora needs to assess its current situation and chart a path of where it wants to go in the future, and how to get there.
The goal of the City is to prepare an economic development plan within the next three months. Such plan will be presented to the City Council for implementation of the economic development program.

**Budget Impact:**

Funding for this contract service is available in the General Fund

**Exhibit:**

1. RMA Scope of Services
2. Economic Development Strategic Plan (with Redevelopment Management Associates, Inc) Piggyback Contract (City of Titusville)

**Attachments:**

1. Email Agreement Status Confirmation

Prepared by: Vince Sandersfeld, Interim Planning Director
Reviewed by: Mike Sheppard, Finance Director
RESOLUTION NO. 2016-47

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA AUTHORIZING THE EXECUTION OF A CONTRACT FOR ECONOMIC DEVELOPMENT AND PLANNING SERVICES WITH REDEVELOPMENT MANAGEMENT ASSOCIATES, LLC (RMA); APPROVING THE FORM AS WELL AS PROVIDING FOR OTHER ADMINISTRATIVE ACTIONS AND APPROVALS; PROVIDING FOR DELEGATION FOR THE MAYOR TO SIGN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENERS’ ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

Whereas, the City of Mount Dora, Florida (the “City”) has determined previously as community priority through various budget workshops and the Strategic Planning Goal Setting Workshop held by the City Council on July 9, 2016, resulting action to implement an economic development program as a high priority for the City; and

Whereas, the City is at a good position in terms of growth opportunities with the construction of the Wekiva Parkway and other future roadway improvements (US Highway 441 and SR 44 roadway expansion projects); and

Whereas, the City is desirous to implement economic development program citywide for growth opportunities, redevelopment projects, and provide economic strategies; and

Whereas, new economic development program for the City and will require all aspects of an economic development planning, such as but not limited to economic assessment, active business acquisitions, business retention/expansion, fiscal impact analysis, market research/analysis, fiscal impacts, and other aspects directly related to these planning efforts; and

Whereas, pursuant to the City’s purchasing policy, “piggyback” contracts are allowed for existing government contracts; and

Whereas, the City Council of the City now desires to (i) authorize and approve the form of the contract between the City and Redevelopment Management Associates, LLC (RMA), any exhibits attached thereto, and any other related documents and, (ii) the execution and delivery of the documents and (iii) provide additional limited general authority;

Now Therefore Be It Resolved By The City Council Of The City Of Mount Dora, Florida, As Follows:

Section 1. Authority for Resolution. This Resolution is adopted pursuant to Article VIII, Section 2, of the Constitution of the State of Florida and Chapter 166, Florida Statutes, (collectively, the "Act"). As well as the City Charter and Code of Ordinances.
Section 2. Definitions. As used herein:

(a). "City" means the City of Mount Dora, Florida.

(b). "City Manager" means the City Manager of the City or his designee.

(c). "Clerk" means the Clerk of the City or her designee.

(d). "Finance Director" means the Finance Director of the City.

(e). "Mayor" means the Mayor of the City or in the Mayor’s absence or unavailability the Vice Mayor.

(f). "City Attorney" means the City Attorney of the City or his designee.

Section 3. Findings and Awards.

(a). The findings and declarations of the City contained in the above WHEREAS clauses are hereby incorporated as a part of this Resolution.

(b). It is in the best interest of City and its inhabitants to hire a consultant to prepare economic development strategic plan.

(c). It is hereby ascertained, determined and declared that in light of prevailing and anticipated market conditions, it is in the best interest of the City to enter into a contact with Redevelopment Management Associates, LLC (RMA), upon the satisfaction of the conditions set forth in Section 4 hereof.

Section 4. Authorization of Contract. The forms of the scope of services and contract documents attached hereto or as may be required to be modified are hereby approved. The Mayor is hereby authorized to execute and deliver said agreement for the planning services, in substantially the forms attached hereto, with such additions, deletions and modifications as shall be approved by the Mayor. The Mayor’s execution thereof shall evidence approval of any such additions, deletions and modifications thereto. Notwithstanding the foregoing, the total cost shall not exceed $40,000.00.

Section 5. Additional Authorizations Concerning the Scope of services and Contract. The City Manager, the Mayor, the City Attorney, the City Clerk and the Interim Planning Director and such other officers and employees of the City as may be designated by the City Council, are each designated as agents of the City in connection with the issuance and delivery of the scope of services and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, agreements, and contracts on behalf of the City that are necessary or desirable in connection with the execution and delivery of the agreement and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution or any action relating to the transaction contemplated hereunder. Such officers and those so designated are hereby charged with the responsibility for executing the scope of service agreement for the preparation of economic development planning.
Section 6. Prerequisites Performed. The City has performed all acts, conditions, and things relating to the acquisition of the software as are required by the Constitution and Laws of the State of Florida, and the Charter and Code of Ordinances of the City.

Section 7. Savings. The prior actions of the City of Mount Dora relating to the software, as well as all related subject matters and processes, are hereby ratified and affirmed.

Section 8. Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

Section 9. Conflicts. All resolutions of the City or parts thereof in conflict herewith, if any, are hereby repealed to the extent of such conflict.

Section 10. Effective Date. The provisions of this Resolution shall take effect immediately upon its adoption.

Adopted this 18th day of October, 2016.

City Of Mount Dora, Florida

______________________________
Nick Girone, Mayor

Attest:

For use and reliance of the
Mount Dora City Council only
Approved as to form and legality

___________________________              ______________________________
Gwen Johns, City Clerk    Lonnie N. Groot, City Attorney
City Clerk
September 29, 2016

SCOPE OF SERVICES

City of Mount Dora (“Client”)
Vince Sandersfeld
Interim Planning Director
City of Mount Dora
Planning & Development Department
510 N. Baker Street
Mount Dora, Fl 32757

and

Redevelopment Management Associates, LLC (RMA) (“Consultant”)
C/O Chris Brown, Principal
2302 East Atlantic Blvd.
Pompano Beach, FL 33062
Contact: 954.695.0754
Email: chris@rma.us.com

RE: Economic Development and CRA Services

Dear Mr. Sandersfeld

Redevelopment Management Associates, LLC (RMA) (“Consultant”) is pleased to provide this proposal to the City of Mount Dora (“Client”) for consulting and management services related to Economic Development and the Mount Dora Community Redevelopment Areas.

Background

RMA has developed a specific approach that has proven to be successful in achieving a balance between the desires of the City, the citizens and the development community. Our approach thrives on meaningful participation and interaction, in public forums, among all stakeholders.

The goal of economic development is to define and implement a collective vision that reflects the needs and desires of Mount Dora residents and which capitalizes on market
opportunity. RMA has unmatched experience in this field, implementing successful economic development programs and providing the expertise to create, grow and expand vibrant business districts where people can gather, shop or be entertained, and businesses can flourish.

Please review the scope of services that we propose to provide based on your stated objectives.

**Approach**

Our first step is to understand the goals and objectives of the City for both redevelopment and new development. This process entails careful analysis of the City’s Strategic Plan, vision statement, background information, and other relevant material.

The economic development team conducts a general economic development assessment to understand the market demand and/or potential for the study areas where development and/or growth is desired. This analysis will review the real estate and housing markets, consumer supply and demand, and existing conditions analysis. The economic development assessment will evaluate all sectors of the local economy in the study area, including commercial (retail, restaurant, office), industrial, and residential (including housing affordability and housing programs). The assessment will identify opportunities to attract investment to the area, while also increasing household wealth and resisting gentrification.

A market assessment is undertaken, which evaluates the condition of each driver of economic development (land, labor, capital, markets, and regulation), identifying the common business climate themes and opportunities. This analysis will also include a general review of specific redevelopment sites, and identification of additional sites that are candidates for redevelopment.

RMA will conduct community meetings for neighborhood and homeowner’s associations, and with merchant associations. RMA will create and analyze a community survey which will be made available to the community through different platforms including printed, online, and mobile surveys. Survey results will be provided to the client in digital PDF format.

The assessment will identify targeted industries, opportunities and retail goods and service needs, and which are most appropriate for Mount Dora and are best positioned for success, either as recruitment targets or for expansion of existing businesses.
Scope of Services

The following are the tasks and assignments that RMA proposes to provide to the City of Mount Dora.

SECTION A. ECONOMIC DEVELOPMENT SERVICES

1.0 Economic Development Planning

1.1 Develop an Economic Development Strategic Plan for the City as it relates to strategic economic development initiatives.

1.2 Assist in the development of strategic planning and goals for the City. This task includes the Economic Development Assessment.

1.3 Prepare needs assessments and recommend priorities for economic development and marketing plans, projects and programs.

2.0 Optional Economic Development Services

At the client’s sole directions, RMA may provide ongoing economic development consulting services to the city of Mount Dora. These services and costs will be determined at a later date, and will be based on the recommendations of the Economic Development Strategic Plan. Services may include, but not be limited to business attraction and marketing, public meetings, and real estate industry coordination.

Reimbursable Expenses: Costs considered reimbursable include all third-party design services requested by the Client, renderings, printed materials or presentation materials and reports. Marketing for public meetings will be completed by the City of Mount Dora or will be submitted as a reimbursable expense by the Consultant.

COMPENSATION

Consultant will bill at a monthly or hourly rate based on the following services:

1.0 Economic Development Planning (One-time service)............................................. $40,000

2.0 Economic Development Services (Ongoing on an annual basis)......................... $90,000

The fee schedule for hourly services is as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principals</td>
<td>$230</td>
</tr>
<tr>
<td>Economic Dev. Director</td>
<td>$185</td>
</tr>
<tr>
<td>Urban Design/Planning Director</td>
<td>$185</td>
</tr>
<tr>
<td>Marketing Director</td>
<td>$185</td>
</tr>
<tr>
<td>Sr. Redevelopment Associate</td>
<td>$195</td>
</tr>
</tbody>
</table>
Economic Dev. Sr. Manager $175
Financial/ Market Analyst $165
Real Estate Manager $150
Project Manager II $145
Creative Director $150
Project Coordinator $  95
EcD Coordinator $115
Sr. Urban Designer $150
Urban Designer/Planner II $125
Urban Designer/Planner I $115
Marketing Manager $125
Marketing Coordinator $100
Graphic Designer $  85
Administrative Assistant $  80

We look forward to working with the City of Mount Dora by providing these services.
Piggyback Contract (City of Titusville)

The City of Mount Dora ("City") enters this "Piggyback" Contract with Redevelopment Management Associates, Inc., a Florida corporation, authorized to do business in the State of Florida, (hereinafter referred to as the "Vendor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Purchasing Policy for the City of Mount Dora allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has been awarded a procurement contract under its successful competitive procurement status with The City of Titusville, Florida, said purchasing activity being identified as the "Agreement" Between The City of Titusville, Florida and Redevelopment Management Associates, Inc. for an Economic Development Strategic Plan which arose under "RFP# 15-P-060" relating to services being described in Exhibit "A" referenced below; said original purchasing activity being referred to as the ("original government contract"). The original government contract provides the pricing for City purchase orders issued under this Contract and the City will issue work orders, as needed by the City, in order to implement the provisions of this Contract.

2. The original government contract is incorporated herein by reference and is attached as Exhibit "A" to this Contract. All of the terms and conditions set out in the original government contract are fully binding on the parties and said terms and conditions are incorporated herein as well as the City's standard contractual terms and conditions posted on the City's Web site.

3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City, as follows:
   (a) Time Period ("Term") of this Contract: N/A.
   (b) Insurance Requirements of this Contract: Insurance Requirements set forth on City's Web site.
(c) Any other provisions of the original government contract that will be modified: See City's Web site.

4. Address change for the City: Notwithstanding the address and contact information for the government entity as set out in the original government contract, the Vendor agrees that he/she/it shall send notices, invoices and shall conduct all business with the City to the attention of the Interim Planning Director, at: City of Mount Dora, 510 North Baker Street, Mount Dora, Florida 32757. The Interim Planning Director for this Contract is Mr. Vince Sandersfeld; City Hall; City of Mount Dora; 510 N. Baker Street; Mount Dora, Florida 32757, telephone number (352.735.7112) and whose e-mail address is: sandersfeldv@cityofmountdora.com.

5. Notwithstanding anything in the original government contract to the contrary, the venue of any dispute will be in Lake County, Florida. Litigation between the parties arising out of this Contract shall be in Lake County, Florida in the Court of appropriate jurisdiction. The law of Florida shall control any dispute between the parties arising out of or related to this Contract, the performance thereof or any products or services delivered pursuant to such Contract.

6. Notwithstanding any other provision in the original government contract to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the court of appropriate jurisdiction in Seminole County, Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

7. All the services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the City, and the laws of any Federal, State, or local regulatory authority.

8. All other provisions in the original government contract are fully binding on the parties and will represent the agreement between the City and the Vendor, but see City's Web site.

9. The Vendor agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the Vendor must:
(a) Keep and maintain public records required by the City to perform the service,

(b) Upon request from the City's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law,

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the City,

(d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City, and

(e) If the Vendor does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the Vendor shall be subject to all rights and remedies of the City and the public under controlling State law. A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Vendor of the request, and the Vendor must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the Vendor to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The Vendor shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the City with a copy of the Vendor's response to each such request.
IF THE CONTRACTOR (VENDOR) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S (VENDOR’S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 735-7126, JOHNSG@CI.MOUNT-DORA.FL.US, 510 N. BAKER STREET, MOUNT DORA, FL 32757.

Entered this ______ day of ____________________________, 2016

Redevelopment Management Associates, Inc.:

By: _____________________________

Authorized Signature

______________________________

Date:

______________________________

Vendor Attest Signature

City of Mount Dora:

By: _____________________________

Nick Girone, Mayor Signature

______________________________

City Clerk Attest Signature

______________________________

Date

Approved as to form and legal sufficiency:

______________________________

Mr. Lonnie Groot - City Attorney Signature
<table>
<thead>
<tr>
<th>Proposal #15-P-060</th>
<th>Due Date: October 22, 2015 @ 3:00 PM</th>
<th>Mail Date: September 24, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Specialist: Tom Flowers</td>
<td>Respond: 555 South Washington Avenue Titusville, Florida 32796</td>
<td></td>
</tr>
<tr>
<td>Pre-Proposal Conference October 14, 2015 9:00 AM</td>
<td>Located in Council Chambers, 2nd Floor City Hall 555 South Washington Avenue, Titusville, Florida 32796</td>
<td></td>
</tr>
</tbody>
</table>

Qualification Title/Name: Consultant Services For Economic Development Strategic Plan

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City Of Titusville, Florida

CONSULTANT SERVICES FOR ECONOMIC DEVELOPMENT STRATEGIC PLAN

September 2015
NOTICE OF INVITATION
REQUEST FOR PROPOSAL

THE CITY OF TITUSVILLE IS REQUESTING SEALED PROPOSALS FROM LICENSED FIRMS QUALIFIED AND CAPABLE TO DEVELOP A COLLABORATIVE ECONOMIC DEVELOPMENT STRATEGIC PLAN THAT WILL GUIDE THE STRATEGIES AND GOALS EXECUTED BY THE ECONOMIC DEVELOPMENT DEPARTMENT DURING A SHORT TERM ONE (1) YEAR, MID-TERM THREE (3) YEARS AND LONG-TERM (5) YEARS. PROPOSALS WILL BE ACCEPTED BY THE CITY OF TITUSVILLE AT CITY HALL, 555 S. WASHINGTON AVENUE, TITUSVILLE, FLORIDA 32796, UNTIL 3:00 PM ON OCTOBER 22, 2015, AT WHICH TIME AND DATE THE NAMES OF ALL THE FIRMS THAT SUBMITTED PROPOSALS WILL BE PUBLICLY ANNOUNCED IN THE CITY COUNCIL CHAMBER. ANY PROPOSALS RECEIVED AFTER THE TIME AND DATE SPECIFIED ABOVE WILL NOT BE CONSIDERED. SEALED ENVELOPES SHALL CONTAIN THE NAME OF THE PROPOSING FIRM AND BE MARKED AS FOLLOWS:

PROPOSAL NUMBER: 15-P-060
TITLE: CONSULTANT SERVICES FOR ECONOMIC DEVELOPMENT STRATEGIC PLAN
OPEN: OCTOBER 22, 2015 @ 3:00 PM

Firms interested in submitting a proposal may download the RFP documents from the City’s website; or from ONVIA Demand Star or may request them from the Purchasing and Contracting Administration Office located in City Hall via email from tom.flowers@titusville.com.

Firms shall be able to be properly licensed to conduct business in the State of Florida, with all licenses, permits, and certificates as required by all local, State of Florida, and Federal agencies.

Any proposal received without Proposal Signature Page, Public Entity Crime Form, Drug Free Workplace Form, and Proof of Insurance may be considered incomplete and immediately disqualified. Any person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a proposal as proscribed by Section 287.133, Florida Statues.

A Pre-Proposal conference is scheduled for October 14, 2015 at 9:00 AM at Council Chamber, City Hall, 555 S. Washington Avenue, Titusville, Florida. It is recommended that interested proposers attend.

Questions concerning this project should be directed to Tom Flowers, Procurement Contracts Coordinator via telephone 321-567-3973 or email: tom.flowers@titusville.com

The City reserves the right to make any changes to this RFP, or to reject any and all proposals, or parts of any and all proposals, or to accept any proposal or portion thereof deemed to be in the best interest of the City, or postpone or cancel this RFP, at any time, or to re-solicit this RFP, or to waive any irregularities in this RFP or in the offers received as a result to this RFP. The City also reserves the right to request clarification or information from any firm that submitted a proposal. The City is not liable for any expenses incurred by any firm as a result of being a respondent to this solicitation.

RFP # 15-P-060 Economic Development Strategic Plan

Page 2 of 33
ECONOMIC DEVELOPMENT STRATEGIC PLAN

SCOPE OF SERVICES

I. General Project Scope

The City is seeking a qualified consultant for development of a collaborative Economic Development Strategic Plan, which will guide the goals, and priorities for the short term one (1) year, mid-term three (3) years and long-term five (5) years for the Economic Development Department. The successful consultant will identify economic development priorities and goals that cover past and present plans, existing targeted industry sectors, investment programs, and services such as small business support programs, and marketing resources. The methodology and underlying assumptions employed in prior studies are to be reviewed and compared to the current condition.

1. Background: The City of Titusville is a full service city covering 30.3 square miles with a population of approximately 44,206 (US Census estimates 2013). Titusville is located in Brevard County, on the west shore of the Indian River Lagoon, directly across from the John F. Kennedy Space Center. Since 2005, the unemployment rate in Titusville, Florida has ranged from 2.6% in April 2006 to 14.1% in August 2011. The current unemployment rate for Titusville is 6.6% in February 2015. The community’s assets continue to give the City a sense of place, complementing the regional assets that have a significant influence on Titusville’s vision for the future. Titusville is the eastern anchor of Florida’s high tech corridor. Industrial parks and prime commercial properties are near the major highways, I-95, SR 528/ Beachline Expressway and SR50, all providing easy access. A few top rankings include, Titusville’s MSA ranking is among the top three (of 360) metropolitan areas in the United States for concentration of Electrical Engineers and Technicians. Brevard County ranks 2nd highest concentration of high-tech manufacturing jobs in the U.S. according to the Brookings Institution. Brevard Public schools ranked 1st in best school quality of all large public school districts in the US, according to the Brookings Institution.

2. Description of Services: The City intends to award a contract to a qualified firm for development of a collaborative Economic Development Strategic Plan which will guide the strategies and goals executed by the Economic Development Department over the next short term one (1) year, mid-term three (3) years and long-term five (5) years. This plan should be developed using a highly participative process, based on the active engagement of public, private, educational and community stakeholders.

Firm will meet and interview members of the Economic Development staff on-site to obtain their perspectives on the economic development potential for Titusville including:

a. Top overall economic development priorities
b. Past and present economic development plans and fiscal analyses
c. Existing targeted industry sectors
d. City’s Investment Program – toolkit
e. Current services – Business Retention & Expansion, small business assistance and entrepreneur strategies, marketing resources
Firm will conduct individual interviews with elected leadership (coordinated by the City), City Manager, Community Development Director and primary economic development stakeholders including members of the Economic Development Commission of Florida Space Coast, Space Coast Economic Development Commission, North Brevard Economic Development Zone, Space Coast Regional Airport, Greater Titusville Renaissance, and Titusville Area Chamber of Commerce to allow for the completion of a custom Strengths, Weaknesses, Opportunities and Threats (SWOT) assessment.

Prepare an Economic Base Study – The consultant will prepare an analysis of the City’s economic base, which includes an understanding of how each business sector contributes to the economy. The analysis should include a comparison to surrounding cities in Brevard, Volusia and Orange counties.

Prepare an Analysis of Strategic Areas of Economic Development – the southern region of the city has been identified as an employment center. The airport, county commerce park and US 1 Commerce Park. The following should be included in the analysis:

a. Constraints and opportunities of each area. These factors include access, transportation and transit, housing, infrastructure and public service capacity.

b. Identify the role of incentives to develop these areas including, property tax rebates, and incentives from the North Brevard Economic Development Zone.

Prepare an Economic Development Strategic Plan – the consultant will complete an Economic Development Strategic Plan with a 1, 3 and 5-year plan, which will be a compilation of the above-mentioned analyses and include, at a minimum, the following elements:

a. Situational analysis –
   i. Review and analyze key economic indicators, emerging trends and demographics, upcoming events that may shape the local economy.
   ii. Competitive benchmarking against the City’s main competitors
   iii. SWOT analysis
   iv. Determine any market gaps and opportunities for specific sector attraction and development

3. Outcome:

   a. Priorities of Mayor, Council and City Management as to the major opportunities and challenges confronting Titusville’s economic development.
   b. Alignment as to what the guiding principles of the city’s economic development strategic plan should encompass.
   c. Understanding and consensus about Titusville’s primary strengths, weaknesses, opportunities and threats (SWOT) that directly influence the City’s economic development competitiveness, and identification of those issues/items that require action in the short-term and long-term.
   d. Recommendations on how Titusville can maximize the economic opportunities of community assets.
   e. A framework for moving forward, including but not limited to:
      i. Recommended roles and responsibilities for the City’s Economic Development Department and its primary economic development partners
11. Assessment of City of Titusville’s current and future employment (office/industrial) attraction potential related to existing and future employment sites

i. Key priorities for Titusville’s economic development efforts including targeted sectors

iv. High level action items and timelines for implementation

3. Deliverables:
   a. Final summary of all discussions and presentation of an Economic Development Strategic Plan that will guide the development of the City’s Economic Development action plan and long-term strategies, prepared in written and PowerPoint format. Firm will present this framework at two (2) public meetings.
   b. A proprietary Economic Development Strategic Plan for the outlining goals and priorities for the short term one (1) year, mid-term three (3) years and long-term (5) years in areas including, but not limited to targeted industry sectors, business attraction efforts, business retention and expansion, small business development and entrepreneurial support. This framework will include research on major trends locally and nationally that are influencing business decisions.
   c. Recommended metrics for assessing progress in achieving objectives. Please include estimated costs associated with the implementation of objectives.
   d. Twelve hard copies and electronic copy of the final summary and presentation documents.
   e. Develop a timeline and milestone schedule with completion deadline dates.
   f. Alignment and support for the Strategic Framework with an outline of what resources will be needed from a staffing and budgetary perspective in order to actualize the framework.

II. Professional Services Required

In addition to the services stipulated above in 1.2. Description of Services, Consultant shall perform, or provide or conform to the following as applicable:

A. The selected firm should allocate time for the project manager to make two (2) public meetings before the City Council to present the findings, convey recommendations and provide the supporting rationale and documentation that guides the City’s long term strategies in the Economic Development Strategic Plan.

B. Customary printing, reproduction, travel, mailing, courier deliveries, telephone calls, or other ancillary expenses shall be included in the annual contract fee. There will be no provisions for normal reimbursable expenses between the City and the selected consultant. Please provide a schedule of charges for the above services above the usual and customary level.

C. Consultant will be expected to agree to allow duly authorized agents of the City of Titusville access to any original books, documents, papers or computer files which are directly pertinent to this project for the purposes of making audit examinations, excerpts, and transcriptions. Consultant shall maintain all said records for three (3) years after the City’s final payment for services related to this matter.
D. Consultant will be expected to agree that deliverables under any contract resulting from the award of the Request for Proposal will be without exception, available for duplication, dissemination, and use by the City of Titusville as needed without restrictions or liability for copyright royalties or usage fees.

E. Adherence to the work schedule mutually agreed to by the Consultant and the City as provided in the contract.

III  RFP Timetable

The city will use the following tentative timetable, which should result in the selection of a consultant by December 2015:

<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
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<tbody>
<tr>
<td>September 24, 2015</td>
<td>Send out request for proposals</td>
</tr>
<tr>
<td>September 24, 2015 –</td>
<td>Vendor Preparation and submission</td>
</tr>
<tr>
<td>October 22, 2015</td>
<td></td>
</tr>
<tr>
<td>October 14, 2015, 9:00 AM</td>
<td>Pre-proposal conference</td>
</tr>
<tr>
<td>October 22, 2015, 3:00 PM</td>
<td>Public opening of written proposals</td>
</tr>
<tr>
<td>October 22 – November</td>
<td>Evaluate proposals, conduct interviews</td>
</tr>
<tr>
<td>30, 2015</td>
<td>if needed, and rank proposals</td>
</tr>
<tr>
<td>December 8, 2015</td>
<td>Council meeting to approve selection</td>
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<tr>
<td></td>
<td>and to approve recommendation of award</td>
</tr>
<tr>
<td>January 6, 2016</td>
<td>Commencement of Work</td>
</tr>
</tbody>
</table>

Minimum Qualifications

Proposing firm (Proposer or Vendor or Consultant) shall be licensed or certified to conduct business in the State of Florida, and have a minimum of 10 years prior experience in developing Economic Strategic Plans. Vendor’s proposal shall include documentation demonstrating Vendor’s prior experience performing the services required herein.

IV.  Submittal

A. The City of Titusville, Florida will receive proposals for Economic Development
Strategic Plan RFP # 15-P-060 until 3:00 PM, October 22, 2015. Sealed proposals shall be mailed or delivered to the City’s Purchasing and Contracting Division located on the 2nd Floor in City Hall 555 S. Washington Avenue, Titusville, FL 32796.

B. The proposals received by the above stated due date and time will be publicly opened in Council Chambers, City Hall, 555 S. Washington Avenue, Titusville, Florida, in the presence of City officials at the above stated time and date, and the names of the firms that submitted proposals will be announced. All Proposers or their representatives are invited to be present.

C. Any proposals received after above stated time and date will not be considered. It shall be the sole responsibility of the Proposer to have their proposal delivered to the location stated in D.1. above, for receipt on or before the above stated time and date. If a proposal is sent through the U.S. Mail or any other means, the Proposer shall be responsible for its timely delivery to the location stated in D.1. above. Late proposals shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Proposer's request and expense.

D. Each Proposer shall examine and review the Request for Proposal documents. Should clarification or additional information be required, a written request must be submitted to Mr. Tom Flowers in the City Purchasing Office or emailed to tom.flowers@titusville.com, no later than five (5) business days prior to the deadline for submittal of proposals. At its discretion, the City may answer such inquiries by means of a written Addendum. The City shall not be responsible for oral information given by any City employee or other person. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Request for Proposal, the City will attempt to notify all known prospective Proposers; however, it shall be the responsibility of each Proposer, prior to submitting their proposal, to contact the City’s Purchasing and Contracting Division at 321-567-3973 to determine if addenda were issued and to make such addenda a part of the proposal.

E. One (1) signed original Proposal and five (5) photocopies of your proposal and attachments shall be submitted in one sealed package, clearly marked on the outside "Sealed Proposal for Economic Development Strategic Plan Contract RFP #15-P-060" and addressed to: City of Titusville, Purchasing & Contracting Division 555 S. Washington Avenue Titusville, Florida 32796.

F. Proposals shall clearly indicate the legal name, address and telephone number of the Proposer (corporation, firm, partnership or individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Proposer to the submitted proposal.

G. All expenses for making proposals to the City are to be borne by the Proposer. The City is not liable for any expenses incurred by any firm as a result of being a respondent to this solicitation.
H. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer for a period of 90 days or until one or more of the proposals have been duly accepted and a contract is executed by the City Council, whichever occurs first. City Council action on proposals normally will be taken within 60 days of opening; however, no guarantee or representation is made herein as to the time between the proposal opening and subsequent Council action.

I. The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and/or to request resubmission. There is no obligation on the part of the City to award the contract to the lowest Proposer, or any Proposer. The City reserves the right to award the contract to a responsible Proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interests of the City. The City shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest, and its decision shall be final.

J. Statement of "No Bid" Form: If your firm chooses not to submit a proposal, please complete and return the enclosed Statement of "No Bid" form.

VI. Guidelines for Submission of Required Information

A. Eligibility: To be eligible to qualify as a vendor for this project, the following minimum requirements must be met:

1) Proposer shall have the Minimum Qualifications described herein in Page 6.

2) Proposer shall be properly licensed and capable to conduct business in the State of Florida with all required licenses and/or certifications in effect.

B. Information to be Included in the Proposal: In order to maintain comparability and enhance the review process, it is required that proposals be organized in the manner specified below.

1) Title Page
   Show the project name, the name of Proposer’s firm, address, telephone number, name of contact person and the date.

2) Table of Contents
   Include a clear identification of the material by section and by page number.

3) Letter of Transmittal
   (a) Briefly state Proposer’s understanding of the services to be provided hereunder and make a positive commitment to perform all the necessary services and tasks in a timely manner and in accordance with any performance schedule agreed to by the parties. Indicate if any proposed services will be performed by a subcontractor or sub-consultant.
(b) Give the name of the individual authorized to submit proposal and the names of the persons who will be directly responsible for this engagement and authorized to make presentations for the Proposer, their titles, addresses, and telephone numbers. The City reserves the right to approve or reject Proposer’s staff assigned to this engagement at any time.

4) **Profile of Proposer, Financial Strength/Stability and Litigation History**

   (a) Indicate whether the firm is local, regional, or national.

   (b) Provide the location of the office responsible for this engagement and the number of partners, managers, supervisors, and other professional staffed employed at that office.

   (c) Describe the range of activities performed at the assigned office.

   (d) Provide details of the firm’s financial strength and stability. Provide copies of audited financial statements for year ending 2013. The City is subject to the State of Florida Public Records Law; consequently, firms need to identify as confidential any information that is provided to the City and whether it is eligible to be confidential under said law.

   (e) List all terminated contracts, during the last 10 years, providing reason for and date of termination, Owner and other pertinent details.

   (f) List of filed lawsuits, during the last 10 years, providing details of the claim, Owner, the status of the case and resolution where applicable.

5) **Summary of the Proposer’s Qualifications** (in addition to minimum qualifications)

   Provide details of prior or current engagements documenting firm’s experience in developing a collaborative Economic Development Strategic Plan which will guide the strategies and goals by the Economic Development Department. Provide details of at least five (5) engagements, if possible in Florida, and with identical or similar scope of services as the services required herein. Provide, for each engagement, project details such as scope of services (describe in detail), contract duration, owner and contact reference information. Provide a complete list of firm’s current and prior engagements developing Economic Strategic Plans.

6) **Proposer’s Staff Qualifications** (in addition to minimum qualifications)

   (a) Proposal shall include a listing of all personnel assigned to perform the various services and tasks included in this engagement.

   (b) Identify the partners, managers and supervisors who will work on this project, including staff from other than the local office if necessary. An organization chart for Project proposed staffing may be provided. Resumes of principals and/or staff members to be assigned to the project must be submitted including the following information:
• Education,
• Relative Supplementary education,
• Experience in State of Florida rate studies (public and private),
• Experience in rate studies (public and private) outside the State of Florida,
• Professional recognitions, awards, etc.

(c) Provide details of prior or current engagements documenting the experience for each individual, assigned to this project, in developing collaborative Economic Development of Strategic Plans. For each assigned individual, furnish details for five (5) engagements, if possible in Florida, with identical or similar scope of services as the services required herein. Provide, for each engagement, project details such as: scope of services (describe in detail), contract duration, owner and contact reference.

7) Engagement Approach

(a) Provide a detailed engagement approach describing in detail how the Proposer intends to provide the services required herein detailing means and methods and staff assigned for each component of the engagement scope of services including, but not limited to, the following:

• Identification and explanation of the major components required to perform and complete the objectives of this engagement including, but not limited to the following: (i) meet with all the stakeholders as stipulated on page 3 herein; (ii) prepare Economic Base Study; (iii) prepare Analysis of Strategic Areas of Economic Development; (iv) prepare and provide the Economic Development Strategic Plan; (v) prepare and provide identified Outcome items.
• The deliverables resulting from each component.
• The approach that the Respondent will use to complete each component.

(b) Indicate if any proposed services will be performed by a subcontractor or sub-consultant.

8) Engagement Schedule

Provide a detailed schedule showing the overall duration of developing a collaborative Economic Development Strategic Plan and identifying the timeline required for each component of the engagement.

9) Compensation

Provide the proposed cost fee(s) for the development of the Economic Development Strategic Plan that includes all out-of-pocket expenses.
Additionally, include a schedule of hourly wage rates that may be used if additional services are required during the term of the contract.

10) City-Provided Forms

(a) Completed and notarized “Drug Free Workplace Certification”
(b) Completed and notarized “Public Entity Crimes Certification”

VII. Evaluation of Proposals

After the Proposal opening, a City Evaluation/Selection Committee will evaluate the duly submitted proposals received by the City using the criteria factors contained herein, and select the best overall proposal, as determined by the Committee. Based on the number of responses, the Committee may shortlist proposals to a minimum of three (3) and may request oral presentations by the shortlisted firms. A recommendation of the best overall proposal, as determined by the Committee, will then be presented to the City Council for their approval. City Council’s decision is final.

The Evaluation criteria include the following factors:

<table>
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<tr>
<th>CRITERIA FACTORS</th>
<th>POINT RANGE</th>
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<tbody>
<tr>
<td>1. Prior experience in the development of collaborative Economic Development of Strategic Plans.</td>
<td>0-20</td>
</tr>
<tr>
<td>2. Local knowledge and experience.</td>
<td>0-10</td>
</tr>
<tr>
<td>3. Qualifications and experience of staff to be assigned to project. Experience on similar project assignments will be determined from the material provided by the applicant.</td>
<td>0-20</td>
</tr>
<tr>
<td>4. Project/Engagement Schedule.</td>
<td>0-5</td>
</tr>
<tr>
<td>5. Project/Engagement Cost.</td>
<td>0-25</td>
</tr>
<tr>
<td>6. Engagement Approach.</td>
<td>0-20</td>
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</tbody>
</table>

Maximum Total Points Possible ........................................... 100

Each proposal will be independently evaluated on Factors 1 through 6 above. Note: Points for Evaluation Factor 5 “Project/Engagement Cost” will be awarded in the following manner:

a. Proposer offering lowest Project Cost will receive maximum 25 points
b. Second lowest proposer will be awarded points based on the following formula:

Low-proposer price divided by second low proposer price with outcome multiplied by the maximum weight, i.e:
Second Lowest Proposer Points = (L P Fee(s)/S L Proposer Fee(s)) X 25 points

VIII. **General Provisions**

A. The personnel assigned to this engagement shall be experienced and qualified to perform the services and tasks required herein and shall hold, if required by any licensing or certification board, all required certifications and/or licenses in effect. Proposal shall include documentation of Proposer's personnel prior experience performing the services required in this document.

B. Proposer shall staff the project phases with the necessary trained and experienced personnel to accomplish the work in an effective and timely manner.

C. Upon request by the City, Proposer shall immediately remove and replace employee(s) who do(es) not comply with contract requirements.

D. Proposer shall strictly adhere to the schedule mutually agreed to by the City and the Proposer as provided in the contract.

E. Proposer shall designate, in the submittal, an individual acceptable to the City to be the engagement contact person. Such individual shall be the single point interface between the City and Proposer on all matters concerning the contract.

F. The City reserves the right to approve or reject consultant's staff assigned to this project at any time.

IX. **General Conditions**

A. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the City and shall contain, as a minimum, applicable provisions of this Request for Proposal. The City reserves the right to reject any agreement, which does not conform, to the request for proposal and any City requirements for agreements and contracts.

B. Proposer shall not sublet, assign, or transfer any work under this Contract without the written consent of the City. When applicable, and upon receipt of such consent in writing, the Consultant shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted on the reports, standards and agreements.

C. The City of Titusville shall make monthly payments for satisfactory services rendered and approved by the City after receipt of a properly completed invoice in accordance with the Local Government Prompt Payment Act, Florida Statute 218.70-78.

D. All applicable laws and regulations of the State of Florida and ordinances and
regulations of Brevard County and the City of Titusville will apply to any resulting agreement. In the event of litigation, venue will be Brevard County, Florida.

E. **Hold Harmless and Indemnification:** The Proposer shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Proposer or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

F. **Ex Parte Communication:** Please note that to assure proper and fair evaluation of proposals, after the Request for Proposals is issued by the City, any ex parte communication initiated by the Proposer to any City Council member or City employee, other than the City’s Procurement Specialist identified on page one in order to obtain information or clarification needed to develop a proper and accurate proposal, is prohibited. Ex parte communication, shall not only be grounds to reject/disqualify a Proposer in this procurement, but also may be grounds for disqualifying the offending Proposer from consideration on any future proposal.

G. **Lobbying:** Proposers are not permitted to lobby any City Council member. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a City Council member on the award of this contract. Any Proposer or individuals that lobby on behalf of a Proposer may by their actions cause their Proposer’s submission to be rejected/disqualified.

H. **Non-Confidentiality of Proposals:** The City does not warrant the confidentiality of proposals submitted in response to this Request for Proposals. All proposals are subject to Florida’s public records law and must be open to viewing by anyone who requests to see them, consequently Proposers requiring confidentiality must consider this before submitting. An exception to this is in Section 119.07 of the Florida Statutes. To comply with this request and to protect confidential information (that you think qualifies) as required by Section 119.07 of the Florida Statutes, we want to know if any portion of your proposal is confidential or “exempt from disclosure”. If your proposal contains such information and it is your desire to protect its confidentiality, the confidential information must be in a marked sealed envelope separable from your proposal and you must advise the City with specificity the applicable law making that information exempt from disclosure. A general comment or stamp that information is “confidential” will not suffice.

I. **Non-Warranty of RFP:** Due care and diligence have been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent
of the exposures to risk and verification of all information herein shall rest solely with the Proposers. Neither the City of Titusville nor its employees or representatives shall be responsible for any error or omission in this RFP, nor for the failure on the part of the Proposer(s) to determine the full extent of the exposures.

J. **Contingent Fees:** The successful Proposer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the successful Proposer, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the successful Proposer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the City shall have the right to terminate this Agreement without further liability, and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift, or consideration paid in breach of this Agreement.

K. **Independent Contractor:** Proposer is an independent contractor. Neither Contractor nor Contractor’s employees are employees of the City. Contractor shall have the right to control and direct the means and methods by which the Work is accomplished. Contractor may perform services for others, which solely utilize Contractor’s facilities and do not violate any confidentiality requirements of this Agreement. Contractor is solely responsible for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor’s duties with respect to Contractor, its officers, agents, and employees, shall include, but not be limited to: (1) providing Workers’ Compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the CRA or City provides training, equipment, materials, or facilities or otherwise facilitate performance of the Work, this shall not affect any of Contractor’s duties hereunder or alter Contractor’s status as an independent contractor.

L. **Retention of Records/Access to Records:** Unless otherwise required, the successful Proposer will retain all Economic Resources Rate Study for a period of five (5) years from the date of termination of the agreement. The successful Proposer shall ensure that such records are available for examination by the City of Titusville during Proposer’s normal business hours.
M. Public Entity Crimes Certification: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a proposal/bid on a contract to provide any goods or services to a public entity; may not submit a proposal/bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit a proposal/bid on leases of real property to a public entity, may not be award or perform work as a contractor, supplier, subcontractor, or proposer under a contract with a public entity, and may not transact business with any public entity in excess of threshold amounts provided in Section 287.017 Florida Statutes for a period of 36 months from the date of being placed on the convicted vendor list.

N. Drug Free Workplace Certification: All proposers must complete the enclosed "Drug Free Workplace Certification by Vendor" if applicable, and submit it with their proposal.

O. Insurance: The proposer shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the Vendor, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted no later than ten (10) days prior to the commencement of services and such coverage shall be maintained by the Vendor for the duration of the contract period for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after contract completion date.

1. General Liability: Coverage shall be as broad as Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.
   Minimum Limits
   i. $1,000,000 General Aggregate Limit
   ii. $1,000,000 Products & Completed Operations
   iii. $1,000,000 Personal and Advertising Injury
   iv. $1,000,000 Each Occurrence Limit
   v. $50,000 Fire Damage Limit
   vi. $25,000 Medical Expense Limit

2. Automobile Liability: Coverage sufficient to cover all vehicles owned, used, or hired by the Vendor, his agents, representatives, employees or subcontractors.
   Minimum Limits
   i. $1,000,000 Combined Single Limit
   ii. $1,000,000 Each Occurrence Limit
   iii. $10,000 Medical Expense Limit


3. Professional Liability: Minimum limits are $1,000,000 per occurrence.

   a. All deductibles or self-insured retention shall appear on the certificate(s).
b. The City of Titusville, its' officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.

c. Vendor's insurance shall:
- be primary over any applicable insurance or self-insurance maintained by the City.
- provide 30 days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

d. All coverages for subcontractors used by Vendor shall be subject to all of the requirements stated herein.

e. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or Vendor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

f. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the City, its' officers/officials, agents, employees and volunteers.

g. The insurer shall agree to waive all rights of subrogation against the City, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.

h. Vendor shall furnish the City certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.

i. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than A:VII. If A.M. Best rating is less than A:VII, approval must be received from City's Risk Management Officer.

THE CITY RESERVES THE RIGHT TO CHANGE OR MODIFY LIMITS OF LIABILITY OR COVERAGE FOR PROJECTS OF AN UNUSUAL SIZE OR RISK.

LOCAL PREFERENCE POLICY
(Ordinance No. 6-1994 and as amended by Ordinance No. 10-1995)

The City of Titusville grants preference to those vendors, contractors or service providers whose
primary business location is within the physical City limits of Titusville or Brevard County boundaries and have held a valid occupational license for a period of no less than one year. A 3% preference is given to City vendors/contractors and County vendors/contractors receive a 1% preference on bids, which do not exceed $1,000,000. Preference consideration will be applied to offerors to this bid proposal. Local business shall be defined in accordance with said ordinance, which is available for review in the City Clerk's or Purchasing & Contracting Administrator's office and will be provided if requested for the cost of copying.

**PRICE PROPOSAL PAGE**

To: The City of Titusville, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the Scope of Services, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms and conditions of this proposal.

<table>
<thead>
<tr>
<th>Phases</th>
<th>DESCRIPTION</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase I</td>
<td>Meet with stakeholders and develop Goals and Strategies for engagement.</td>
<td>$</td>
</tr>
<tr>
<td>Phase II</td>
<td>Prepare and provide an Economic Base Study.</td>
<td>$</td>
</tr>
<tr>
<td>Phase III</td>
<td>Prepare and provide an analysis of Strategic Areas of Economic Development.</td>
<td>$</td>
</tr>
<tr>
<td>Phase IV</td>
<td>Prepare and provide an Economic Development Strategic Plan.</td>
<td>$</td>
</tr>
<tr>
<td>Phase V</td>
<td>Prepare and provide identified outcome items.</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL ENGAGEMENT PRICE**

Proposal submitted by:
Name (printed) ____________________________ Title ____________________________

Company (Legal Registered) ____________________________

RFP # 15-P-060 Economic Development Strategic Plan
Addendum Acknowledgement – Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. ___________________________ Date Issued ___________________________
Addendum No. ___________________________ Date Issued ___________________________
Addendum No. ___________________________ Date Issued ___________________________

Variances: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments, or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variance:

__________________________________________________________________________

ANTI-COLLUSION STATEMENT

By submitting a response to this RFP, the Proposer certifies that the Proposer has not divulged to, discussed or compared his/her competitive proposal with other Proposers and has not colluded with any other Proposers or parties submitting a Proposal for the same purpose, and that its proposal is in all respects fair and without collusion or fraud. Also, the Proposer certifies, and in the case of a joint competitive proposal each party thereto certifies as to its own organization, that in connection with the competitive proposal:

1. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor;

2. Any prices and/or cost data quoted for this competitive proposal have not been knowingly disclosed by the competitive Proposer and will not knowingly be disclosed by
the Proposer, directly or indirectly to any other Proposer or to any competitor, prior to the scheduled award of the contract;
3. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a competitive proposal for the purpose of restricting competition;
4. The only person or persons interested in this competitive proposal is/are the principal or principals named herein and that no person other than herein mentioned has any interest in this competitive proposal or in the Agreement to be entered into.

Sign in ink in the space provided below. Unsigned Proposals will be considered incomplete, and will be disqualified and rejected.


NAME OF FIRM:__________________________________________

SIGNATURE:__________________________________________
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

NAME TYPED ___________________ TITLE:_____________________

ADDRESS:_______________________________________________

CITY AND STATE:_________________________________________

TELEPHONE:____________________ EMAIL:__________________
TRUTH IN NEGOTIATION CERTIFICATE

This Certificate is executed and given by the undersigned as a condition precedent to entering into an Agreement with the project known as: Economic Development Strategic Plan for the City of Titusville.

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the Services Agreement for this engagement.

2. The undersigned hereby certifies that the stated anticipated revenues provided herein are accurate, complete, and current on the date set forth here-in-above.

3. The truth of statements made herein may be relied upon by the City and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Services Agreement referred to as the Proposer or Contractor or Contractor, doing business as:

________________________________________

________________________________________

BY: _____________________________________

TITLE: ___________________________________

The foregoing instrument was signed and acknowledged before me this _____ day of

__________________, 2016, by ___________________________ who has produced

_________________________ (Print or Type Name) as identification.

(Type of Identification and Number)

________________________________________

Notary Public Signature

________________________________________

Printed Name of Notary Public

________________________________________

Notary Commission Number/Expiration
"NO PROPOSAL" RESPONSE TO REQUEST FOR PROPOSAL

If your firm is unable to submit a proposal at this time, please provide the information requested in the space provided below and return to:

City of Titusville
Purchasing & Contracting Division
555 S. Washington Avenue
Titusville, FL 32796

Attention: Purchasing & Contracting Administrator

We have received Request for Proposal # 15-P-060, for Economic Development Strategic Plan due on October 22, 2015 at 3:00 PM.

Reason for "No Proposal": (use company letterhead if necessary).

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Would you like to be considered for this type of purchase in the future?
Yes ( ) No ( )

By:
Signature: __________________________

______________________________
Name & Title, Typed or Printed

______________________________
Company Name

______________________________
Company Address

______________________________
Company Phone/Fax No.
PUBLIC ENTITY CRIMES

Any person submitting a bid, proposal or reply in response to this invitation or a contract, must execute the enclosed form PUR. 7069, sworn statement under section 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid, or proposal. If you are submitting a quote, bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy(ies) of the form are executed by them and are included with your quote, bid, or proposal. Corrections to the form will not be allowed after the quote, bid, or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid, or proposal may result in immediate disqualification of your bid or proposal.

The 1989 Florida Legislature passed Senate Bill 458 creating Sections 287.132 - 133, Florida Statutes, effective July 1, 1989. Section 287.132(3)(d), Florida Statutes, requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Section 287.133, Florida Statutes, as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

A public entity may not accept any bid, proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), Florida Statutes.

Therefore, effective October 1, 1990, prior to entering into a contract (formal contract or purchase order in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO) to provide goods or services to THE CITY OF TITUSVILLE, a person shall file a sworn statement with the contracting officer or Purchasing Director, as applicable. The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

THE INCLUSION OF THE SWORN STATEMENT OR AFFIDAVIT SHALL BE SUBMITTED CONCURRENTLY WITH YOUR BID, PROPOSAL OR REPLY DOCUMENTS. NON-INCLUSION OF THIS DOCUMENT MAY NECESSITATE REJECTION OF YOUR QUOTE, PROPOSAL OR BID.
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the Economic Development Strategic Plan project for THE CITY OF TITUSVILLE.

2. This sworn statement is submitted by _______________________________, whose business address is _________________________ and (if applicable) its Federal Employer Identification (FEIN) is ________________________.

3. My name is _______________________________ (please print name of individual signing) and my relationship to the entity named above is _______________________________.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   (1) A predecessor or successor of a person convicted of a public entity crime; or

   (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

   ______ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   ______ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime.

RFP # 15-P-060 Economic Development Strategic Plan

City Council Agenda Packet - October 18, 2016
crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

____________________
(Signature)
Date: __________________

STATE OF FLORIDA

COUNTY OF ___________________

The foregoing instrument was acknowledged before me this ___ day of __________, 2015 by __________________________, __________________________ (title) on behalf of ____________________________. He/she is personally known to me or has produced __________________________ as identification and did ( ) did not ( ) take an oath.

____________________
(Notary Signature)

Name: _______________________
My Commission Expires: __________
Commission Number: ______________
DRUG-FREE WORKPLACE CERTIFICATION

In case of tie bids, preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with your bid.

In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph. (4) In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

__________________________________________
Vendor's Signature, Title, Date

STATE OF ____________________________

COUNTY OF __________________________

PERSONALLY APPEARED BEFORE ME, the undersigned authority who, after being first sworn by me, affixed his/her signature in the space provided above on this ______ day of ________, 20____.

____Personally known   Produced I.D ________________________

Notary Public
Name: __________________________ My Commission Expires: ____________

Commission Number______________

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL

RFP # 15-P-060 Economic Development Strategic Plan
ECONOMIC DEVELOPMENT STRATEGIC PLAN AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of January, 2016 between the City of Titusville, Florida, a municipal corporation of the State of Florida, hereinafter referred to as the "City", and Redevelopment Management Associates located at 3109 E. Atlantic Boulevard, Suite B, Pompano Beach, FL 33062, hereinafter referred to as the "Consultant".

WHEREAS, the City desires to engage a Consultant who has special and unique competence and experience preparing Economic Development Strategic Plans to prepare and provide an Economic Development Strategic Plan for the City; and

WHEREAS, the Consultant represents that it is duly licensed, and that it has such competence and experience in preparing and providing said Economic Development Strategic Plans; and

WHEREAS, the City in reliance on such representation has selected the Consultant in accordance with the requirements of law; and

WHEREAS, at the City Council Meeting of December 8, 2015, the selection of the Consultant and award of this Agreement was duly considered and awarded to the Consultant; and,

WHEREAS, the Consultant has fully agreed to abide by all stipulations set forth in this Agreement and pertinent requirements thereto; and,

NOW, THEREFORE, In consideration of the mutual covenants set forth below, the Consultant and City agree as follows:

1. Agreement Term. This agreement shall commence on the date that is fully executed by the parties and shall end when all the Consultant’s obligations have been completed and accepted by the City.

2. Agreement Documents. The Agreement Documents (also called CONTRACT DOCUMENTS) consist of this Agreement, the City’s Request for Proposal Documents RFP # 15-P-060 Economic Development Strategic Plan project; Addenda if any; Consultant’s proposal dated October 22, 2015, with all related Documents and; any other documents, and written modifications issued after execution of this Agreement, if any, all of which are incorporated herein by reference.

3. Scope of Work and Services. Consultant shall perform the services necessary to prepare and provide to the City an Economic Development Strategic Plan in accordance with the City’s RFP # 15-P-060 Economic Development Strategic Plan project and associated Addenda, if any, attached hereto as Exhibit A; and Consultant’s Proposal attached hereto as Exhibit B, are hereby incorporated into and made parts of this Agreement. Consultant shall furnish all labor, materials, supplies, equipment, transportation and all incidentals necessary to prepare and provide a collaborative Economic Development Strategic Plan that will establish the goals and strategies to be executed by the City’s Economic Development Department for the short term one (1) year, mid-term three (3) years and long-term five (5) years and all other related components and Outcome items in accordance with the Agreement Documents.

4. Deliverables: The Consultant shall provide final summary of all discussions twelve (12) printed copies and twelve (12) electronic copies of the final summary and presentation
documents. All reports, job descriptions, plans, charts, tables and other documents will be prepared and reproduced at the expense of the Consultant.

a. Final summary of all discussions and presentation of an Economic Development Strategic Plan that will guide the development of the City’s Economic Development action plan and long-term strategies, prepared in written and PowerPoint format. Firm will present this framework at two (2) public meetings.

b. A proprietary Economic Development Strategic Plan for the outlining goals and priorities for the short term one (1) year, mid-term three (3) years and long-term (5) years in areas including, but not limited to targeted industry sectors, business attraction efforts, business retention and expansion, small business development and entrepreneurial support. This framework will include research on major trends locally and nationally that are influencing business decisions.

c. Recommended metrics for assessing progress in achieving objectives. Please include estimated costs associated with the implementation of objectives.

d. Twelve hard copies and electronic copy of the final summary and presentation documents.

e. Develop a timeline and milestone schedule with completion deadline dates.

5. **Schedule.** Consultant agrees to develop a collaborative Economic Development Strategic Plan that will guide the strategies and goals executed by the Economic Development Department in accordance with the following schedule:
   - Commence the services required herein on or about January 6, 2016 or sooner,
   - Submit Draft Economic Development Strategic Plan by May 9, 2016
   - Submit Final Economic Development Strategic Plan by October 1, 2016

6. **Compensation.** The City shall compensate Consultant for all services rendered hereunder by the Consultant that have been completed in accordance with this Agreement, and that have been requested, authorized and accepted by the City. The Agreement authorized amount for all the required services and deliverables is $72,500.00. Payments shall be made in accordance with Local Government Prompt Payment Act (Section 218.70 et seq. of the Florida Statutes). The Consultant shall send invoices to the City of Titusville- Accounts Payable P.O. Box 2806, Titusville, FL 32781-2806. Invoices shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement.

7. **Warranty.** The Consultant warrants that the services and work provided shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality, and be free from all faults, defects or errors.

8. **Consultant's Obligations.** Consultant is engaged by the City to render professional services as contained herein and in the related Agreement Documents. Payments made by the City are
solely compensation for services rendered and recommendations made by the Consultant while carrying out such services. Consultant hereby agrees to provide findings and opinions, make factual representations and presentations, and provide professional advice and recommendations. The Consultant’s obligations shall include, but are not limited to, the following:

a) **Licensure.** The Consultant shall maintain all licenses and/or certifications required by any governmental agencies responsible for regulating and licensing the services provided and performed by the Consultant.

b) **Provision of Services.** The Consultant shall perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the Consultant. All personnel assigned by Consultant hereunder will be qualified to perform such duties. Consultant is solely responsible for all taxes incurred by Consultant and shall make all deductions required of employers by state, federal and local laws.

c) **Non-Waiver.** Neither review, approval, nor acceptance by City of any data, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the Consultant, shall in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services, work and materials.

d) **Indemnity and Hold Harmless.** The Consultant hereby agrees to be liable for, and indemnify, defend and hold the City harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees (including but not limited to appellate attorney fees) arising out of the Consultant's errors, omissions, willful action(s) and/or negligence. The Consultant shall not be liable to, nor be required to indemnify the City for any portions of damages arising out of any error, omission, and/or negligence of the City, its employees, agents, or representatives.

e) **Non-Public Information.** The Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the City's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or as provided for or required by law, any non-public information concerning the services to be rendered by Consultant. Consultant shall require all of its employees and sub-consultant(s) to comply with the provisions of this paragraph.

f) **Statutory Duties.** The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available to the City hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

g) **Disclosure.** The Consultant warrants it has not employed or retained any company or person, other than a bonafide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation,
individual or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other compensation contingent upon or resulting from the award or making of this Agreement.

9. Commencement and Completion of Work. Consultant shall commence work upon mutual execution of the Agreement. The Consultant thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. Should the Consultant fail to commence, provide, perform, and/or complete any of the services and work required hereunder in a timely and diligent manner, the City may consider such failure as justifiable cause to terminate this Agreement, in addition to any other remedies the City may have.

10. Insurance. The Consultant shall procure, maintain, and provide during the entire period of this Agreement, all such insurance (or self-insurance) coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the services and work performed on behalf of the City by the Consultant, its agents, representatives, employees or sub-consultants as set forth herein. No later than ten (10) days prior to the commencement of the services required by this Agreement, the Consultant shall provide Certificates of Insurance to the City including the name and type of policy and coverages provided; the amount or limit applicable to each coverage provided; the date of expiration of coverage; the designation of the City of Titusville as additional insured and as certificate holder, except as to Professional Liability Insurance and for Workers' Compensation Insurance. Should any of these policies be cancelled before the expiration date thereof, Consultant shall ensure that the issuing company provides thirty (30) days written notice to the City. Claims made policies must be in force or that coverage purchased for three (3) years after Agreement completion date.

A. General Liability: Coverage shall be as broad as Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

Minimum Limits
i. $1,000,000 General Aggregate Limit
ii. $1,000,000 Products & Completed Operations
iii. $1,000,000 Personal and Advertising Injury
iv. $1,000,000 Each Occurrence Limit
v. $50,000 Fire Damage Limit
vi. $25,000 Medical Expense Limit

B. Automobile Liability: Coverage sufficient to cover all vehicles owned, used, or hired by the Consultant, his agents, representatives, employees or sub-consultants.

Minimum Limits
i. $1,000,000 Combined Single Limit
ii. $1,000,000 Each Occurrence Limit
iii. $10,000 Medical Expense Limit

C. Workers' Compensation: Limits as required by laws of the State of Florida.

Coverage Provisions
a. All deductibles or self-insured retention shall appear on the certificate(s).
b. The City of Titusville, its' officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
c. Consultant’s insurance shall:
   • be primary over any applicable insurance or self-insurance maintained by the City.
   • provide 30 days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

d. All coverages for sub-consultants used by Consultant shall be subject to all of the requirements stated herein.

c. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or Consultant shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

f. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the City, its’ officers/officials, agents, employees and volunteers.

g. The insurer shall agree to waive all rights of subrogation against the City, its’ officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.

h. Consultant shall furnish the City certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its’ behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.

i. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from City’s Risk Management Officer.

THE CITY RESERVES THE RIGHT TO CHANGE OR MODIFY LIMITS OF LIABILITY OR COVERAGE FOR PROJECTS OF AN UNUSUAL SIZE OR RISK.

11. Conflict Between Agreement and Exhibit(s). In the event of conflict between the terms or conditions of this Agreement and Exhibit “A”, the terms and conditions of this Agreement shall be deemed to supersede those contained in such Exhibit.

12. Termination of Agreement. Either party may terminate this Agreement without cause upon fifteen (15) calendar days’ prior written notice to the other, in which case the City shall compensate the Consultant for all services performed prior to the effective date of termination and reimbursable expenses then due. In addition, the City shall have the ability to terminate this Agreement at any time for cause.

13. Assignment, Transfer and Subcontracts. The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from the merger or consolidation of Consultant with a third party. The Consultant shall have the right, subject to the City’s prior written approval, to employ other persons and/or firms to serve as subcontractors or sub-consultants to Consultant in connection with its performance of services and work pursuant to this Agreement. The City shall be deemed to have approved the personnel set forth in Exhibit B. The utilization of any other person, subcontractor or sub-consultant shall not relieve the Consultant from any liability or responsibility to the City pursuant to the provisions of this Agreement.

14. Retention and Access to Records. The Consultant shall retain and maintain adequate records of the Economic Development Strategic Plan with all supporting documentation; and all
other documents applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to this Agreement. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law. The City and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during this Agreement the next succeeding five (5) years.

15. References to City. All references to “the City” or “the City of Titusville” shall be deemed to include its employees, agents, and officers, officials, successors and assigns authorized representatives.

16. Modification. Except as set forth in Paragraph 1 above, modifications to this Agreement shall only be valid when made in writing and signed by both parties. In the event of any conflict between the requirements, provisions, and/or terms of this Agreement and any subsequent written modification hereto, the most recently executed document shall take precedence.

17. Suspension of Work. The City may suspend, in writing, all or a portion of the services or work under this Agreement in the event that unforeseen circumstances beyond the City’s control make normal progress of the services or work impossible. Consultant may request services or work to be suspended by notifying the City, in writing, of circumstances that are interfering with the normal progress of the services or work. Consultant may suspend the services or work in this project in the event that City does not pay its invoices when due. In the event that the services or work is suspended, the time for completion shall be extended the number of calendar days that services or work was suspended.


a) Applicable Law. This Agreement shall be governed by the laws, rules and regulations of the State of Florida. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect. In the event of litigation, venue will be Brevard County, Florida.

b) Non-Discrimination. The Consultant covenants that in the furnishing of services hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

c) Headings. The headings of the Articles, Sections, Exhibits, and Attachments in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

d) Entire Agreement. This Agreement, including any Exhibits, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

e) Change Orders: Unless approved in advance by a change order duly executed by the
parties hereto in accordance with applicable CITY ordinances and policies, CONSULTANT shall not be compensated for the performance of any services not described herein or in Exhibit A.

f) **Notices.** All notices hereunder shall be in writing and shall be sent via U.S. Postal Service, first class mail, to the other party's address as listed at the beginning of this Agreement. Either party may change its address by prior written notice to the other party.

FOR CITY: City of Titusville
Attention: William S. Larese, City Manager
555 S. Washington Avenue
Titusville, FL 32796

FOR CONSULTANT: Redevelopment Management Associates (RMA)
Attention: Kevin S. Crowder, CEcD, Director Economic Development
3109 E. Atlantic Boulevard, Suite B
Pompano Beach, FL 33062

g) **Independent Contractor.** Consultant is an Independent Contractor. Neither Consultant nor Consultant’s employees are employees of the City. Consultant may perform services for others, which solely utilize Consultant’s facilities and do not violate any confidentiality requirements of this Agreement. Consultant is solely responsible for compliance with all labor and tax laws pertaining to Consultant, its officers, agents, and employees, and shall indemnify and hold the CITY harmless from any failure to comply with such laws. Consultant’s duties with respect to Consultant, its officers, agents, and employees, shall include, but not be limited to: (1) providing Workers’ Compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or sub-brokers necessary for performance of the services hereunder; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes income or employment taxes, and, if Broker is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance of the services under this agreement; (7) providing equipment, tools, supplies and materials necessary to the performance of the services required herein; and (8) providing office or other facilities for the performance of the services.
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the Date: 1-15-16 date and year below written.

CONSULTANT

BY:  

KIM BRIEDEMIEIER

Printed Name  

PRINCIPAL

Title  

Date: 1-16-2016

THE CITY OF TITUSVILLE, FLORIDA

BY: James H. Tulley, Jr., Mayor

Date: 1-15-2016

ATTEST:

Wendie J. Webb  
City Clerk

WITNESS: (If corporation, attach Seal and attest by Secretary.)

Sarah Blake  
Printed name  
COORDINATOR

Title

Approved as to Form:

City Attorney

Date: 1-14-16

Approved as to Content:

City Manager

Date: 1-15-16

Reviewed by:

Purchasing & Contracting Administrator  

Date: 11/4/16

Community Development Director  

Date: 11/3/16

Economic Development Director  

Date: 1-14-2016

SV15P060 Contract Economic Development Strategic Plan  
Page 8 of 9
### PRICE PROPOSAL

**15-P-060**

<table>
<thead>
<tr>
<th>Phases</th>
<th>DESCRIPTION</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase I</td>
<td>Meet with stakeholders and develop Goals and Strategies for engagement.</td>
<td>$15,000</td>
</tr>
<tr>
<td>Phase II</td>
<td>Prepare and provide an Economic Base Study.</td>
<td>$15,000</td>
</tr>
<tr>
<td>Phase III</td>
<td>Prepare and provide an analysis of Strategic Areas of Economic Development.</td>
<td>$17,500</td>
</tr>
<tr>
<td>Phase IV</td>
<td>Prepare and provide an Economic Development Strategic Plan.</td>
<td>$15,000</td>
</tr>
<tr>
<td>Phase V</td>
<td>Prepare and provide identified outcome items.</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

**TOTAL ENGAGEMENT PRICE**

$72,500
Vince.

That will work. Good job.

Thanks.

Lonnie

Sent from my iPad

> On Oct 11, 2016, at 11:42 AM, "Sandersfeld, Vince" <sandersfeldv@ci.mount-dora.fl.us> wrote:
> Hi Lonnie
> Can review the email below and confirm this is sufficient proof for the RMA piggyback contract. Vince
> Vince Sandersfeld
> Interim Planning Director
> Begin forwarded message:
> From: Kevin Crowder <kevin@rma.us.com>
> Date: October 11, 2016 at 10:48:34 AM EDT
> To: "FloraJ@ci.mount-dora.fl.us" <FloraJ@ci.mount-dora.fl.us>
> Cc: "sandersfeldv@ci.mount-dora.fl.us"
> Subject: Fwd: Titusville Economic Development Strategic Plan Agreement
> Please see below
> Sent from my Verizon 4G LTE Droid
> -------- Forwarded message -----------
> From: "McCall, Edyie" <Edyie.McCall@Titusville.com>
> Date: Oct 11, 2016 9:44 AM
> Subject: Titusville Economic Development Strategic Plan Agreement
> To: Kevin Crowder <kevin@rma.us.com>, Lynn Dehlinger <Lynn@mva.us.com>, "Vieiro, Jesus" <jesus.Vieiro@Titusville.com>, "Busacca, Peggy" <Peggy.Busacca@Titusville.com>
> Good morning Kevin,
> Writing to confirm that RMA is under contract with the City of Titusville to complete a Strategic Plan. As stated in our agreement dated January 15, 2016, this agreement shall commence on the date that is fully executed by the parties and shall end when all the Consultant's obligations have been completed and accepted by the City.
We look forward to our October 19th meeting and future meetings/presentations/public meetings with RMA and our Mayor, Council and Citizens as we roll out the Titusville Economic Development Strategic Plan.

Best regards,

Edyie McCall

Economic Development Director

City of Titusville

555 S. Washington Avenue

Titusville, FL 32796

Phone: 321-567-3774

www.Titusville.com
DATE: October 18, 2016
TO: Mayor and City Council
FROM: Robin R. Hayes, City Manager
RE: Correction to Resolution 2016-39, Body Camera Lease Agreement

Introduction:

Staff recommends approval of Resolution 2016-39 which includes a correction in the title language, the Resolution in its original form refers to “police/public safety vehicles from Bancorp, Inc. The language has been updated to “police/public safety body and dash cameras”.

Discussion:

Options explored were as follows:

1. Outright purchase – No interest paid City would be responsible for the disposal of equipment. Leasing the equipment provides a date certain to upgrade with new technology which is usually more reliable.

2. Leasing equipment

   a. Leasing 2 – the rate is 2.98% annual payment - for 5 years of $40,341.88 for a total of $201,709.40. This was a lease purchase and we had to dispose of the camera’s at the end of the term.

   b. Bancorp – the rate is 2.95% - 5 payments at $39,559.22 for a total of $197,796.10. This is a lease financing arrangement. At the end of the term Bancorp is the owner of the property and are responsible for the disposal of the equipment. The residual value if any is applied to the next leasing arrangement for body and dash cameras.

Please see Police memorandum for the vetting of the purchase from Watch Guard
Budgetary Impact: Body and Dash Cameras were funded within Account 111-5210-564-00-00-PD130 during FY 2015-16. A carryover will be provided in a future agenda in the amount of $39,560 to reflect the adjustment to the FY 2016-17 budgets for the annual payment of the cameras.

Attachments
Resolution 2016-39 Leasing Resolution *with corrected language in title*

Prepared by: Mike Sheppard, Finance Director
Reviewed by: Robin R. Hayes, City Manager
RESOLUTION NO. 2016-39

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA
AUTHORIZING LEASE FINANCING FOR THE COST OF
POLICE/PUBLIC CAMERAS/EQUIPMENT FROM BANCORP,
INC.; APPROVING THE FORM OF AND AUTHORIZING THE
EXECUTION AND DELIVERY OF A LEASE AGREEMENT AND
AN ESCROW AGREEMENT AS WELL AS PROVIDING FOR
OTHER ADMINISTRATIVE ACTIONS AND APPROVALS;
PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR
SEVERABILITY; PROVIDING FOR CONFLICTS AND
PROVIDING AN EFFECTIVE DATE.

Whereas, the City of Mount Dora, Florida (the “City”) has determined that a true
and very real need exists for the acquisition of police/public safety body and dash
camera’s (the “Equipment”); and

Whereas, the City has previously requested and received requests for proposals
for the financing of the Equipment; and

Whereas, the proposal submitted by Bancorp., to the City for the leasing of the
Equipment contained the terms most advantageous to the City; and

Whereas, the City Council of the City now desires to (i) authorize and approve
the form of the Master Lease Agreement by and between the City and Bancorp (the
"Lease Agreement"), any exhibits attached thereto, and any other related documents and
an Escrow Agreement related thereto (collectively, the "Financing Documents"), (ii) the
execution and delivery of the Financing Documents and (iii) provide additional limited
general authority;

Now Therefore Be It Resolved By The City Council Of The City Of Mount
Dora, Florida, As Follows:

Section 1. Authority for Resolution. This Resolution is adopted pursuant to
Article VIII, Section 2, of the Constitution of the State of Florida and Chapter 166,
Florida Statutes, (collectively, the "Act”).

Section 2. Definitions. As used herein:

(a). "City” means the City of Mount Dora, Florida.

(b). "City Manager" means the City Manager of the City or his designee.

(c). "Clerk" means the Clerk of the City or her designee.

(d). "Finance Director" means the Finance Director of the City.

(e). "Mayor" means the Mayor of the City or in the Mayor’s absence or
unavailability the Vice Mayor.
(f) "City Attorney" means the City Attorney of the City or his designee.

Section 3. Findings and Awards.

(a) The findings and declarations of the City contained in the above WHEREAS clauses are hereby incorporated as a part of this Resolution.

(b) It is in the best interest of City and its inhabitants to lease the Equipment.

(c) It is hereby ascertained, determined and declared that in light of prevailing and anticipated market conditions, it is in the best interest of the City to enter into the Lease Agreement with Bancorp., upon the satisfaction of the conditions set forth in Section 4 hereof.

Section 4. Authorization of Financing Documents. The forms of the Financing Documents attached hereto or as may be required to be modified are hereby approved. The Mayor is hereby authorized to execute and deliver the Financing Documents for the lease financing of the Equipment, in substantially the forms attached hereto, with such additions, deletions and modifications as shall be approved by the Mayor. The Mayor’s execution thereof shall evidence approval of any such additions, deletions and modifications thereto. Notwithstanding the foregoing, the total principal and interest of the lease financing for the Equipment shall be in the amount not to exceed $197,796.10 for a term of 5 years, with an interest rate of 2.95%.

Section 5. Additional Authorizations Concerning the Financing Documents. The City Manager, the Mayor, the City Attorney, the City Clerk and the Finance Director and such other officers and employees of the City as may be designated by the City Council, are each designated as agents of the City in connection with the issuance and delivery of the Financing Documents and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents and contracts on behalf of the City that are necessary or desirable in connection with the execution and delivery of the Financing Documents and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution or any action relating to the transaction contemplated hereunder. Such officers and those so designated are hereby charged with the responsibility for executing the Financing Documents and financing the Equipment.

Section 6. Prerequisites Performed. The City has performed all acts, conditions, and things relating to the acquisition of the Equipment as are required by the Constitution and Laws of the State of Florida, and the Charter and Code of Ordinances of the City.

Section 7. Savings. The prior actions of the City of Mount Dora relating to the Equipment, as well as all related subject matters and processes, are hereby ratified and affirmed.

Section 8. Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such
provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

Section 9. Conflicts. All resolutions of the City or parts thereof in conflict herewith, if any, are hereby repealed to the extent of such conflict.

Section 10. Effective Date. The provisions of this Resolution shall take effect immediately upon its adoption.

Adopted this 20th day of September, 2016.

City Of Mount Dora, Florida

NICK GIRONE
MAYOR of the City of Mount Dora

Attest: Approval as to Form:

Gwen Keough-Johns, MMC
City Clerk

Lonnie Groot, City Attorney
DATE: October 18, 2016

TO: Mayor and City Council

FROM: Robin R. Hayes, City Manager

RE: Medallion Final Agreement, Resolution No. 2016-48

Introduction:

This request is for the City Council to approve Resolution No. 2016-48 which reflects the Final Agreement between Medallion Home at Mount Dora, LLC and the City of Mount Dora. This approval will allow the City to execute a Settlement Agreement as provided in Exhibit 1 to Resolution 2016-48. As part of Exhibit 1, execute Exhibit A and Exhibit B representing Case No. 2015-CA-000487 and Case No. 2015-CA-000493, respectively once conditions have been met as required by the Agreement.

Discussion:

Medallion filed a civil action against the City, Case Number: 2015-CA-000487, the case is now pending in the Circuit Court of the Fifth Judicial Circuit, in and for Lake County, Florida. The action arose out of the fire station site and well site dedications set forth in City of Mount Dora Ordinance No. 857, providing for a Planned Unit Development, demonstrated in Attachment No. 1. The City of Mount Dora and Medallion Home at Mount Dora wish to settle, and therefore, a compromise of the claims brought in the action is being presented.

The Settlement Agreement Obligation of Medallion considers the following:

- Medallion shall remit payment in the amount of five thousand dollars ($5,000.00) to the City within ten (10) days of the effective date of the agreement.
- Within ten (10) days of the effective date of the agreement, Medallion will execute and record a Special Warranty Deed in favor of the City which grants that property to the City which is more particularly described as The Special Warrant Deed shall include a reversionary clause which requires the City to use the property as a fire station which shall have received a Certificate of Occupancy from the proper jurisdiction within three (3) years from the date the property is granted to the City, or the property will revert back to Medallion. In the event the City has not obtained a Certificate of Occupancy for a fire station use within the three (3) year reversionary period, the City shall execute and record any and all documents necessary to evidence that ownership of the property has reverted back to Medallion.
• Within fifteen (15) days of the effective date, Medallion shall execute and record, or cause to be executed and recorded a Warranty Deed in favor of the City which grants and following described property to the City for construction, operation and maintenance of a pump and the necessary housing for same. Said pump and associated housing must be constructed and maintained by the City in a manner that is aesthetically pleasing and consistent with other common facilities constructed within the Lakes of Mount Dora PUD and shall contain appropriate landscape buffering.

The Settlement Agreement Obligation of City considers the following:

• Within ten (10) days of the effective date, the City shall execute and record a Quit Claim Deed which grants any interest the City has in the well site to Medallion.
• Within ten (10) days of the effective date, the City shall execute and record a Quit Claim Deed which grants any interest the City has in the fire site to Medallion.
• In the next City Ordinance which is proposed to amend the Lakes of Mount Dora PUD, the well site and fire station site dedication requirements will be deleted from Ordinance 857.
• Once those conditions referenced have been fully satisfied, Medallion, no later than three (3) business days thereafter will fill Exhibit A Joint Agreement for Dismissal to be filed in the Fifth Judicial Circuit, in and for Lake County, Florida in reference to Case Number: 2015-CA-000487. Medallion Home at Mt. Dora, LLC v. City of Mount Dora, Florida and shall cause the Joint Agreement for Dismissal, attached as Exhibit B to be filed in the Fifth Judicial Circuit, in and for Lake County, Florida, in Case Number: 2015-CA-000493.

As per the Agreement, both parties have agreed to the settlement. Each party agrees to bear its own legal fees and costs incurred in connection with the formal legal actions referenced in the Agreement. The parties further agree that Medallion shall have a credit of Two Thousand Dollars ($2,000.00) to be used toward the processing of a future PUD amendment application for the Lakes of Mount Dora Planned Unit Development.

**Budgetary Impact:** The funding reserved for Medallion to be used to process a PUD amendment in the future resides in the reduction of revenue in account number 001-0000-340-34-00.

Attachment 1. Ordinance 857

Prepared by: Robin R. Hayes, City Manager
Reviewed by: Mike Sheppard, Finance Director
ORDINANCE NO. 857

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO ZONING; PROVIDING FOR A PLANNED UNIT DEVELOPMENT ON CERTAIN LANDS WITHIN THE CITY OF MOUNT DORA; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH DEVELOPMENT; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That certain parcel of property described below is hereby rezoned from R-1 (Single Family Residential) to PUD (Planned Unit Development), subject to the conditions set forth in this ordinance. The property is more particularly described as:

THAT PART OF SECTIONS 8, 9, 16 AND 17 OF TOWNSHIP 19 SOUTH, RANGE 27 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT A 2" IRON PIPE (NO NUMBER) AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST, AND RUN S 00°16'16" W ALONG THE EAST LINE OF THE NORTHEAST 1/4 A DISTANCE OF 538.83 FEET TO A CONCRETE MONUMENT (LABELED RLS1916) AND THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN S 82°35'3" W 1,149.89 FEET TO A CONCRETE MONUMENT (NO NUMBER); THENCE S 47°09'37" W 228.12 FEET TO A CONCRETE MONUMENT LABELED PSM4614; THENCE N 00°16'16" E PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17 A DISTANCE OF 851.73 FEET TO A CONCRETE MONUMENT LABELED PSM4614, SAID POINT BEING ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, SAID POINT ALSO BEING N 89°42'44" W 1,306.12 FEET FROM THE NORTHEAST CORNER OF THE NORTHEAST 1/4 WHEN MEASURED ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE CONTINUE N 00°16'16" E 1,307.16 FEET TO A CONCRETE MONUMENT LABELED PSM4614, SAID POINT BEING ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE AFOREMENTIONED SECTION 8, TOWNSHIP 19 SOUTH, RANGE 27 EAST; THENCE N 89°08'44" E ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 A
SAID SECTION 9 A DISTANCE OF 626.87 FEET TO A CONCRETE MONUMENT LABELED PSM4614, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 44; THENCE N 89°23'32" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 44 A DISTANCE OF 2,264.99 FEET TO A CONCRETE MONUMENT LABELED PSM4614, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF BRITT ROAD; THENCE S 01°51'15" W ALONG THE WEST RIGHT-OF-WAY LINE OF BRITT ROAD 1,298.37 FEET TO A CONCRETE MONUMENT LABELED RLS1571, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF BRITT ROAD; THENCE S 01°51'15" W ALONG THE SOUTH RIGHT-OF-WAY LINE OF BRITT ROAD 41.54 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 405 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9; THENCE S 89°18'53" W ALONG THE NORTH LINE OF THE SOUTH 405 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9 A DISTANCE OF 922.88 FEET TO A CONCRETE MONUMENT LABELED RLS492, SAID POINT BEING ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 9; THENCE S 00°22'16" E ALONG THE WEST LINE OF THE SOUTHEAST 1/4 A DISTANCE OF 405.01 FEET TO A 6" CONCRETE MONUMENT (NO NUMBER) AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 16, TOWNSHIP 19 SOUTH, RANGE 27 EAST; THENCE S 01°04'05" W ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16 A DISTANCE OF 2,673.40 FEET TO A CONCRETE MONUMENT LABELED PSM4614, SAID POINT BEING AT THE SOUTHEAST
CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 16, SAID POINT ALSO BEING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE S 01°04'05" W ALONG THE EAST LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 2,663.62 FEET TO A 6" CONCRETE MONUMENT (NO NUMBER), SAID POINT BEING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE S 89°31'19" W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 2,536.79 FEET TO A 2" IRON PIPE (NO NUMBER), SAID POINT BEING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 16, SAID POINT ALSO BEING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE AFOREMENTIONED SECTION 16, TOWNSHIP 19 SOUTH, RANGE 27 EAST; THENCE S 89°50'15" W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17 A DISTANCE OF 1,105.19 FEET TO A CONCRETE MONUMENT LABELED RLS4256; THENCE CONTINUE S 89°50'15" W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 17, SAID POINT FALLING IN LAKE LOCH LEVEN, SAID POINT ALSO DESIGNATED AS POINT "A"; RETURN TO THE POINT OF BEGINNING AND RUN S 00°16'16" W ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 16, TOWNSHIP 19 SOUTH, RANGE 27 EAST, A DISTANCE OF 2,099.49 FEET TO A 2" IRON PIPE (NO NUMBER), SAID POINT BEING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE S 01°53'58" W ALONG THE WEST LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 1,958.11 FEET TO A CONCRETE MONUMENT (NO NUMBER); THENCE S 89°50'15" W PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE AFOREMENTIONED SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST, A DISTANCE OF 1,295.98 FEET TO A CONCRETE MONUMENT LABELED PSM4614; THENCE S 12°39'55" W 333.75 FEET TO A CONCRETE MONUMENT LABELED PSM4614; THENCE S 89°50'15" W PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17 TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17, SAID POINT FALLING IN LAKE LOCH LEVEN; THENCE SOUTH ALONG THE WEST LINE OF THE SOUTHEAST 1/4 TO INTERSECT THE AFOREMENTIONED POINT "A".
Section 2. Property ownership and development.

The property may or may not be developed by the Owner. For the purposes of this Ordinance, the term "Developer" shall refer to any person, corporation or entity, which carried out any building activity, makes any natural change in the use or appearance of any structure or land, or divides the property into two or more parcels.

Section 3. The parcel of property rezoned hereby shall be subject to all conditions set forth in the Land Development Regulations for a parcel of property zoned R1 except as set forth below.

1. There shall be a maximum 950 dwelling units.

2. Roads. Roads within the development shall be private, but shall be constructed to City of Mount Dora specifications. Cul-de-sacs lengths shall be allowed to be greater than 1200 feet, but no greater than 1600 feet. Cul-de-sacs will be allowed to have greater than 45 lots. Sidewalks shall be constructed on both sides of all roads.

3. Typical Lot Sizes. Lots may be a minimum of 48 feet in width, 120 feet in length and 5760 square feet in area (with an allowed deviation of 15%) with the following sizes being typical;

   48 feet wide x 120 feet wide, 5760 square feet
   60 feet wide x 120 feet wide, 7200 square feet
   80 feet wide x 120 feet wide, 9600 square feet

4. Lot Setbacks. Building setbacks shall be a minimum of the following;

   Front  - 15 feet
   Side   -  5 feet
   Rear   - 15 feet

5. Lot Coverage. Residential lots shall have a maximum lot coverage of 70% impervious surface, which shall include all structures and any pool.

6. Extension for Final PUD submittal. The preliminary Planned Unit Development approval shall be valid for 12 months due to the scale and complexity of the submittal. The final Planned Unit Development submittal must be submitted within that 12 month period.

7. Temporary Sales Office. The developer shall be allowed to construct a temporary portable sales office on the Property. Such sales office shall be allowed to remain until new home sales operations cease. This sales office may be connected to a
temporary well and septic tank prior to central water and wastewater services being available to the site of the sales office, which well and septic tank will be abandoned upon central water and wastewater becoming available to the site of the sales office.

8. Recreation & Parks. The list of requested uses are, but not limited to:

An eight boat slip and dock facility on Loch Leven. The developer is planning to have available for residents of the Property six to eight boats for their use, provided appropriate insurance can be obtained by the homeowners association. If insurance cannot be obtained, the developer will have the option to add a boat ramp or equivalent alternative. In the event a boat ramp or equivalent is added, the developer will limit, through enforceable restrictions, the number of boats allowed on lake Loch Leven to eight. In any event, the boats will be power limited, with engines not to exceed 25 horsepower.

Main park gathering hut. A 3,000 to 5,000 sq. ft. under roof pavillion for use of the residents.

Gazebos

Picnic tables and barbeque stands

9. Commercial Acreage. Eight acres more or less may be designated as commercial. A total maximum of 80,000 square feet of commercial space may be constructed within this area. One acre of this commercial parcel shall be made available to the City for a temporary structure for the purpose of housing a temporary inspection office. City shall be responsible for developing the one acre site and erecting any structure thereon. The site and any structure constructed or placed on this site shall meet the aesthetic standards of the development. The structure shall be removed at such time as the commercial acreage becomes marketable, or earlier by separate agreement.

10. Amenities. The developer may provide the following amenity packages on the property, to include, but not be limited to:

A 15,000 to 25,000 sq. ft. main clubhouse

An enclosed swimming pool

An outside swimming pool

Tennis courts
Bocce ball and or shuffleboard courts

and either of the following

A Golf course with clubhouse and driving range

or

Lake amenities

If the developer chooses the golf course package, the property shall be used as follows (approximate acreage shown, may deviate by a maximum of 15%):

<table>
<thead>
<tr>
<th>Description</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Property Area</td>
<td>546.1 ±</td>
</tr>
<tr>
<td>Commercial Area</td>
<td>8.00</td>
</tr>
<tr>
<td>Residential Area</td>
<td>148.45</td>
</tr>
<tr>
<td>Clubhouse</td>
<td>8.20</td>
</tr>
<tr>
<td>Driving Range</td>
<td>9.46</td>
</tr>
<tr>
<td>Golf Greens</td>
<td>58.25</td>
</tr>
<tr>
<td>Golf Holes &amp; Tees</td>
<td>4.01</td>
</tr>
<tr>
<td>Golf Open</td>
<td>19.20</td>
</tr>
<tr>
<td>50' Right-of-Way</td>
<td>47.07</td>
</tr>
<tr>
<td>Maintenance Area</td>
<td>0.68</td>
</tr>
<tr>
<td>RV/Boat Storage Area</td>
<td>3.49</td>
</tr>
<tr>
<td>Park</td>
<td>3.76</td>
</tr>
<tr>
<td>Recreation Area</td>
<td>5.23</td>
</tr>
<tr>
<td>Scrub Jay Preserve</td>
<td>4.51</td>
</tr>
<tr>
<td>Wetland Preserve</td>
<td>29.64</td>
</tr>
<tr>
<td>Water Treatment Pond</td>
<td>4.08</td>
</tr>
<tr>
<td>Water Retention Area</td>
<td>39.84</td>
</tr>
<tr>
<td>Open Space</td>
<td>117.70</td>
</tr>
<tr>
<td>Lakes</td>
<td>29.53</td>
</tr>
<tr>
<td>Well Site</td>
<td>2.00</td>
</tr>
<tr>
<td>Fire Station Site</td>
<td>3.00</td>
</tr>
</tbody>
</table>

| Number of Residential Units  | 950     |

Gated Security Access

Golf Cart Access to Country Club of Mount Dora

Utility/ Emergency Access Entrance through Country Club of Mount Dora
Scrub Jay Nest Location

If the developer chooses the lake package, the property shall be used as follows (approximate acreage shown, may deviate by a maximum of 15%):

<table>
<thead>
<tr>
<th>Property Area</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Property Area</td>
<td>546.1 ±</td>
</tr>
<tr>
<td>Commercial Area</td>
<td>8.00</td>
</tr>
<tr>
<td>Residential Area</td>
<td>147.96</td>
</tr>
<tr>
<td>Clubhouse</td>
<td>14.94</td>
</tr>
<tr>
<td>Man Made Lake</td>
<td>151.71</td>
</tr>
<tr>
<td>50' Right-of-Way</td>
<td>45.66</td>
</tr>
<tr>
<td>Maintenance Area</td>
<td>0.68</td>
</tr>
<tr>
<td>RV/Boat Storage Area</td>
<td>3.49</td>
</tr>
<tr>
<td>Park</td>
<td>3.78</td>
</tr>
<tr>
<td>Recreation Area</td>
<td>4.79</td>
</tr>
<tr>
<td>Scrub Jay Preserve</td>
<td>8.21</td>
</tr>
<tr>
<td>Wetland Preserve</td>
<td>8.27</td>
</tr>
<tr>
<td>Water Treatment Pond</td>
<td>4.08</td>
</tr>
<tr>
<td>Open Space</td>
<td>136.82</td>
</tr>
<tr>
<td>Existing Lakes</td>
<td>2.71</td>
</tr>
<tr>
<td>Well Site</td>
<td>2.00</td>
</tr>
<tr>
<td>Fire Station Site</td>
<td>3.00</td>
</tr>
</tbody>
</table>

Number of Residential Units - 950

Gated Security Access

Utility/ Emergency Access Entrance through Country Club of Mount Dora

Scrub Jay Nest Location

Docks shall be allowed along the internal lakeshore with the following conditions:

a. Docks may be no greater than five feet wide,
b. Docks must run parallel to and be attached to the shoreline along their entire length, and
c. Docks may be built to the property line of a subject property.

The operation of watercraft on all interior, man-made lakes within the development shall be limited to boats having a maximum length of eighteen feet (18’) and a maximum draft of thirty inches (30”). Motorized watercraft shall be restricted to electric motors only; no internal combustion powered watercraft shall be permitted on said lakes.
11. Well Site. The developer shall dedicate, or otherwise transfer title to, a two acre well site for City of Mount Dora at a location to be mutually determined by the City and Developer.

12. Emergency Access. The developer shall dedicate or otherwise provide an emergency access connection to Country Club of Mount Dora for the use of emergency vehicles responding to emergency calls, with such access being at a location to be mutually determined by the City and Developer.

13. Fire Station. The developer shall dedicate, or otherwise transfer title to, a three acre site for City of Mount Dora to use as a fire station at a location to be mutually determined by the City and Developer. Any station constructed on this site shall meet the aesthetic standards of the development.

14. Tree Planting. In addition to the one frontage tree per lot requirement of the City, the developer shall plant a minimum of two other trees on each lot.

15. State Road 44 Trail. The developer shall set aside twenty-five feet (25') along State Road 44 to be used as a future trail to be constructed by others.

16. Open Space. The site will maintain a minimum of 60% open space on site, consisting of a maximum of 10% open space on individual lots and the balance of the open space on other portions of the Property. Open space shall be defined for this purpose as any portion of the Property which is open to the sky, including those portions of the property containing landscape materials, and which contains no impervious surfaces. Recreational uses may be allowed within the open space area. Pervious surfaces within individual residential or commercial lots do not qualify as open space. Open space shall be clearly established as a part of any subdivision or plat approval of the Property.

17. Recharge. Based upon geotechnical analysis prepared by a professional geologist or hydrologist licensed to practice in the State of Florida, the post development recharge volumes will meet or exceed the pre development recharge volumes. The final design must demonstrate a water balance that is sensitive to the groundwater recharge area. Specific data on the recharge nature of the soils and the differential heads between the surficial and Upper Floridan aquifers must be demonstrated. Such demonstration shall be a prerequisite to any plat approval. The City will coordinate the review of the geotechnical analysis with the Department of Environmental Protection and St. Johns River Water Management District.

18. If a golf course is developed, the developer shall develop and maintain the course under the auspices of the Audubon International Signature Program at least a silver level.
19. Irrigation. Neither well water nor lake water from Loch Leven shall be used for irrigation purposes. All irrigation water use must be from the City’s reclaimed water system or an on site reclaimed storm water system.

20. Landscaping. Individual building lots shall be landscaped consistent with the Florida Friendly Landscape requirements developed by the University of Florida. These standards provide that little or no additional water is used for irrigation purposes and rely heavily on native and drought tolerant plantings. Further, no more than 65% of the lawn area shall be sodded.

21. Stormwater. In order to further protect water quality as a part of subdivision or plat approval, the Developer shall provide a stormwater management plan for the Property which meets City requirements and which utilizes treatment train techniques including use of grassy swales. The stormwater management plan shall include commitments for Property Owner Association maintenance of the stormwater management system.

22. As part of the development, the Developer shall provide Traffic Impact Analyses. These studies will meet all requirements of the City of Mount Dora, Lake County, and DOT including any potential roadway improvements not originally anticipated. Four traffic impact analyses shall be conducted during development on the following schedule:

1) 250 building permits issued;
2) 500 building permits issued;
3) 750 building permits issued; and,
4) 800 certificates of occupancy issued.

Any roadway improvements required as a result of any of these studies shall be the responsibility of the developer, who shall make the improvements prior to the next study point or prior to the issuance of the 825th certificate of occupancy if the study in question is the last study.

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

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

Section 4. Severability.
Should any section or part of this Ordinance be declared invalid by any court of competent jurisdiction, such adjudication shall not apply or affect any other provision of this Ordinance, except to the effect that the entire section or part of the section may be inseparable in meaning and effect from section to which such holding shall apply.

Section 5. Effective date.

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

PASSED AND ORDAINED this 2nd day of August, 2004 by the City Council of the City of Mount Dora, Florida.

James E. Yatsuk, Mayor
City of Mount Dora

Attest:

Bernice Brinson, City Clerk
City of Mount Dora

Approved as to form:

Gary Cooney
City Attorney

ord.423

11
SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is entered into between Medallion Home at Mt. Dora, L.L.C., (“Medallion”) and the City of Mount Dora (“City”).

WHEREAS, Medallion filed a civil action against the City styled: Medallion Home at Mt. Dora, L.L.C. v. City of Mount Dora, Florida, Case Number: 2015-CA-000487 (the “Action”) which is now pending in the Circuit Court of the Fifth Judicial Circuit, in and for Lake County, Florida; and

WHEREAS, the Action arose out of the fire station site and well site dedications set forth in City of Mount Dora Ordinance 857; and

WHEREAS, the parties have agreed to a settlement and compromise of the claims brought in the Action and desire to resolve the dispute between them in accordance with this Agreement.

NOW THEREFORE the parties agree as follows:

I. Effective Date.

This Agreement will become effective when at least one identical counterpart of this Agreement is executed by each of the parties and delivered to the other party or, alternatively, when this Agreement has been fully executed by both of the parties and one executed copy has been delivered to each of the parties. Such date is called the “Effective Date”.

II. Consideration.

A. Obligations of Medallion.

1. Medallion shall remit payment in the amount of Five Thousand Dollars ($5,000.00) to the City within ten (10) days of the Effective Date.

2. Within ten (10) days of the Effective Date, Medallion shall execute and record a Special Warranty Deed in favor of the City which grants that property to the City which is more particularly described as:

LEGAL DESCRIPTION
The Special Warranty Deed shall include a reversionary clause which requires the City to use the property as a fire station which shall have received a Certificate of Occupancy from the proper jurisdiction within three (3) years from the date the property is granted to the City, or the property will revert back to Medallion. In the event the City has not obtained a Certificate of Occupancy for a fire station use within the three (3) year reversionary period, the City shall execute and record any and all documents necessary to evidence that ownership of the property has reverted back to Medallion.

3. Within fifteen (15) days of the Effective Date, Medallion shall execute and record, or cause to be executed and recorded a Warranty Deed in favor of the City which grants the following described property to the City for construction, operation and maintenance of a pump and the necessary housing for same.

LEGAL DESCRIPTION
(To be mutually determined by the parties during the 15 day period set forth herein)

Said pump and associated housing must be constructed and maintained by the City in a manner that is aesthetically pleasing and consistent with other common facilities constructed within the Lakes of Mount Dora PUD and shall contain appropriate landscape buffering.

B. Obligations of the City.

1. Within ten (10) days of the Effective Date, the City shall execute and record a Quit Claim Deed which grants any interest the City has in the well site, described hereafter, to Medallion.

LEGAL DESCRIPTION

2. Within ten (10) days of the Effective Date, the City shall execute and record a Quit Claim Deed which grants any interest the City has in the fire site, described hereafter, to Medallion.

LEGAL DESCRIPTION

3. In the next City Ordinance which is proposed to amend the Lakes of Mount Dora PUD, the well site and fire station site dedication
requirements will be deleted from Ordinance 857.

C. Dismissal of Action.

Once those conditions referenced above in Section II(A)(1), II(A)(2), II(A)(3), II(B)(1), and II(B)(2) have been fully satisfied, Medallion, no later than three (3) business days thereafter, shall cause the Joint Agreement for Dismissal, attached hereto as Exhibit “A” to be filed in the Fifth Judicial Circuit, in and for Lake County, Florida in Case Number: 2015-CA-000487, Medallion Home at Mt. Dora, L.L.C. v. City of Mount Dora, Florida, and shall cause the Joint Agreement for Dismissal, attached hereto as Exhibit “B” to be filed in the Fifth Judicial Circuit, in and for Lake County, Florida, in Case Number: 2015-CA-000493, Medallion Home at Mt. Dora, L.L.C. v. City of Mount Dora, Florida.

III. Authority.

A. Medallion Authority.

Medallion represents and warrants that it has the full right, and legal capacity and authority to enter into this Agreement and carry out the obligations noted herein and that the person executing this Agreement on its behalf has full authority and capacity to execute this Agreement.

B. City Authority.

The City is a government entity who must obtain final authority for this Agreement from the City Council in accordance with its charter. Medallion acknowledges that this Agreement shall not be effective until and unless approved by the City Council for the City of Mount Dora. The City Council has the authority to approve this Agreement.

IV. General Provisions.

A. No Admission of Liability.

This Agreement represents an accord and satisfaction of contested claims and affects the settlement of such claims, all of which are denied and contested, and nothing contained in this Agreement will be construed as an admission by either of the parties of any liability or wrongdoing in connection with the Action.
B. **Entire Agreement.**

This Agreement contains the entire agreement and understanding between the parties concerning the subject matter. No provision of this Agreement may be waived unless in writing and signed by the party or parties against whom the same is offered. This Agreement may not be altered, amended, or otherwise changed or modified, except in writing and signed by the party or parties against whom the same is offered. The requirements of this section may not be modified except by a writing that complies with the requirements hereof.

C. **Choice of Law and Jurisdiction.**

The Agreement shall be governed by the laws of the State of Florida without regard to choice of law rules.

D. **Legal Advice/Legal Fees and Costs.**

Each Party has had the opportunity to consult with independent legal counsel with respect to the advisability of making this Agreement. Each Party has read and fully understands all of the provisions of this Agreement, and is voluntarily entering into this Agreement. Each party agrees to bear its own attorney fees and costs incurred in connection with the formal legal actions referenced in Section II(c), above. Each party also agrees to bear its own attorney fees and costs incurred in the preparation of this Agreement, and execution of all conditions outlined therein. The parties further agree that Medallion shall have a credit of Two Thousand Dollars ($2,000.00) to be used toward the processing of a future PUD Amendment Application for the Lakes of Mount Dora Planned Unit Development.

E. **Enforcement.**

Either party has the right to enforce the provisions of this Agreement through a cause of action in the circuit court for any appropriate legal remedy, including, but not limited to, specific performance. The sole, exclusive, and mandatory venue to enforce this Agreement is in the circuit court of the Fifth Judicial Circuit in and for Lake County, Florida. Each party consents and voluntarily submits to the personal jurisdiction of such court and agrees to waive any claim regarding: (a) jurisdiction over that party; (b) that venue is improper; or (c) that there would be a more convenient forum. In the event that litigation arises from a dispute over this Agreement, the non-prevailing party shall pay to the prevailing party the prevailing party’s reasonable attorney fees and costs incurred in the trial court, appellate courts, and any administrative or other review proceedings, as well as those fees and costs
incurred by the prevailing party in conjunction with any subsequent collection efforts, so long as the hourly rate for the prevailing party’s attorney does not exceed the then current hourly rate of the City’s attorney.

F. Severability.

If any part of this Agreement is void or otherwise invalid, such invalid or void portion will be deemed to be separate and severable from the balance of this Agreement, and will be given full force and effect as though the void or invalid provisions had never been a part of the Agreement.

G. Construction.

Each term and provision of this Agreement shall be construed and interpreted so as to render it enforceable. This Agreement shall be deemed to have been drafted jointly by the parties; accordingly, any rule pertaining to the construction of contracts to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement or of any modification of or amendment to this Agreement.

H. Execution in Counterparts.

This Agreement may be executed in counterparts and, if so executed, all counterparts collectively will constitute one agreement binding on all Parties.

I. Electronic Signatures.

Faxed and emailed signatures shall be deemed originals.

J. Notices.

Any notice or notices required or permitted by this Agreement or that shall be given by reason of this Agreement shall be in writing and shall be delivered to the last attorney of record for each of the parties in the manner and at the address required for service of pleadings and papers, except that electronic mail notices shall be effective only if separately acknowledged by the person to whom the notice is given.
K. Assignability.

This Agreement shall inure to the benefit of and shall be binding upon all Parties hereto, including any heirs, administrators, legal representatives, successors, or assigns.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates noted opposite their names.

DATED: ______________
MEDALLION HOME AT MT. DORA, L.L.C.

By: ________________________________
Print: ________________________________

DATED: ______________
CITY OF MOUNT DORA REPRESENTATIVE

By: ________________________________
Robin R. Hayes, City Manager

DATED: ______________
CITY OF MOUNT DORA

By: ________________________________
Nick Girone, Mayor

ATTEST:

________________________
Gwen Johns, City Clerk
EXHIBIT “A”

IN THE CIRCUIT COURT OF THE
FIFTH JUDICIAL CIRCUIT IN AND FOR
LAKE COUNTY, FLORIDA

CASE NO.: 2015-CA-000487

MEDALLION HOME AT MT. DORA,
LLC, a Florida limited liability company,

Plaintiff,

v.

CITY OF MOUNT DORA, FLORIDA,
a municipality of the State of Florida

Defendant.

JOINT AGREEMENT FOR DISMISSAL WITH PREJUDICE

The Parties hereto, by and through their undersigned counsel, represent to the
Court that this matter has been amicably settled and would jointly request entry of a
Final Order of Dismissal With Prejudice in this matter.

DATED this ____ day of __________________, 2016.

S.W. Moore  Sherry G. Sutphen
Florida Bar No.: 157268  Florida Bar No.: 399681
Moore Bowman & Rix, P.A.  Bell & Roper, P.A.
300 West Platt Street, Suite 100  2707 E. Jefferson Street
Tampa, Florida 33606  Orlando, Florida  32803
Telephone (813) 318-9000  Telephone: (407) 897-5150
Email: bmoore@mbrfirm.com  Email: ssutphen@bellroperlaw.com
Secondary: ksasse@mbrfirm.com  Secondary: kreed@bellroperlaw.com
Attorney for Plaintiff  Attorney for Defendant
EXHIBIT “B”

IN THE CIRCUIT COURT OF THE
FIFTH JUDICIAL CIRCUIT IN AND FOR
LAKE COUNTY, FLORIDA

MEDALLION HOME AT MT. DORA,
LLC, a Florida limited liability company,

Plaintiff,

v.

CITY OF MOUNT DORA, FLORIDA,
a municipality of the State of Florida

Defendant.

______________________________________/

JOINT AGREEMENT FOR DISMISSAL WITH PREJUDICE

The Parties hereto, by and through their undersigned counsel, represent to the
Court that this matter has been amicably settled and would jointly request entry of a
Final Order of Dismissal With Prejudice in this matter.

DATED this ____ day of ________________, 2016.

EXHIBIT “B”

David A. Theriaque
Florida Bar No.: 832332
S. Brent Spain
Florida Bar No.: 320810
Theriaque & Spain
433 North Magnolia Drive
Tallahassee, Florida 32308
Telephone: (850) 224-7332
Email: dat@theriaquelaw.com
Secondary: sbs@theriaquelaw.com
Attorney for Plaintiff

EXHIBIT “B”

Sherry G. Sutphen
Florida Bar No.: 399681
Bell & Roper, P.A.
2707 E. Jefferson Street
Orlando, Florida 32803
Telephone: (407) 897-5150
Email: ssutphen@bellroperlaw.com
Secondary: kreed@bellroperlaw.com
Attorney for Defendant
COMMUNITY REDEVELOPMENT AGENCY BOARD
October 18, 2016, Following the Regular City Council Meeting
City Hall Board Room, 510 N Baker Street

AGENDA

CALL TO ORDER:

APPROVAL OF MINUTES

1. Approval of CRA Board Meeting minutes dated October 4, 2016

DISCUSSION ITEMS

1. Downtown Parking Pilot Program

OTHER BUSINESS

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 Keough-Johns 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.
Having been duly advertised as required by law, Nick Girone, Chairman, called the CRA Board meeting to order at 6:00 p.m.

Members Present
Nick Girone
Ed Rowlett
Laurie Tillett
Mark Slaby
Cal Rolfson
Marc Crail
Marie Rich

Also Present
Robin R. Hayes, City Manager
Gwen Johns, MMC, City Clerk

DOWNTOWN PARKING STUDY UPDATE

1. Downtown Parking Study Update

Mr. Vince Sandersfeld, Interim Planning and Development Director, gave a summary and history of the Parking Study report from Renaissance Planning Group. The CRA Board is being asked to accept the downtown parking study and to schedule a CRA Board meeting to implement recommended parking projects.

Motion was made by Mr. Rolfson to accept the study and direct staff to provide a recommended parking project list for implementation; Ms. Rich seconded the motion. The motion as approved by roll call vote.

Mr. Rolfson  YES
Ms. Rich     YES
Mr. Slaby    YES
Ms. Tillett  YES
Mr. Rowlett  YES
Mr. Crail    YES
Mayor Girone YES
ADJOURNMENT

The Community Redevelopment Agency Board meeting was adjourned at approximately 7:30 p.m.

________________________________________
NICK GIRONE, CHAIRMAN
CRA Board, City of Mount Dora

Gwen Keough-Johns, MMC
City Clerk

In accordance with the State of Florida General Records Schedule, Audio Recordings are retained on file for two (2) anniversary years after adoption of the official meeting minutes. Recent audio recordings are available at http://www.ci.mount-dora.fl.us/Archive.aspx?AMID=70
DATE: October 18, 2016
TO: Mount Dora CRA Board
FROM: Robin R. Hayes, City Manager
RE: Implementation Plan – CRA Parking Program

Introduction:

This is a request for the CRA Board to approve a new downtown shuttle pilot program with a budget amount not to exceed $10,000.

Discussion:

As listed in the Downtown Parking Study, accepted by the CRA Board on October 4, 2016, one of the parking strategies is to assist visitors, employees, residents, and business owners with pedestrian accessibility. On page two of this staff report a summary is provided, a new pilot program for weekend shuttle service. This program is intended to include small golf cart vehicles (street legal) to chauffeur guests and employees from the Highland Street and Donnelly Street areas to the downtown core area. There is no cost to ride the shuttle. The routes will be flexible as the service is developed. If the pilot program is successful, staff will evaluate the opportunities and cost for a permanent shuttle service.

Budgetary Impact:

Funds are available in the CRA Capital Improvements Plan. Account number 117-5151-561-00-00-CR1701 has $100,000 allocated for the year.

Strategic Impact:

Objective: Implement a downtown shuttle or tram service between fringe areas and downtown to encourage use of all parking resources. This could bring some of the furthest removed from downtown lots into play and add spaces from a number of entryways into the downtown. Short headways (10-15 minutes) should be provided to ensure convenient connections for a variety of users. Shuttles could be either City-owned and operated or established as a public/private partnership. The pilot program time-frame is estimated to be evaluated in four to six months.
Identify City Issues

- Legal liabilities (City and Drivers)
- Identify potential drivers: paid or volunteer
- Vehicle Insurance
- Leasing contract legal review
- Research driver requirements
- Research driver training
- Chauffer Services (extra cost)

Identify Potential Vendors

- Leasing 6 or 8 passenger golf carts (must be street legal)
- Minimum three (3) vehicles
- Charging Facilities (typ. 6 hrs. run time, and 6 hrs. charge time); Gas Vehicles are available
- Shuttles overnight storage facility

Identify Potential Routes

- Best contributing out-lying parking facilities
- Define drop-off locations (Input needed from Public Works, Parks, Fire and Police Department)
- Weekend Service (Friday, Saturday and Sunday) 10:00 am to 10:00 pm
- Pick-up locations at parking lots along route; plus vehicle will pick-up/drop-off passengers along route (subject to safety) – nickname idea “Mount Dora Shuttle-Jumper.”

Develop Signage/Service Identification (Marketing Package)

- Theme/Branding
- Sandwich Boards, Posters, etc. at parking lots and staging areas
- City Web Site
- Brochures
- Maps
- On-site signage
- Driver’s Narrative Scripts (“Welcome to Mount Dora speech/spiel”)
- Cell Phone Parking App (requires a separate vendor and cost)

Estimated Cost Breakdown

- 3 Shuttles @ 4 months: $5,000 (not to exceed)
- Lease Insurance: $200
- Public Works Staff: $500
- Signage/Printing: $500
- Drivers (if hired): $3,500 (placeholder, not being recommend)
- Miscellaneous: $300

TOTAL $10,000
Attachments:

1. Draft Shuttle Route Map (Subject to Change)

Prepared by: Vince Sandersfeld, Interim Planning Director
Reviewed by: Mike Sheppard, Finance Director