MOUNT DORA CITY COUNCIL
March 20, 2018 6:00 p.m.
City Hall Board Room, 510 N. Baker Street

REGULAR AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS

- 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 Consent Agenda, Public Hearings, Ordinances, Resolutions and/or Discussion Items.
- Please complete a speaker card and provide it to the City Clerk prior to the meeting.
- Please clearly state your name and address for the record. Comments will be limited to 3 minutes or less. If you are part of a group, try to designate a speaker.
- Please address all comments to the Chair and only the Chair.
- Please do not make any disparaging or personal attacks on the Mayor, City Councilmembers, Staff or Residents.
- Please speak to the City Council with Civility and Decorum.
- Answers to your questions may not be given at the meeting. However, your question along with an answer will be placed on the City’s website under Frequently Asked Questions within 14 business days.

PRESENTATIONS

1. Water Conservation Month Proclamation

APPROVAL OF AGENDA

CONSENT AGENDA

1. Approval of Regular Session Minutes dated March 6, 2018
2. Approval of NE-CRA Board Minutes dated March 6, 2018
3. Resolution No. 2018-25, Mount Dora Blueberry Festival
4. Resolution No. 2018-27, Third Annual Twilight 5K Run
PUBLIC HEARINGS

RESOLUTIONS

1. Resolution No. 2018-24, First Amendment to the City of Mount Dora and Orange County Interlocal Water and Wastewater Service Territorial Agreement

2. Resolution No. 2018-28, Agreement between City of Apopka and City of Mount Dora for Reclaimed Water Interconnect

3. Resolution No. 2018-29, Fire Department Standards of Cover


5. Resolution No. 2018-31, First Amendment to the Scope of Services with Pegasus Engineering for Repair and Restorative work at Dogwood Mountain Reserve

ORDINANCES

1. First Reading of Ordinance No. 2018-01, Comprehensive Plan Amendment to Objective 13 of the Future Land Use Element Lakes of Mount Dora

2. First Reading of Ordinance No. 2018-05, Canvassing Board

DISCUSSION ITEMS

CITY MANAGER

1. Departmental Accomplishments for February
2. City Attorney Update
3. City Policies

CITY ATTORNEY’S REPORT

COMMUNICATIONS AND REPORTS

- Council Member John Tucker
- Council Member Harmon Massey
- Council Member Marc Crail
- Council Member Laurie Tillett
- Council Member Cal Rolfson
- Vice-Mayor Cathy Hoechst
- Mayor Nick Girone

ADJOURNMENT
FUTURE MEETING DATES

- Tuesday, April 3, 2018, 6:00 p.m. Regular Session
- Tuesday, April 17, 2018, 3:00 p.m. Work Session
- Tuesday, April 17, 2018, 6:00 p.m. Regular Session
- Tuesday, May 1, 2018, 6:00 p.m. Regular Session
- Tuesday, May 15, 2018, 3:00 p.m. Work Session
- Tuesday, May 15, 2018, 6:00 p.m. Regular Session

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.
DATE: March 20, 2018

TO: Honorable Mayor and City Council

FROM: Robin R. Hayes, City Manager

SUBJECT: Proclamation – April Water Conservation Month

**Introduction:**
Proclamation declaring April as Water Conservation Month.

**Discussion:**
Proclamation

**Budget Impact:**
None

**Strategic Impact:**
As stated in the Proclamation, the City of Mount Dora is working with the State of Florida and Water Management Districts (as well as the American Water and Wastewater Association) to increase awareness about the importance of water conservation. Since April is typically a dry month with high water demands, local governments, public and private utilities, organizations, other entities and the Florida Governor and Cabinet will again proclaim April 2018 as Florida’s Water Conservation Month.

**Recommendations:**
City Council to proclaim April 2018 as Water Conservation month.

Prepared by: Paul Lahr, City Engineer
Reviewed by: Gwen Johns, City Clerk, 3/12/2018
Robin R. Hayes, City Manager
PROCLAMATION

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, The State of Florida, Water Management Districts and City of Mount Dora are working together to increase awareness about the importance of water conservation; and

WHEREAS, City of Mount Dora and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida’s Water Conservation Month, to educate citizens about how they can help save Florida’s precious water resources; and

WHEREAS, the City of Mount Dora continues to encourage and support water conservation through various educational programs and special events; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me I, Nick Girone, as Mayor of the City of Mount Dora, Florida do hereby proclaim the month of April as

WATER CONSERVATION MONTH

IN WITNESS WHEROOF, I hereunto set my hand and cause the Seal of the City of Mount Dora to be affixed this 20th day of March 2018.

Nick Girone, Mayor

ATTEST:

Gwen Johns, City Clerk
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 Councilmember Tucker led the Pledge of Allegiance to the Flag.

**Members Present**
Nick Girone, Mayor  
Cathy Hoechst, Vice-Mayor  
Harmon Massey, At-Large Odd  
Laurie Tillett, District 1  
Cal Rolfson, District 2  
John Tucker, District 3  
Marc Crail, District 4

**Also Present**
Robin R. Hayes, City Manager  
Gwen Johns, MMC, City Clerk  
Jennifer Cockcroft, City Attorney

**PUBLIC COMMENTS** - (handouts provided by public speakers are on file in the City Clerk’s Office)

Edward Zink, 209 West 8th Avenue, addressed the City Council regarding the parking situation in Mount Dora.

Christina Buchanan, 736 Shirley Avenue, addressed City Council regarding downtown dumpsters. Formal complaint about dumpsters near Pisces.

Rosa Ferrer, 735 Shirley Avenue, addressed City Council regarding parking at the boat ramp and also commented regarding downtown dumpsters.

Michell Middleton, 311 North Grandview, announced this weekend in Donnelly Park the Mount Dora Center for the Arts is hosting a pop-up mini golf course created by local companies, businesses and artists. The cost to play is $5.00 and proceeds will benefit Mount Dora Center for the Arts. The fun begins Friday and will end on Sunday.

Phil Gobey, 230 North Baker Avenue, spoke about the boat ramp parking. He suggested parking decals for local residents. He also spoke about parking issues in relation to events in Mount Dora.
PRESENTATIONS

1. Pinning Ceremony – Police Department

Police Chief O’Grady, Public Services Director, introduced a newly hired Police Officer James Hughes. Officer Hughes’ wife, Kate Hughes was invited to pin his badge.

Mayor Girone administered the oath of office to Officer Hughes. Mayor Girone and the City Councilmembers congratulated and welcomed Officer Hughes to the City of Mount Dora.

2. Presentation of Certificate of Completion to Councilmember Harmon Massey for attendance at the 2018 Institute for Elected Municipal Officials

Mayor Girone presented a certificate of completion to Councilmember Massey. Councilmember Massey accepted congratulations for this accomplishment. He is registered for the advanced Institute for Elected Municipal Officials in April.

APPROVAL OF AGENDA

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

CONSENT AGENDA

1. Approval of City Council Work Session minutes dated February 20, 2018

2. Approval of City Council Regular Session minute dated February 20, 2018 (amended)

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

PUBLIC HEARINGS

RESOLUTIONS

1. Approval of Resolution No. 2018-15, Repositioning of Meetings

Jennifer Cockcroft, City Attorney, read Resolution No. 2018-15 by title only.

RESOLUTION NO. 2018-15

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, AUTHORIZING A CHANGE IN MEETING DATES FOR SEPTEMBER 2018 ONLY; TO ACCOMMODATE AND COMPLY WITH THE STATE TRIM REQUIREMENTS, AVOIDING SCHEDULED MEETINGS OF THE LAKE COUNTY SCHOOL BOARD AND THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR LEGISLATIVE FINDINGS AND
INTENT; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; AND PROVIDING FOR SCRIVENER’S ERRORS, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Robin R. Hayes, City Manager, explained the proposed meeting date changes and stated approval of this Resolution will allow ample time for the public to be notified of changes.

Motion was made by Vice-Mayor Hoechst to approve Resolution No. 2018-15; Councilmember Rolfson seconded the motion

Meetings will be held as follows according to the Resolution:

Tuesday, July 17, 2018 at 6:00 p.m. Regular Session
Tuesday, July 31, 2018 at 3:00 p.m. Work Session
Tuesday, July 31, 2018 at 6:00 p.m. Regular Session
Tuesday, August 21, 2018 at 6:00 p.m. Regular Session
Tuesday, August 28, 2018 at 3:00 p.m. Work/Budget Session
Tuesday, August 28, 2018 at 6:00 p.m. Regular Session
Thursday, September 6, 2018 at 6:00 p.m. Regular Session
Thursday, September 20, 2018 at 3:00 p.m. Work/Budget Session
Thursday, September 20, 2018 at 6:00 p.m. Regular Session

The motion was approved by roll call vote.

Vice-Mayor Hoechst YES Councilmember Crail YES
Councilmember Rolfson YES Councilmember Massey YES
Councilmember Tillett YES Mayor Girone YES
Councilmember Tucker YES

2. Approval of Resolution No. 2018-17, 4th Avenue Docks change orders

Jennifer Cockcroft, City Attorney, read Resolution No. 2018-17 by title only.

RESOLUTION NO. 2018-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING CHANGE ORDERS FOR CONSTRUCTION SERVICES FOR THE 4TH AVENUE DOCKS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR AUTHORITY TO THE MAYOR TO EXECUTE; PROVIDING FOR A SAVINGS PROVISION; AND PROVIDING FOR SCRIVENER’S ERRORS, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.
Robin R. Hayes, City Manager, stated this project was a subject of discussion in July and it was agreed upon the change orders would be presented to City Council upon completion of the dock repairs. Former Public Works Director, John Peters, ensured a PMI program was in place.

**Motion was made by Councilmember Tillett to approve Resolution No. 2018-17; Councilmember Crail seconded the motion.**

Mayor Girone commented the life of these docks does not seem to have been as long as it should have been. Ms. Hayes said this project was filed with the insurance company, reported against the vendor and the City Attorney researched the contract to find out if the City had any recourse with regard to the failed floating docks. The City Attorney has provided language to be included in all in all future contracts for the protection of the City.

*The motion was approved by roll call vote.*

<table>
<thead>
<tr>
<th>Councilmember Tillett</th>
<th>YES</th>
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<td>Councilmember Massey</td>
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3. **Approval of Resolution No. 2018-26, Municipal Impact and Operating Fee Study**

Jennifer Cockcroft, City Attorney, read Resolution No. 26 by title only.

**RESOLUTION NO. 2018-26**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING RANKING OF PROPOSALS FOR CONSULTANTS TO CONDUCT A MUNICIPAL IMPACT AND OPERATING FEE STUDY; AUTHORIZING STAFF TO INITIATE CONTRACT NEGOTIATIONS WITH THE SELECTED CONSULTANTS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; AND PROVIDING FOR SCRIVENER’S ERRORS, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Robin R. Hayes, City Manager, said this request allows the City to look at municipal rates from an impact study perspective. The Request for Qualifications allowed for the choice of two companies if one company stood out in reference to a particular service. Both companies chosen have done business with the City of Mount Dora in the past.

**Motion was made by Councilmember Tucker to approve Resolution No. 2018-26; Councilmember Massey seconded the motion.**

City Councilmembers discussed the resolution and were supportive of the rate study.
The motion was approved by a roll call vote.

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<tr>
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<tr>
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<td>Tillett</td>
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ORDINANCES

1. Ordinance No. 2018-03, Cross Connection Controls

Jennifer Cockcroft, City Attorney, read Ordinance No. 2018-03 by title only.

ORDINANCE NO. 2018-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING THE IMPLEMENTATION OF A CROSS CONNECTION CONTROL PROGRAM IN CONFORMANCE WITH SECTION 62-555.360 OF THE FLORIDA ADMINISTRATIVE CODE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR CONFLICTS, SEVERABILITY, PROVIDING FOR CORRECTION OF SCRIVENER’S ERRORS, AND AN EFFECTIVE DATE.

Robin R. Hayes, City Manager, said first reading was presented to City Council and former Public Works Director John Peters provided a lot of information. Since that time, Lakes of Mount Dora has been contacted and staff has reached the conclusion nothing needs to be done with the Hoover pumps. Hydro-Corp, Inc. will be engaged to evaluate the cross connection program as a whole. They will conduct a full site study and determine which homeowner’s associations the City needs to meet with to decide how to proceed. This entire process is controlled by the Department of Environmental Protection and the City does need to adopt a program.

Motion was made by Councilmember Rolfson to approve the final reading of Ordinance No. 2018-03; Vice-Mayor Hoechst seconded the motion.

Councilmember Rolfson asked if there have been any changes to the ordinance since first reading and Ms. Hayes said no.

Councilmember Tillett commented this was a requirement from FDEP and the City should have some written inspection and improvement type program in place in the City. The City needs to respond to the requirement by having some type of program. She further suggested the City may wish to explore funding to assist homeowners with the expense associated with cross connection.
Vice-Mayor Hoechst said if the City were ever to consider any type of funding, she would want a chronological timeline and a solid understanding of what was formerly required, what is currently required and the “whys” before the City would agree to cover expenses.

Michael Masterson. 7887 Crosswinds Way, spoke about cross connection controls.

*The motion was approved by a roll call vote.*

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<thead>
<tr>
<th>Councilmember Rolfsen</th>
<th>YES</th>
<th>Councilmember Crail</th>
<th>YES</th>
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<td>YES</td>
<td>Councilmember Massey</td>
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<td>Councilmember Tillett</td>
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<td>Mayor Girone</td>
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<td>Councilmember Tucker</td>
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**DISCUSSION ITEMS**

1. **Draft Ordinance No. 2018-05, Canvassing Board**

Robin R. Hayes, City Manager, introduced the canvassing board ordinance based on a previous discussion by City Council.

Gwen Keough-Johns, City Clerk, explained the ordinance written for the purpose of creating a canvassing board. The City of Mount Dora will need to have a canvassing board during election periods when there is no county-wide or general election. During election periods when there is a larger election, the county canvassing board will be responsible for the entire election process with participation from each jurisdiction’s City Clerk or designee.

Additional discussion followed with regard to the election process and steps the State Legislation is taking to change the process.

The consensus of City Council was to have the ordinance finalized and present for first reading at the next regularly scheduled City Council meeting.

2. **USPS Relocation**

Robin R. Hayes, City Manager, said a meeting was held on March 1st by the USPS and she was unavailable to attend the meeting.

The City Council members discussed the recent meetings held to discuss new proposed locations for the Mount Dora Post Office.

The consensus of City Council was to have staff draft a letter to the USPS pertaining to concerns with truck traffic at the proposed post office location, suggesting trucks use Eudora Road. In addition, the correspondence will include the request for a finance branch to remain in the downtown area of the City.
CITY MANAGER’S REPORT

1. Promotional Video on Wolf Branch Innovation District
Robin R. Hayes, City Manager, introduced Misty Sommer, Deputy City Clerk and member of the Economic Development team working closely with Richard Levey.

Ms. Sommer gave an overview of the promotional video and showed the draft video to City Council and those in attendance at the meeting.

2. Update to Dogwood Mountain Reserve
Mark Rudowske, Public Works Director, gave an overview of the status of Dogwood Mountain Reserve rehabilitation. Meeting with FEMA inspectors tomorrow morning; following that the work will begin. Contractor can begin within a very short period of time up on receipt of notice to proceed.

Maria Andrews, resident at Dogwood Mountain Reserve, will be relocated to some temporary shelter since she is not in a good situation.

Ms. Hayes said temporary housing will be provided for Ms. Andrews, up to six months based on timeline provided by the engineering firm and contractor. The City will maintain electricity in Ms. Andrews’ home while she is living elsewhere. Staff is also going to assist Ms. Andrews with the FEMA process.

Once FEMA has approved the funding, a letter will be sent to withdraw the City’s funding request from USDA.

CITY ATTORNEY’S REPORT

COMMUNICATIONS AND REPORTS

Councilmember Tucker
Welcomed Mark Rudowske as Public Works Director

Councilmember Massey
Nothing to Report

Councilmember Crail
Councilmember Crail extended his appreciation and stated how impressed he has been with the way staff has handled the Dogwood Mountain Reserve situation.

Councilmember Crail thanked Fire Chief Griner for working quickly and diligently to address a recent concern about contacting EMS after some 911 calls were incorrectly routed.
Councilmember Tillett
Councilmember Tillett announced the recent Mount Dora Community Trust Distribution Committee grant awards.

Councilmember Tillett announced the upcoming Mount Dora Lawn Bowling Club annual rummage sale this coming Thursday, Friday and Saturday.

Councilmember Rolfson
Extended a special thanks to Police Department employees and Public Information Officer for videos dealing with the school resource officers.

Spoke about legislative session.

Vice Mayor Hoechst
Sense of Community

Robin R. Hayes, City Manager, announced the upcoming Teacher Appreciation event scheduled August 10, 2018. The City could donate $500 - $1,000 in paper to the cause. City Councilmembers were supportive of a donation.

Mayor Girone
Go see “Old Joe”!

Mayor Girone announced the March 31, 2018 opening of Wekiva Parkway at SR 46 and Round Lake Road.

ADJOURNMENT
The City Council meeting adjourned at approximately 8:13 p.m.

________________________________
NICK GIRONE
MAYOR
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
Having been duly advertised as required by law, Nick Girone, Chairman called the NE-CRA Board meeting to order at approximately 8:13 p.m.

DISCUSSION ITEMS

1. Request Approval of Resolution No. 2018-12 (NE-CRA), Northeast CRA Grandview Business District Visual

Jennifer Cockcroft, City Attorney, read Resolution No. 2018-12 by title only.

RESOLUTION NO. 2018-12 (NE-CRA)

A RESOLUTION OF THE NORTHEAST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA, FLORIDA APPROVING THE GRANDVIEW BUSINESS VISUAL IMPROVEMENT PROGRAM AUTHORIZING THE CHAIRMAN TO EXECUTE SAID AGREEMENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS, SAVINGS, CONFLICTS, SCRIVENER’S ERRORS, SEVERABILITY AND AN EFFECTIVE DATE.

Robin R. Hayes, City Manager, asked Vince Sandersfeld, Planning and Development Director, to address City Council and answer any raised questions.

Motion was made by Mr. Rolfson to approve Resolution No. 2018-12 (NE-CRA); Mr. Tucker seconded the motion. The motion was approved by a roll call vote.

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<td>Mr. Rolfson</td>
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<td>Mr. Tucker</td>
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<td>Ms. Tillett</td>
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<td>Mr. Girone</td>
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<td>Mr. Crail</td>
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ADJOURNMENT

The Northeast CRA Board meeting was adjourned at approximately 8:20 p.m.

Nick Girone, Chairman
Northeast CRA Board

Gwen Keough-Johns, MMC
City Clerk
DATE: March 20, 2018

TO: Honorable Mayor and City Council

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution 2018-25, Approval of the 2018 Mount Dora Blueberry Festival

Introduction:
This is a request for the City Council to approve Resolution No. 2018-25, authorizing a street closure for the 2018 Mount Dora Blueberry Festival. This Resolution will authorize the closure of Charles Street and Edgerton Court on Friday, April 27 from 4:00 p.m., until Sunday, April 29, 2018 at 8:00 p.m.

Discussion:
This is the fourth Annual Blueberry Festival sponsored by Visit Mount Dora, Inc. The event organizers expect to attract over 30,000 for the two day festival. There will be vendors located along both sides of Edgerton Court leading into Evans Park and an entertainment area located on the concrete pad. Concession vendors will offer wine and beer, this will be coordinated through the Island Grove Winery and Pisces Rising, each of which possess the necessary licenses and insurance for the event. Staff has communicated with the Lawn Bowler’s Association as to notification of this event and the city will make any further accommodation for the lawn bowlers to access the club. City staff has met with the organizers of this event to ensure public safety and event logistics will be properly coordinated.

Budget Impact:
No impact. The event sponsor will reimburse the City for all costs.

Strategic Impact:
Foster Community Growth and Economic Development.

Recommendation:
City Council to approve Resolution No. 2018-25.

Attachments:
1. Special Event Application
2. Special Event Plan
### Special Event Application Form

**City of Mount Dora**

<table>
<thead>
<tr>
<th>Name of Event</th>
<th>Mount Dora Blueberry Festival</th>
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<tr>
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<td>Evans Park</td>
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<tr>
<td>Set-Up Date</td>
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<td>From (Time)</td>
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<td>Break-Down Date</td>
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<td>To (Time)</td>
<td>8:00 PM</td>
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| Estimate Number of Participants | 150                                      |
| Estimate Number of Spectators  | 30,000+                                  |
| Estimate Number of Vehicles    | 150                                      |
| Estimate Number of Vessels (For Boating Events Only) | |

| Sponsoring Organization's Name | Visit Mount Dora, Inc.                   |
| Address                      | PO Box 378                                |
|                             | Mount Dora                                |
|                             | FL                                        |
|                             | 32756                                     |

<p>| Type of Organization        | Not For Profit                            |</p>
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<td>Brian Young</td>
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<tr>
<td><strong>Phone Number</strong></td>
<td>352-217-5072</td>
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<td><strong>Primary Contact Email</strong></td>
<td><a href="mailto:GoMountDora@gmail.com">GoMountDora@gmail.com</a></td>
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<td><strong>Secondary Contact</strong></td>
<td>Don Stuart</td>
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<td><strong>Phone Number</strong></td>
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<td><strong>Is your event -</strong></td>
<td>Public</td>
</tr>
<tr>
<td><strong>What is the cost for the attendee?</strong></td>
<td>Free Admission</td>
</tr>
<tr>
<td><strong>A. How often will this event occur?</strong></td>
<td>Annually</td>
</tr>
<tr>
<td><strong>B. What kind of event are you hosting?</strong></td>
<td>Exhibit/Festival</td>
</tr>
<tr>
<td><strong>C. At your event, you will offer:</strong></td>
<td>Food Trucks *Permit Required</td>
</tr>
<tr>
<td></td>
<td>Food Vendors Cooking *Permit Required</td>
</tr>
<tr>
<td></td>
<td>Food/Beverage (Non-Cooking)</td>
</tr>
<tr>
<td></td>
<td>Alcohol Sales *Permit Required</td>
</tr>
<tr>
<td></td>
<td>Inflatable Devices</td>
</tr>
<tr>
<td></td>
<td>Merchandise Sales</td>
</tr>
<tr>
<td><strong>D. Are you bringing in any special equipment such as:</strong></td>
<td>Sound equipment</td>
</tr>
<tr>
<td></td>
<td>Tents</td>
</tr>
<tr>
<td></td>
<td>Generator(s)</td>
</tr>
<tr>
<td></td>
<td>Stages / Props / Production Equipment</td>
</tr>
<tr>
<td><strong>How much does your trailer weigh?</strong></td>
<td></td>
</tr>
<tr>
<td><strong>What is the size of your tent(s)?</strong></td>
<td>30 x 60 / 10 x 10</td>
</tr>
<tr>
<td><strong>How many generators?</strong></td>
<td>5+</td>
</tr>
<tr>
<td><strong>E. Do you need the City to provide or make available, at additional fee(s), any of the following:</strong></td>
<td>Potable water</td>
</tr>
<tr>
<td></td>
<td>Connection(s) for electric power</td>
</tr>
<tr>
<td></td>
<td>Trash Cans/Barrels</td>
</tr>
<tr>
<td><strong>How many Trash Cans / Barrels are needed?</strong></td>
<td>TBD</td>
</tr>
<tr>
<td>How many Special Event Garbage Boxes are needed?</td>
<td>Edgerton Court, Evans Park, Public Parking Lot at Baker St. and Tremain St.</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>--------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>F. List any streets, parks or facilities requiring closure:</td>
<td>4th Annual event featuring area farms specializing in Blueberries and related products. Additional Craft exhibitors and sponsors will be in attendance. Live entertainment from stage on event pad.</td>
</tr>
<tr>
<td>H. Please provide a detailed description of the event.</td>
<td>Upload a diagram or map of your proposed event [<a href="https://cdn.filestackcontent.com/yyRXZAZHRO6MTG15WB">https://cdn.filestackcontent.com/yyRXZAZHRO6MTG15WB</a>]</td>
</tr>
<tr>
<td>You may draw a sketch in this box.</td>
<td>What is your financial plan for covering all event costs? Cash-on-hand, sponsors and exhibitor fees.</td>
</tr>
<tr>
<td>How does your event benefit the general welfare of the City?</td>
<td>The event draws thousands of visitors to town after the winter season has ended and provides enormous promotion in the weeks leading up to the event.</td>
</tr>
<tr>
<td>What is the media or publicity campaign planned for this event?</td>
<td>Radio coverage via Cox Media stations in Central FL including; WMJ 98.9, K92.3, WDBO 95.6 and STAR 94.5. Extensive social media promotion via Facebook and Goodie AdWords. Print and event guide inserts in the Orlando Sentinel reaching 95,000+ subscriber households.</td>
</tr>
</tbody>
</table>

**Signature Data**

First Name: Don  
Last Name: Stuart  
Email Address: donaldstuart@comcast.net

Signed at: 12/24/2017 05:29AM
2018 Mount Dora Blueberry Festival
SET UP MAP
FRIDAY April 28 3pm start time
SATURDAY April 29 6-8am

Vendor Coordinator
Janet Gamache (352)217-8390
Food Coordinator
Brian Young (352)217-5072

Lot 8 (Upper Garage)
Enter on 3rd Ave
Lot 16
Enter on Tremain St

Charles Ave Lot

3:00pm Set up
4:00pm Set up
4:30pm Set up
5:00pm Set up
5:45pm Set up
6:30pm Set up

To PARK
# 2018 Mount Dora Blueberry Festival

**Type of Event:** Blueberry Festival

**Location of Event:** Edgerton Court and Elizabeth Evans Park

**Duration of Event:** April 28-29 (Saturday/Sunday)
Set up for this event will start on Friday, April 27, 4 to 8pm
Event hours: 9am to 5pm for Sat/Sun.

**Special Hazards:** Additional vehicle and pedestrian traffic.
Alcohol service allowed through event area.

**Barricaded Streets:** Edgerton Court and Charles Street

**Designated One-Way Streets:** None.

**Staffed Traffic Control Points:** Edgerton Court and Charles Street.

**Estimated Vehicle Traffic:** Well above normal.

**Special Parking Areas:** Reserved Parking for the Lawn Bowling Participants will be in lower level of the Parking Garage accessed from Donnelly Street.
**Vendor Parking:**
Tremain/Baker St Public Parking Lot
Baker Street, south of 3<sup>rd</sup> on west side
Parking Garage – upper level accessed from 3<sup>rd</sup> Ave.

**Estimated Spectator Population:** 30,000 for the two-day festival.

**Estimated Participants:** Approximately 150 Exhibitors.

**Anticipated Crime Problems:** No specific problems anticipated.
MOUNT DORA PARKS & RECREATION DEPARTMENT
Special Event Plan

Personnel Requirements:
2 Police Officers and 1 Event Supervisor.
1 Code Enforcement Officer
(A private security company will be hired by the sponsors for night security.)
3 Parks Staff Members for both Saturday and Sunday.

Communication Requirement:
Officers will utilize MDPD Channel 2.

Coordination with City Departments:

Police:
Alcohol service provided through event area, coordinated through Pisces Rising and Island Grove Wine Company.

Parks & Recreation:
Treat Evans Park for fire ants and maintain low lying areas.
Appropriate hook ups for Electrical Box on event pad for entertainment.
Trash pick up and removal in event area.
Extra trashcans in event area (deliver them Friday by noon and pick up on Monday.)
Event Sponsor will be responsible to coordinate electrical for vendors.
Event Sponsor is responsible for ordering additional portalet restrooms.

Barricades
Four (4) barricades at Edgerton Court & Charles Street.

No parking signs: (both sides)
Edgerton Court reserved for vendors
Tremain/Baker Street Public Parking lot
Baker Street, south of 3rd Ave. on the west side
Upper level of Parking Garage (accessed from 3rd Ave.)
Signed for “NO PARKING”, AFTER 3 PM 04/27/2018.
Temporary “Handicapped Only” signs for entire row in Parking Garage.

“No Pets” signs at every entrance to the Fair, and on the barricade at:
Edgerton Court and Elizabeth Evans Park.

Notification to Outside Agencies:
Notification of street closure to EMS and Lake County Sheriff.
MOUNT DORA PARKS & RECREATION DEPARTMENT
Special Event Plan

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

Furnishing Event Sponsors with Permits (Where Applicable): Special Event Application attached.
RESOLUTION NO. 2018-25

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING APPLICATION FOR THE 2018 MOUNT DORA BLUEBERRY FESTIVAL, REQUESTING TO ALLOW FOR A STREET CLOSURE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; AND PROVIDING FOR SCRIVENER’S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the Mount Dora Blueberry Festival is an event sponsored by Visit Mount Dora; and

WHEREAS, in the past the Blueberry Festival has been well attended and is an economically important festival celebrating the growing agricultural importance of blueberries to the Central Florida economy; and

WHEREAS, the event sponsors have requested a street closure critical to the success of the event; and

WHEREAS, the City Council authorizes street closure of Edgerton Court at the following location on Friday, April 27, 2018 from 4:00 pm until April 29, 2018 at 8:00 pm at Charles Street and Edgerton Court.

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

SECTION 1. Legislative Findings and Intent. The City Council of the City of Mount Dora has complied with all requirements and procedures of Florida Law in processing this Resolution and hereby adopts the above recitals as its legislative intent.

SECTION 2. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 3. Savings Provision. All prior actions of the City of Mount Dora pertaining to this festival, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 4. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 5. Conflicts. All Resolutions or parts of Resolutions in conflict with any of
the provisions of this Resolution are hereby repealed.

SECTION 6. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 7. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 20th day of March, A.D., 2018.

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

ATTEST:

__________________________
GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

__________________________
William Colbert or Jennifer Cockcroft
City Attorney
DATE: March 20, 2018

TO: Honorable Mayor and City Council

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution 2018-27, Approval of the 3rd Annual Twilight 5K Run

Introduction:
This is a request for the City Council to approve Resolution No. 2018-27, approval of requested street closures for the 3rd Annual Twilight 5K Run.

Discussion:
This will mark the third Twilight 5K Run sponsored by the Mount Dora Road Runners, Inc. The 5K run will begin and conclude at Evans Park on Thursday, May 3, 2017. The race will begin at 7:00 PM and conclude by 8:30 PM. Request of the road closures are temporary with use of the residential streets and the downtown area. The event sponsor, The Mount Dora Road Runners, will assign a sufficient number of volunteers to assist with road closure areas that will be in coordination and monitored by police. The Mount Dora Road Runners’ goal is to continue to promote health and fitness in the Mount Dora community. The event sponsor anticipates 600 runners and walkers that will participate in the Twilight 5K Run. City Staff has communicated by email with Jim Gunderson of the Lakeside Inn for assurance that hotel guests will be able to access the property from Charles Street. City staff has also communicated via email with the President of the Lawn Bowler’s Association of this event, as it will not conflict with any function that may occur. Prior to the event, city staff and the event sponsor will notify downtown merchants of this event in preparation of accommodating the downtown traffic.

Budget Impact:
No impact - The event sponsor will reimburse the City for all costs. Event number is 130-5123-515-02-00-SE1602 and the city charges the client for services rendered. The amount will be based on actual personnel cost.

Recommendation:
City Council to approve Resolution No. 2018-27.
Attachments:
  1. Special Event Application
  2. Special Event Plan

Prepared By: Christopher Carson, Cultural & Special Events Coordinator
Reviewed By: Jennifer Cockcroft, CA Office 3.12.18
    Gwen Johns, City Clerk 3-8-18
    Robin R. Hayes, City Manager
    Amy Jewell, Leisure Services Director
ATTACHMENT #1

Special Event Application
Permit Request

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

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

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

Name of Event: 3rd annual Twilight 5K Run

Facility / Location Requested: Evans Park

Event Date: 5/3/2018
Event Hours: From 7 AM To 8:30 AM
Set-Up Date: 5/3/2018
Set-Up Hours: From 2 AM To 5 AM
Break-Down Date: 5/3/2018
Break-Down Hours: From 8:30 AM To 11 AM

Estimated Number of Participants: 600
Spectators: 500
Vehicles: NA

Sponsoring Organization’s Name: Mount Dora Road Runners, Inc.

Address: 1905/1 US Hwy 441 Suite 200 Mount Dora FL 32757

Type of Organization: ☑ Not For Profit

Primary Contact Name: Vickie Blaze
Phone: 352-638-4205
Email: vickie@mountdorafl.com

Secondary Contact Name: Chris Bristo
Phone: 386-216-1682
Email:

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

Name of Organization, if applicable: Mount Dora Road Runners, Inc.

Signature of Applicant: Vickie Blaze
Date: 5/3/2018

Printed Name: Vickie Blaze

Title of signor, if applicable: President

04.14.2015
Please provide us with additional information regarding your event by checking off the items that pertain to your event in sections A-D; any services you require from the City in Section E and any other specific information about your event not previously covered or where you need additional space to explain your event in Section F. Do not forget to attach a diagram of your event.

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

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

(Explain)
(Explain)
(Sponsor Name) (Explain)

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

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

E. Do you need the City to provide or make available, at an additional fee, any of the following:
□ Potable water □ Special Event Garbage Boxes
□ Connection(s) for electric power □ Dumpsters □ Security
□ Audio Equipment □ Streets/Avenues
□ Trash Cans/Barrels _______
F. Please provide a detailed description of the event and draw or attach a diagram and/or map of the proposed event site / layout / route. Ensure that you specify any requests for alcoholic beverages, street closures, pyrotechnics/fires, any city services you desire, etc.

This race is 3.1 miles (5km) and is an out and back course highlighting the downtown restaurants in the evening.

We plan to go door to door to all the merchants and restaurants to quell any complaints and answer questions. We also plan to place 25 yard signs in the residential areas affected by the race.
IF APPLYING AS A NON-PROFIT ORGANIZATION:

What is your financial plan for covering all event costs?  

__________________________________________________________________________

How does your event benefit the general welfare of the City? __________

__________________________________________________________________________

How does your event benefit the general welfare of the City? __________

__________________________________________________________________________

To what extent is the media or publicity campaign planned for this event? __________

__________________________________________________________________________

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

Administrative Fees:
PLEASE NOTE: *These rates are subject to change at direction of the City Council

<table>
<thead>
<tr>
<th>Event Size</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Significant events</td>
<td>$550.00 (entire downtown area/75,000+ attendance)</td>
</tr>
<tr>
<td>Large events</td>
<td>$350.00 (25,000-74,999 attendance)</td>
</tr>
<tr>
<td>Medium events</td>
<td>$250.00 (5,000-24,999 attendance)</td>
</tr>
<tr>
<td>Small events</td>
<td>$ 75.00 (300-4,999 attendance)</td>
</tr>
</tbody>
</table>

ADDITIONAL ATTACHMENTS: (REQUIRED FOR NON-PROFIT ORGANIZATIONS)
Non-Profit Organizations must provide approval of current active not for profit status with the State of Florida.

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

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

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

The City of Mount Dora hereby advises the applicant that the activities that are part of the special event plans of the applicant may give rise to liability of diverse types and natures. The use of the word "City" herein means and includes the government of the City and its officials, officers, employees, agents, servants, invitees and guests. The City is not responsible for any events that are not specifically sponsored by the City. Approval of a special event is not acceptance of the event as a City sponsored event. Thus, the applicant is advised to ensure that, beyond providing for insurance relative to its own activities, it would be prudent for the applicant to resolve all insurance needs with the participants, vendors, etc. that relate to the event in all respects. The applicant must, of course, adhere to all City requirements relative to providing the City with requisite insurance at required levels and scopes of coverage with the City being named as an additional insured and not a mere certificate holder.

The applicant shall take all precautions for the safety of and will provide reasonable protection to prevent damage, injury or loss to all persons and property in association with the special event, activity or service provided.

The applicant shall comply with all laws, ordinances, rules, regulations and other orders regarding the safety of persons or property, or their protection from damage, injury or loss with regard to the special event, activity or service provided.

The applicant shall be responsible to ensure that all trademark and copyright laws and all other laws relating to intellectual property rights are adhered to in every respect.

In any emergency affecting the safety of persons or property, the applicant shall act with care and discretion to prevent threatened damage, injury, loss or death. The applicant shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including reasonable attorney's fees arising out of or resulting from the event, activity or service provided. Accordingly, the undersigned of her/himself and any and all derivative claimants, of whatsoever type or nature or relationship, understands that the City and its officials, officers, agents and employees, participants, vendors, or derivative claimants, may cause or suffer, of whatsoever type or nature or cause, as a result of, or associated with, the special event, activity or service provided in any way whatsoever to include, but not be limited to, any personal injury or property damage or loss that the undersigned, or any of its agents, employees, participants, vendors, or derivative claimants, may cause or suffer, of whatsoever type or nature or cause, as a result of, or associated with, the special event, activity or service provided.

In consideration of, and as an inducement for, the City approving the special event, activity or service provided, the undersigned, as an individual with the authority to represent the applicant and any and all derivative claimants including, but not limited to, any and all heirs, assigns, executors, beneficiaries, administrators, and any and all other claimants or legal representatives of whatsoever nature or relationship, do hereby forever fully release, remiss, indemnify, acquit, forever discharge, and hold harmless and blameless, the City from, against and for any claims relating to losses described above or otherwise contemplated by law in any respect; the activities that relate, in any way, to the special event; personal injury or property damage, of whatsoever type or nature, that arise, in any way from the special event; and any all damages or losses however claimed or asserted or cognizable under law that any claimant may suffer or cause as a result of, directly or indirectly, the special event. I recognize and assume any and all risks, known or unknown, relating to the special event, activity or service provided and covenant on behalf of myself and all derivative claimants, as aforementioned in every respect, not to sue the City.

Should the City be sued as a result of the special event, activity or service provided in any way or manner, the applicant shall be notified of such suit and, thereupon, the applicant shall have the duty to defend the suit and the City. Should judgment be awarded against the City in any such case, the applicant shall forthwith pay the same and relieve the City of any obligations relating thereto. The City shall not be liable in any respect or in any nature.

The applicant does hereby waive, release and agree to indemnify and hold harmless the City and its officials, officers, agents and employees for any claim, demand, liability, costs, suits, charges or compensation for loss or injury of any kind arising out of a loss or any injury, including losses or injuries arising from the negligence of the City and its officials, officers, agents and employees arising from my participating in activities. The applicant assumes all risk of injury, liability, and loss arising from any participation or presence at said activity by the Applicant or others. The applicant acknowledges that the City will not assume any costs relating to any injury while the applicant is involved in any activity.

This document is in consideration of the City permitting the applicant's participation in the activity or program at issue. The applicant freely and voluntarily assumes all risk of loss or injury arising from the activity whether due to the applicant's
negligence, or the negligence or intentional acts of others. I acknowledge that, absent this document, the City would not have offered the applicant access to the activity because of unacceptable exposure to civil liability claims, or the expense of providing a program that is risk-free.

By signing this waiver, the applicant agrees to indemnify any and all officials, officers, agents and employees of the City for any and all damages which result from any and all acts or omissions, including negligence, in whole or in part, on the part any City official, officer, agent or employee.

Should the applicant receive notice, in any way, of any suit or claim arising from the special event, activity or service provided, the applicant shall promptly advise the City in writing.

Having read and understood this document the undersigned signs it freely and knowingly, intending that it shall be fully operative and effective in all respects and that is waives legal rights to which the applicant might be entitled if any person is hurt or suffers loss during any part of the activity.

YOU MUST CAREFULLY READ THIS DOCUMENT BEFORE SIGNING IT.
YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS.
YOU ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY IF YOU DO NOT FULLY UNDERSTAND THIS DOCUMENT

CERTIFICATION

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

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

Applicant Signature: Vickie Blake 
Printed Name: Vickie Blake 
Date: 1/3/2018

Witness Signature: Lisa McDonald 
Printed Name: Lisa McDonald 
Date: 1/3/2018
CITY OF MOUNT DORA SPECIAL EVENT PERMITTING PROCESS

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

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

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

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

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

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

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

8) Execute the event.

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

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

Vickie E. Blake
Signature of Applicant

Date

04.14.2015
City Council Agenda Packet - March 20, 2018 Page 36 of 291
“Twilight 5K Run”

Type of Event: Pedestrian 5K Fun Run.

Location of Event: 5k run beginning on Edgerton Court; 100 N. Donnelly Street

Duration of Event: May 3rd, Thursday, 2:00pm-5:00pm (Set up) and Race at 7:00 pm. (Break-down): 8:30 pm – 9:30 pm.

Special Hazards: Utilizing cross walks for participants to cross from sidewalk areas.

Barricaded Streets/Route: See Course Event Map.

Designated one-way streets: N/A

Detoured Traffic: See Course Event Map.

Manned Traffic Control Points: See Course Event Map.

Estimated pedestrian traffic: N/A

Special parking areas: N/A

Estimated spectator population: 600

Estimated participants: 600

Anticipated crime problems: None

Personnel requirements: Police and Civilian Staff Members for road closures. Volunteers coordinated by Event Sponsor.

Designated no parking areas: Edgerton Court on May 3, 2018 from 5:30pm to 9:30pm.

Public Notification: Sponsor is responsible for notifying the downtown merchants of road closures. Sponsor is also responsible for notifying local residents that are impacted by the run route. City events staff will also assist in notification of merchants and local residents.

Coordination with City Departments: Police and Fire services.

Coordination with other agencies: Notification of street closures to EMS & Lake Co. Sheriff’s Office
MOUNT DORA PARKS & RECREATION DEPARTMENT

Special Event Plan

Advising event sponsors of personnel and equipment costs:
The sponsor will be provided with a costs projection.

Furnishing event sponsors with permits (where applicable):
Special event application attached
RESOLUTION NO. 2018-27

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING APPLICATION FOR THE 3RD ANNUAL TWILIGHT 5K RUN AND REQUESTING APPROVAL OF STREET CLOSURES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; AND PROVIDING FOR SCRIVENER’S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the Twilight 5K Run is an event sponsored by the Mount Dora Runners, Inc.; and

WHEREAS, in previous years, the Twilight 5K Run has been a successful event with a many participants; and

WHEREAS, the Mount Dora Road Runners’ goal is to continue to promote health and fitness in the Mount Dora community; and

WHEREAS, the event sponsor has requested street closures; and

WHEREAS, the event sponsor will reimburse the City for all costs associated with personnel staffing or needs at the event; and

WHEREAS, the City Council wishes to authorize the following street closures:
Edgerton Court and downtown areas at the following locations on Thursday, May 3, 2018 from 7:00 pm until 8:30 pm to included Edgerton Court at Charles, Charles Street at South Tremain Street, South Tremain Street at East Liberty Avenue, South Grandview Street at East Liberty Avenue, 1st Avenue at South Grandview Street, East 3rd Avenue at South Grandview Street, Tremain Street at East 3rd Avenue, North Baker Street at East 3rd Avenue, Royellou Lane at East 3rd Avenue, North Donnelly Street at East 3rd Avenue, Dora Drawdy Lane at East 3rd Avenue, North Alexander at West 3rd Avenue, West North McDonald Street at West 4th Avenue, N. Alexander Street at West 4th Avenue, Dora Drawdy Lane at West 4th Avenue, North Donnelly Street at West 4th Avenue, Royellou Lane at West 4th Avenue, North Baker Street at West 4th Avenue, North Tremain Street at West 4th Avenue (See Exhibit #1).

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

SECTION 1. Legislative Findings and Intent. The City Council of the City of Mount Dora has complied with all requirements and procedures of Florida Law in processing this Resolution. The above recitals are hereby adopted as its legislative intent.

SECTION 2. Approval of Street Closures. The City Council hereby authorizes approval of the street closures being requested for the Twilight 5K Run.
SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings Provision. All prior actions of the City of Mount Dora pertaining to the Twilight 5K Run, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 20th day of March, A.D., 2018.

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

ATTEST:

GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

William Colbert or Jennifer Cockcroft
City Attorney

Resolution No. 2018-27
Page 2 of 2
North

1-Mile Across from address 223 E 3rd Ave, Across front door of home
2-Mile 3 feet east of water lid at intersection of 3rd & Donnelly St
3-Mile Directly across from no parking sign on Charles Ave, third
   column on parking garage from the right

START - 9 Feet South of Electric Polli 3304
FINISH - Directly Across from Elizabeth Evans Park Memorial Stone

TURN AROUND
- Located on N Tremain St - Across from Lake Cardiology Center
- Directly across from electric box # 411764

# FL11039EBm
Effective 3/26/2011
For 12/31/2021
DATE: March 20, 2018

TO: Honorable Mayor and City Council

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution No. 2018-24, First Amendment to the City of Mount Dora and Orange County Interlocal Water and Wastewater Service Territorial Agreement

Procedure: Call Up Item
Background
Public Comment
CRA Motion & Discussion
CRA Action

Introduction: This is a request for the City Council to approve Resolution No. 2018-24, the first amendment to the Joint Planning Area Interlocal Agreement with Orange County to update the Water and Wastewater Service terms and conditions.

Discussion: The City of Mount Dora and Orange County entered into a Water and Wastewater Service Territorial Agreement on November 20, 1996. This agreement, in part, services the Stoneybrook Hills community and lands along Orange Blossom Trail (US Highway 441) just south of the City Limits. Orange County has proposed a revised version of this amendment indicating that the City will stop charging the Territorial Service Fee within 30 days of final execution.

Orange County no longer needs to charge the Territorial Service Fee that could have been paid lump sum to the County back in the 90’s in accordance with our normal practice when territory is not exchanged. This practice protects the territory of both parties to a territorial agreement and in this case it has done so. This fee is an asset to Orange County utility that according to the agreement could be collected for the next 30 years or so from existing and future water and wastewater customers. Orange County has chosen to no longer collect this fee in consideration to the residents of Orange County. It is not the intent of this amendment to modify any other portion of the existing agreement. These amendments delete Section 5 in its entirety, but reinstate/adds existing language to section 6.1.

Budget Impact: There is no budget impact resulting from the approval of this Interlocal Agreement.
Strategic Impact: To address redevelopment and infrastructure needs and activities.


Prepared by: Vince Sandersfeld, Planning Director
Reviewed by: Thomas P. Klinker, CPA, CGMA, CGFO, CPFO, Interim Finance Director
                John Peters, Public Works Director
                Charles F. Revell, P.E., Electric Utility Director
                Paul Lahr, City Engineer
                Jennifer Cockcroft, City Attorney’s Office 3-12-08
                Gwen Johns, City Clerk 3-8-2018
                Robin R. Hayes, City Manager
CITY OF MOUNT DORA / ORANGE COUNTY

WATER AND WASTEWATER SERVICE TERRITORIAL AGREEMENT

THIS AGREEMENT is made and entered into as of this 12th day of November, 1996, by and between CITY OF MOUNT DORA, a municipal corporation located in Lake County, Florida, hereinafter referred to as the “City”, and ORANGE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “County”.

RECITALS

1. The City is empowered by Chapter 166 and 180, Florida Statutes, to provide water and wastewater service within the incorporated limits of the City of Mount Dora, and pursuant to such authority, presently furnishes water and wastewater service to customers within the incorporated limits of the City of Mount Dora, Florida. It is recognized that the City of Mount Dora has provided water service to residents and businesses in unincorporated Orange County as memorialized in that City of Mt. Dora/Orange County Water Service Territorial Agreement, dated January 21, 1992.

2. The County is authorized to provide water and wastewater service pursuant to its home rule powers as a Charter County, Chapter 125, Florida Statutes, and other laws, within and throughout Orange County, Florida, and pursuant to such authority, presently furnishes water and wastewater service to customers in Orange County, Florida.

3. The City and the County both recognize the desirability and the need to provide water
and wastewater service in a manner which is both economical and consistent with state and federal rules and regulations and growth management policies of the two entities. To that end, the County has been asked by certain third parties to allow the City to furnish water and wastewater service to property located in the Northwest portion of Orange County, lying adjacent to the City, and to agree to an allocation of water and wastewater service area for the period hereinafter fixed and set forth.

4. In order to accomplish said area allocation, the Parties have agreed upon boundary lines (hereinafter “Territorial Boundaries”), encompassing an area hereinafter referred to as the “City’s Territorial Area.” The City’s Territorial Area includes the City’s service area in certain portions of Orange County, Florida more particularly depicted and described in Composite Exhibit “A” attached to and incorporated in this Agreement. In case of conflict between the legal description and the maps, the legal description shall govern.

5. In construing this Agreement, it is hereby declared by the Parties to be the purpose and the intent of this Agreement to prevent the needless and wasteful expenditures from unrestrained competition of two government utilities operating in overlapping service areas. The City and the County do not intend and are not by this Agreement (a) placing undue or unreasonable restrictions upon free competition, (b) fixing prices, or (c) unreasonably limiting the availability of water and wastewater service capacity.

ACCORDINGLY, in consideration of the Recitals, agreements, and mutual covenants contained herein, the Parties hereto agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and by this reference are incorporated in this Agreement.

SECTION 2. DEFINITIONS. The County and the City agree that in construing this Agreement, the following words, phrases, and terms shall have the following meanings unless the
ATTACHMENT #1

context requires otherwise:

2.1 "Agreement" means this City of Mount Dora/Orange County Water and Wastewater Service Territorial Agreement, as it may from time to time be modified.

2.2 "City’s Territorial Area" means all land lying within and encompassed by the Territorial Boundaries in Orange County, referred to in Recital No. 4, hereof.

2.3 "DEP" means the State of Florida Department of Environmental Protection or its successor agency.

2.4 "Director" shall mean the Director of Utilities, Utilities Division, Orange County, Florida, or the successor to such position.

2.5 "EPA" means the United States Environmental Protection Agency or its successor agency.

2.6 "Reclaimed Water" means highly treated wastewater which is suitable for direct, nonpotable, beneficial use.

SECTION 3. AREA ALLOCATIONS AND NEW CUSTOMERS.

3.1 Allocations. As between the City and the County, the City’s Territorial Areas are hereby allocated to the City as its water and wastewater service area as depicted in Composite Exhibit “A”, for the period of time hereinafter specified with the exception of those properly franchised or certificated areas (such as the area serviced by the Tangerine Water Company pursuant to a Florida Public Service Commission Certificate for Water Service) and other municipal service areas pursuant to applicable law. As between the City and the County, all lands in Orange County lying outside of the City’s Territorial Area are hereby allocated to the County as its water and wastewater service area for the same time period, hereinafter the “County’s Territorial Area,” with the exception of those properly franchised or certificated areas (such as the area serviced by the
Tangerine Water Company) and other municipal service areas pursuant to applicable law.

3.2 New Customers. The City shall not hereafter serve or offer to serve any customer (whether individual or on a project basis) located in the County’s Territorial Area, unless, on a temporary or permanent basis, the County requests the City in writing to do so; and the County shall not hereafter serve or offer to serve any customer (whether individual or on a project basis) located in the City’s Territorial Area, unless, on a temporary or permanent basis, the City requests the County in writing to do so. The City shall be responsible for collecting both Utility Fees, as defined hereinafter, and the Territorial Service Fee within the City’s Territorial Area.

SECTION 4. RECLAIMED WATER. The transmission, distribution, disposal and application of Reclaimed Water by the City shall be restricted to the City’s Territorial Area, and only for the purposes of residential and commercial landscape irrigation and golf course irrigation, and shall be in compliance with applicable laws, rules, ordinances and permit conditions, as well as with the Orange County Comprehensive Plan. The City shall not dispose of any wastewater effluent within Orange County which does not meet the standards for Reclaimed Water application in areas of public access as set forth in Rule 62-610, Part III, Florida Administrative Code, or successor rules or statutes. The foregoing shall not limit, prohibit, authorize, permit or otherwise address the present operation of reclaimed water sprayfield presently being operated by the City within the County.

SECTION 5. TERRITORIAL SERVICE FEE.

5.1 The City hereby covenants to charge monthly to its customers a Territorial Service Fee for each City customer in the City’s Territorial Area, as determined by each customer’s water meter size, all as set forth in Exhibit “B”, attached hereto and incorporated herein, for each water connection in the City’s Territorial Area. Unless waived by the County for a particular year, the Territorial Service Fee shall increase by 2% each calendar year commencing on January 1, 2000.
5.2 The City shall pay the Territorial Service Fee to the County upon its receipt from the customers. The monthly service charge for utility service (whether water, wastewater or reclaimed water), excluding the Territorial Service Fee and the Utility Tax referenced in Section 6.1, shall not exceed an amount equal to a comparable monthly service charge paid by a customer residing within the City’s limits multiplied by 1.25.

5.3 The City hereby expressly consents to the payment to the County of the Territorial Service Fee as consideration for the County’s execution of this Agreement, and hereby expressly recognizes (1) the County’s proprietary power to provide utility service, (2) the County’s right to regulate the use of its rights-of-way and (3) that the provision for the Territorial Service Fee is material consideration under this Agreement.

SECTION 6. MISCELLANEOUS.

6.1 Assessments/Setting of Fees. The City covenants to bill each of its customers in the City’s Territorial Area no less frequently than once each month, and shall include on its bill the utility tax permitted by Section 166.231 of Florida Statutes (1995) (or its successor statute) and to remit such revenue as is collected from such tax, along with the Territorial Service Fee, to the County on a monthly basis. Except as provided in Section 5, it is within the City’s power and discretion to set the amount of connection fees to the City’s water and wastewater system as well as the amount of charges for water, wastewater and reclaimed water service (hereinafter “Utility Fees”). However, the City agrees that it shall not impose any assessment, Utility Fees or taxes on customers within Orange County which the City would not impose on comparable customers within the City, without the consent of the County. Further, the City agrees that it shall not facilitate in any way the assertion of fees or taxes on Orange County customers by any local government (other than Orange County) without the express written consent of Orange County.
6.2 Concurrency. The City shall annually submit its annual water, wastewater and reclaimed water Capital Improvements Budget and report of the available water, wastewater and reclaimed water capacity to Orange County within thirty (30) days of its finalization so as to keep Orange County apprised of such circumstance. The City agrees that it will cooperate with the County’s concurrency management system in order to assure and determine that sufficient utility capacity within its service area in Orange County exists prior to the County authorizing development. Specific administrative procedures for City’s participation in the County’s Concurrency Management System shall be mutually agreed by the parties.

6.3 As-Builts. The City shall send to the County “As-Built” construction drawings of all utility and related facilities located within the City’s Territorial Area and annually update said “as-builts” and provide copies of said updated “as-builts” to Orange County.

6.4 County agrees to cooperate reasonably with City to provide any documents, legal opinions or resolutions necessary to permit the City to issue bonds to fulfill its obligations herein.

6.5 The City will cooperate with the County and assist in the enforcement of water conservation programs, water shortage declarations and other regulatory restrictions.

6.6 The City does not have adequate capacity to service all of the property within the City’s Territorial Area. If an owner of a parcel wishes to obtain utility availability and capacity is not available, the parties anticipate the property owner shall enter into a utility agreement with the City for the purposes of establishing the fees, timing, and other conditions satisfactory to the parties for the establishment of the requisite capacity.

SECTION 7. WATER AND WASTEWATER FACILITIES.

7.1 The City hereby has the right and authority to construct water, wastewater and reclaimed water pipelines in Orange County in the City’s Territorial Area including the right to extend such
lines to east of the City’s Territorial Area and north along Round Lake Road in order only to loop the City’s system, and not for providing water, wastewater and/or reclaimed water service to customers outside the City’s Territorial Area and only subject to compliance with all applicable laws, rules, ordinances, and permit conditions, and only if and to the extent such lines are compatible with the Orange County Comprehensive Plan (as that document may be amended, revised, or succeeded from time to time). The City is specifically not exempted from (i) obtaining County “Right-of-Way Utilization” permits and “Utility Facility” permits for installing and maintaining its water, wastewater, and reclaimed water lines. The City is also not exempted from any utility construction requirements contained within the Orange County Subdivision Regulations and other applicable provisions of the Orange County Code.

7.2 The County hereby reserves and reaffirms its right and authority, and as between the City and the County is hereby empowered, to construct water, wastewater, and reclaimed water facilities, including, but not limited to, pipelines, treatment plants, disposal systems and appurtenances, within the City’s Territorial Area, but shall not serve any water and wastewater customers within the Territorial Area during the term of this Agreement. The City agrees to submit to the County, for informational purposes only, all reports, master plans, design drawings and specifications regarding the City’s water, wastewater and reclaimed water facilities that provide service within the City’s Territorial Area.

7.3 The City agrees to allow the County to inspect any and all water, wastewater, and reclaimed water facilities within the control of the City and located in Orange or Lake County which provide service to residents of Orange County.

SECTION 8. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon
or by reason hereof to or for the benefit of any third party. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all the provisions, representations, covenants and conditions herein contained shall inure only to the sole benefit of and shall be binding only upon the parties hereto and their respective representatives, successors and assigns.

SECTION 9. ASSIGNMENTS. Except as otherwise specifically provided for herein, this Agreement shall not be assignable without the express written permission of the parties which permission may be granted or denied in each party’s sole discretion. The parties, however, have the right to assign to any other government or any other governmental utility provider the rights, duties, and obligations hereunder upon notification of said assignment to the other party. Notwithstanding anything to the foregoing to the contrary, the City shall not assign any of its rights, obligations or duties under this Agreement to any investor-owned utility without the express written permission of the County which permission may be granted or denied at the County’s sole discretion. Further, the City covenants not to enter into any agreement which would have the effect of assisting an investor-owned utility in obtaining certification from the Public Service Commission to provide water, wastewater and/or reclaimed water services in the City’s Territorial Area.

SECTION 10. NOTICE; PROPER FORM. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (a) hand delivered to the official hereinafter designated, or (b) upon receipt of such notice when deposited in United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party’s name below, or such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:
SECTION 11. INDEMNIFICATION. To the extent allowed by State law, including but not limited to Chapter 768 of Florida Statutes (or any successor legislation), the County and the City agree (a) to hold the other harmless from the negligent acts or omissions of itself, its officers, employees, or agents, and (b) to hold the other harmless from third-party suits against the indemnifying party which results from the discontinuance of water and wastewater service for failure of a third party or purchaser to pay for water and wastewater service or other causes. Neither the County or City shall, by virtue of entering into this Agreement, waive the sovereign immunity limits established by State law.

SECTION 12. SERVICE STANDARDS. The City shall guarantee water pressure and water quantities to meet County standards (including County subdivision regulations) and potable water quality meeting EPA and DEP standards to all new and existing customers.

SECTION 13. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced.
and if the intentions of the Parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 14. TERM OF AGREEMENT; TERMINATION.

This Agreement shall take effect as of the date first above written and shall terminate on January 1, 2047. Upon termination, the City shall retain title to all water, wastewater, and reclaimed water facilities then owned by it in the City’s Territorial Area and may continue to provide water, wastewater, and reclaimed water service to all customers being served by the City as of the date of termination of this Agreement, without the duty to pay the Territorial Service Fee to the County or otherwise to comply with the requirements of this Agreement. Further, the City may serve such additional customers in the City’s Territorial Area (or elsewhere in Orange County) as the County may thereafter approve from time to time in writing (which approval may be granted or denied at the County’s sole discretion), but may not expand its utility systems (whether within the City’s Territorial Area or elsewhere in Orange County) or otherwise agree to serve any additional customers in the City’s Territorial Area without the County’s written approval (which likewise may be granted or denied at the County’s sole discretion).

Notwithstanding the foregoing, the City may repair, replace, reconstruct, and renovate its utility systems in the City’s Territorial Area from time to time after termination of this Agreement without the necessity of County approval so long as such repairs, replacements, reconstruction, or renovation do not constitute an expansion of the City’s utility systems in the City’s Territorial Area and do not result in the City serving additional customers.

Nothing in this section shall act to prevent the City from offering to sell its utility systems in the City’s Territorial Area to the County or to any other buyer after termination of this Agreement. Likewise, nothing in this section shall act after termination hereof to prevent the County from
offering to purchase the City’s utility systems, to prevent the City and County from negotiating and entering into any other form or type of agreement with respect to the City’s utility systems, or to prevent the City from ceasing the operation of all or any portion of the utility systems or otherwise relinquishing the ownership and control thereof in such fashion as the City sees fit.

This Section 14 shall survive the termination of this Agreement.

SECTION 15. DISCLAIMER OF SECURITY. Notwithstanding any other provisions of this Agreement, the City and the County expressly acknowledge: (a) that they have no pledge of or lien upon any real property, any personal property, or any existing or future revenue source of the other as security for any amounts of money payable by the other under this Agreement; and (b) that their rights to any payments under this Agreement are subordinate to the rights of all holders of any revenue bonds, or notes of the other, whether currently outstanding or hereafter issued.

SECTION 16. TIME OF ESSENCE/INABILITY TO SERVICE. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. Should the City be unable to provide water or wastewater capacity and service in the City’s Territorial Area within 5 years from the date of this Agreement, then, at the option of either party this Agreement may be terminated. Likewise, should the County Comprehensive Plan Amendment No. 96-2-A-2-1 not become effective within 5 years of this Agreement, then, at the option of either party this Agreement may be terminated.

SECTION 17. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

SECTION 18. NOTICES; DEFAULT. Each of the parties hereto shall give the other party) written notice of any defaults hereunder and shall allow the defaulting party thirty (30) days from the date of receipt to cure such defaults.
SECTION 19. REMEDIES. The parties hereto shall be entitled to all remedies at law or in equity, including expressly but not limited to injunctive relief and specific performance, in the course of enforcing this Agreement.

SECTION 20. VENUE. Venue shall lie in the Circuit Court in and for the county of the defending local government.

SECTION 21. CONSTRUCTION OF AGREEMENT, INTENT AND INTERPRETATION. This Agreement shall not be construed as forming any basis of any understanding for the modifications or alteration of the powers of the City or the County as they now exist or may be modified in the future, except as are lawfully and expressly modified by the terms of this Agreement.

SECTION 22. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement. Furthermore, this Agreement may be amended, and material consideration hereunder may be waived, only by written instrument approved by the Board of County Commissioners for the County and the City Council for the City (or their respective successor governing bodies) and executed and delivered respectively, by the Orange County Chairman and the Mayor (or other appropriate, authorized officials).

SECTION 23. CHALLENGES. If this Agreement is challenged by any third party in any judicial or administrative proceeding (each party hereby covenanting not to initiate or pursue such challenge), the parties collectively and individually agree to defend its validity through final determination. The City however, shall not be obligated to defend any challenges to the Territorial Service Fee or the Utility Tax referenced in Sections 5 and 6.1 herein. In the event of any challenge to either the Utility Tax or the Territorial Service Fee, the City agrees to notify the County and the County shall have the right to defend and intervene as the real party in interest to any such challenge.
SECTION 24. HEADINGS. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

SECTION 25. RECORDS AND REPORTING.

25.1 The City shall maintain books, records, documents and other evidence according to generally accepted governmental accounting principles, procedures and practices which sufficiently and properly reflect the number of water, wastewater, and reclaimed water customers served in the City's Territorial Area, as well as the number of water connections for each such customer, for a period of three (3) full years after the expiration of this Agreement.

26.2 The County shall have the right to audit from time to time for compliance by the City of payment of all amounts payable by the City under this Agreement.

25.3 The County shall have full access, for inspection, review and audit of all the aforementioned books, records and documents.

IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement as of the date and year first above written.

ORANGE COUNTY, FLORIDA

BY: County Chairman
ATTEST: Martha O. Haynie, County Comptroller  
As Clerk to the Board of County Commissioners  

BY:  
Deputy Clerk  

STATE OF FLORIDA  
COUNTY OF ORANGE  

The foregoing instrument was acknowledged before me this ___ day of ___, 1996 by  
Linda W. Chapin, County Chairman of Orange County, Florida, and acknowledged before me that  
she executed the foregoing instrument on behalf of Orange County. She is personally known to me.  

TRISHA M. GRENNELL  
MY COMMISSION # CC316626 EXPRES  
September 16, 1996  
BONDED THRU TROY SATIN INSURANCE, INC.  

FOR THE USE AND RELIANCE  
OF ORANGE COUNTY ONLY.  
APPROVED AS TO FORM  
November 13, 1996  
Carol Stein-Scott  
Assistant County Attorney  

Attest:  

CITY OF MOUNT DORA, FLORIDA  
By:  
Title: Mayor  

Title: City Clerk
STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 30th day of November, 1996 by

[Signature]

on behalf of the

[Partnership Name], as

[Role or Position]

He is personally known to me or has produced

[Identification]

as identification.

(NOTARY SEAL)

[Seal]

NOTARY SIGNATURE

[Signature]

PRINTED NOTARY SIGNATURE

[Signature]

Notary Public, State of Florida
Commission Number: [Number]
My Commission Expires:

FOR THE USE AND RELIANCE
OF THE CITY OF MOUNT DORA
ONLY, APPROVED AS TO FORM.

[Signature]

City Attorney

[Date]

[File Name]

[Revision Date]
Composite Exhibit A

City of Mount Dora
Territorial Area

BEGIN AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 27 EAST; THEN RUN WEST ALONG THE NORTH SECTION LINE OF SAID SECTION 3, ALSO BEING THE BORDER OF LAKE/ORANGE COUNTY LINE 2610' ± TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 27 EAST, TO THE POINT OF BEGINNING; THEN CONTINUE WEST 10,553.3' ± TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 27 EAST; THEN CONTINUE WEST 540' ± TO THE CENTERLINE OF ALTERNATE 441; THEN RUN SOUTHEASTERLY ALONG THE CENTERLINE OF 441 A DISTANCE OF 5,262.99' ± TO THE CENTERLINE OF U.S. 441; THEN RUN SOUTH ALONG THE CENTER LINE OF U.S. 441 (NORTH ORANGE BLOSSOM TRAIL) TO THE CENTER LINE OF WADSWORTH ROAD, ALSO BEING THE SOUTH LINE OF SECTION 4, TOWNSHIP 20 SOUTH, RANGE 27 EAST; THEN RUN EAST 1,327.5'; THEN CONTINUE EAST ALONG THE SOUTH SECTION LINE OF SAID SECTION 4, A DISTANCE OF 1,967.7' ± TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 4; THEN RUN SOUTH A DISTANCE OF 996' ± TO THE SOUTHWEST CORNER OF PARCEL 50 IN SECTION 9, TOWNSHIP 20 SOUTH, RANGE 27 EAST; THEN RUN EAST 2,640' TO THE NORTHEAST CORNER OF PARCEL 3 OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 27 EAST; THEN RUN SOUTH 2,310'; THEN RUN EAST A DISTANCE OF 1,320'; THEN RUN NORTH 1,980'; THEN RUN EAST 1,320'; THEN RUN NORTH A DISTANCE OF 2,640' TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 27 EAST TO A POINT IN SECTION 3, TOWNSHIP 20 SOUTH, RANGE 27 EAST; THEN RUN WEST A DISTANCE OF 1,604'; THEN RUN NORTH 3,959' TO THE NORTH LINE OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ALSO BEING THE POINT OF BEGINNING ALL LANDS LYING WITHIN ORANGE COUNTY, FLORIDA.

LESS THE FOLLOWING FOR WATER SERVICE ONLY (TANGERINE WATER COMPANY AREA):

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 20 SOUTH, RANGE 27 EAST; THEN RUN WEST ALONG THE CENTER SECTION LINE OF SAID SECTION 4 TO THE CENTERLINE OF ALTERNATE 441; THEN RUN SOUTHEASTERLY ALONG THE CENTERLINE OF 441 TO THE CENTERLINE OF U.S. 441; THEN RUN SOUTH ALONG THE CENTERLINE OF US 441 (NORTH ORANGE BLOSSOM TRAIL) TO THE CENTERLINE OF WADSWORTH ROAD, ALSO BEING THE SOUTH LINE OF SAID SECTION 4; THEN RUN EAST ALONG THE SOUTH SECTION LINE OF SAID SECTION 4 TO THE SOUTHEAST CORNER OF SOUTHEAST 1/4 OF SAID SECTION 4; THEN RUN NORTH ALONG THE EAST SECTION LINE OF SAID SECTION 4,
Composite Exhibit A, cont.

City of Mount Dora
Territorial Area

TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ALSO BEING THE POINT OF BEGINNING.

AND ALSO LESS THE FOLLOWING FOR WATER SERVICE ONLY (TANGERINE WATER COMPANY AREA):

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 27 EAST; THEN RUN WEST ALONG THE THE NORTH SECTION LINE OF SAID SECTION 5 ALSO BEING THE BORDER OF LAKE/ORANGE COUNTY TO THE CENTER LINE OF ALTERNATE 441; THEN RUN SOUTHEASTERLY ALONG THE CENTER LINE OF 441 TO THE EAST SECTION LINE OF SAID SECTION 5; THEN RUN NORTH ALONG THE EAST SECTION LINE OF SAID SECTION 5 TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 20 EAST, RANGE 27 SOUTH, ALSO BEING THE POINT OF BEGINNING.
CITY OF MOUNT DORA/ORANGE COUNTY
WATER AND WASTEWATER SERVICE
TERRITORIAL AGREEMENT

EXHIBIT “B”

TERRITORIAL SERVICE FEE

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RESOLUTION NO. 2018-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING AN AMENDMENT TO THE EXISTING INTERLOCAL AGREEMENT WITH ORANGE COUNTY; AUTHORIZING THE MAYOR TO EXECUTE SAID INTERLOCAL AGREEMENT; PROVIDING FOR IMPLEMENTING ACTIONS, PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SCRIVENER’S ERRORS, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora is empowered by Chapter 166 and 180, Florida Statutes, to provide water and wastewater service; and

WHEREAS, the City of Mount Dora and Orange County both recognize the desirability and the need to provide water and wastewater service; and

WHEREAS, the City of Mount Dora and Orange County entered into Interlocal Water and Wastewater Service Territorial Agreement on November 12, 1996, for certain lands located within unincorporated Orange County along U.S. Highway 441 and being adjacent to the Mount Dora City Limits; and

WHEREAS, the City of Mount Dora, through said agreement, has the right and authority to construct water, wastewater, and reclaimed water utility lines within a prescribed area; and

WHEREAS, the parties wish to amend said Interlocal Water and Wastewater Service Territorial Agreement to meet the current needs of their citizenry.

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

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida Law in processing this Resolution and hereby adopts the recitals above as its legislative intent.

SECTION 2. Approval of Interlocal Agreement. The City Council approves this first Amendment to the Interlocal Agreement with the Orange County as provided in Exhibit #1.

SECTION 3. Authorization to Execute Agreement. The City Council authorizes the Mayor to execute the amended Interlocal Agreement.

SECTION 4. Implementing Actions. The Mayor and the City Manager are hereby authorized and directed to take such actions as deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.
SECTION 5. **Savings.** All prior actions of the City relative to the Interlocal Water and Wastewater Service Territorial Agreement, and any and all associated or related matters, are hereby ratified and affirmed.

SECTION 6. **Scrivener’s Errors.** Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney may be corrected.

SECTION 7. **Conflicts.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. **Severability.** If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 9. **Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 20th day of March, A. D, 2018.

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

ATTEST:

GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

____________________________
William Colbert or Jennifer Cockcroft
City Attorney

Resolution No. 2018-24
Page 2 of 2
EXHIBIT #1

First Amendment to City of Mount Dora and Orange County
Water and Wastewater Service Territorial Agreement
FIRST AMENDMENT TO CITY OF MOUNT DORA/ORANGE COUNTY WATER AND WASTEWATER SERVICE TERRITORIAL AGREEMENT

THIS FIRST AMENDMENT TO CITY OF MOUNT DORA/ORANGE COUNTY WATER AND WASTEWATER SERVICE TERRITORIAL AGREEMENT (the “First Amendment”) is made and entered into as of the date of last execution below, by and between CITY OF MOUNT DORA, a municipal corporation located in Lake County, organized and existing under the laws of the State of Florida, whose address is 510 North Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY;” and ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida, 32801, hereinafter referred to as the “COUNTY.” The CITY and the COUNTY may also hereinafter be referred to collectively as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, the CITY and the COUNTY entered into the City of Mount Dora/Orange County Water and Wastewater Service Territorial Agreement (hereinafter the “Territorial Agreement”) on or about November 20, 1996; and

WHEREAS, the CITY and the COUNTY, in the best interest of its citizens, desire to rescind the Territorial Service Fee, as that term is defined in the Territorial Agreement, in accordance with the provisions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the CITY and the COUNTY hereby agree as follows:

SECTION 1. RECITALS INCORPORATED

All the recitals contained herein are true and correct, and are incorporated herein and made a part of this First Amendment by this reference.

SECTION 2. AMENDMENT TO SUBSECTION 3.2, NEW CUSTOMERS.

Subsection 3.2, New Customers, of the Territorial Agreement is amended with the deleted text shown by strikethrough and the inserted text shown with underlines as follows:

3.2 New Customers. The City shall not hereafter serve or offer to serve any customer (whether individual or on a project basis) located in the County’s Territorial Area, unless, on a temporary or permanent basis, the County requests the City in writing to do so; and the County shall not hereafter serve or offer to serve any customer (whether individual or on a project basis) located in the City’s Territorial Area, unless, on a temporary or permanent basis, the City requests the County in writing to do so. The City shall be responsible for collecting both the Utility Fees, as defined hereinafter, and the Territorial Service Fee within the City’s Territorial Area.

Resolution No. 2018-24 Amended Territorial Agreement with Orange County
SECTION 3. REPEAL OF SECTION 5, TERRITORIAL SERVICE FEE.
Section 5 and Exhibit “B” to the Territorial Agreement is hereby deleted in its entirety.

SECTION 4. AMENDMENT TO SUBSECTION 6.1, ASSESSMENTS/SETTING OF FEES.
Subsection 6.1, Assessments/Setting of Fees, of the Territorial Agreement is amended with the deleted text shown by strikethrough and the inserted text shown with underlines as follows:

6.1 Assessments/Setting of Fees. The City covenants to bill each of its customers in the City’s Territorial Area no less frequently than once each month, and shall include on its bill the utility tax permitted by Section 166.231, of Florida Statutes (1995) (or its successor statute), and to remit such revenue as is collected from such tax, along with the Territorial Service Fee, to the County on a monthly basis. Except as provided in Section 56, it is within the City’s power and discretion to set the amount of connection fees to the City’s water and wastewater system as well as the amount of charges for water, wastewater, and reclaimed water service (hereinafter “Utility Fees”). However, the City Agrees that it shall not impose any assessment, Utility Fees or taxes on customers within Orange County which the City would not impose on comparable customers within the City, without the consent of the County. The monthly service charge for utility service (whether water, wastewater, or reclaimed water), excluding the Utility Tax referred to in this subsection 6.1, shall not exceed an amount equal to a comparable monthly service charge paid by a customer residing within the City’s limits multiplied by a factor of no more than 1.25. Further, the City agrees that it shall not facilitate in any way the assertion of fees or taxes on Orange County customers by any local government (other than Orange County) without the express written consent of Orange County.

SECTION 5. NOTICE.
Notice to the County, as required under Section 10 of the Territorial Agreement shall be amended as follows:

COUNTY: Director of Utilities
Orange County Utilities
9150 Curry Ford Road
Orlando, FL 32825

With a copy to: County Administrator
Orange County Government
201 S. Rosalind Ave., 5th Floor
P.O. Box 1393
Orlando, FL 32802-1393

Resolution No. 2018-24 Amended Territorial Agreement with Orange County
Page 2 of 5
SECTION 6. AMENDMENT TO SECTION 14, TERMS OF AGREEMENT; TERMINATION.

The first paragraph of Section 14, Term of Agreement; Termination, of the Territorial Agreement is amended with the deleted text shown by strikethrough and the inserted text shown with underlines as follows:

This Agreement shall take effect as of the date first above written on November 20, 1996, and shall terminate on January 1, 2047. Upon termination, the City shall retain title to all water, wastewater, and reclaimed water facilities then owned by it in the City’s Territorial Area and may continue to provide water, wastewater, and reclaimed water service to all customers being served by the City as of the date of termination of this Agreement, without the duty to pay the Territorial Service Fee to the County or otherwise to comply with the requirements of this Agreement, except as otherwise provided in this Agreement. Further, the City may serve such additional customers in the City’s Territorial Area (or elsewhere in Orange County) as the County may thereafter approve from time to time in writing (which approval may be granted or denied at the County’s sole discretion), but may not expand its utility systems (whether within the City’s Territorial Area or elsewhere in Orange County) or otherwise agree to serve any additional customers in the City’s Territorial Area without the County’s written approval (which likewise may be granted or denied at the County’s sole discretion).

SECTION 7. AMENDMENT TO SECTION 23, CHALLENGES.

Section 23, Challenges, of the Territorial Agreement is amended with the deleted text shown by strikethrough and the inserted text shown with underlines as follows:

If this Agreement is challenged by any third party in any judicial or administrative proceeding (each party hereby covenanining not to initiate or pursue such challenge), the parties collectively and individually agree to defend its validity through final determination. The City however, shall not be obligated to defend any challenge to the Territorial Service Fee or the Utility Tax referenced in Sections 5 and Subsection 6.1 herein. In the event of any challenge to either the Utility Tax or the Territorial Service Fee, the City agrees to notify the County and the County shall have the right to defend and intervene as the real party in interest to any such challenge.

SECTION 8. EFFECTIVE DATE OF REPEAL OF TERRITORIAL SERVICE FEE; PRIOR TERRITORIAL SERVICE FEES.

The City shall cease assessing the Territorial Service Fee within 30 days of final execution of this First Amendment. The City shall collect and remit to the County all Territorial Service Fees that were assessed per the Territorial Agreement. Any prior Territorial Service Fees paid to the County will remain the property of the County, and shall not be refunded.
SECTION 9. AGREEMENT IN FULL FORCE.
The Parties agree and affirm that the Effective Date of the Territorial Agreement is November 20, 1996. Except as expressly modified herein, the Territorial Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the CITY and COUNTY have below caused this First Amendment to be executed in manner and form and by persons and/or officers thereunto duly authorized.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _______________________________
    Teresa Jacobs
    Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: __________________________________
    Deputy Clerk

Print: __________________________________

Date: __________________________________
EXHIBIT #1

Attest:  

Gwen Johns, City Clerk  

CITY OF MOUNT DORA, FLORIDA  

Nick Girone, Mayor  

Date: _______________________________  

Approved as to form and legality  
As to the City of Mount Dora only.  

____________________________  
City Attorney  
By: ________________________, Esq.
DATE: March 20, 2018

TO: Honorable Mayor and City Council

FROM: Robin R. Hayes, City Manager

RE: Resolution No. 2018-28 Agreement between City of Apopka and City of Mount Dora for Reclaimed Water Interconnect

**Introduction:**

This is a request for City Council to approve Resolution No. 2018-28, an agreement with the City of Apopka to receive up to one million gallons of reclaimed water per day in 2018, increasing to a maximum of three million gallons of reclaimed in 2020 and beyond. The water will be paid for at a rate of 60% of current lowest rate charged to Apopka customers. In addition, the agreement allows the City of Mount Dora permission to install an Interconnect with the City of Apopka.

**Discussion:**

Staff has been in discussions with the City of Apopka staff to connect the City of Apopka’s reclaimed water system to the City of Mount Dora’s reclaimed water system in order to meet Mount Dora’s increasing need for irrigation water now and into the future. Connection of the reclaimed systems will provide additional redundancy to the City’s system and also provide much needed water that will be lost as the permitted withdrawals from the Augmentation well at Wastewater Treatment Plant #2 are scheduled to be significantly reduced over the next several years, from one million gallons per day in 2016 to 205,000 gallons per day in 2022.

**Budget Impact:**

The City of Mount Dora’s direct costs associated with the execution of this agreement are limited to payment to the City of Apopka for any reclaimed water used “at a rate of sixty percent of the current lowest commercial rate charged to Apopka customers, as amended from time to time with rate increases approved by the Apopka City Council. It is further agreed that Apopka may, from time to time, receive reclaimed water from Mount Dora at no cost to Apopka.” Nevertheless, the City of Mount Dora will be responsible for the costs of constructing a 16-inch water line from the point of connection on Kelly Park Road at Golden Gem Drive to the Lake County line on Round Lake Road. The total estimated costs associated with this project are $1,500,000. It is anticipated that the St. Johns River Water Management District (SJRWMD) will provide funding in the amount of $550,000 for this project. The remaining $950,000 will be obtained through a State Revolving Fund (SRF) loan from the State of Florida or other appropriate financing option.
**Strategic Impact:** This Agreement helps meet the alternative water priorities as set by the State of Florida and our Consumptive Use Permit (CUP) with SJRWMD.

**Recommendation:** City Council to approve Resolution No. 2018-28.

**Attachment:**

1. Resolution number 2017-171

Prepared by: Mark Rudowske, Director of Public Works

Reviewed by: Gwen Johns, City Clerk 3-12-2018
   Robin R. Hayes, City Manager
   Thomas P. Klinker, Finance Director
RESOLUTION NO. 2017-171
A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE CITY OF APOPKA AND THE CITY OF MOUNT DORA FOR RECLAIMED WATER INTERCONNECT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR AUTHORITY TO THE MAYOR TO EXECUTE; PROVIDING FOR A SAVINGS PROVISION; AND PROVIDING FOR SCRIVENER’S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the City of Apopka and the City of Mount Dora are planning to connect the City of Mount Dora and the City of Apopka’s reclaimed water systems, and

WHEREAS, once the systems are connected, the City of Apopka agrees to sell the City of Mount Dora reclaimed water in the amount of up to one million gallons in the year 2018 increasing to up to three million gallons in 2020 and beyond, and

WHEREAS, the City of Apopka will charge the City of Mount Dora for the reclaimed water at a rate of 60% of the current lowest rate charged to Apopka Customers,

WHEREAS, the Agreement specifying those terms has been reviewed by the City of Apopka, and is scheduled to go before the Apopka’s City Council in December, 2017, and

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

SECTION 1. Legislative Findings and Intent. The City Council of the City of Mount Dora has complied with all requirements and procedures of Florida Law in processing this Resolution.

SECTION 2. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as she may deem necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 3. Mayor to Execute. The City Council of the City of Mount Dora hereby authorizes the Mayor to execute Agreement between the City of Apopka and the City of Mount Dora for the reclaimed water interconnect (Exhibit #1).

SECTION 4. Savings Provision. All prior actions of the City of Mount Dora pertaining to the City of Apopka as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.
SECTION 5. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall become effective the 5th of December, A.D., 2017.

PASSED AND ADOPTED this 5th day of December, A.D., 2017.

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

ATTEST:

______________________________
GWEN KEOUGH-JOHNS, MMC
CITY CLERK

For the use and reliance of City of Mount Dora only
Approved as to form and legal sufficiency

______________________________
City Attorney

By:____________________________

RESOLUTION NO. 2018-28

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING A RECLAIMED WATER INTERCONNECT AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND THE CITY OF APOPKA; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE MAYOR TO EXECUTE; PROVIDING FOR A SAVINGS PROVISION; AND PROVIDING FOR SCRIVENER’S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, The City of Apopka owns and operates a reclaimed water system (“Reclaimed System”), inclusive of reclaimed water storage; and

WHEREAS, The City of Mount Dora is desirous of installing a reclaimed water interconnect (“Interconnect”) with Apopka; and

WHEREAS, The Parties now wish to enter into an Interlocal agreement to establish their respective rights and obligations concerning the ownership, operation, maintenance, financing, expansion, and control of the Interconnect; and

WHEREAS, Apopka’s Reclaimed System produces water in excess of the needs of Apopka’s utility customers from time to time; and

WHEREAS, Mount Dora desires a supplemental source of reclaimed water; and

WHEREAS, The Agreement specifying those terms has been adopted by the City of Apopka before Apopka’s City Council on March 7, 2018; and.

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

SECTION 1. Legislative Findings and Intent. The City Council of the City of Mount Dora has complied with all requirements and procedures of Florida Law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 3. Mayor to Execute. The City Council of the City of Mount Dora hereby authorizes the Mayor to execute Agreement between the City of Apopka and the City of Mount Dora for the reclaimed water interconnect (Exhibit #1).
SECTION 4. Savings Provision. All prior actions of the City of Mount Dora pertaining to the City of Apopka, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 20th day of March, A.D., 2018

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

ATTEST:

______________________________
GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

________________________________________
William Colbert or Jennifer Cockcroft
City Attorney
EXHIBIT #1

CITY OF APOPKA AND CITY OF MOUNT DORA
RECLAIMED WATER INTERCONNECT AGREEMENT

This Agreement is made and entered into this ___ day of___, 2018 between the City of Apopka, a municipal corporation of the State of Florida (“Apopka”) and the City of Mount Dora, a municipal corporation of the State of Florida (“Mount Dora”) and hereafter to collectively be referred to as the “Parties.”

RECITALS

WHEREAS, Apopka owns and operates a reclaimed water system (“Reclaimed System”), inclusive of reclaimed water storage, and
WHEREAS, Mount Dora is desirous of installing a reclaimed water interconnect (“Interconnect”) with Apopka; and
WHEREAS, the Parties now wish to enter into an Interlocal agreement to establish their respective rights and obligations concerning the ownership, operation, maintenance, financing, expansion, and control of the Interconnect; and
WHEREAS, Apopka’s Reclaimed System produces water in excess of the needs of Apopka’s utility customers from time to time; and
WHEREAS, Mount Dora desires a supplemental source of reclaimed water; and
WHEREAS, Apopka shall retain the right to withhold water when it deems necessary for service to its utility customers; and
WHEREAS, this Interlocal Agreement is authorized pursuant to the provisions of Chapter 163 Florida Statutes, and other applicable law.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Recitals. The above Recitals are true and correct and are hereby incorporated into this Agreement.
SECTION 2. Definitions. The following terms shall have the meanings set forth below:
2.1 “Interconnect” means the proposed reclaimed water interconnect between Apopka and Mount Dora running along Round Lake Road on the Lake County side of the Lake / Orange County Line to Apopka’s existing reclaimed water main on Kelly Park Road, a distance of approximately 16,000 lineal feet.

2.2 “Joint Meter and Valve Assembly” means the jointly owned and operated meter and valve assembly to be located on Round Lake Road at the Lake / Orange County Line.

SECTION 3. Initial Responsibility. The City of Mount Dora shall have the legal and financial responsibility for all aspects of the initial construction of the Interconnect, including but not to be limited to meeting all financial, regulatory, environmental and land acquisition requirements; with the understanding that the City of Apopka will, as necessary, co-sign any permit applications required for construction or operation of the Interconnect.

SECTION 4. Service Limitations. The Parties acknowledge that Mount Dora will be limited to the remaining amount of reclaimed water available following Apopka’s service to its utility customers (“excess water”). The amount of excess water available for purchase shall be at the sole discretion of Apopka, evaluated continuously based upon anticipated and actual usage by its utility customers. The Parties shall assume that Mount Dora has elected to purchase all water available. Any election by Mount Dora to cease or resume excess water service must be made at least twelve (12) hours in advance. Mount Dora shall have the right to purchase up to 50% of each day’s excess water. No part of this Agreement shall be construed to require either Party to accept or purchase water from the other Party.

SECTION 5. Rates and Charges. The Parties agree that Mount Dora will pay Apopka on a monthly basis, due on the first of each month following commencement of operations, for all excess water it elects to receive at a rate of sixty percent of the current lowest commercial rate charged to Apopka customers, as amended from time to time with rate increases approved by the Apopka City Council. It is further agreed that Apopka may, from time to time, receive reclaimed water from Mount Dora at no cost to Apopka. The reclaimed water flows will be metered through two meters, based on flow direction, at the Joint Meter and Valve Assembly for billing and permit purposes.
5.1 The Parties agree to work jointly on the design of the Interconnect project to insure full compliance with the intent of the Agreement. As part of the design process, each Party shall designate a contact person for day-to-day operational communications. Should the Parties be unable to agree to a final design and construction plan for the Interconnect, either party may terminate this Agreement upon written notice to the other Party. Termination is the sole remedy available for breach under this Agreement prior to commencement of construction on the Interconnect.

5.2 The Parties understand that the Interconnect billing rates are subject to modification as approved by the Apopka City Council from time to time in accordance with Apopka City Code and Florida Statutes.

5.3 Neither Party shall be permitted to charge any other costs or fees such as impact and/or connection fees to the other.

5.4 Both Parties agree that the Interconnect and appurtenances, except the Joint Meter and Valve Assembly, shall be owned by Mount Dora unless superseded by a modification to this Agreement. The Joint Meter and Valve Assembly shall be jointly owned.

SECTION 6. Permits/Regulatory Matters. Mount Dora will obtain and retain permits issued by the St. Johns River Water Management District (“SJRWMD”) and the Florida Department of Environmental Protection (“DEP”) for the Interconnect. Mount Dora will file for a Minor Permit Modification to DEP at no cost to Apopka, on Apopka’s behalf, for the inclusion of this Interconnect into Apopka’s DEP Operating Permit.

SECTION 7. Administration and Management. The City Manager of Mount Dora shall have full authority for the overall management and administration of the initial construction of the Interconnect, with the powers to:

(a) Oversee permitting and construction of the Interconnect to insure proper completion consistent with the goals and objectives contained herein; and

(b) Select and hire appropriate consultants including, but not limited to, surveyors, engineers, legal counsel, or other experts or professionals to perform services on or for the construction.
SECTION 8. Interconnect Operations. Following completion of construction, Mount Dora will assume full responsibility for the maintenance and operation of the Interconnect and operations of the portion of the Interconnect that will send flow to Apopka, except where otherwise provided. Apopka will assume full responsibility for the operation of the electric actuated valve controlling the flow of reclaimed water to Mount Dora, which shall be controlled by Apopka. Mount Dora will install and maintain a booster pump station to provide adequate pressures to the Mount Dora distribution system until such time the Apopka West Reclaimed Water Plant has been constructed.  

8.1 Manager – The Manager shall be the City of Mount Dora Public Services Director who shall oversee the daily physical operations of the Interconnect.  

8.2 Water Quality. Apopka will deliver to Mount Dora, at the point of connection, reclaimed water of a quality consistent with the requirements for “public access area” treatment levels as described in Florida Administrative Code Chapter 62-610, and all other applicable regulations, as such regulations may be amended from time to time. Apopka shall provide Mount Dora, upon written request, any and all routine monitoring and testing of the reclaimed water delivered to Mount Dora, but only for those parameters required to meet applicable regulations. Mount Dora reserves the right to independently monitor the quality of the reclaimed water delivered to Mount Dora at its sole cost. Mount Dora agrees to notify Apopka immediately in the event tests indicate that the reclaimed water does not meet applicable standards. Suspension of the acceptance of reclaimed water to be delivered by Apopka under the terms of this agreement is the sole remedy for any failure by Apopka to deliver to Mount Dora reclaimed water of a quality consistent with the terms in this section.  

Mount Dora will deliver to Apopka, at the point of connection, reclaimed water of a quality consistent with the requirements for “public access area” treatment levels as described in Florida Administrative Code Chapter 62-610, and all other applicable regulations, as such regulations may be amended from time to time. Mount Dora shall provide Apopka, upon written request, any and all routine monitoring and testing of the reclaimed water delivered to Apopka, but only for those parameters required to meet applicable regulations. Apopka reserves the right to independently monitor the quality of the reclaimed water delivered to at its sole cost. Apopka agrees to notify Mount Dora immediately in the event tests indicate that the reclaimed water does not meet applicable standards. Suspension of the acceptance of reclaimed water to be delivered by Mount
Dora under the terms of this agreement is the sole remedy for any failure by Mount Dora to deliver to Apopka reclaimed water of a quality consistent with the terms in this section.

SECTION 9. Events of Default and Dispute Resolution.

9.1 Event of Default. The following shall constitute a default under the terms of this Agreement:
(a) Failure to provide a monetary payment that is due in a timely manner as required herein; provided that, at the election of the non-defaulting Party, this may be treated as abandonment of this Agreement.
(b) Failure by either party to timely execute any required regulatory permit, application or agreement.

9.2 Cure of a Default. In the event either Party determines that a default of this Agreement has occurred, then such Party shall provide written notice of said default and specify a demand for cure. The defaulting Party shall provide a written response within thirty (30) days and provide a plan for curing the default. Said cure must be completed within ninety (90) days from the date of written response. In the event a Party denies the existence of a default as provided or has not cured the default, such matter shall be resolved through the dispute resolution process.

9.3 Dispute Resolution Process. Following the commencement of construction, the Parties agree to resolve any deadlock or dispute related to the performance of this Agreement in the following manner.
(a) Any Party may initiate the dispute resolution process by providing written notice to the other Party. After transmittal and receipt of a notice specifying the area(s) of disagreement, the Parties or their representatives shall meet at reasonable times and places, as mutually agreed upon, to discuss the issues. If discussions between the Parties fail to meet or resolve the dispute within thirty (30) days of the notice described in this section, the Parties shall appoint a mutually acceptable neutral third-party to act as a mediator. The mediation contemplated by this section is intended to be a cost effective, informal and non-adversarial process, with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving and exploring settlement alternatives. The mediator's fees and costs in connection with any such dispute resolution shall be divided evenly between the Parties. Attorney's fees shall be borne by the respective Party incurring said fees.
(b) If the Parties are unable to reach a mediated settlement within sixty (60) days of the mediator's appointment, or if no mediator is appointed within sixty (60) days of when part (a) of this section would provide for such appointment, either Party may terminate the settlement discussions by written notice to the other Party. In such event, either party may initiate the dispute resolution process in Chapter 164 Florida Statutes. Any action initiated based upon a claimed default shall not terminate this Agreement and both Parties shall continue to operate under the terms of this Agreement.


10.1 Term. This Agreement shall be effective for a period of ten years (10) and shall have automatically renewing terms of five (5) years beginning with the date of execution, which shall renew upon expiration unless a Party provides written notice of intent to terminate the Agreement at least ninety (90) days prior to an automatic renewal. Otherwise, this Agreement may be terminated only upon mutual consent, upon unilateral termination pursuant to Section 5.1, or as a result of any final action pursuant to Florida Statutes Chapter 164 under the default procedures provided in Section 9.

10.2 Notices. Except as otherwise provided in this Agreement, any notice required or permitted to be given pursuant to the provisions of this Agreement shall be effective as of the date of receipt. The current addresses of the Parties are:

**City of Apopka**

**Mayor**

**120 E. Main Street**

**Apopka, Florida 32703**

**City of Mount Dora**

**City Manager**

**510 Baker Street**

**Mount Dora, Florida 32757**

This Agreement and the rights of the Parties shall be governed by, construed and enforced in accordance with the laws of the State of Florida, without regard to the conflict of laws rules thereof.

10.3 Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one Agreement binding on all parties hereto.

10.4 Severability. If any one or more of the provisions of this Agreement is held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining
covenants or provisions of this Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this Agreement; provided, however, that the public interest in the terms set forth herein is not substantially adversely impacted.

10.5 Inurement. Except as herein otherwise provided, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

10.6 Exhibits. Exhibits and Schedules, if any, referred to in this Agreement are incorporated by reference into this Agreement.

10.7 Amendments. Except as otherwise specifically provided for herein, any amendment of this Agreement must be in writing and approved by both Parties.

10.8 Exercise of Discretion. In the event that any matter herein requires, permits, or contemplates Consent of the Parties, such Party(s) may exercise such consent rights in its sole and absolute discretion without any fiduciary or other duty to any other person, except as may be limited by the law applicable to local government utilities.

10.9 Sovereign Immunity. Each party to this Agreement expressly retains all rights, benefits and immunities of sovereign immunity that they presently enjoy under the Constitution and statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or the limits of liability of either Party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature. Any liability of either Party for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise including but not limited to a claim sounding in tort, equity or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purposes of allowing any claim against any party which would otherwise be barred under the doctrine of Sovereign Immunity or by operation of law.

10.10 Public Records. The Parties acknowledge that all documents related to this Agreement or the Interconnect are subject to the provisions of Chapter 119, Florida Statutes. Such documents shall be available for inspection and copying upon request and/or payment of any reasonable expenses associated therewith.

10.11 Authority to Execute Agreement. The Parties agree and acknowledge that they have complied with the requirements of Florida Statutes Section 163.01 in exercising their home rule
powers in executing this Agreement. The Parties agree that this Agreement is valid, binding, and enforceable, and each Party warrants that it has the requisite power and authority to be bound by this Agreement. The Parties agree that they shall not challenge in any administrative or judicial forum the validity or enforceability of this Agreement.

10.12 Legal Venue. The venue for all lawsuits involving any dispute, controversy, or claim arising out of or in connection with this Agreement shall be brought in the Circuit Court of Orange County, Florida.

10.13. Amendments and Waivers. Except as provided herein, no amendment or modification of this Interlocal Agreement shall be binding upon the Parties unless evidenced in a writing signed by duly authorized officers of each Party. Any waiver on the part of any Party of any provision or condition of this Interlocal Agreement must be in a writing signed by the Party to be bound by such waiver.

10.14. Further Assurances. Each Party shall from time to time execute and deliver all documents and instruments as any other Party reasonably requires to effectively carry out, clarify or more completely express the intent and meaning of this Agreement. Except where this Agreement expressly provides for a different standard, if this Agreement provides for a determination, decision, consent or approval of a Party, the Party shall act in a commercially reasonable manner and without unreasonable delay.

10.15 Indemnity. Each party shall be responsible for indemnifying their own officials, employees and agents in the construction and operation of the Interconnect. Mount Dora shall indemnify and hold harmless Apopka for the claims against Apopka for property damage, bodily injury, and death caused by the acts, errors, or sole negligence of Mount Dora or Mount Dora’s officers or employees in connection with this Agreement. Apopka shall indemnify and hold harmless Mount Dora for the claims against Mount Dora for property damage, bodily injury, and death caused by the acts, errors, or sole negligence of Apopka or Apopka’s officers or employees in connection with this Agreement. The foregoing indemnification provided by the parties shall not constitute a waiver of sovereign immunity, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party’s negligent, willful or intentional acts or omissions. Each party’s indemnification shall be limited to $200,000 for a single claim and $300,000 for multiple claims arising out of the same incident, which limitations shall apply
whether the underlying action sounds in contract or tort. Additionally, nothing in this section shall limit the rights of any Party against any other Party for breach of this Agreement.

SECTION 11. Effective Date. The Parties shall file an executed copy of this Agreement with the Clerk of the Circuit Court for Orange County pursuant to Section 163.01, Florida Statutes at Mount Dora’s expense. This Agreement shall not be effective until executed by both parties.
THIS TECHNICAL MEMORANDUM OF AGREEMENT, made and entered into this ___ day of ____________, 2018, between the City of Apopka (Apopka), FLORIDA, a municipal subdivision of the State of Florida, and the City of Mount Dora (Mount Dora), FLORIDA, a municipal subdivision of the State of Florida and hereafter collectively referred to as the “Parties.”

WITNESSETH:

1. On ______________ the Parties entered into a written Reclaimed Water Interconnect Agreement for the supply of reclaimed water.

2. The Reclaimed Water Interconnect Agreement provides for the funding, construction, and management of the interconnect and restrictions upon its use.

3. This Technical Memorandum of Agreement sets forth specific terms, conditions, and restrictions for the supply of reclaimed water by the Parties.

4. The Parties acknowledge that Mount Dora will be limited to the remaining amount of reclaimed water available following Apopka’s service to its utility customers (“excess water”). The amount of excess water available for purchase shall be at the sole discretion of Apopka, evaluated continuously based upon anticipated and actual usage by its utility customers. It is anticipated the amount of excess water available will be a minimum of one million gallons per day, on an annual average daily basis. The Parties shall assume that Mount Dora has elected to purchase all water available. Any election by Mount Dora to cease or resume excess water service must be made at least twelve (12) hours in advance. Mount Dora shall have the right to purchase up to 50% of each day’s excess water. No part of this Agreement shall be construed to mandate either party to accept or purchase water from the other Party.

5. The Parties agree that Mount Dora will pay Apopka for all reclaimed water from Apopka at a rate of sixty percent of the current commercial rate charged to Apopka customers, as amended from time to time with rate increases approved by the Apopka City Council. The commercial rate for fiscal year 2018 is $1.61/1,000 gallons. The reclaimed water flows will be metered at the Interconnect Meter and Valve Assembly for billing and permit purposes.

6. Mount Dora will install a Sensus Advanced Metering Infrastructure (“AMI”) meter compatible with Apopka’s AMI system to record flows from Apopka to Mount
Dora for reporting and billing purposes. Mount Dora will perform an annual calibration check on the Sensus AMI meter and submit reports to Apopka. Additionally, Mount Dora will install a Supervisory Control and Data Acquisition (“SCADA”) Remote Terminal Unit (“RTU”) compatible with the Apopka SCADA system at no cost to Apopka for control of the electric valve feeding Mount Dora reclaimed water. Mount Dora will grant any permissions required for Apopka to remotely operate the electric valve from Apopka facilities.

7. Mount Dora will file a Minor Permit Modification to the Florida Department of Environmental Protection (“DEP”) at no cost to Apopka on Apopka’s behalf for the inclusion of this reclaimed water interconnect into Apopka’s DEP Operating Permit.

8. Mount Dora will assume full responsibility for the maintenance of the reclaimed water turnout. Apopka will assume full responsibility for the operation of the electric actuated valve controlling the flow of reclaimed water to Mount Dora. Mount Dora will install and maintain a booster pump station to provide adequate pressures to the Mount Dora distribution system until such time the Apopka West Reclaimed Water Plant has been constructed.

9. Apopka agrees to pay Mount Dora for all upsizing costs of the reclaimed water main piping, over and above 16-inches in diameter, within the Apopka Utility Service Area, to comply with Apopka’s Reclaimed Water Master Plan Hydraulic Model requirements.
IN WITNESS WHEREOF, the Parties hereto have duly executed this Technical Memorandum of Agreement to become effective as of the date and year first above written.

ATTEST:

CITY OF APOPKA, FLORIDA

By: ___________________________

LINDA F. GOFF, CITY CLERK

By: ___________________________

JOSEPH E. KILSHEIMER, MAYOR

CITY OF MOUNT DORA, FLORIDA

By: ___________________________

CITY CLERK

By: ___________________________

CITY MANAGER
DATE: March 20, 2018

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution No. 2018-29, Fire Department Community Risk Assessment and Standards of Cover

Introduction:
This is a request for City Council to approve Resolution No. 2018-29, the Mount Dora Fire Department Community Risk Assessment and Standards of Cover. A fire department’s Standards of Cover document is defined by the Commission on Fire Accreditation International as the “adopted written policies and procedures to determine the distribution, concentration and reliability of fixed and mobile response forces for fire, emergency medical services, and other technical types of responses.” It is the responsibility of the Fire Department to provide the community’s decision makers an educated calculation of the expected risk, what resources are available to respond to that risk, and what outcomes can be expected. This is an important step in the accreditation process that helps guide the Fire Department and provides greater transparency to the public we serve.

Discussion:
The Mount Dora Fire Department is committed to the philosophy of risk management that is embedded within the accreditation process. This Standards of Cover represents the commitment toward a comprehensive assessment of our community’s risks. The key elements of this Standards of Cover include: levels of service to be provided, analysis of current response capabilities by geographic area, and recommendations to maximize efficiency of all resources to obtain the best possible emergency response keeping consistent with community expectations. This Standards of Cover was prepared in conjunction with Fitch & Associates and is a requirement to become accredited.

Budget Impact:
Capital outlay can be addressed with a fire assessment fee. This provides relief to the general fund while also addressing the public safety needs of the City.

Strategic Impact:
- Economic Development Objective: Reduce property loss and property insurance rates in Mount Dora to encourage economic development.
- Infrastructure Objective: Provide better response times throughout Mount Dora.
Strategic Impact Continued:

- Fiscal Objective: Ensure that our budget is used to provide the greatest possible benefit to our community.
- Growth Management Objective: Ensure adequate services are provided and to handle the rapid growth that is imminent for Mount Dora as well as instituting a succession plan for the fire Department.

**Recommendation** City Council approve Resolution 2018-29.

Prepared by: Fire Chief Tim Griner 2-27-2018
Reviewed by: Public Safety Director John O’Grady
City Attorney Jennifer Cockcroft 3-12-18
Gwen Johns, City Clerk 3-12-18
Robin R. Hayes, City Manager
RESOLUTION NO. 2018-29

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, ADOPTING THE FIRE DEPARTMENT’S COMMUNITY RISK ASSESSMENT AND STANDARDS OF COVER; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; AND PROVIDING FOR SCRIVENER’S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the Community Risk Assessment and Standards of Cover is a requirement to become accredited by the Commission on Fire Accreditation International; and

WHEREAS, the Fire Department’s Community Risk Assessment and Standards of Cover is a self-assessment prepared in conjunction with Fitch & Associates after a review of our Fire Department’s call types, volume, work load, response times, staffing, training and performance (see Exhibit #1); and

WHEREAS, this document describes the standards by which we measure the services we provide to the citizens of the City of Mount Dora; and

WHEREAS, the Community Risk Assessment and Standards of Cover provides greater transparency to the public we serve; and

WHEREAS, adoption of the Fire Department’s Community Risk Assessment and Standards of Cover is in the public interest of the citizenry of the City of Mount Dora, Florida.

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

SECTION 1. Legislative Findings and Intent. The City Council of the City of Mount Dora has complied with all requirements and procedures of Florida Law in processing this Resolution. The above recitals are hereby adopted as the legislative intent of the City Council in adoption of this Resolution.

SECTION 2. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 3. Adoption of Standards Authorization: The City Council hereby adopts the Fire Department’s Community Risk Assessment and Standards of Cover.
SECTION 4. Savings Provision. All prior actions of the City of Mount Dora pertaining to the Fire Department’s Community Risk Assessment and Standards of Cover, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 20th, day of March, A.D., 2018.

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

ATTEST:

_____________________________________
GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

_____________________________________
William Colbert or Jennifer Cockcroft
City Attorney
EXHIBIT #1

January 2018

Community Risk Assessment and Standards of Response Coverage Study

Final Report

Mount Dora Fire Department
Mount Dora, Florida

Prepared by:

FITCH & ASSOCIATES, LLC
2901 Williamsburg Terrace #G • Platte City • Missouri • 64079
816.431.2600 • www.fitchassoc.com

CONSULTANT REPORT
COMMUNITY RISK ASSESSMENT AND STANDARDS OF COVER
MOUNT DORA FIRE DEPARTMENT – MOUNT DORA, FL

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EXECUTIVE SUMMARY

A fire department’s Standards of Cover document is defined by the Commission on Fire Accreditation International as the “adopted written policies and procedures that determine the distribution, concentration and reliability of fixed and mobile response forces for fire, emergency medical services, hazardous materials and other technical types of responses.” For City Council to have confidence that their fire department is meeting the needs of the community a complete assessment of the risks must be honestly undertaken. Only after the application of a proven and consistent risk assessment model is made can a fire department develop a Standards of Cover performance contract.

It is the responsibility of an agency to provide the community’s decision makers an educated calculation of the expected risk, what resources are available to respond to that risk, and what outcomes can be expected. All these factors play a role in providing the community’s emergency services. It is best that communities set response standards based on the identified risks within their jurisdictions. Fire departments that do not apply a valid risk assessment model to their community are not able to adequately educate their community leaders of their true needs. The application of a tested risk assessment model allows the fire department and City Council to make educated decisions on the level of emergency service they desire.

The Mount Dora fire department is committed to the philosophy of risk management that is embedded within the accreditation process. It is this process of risk assessment that is most crucial to the operation of the fire department. In addition, the process of performing continuous risk assessment of the community provides vital information for not only first responders, but for City management and residents as well. Important community policy decisions cannot be made without properly and thoroughly assessing the potential risk.

One tool used to conduct our Community Risk Assessment (CRA) was Emergency Reporting software. Within Emergency Reporting is the VISION Risk Assessment tool, a dynamic tool that allowed us to analyze and categorize risks present in the community, compare data to other departments nationwide, and generate the Occupancy Vulnerability Assessment Profile (OVAP) score for all commercial occupancies within Mount Dora. Historical data such as call volume and the location of calls, as well as other pertinent geographic information system (GIS) data was also used to help determine the best possible deployment model of fire department assets throughout the city. Armed with this information City leaders and residents are better informed and make more educated decisions on the level of emergency service they can anticipate.

This Standards of Cover represents that commitment to a comprehensive assessment of our community’s risks. The key elements of this Standards of Cover include: levels of service to be provided, analysis of current response capabilities by geographic area, and recommendations to maximize efficiency of all resources to obtain the best possible emergency response keeping consistent with community expectations. The Department evaluated the performance of the
first arriving unit (distribution) and the arrival of the effective response force (concentration). The effective response force is the minimum number of personnel, equipment, and apparatus needed to mitigate a given type incident, and its level of risk (low, moderate, high/special). Evaluating the effective response force however, poses a challenge in that with the exception of emergency medical services, there are too few incidents to perform meaningful statistical analysis or trending. Even so, the Department tracked all effective response force incidents for EMS, fire, hazardous materials, and technical rescue at all risk levels (low, moderate and high/special). Generally, the higher the risk level, the greater number of resources needed.

Additionally, all Fire Department Strategic Planning, is done in support of the five City goals established by Council: Economic Development, Infrastructure, Fiscal, Growth Management, and Public Safety. We exist as a fire department to make things better. By always learning we will be well trained, deliberate and proactive. We will provide outstanding service with outstanding outcomes, making our town a safer and better place to live, work and play. It is our intention that this Community Risk Analysis and Standards of Cover better enable us to do so.
DESCRIPTION OF COMMUNITY SERVED

Introduction

The Mount Dora Fire Department (MDFD) is a full-service fire agency providing fire suppression, emergency medical services (EMS), fire prevention, and specialized services for the community. As part of the EMS program, the agency provides full paramedic level first responder services while patients are transported to local hospitals by Lake EMS.

The City of Mount Dora is located in the central part of the state and is part of the greater Orlando-Kissimmee metropolitan area. The community, located within Lake County, has a population of 14,283 as of 2017. While retaining its small-town charm with numerous historic buildings and large canopy oak trees, Mount Dora is known for its variety of antique and specialty shops and numerous festivals and special events hosted throughout the year.

Lake County enjoys a diverse and continually growing population base that is currently over 323,000. Since 2000, Lake County has been the 6th fastest growing county in the State of Florida as the Orlando urban core continues to approach build-out. Current forecasts predict Lake County’s population to grow to over 425,000 by 2025 and over 520,000 by 2040. There are fourteen municipalities within Lake County accounting for approximately fifty percent of the County’s population. Mount Dora is currently the sixth largest municipality in Lake County.

The fire department operates two stations within its service area. Operating two engines, one tower truck, one attack unit, and two rescue bicycles. The department had an authorized strength of 21 line personnel with 7 assigned to each shift during the majority of this review. Therefore, elsewhere in this report the analysis aligns the demands for service with the staffing in place during that period. However as of January 1, 2018, as FITCH was completing this report, the agency increased its shift staffing to 24 line personnel with 8 assigned to each shift. Administrative command staff includes the fire chief, two deputy chiefs, fire inspector, and administrative assistant.

The Fire Chief serves as the Chief Executive Officer of the department and reports directly to the Public Safety Director, who in turn reports to a city manager that is appointed by the City Council.

Legal Basis

David M. Simpson settled the City in 1874. In 1880, it was named Royellou by the postmaster, Ross Tremain, after his children Roy, Ella, and Louis. In 1883, with the opening of the Alexander

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1 Mount Dora Comprehensive Plan, Table II-6.
2 businessinlakefl.com/communityprofile/Demographics
House, a two-story hotel with 10 rooms, the City was renamed Mount Dora to correspond to the adjoining lake and the fact that the City sits on a plateau of 184 feet above sea level and has the second highest elevation in Florida. On March 25, 1910, it was incorporated as a town and the town was incorporated as a city on April 23, 1953. The boundaries of the City of Mount Dora are established by the Laws of Florida, Ch. 29302, 1953, and have been amended over the years by annexation and contraction.

As a home rule city under the 1968 Florida Constitution, the city has governmental, corporate, and proprietary powers to conduct municipal government, perform municipal functions, render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law.

The City operates under a council manager form of government with four district representatives, two at-large representatives, and one mayor, who is elected at-large, and an appointed City Manager. In the capacity of administrative head of the City, the Manager supervises the performance of all full and part time municipal employees. The Mount Dora City Hall (510 N. Baker St., Mount Dora, Florida, 60432) houses the administrative offices of the City.

**History of the Agency**

After a significant fire in 1922 that burned the block of Donnelly Street from Fourth to Fifth Avenue including the town hall, town leaders came together and built the first fire station in 1923. The first known piece of fire apparatus was a manually pulled, two-wheeled hose cart that allowed the firefighters to bring more equipment to a fire scene. In 1926, the town purchased an American LaFrance triple pumper for the all-volunteer fire department that was utilized until it was sold to another volunteer fire department in 1953. The fire station maintained this original location until 1941 when a new firehouse was built on Fourth Avenue between Donnelly and Alexander. The fire department remained completely volunteer until 1965. In 1969 the fire station was moved to Third Avenue just to the East of Donnelly Street at which time four firefighters were on the payroll. The department transitioned to an all career staffed department in 1988. In 1993 the Fire Department and the Police Department moved into a shared complex at the corner of Lincoln and Donnelly streets where a fire station and the administrative offices currently reside. Ultimately, the Mount Dora Fire Department added a second fire station located at 4300 County Road 19A expanding its services to the community. The pending growth on the east side of the city that will be spurred by the opening of the Wekiva Parkway has influenced the discussion of adding an additional fire station to address growth from the Wolfbranch Innovation District and adjacent areas. Today the fire department responds to over 3,500 emergency calls for service each year while providing stand-by coverage at festivals and special events and non-emergency services such as fire prevention and public education, hurricane preparation, blood-pressure checks, and annual commercial and multi-family fire inspections.
Financial Basis

Overview

The City of Mount Dora’s accounting and budgeting systems are organized and operated on a fund basis. Funds are accounting entities used to record assets, liabilities, fund balances, revenues, and expenditures. The funds are grouped into six categories including General, Special Revenue, Debt Service, Capital Projects, Enterprise, and Internal Service. The General Fund serves as the principal operating fund for the city and accounts for 31.59% of the total budget. General Fund Revenues are mainly dependent upon the City’s property tax values that are currently generated through an established millage rate of 5.997 and represent funds that are available for general government functions including fire protection. The approved FY 2017 budget for the fire department totals $2,681,047 and has a total of 26 full-time employees. The workforce budget for the fire department is $1,583,249 which represents a 9.76% increase from the FY 2016 workforce budget. The increase is the addition of one Full Time Equivalent (FTE) to the budget that includes three new Lieutenant to begin addressing proper staffing and supervision at station 35. Beginning January 1, 2018, each shift will have eight firefighters assigned per shift with a minimum of six.

The City of Mount Dora utilizes a Fire Assessment Fund designated to fund equipment purchases for the Fire Department. The program is in its third year and is due to Sunset in September of 2018; however, the City is currently considering renewing the funding. Most recently the city signed into a three-year lease purchase to acquire two new fire trucks with the first payment of $341,000 made during FY 2017. The economic downturn of 2008 and 2009 required the city to become more effective and efficient and many agree yielded a better organization as a result of this difficult financial period of reorganization. It has also been discussed however that the opportunities to further cut costs without significantly impacting services no longer exists. The City of Mount Dora is poised for growth, which will come with the challenge of ensuring physical infrastructure is in place when the commercial and residential development takes place.

Each year the City of Mount Dora participates in a five-year Capital Improvement Program (CIP) that requires all department administrators to submit anticipated projects for the forthcoming five years. This provides the City Council the opportunity to review and prioritize each capital request citywide while considering potential funding sources. For the current five-year CIP the fire department has requested a total of $18,601,500. This includes $4,946,000 in FY 17-18, $5,914,500 in FY 18-19, and $7,741,000 in FY 19-20 respectively. The capital funding request in FY 17-18 is to replace fire station 35 at a new location. The current station is in a modular building and located on the city boundary on a ¼ mile dead end road. The capital request in FY 18-19 includes the addition of a third Mount Dora fire station including apparatus, equipment, and staffing due to the anticipated growth on the east side of Mount Dora created by the opening of the Wekiva Parkway within the Wolflbranch Innovation District. The current fire station 34 shares a building with the Mount Dora Police Department. The capital request in FY 19-20 include replacing station 34 in a new location that will separate the two public safety entities but continue to house the fire department administrative offices. In addition, the
department is requesting a rescue boat capable of firefighting and water rescue that can be moored in Lake Dora and a second smaller inflatable Zodiac style boat that can be hand launched to facilitate water rescues in smaller bodies of water in the immediate response areas.

**Expenditure Controls and Restrictions**

As outlined in the Mount Dora current budget document\(^4\), the City’s accounting and budgeting systems are organized and operated on a fund basis. Chapter 166.241 of the Florida Statutes requires all municipalities to establish a fiscal year beginning October 1 of each year and ending September 30 of the following year. Pursuant to Florida Statutes Chapter 166.201, municipalities may raise, by taxation and licenses authorized by the constitution, or user charges or fees authorized by local ordinance, amounts of money which are necessary for the conduct of municipal government and may enforce their receipt and collection in the manner prescribed by ordinance not inconsistent with law. The municipality may levy ad valorem taxes on real and tangible personal property not to exceed 10 mills. Appropriate officers as prescribed by general law shall perform the assessment and collection of municipal ad valorem taxes.

Under this system, the Annual Budget serves as the legal appropriation enactment on which property taxes can be levied and expenditures can be made. Each year, not later than July 31\(^{st}\), the City Manager prepares and presents to the City Council a Budget for the ensuing year and a recommended maximum millage rate. The Annual Budget is prepared at the direction of the City Manager and must be approved by the City Council, after two public hearings, prior to the fiscal year it covers. The first is a tentative budget hearing that will adopt a millage rate and budget for the City. The second hearing adopts the final budget and millage rate for the City. The two budget hearings are separate from regularly scheduled council meetings and must not conflict with the Lake County Board of County Commission and the Lake County School Board meetings. All meetings must be held after 5:00pm on Monday through Friday or anytime on Saturday. In accordance with Florida Statute 200.065, No hearings are permitted on Sunday.

Budgetary controls are set at the fund level allowing Budget Amendments within each fund to be made by the City Manager, when the amendment is under $25,000. Additionally the amendments must be revenue/expenditure neutral. Any increase in total expenditures within a fund must identify a new, specific revenue source, or reserves, and be approved by City Council. Any changes in the amounts designated as Reserves, Contingencies, or in total revenues in a fund required a Budget Amendment passed by the City Council. Any statutory requirements for Budget Amendments will be presented to City Council on at least a quarterly basis.

The Budget revenue estimates reflect no less than 95% of the anticipated receipts. The appropriations include sufficient itemized detail for authorization required by law. All

Contingencies for all budgeted funds are specifically identified. The Final Budgets for all funds submitted to City Council for adoption shall be balanced. A balanced budget is where there are sufficient revenues and all other resources including reserves equal all proposed expenditures, transfers, and future reserves.

In order to communicate and established what the City of Mount Dora considers adequate Reserves, the City Council had adopted targets for Reserves that will be maintained for the General and all Enterprise Funds.

Area Description

Geography

Mount Dora, FL is located approximately 35 miles northwest of Orlando and is located 28.81 latitude and -81.63 longitude. Mount Dora is located in Lake County and is part of the Orlando-Kissimmee-Sanford Metropolitan Statistical Area. It is situated at elevation 184 meters above sea level, the second highest elevation in Florida. According to the United States Census Bureau and the City’s Planning Department, the city has a total area of 11.39 square miles, with approximately 1.2 square miles of it being water. The completion of the Wekiva Parkway will bring Mount Dora more within reach of Central Florida’s network of highways and will connect the ultra-busy Interstate 4 with State Road 429 linking the eastern and western toll routes around Orlando in 2021.

Topography

Mount Dora, like much of Central and North Florida away from the coastline, features rolling hills with elevations ranging from 100 to 250 feet above sea level. Much of Florida, especially areas closer to the coastline and south of the Orlando Metropolitan region has elevations of less than 12 feet above sea level. The highest point in peninsular Florida is known as Sugarloaf Mountain, which is 312 feet above sea level and located in Lake County outside the city of Mount Dora near Clermont.

Climate

Mount Dora, Florida, gets 51 inches of rain per year. The US average is 39. The City has no record of accumulative annual snowfall and averages 0 inches per year. The average US city gets 26 inches of snow per year. The number of days with any measurable precipitation is 77. Averaging 231 sunny days per year, Mount Dora’s average temperature ranges from 92 degrees in July and lows of 46 degrees in January.

Notwithstanding the above, the area is still prone to natural disasters including hurricanes, tornados, and severe thunderstorms.

Mount Dora is vulnerable to a variety of natural, technological, and human-caused hazards, which threaten the health and wellbeing of the community, affect economic health, and pose harm to the environment. Lake County Emergency Management collaborated with interested parties to establish the Lake County Local Mitigation Strategy Working Group (LMS Working Group). The LMS Working Group is a multi-jurisdictional approach to mitigation planning designed to identify the hazards threatening Lake County in order to estimate risk, impacts, and potential consequences relating to public, responder safety, continuity of operations, continuity of government, property, facilities, infrastructure, environment, economic issues, and public confidence in the community. In addition, the Lake County Comprehensive Emergency Management Plan (CEMP) required by Chapter 252 of the Florida Statutes establishes the framework to ensure all of Lake County and its municipalities will be adequately prepared to deal with all threatening hazards. The CEMP addresses the four phases of emergency management to include preparedness, response, recovery, and mitigation. For purposes of evaluating various risks within the City of Mount Dora, Lake County’s hazard mitigation planning efforts were employed. The methodology to assess risk within the community was intended to reduce inconsistency and promote a rational basis for defining risk among disparate hazards. Four criteria were used in this process, and include:

- History - past record of occurrences for a specific hazard
- Vulnerability - assesses citizens that might be killed, injured or contaminated. Also, the likelihood the property might be destroyed, damaged due to the occurrences of a specific hazard.
- Maximum Threat - considers the impact from a "worst case" scenario for a specific hazard.
- Probability – based on historical information and determines the likelihood of a specific hazard occurring within a given period of time.
  - 0 = none: No previous occurrence and considered no threat
  - 1 = low: Some potential every 16 years or more
  - 2 = moderate: Potential occurrence every 3 to 15 years
  - 3 = High: Potential to exist every 1 to 2 years

For each major area of risk, the overall hazard rating and score is provided. Table 1 below highlights specific hazards and breaks them into one of three categories: natural hazards, technological hazards, and societal hazards.

---

Table 1: Summary Probabilities for Natural Hazards

<table>
<thead>
<tr>
<th>Hazard</th>
<th>Probability</th>
<th>Severity of Consequences</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thunderstorm Lightning/Wind</td>
<td>High</td>
<td>Moderate to High</td>
</tr>
<tr>
<td>Drought</td>
<td>Moderate</td>
<td>Minor to Moderate</td>
</tr>
<tr>
<td>Flooding</td>
<td>Moderate</td>
<td>Minor to Moderate</td>
</tr>
<tr>
<td>Hail</td>
<td>Moderate</td>
<td>Minor</td>
</tr>
<tr>
<td>Excessive Heat</td>
<td>Moderate</td>
<td>Minor</td>
</tr>
<tr>
<td>Tropical Cyclone Events</td>
<td>Moderate</td>
<td>Minor to High</td>
</tr>
<tr>
<td>Sinkholes</td>
<td>Moderate</td>
<td>Minor</td>
</tr>
<tr>
<td>Tornadoes</td>
<td>Moderate</td>
<td>Minor to High</td>
</tr>
<tr>
<td>Wildfire</td>
<td>Moderate</td>
<td>Minor to High</td>
</tr>
<tr>
<td>Winter Storm Freeze</td>
<td>Moderate</td>
<td>Minor to Moderate</td>
</tr>
<tr>
<td>Erosion</td>
<td>Low</td>
<td>Minor</td>
</tr>
<tr>
<td>Dam/Levee Failure</td>
<td>Low</td>
<td>Minor to Moderate</td>
</tr>
</tbody>
</table>

Natural risks located in the South, Mount Dora is especially susceptible to severe thunderstorms and excessive heat and humidity. In addition, Hurricanes and tropical storms have long affected Florida because of its geographical location as a narrow peninsula between two warm bodies of water. The greatest threats to Mount Dora posed by a hurricane are wind damage and inland flooding. Mount Dora is fortunate to be an inland community, thus not susceptible to storm surge from ocean waters that coastal communities often have to face with hurricanes. Each of these natural risks is likely to cause a significant increase in demand on the fire department. In particular, these risks mostly would manifest themselves in disperse geographic areas, thereby stretching normal staffing and resources beyond their existing capacity.

**Technological Risks**

A technological hazard is a direct result of the failure of a manmade system or the exposure of the population to a hazardous material. Specific technological hazards can adversely impact a large segment of the population and interfere with critical government, law enforcement, public works and public health and medical functions. The primary hazards associated with these types of hazards include hazardous materials spill, mass communication failure, major power disruption, critical infrastructure failure and release of a radioactive isotope into the environment.
A summary of the potential technological risks including the level of vulnerability, probability, and severity of consequences is referenced in Table 2.

**Table 2: Technological Risk Hazard Summary**

<table>
<thead>
<tr>
<th>Hazard</th>
<th>Probability</th>
<th>Severity of Consequences</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface Transportation Spills</td>
<td>Low-Moderate</td>
<td>Minor to Moderate</td>
</tr>
<tr>
<td>Hazardous Materials Release: Fixed Site</td>
<td>Low</td>
<td>Moderate to High</td>
</tr>
<tr>
<td>Natural Gas Pipelines</td>
<td>Low</td>
<td>Moderate to High</td>
</tr>
<tr>
<td>Non-Commercial Hazardous Materials</td>
<td>Low</td>
<td>Moderate</td>
</tr>
<tr>
<td>Nuclear Power Plants</td>
<td>Low</td>
<td>Moderate to High</td>
</tr>
<tr>
<td>Aircraft Emergency</td>
<td>Low-Moderate</td>
<td>Minor-Moderate</td>
</tr>
</tbody>
</table>

**Societal Risks**

From a societal risk perspective, the probability of all potential hazards remains relatively low. While there have been no specific threats made on critical infrastructure within the area, Mount Dora’s close vicinity to Orange County and the popular tourist destinations located within, Lake County could be considered a host-county in the event a major catastrophic terrorist event should occur. Mount Dora regularly host festivals and special events, numbering approximately 36 per year with 3 events each attracting 250,000 to 400,000 visitors. The agency reduces the potential of a consequential impact to the community by proper pre-planning and creating Incident Action Plans to coordinate all stakeholders that have a responsibility for the event.

A summary of the potential societal risks including the level of vulnerability, probability, and severity of consequences is referenced in Table 3 below.

**Table 3: Societal Risk Hazard Summary**

<table>
<thead>
<tr>
<th>Hazard</th>
<th>Probability</th>
<th>Severity of Consequences</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terrorist Attack</td>
<td>Low</td>
<td>Minor to Moderate</td>
</tr>
<tr>
<td>Special Events</td>
<td>Low</td>
<td>Minor to Major</td>
</tr>
<tr>
<td>Public Health/Biological</td>
<td>Low</td>
<td>Minor to Moderate</td>
</tr>
<tr>
<td>Civil Disturbance</td>
<td>Low</td>
<td>Minor</td>
</tr>
</tbody>
</table>
Population and Demographic Features

With 13,818 people, Mount Dora is the 6th most populated city in Lake County out of 14 cities. July 1, 2015 estimates Mount Dora racial/ethnic groups are White (69.5%) followed by Black (15.6%) and Hispanic (11.7%). In 2015, the median household income of Mount Dora residents was $47,813. The median age for Mount Dora residents is 48.8 years old, with persons under 18 representing 18.6% of the population and seniors over 65 representing 26.8%.

Table 4: US Census Data for Mount Dora and State of Florida

<table>
<thead>
<tr>
<th>U.S. Census Bureau Quick Facts</th>
<th>Mount Dora</th>
<th>Florida</th>
</tr>
</thead>
<tbody>
<tr>
<td>Population</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Population estimates, July 1, 2016, (V2016)</td>
<td>13,818</td>
<td>20,612,439</td>
</tr>
<tr>
<td>Population estimates base, April 1, 2010, (V2016)</td>
<td>12,154</td>
<td>18,804,592</td>
</tr>
<tr>
<td>Population, percent change - April 1, 2010 (estimates base) to July 1, 2016, (V2016)</td>
<td>13.7%</td>
<td>9.6%</td>
</tr>
<tr>
<td>Population, Census, April 1, 2010</td>
<td>12,370</td>
<td>18,801,310</td>
</tr>
<tr>
<td>Age and Sex</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Persons under 5 years, percent, April 1, 2010</td>
<td>5.6%</td>
<td>5.7%</td>
</tr>
<tr>
<td>Persons under 18 years, percent, April 1, 2010</td>
<td>18.6%</td>
<td>21.3%</td>
</tr>
<tr>
<td>Persons 65 years and over, percent, April 1, 2010</td>
<td>26.8%</td>
<td>17.3%</td>
</tr>
<tr>
<td>Female persons, percent, April 1, 2010</td>
<td>53.9%</td>
<td>51.1%</td>
</tr>
<tr>
<td>Race and Hispanic Origin</td>
<td></td>
<td></td>
</tr>
<tr>
<td>White alone, percent, April 1, 2010 (a)</td>
<td>77.5%</td>
<td>75.0%</td>
</tr>
<tr>
<td>Black or African American alone, percent, April 1, 2010 (a)</td>
<td>15.6%</td>
<td>16.0%</td>
</tr>
<tr>
<td>American Indian and Alaska Native alone, percent, April 1, 2010 (a)</td>
<td>0.4%</td>
<td>0.4%</td>
</tr>
<tr>
<td>Asian alone, percent, April 1, 2010 (a)</td>
<td>1.8%</td>
<td>2.4%</td>
</tr>
<tr>
<td>Native Hawaiian and Other Pacific Islander alone, percent, April 1, 2010 (a)</td>
<td>0.1%</td>
<td>0.1%</td>
</tr>
<tr>
<td>Two or More Races, percent, April 1, 2010</td>
<td>1.8%</td>
<td>2.5%</td>
</tr>
<tr>
<td>Hispanic or Latino, percent, April 1, 2010 (b)</td>
<td>17.3%</td>
<td>22.5%</td>
</tr>
<tr>
<td>White alone, not Hispanic or Latino, percent, April 1, 2010</td>
<td>69.5%</td>
<td>57.9%</td>
</tr>
<tr>
<td>Housing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing units, April 1, 2010</td>
<td>6,942</td>
<td>8,989,580</td>
</tr>
<tr>
<td>Owner-occupied housing unit rate, 2011-2015</td>
<td>52.3%</td>
<td>65.3%</td>
</tr>
<tr>
<td>Median value of owner-occupied housing units, 2011-2015</td>
<td>$191,000</td>
<td>$159,000</td>
</tr>
<tr>
<td>Median selected monthly owner costs - with a mortgage, 2011-2015</td>
<td>$1,253</td>
<td>$1,435</td>
</tr>
<tr>
<td>Median selected monthly owner costs - without a mortgage, 2011-2015</td>
<td>$572</td>
<td>$463</td>
</tr>
<tr>
<td>Median gross rent, 2011-2015</td>
<td>$910</td>
<td>$1,002</td>
</tr>
<tr>
<td>Families and Living Arrangements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Households, 2011-2015</td>
<td>5,747</td>
<td>7,300,494</td>
</tr>
<tr>
<td>Persons per household, 2011-2015</td>
<td>2.19</td>
<td>2.63</td>
</tr>
<tr>
<td>Living in same house 1 year ago, percent of persons age 1 year+, 2011-2015</td>
<td>89.1%</td>
<td>83.8%</td>
</tr>
<tr>
<td>Language other than English spoken at home, percent of persons age 5 years+, 2011-2015</td>
<td>14.2%</td>
<td>28.1%</td>
</tr>
<tr>
<td>Education</td>
<td></td>
<td></td>
</tr>
<tr>
<td>High school graduate or higher, percent of persons age 25 years+, 2010-2014</td>
<td>87.5%</td>
<td>86.9%</td>
</tr>
<tr>
<td>Bachelor’s degree or higher, percent of persons age 25 years+, 2011-2015</td>
<td>31.0%</td>
<td>27.3%</td>
</tr>
</tbody>
</table>

### U.S. Census Bureau Quick Facts

<table>
<thead>
<tr>
<th></th>
<th>Mount Dora</th>
<th>Florida</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Health</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>With a disability, under age 65 years, percent, 2011-2015</td>
<td>8.1%</td>
<td>8.5%</td>
</tr>
<tr>
<td>Persons without health insurance, under age 65 years, percent</td>
<td>16.7%</td>
<td>16.2%</td>
</tr>
<tr>
<td><strong>Income and Poverty</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Median household income (in 2015 dollars), 2011-2015</td>
<td>$47,813</td>
<td>$47,507</td>
</tr>
<tr>
<td>Per capita income in past 12 months (in 2015 dollars), 2011-2015</td>
<td>$29,604</td>
<td>$26,829</td>
</tr>
<tr>
<td>Persons in poverty, percent</td>
<td>12.9%</td>
<td>15.7%</td>
</tr>
<tr>
<td><strong>Geography</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Population per square mile, 2010</td>
<td>1,542</td>
<td>350.6</td>
</tr>
<tr>
<td>Land area in square miles, 2010</td>
<td>8.02</td>
<td>53,624.76</td>
</tr>
</tbody>
</table>

### Projected Growth

In March 2016, the Census Bureau statistics showed the Orlando Metropolitan area to be the fastest-growing region of the 30 largest metro areas in the United States. The growth to the Orlando area continues to impact the current and projected growth of urban communities in the region such as Mount Dora. According to the Central Florida Expressway Authority (CFX) in its 2040 Master Plan, Lake County is well positioned to handle a significant portion of the future growth projected for Central Florida and its population is projected to increase by 56 percent to over half a million residents. The rate of growth and overall population is expected to expedite relatively quickly once the Wekiva Parkway opens up. Historically, the US Census estimated a total population growth from April 1, 2010 to July 1, 2016 of 13.7%.9

However, in the near future, the population change is increasing with the greatest increases in the areas towards the western side of the city near Station 35. There is little to no reductions in population projected. There was only one census block that had a negative growth projection and that was the “pink” area east of Station 35. Overall, it appears the growth will be stable and predictive.

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9 Ibid.
Figure 1: Annual Population Change 2016-2021
SERVICES PROVIDED

Service Delivery Programs

Fire Suppression

The department provides high quality fire suppression services within the jurisdiction as well as response to requests for service from adjacent municipalities and areas in Lake County. Fire suppression services are provided from two fixed facility fire stations located within the community. Mount Dora has automatic-aid and closest unit dispatching agreements with Eustis, Tavares, and Lake County Fire Rescue. These agreements provide for automatic and closest unit dispatch and response for all calls within the agreement areas. Additionally, agreements are in place with Lake and Orange Counties for Mutual Aid response should all local resources become exhausted. All Department members are trained and certified at the Firefighter II level in which nine members are dual certified Emergency Medical Technicians (EMT’s) and twelve are dual certified Paramedics. In addition, all members are required to complete IS-100, 200, 700, and 800 within their first six months of employment.

In total, the Department operates the following response units: (budgeted for staffing of 8 per day as of January 1, 2018).

- 2 fire engine companies
  - Staffing of 1 officer, 1 apparatus operator, 1 firefighter
- 1 Quint with 70’ Ladder
  - Cross Staffed with personnel from Station #34
- 1 Attack unit
  - Cross Staffed with personnel from Station #34

Rescue

The department operates in conjunction with Lake County Fire Department Technical Rescue Team, which is capable of providing advanced rescue capabilities such as high-angle rescue, below-grade and confined space rescue, and trench rescue. Responses for water rescue incidents are supplemented from either Tavares, Eustis, or Lake County Sheriff.

Emergency Medical Services

The department provides emergency Advanced Life Support (ALS) first responder services with patient transport provided by Lake EMS. All Mount Dora Fire Department paramedics fall under the direction of the Lake EMS Medical Director. This is accomplished with paramedic level fire engines located at each fire station staffed with at least one of the departments 12 certified paramedics. Emergency Medical Services are responsible for over seventy five percent of the department’s request for service each year.
**Hazardous Materials**

The Mount Dora Fire Department does not operate a Hazardous Materials (HazMat) response team and is equipped with only the most basic equipment for hazardous material response, including the Hazmat I.Q. system for first responders and a single 4-gas detection monitor. When a HazMat incident is beyond the capabilities of the Mount Dora Fire Department, firefighters are trained and instructed to isolate, deny entry, and evacuate scenes where hazardous materials are involved. Lake County Fire Rescue and Orange County Fire Rescue have Hazardous Materials Teams and provide mutual aid assistance to Mount Dora when requested.

**Current Deployment Strategy**

**Fire Stations**

The Mount Dora Fire Department utilizes two (2) fixed fire station facilities to effect fire suppression, rescue, Hazmat first response, and EMS ALS first response. The following provides an overview of fire stations, apparatus, minimum staffing levels and response zone composition for the Mount Dora Fire Department.

![Figure 2: Station #34 and Administrative Headquarters](image)

Address: 1300 N. Donnelly St. Mount Dora, FL 32757
Apparatus & Staffing: 1 Engine (3); 1 Quint (Cross Staffed); 1 Attack vehicle (Cross Staffed);
Response Zone Composition: Residential & Commercial
As indicated in the figure below, Mount Dora has a clearly established jurisdictional boundary that identifies the service area. Lake EMS serves as the Public Safety Answering Point (PSAP) for the Mount Dora Fire Department and dispatches the closest most appropriate units from the two fixed fire stations utilizing Computer Aided Dispatch (CAD). The department will need to clearly define the Fire Demand Zones (FDZ) for stations 34 & 35, within the CAD, to better evaluate and measure performance. Currently, first due performance and reliability is measured based on whether or not Mount Dora Fire Department responds to a call within the jurisdiction. Establishing the FDZ for each station area within the CAD system will allow the organization to measure performance or first arriving units including reliability and call concurrency within each of the established demand zones. The establishment of the geographic boundaries of the station FDZ will allow the organization to also evaluate associated risk associated with each of the station response areas to ensure to proper concentration and distribution of agency resources.
Current Staffing Strategy

Organizational Structure

The Mount Dora fire department operates from two fire stations as noted above. The following organizational chart illustrates the general structure of the department. The Department’s organizational structure reflects a fairly typical, paramilitary organization. The Executive Team is comprised of three senior uniformed officers, The Fire Chief and the two Deputy Fire Chiefs. The department receives administrative support from one Administrative Coordinator and one Administrative Support/Project Manager. The department also has one Fire Inspector responsible for fire prevention and inspections. The department recognizes the importance of adequate staffing to ensure proper safety of employees and effective delivery of service. There are 7 personnel assigned to each shift working a three-battalion pattern of 24 hours on-duty followed by 48 hours off-duty. A basic 24/48-work schedule equates to an average 56-hour workweek. The total annual hours per Full Time Equivalent (FTE) are 2,912. The minimum staffing shall consist of one Lieutenant per engine, one Driver per unit, and at least once crew member will be a paramedic on each ALS unit. The paramedic is not an exclusive role on any apparatus and a member of any rank may be assigned dual responsibilities as a Firefighter/Paramedic, Driver/Paramedic, or Lieutenant/Paramedic. In the absence of the Lieutenant, members may work out of classification as a Relief Officer in accordance with the
parameters set forth in the department's current Collective Bargaining Agreement (CBA). There is no on-duty battalion chief.

Figure 5: Mount Dora Fire Department Organizational Chart
Administration, Emergency Services and Support Staff

The administration, emergency services, and support staff have delineated responsibilities to ensure the efficient operation of the fire department. The Fire Chief is responsible for the department’s administrative functions including the annual budget, policy formulation, inter-local agreements with outside agencies, employee discipline, and Chief Officer emergency response when necessary, and reports to a Public Safety Director. Two Deputy Chiefs share the remaining operational and administration functions with one Deputy Chief assigned to Operations and a second Deputy Chief is assigned to Administration.

The department’s Fire Inspector is tasked with performing all occupational license and annual inspections of commercial structures as well as fire prevention and public education duties. The Administrative Assistant supports the data management of all computer programs operating within the department and maintains the responsibility for all record keeping in accordance with Florida State law. Emergency services are led by shift Lieutenants who provide routine command at the company officer level and supervise daily shift personnel. In addition, the shift Lieutenants perform assigned departmental projects and serve on committees as directed by the Fire Chief. The Drivers assigned to each shift and station are responsible for all apparatus operations including driving and pump operations at fire scenes. They are tasked with maintaining knowledge of all city streets and fire protection equipment and connections found on commercial buildings within the city. All firefighters are responsible for providing skilled and technical delivery of all emergency and non-emergency requests for service.
COMMUNITY RESPONSE HISTORY

Methodology

In this report, we primarily focused our analysis on the 2015 fiscal year from October 2014 through September 2015. The majority of the report focuses on emergency calls with at least one Mount Dora Fire Department unit responding.

In this report, we utilized two distinct measures of call volume and workload. First, is the number of requests for service that are defined as either “dispatches” or “calls”. Dispatches/calls are the number of times a distinct incident was created involving Mount Dora Fire Department units or Calls. Conversely, “responses” are the number of times that an individual unit (or units) responded to a call. Responses will be utilized on all Unit and Station level analyses, which account for all elements of workload and performance. Calls have been categorized as EMS, Fire, Hazmat, Rescue, and Mutual aid, respectively. Mutual aids are requests outside Lake County.

Overview of Community Response Performance

In the past three years, the total number of calls on an annual basis has varied slightly from a low of 3,425 in 2013 to a high of 3,671 in 2014. In the year of 2015, Mount Dora Fire Department responded to a total of 3,565 requests for service, or incidents. EMS service requests totaled 2,684, accounting for 75.3% of the total number of incidents. The number of fire related calls were 835, which accounted for 23.4% of the dispatched incidents. Rescue and Hazardous Materials calls totaled 46, which accounted for 1.3% of the total incidents. There was no request for mutual aid during 2015.

The number of individual unit responses will be more reflective of total department workload since 27.4% of the calls resulted in multiple Mount Dora units responding. As summarized in Table 8, all units in Mount Dora Fire Department combined made 4,772 responses, and were busy on calls 1,459 hours. On average, each response lasted 18.3 minutes from dispatched to clear.
Table 5: Number of Incidents Dispatched by Category 2013-2015

<table>
<thead>
<tr>
<th>Call Category</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMS</td>
<td>2,593</td>
<td>2,693</td>
<td>2,684</td>
</tr>
<tr>
<td>Fire</td>
<td>782</td>
<td>935</td>
<td>835</td>
</tr>
<tr>
<td>Rescue</td>
<td>6</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>Hazmat</td>
<td>44</td>
<td>35</td>
<td>40</td>
</tr>
<tr>
<td>Mutual aid</td>
<td>0</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>3,425</td>
<td>3,671</td>
<td>3,565</td>
</tr>
<tr>
<td><strong>Calls per Day</strong></td>
<td>9.4</td>
<td>10.1</td>
<td>9.8</td>
</tr>
<tr>
<td><strong>YoY % Change</strong></td>
<td>NA</td>
<td>7.2%</td>
<td>-2.9%</td>
</tr>
</tbody>
</table>

Table 6: Number of Incidents Dispatched by Category in 2015

<table>
<thead>
<tr>
<th>Call Category</th>
<th>Number of Calls</th>
<th>Calls per Day</th>
<th>Call Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMS</td>
<td>2,684</td>
<td>7.4</td>
<td>75.3</td>
</tr>
<tr>
<td>Fire</td>
<td>835</td>
<td>2.3</td>
<td>23.4</td>
</tr>
<tr>
<td>Rescue</td>
<td>6</td>
<td>0.0</td>
<td>0.2</td>
</tr>
<tr>
<td>Hazmat</td>
<td>40</td>
<td>0.1</td>
<td>1.1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>3,565</td>
<td>9.8</td>
<td>100.0</td>
</tr>
</tbody>
</table>

Figure 6: Percentage of Total Incidents Dispatched by Program in 2015
Table 7: Number of Calls, Number of Responses, and total Busy Time by Program in 2015

<table>
<thead>
<tr>
<th>Call Category</th>
<th>Number of Calls</th>
<th>Number of Responses</th>
<th>Average Responses per Call</th>
<th>Total Busy Hours</th>
<th>Average Busy Minutes per Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMS</td>
<td>2,684</td>
<td>3,405</td>
<td>1.3</td>
<td>975</td>
<td>17.2</td>
</tr>
<tr>
<td>Fire</td>
<td>835</td>
<td>1,301</td>
<td>1.6</td>
<td>452</td>
<td>20.9</td>
</tr>
<tr>
<td>Rescue</td>
<td>6</td>
<td>13</td>
<td>2.2</td>
<td>7</td>
<td>34.2</td>
</tr>
<tr>
<td>Hazmat</td>
<td>40</td>
<td>53</td>
<td>1.3</td>
<td>24</td>
<td>27.3</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>3,565</strong></td>
<td><strong>4,772</strong></td>
<td><strong>1.3</strong></td>
<td><strong>1,459</strong></td>
<td><strong>18.3</strong></td>
</tr>
</tbody>
</table>

Temporal analyses were conducted to evaluate patterns in community demands. These measures examined the frequency of requests for service by month, day of week, and hour of day.

Overall, average requests per month ranged from a low of 8.6 per day in June to a high of 11.0 per day in November. The top four months with the most demands in descending order are: November (11.0 per day), May (10.9 per day), and February and August (10.0 per day).

**Figure 7: Overall Average Calls per Day by Month**

Similar analyses were conducted for requests by day of week. The data revealed that there is minor variability in the demand for services by day of week. Sunday and Monday have the lowest demand at 9.2 and 9.1 calls per day respectively. Friday has the highest frequency of requests for services at 10.3 calls per day.
Overall demands were evaluated by the hour of the day. Considerable variability exists in the time of day that requests for emergency services are received. The middle of the day has the greatest frequency of calls, specifically the hours that begin at 1000 and 1100 averaging above 0.67 calls per day and per hour. The average number of calls per hour is 0.41. The data illustrates that the busiest times of the day are between 1000 and 1900. The hour with the peak demand is at 1000.

To provide a more granular understanding of the community’s demand for emergency services, this temporal analysis included the average number of calls per hour. In other words, when referring to the figure below, the busiest hour is at 1000 with 249 calls during that hour. The average number of calls per hour is a daily average for those 249 calls if they were equally distributed. Therefore, the busiest hour per day would be at 1000 with an average hourly call volume at 0.68 calls per day.
Overall, Mount Dora units made 4,772 unit responses, and the total busy time was 1,459 hours. Station 34 staffs one engine, and cross-staffs one 70’ tower truck. Station 35 staffs one engine. The station level demand is more reflective for deployment decisions. The unit level workload will help evaluate the utilizations of physical apparatus, and help apparatus procurement or maintenance decisions.

Table 8: Overall Workload by Unit

<table>
<thead>
<tr>
<th>Unit</th>
<th>Number of Unit Responses</th>
<th>Unit Responses per Day</th>
<th>Total Busy Hours</th>
<th>Average Busy Minutes per Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>RESCUE 34</td>
<td>2,067</td>
<td>5.7</td>
<td>687</td>
<td>19.9</td>
</tr>
<tr>
<td>ENGINE 35</td>
<td>1,611</td>
<td>4.4</td>
<td>386</td>
<td>14.4</td>
</tr>
<tr>
<td>ENGINE 34</td>
<td>895</td>
<td>2.5</td>
<td>236</td>
<td>15.8</td>
</tr>
<tr>
<td>TOWER 34</td>
<td>108</td>
<td>0.3</td>
<td>41</td>
<td>22.8</td>
</tr>
<tr>
<td>ATTACK 34</td>
<td>45</td>
<td>0.1</td>
<td>30</td>
<td>40.2</td>
</tr>
<tr>
<td>UTILITY 34</td>
<td>21</td>
<td>0.1</td>
<td>44</td>
<td>126.0</td>
</tr>
<tr>
<td>MEDIC 1</td>
<td>8</td>
<td>0.0</td>
<td>15</td>
<td>115.2</td>
</tr>
<tr>
<td>MEDIC 3</td>
<td>4</td>
<td>0.0</td>
<td>6</td>
<td>90.6</td>
</tr>
<tr>
<td>BOAT 34</td>
<td>3</td>
<td>0.0</td>
<td>0</td>
<td>3.0</td>
</tr>
<tr>
<td>CHIEF 34</td>
<td>3</td>
<td>0.0</td>
<td>1</td>
<td>19.9</td>
</tr>
<tr>
<td>BIKE TEAM</td>
<td>3</td>
<td>0.0</td>
<td>6</td>
<td>122.6</td>
</tr>
<tr>
<td>DEPUTY CHIEF 35</td>
<td>2</td>
<td>0.0</td>
<td>1</td>
<td>21.3</td>
</tr>
<tr>
<td>MEDIC 2</td>
<td>2</td>
<td>0.0</td>
<td>5</td>
<td>147.5</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>4,772</strong></td>
<td><strong>13.1</strong></td>
<td><strong>1,459</strong></td>
<td><strong>18.3</strong></td>
</tr>
</tbody>
</table>
For purposes of this study, the dispatch interval is the time from call taker picking up the phone, at Lake EMS, to the dispatching and alerting of the unit. It is understood that department practice is to acknowledge receipt of the dispatched incident and acknowledge responding or enroute to the incident at the conclusion of the receipt of the dispatch unit whether the unit was actually responding yet or not. This may create some data validity questions, however, the actual historical travel time performance and the GIS planning were well aligned with a high degree of agreement. Lake EMS indicated that his was an internal practice for Mt. Dora and it will not create any process issues for the units to acknowledge responding when they are actually enroute in the future. However, long-term the best practice would be to install Mobile Data Terminals (MDTs) in the units that will provide accurate time stamps and limit radio traffic.

This analysis focused on calls responded with lights and sirens, and utilized all incidents with completed unit status time stamps of unit dispatch time, unit enroute time, and unit arriving on scene time. In 2015, the mean (average) dispatch time was 72 seconds. The mean (average) turnout time was 42 seconds, travel time was 294 seconds (four minutes 54 seconds), and response time was 409 seconds (six minutes and 49 seconds). The average response time is the same as the sum of the average dispatch time and turnout and travel time.

However, a more conservative and reliable measure of performance is the fractile or percentile. This measure is more robust, or less influenced by outliers, than measures of central tendency such as the mean. Best practice is to measure at the 90th percentile. In other words, 90% of all performance is captured expecting that 10% of the time the department may experience abnormal conditions that would typically be considered an outlier. For example, if the department were to report an average response time of six minutes, then in a normally distributed set of data, half of the responses would be longer than six minutes and half of the responses would be less than six minutes. The 90th percentile communicates that 9 out of 10 times the department performance is predictable and thus more clearly articulated to policy makers and the community.

The performance for dispatch time at the 90th percentile was 120 seconds (two minutes), turnout time at the 90th percentile was 76 seconds (one minutes and 16 seconds), travel time was 482 seconds (eight minutes and 2 seconds), turnout and travel time was 558 seconds (nine minutes and 18 seconds), and response time was 609 seconds (ten minutes and 9 seconds). Please note that the summation of 90th percentile turnout time and 90th percentile travel time is not the same as 90th percentile dispatch time, and also the summation of 90th percentile dispatch time, 90th percentile turnout time and 90th percentile travel time is not the same as 90th percentile response time.

Typically, performance varies across call types or categories due to a variety of reasons. For example, the turnout time may be longer for fire related calls because the crews have to dress in their personal protective ensemble (bunker gear) prior to leaving the station where as on an EMS incident they do not. Similarly, the larger fire apparatus may require longer response times.
due to their size and lack of maneuverability. Data does suggest mean and 90th percentile turnout time for fire calls were slightly longer than EMS calls. As expected, some variability is introduced in responses for rescue and hazardous materials calls due to their relatively small sample size.

Table 9: Average Dispatch, Turnout, and Travel Time of First Arriving Units by Program

<table>
<thead>
<tr>
<th>Call Category</th>
<th>Dispatch Time</th>
<th>Turnout Time</th>
<th>Travel Time</th>
<th>Response Time</th>
<th>Sample Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMS</td>
<td>1:12</td>
<td>0:42</td>
<td>4:48</td>
<td>6:42</td>
<td>1,822</td>
</tr>
<tr>
<td>Fire</td>
<td>1:24</td>
<td>0:54</td>
<td>5:12</td>
<td>7:30</td>
<td>259</td>
</tr>
<tr>
<td>Rescue</td>
<td>1:12</td>
<td>0:48</td>
<td>5:42</td>
<td>7:42</td>
<td>6</td>
</tr>
<tr>
<td>Hazmat</td>
<td>1:06</td>
<td>0:48</td>
<td>5:36</td>
<td>7:30</td>
<td>38</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1:12</strong></td>
<td><strong>0:48</strong></td>
<td><strong>4:54</strong></td>
<td><strong>6:48</strong></td>
<td><strong>2,125</strong></td>
</tr>
</tbody>
</table>

Figure 10: Average Dispatch, Turnout, and Travel Time by Call Category

Table 10: 90th Percentile Dispatch, Turnout, and Travel Time of First Arriving Units by Program

<table>
<thead>
<tr>
<th>Program</th>
<th>Dispatch Time</th>
<th>Turnout Time</th>
<th>Travel Time</th>
<th>Response Time</th>
<th>Sample Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMS</td>
<td>1:54</td>
<td>1:12</td>
<td>7:48</td>
<td>9:54</td>
<td>1,822</td>
</tr>
<tr>
<td>Fire</td>
<td>2:24</td>
<td>1:36</td>
<td>9:18</td>
<td>11:36</td>
<td>259</td>
</tr>
<tr>
<td>Rescue</td>
<td>1:36</td>
<td>1:54</td>
<td>12:30</td>
<td>13:48</td>
<td>6</td>
</tr>
</tbody>
</table>
In an effort to better articulate performance below the 90th percentile, fractile or percentile histograms were created that illustrates performance at the various intervals. For example, the 90th percentile for turnout time for first arriving units was 1.3 minutes or 1 minute and 16 seconds. This is a best practice performance for the fire services. However, the two most frequent performance intervals were between 30 and 45 seconds and 45 and 60 seconds, respectively.

The travel time for first arriving units was 8.0 minutes. When referring to the fractile distribution, it is evident that the most frequent performance period was between three minutes and four minutes travel time, followed by four minutes and then two minutes, respectively. Data is presented below.

**Figure 11: Distribution of Turnout Time of First Arriving Mount Dora Unit-2015**
Figure 12: Distribution of Travel Time of First Arriving Mount Dora Unit - 2015

- 90th percentile travel time was 8.0 minutes.
- 61 percent of calls had travel time of 5 minutes or less.
COMMUNITY EXPECTATIONS & PERFORMANCE GOALS

Stakeholder Input & Community Expectations

The process utilized to evaluate community expectations was through structured interviews and interaction with elected officials; city manager’s office; fire chief and chief officers; line personnel and labor organizations. The representativeness of the organizational structure, continuous community interactions, and the strategic planning process contributed to the assessment of community expectations.

From these structured interviews, and assessment of current service levels, community expectations were derived. These findings are represented in the following sections.

Guiding Principles & Mission

The department has a long and distinguished history of providing emergency services to the residents and visitors of Mount Dora. The Mount Dora Fire Department Strategic Plan (2016-2021) facilitated the process for obtaining stakeholder input. Internal and external stakeholder input established the framework for the organization to develop clearly established guiding principles, values, and mission. Today, the department continues to honor its history as it continues its mission to its residents.

Inspiration for how the Department created the above statements comes from renowned leadership and organizational expert Simon Sinek. His belief (and the title of his book), which has been adopted by Mount Dora Fire Department, is to “Start with Why?”. Thus Mount Dora Fire Department’s mission and vision statements are described in Why, How, and What we strive to do.
Mission Statement

The Mission of the Mount Dora Fire Department is: To save lives, protect property, and promote public safety. In everything we do, we strive to make things better. By always learning, we will be well trained, deliberate, and proactive. We will provide outstanding service with outstanding outcomes, making our City a safer and better place to live, work, and play.

Vision

Our vision is: A safer and better place to live, work, and play. An organization’s mission and vision statements serve as the foundation of behavior and decision making. A mission statement explains its reason for existence, the why. A vision statement describes what an organization strives to be. Vision statements should inspire action in the organization and within individuals.
COMMUNITY RISK ASSESSMENT AND RISK LEVELS

Risk Assessment Methodology

Methodology

The risk assessment process utilized a systematic methodology to evaluate the unique risks that are specific to the Mount Dora Fire Department. This process evaluated risk from two broad perspectives. First, risk is identified through retrospective analyses of historical data. Second, risk is evaluated prospectively providing the necessary structure to appropriately allocate personnel, apparatus, and fire stations that afford sufficient distribution and concentration of resources to mitigate those risks. This methodology also provides information for the Department to consider alternative solutions to assist in the mitigation of risks.

Service areas that either had little quantitative data, or did not require that level of analysis, were evaluated through both retrospective analysis as well as structured interviews with Department staff members. In an effort to improve clarity, the following terminology is used for the remainder of the risk assessment description and analyses: retrospective risk will use the term Community Service Demands and prospective risk will use the term Community Risks.

The overall community risk assessment process and methods utilized by Mount Dora Fire Department is presented below.11

Figure 13: Community Risk Assessment Process

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Community service demands were analyzed by the incident history, type, locations, and incident frequencies. Within this process a temporal analysis was completed for each major program area and evaluated by station demand zone and the frequency of incidents. Community risks were evaluated by each program area and risks are identified in each demand zone.

This methodology not only provides for sufficient allocation of resources to manage the readiness or preparedness aspects of the deployment strategy, but also balances the costs of readiness with an in-depth understanding of the probability of events through historical analyses. The combined results of this process were utilized to classify risk by severity utilizing a probability and consequence matrix for each program/risk area. Finally, the critical tasks required for each level of risk were identified. An example of the overall probability and consequence matrix is provided below.\(^{12}\)

*Figure 14: Probability and Consequence Matrix*
Planning Areas/Zones

The Department currently utilizes the jurisdictional boundaries as demand zones for their planning efforts. For example, the performance and reliability are based upon a Mount Dora Fire Department unit responding and arriving on scene of the call. Establishing clearly defined FDZ for stations 34 and 35 will allow the department to properly evaluate both risk and performance within each of the respective zones. The ability to measure specific risks associated with a demand zone will allow the department to ensure proper resources are allocated accordingly. The FDZ will also allow the department to further evaluate performance within the geographic region as it applies to first due performance, reliability, call concurrency, and Effective Response Force (ERF).

Community Characteristics of Risk

Population Density, Development, and Growth

Overall, the density for the Mount Dora Fire Department is of Suburban density as defined by the Commission on Fire Accreditation International (CFAI). The Commission’s definition is that suburban is for populations between 10,000 to 29,999 and a population density of 1,000 to 2,000 per square mile. The CFAI’s definition for an urban density is an incorporated or unincorporated area with over 30,000 people and a population density over 2,000 people per square mile. The metropolitan threshold is a population over 200,000 people and a population density over 3,000 people per square mile. Overall, the average population density in Mount Dora is 1,542 per square mile based on US Census 2010 data. The population density in the City is largely of an urban/suburban density between 1,000 and 4,000 population per square mile.

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Recommended service levels for rural populations is that the first due unit is capable of arriving within 13 minutes travel time with a goal of 10 minutes. Utilizing the CFAI’s definitions, Mount Dora is a Suburban population density and therefore recommendations for travel time performance is the same as those recommended for both metropolitan and urban population densities with a baseline service of 5 minutes and 12 seconds travel time for the first arriving unit and a goal of 4 minutes.
Overall, the aggregate current performance for the Department currently exceeds baseline recommendations for Urban and Suburban densities from the Commission on Fire Accreditation International (CFAI). A comparison table of the current performance and national recommendations is provided below.

**Table 11: Comparison of Response Times by Agency to Best Practices and National Experience**

<table>
<thead>
<tr>
<th>Call Category</th>
<th>Average Travel Time</th>
<th>90th Percentile Travel Time</th>
<th>CFAI(^a) 90th Percentile Urban/Suburban Travel Time</th>
<th>CFAI(^b) 90th Percentile Rural Travel Time</th>
<th>NFPA 1710(^c) 90th Percentile Turnout and Travel</th>
<th>USFA(^d) 90th Percentile Turnout and Travel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire</td>
<td>5:12</td>
<td>9:18</td>
<td>5:12</td>
<td>13:00</td>
<td>4:00</td>
<td>10:59</td>
</tr>
<tr>
<td>EMS</td>
<td>4:48</td>
<td>7:48</td>
<td>5:12</td>
<td>13:00</td>
<td>4:00</td>
<td>10:59</td>
</tr>
</tbody>
</table>

**Risk Assessment**

**Fire Suppression Services**

The Mount Dora Fire Department provides services for the suppression of fires using two fixed facility fire stations, two fire engines fully equipped with water supply, hoses, portable ladders, and various tools such as axes. In addition, one Quint with a 70’ ladder is utilized during incidents where elevated fire streams and rescuing victims from upper floors are needed.

**Community Service Demands – Fire**

In 2015, Mount Dora Fire Department responded to 3,565 requests for service, or dispatches. EMS service requests totaled 2,684 accounting for 75.3% of the total number of incidents. The number of fire related calls were 835, which accounted for 23.4% of the dispatched incidents. The number of individual unit responses will be more reflective of the total department workload since several responses result in more than one Mount Dora unit being dispatched. Temporal analyses were conducted to evaluate patterns in community demands for fire related services. These measures examined the frequency of requests for service in 2015 by month, day of week, and hour of day. Results found that there was variability by month. The three months with most fire calls in order were: August (2.9 per day), November (2.8 per day), and July (2.5 per day). The months with least fire calls were January (1.9 per day) and April (2.0 per day). Results are presented below.

---

16 Ibid.
Table 12: Total Fire Related Calls per Month

<table>
<thead>
<tr>
<th>Month</th>
<th>Number of Calls</th>
<th>Calls per Day</th>
<th>Call Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>59</td>
<td>1.9</td>
<td>7.1</td>
</tr>
<tr>
<td>February</td>
<td>58</td>
<td>2.1</td>
<td>6.9</td>
</tr>
<tr>
<td>March</td>
<td>64</td>
<td>2.1</td>
<td>7.7</td>
</tr>
<tr>
<td>April</td>
<td>60</td>
<td>2.0</td>
<td>7.2</td>
</tr>
<tr>
<td>May</td>
<td>70</td>
<td>2.3</td>
<td>8.4</td>
</tr>
<tr>
<td>June</td>
<td>71</td>
<td>2.4</td>
<td>8.5</td>
</tr>
<tr>
<td>July</td>
<td>77</td>
<td>2.5</td>
<td>9.2</td>
</tr>
<tr>
<td>August</td>
<td>89</td>
<td>2.9</td>
<td>10.7</td>
</tr>
<tr>
<td>September</td>
<td>62</td>
<td>2.1</td>
<td>7.4</td>
</tr>
<tr>
<td>October</td>
<td>68</td>
<td>2.2</td>
<td>8.1</td>
</tr>
<tr>
<td>November</td>
<td>85</td>
<td>2.8</td>
<td>10.2</td>
</tr>
<tr>
<td>December</td>
<td>72</td>
<td>2.3</td>
<td>8.6</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>835</strong></td>
<td><strong>2.3</strong></td>
<td><strong>100.0</strong></td>
</tr>
</tbody>
</table>

Figure 16: Average Fire Related Calls per Month

Similar analyses were conducted for fire related calls per day of week. The data revealed that there was minor variability in the demand for services by day of week. Monday, Wednesday, and Saturday had the lowest demand for the week, averaging 2.1 per day or 12.8 percent of the fire related calls on each of these respective days for the week. Thursday has the highest frequency of requests for fire related services averaging 2.5 calls per day or 16.2%. Results for this analysis are presented below.
Table 13: Total Fire Related Calls by Day of Week

<table>
<thead>
<tr>
<th>Day of Week</th>
<th>Number of Calls</th>
<th>Calls per Day</th>
<th>Call Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday</td>
<td>127</td>
<td>2.4</td>
<td>15.2</td>
</tr>
<tr>
<td>Monday</td>
<td>107</td>
<td>2.1</td>
<td>12.8</td>
</tr>
<tr>
<td>Tuesday</td>
<td>120</td>
<td>2.3</td>
<td>14.4</td>
</tr>
<tr>
<td>Wednesday</td>
<td>107</td>
<td>2.1</td>
<td>12.8</td>
</tr>
<tr>
<td>Thursday</td>
<td>135</td>
<td>2.5</td>
<td>16.2</td>
</tr>
<tr>
<td>Friday</td>
<td>132</td>
<td>2.5</td>
<td>15.8</td>
</tr>
<tr>
<td>Saturday</td>
<td>107</td>
<td>2.1</td>
<td>12.8</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>835</strong></td>
<td><strong>2.3</strong></td>
<td><strong>100.0</strong></td>
</tr>
</tbody>
</table>

Figure 17: Average fire Related Calls by Day of Week

The demand for fire related calls were evaluated by hour of the day. Considerable variability exists in the time of day that requests for fire related services are received. The hours that include midnight to 0600 have the lowest demands. The middle of the day has the greatest frequency of calls, specifically the ten hours period from 1000 through 1800 are above 37 calls in a year. The average number of calls per hour in a year is 35. Finally, in an effort to provide a more granular understanding of the community’s demand for fire related services, this temporal analysis included the average number of calls per hour. In other words, when referring to the table below, the busiest hour is at 1000 with 72 calls during that hour in 2015. The average number of calls per hour is a daily average for those 72 calls if they were equally distributed. Therefore, the busiest hour per day would be at 1000 with an average hourly call volume of 0.2 calls per hour. Below are the results.
Table 14: Total and Average Fire Related Calls by Hour of Day

<table>
<thead>
<tr>
<th>Hour of Day</th>
<th>Number of Calls</th>
<th>Calls per Hour</th>
<th>Call Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>26</td>
<td>0.07</td>
<td>3.1</td>
</tr>
<tr>
<td>1</td>
<td>20</td>
<td>0.05</td>
<td>2.4</td>
</tr>
<tr>
<td>2</td>
<td>18</td>
<td>0.05</td>
<td>2.2</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
<td>0.02</td>
<td>0.7</td>
</tr>
<tr>
<td>4</td>
<td>7</td>
<td>0.02</td>
<td>0.8</td>
</tr>
<tr>
<td>5</td>
<td>10</td>
<td>0.03</td>
<td>1.2</td>
</tr>
<tr>
<td>6</td>
<td>17</td>
<td>0.05</td>
<td>2.0</td>
</tr>
<tr>
<td>7</td>
<td>33</td>
<td>0.09</td>
<td>4.0</td>
</tr>
<tr>
<td>8</td>
<td>39</td>
<td>0.11</td>
<td>4.7</td>
</tr>
<tr>
<td>9</td>
<td>36</td>
<td>0.10</td>
<td>4.3</td>
</tr>
<tr>
<td>10</td>
<td>72</td>
<td>0.20</td>
<td>8.6</td>
</tr>
<tr>
<td>11</td>
<td>46</td>
<td>0.13</td>
<td>5.5</td>
</tr>
<tr>
<td>12</td>
<td>37</td>
<td>0.10</td>
<td>4.4</td>
</tr>
<tr>
<td>13</td>
<td>42</td>
<td>0.12</td>
<td>5.0</td>
</tr>
<tr>
<td>14</td>
<td>42</td>
<td>0.12</td>
<td>5.0</td>
</tr>
<tr>
<td>15</td>
<td>55</td>
<td>0.15</td>
<td>6.6</td>
</tr>
<tr>
<td>16</td>
<td>45</td>
<td>0.12</td>
<td>5.4</td>
</tr>
<tr>
<td>17</td>
<td>58</td>
<td>0.16</td>
<td>6.9</td>
</tr>
<tr>
<td>18</td>
<td>65</td>
<td>0.18</td>
<td>7.8</td>
</tr>
<tr>
<td>19</td>
<td>35</td>
<td>0.10</td>
<td>4.2</td>
</tr>
<tr>
<td>20</td>
<td>53</td>
<td>0.15</td>
<td>6.3</td>
</tr>
<tr>
<td>21</td>
<td>33</td>
<td>0.09</td>
<td>4.0</td>
</tr>
<tr>
<td>22</td>
<td>22</td>
<td>0.06</td>
<td>2.6</td>
</tr>
<tr>
<td>23</td>
<td>18</td>
<td>0.05</td>
<td>2.2</td>
</tr>
<tr>
<td>Total</td>
<td>835</td>
<td>2.3</td>
<td>100.0</td>
</tr>
</tbody>
</table>

Figure 18: Average Fire Related Calls per Day by Hour of Day
In 2015, all units combined made a total of 1,301 responses to fire related calls. The total time on task was 452 hours, and the average time on task was 20.9 minutes. Of the regularly staffed fire suppression apparatus Engine 34 made 401 responses, averaging 1.1 responses per day to fire calls. Engine 35 made 602 responses and averaged 1.6 fire responses per day.

**Table 15: Workload by Unit for Fire Calls**

<table>
<thead>
<tr>
<th>Unit</th>
<th>Avg. Busy Minutes per Response</th>
<th>Annual Busy Hours</th>
<th>Annual Total Responses</th>
<th>Responses per day</th>
</tr>
</thead>
<tbody>
<tr>
<td>ENGINE 34</td>
<td>18.8</td>
<td>126</td>
<td>401</td>
<td>1.1</td>
</tr>
<tr>
<td>RESCUE 34</td>
<td>20.7</td>
<td>71</td>
<td>206</td>
<td>0.6</td>
</tr>
<tr>
<td>TOWER 34</td>
<td>26.8</td>
<td>29</td>
<td>64</td>
<td>0.2</td>
</tr>
<tr>
<td>ATTACK 34</td>
<td>149.3</td>
<td>22</td>
<td>9</td>
<td>0.0</td>
</tr>
<tr>
<td>UTILITY 34</td>
<td>348.0</td>
<td>41</td>
<td>7</td>
<td>0.0</td>
</tr>
<tr>
<td>MEDIC 1/2/3</td>
<td>357.6</td>
<td>24</td>
<td>4</td>
<td>0.0</td>
</tr>
<tr>
<td>CHIEF 34</td>
<td>19.9</td>
<td>1</td>
<td>3</td>
<td>0.0</td>
</tr>
<tr>
<td>DEPUTY CHIEF 35</td>
<td>21.3</td>
<td>1</td>
<td>2</td>
<td>0.0</td>
</tr>
<tr>
<td>BIKE TEAM</td>
<td>171.1</td>
<td>6</td>
<td>2</td>
<td>0.0</td>
</tr>
<tr>
<td>BOAT 34</td>
<td>0.3</td>
<td>0</td>
<td>1</td>
<td>0.0</td>
</tr>
<tr>
<td><strong>Station 34 Total</strong></td>
<td><strong>27.5</strong></td>
<td><strong>320</strong></td>
<td><strong>699</strong></td>
<td><strong>1.9</strong></td>
</tr>
<tr>
<td>ENGINE 35</td>
<td>13.2</td>
<td>133</td>
<td>602</td>
<td>1.6</td>
</tr>
<tr>
<td><strong>Department Total</strong></td>
<td><strong>20.9</strong></td>
<td><strong>452</strong></td>
<td><strong>1,301</strong></td>
<td><strong>3.6</strong></td>
</tr>
</tbody>
</table>

We analyzed the number of responding Mount Dora Fire Department units by call type. The department responded to 835 fire calls including 87 structure fires, 25 outside fires, and 13 vehicle fires. All units have made a total of 1,301 responses. The total busy time of all units from dispatch until the unit cleared the call was 452 hours. On average, 1.6 units have responded to a fire call and the average time of a response was 20.9 minutes.

**Table 16: Number of Responding Units by Fire Call Type**

<table>
<thead>
<tr>
<th>Fire Call Type</th>
<th>Number of Calls</th>
<th>Number of Responses</th>
<th>Average Responses per Call</th>
<th>Annual Busy Hours</th>
<th>Average Busy Minutes per Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structure fire</td>
<td>87</td>
<td>186</td>
<td>2.1</td>
<td>86</td>
<td>27.7</td>
</tr>
<tr>
<td>Outside fire</td>
<td>25</td>
<td>34</td>
<td>1.4</td>
<td>8</td>
<td>13.5</td>
</tr>
<tr>
<td>Vehicle fire</td>
<td>13</td>
<td>23</td>
<td>1.8</td>
<td>8</td>
<td>21.5</td>
</tr>
<tr>
<td>Alarm</td>
<td>441</td>
<td>710</td>
<td>1.6</td>
<td>108</td>
<td>9.1</td>
</tr>
<tr>
<td>Public service</td>
<td>233</td>
<td>296</td>
<td>1.3</td>
<td>225</td>
<td>45.6</td>
</tr>
<tr>
<td>Fire other</td>
<td>36</td>
<td>52</td>
<td>1.4</td>
<td>17</td>
<td>20.1</td>
</tr>
<tr>
<td><strong>Fire Total</strong></td>
<td><strong>835</strong></td>
<td><strong>1,301</strong></td>
<td><strong>1.6</strong></td>
<td><strong>452</strong></td>
<td><strong>20.9</strong></td>
</tr>
</tbody>
</table>

Heat maps were created to identify the concentration of the historic demand for services by program area. Therefore, the following map presents the relative concentration of service
demands by fire. The Blue areas have the least demand and the dark red areas have the highest concentration of demand. When reviewing the heat maps, it is clear that the greatest relative density of service demands is generally located near Stations 34 and 35. However, Station 34’s territory has greater concentrates to the north and south of the first due territory rather than immediately adjacent to the station.

Figure 19: Heat Map for Fire Related Incidents
Community Risks – Fire

The department has recently completed a comprehensive risk canvassing effort to develop a database of all occupancy risk within their service area. The department is utilizing the VISION tool through Emergency Reporting to develop an Occupancy Vulnerability Assessment Profile (OVAP) score for each of its jurisdiction’s commercial occupancies. The OVAP score is the sum of variables related to the building itself, the life safety hazard, the risks, water supply, and property value. The building is evaluated by exposure separation, type of construction, and number of floors, occupancy access, and square footage. Life safety is evaluated by the occupancy load, occupancy mobility, warning alarm system, and exits. The risk is evaluated by the level of regulatory oversight, human activity, experience of events, capacity to control events, the hazard index, and the fire load. Water supply is evaluated by a comparison of needed fire flow versus available water flow. Finally, property value is scored according to level of economic impact a loss would have. All of these elements comprise the quantifiable risk-rating matrix currently being used to categorize its occupancies as maximum, significant, moderate, or low risks.

Fire events in buildings with significant square footage, elevated floors (stories), high life occupancy risks, hazardous operations, and vulnerable construction types often necessitate a relatively higher demand for personnel and apparatus to mitigate fire events. Therefore, these buildings accumulate a higher OVAP score. Conversely, the presence of a fire alarm and/or an automatic sprinkler system elicited a negative numeric value, reducing the building’s OVAP score since immediate notification and/or mitigation capabilities are provided. The results of this risk assessment process will continue to be compiled to categorize all occupancies within the jurisdiction.

Other fire related risks that were evaluated were mobile/transportation risks, wildland risks, and single/multi-family residential fire risks. The mobile/transportation and wildland risks were previously presented in the community risk profile. The single/multi-family residence structures are correlated with the population densities previously presented. Finally, the residential fire risk was categorized as low/moderate severity. Therefore, the Department’s preparedness for their highest risks necessitates that the department is well resourced for the lower risks of similar expertise, personnel, and apparatus.

A summary of the risk matrix tool is presented below.
Figure 20: Summary of Risk Matrix

<table>
<thead>
<tr>
<th>Risk X &amp; Y</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building</td>
<td>AES + TOC + Stories + AC = SQFT</td>
</tr>
<tr>
<td>Property Value</td>
<td>TOTAL</td>
</tr>
<tr>
<td>Life Safety + Occupancy Load + OM + WAS + Exits</td>
<td></td>
</tr>
</tbody>
</table>

### Regulatory Oversight

| Not a Factor | 0.000 |
| Highly Regulated, Mandatory Compliance | 0.333 |
| Highly Regulated, Inspections Scheduled | 0.666 |

<table>
<thead>
<tr>
<th>TOC = Type of Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regulated, Random Inspections</td>
</tr>
<tr>
<td>Regulated, Voluntary Inspections</td>
</tr>
<tr>
<td>Unregulated, Uninspected</td>
</tr>
</tbody>
</table>

### Human Activity

| No Access to Unauthorized Persons | 0.333 |
| Controlled Access to Unauthorized Persons | 0.666 |
| Business Activity, Sales and Retail | 1.000 |

<table>
<thead>
<tr>
<th>OM = Occupancy Mobility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group Activity, Transit Population</td>
</tr>
<tr>
<td>Domestic Activity, No Occupant Control</td>
</tr>
</tbody>
</table>

### Experience

| Not a Factor | 0.000 |
| Daily Events | 0.333 |
| Weekly Events | 0.666 |
| Monthly Events | 1.000 |

<table>
<thead>
<tr>
<th>WAS = Warning Alarm System</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Events</td>
</tr>
</tbody>
</table>

### Capacity to Control

| Control Within the Building of Origin | 0.333 |
| Exposure to the Same Complex | 0.666 |
| Major Deployment | 1.000 |

<table>
<thead>
<tr>
<th>FL = Fire Load</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extreme Resistance to Control</td>
</tr>
<tr>
<td>Hazardous to Firefighting Activities</td>
</tr>
</tbody>
</table>

### Hazard Index

| Hazard | 0.333 |
| Limited Hazards | 0.666 |
| Common Hazards (Residential Types) | 0.666 |
| Mixed Hazards (Business Types) | 1.000 |

### Fire Load

| Hazard | 1.333 |
| Non-Combustible | 0.333 |
| Limited-Combustible | 0.666 |
| Combustible | 1.000 |
| Free-Burning | 1.333 |

### Hazard Risk Score Classifications

<table>
<thead>
<tr>
<th>Risk Classification Name</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum</td>
<td>60+</td>
</tr>
<tr>
<td>Significant</td>
<td>40-59</td>
</tr>
<tr>
<td>Moderate</td>
<td>15-39</td>
</tr>
<tr>
<td>Low</td>
<td>0-14</td>
</tr>
</tbody>
</table>
The occupancies categorized by the OVAP process are mapped to evaluate the geographic concentration and distribution of risks by severity. Results are provided in the following figures. There were no identified Maximum Risk occupancies.

Figure 21: High Risk Occupancies
Figure 22: Moderate Risk Occupancies
**Probability/Consequence of Fire Event Risk**

The relatively low frequency of fire related events required the Department to rely more heavily on the consequences of the events than the probability of the event occurring. The probability/consequence matrix is a two-dimensional model to categorize risk and appropriate mitigation strategies. The resulting probability and consequence matrix is presented below.
However, the risk categorization for the two-dimensional probability/consequence matrix is derived from a three-dimensional risk matrix that accounts for the probability of occurrence, the consequence to the community, and the impact on the fire department. While the results have been presented in the two-dimensional model above, a more granular understanding of the relationship of risk drivers is better understood in reviewing the three-dimensional models that follow.
### Table 17: 3-D Risk Matrices by Risk Type

<table>
<thead>
<tr>
<th>Call Type</th>
<th>Probability</th>
<th>Consequence</th>
<th>Impact on FD&lt;sup&gt;19&lt;/sup&gt;</th>
<th>Sum Score</th>
<th>Total Risk Score</th>
<th>Risk Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial Structure Fire - Protected</td>
<td>2</td>
<td>2</td>
<td>10</td>
<td>408</td>
<td>20.19900988</td>
<td>Moderate</td>
</tr>
<tr>
<td>Commercial Structure Fire</td>
<td>2</td>
<td>6</td>
<td>10</td>
<td>2072</td>
<td>45.51922671</td>
<td>High</td>
</tr>
<tr>
<td>Structure Fire</td>
<td>6</td>
<td>4</td>
<td>10</td>
<td>2888</td>
<td>53.74011537</td>
<td>High</td>
</tr>
<tr>
<td>MVC</td>
<td>6</td>
<td>2</td>
<td>2</td>
<td>152</td>
<td>12.32882801</td>
<td>Low</td>
</tr>
<tr>
<td>EMS</td>
<td>10</td>
<td>2</td>
<td>2</td>
<td>408</td>
<td>20.19900988</td>
<td>Moderate</td>
</tr>
<tr>
<td>EMS - High Acuity</td>
<td>8</td>
<td>2</td>
<td>4</td>
<td>672</td>
<td>25.92296279</td>
<td>Moderate</td>
</tr>
<tr>
<td>Outside Fire</td>
<td>4</td>
<td>2</td>
<td>2</td>
<td>72</td>
<td>8.485281374</td>
<td>Low</td>
</tr>
<tr>
<td>Vehicle Fire</td>
<td>4</td>
<td>2</td>
<td>2</td>
<td>72</td>
<td>8.485281374</td>
<td>Low</td>
</tr>
<tr>
<td>Wildfire</td>
<td>4</td>
<td>2</td>
<td>4</td>
<td>192</td>
<td>13.85640646</td>
<td>Low</td>
</tr>
<tr>
<td>Rescue</td>
<td>2</td>
<td>2</td>
<td>5</td>
<td>108</td>
<td>10.39230485</td>
<td>Low</td>
</tr>
<tr>
<td>Hazmat</td>
<td>4</td>
<td>4</td>
<td>5</td>
<td>528</td>
<td>22.97825059</td>
<td>Moderate</td>
</tr>
</tbody>
</table>

<sup>19</sup> Impact on FD includes Eustis Station 22, LCFR Station 27, and Tavares Station 28
Figure 25: 3-Dimensional Profile for Structure Fires

Structure Fire

![3-Dimensional Profile for Structure Fires](image)

Figure 26: 3-Dimensional Profile for Unprotected Commercial Structure Fires

Structure Fire - Unprotected Commercial

![3-Dimensional Profile for Unprotected Commercial Structure Fires](image)
Figure 27: 3-Dimensional Profile of Protected Commercial Structure Fire Risks

Structure Fire - Protected Commercial

Figure 28: 3-Dimensional Profile of Outside Fires

Outside Fire

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January 2018
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Figure 29: 3-Dimensional Profile of Wildland Fires

Figure 30: 3-Dimensional Profile of Vehicle Fires
**Critical Task Analysis**

The critical tasks were developed through a collaborative effort with the Department’s staff. Critical tasks were developed for low, moderate, and high-risk fire events. The department’s command staff empowers shift supervisors to manage incidents and resources. Therefore, the methodology employed focuses on low risk events, which comprise a significant portion of the agency’s demands; and moderate risk events, which also have the possibility to evolve into high-risk events.

Low risk events that single engines responses would typically handle such as vehicle fires, dumpster fires, and residential automatic fire alarms. Moderate risk events, with a potential to become high risk events, require additional resources and are designed to minimally mitigate the event effectively and efficiently. High-risk events required considerable resources to effectively and efficiently mitigate the events such as residential, high occupancy, or unprotected structures. Mount Dora addresses the high-risk events by upgrading the initial response if necessary to ensure the proper resources are responding to mitigate the incident utilizing automatic and mutual aid resources when necessary.

Critical tasks are best defined as the initial activities that must be accomplished to begin operations in a safe and effective manner and have the best opportunity to impact the ultimate outcome. The critical tasks are not the total of personnel needed on incidents, but rather the minimum number needed for initial actions. It is for this reason, that the department response to each incident type and level is greater than the critical tasks identified.

<table>
<thead>
<tr>
<th>Critical Task</th>
<th>Needed Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investigation / Extinguishment</td>
<td>2</td>
</tr>
<tr>
<td>Pump Operator</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total Personnel Required</strong></td>
<td><strong>3</strong></td>
</tr>
</tbody>
</table>

Table 19: Apparatus and Personnel Requirements Fire Miscellaneous - Low

<table>
<thead>
<tr>
<th>Responding Units</th>
<th>Minimum Staffing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine</td>
<td>3</td>
</tr>
<tr>
<td><strong>Total Response Provided</strong></td>
<td><strong>3</strong></td>
</tr>
<tr>
<td><strong>Total Personnel Required</strong></td>
<td><strong>3</strong></td>
</tr>
</tbody>
</table>
### Table 20: Critical Tasks for Confirmed Structure Fire – Moderate Risks

<table>
<thead>
<tr>
<th>Critical Task</th>
<th>Needed Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incident Command</td>
<td>1</td>
</tr>
<tr>
<td>Pump Operator</td>
<td>1</td>
</tr>
<tr>
<td>Fire Control Hose line</td>
<td>2</td>
</tr>
<tr>
<td>Water Supply</td>
<td>1</td>
</tr>
<tr>
<td>Primary Search</td>
<td>2</td>
</tr>
<tr>
<td>2-in-2-out</td>
<td>2</td>
</tr>
<tr>
<td>Second Hose line</td>
<td>2</td>
</tr>
<tr>
<td>Critical Tasks Subtotal</td>
<td>11</td>
</tr>
<tr>
<td>Medical/Rehab</td>
<td>2</td>
</tr>
<tr>
<td>RIT</td>
<td>3</td>
</tr>
<tr>
<td><strong>Total Personnel Required</strong></td>
<td><strong>16</strong></td>
</tr>
</tbody>
</table>

### Table 21: Apparatus and Personnel Requirements for Confirmed Structure Fire - Moderate Risk

<table>
<thead>
<tr>
<th>Responding Units</th>
<th>Minimum Staffing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Battalion Chief</td>
<td>1</td>
</tr>
<tr>
<td>Engine</td>
<td>3</td>
</tr>
<tr>
<td>Engine</td>
<td>3</td>
</tr>
<tr>
<td>Engine</td>
<td>2</td>
</tr>
<tr>
<td>Engine</td>
<td>2</td>
</tr>
<tr>
<td>Engine</td>
<td>2</td>
</tr>
<tr>
<td>Ladder</td>
<td>2</td>
</tr>
<tr>
<td>Lake EMS</td>
<td>2</td>
</tr>
<tr>
<td><strong>Total Response Provided</strong></td>
<td><strong>17</strong></td>
</tr>
<tr>
<td><strong>Total Personnel Required</strong></td>
<td><strong>16</strong></td>
</tr>
</tbody>
</table>

### Table 22: Critical Tasks– Confirmed Structure Fire – High Risk

<table>
<thead>
<tr>
<th>Critical Task</th>
<th>Needed Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incident Command</td>
<td>1</td>
</tr>
<tr>
<td>Safety/Accountability</td>
<td>1</td>
</tr>
<tr>
<td>Pump Operator</td>
<td>1</td>
</tr>
<tr>
<td>Fire Attack Hose-lines</td>
<td>4</td>
</tr>
<tr>
<td>Water Supply/FDC</td>
<td>2</td>
</tr>
<tr>
<td>Primary Search</td>
<td>4</td>
</tr>
<tr>
<td>2-in-2-out</td>
<td>2</td>
</tr>
<tr>
<td>Fire Containment Hose lines</td>
<td>4</td>
</tr>
<tr>
<td>Aerial Operations</td>
<td>2</td>
</tr>
<tr>
<td>Critical Tasks Subtotal</td>
<td>21</td>
</tr>
<tr>
<td>Medical/Rehab</td>
<td>2</td>
</tr>
<tr>
<td>RIT</td>
<td>3</td>
</tr>
<tr>
<td><strong>Total Personnel Required</strong></td>
<td><strong>26</strong></td>
</tr>
</tbody>
</table>

20 Examples may include confirmed residential structure fires, responses to confirmed moderate risk, and responses to unconfirmed high risk.
Table 23: Apparatus and Personnel Requirements for Confirmed Structure Fire - High Risk

<table>
<thead>
<tr>
<th>Responding Units</th>
<th>Minimum Staffing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Battalion Chief</td>
<td>1</td>
</tr>
<tr>
<td>Battalion Chief</td>
<td>1</td>
</tr>
<tr>
<td>Engine</td>
<td>3</td>
</tr>
<tr>
<td>Engine</td>
<td>3</td>
</tr>
<tr>
<td>Engine</td>
<td>2</td>
</tr>
<tr>
<td>Engine</td>
<td>2</td>
</tr>
<tr>
<td>Engine</td>
<td>2</td>
</tr>
<tr>
<td>Engine</td>
<td>2</td>
</tr>
<tr>
<td>Engine</td>
<td>2</td>
</tr>
<tr>
<td>Ladder</td>
<td>2</td>
</tr>
<tr>
<td>Ladder</td>
<td>2</td>
</tr>
<tr>
<td>Lake EMS</td>
<td>2</td>
</tr>
<tr>
<td><strong>Total Response Provided</strong></td>
<td><strong>26</strong></td>
</tr>
<tr>
<td><strong>Total Personnel Required</strong></td>
<td><strong>21</strong></td>
</tr>
</tbody>
</table>

Table 24: Critical Tasks for All Risk Levels - Fire Alarms

<table>
<thead>
<tr>
<th>Critical Task</th>
<th>Needed Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investigation</td>
<td>4</td>
</tr>
<tr>
<td>Pump Operator</td>
<td>1</td>
</tr>
<tr>
<td>Alarm Panel</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total Personnel Required</strong></td>
<td><strong>6</strong></td>
</tr>
</tbody>
</table>

Table 25: Apparatus and Personnel Requirements for All Risk Levels

<table>
<thead>
<tr>
<th>Responding Units</th>
<th>Minimum Staffing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine</td>
<td>3</td>
</tr>
<tr>
<td>Engine</td>
<td>3</td>
</tr>
<tr>
<td><strong>Total Response Provided</strong></td>
<td><strong>6</strong></td>
</tr>
<tr>
<td><strong>Total Personnel Required</strong></td>
<td><strong>6</strong></td>
</tr>
</tbody>
</table>

**Emergency Medical Services**

Mount Dora Fire Department provides first responder Emergency Medical Services (EMS) at the paramedic level. The transportation of patients to the hospital is provided by Lake EMS.

**Community Service Demands**

The majority of the community’s requests for services are for emergency medical incidents accounting for 75.3% of the department’s demand. There was a total of 2,684 EMS calls. 76.9% of the time, Mount Dora responded with one unit, and 19.5% of the time two Mount Dora units responded together to an EMS request. 28.3% of the EMS calls were Alpha and Bravo call determinates. 30% of all EMS calls did not have EMD determinates assigned. One reasons for this is that some of the PSAPs transfer calls utilizing and administrative phone line rather than a CAD-to-CAD interface.
Table 26: Number of Calls by EMS Code and Number of Responding Mount Dora Units

<table>
<thead>
<tr>
<th>EMD Code</th>
<th>Number of Mount Dora Units</th>
<th>Total</th>
<th>% of Calls</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>2</td>
<td>3 or 4</td>
</tr>
<tr>
<td>Alpha</td>
<td>472</td>
<td>80</td>
<td>5</td>
</tr>
<tr>
<td>Bravo</td>
<td>144</td>
<td>45</td>
<td>13</td>
</tr>
<tr>
<td>Charlie</td>
<td>555</td>
<td>92</td>
<td>1</td>
</tr>
<tr>
<td>Delta</td>
<td>351</td>
<td>80</td>
<td>12</td>
</tr>
<tr>
<td>Echo</td>
<td>6</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>Omega</td>
<td>6</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>NA</td>
<td>530</td>
<td>217</td>
<td>62</td>
</tr>
</tbody>
</table>

Requests for EMS are categorized as granular call categories using the CAD call description. Temporal analyses were completed to describe the community’s demands for emergency medical services. These analyses were completed by month of year, day of week, and hour of day. There is minor variability between months of the year with May (8.5 EMS requests per day) receiving the most requests for service and June (6.2 EMS requests per day) the least. Results are presented in tabular form below.

Table 27: Annual Total and Average per Day of EMS Calls by Month of Year

<table>
<thead>
<tr>
<th>Month</th>
<th>Number of Calls</th>
<th>Calls per Day</th>
<th>Call Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>207</td>
<td>6.7</td>
<td>7.7</td>
</tr>
<tr>
<td>February</td>
<td>220</td>
<td>7.9</td>
<td>8.2</td>
</tr>
<tr>
<td>March</td>
<td>241</td>
<td>7.8</td>
<td>9.0</td>
</tr>
<tr>
<td>April</td>
<td>229</td>
<td>7.6</td>
<td>8.5</td>
</tr>
<tr>
<td>May</td>
<td>263</td>
<td>8.5</td>
<td>9.8</td>
</tr>
<tr>
<td>June</td>
<td>186</td>
<td>6.2</td>
<td>6.9</td>
</tr>
<tr>
<td>July</td>
<td>198</td>
<td>6.4</td>
<td>7.4</td>
</tr>
<tr>
<td>August</td>
<td>214</td>
<td>6.9</td>
<td>8.0</td>
</tr>
<tr>
<td>September</td>
<td>223</td>
<td>7.4</td>
<td>8.3</td>
</tr>
<tr>
<td>October</td>
<td>235</td>
<td>7.6</td>
<td>8.8</td>
</tr>
<tr>
<td>November</td>
<td>243</td>
<td>8.1</td>
<td>9.1</td>
</tr>
<tr>
<td>December</td>
<td>225</td>
<td>7.3</td>
<td>8.4</td>
</tr>
<tr>
<td>Total</td>
<td>2,684</td>
<td>7.4</td>
<td>100.0</td>
</tr>
</tbody>
</table>
Figure 31: Average EMS Calls per Day by Month of Year

![Average EMS Calls per Day by Month](image)

Similar analyses were conducted examining the frequency of requests for service by the day of the week. Once again, there was only minor variability in the demand for services by the day of the week. Wednesday received the most requests for service (7.9 EMS Request) and Sunday the least (6.5 EMS Request). Results are provided below.

**Table 28: Annual Total and Average per Day of EMS Calls by Day of Week**

<table>
<thead>
<tr>
<th>Day of Week</th>
<th>Number of Calls</th>
<th>Calls per Day</th>
<th>Call Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday</td>
<td>339</td>
<td>6.5</td>
<td>12.6</td>
</tr>
<tr>
<td>Monday</td>
<td>360</td>
<td>6.9</td>
<td>13.4</td>
</tr>
<tr>
<td>Tuesday</td>
<td>393</td>
<td>7.6</td>
<td>14.6</td>
</tr>
<tr>
<td>Wednesday</td>
<td>413</td>
<td>7.9</td>
<td>15.4</td>
</tr>
<tr>
<td>Thursday</td>
<td>393</td>
<td>7.4</td>
<td>14.6</td>
</tr>
<tr>
<td>Friday</td>
<td>399</td>
<td>7.7</td>
<td>14.9</td>
</tr>
<tr>
<td>Saturday</td>
<td>387</td>
<td>7.4</td>
<td>14.4</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2,684</strong></td>
<td><strong>7.4</strong></td>
<td><strong>100.0</strong></td>
</tr>
</tbody>
</table>
Finally, the analyses for EMS services were completed by identifying the EMS calls by hour of day and the average hourly rate of EMS calls per hour. Considerable variability exists in the time of the day that requests for services are received. The hours that include midnight to 0700 have the lowest demands. The middle of the day has the greatest frequency of calls; specifically the six-hour period from 1000 through 1500 are above 150 calls in a year. The average number of calls per hour in a year is 112. The demand peaked at 1100 with 198 calls in a year. The average number of calls per hours is a daily average for those 198 calls if they were equally distributed. Therefore, the busiest hour per day would be at 1100 with an average hourly call volume of 0.5 calls per hour. Results are provided below.

Table 29: Annual Total and Average per Day of EMS Calls by Hour of Day

<table>
<thead>
<tr>
<th>Hour of Day</th>
<th>Number of Calls</th>
<th>Calls per Day</th>
<th>Call Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>63</td>
<td>0.2</td>
<td>2.3</td>
</tr>
<tr>
<td>1</td>
<td>64</td>
<td>0.2</td>
<td>2.4</td>
</tr>
<tr>
<td>2</td>
<td>55</td>
<td>0.2</td>
<td>2.0</td>
</tr>
<tr>
<td>3</td>
<td>44</td>
<td>0.1</td>
<td>1.6</td>
</tr>
<tr>
<td>4</td>
<td>41</td>
<td>0.1</td>
<td>1.5</td>
</tr>
<tr>
<td>5</td>
<td>51</td>
<td>0.1</td>
<td>1.9</td>
</tr>
<tr>
<td>6</td>
<td>59</td>
<td>0.2</td>
<td>2.2</td>
</tr>
<tr>
<td>7</td>
<td>71</td>
<td>0.2</td>
<td>2.6</td>
</tr>
<tr>
<td>8</td>
<td>130</td>
<td>0.4</td>
<td>4.8</td>
</tr>
<tr>
<td>9</td>
<td>146</td>
<td>0.4</td>
<td>5.4</td>
</tr>
<tr>
<td>10</td>
<td>175</td>
<td>0.5</td>
<td>6.5</td>
</tr>
<tr>
<td>Hour of Day</td>
<td>Number of Calls</td>
<td>Calls per Day</td>
<td>Call Percentage</td>
</tr>
<tr>
<td>------------</td>
<td>-----------------</td>
<td>---------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>11</td>
<td>198</td>
<td>0.5</td>
<td>7.4</td>
</tr>
<tr>
<td>12</td>
<td>177</td>
<td>0.5</td>
<td>6.6</td>
</tr>
<tr>
<td>13</td>
<td>160</td>
<td>0.4</td>
<td>6.0</td>
</tr>
<tr>
<td>14</td>
<td>163</td>
<td>0.4</td>
<td>6.1</td>
</tr>
<tr>
<td>15</td>
<td>151</td>
<td>0.4</td>
<td>5.6</td>
</tr>
<tr>
<td>16</td>
<td>129</td>
<td>0.4</td>
<td>4.8</td>
</tr>
<tr>
<td>17</td>
<td>140</td>
<td>0.4</td>
<td>5.2</td>
</tr>
<tr>
<td>18</td>
<td>142</td>
<td>0.4</td>
<td>5.3</td>
</tr>
<tr>
<td>19</td>
<td>133</td>
<td>0.4</td>
<td>5.0</td>
</tr>
<tr>
<td>20</td>
<td>108</td>
<td>0.3</td>
<td>4.0</td>
</tr>
<tr>
<td>21</td>
<td>105</td>
<td>0.3</td>
<td>3.9</td>
</tr>
<tr>
<td>22</td>
<td>101</td>
<td>0.3</td>
<td>3.8</td>
</tr>
<tr>
<td>23</td>
<td>78</td>
<td>0.2</td>
<td>2.9</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2,684</strong></td>
<td><strong>7.4</strong></td>
<td><strong>100.0</strong></td>
</tr>
</tbody>
</table>

Figure 33: Average EMS Calls per Day by Hour of Day

All units combined made 3,405 responses to EMS calls in a year. The total time on task was 975 hours, and the average time on task was 172 minutes. For EMS calls, Rescue 34 was the unit dispatched most often averaging 5.1 EMS responses per day.
Table 30: EMS Workload by Station and Unit for EMS Calls

<table>
<thead>
<tr>
<th>Unit</th>
<th>Avg. Busy Minutes per Response</th>
<th>Annual Busy Hours</th>
<th>Annual Total Responses</th>
<th>Responses per day</th>
</tr>
</thead>
<tbody>
<tr>
<td>RESCUE 34</td>
<td>19.8</td>
<td>612</td>
<td>1,852</td>
<td>5.1</td>
</tr>
<tr>
<td>ENGINE 34</td>
<td>12.1</td>
<td>93</td>
<td>459</td>
<td>1.3</td>
</tr>
<tr>
<td>TOWER 34</td>
<td>16.0</td>
<td>11</td>
<td>42</td>
<td>0.1</td>
</tr>
<tr>
<td>ATTACK 34</td>
<td>12.9</td>
<td>8</td>
<td>36</td>
<td>0.1</td>
</tr>
<tr>
<td>UTILITY 34</td>
<td>15.0</td>
<td>4</td>
<td>14</td>
<td>0.0</td>
</tr>
<tr>
<td>MEDIC 1</td>
<td>11.8</td>
<td>1</td>
<td>6</td>
<td>0.0</td>
</tr>
<tr>
<td>MEDIC 3</td>
<td>24.1</td>
<td>1</td>
<td>3</td>
<td>0.0</td>
</tr>
<tr>
<td>MEDIC 2</td>
<td>5.2</td>
<td>0</td>
<td>1</td>
<td>0.0</td>
</tr>
<tr>
<td>BIKE TEAM</td>
<td>25.7</td>
<td>0</td>
<td>1</td>
<td>0.0</td>
</tr>
<tr>
<td>Station 34 Total</td>
<td>18.1</td>
<td>730</td>
<td>2,414</td>
<td>6.6</td>
</tr>
<tr>
<td>ENGINE 35</td>
<td>14.9</td>
<td>246</td>
<td>991</td>
<td>2.7</td>
</tr>
<tr>
<td>Department Total</td>
<td>17.2</td>
<td>975</td>
<td>3,405</td>
<td>9.3</td>
</tr>
</tbody>
</table>

The response time performance had little variation by different type of EMS calls. The response time of different EMS types were consistent between 6.4 and 6.9 minutes. The average dispatch time was consistent between 60 and 78 seconds. The average turnout time was consistently below 60 seconds. The average travel time varied from 4.3 minutes of MCV calls to 5.0 minutes. The performance for turnout time at the 90th percentile is 72 seconds, travel time at the 90th percentile is 467 seconds (seven minutes and 47 seconds), and response time at the 90th percentile is 594 seconds (nine minutes and 54 seconds). It is important to note the summation of 90th percentile dispatch time, 90th percentile turnout time, and 90th percentile travel time is not the same as 90th percentile response time.

Table 31: EMS Average Dispatch, Turnout, and Travel Time by Call Type

<table>
<thead>
<tr>
<th>Call Category</th>
<th>Dispatch Time</th>
<th>Turnout Time</th>
<th>Travel Time</th>
<th>Response Time</th>
<th>Sample Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cardiac and stroke</td>
<td>1:06</td>
<td>0:42</td>
<td>4:54</td>
<td>6:42</td>
<td>264</td>
</tr>
<tr>
<td>Seizure and Unconsciousness</td>
<td>1:12</td>
<td>0:42</td>
<td>4:30</td>
<td>6:24</td>
<td>185</td>
</tr>
<tr>
<td>Breathing difficulty</td>
<td>1:06</td>
<td>0:42</td>
<td>4:54</td>
<td>6:42</td>
<td>211</td>
</tr>
<tr>
<td>Overdose and psychiatric</td>
<td>1:00</td>
<td>0:54</td>
<td>4:36</td>
<td>6:30</td>
<td>13</td>
</tr>
<tr>
<td>MVC</td>
<td>1:18</td>
<td>0:42</td>
<td>4:18</td>
<td>6:24</td>
<td>163</td>
</tr>
<tr>
<td>Fall and injury</td>
<td>1:12</td>
<td>0:42</td>
<td>4:48</td>
<td>6:42</td>
<td>357</td>
</tr>
<tr>
<td>Illness and other</td>
<td>1:06</td>
<td>0:42</td>
<td>5:00</td>
<td>6:54</td>
<td>629</td>
</tr>
<tr>
<td>EMS Total</td>
<td>1:12</td>
<td>0:42</td>
<td>4:48</td>
<td>6:42</td>
<td>1,822</td>
</tr>
</tbody>
</table>
The mean and 90th percentile EMS response time by EMD was evaluated and referenced in the table below. BLS (alpha and bravo) calls had an average response time of 7.2 and 7.0 minutes, and 90th percentile response time of 10.7 and 9.9 minutes respectively.
Table 33: EMS Average Dispatch, Turnout, and Travel Time by EMD Code

<table>
<thead>
<tr>
<th>EMD Code</th>
<th>Dispatch Time</th>
<th>Turnout Time</th>
<th>Travel Time</th>
<th>Response Time</th>
<th>Sample Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alpha</td>
<td>1:24</td>
<td>0:42</td>
<td>5:06</td>
<td>7:12</td>
<td>97</td>
</tr>
<tr>
<td>Bravo</td>
<td>1:12</td>
<td>0:42</td>
<td>5:06</td>
<td>7:00</td>
<td>164</td>
</tr>
<tr>
<td>Charlie</td>
<td>1:06</td>
<td>0:42</td>
<td>5:06</td>
<td>6:54</td>
<td>575</td>
</tr>
<tr>
<td>Delta</td>
<td>1:12</td>
<td>0:48</td>
<td>5:24</td>
<td>7:18</td>
<td>394</td>
</tr>
<tr>
<td>Echo</td>
<td>1:06</td>
<td>0:42</td>
<td>4:30</td>
<td>6:24</td>
<td>13</td>
</tr>
<tr>
<td>Omega</td>
<td>0:48</td>
<td>0:48</td>
<td>8:06</td>
<td>9:30</td>
<td>1</td>
</tr>
<tr>
<td>NA</td>
<td>1:06</td>
<td>0:42</td>
<td>4:06</td>
<td>5:54</td>
<td>578</td>
</tr>
<tr>
<td>EMS Total</td>
<td>1:12</td>
<td>0:42</td>
<td>4:48</td>
<td>6:42</td>
<td>1,822</td>
</tr>
</tbody>
</table>

Table 34: EMS 90th Percentile Dispatch, Turnout, and Travel Time by EMD Code

<table>
<thead>
<tr>
<th>EMD Code</th>
<th>Dispatch Time</th>
<th>Turnout Time</th>
<th>Travel Time</th>
<th>Response Time</th>
<th>Sample Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alpha</td>
<td>2:12</td>
<td>1:06</td>
<td>8:18</td>
<td>10:42</td>
<td>97</td>
</tr>
<tr>
<td>Bravo</td>
<td>2:00</td>
<td>1:12</td>
<td>7:54</td>
<td>9:54</td>
<td>164</td>
</tr>
<tr>
<td>Charlie</td>
<td>1:42</td>
<td>1:12</td>
<td>7:48</td>
<td>9:48</td>
<td>575</td>
</tr>
<tr>
<td>Delta</td>
<td>1:54</td>
<td>1:18</td>
<td>8:36</td>
<td>10:36</td>
<td>394</td>
</tr>
<tr>
<td>Echo</td>
<td>1:54</td>
<td>1:06</td>
<td>5:18</td>
<td>7:42</td>
<td>13</td>
</tr>
<tr>
<td>Omega</td>
<td>0:36</td>
<td>0:48</td>
<td>8:06</td>
<td>9:30</td>
<td>1</td>
</tr>
<tr>
<td>NA</td>
<td>2:06</td>
<td>1:12</td>
<td>6:54</td>
<td>9:06</td>
<td>578</td>
</tr>
<tr>
<td>EMS Total</td>
<td>1:54</td>
<td>1:12</td>
<td>7:48</td>
<td>9:54</td>
<td>1,822</td>
</tr>
</tbody>
</table>

As indicated in the Heat Map below, the distribution of EMS calls follow a similar pattern as the fire related incidents, however, the distribution may be more concentrated than with the fire related incidents.
Community Risks

From a health perspective, Lake County, Florida ranks well in some categories and above average or average in other dimensions. According to the 2017 Community Health Improvement Planning (CHIP), Lake County ranks 24 in overall health outcomes of the 67 Florida Counties. 83.9% of Lake County women are accessing pre-natal care during the first trimester of pregnancy. This compares quite favorably to Florida and national ratings of 79.5% and 77.9% respectively. Lake County does exhibit a higher rate of teen births compared to...
Florida at 29.2 per 1,000 females ages 15-19 compared to 22.0 and a slightly higher infant mortality when compared to Florida as a whole.\textsuperscript{21}

Utilizing the collective US Census data for the City, approximately 5% of the population is under 5 years of age and 26% of the population is more than 65 years of age. These two groups are noted as the United States Fire Administration (USFA) designates these groups as high risk for injury or death from fire. A summary provided by the US Census QuickFacts is provided below.\textsuperscript{22}

| Table 35: Risk Populations in Lake County and the State of Florida |
|-----------------------------|-----------------------------|
| People QuickFacts | Lake County | Florida |
| Population estimates, July 1, 2016, (V2016) | 335,396 | 20,612,439 |
| Persons under 5 years, percent, April 1, 2010 | 5.0% | 5.7% |
| Persons under 18 years, percent, April 1, 2010 | 19.8% | 21.3% |
| Persons 65 years and over, percent, April 1, 2010 | 26.1% | 17.3% |

In addition, older populations historically utilize EMS services with greater frequency. It is important to understand, what field crews often recognize intuitively, is that the distribution of population risks are not uniform across the jurisdiction.

**Probability/Consequence of EMS Risk**

The probability and consequence process used for the EMS risk assessment is derived by the call taking process and call typing at the dispatch center. These call typing determinants are the framework for paramedics. An example of a typical baseline application of the Medical Priority Dispatch System (MPDS) is provided below.

Following this model, Alpha level calls would receive a single ambulance unit non-emergency at the Basic Life Support (BLS) severity level; Bravo calls would receive the closest engine emergency and the ambulance non-emergency; Charlie level calls would receive only an ambulance non-emergency at the Advanced Life Support (ALS) severity level; and Delta and Echo calls would receive both the closest engine and the closest ambulance emergency at the ALS levels. Omega level incidents would not typically receive a response but rather a referral or alternate care.

It is understood that local medical control oversight can change the deployment strategies for each protocol level. However, many communities are not responding to either the Alpha or Bravo incidents at the BLS level from the first responders and providing ambulance only service.

\textsuperscript{21} 2017 Community Health Improvement Planning Data Compendium
If the generally intended MPDS system were followed, the risk would be distributed in a similar manner as the two-dimensional probability/consequence matrix. Incidents such as Motor Vehicle Crashes (MVC) could be categorized as Alpha, Bravo, or Delta level incidents depending on the severity. The results are presented below.

---

The 2-dimensional model above requires the model to examine the risks from a clinical perspective that has little influence from the frequency of events. Therefore, subtle differences exist when including the probability or frequency of occurrence, the impact to the FD, and the relative consequence to the community. Finally, categorizing homogenized or aggregated risk will have a different outcome than restricting the categorization to clinical acuity only. The 3-dimensional models are presented below.
Figure 38: 3-Dimensional Model for EMS High Acuity Events

Figure 39: 3-Dimensional Model for EMS Risks (All Non-Critical)
Critical Task Analysis

As noted above, critical tasks for EMS incidents were similarly developed through a collaborative effort with the Department’s staff. Critical tasks were developed for low/moderate and high-risk EMS events. Similar to fire incidents, supervisors will quickly adjust the response profile for significant incidents – such as highway vehicle crashes potentially requiring extrication, etc.

Critical tasks are best defined as the initial activities that must be accomplished to begin operations in a safe and effective manner and have the best opportunity to impact the ultimate outcome. The critical tasks are not the total of personnel needed on incidents, but rather the minimum number needed for initial actions.

Table 36: Emergency Medical Incident - Low Risk (Alpha)

<table>
<thead>
<tr>
<th>Critical Task</th>
<th>Needed Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patient Care</td>
<td>1</td>
</tr>
<tr>
<td>Patient Transport / Support</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total Personnel Required</strong></td>
<td><strong>2</strong></td>
</tr>
</tbody>
</table>

Table 37: Resource Allocation for EMS - Low Risk (Alpha)

<table>
<thead>
<tr>
<th>Responding Units</th>
<th>Minimum Staffing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine</td>
<td>3</td>
</tr>
<tr>
<td>Ambulance</td>
<td>2</td>
</tr>
<tr>
<td>Total Response Provided</td>
<td>5</td>
</tr>
<tr>
<td><strong>Total Personnel Required</strong></td>
<td><strong>2</strong></td>
</tr>
<tr>
<td>Critical Task</td>
<td>Needed Personnel</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Patient Care</td>
<td>2</td>
</tr>
<tr>
<td>Patient Transport / Support</td>
<td>2</td>
</tr>
<tr>
<td>Total Personnel Required</td>
<td>4</td>
</tr>
</tbody>
</table>

Table 39: Resource Allocation for EMS - Moderate Risk (Bravo/Charlie)

<table>
<thead>
<tr>
<th>Responding Units</th>
<th>Minimum Staffing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine</td>
<td>3</td>
</tr>
<tr>
<td>Ambulance</td>
<td>2</td>
</tr>
<tr>
<td>Total Response Provided</td>
<td>5</td>
</tr>
<tr>
<td>Total Personnel Required</td>
<td>4</td>
</tr>
</tbody>
</table>

Table 40: Emergency Medical Incident – High Risk (Delta/Echo)

<table>
<thead>
<tr>
<th>Critical Task</th>
<th>Needed Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patient Care</td>
<td>3</td>
</tr>
<tr>
<td>Patient Transportation / Support</td>
<td>2</td>
</tr>
<tr>
<td>Total Response Provided</td>
<td>5</td>
</tr>
<tr>
<td>Total Personnel Required</td>
<td>4</td>
</tr>
</tbody>
</table>

Table 41: Resource Allocation for EMS – High Risk (Delta/Echo)

<table>
<thead>
<tr>
<th>Responding Units</th>
<th>Minimum Staffing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine</td>
<td>3</td>
</tr>
<tr>
<td>Ambulance</td>
<td>2</td>
</tr>
<tr>
<td>Total Response Provided</td>
<td>5</td>
</tr>
<tr>
<td>Total Personnel Required</td>
<td>4</td>
</tr>
</tbody>
</table>

Table 42: Motor Vehicle Crash Without Injuries - Low Risk

<table>
<thead>
<tr>
<th>Critical Task</th>
<th>Needed Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patient Care / Hazard Mitigation</td>
<td>3</td>
</tr>
<tr>
<td>Total Personnel Required</td>
<td>3</td>
</tr>
</tbody>
</table>

Table 43: Resource Allocation for MVC without Injuries - Low Risk

<table>
<thead>
<tr>
<th>Responding Units</th>
<th>Minimum Staffing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine</td>
<td>3</td>
</tr>
<tr>
<td>Total Response Provided</td>
<td>3</td>
</tr>
<tr>
<td>Total Personnel Required</td>
<td>3</td>
</tr>
</tbody>
</table>

Table 44: Motor Vehicle Crash with 1 Patient – Moderate Risk

<table>
<thead>
<tr>
<th>Critical Task</th>
<th>Needed Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patient Care</td>
<td>2</td>
</tr>
<tr>
<td>Scene Safety / Hazard Mitigation</td>
<td>1</td>
</tr>
<tr>
<td>Transport</td>
<td>2</td>
</tr>
<tr>
<td><strong>Total Personnel Required</strong></td>
<td><strong>5</strong></td>
</tr>
</tbody>
</table>
Table 45: Resource Allocation for Motor Vehicle Crash with 1 Patient – Moderate Risk

<table>
<thead>
<tr>
<th>Responding Units</th>
<th>Minimum Staffing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine</td>
<td>3</td>
</tr>
<tr>
<td>Ambulance</td>
<td>2</td>
</tr>
<tr>
<td><strong>Total Response Provided</strong></td>
<td><strong>5</strong></td>
</tr>
<tr>
<td><strong>Total Personnel Required</strong></td>
<td><strong>5</strong></td>
</tr>
</tbody>
</table>
Table 46: Traffic Collision with Extrication – 1 Patient / Fire - High Risk

<table>
<thead>
<tr>
<th>Critical Task</th>
<th>Needed Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incident Command</td>
<td>1</td>
</tr>
<tr>
<td>Patient Care</td>
<td>2</td>
</tr>
<tr>
<td>Scene Safety / Hazard Mitigation</td>
<td>1</td>
</tr>
<tr>
<td>Transport</td>
<td>2</td>
</tr>
<tr>
<td>Extrication</td>
<td>3</td>
</tr>
<tr>
<td><strong>Total Personnel Required</strong></td>
<td><strong>9</strong></td>
</tr>
</tbody>
</table>

Table 47: Resource Allocation for Traffic Collision with Extrication – 1 Patient– High Risk (ALS)

<table>
<thead>
<tr>
<th>Responding Units</th>
<th>Minimum Staffing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Battalion Chief</td>
<td>1</td>
</tr>
<tr>
<td>Engine</td>
<td>3</td>
</tr>
<tr>
<td>Engine</td>
<td>3</td>
</tr>
<tr>
<td>Ambulance</td>
<td>2</td>
</tr>
<tr>
<td><strong>Total Response Provided</strong></td>
<td><strong>9</strong></td>
</tr>
<tr>
<td><strong>Total Personnel Required</strong></td>
<td><strong>9</strong></td>
</tr>
</tbody>
</table>

**Hazardous Materials Services**

Mount Dora is in an area that has relatively few hazardous materials risk potentials from fixed facilities. As the area continues to grow and with the expansion of the Wekiva Parkway, there will continue to be risk for the transportation of hazardous materials. Fire department personnel are trained to the Hazardous Materials First Responder Operational level for hazardous materials, thus making the fire suppression force the first line of response for low-risk events. Low risk events would receive a response for early size-up and hazard abatement within their level of training and resources.

More significant hazardous materials events that require additional resources for decontamination, entry, and medical monitoring receive an upgraded response to effectively and efficiently mitigate the event. Moderate and high-risk events are primarily managed utilizing the assistance of the Lake County or Orange County Hazardous Materials Teams in accordance with current Mutual Aid Agreements.

**Community Service Demands**

Fortunately, for the Department the community’s demand for hazardous materials services is limited. While there is a potential exposure to hazardous materials risk in most every community, the demand for responses is low. This category accounted for 40 unique dispatches in Fiscal Year 2015, or 1.1% of the total call volume. Hazardous materials responses are included in this category and data is reproduced below.
Table 48: Number of Calls, Number of Responses, and Total Busy Time by Program in 2015

<table>
<thead>
<tr>
<th>Call Category</th>
<th>Number of Calls</th>
<th>Number of Responses</th>
<th>Average Responses per Call</th>
<th>Total Busy Hours</th>
<th>Average Busy Minutes per Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMS</td>
<td>2,684</td>
<td>3,405</td>
<td>1.3</td>
<td>975</td>
<td>17.2</td>
</tr>
<tr>
<td>Fire</td>
<td>835</td>
<td>1,301</td>
<td>1.6</td>
<td>452</td>
<td>20.9</td>
</tr>
<tr>
<td>Rescue</td>
<td>6</td>
<td>13</td>
<td>2.2</td>
<td>7</td>
<td>34.2</td>
</tr>
<tr>
<td>Hazmat</td>
<td>40</td>
<td>53</td>
<td>1.3</td>
<td>24</td>
<td>27.3</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>3,565</strong></td>
<td><strong>4,772</strong></td>
<td><strong>1.3</strong></td>
<td><strong>1,459</strong></td>
<td><strong>18.3</strong></td>
</tr>
</tbody>
</table>

The relatively low call volume renders temporal analyses unreliable since the events will be much more random than in larger data sets. In other words, the results would not be intuitive for decision-making and no further analytical analyses were conducted.

However, a geospatial analysis of the requests for hazardous materials incidents was conducted and is represented below. Due to the relatively low frequency of hazardous materials incidents, the geospatial analysis does not opine on a more appropriate location to deploy resources for hazardous materials beyond the current locations. Hazardous materials incidents are relatively evenly distributed across the community. It is important to recognize that the highest quintile concentration is only two calls or more (darkest red).
Community Risks

The community has a relatively low existing hazardous materials risk between the fixed facilities and the transportation routes to move materials. The presence of railway and highways pose a threat to Lake County and surrounding communities although the incidence of occurrence is very low. Lake County has 12 major highways and several of these passes through heavily populated areas increasing the risk for casualty and disruption of vital evacuation routes, therefore there is some associated risk with the ground transportation of hazardous materials into Mount Dora and surrounding Lake County communities. Lake County has approximately 200 facilities that report under Section 302 that contain at any time an Extremely Hazardous Substance (EHS) over the threshold planning quantity. Much of Lake County is rural residential or agricultural. Many properties have sheds, barns and storage buildings, which contain a mixed group of chemicals, insecticides, fertilizers, and other common household or agricultural products. It is assumed most of these materials are in such small quantity as to minimize the
concern for a full Hazmat incident. Lake County Emergency Management coordinates the county’s Comprehensive Emergency Management Plan (CEMP).

**Probability/Consequence of Hazardous Materials Risk**

The department completed analyses for the probability and consequence of hazardous materials events. In this case, the risks for hazardous materials are greater than the historical experience. Therefore, the consequence portion of the matrix had greater influence on the risk classification than the probability. All hazardous materials events are relatively low frequency as compared to other community service demands but the consequence of events could be significant. A probability and consequences risk matrix was developed and is presented below.

**Figure 42: Probability and Consequence Hazardous Materials Risk Matrix**

![Probability and Consequence Hazardous Materials Risk Matrix](image)

---

Figure 43: 3-Dimensional Risk Profile for Hazardous Materials Events

![3-Dimensional Risk Profile for Hazardous Materials Events](image)

### Critical Task Analysis

The Department staff analyzed the critical tasks required for the mitigation of the various hazardous materials risks in the community. Critical tasks for low, moderate, and high risk events are presented as well as the resources allocated to each event below.

**Table 49: Hazardous Materials Event - Low Risk**

<table>
<thead>
<tr>
<th>Critical Task</th>
<th>Needed Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Command / Control</td>
<td>1</td>
</tr>
<tr>
<td>Investigate</td>
<td>2</td>
</tr>
<tr>
<td><strong>Total Personnel Required</strong></td>
<td><strong>3</strong></td>
</tr>
</tbody>
</table>

**Table 50: Resource Allocation for Hazardous Materials Events - Low Risk**

<table>
<thead>
<tr>
<th>Responding Units</th>
<th>Minimum Staffing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine</td>
<td>3</td>
</tr>
<tr>
<td><strong>Total Response Provided</strong></td>
<td><strong>3</strong></td>
</tr>
<tr>
<td><strong>Total Personnel Required</strong></td>
<td><strong>3</strong></td>
</tr>
</tbody>
</table>
Table 51: Hazardous Materials Events - Moderate / High Risk

<table>
<thead>
<tr>
<th>Critical Task</th>
<th>Needed Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Command / Control</td>
<td>1</td>
</tr>
<tr>
<td>Safety Officer</td>
<td>1</td>
</tr>
<tr>
<td>Entry Team</td>
<td>2</td>
</tr>
<tr>
<td>Decon</td>
<td>2</td>
</tr>
<tr>
<td>Technical Assistance</td>
<td>2</td>
</tr>
<tr>
<td>Isolate and Deny Entry / Evacuation</td>
<td>2</td>
</tr>
<tr>
<td>Patient Care / Transport</td>
<td>2</td>
</tr>
<tr>
<td><strong>Total Personnel Required</strong></td>
<td><strong>12</strong></td>
</tr>
</tbody>
</table>

Table 52: Resource Allocation for Hazardous Materials Event - Moderate / High Risk

<table>
<thead>
<tr>
<th>Responding Units</th>
<th>Minimum Staffing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine</td>
<td>3</td>
</tr>
<tr>
<td>Engine</td>
<td>3</td>
</tr>
<tr>
<td>Squad (Lake County Hazmat)</td>
<td>3</td>
</tr>
<tr>
<td>Squad (Lake County Hazmat)</td>
<td>3</td>
</tr>
<tr>
<td>Ambulance</td>
<td>2</td>
</tr>
<tr>
<td>Battalion Chief</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total Response Provided</strong></td>
<td><strong>15</strong></td>
</tr>
<tr>
<td><strong>Total Personnel Required</strong></td>
<td><strong>12</strong></td>
</tr>
</tbody>
</table>

**Rescue Services**

Similar to the Hazardous Materials program, rescue incidents of a more complex nature require the assistance of Lake County and Orange County Technical Rescue Teams. Technical rescue is a relatively broad term and includes responses to a wide variety of incidents such as confined space rescue, low and high angle rescues, and structural collapse. Due to the critical tasking elements necessary for technical rescue events the Department utilizes a tiered response process that begins with Department resources, then escalates to a mutual aid response once the complexity of the incident and the specific resource needs is determined.

**Community Service Demands**

Similar to the analyses for hazardous materials, the demand for technical rescue services is low in relation to the primary service areas. In Fiscal Year 2015, there were 6 rescue incidents dispatched, representing only 0.2% of the total workload. Due to the relatively low community demand for services temporal analyses would not produce intuitive results for decision-making. Therefore, no additional analytical assessments were conducted.

25 Events that exceed county resources can automatically request regional responses and statewide emergency response teams.
Table 53: Number of Calls, Number of Responses, and Total Busy Time by Program in 2015

<table>
<thead>
<tr>
<th>Call Category</th>
<th>Number of Calls</th>
<th>Number of Responses</th>
<th>Average Responses per Call</th>
<th>Total Busy Hours</th>
<th>Average Busy Minutes per Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMS</td>
<td>2,684</td>
<td>3,405</td>
<td>1.3</td>
<td>975</td>
<td>17.2</td>
</tr>
<tr>
<td>Fire</td>
<td>835</td>
<td>1,301</td>
<td>1.6</td>
<td>452</td>
<td>20.9</td>
</tr>
<tr>
<td>Rescue</td>
<td>6</td>
<td>13</td>
<td>2.2</td>
<td>7</td>
<td>34.2</td>
</tr>
<tr>
<td>Hazmat</td>
<td>40</td>
<td>53</td>
<td>1.3</td>
<td>24</td>
<td>27.3</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>3,565</strong></td>
<td><strong>4,772</strong></td>
<td><strong>1.3</strong></td>
<td><strong>1,459</strong></td>
<td><strong>18.3</strong></td>
</tr>
</tbody>
</table>

Similarly, the technical rescue incidents were mapped. Again, the call frequency is relatively infrequent for technical rescue incidents, but the limited data still reflects a bias for incidents occurring in the city core.

Figure 44: Rescue Incidents Heat Map
Community Risks
The city resides within Lake County, FL. As a mixed-density (Urban, Suburban, Rural) region the department has some risk potential for technical rescue incidents due to outdoor recreational activities and the numerous large lakes in the immediate area. Construction demands, ongoing repair to infrastructure, transportation routes, and active railways also provide potential risks.

Probability/Consequence of Technical Rescue Risk
The department completed analyses for the probability and consequence of technical rescue events. In this case, the risks for technical rescue, and the Department’s operational personnel, are greater than the historical experience. Therefore, the consequence portion of the matrix had greater influence on the risk classification than the probability. All technical rescue events are relatively low frequency as compared to other community service demands. A probability and consequences risk matrix was developed and is presented below.

Figure 45: Probability and Consequences Technical Rescue Risk Matrix
Figure 46: 3-Dimensional Model for Technical Rescue Risk

Critical Task Analysis

The Department staff analyzed the critical tasks required for the mitigation of the various technical rescue risks in the community. Critical tasks for moderate and high risk events are presented as well as the resources allocated to each event. The figures below represent the critical tasks.

Table 54: Technical Rescue Event - Low Risk

<table>
<thead>
<tr>
<th>Critical Task</th>
<th>Needed Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Command / Control</td>
<td>1</td>
</tr>
<tr>
<td>Investigate</td>
<td>2</td>
</tr>
<tr>
<td>Total Personnel Required</td>
<td>3</td>
</tr>
</tbody>
</table>

Table 55: Resource Allocation for Hazardous Materials Events - Low Risk

<table>
<thead>
<tr>
<th>Responding Units</th>
<th>Minimum Staffing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine</td>
<td>3</td>
</tr>
<tr>
<td>Total Response Provided</td>
<td>3</td>
</tr>
<tr>
<td>Total Personnel Required</td>
<td>3</td>
</tr>
</tbody>
</table>
### Table 56: Hazardous Materials Events - Moderate / High Risks

<table>
<thead>
<tr>
<th>Critical Task</th>
<th>Needed Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Command / Control</td>
<td>1</td>
</tr>
<tr>
<td>Safety Officer</td>
<td>1</td>
</tr>
<tr>
<td>Entry Team</td>
<td>2</td>
</tr>
<tr>
<td>Back-up Team</td>
<td>2</td>
</tr>
<tr>
<td>Technical Assistance</td>
<td>2</td>
</tr>
<tr>
<td>Support</td>
<td>2</td>
</tr>
<tr>
<td>Patient Care / Transport</td>
<td>2</td>
</tr>
<tr>
<td><strong>Total Personnel Required</strong></td>
<td><strong>12</strong></td>
</tr>
</tbody>
</table>

### Table 57: Resource Allocation for Hazardous Materials Event - Moderate / High Risks

<table>
<thead>
<tr>
<th>Responding Units</th>
<th>Minimum Staffing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine</td>
<td>3</td>
</tr>
<tr>
<td>Engine</td>
<td>3</td>
</tr>
<tr>
<td>Squad (Lake County)</td>
<td>3</td>
</tr>
<tr>
<td>Squad (Lake County)</td>
<td>3</td>
</tr>
<tr>
<td>Ambulance</td>
<td>2</td>
</tr>
<tr>
<td>Battalion Chief</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total Response Provided</strong></td>
<td><strong>15</strong></td>
</tr>
<tr>
<td><strong>Total Personnel Required</strong></td>
<td><strong>12</strong></td>
</tr>
</tbody>
</table>

26 Events that exceed county resources can automatically request regional responses and statewide emergency response teams.
REVIEW OF SYSTEM PERFORMANCE

The first step in determining the current state of the Mount Dora Fire Department’s deployment model is to establish baseline measures of performance. This analysis is crucial to the ability to discuss alternatives to the status quo and in identifying opportunities for improvement. This portion of the analysis will focus efforts on elements of response time and the cascade of events that lead to timely response with the appropriate apparatus and personnel to mitigate the event. Response time goals should be looked at in terms of total response time, which includes the dispatch or call processing time, turnout time, and travel time, respectively.

Cascade of Events

The cascade of events is the sum of the individual elements of time beginning with a state of normalcy and continuing until normalcy is once again returned through the mitigation of the event. The elements of time that are important to the ultimate outcome of a structure fire or critical medical emergency begin with the initiation of the event. For example, the first on-set of chest pain begins the biological and scientific time clock for heart damage irrespective of when 911 is notified. Similarly, a fire may begin and burn undetected for a period of time before the fire department is notified. The emergency response system does not have control over the time interval for manual recognition or the choice to request assistance.

Therefore, the Mount Dora Fire Department utilizes quantifiable “hard” data points to measure and manage system performance. These elements include alarm processing, turnout time, travel time, and the time spent on-scene. An example of the cascade of events and the elements of performance utilized by the Department is provided in the figure below.27

Detection

Is defined as the element of time between the time an event occurs and someone detects it and the emergency response system has been notified. This is typically accomplished by calling the 911 Public Safety Answering Point (PSAP). The City of Mount Dora PSAP is the combined operated Communications Center (Comm Center) with Lake EMS.

Call Processing

This is the element of time measured between when Comm Center answers the 911 call, processes the information, and subsequently dispatches Department resources.

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**Turnout Time**

This is the element of time that is measured between the time the fire department is dispatched or alerted of the emergency incident and the time when the fire apparatus or ambulance is enroute to the call.

**Travel Time**

The travel time is the element of time between when the unit went enroute, or began to travel to the incident, and their arrival on-scene.

**Total Response Time**

The total response time is the total time required to arrive on-scene beginning with Comm Center answering the phone request for service and the time that the units arrive on-scene.

*Figure 47: Cascade of Events*
Response Time Continuum

Fire

The number one priority with structural fire incidents is to save lives followed by the minimization of property damage. A direct relationship exists between the timeliness of the response and the survivability of unprotected occupants and property damage. The most identifiable point of fire behavior is Flashover.

Flashover is the point in fire growth where the contents of an entire area, including the smoke, reach their ignition temperature, resulting in a rapid-fire growth rendering the area unsurvivable by civilians and untenable for firefighters. Best practices would result in the fire department arriving and attacking the fire prior to the point of flashover. A representation of the traditional time temperature curve and the cascade of events is provided below.28

Figure 48: Example of Traditional Time Temperature Curve

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Recent studies by Underwriter’s Laboratories (UL) have found that in compartment fires such as structure fires, flashover occurs within 4 minutes in modern fire environment. Modern home environments differ from traditional home environments with the addition of consumer furnishings made from petroleum-based products such as foam cushions and plastics. A compounding effect is also due to the advances in energy efficiency such as found in modern windows, insulation, etc. In addition, the UL research has identified an updated time temperature curve due to fires being ventilation controlled rather than fuel controlled as represented in the traditional time temperature curve. While this ventilation controlled environment continues to provide a high risk to unprotected occupants to smoke and high heat, it does provide some advantage to property conservation efforts as water may be applied to the fire prior to ventilation and the subsequent flashover. An example of UL’s ventilation controlled time temperature curve is provided below.29

**Figure 49: Ventilation Controlled Time Temperature Curve**

---

**EMS**

The effective response to Emergency Medical Service (EMS) incidents also has a direct correlation to the ability to respond within a specified period. However, unlike structure fires, responding to EMS incidents introduces considerable variability in the level of clinical acuity. From this perspective, the association of response time and clinical outcome varies depending on the severity of the injury or the illness. Research has demonstrated that the overwhelming majority of requests for EMS services are not time sensitive between 5 minutes and 11 minutes.

---

for emergency and 13 minutes for non-emergency responses.30 The 12-minute upper threshold is only the upper limit of the available research and is not a clinically significant time measure, as patients were not found to have a significantly different clinical outcome when the 12-minute threshold was exceeded.31

Out of hospital sudden cardiac arrest is the most identifiable and measured incident type for EMS. In an effort to demonstrate the relationship between response time and clinical outcome, a representation of the cascade of events and the time to defibrillation (shock) is presented below. The American Heart Association (AHA) has determined that brain damage will begin to occur between four and six minutes and become irreversible after 10 minutes without intervention.

Modern sudden cardiac arrest protocols recognize that high quality Cardio-Pulmonary Resuscitation (CPR) at the Basic Life Support (BLS) level is a quality intervention until defibrillation can be delivered in shockable rhythms. The figure 32 below is representative of a sudden cardiac arrest that is presenting in a shockable heart rhythm such as Ventricular Fibrillation (V-Fib) or Ventricular Tachycardia (V-Tach).

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It is important to note that many confounding variables are present in any of the broad response time to outcome relationships. For example, the recognition and detection phase previously discussed could have the greatest impact on the efficacy of the response system.

**Distribution Factors**

*Comparison of Workloads by Demand Zone*

Another method of assessing the effectiveness of the distribution model is to analyze the demand for services across the distribution model. Workload is assessed at the station demand zone level and at the individual unit level.

Analyses illustrate that Station Demand Zones 34 is the top demand zone, and is assigned approximately 66% of the department’s workload. Results are presented below.
Figure 51: Department Workload by Station Demand Zone

Table 58: Department Workload by Station Demand Zone

<table>
<thead>
<tr>
<th>First Due Station</th>
<th>Number of Responses</th>
<th>Responses per Day</th>
<th>Percent of Department Workload</th>
</tr>
</thead>
<tbody>
<tr>
<td>34</td>
<td>3,159</td>
<td>8.7</td>
<td>66.2</td>
</tr>
<tr>
<td>35</td>
<td>1,611</td>
<td>4.4</td>
<td>33.8</td>
</tr>
<tr>
<td>Total</td>
<td>4,772</td>
<td>13.1</td>
<td>100.0</td>
</tr>
</tbody>
</table>

An evaluation of the number of responses by unit is provided as well. Rescue 34 made the most responses, followed by Engine 35 and then Engine 34, respectively. All other vehicles are cross-staffed units.
**Comparison of Workloads by Unit Hour Utilization (UHU)**

Another measure, time on task, is necessary to evaluate best practices in efficient system delivery and consider the impact workload has on personnel. Unit Hour Utilization (UHU) determinants were developed by mathematical model. This model includes both the proportion of calls handled in each major service area (Fire, EMS, Rescue, and Hazmat) and total unit time on task for these service categories in 2014. The resulting UHU’s represent the percentage of the work period (24 hours) that is utilized responding to requests for service. Historically, the International Association of Fire Fighters (IAFF) has recommended that 24-hour units utilize 0.30, or 30% workload as an upper threshold. In other words this recommendation would have personnel spend no more than eight (8) hours per day on emergency incidents. These thresholds take into consideration the necessity to accomplish non-emergency activities such as training, health and wellness, public education, and fire inspections. The 4th edition of the IAFF EMS Guidebook no longer specifically identifies an upper threshold. However, FITCH recommends that an upper unit utilization threshold of approximately .25 to .30, would be considered best practice. In other words, units and personnel should not exceed 30%, or eight (8) hours, of their workday responding to calls. These recommendations are also validated in the literature. For example, in their review of the City of Rolling Meadows, the Illinois Fire Chiefs Association utilized a UHU threshold of .30 as an indication to add additional resources.

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Similarly, in a standards of cover study facilitated by the Center for Public Safety Excellence, the Castle Rock Fire and Rescue Department utilizes a UHU of .30 as the upper limit in their standards of cover due to the necessity to accomplish other non-emergency activities.\textsuperscript{35}

These thresholds take into consideration the necessity to accomplish non-emergency activities such as training, health and wellness, public education, and fire inspections.

In Mount Dora Fire Department, Rescue 34 had the highest utilization rate at 8.2%. Engine 35 had utilization rate of 4.4% and Engine 34 had utilization rate of 4.1%. Overall, the three full-time units (staffed 24/7) combined had a utilization rate of 5.6%. All unit utilizations were below 30%. At the current workload utilization rates, Mount Dora Fire Department is well below the industry threshold for utilization.

\textit{Figure 53: Unit Hour Utilization}

\textit{Description of First Arriving Unit Performance}

Analyses of the response characteristics of the first arriving units were conducted. This analysis focused on first arriving unit. Overall Mount Dora has a mean dispatch time of 72 seconds or two minutes at the 90\textsuperscript{th} percentile. The department has a mean turnout time of 42 seconds, or one minute and 18 seconds at the 90\textsuperscript{th} percentile. A total of 78\% of calls experienced the turnout time less than 60 seconds.

The travel time for all first arriving unit responses were calculated irrespective of their assigned station FDZ. In other words, this analysis describes the first arriving unit to the scene. The mean travel time was four minutes and 54 seconds. Performance at the 90th percentile was eight minutes. A total of 61% of calls experienced the travel time less than five minutes.

The “total response time” is defined as the time from call entry through unit arriving on scene. The mean response time is six minutes and 48 seconds. Performance at the 90th percentile is ten minutes and 12 seconds. Results of first arriving unit performance are provided below.

**Table 59: Average Dispatch, Turnout and Travel Time by Category**

<table>
<thead>
<tr>
<th>Call Category</th>
<th>Dispatch Time</th>
<th>Turnout Time</th>
<th>Travel Time</th>
<th>Response Time</th>
<th>Sample Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMS</td>
<td>1:12</td>
<td>0:42</td>
<td>4:48</td>
<td>6:42</td>
<td>1,822</td>
</tr>
<tr>
<td>Fire</td>
<td>1:24</td>
<td>0:54</td>
<td>5:12</td>
<td>7:30</td>
<td>259</td>
</tr>
<tr>
<td>Rescue</td>
<td>1:12</td>
<td>0:48</td>
<td>5:42</td>
<td>7:42</td>
<td>6</td>
</tr>
<tr>
<td>Hazmat</td>
<td>1:06</td>
<td>0:48</td>
<td>5:36</td>
<td>7:30</td>
<td>38</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1:12</strong></td>
<td><strong>0:42</strong></td>
<td><strong>4:54</strong></td>
<td><strong>6:48</strong></td>
<td><strong>2,125</strong></td>
</tr>
</tbody>
</table>

**Table 60: 90th Percentile Dispatch, Turnout and Travel Time of First Arriving Units by Call Category**

<table>
<thead>
<tr>
<th>Program</th>
<th>Dispatch Time</th>
<th>Turnout Time</th>
<th>Travel Time</th>
<th>Response Time</th>
<th>Sample Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMS</td>
<td>1:54</td>
<td>1:12</td>
<td>7:48</td>
<td>9:54</td>
<td>1,822</td>
</tr>
<tr>
<td>Fire</td>
<td>2:24</td>
<td>1:36</td>
<td>9:18</td>
<td>11:36</td>
<td>259</td>
</tr>
<tr>
<td>Rescue</td>
<td>1:36</td>
<td>1:54</td>
<td>12:30</td>
<td>13:48</td>
<td>6</td>
</tr>
<tr>
<td>Hazmat</td>
<td>1:54</td>
<td>1:18</td>
<td>10:42</td>
<td>12:42</td>
<td>38</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2:00</strong></td>
<td><strong>1:18</strong></td>
<td><strong>8:00</strong></td>
<td><strong>10:12</strong></td>
<td><strong>2,125</strong></td>
</tr>
</tbody>
</table>

**Comparison of First Arriving Unit Response Time by Station Demand Zone**

The CAD data did not have first due station territories geo-fenced in the available data. Therefore, a more granular analysis of the first arriving unit performance, restricted to the first due station areas, is not feasible. Lake County is currently entering a procurement process for a new CAD system that should have the capabilities to identify first due territories.

Therefore, geospatial analyses were conducted to evaluate response time capabilities of the individual response territories as a surrogate for quantitative historical performance. First, the most parsimonious model is a 6-minute travel time capability. Analyses of a 6-minute travel time revealed that the department could response to approximately 85% of calls within 6-minutes or less. When considering the visual map, the areas not shaded in green and not within the city response area, represent approximately 15% of the requests for service.
Table 61: Marginal Fire Station Contribution for 6-Minute Travel Time

<table>
<thead>
<tr>
<th>Rank</th>
<th>Station Number</th>
<th>Station Capture</th>
<th>Total Capture</th>
<th>Percent Capture</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MT34</td>
<td>2,386</td>
<td>2,386</td>
<td>55.21%</td>
</tr>
<tr>
<td>2</td>
<td>MT35</td>
<td>1,273</td>
<td>3,659</td>
<td>84.66%</td>
</tr>
</tbody>
</table>

Figure 54: Current Stations with a 6-Minute Travel Time at the 90th Percentile

Similarly, a 7-minute plan was evaluated. The 7-minute assessment demonstrates the relative capacity to improve overall response time within the existing deployment configuration. The fully implemented deployment plan would achieve approximately 88% coverage within 7 minutes or less. Data are provided below.

Table 62: Marginal Fire Station Contribution for 7-Minute Travel Time

<table>
<thead>
<tr>
<th>Rank</th>
<th>Station Number</th>
<th>Station Capture</th>
<th>Total Capture</th>
<th>Percent Capture</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MT34</td>
<td>3,459</td>
<td>3,459</td>
<td>80.03%</td>
</tr>
<tr>
<td>2</td>
<td>MT35</td>
<td>348</td>
<td>3,807</td>
<td>88.08%</td>
</tr>
</tbody>
</table>
Concentration of Risks by Demand Zone

Analyses were conducted to describe and measure the relative concentration of risks in each of the fire station demand zones. Therefore, a station demand zone risk matrix was developed to quantitatively evaluate the relative risk by including measures for the frequency of moderate and high risk occupancies in each fire demand zone that are directly correlated to the necessity of higher concentrations of resources. In addition, several measures that both serves the distribution aspect of the risk evaluation, but also contributes to the need for higher concentrations of resources. For example, a higher call volume may serve to drive the need for additional resources to cover the community’s demand.

The variables included in the risk matrix are the demand for services for each station demand zone, the number of high and moderate-risk occupancies, and the impact of simultaneous events in each station demand zone. All measures were weighted equally, however, two variables have surrogate relationships with historical community demands and one variable is dedicated to prospective occupancy risk. Community demands were rated more heavily in an effort to provide a realistic balance between the risk potential with historical experience. The risk tool and the scoring template are provided below.
### Table 63: Summary of Station Fire Demand Zone Risk Concentration Matrix

<table>
<thead>
<tr>
<th>Risk Class</th>
<th>Community Demand (D)</th>
<th>Reliability (R)</th>
<th>High/Moderate Risk Occupancies (OR)</th>
<th>Total Risk Score</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Value</td>
<td>Scale ( Calls)</td>
<td>Value</td>
<td>Scale (%)</td>
</tr>
<tr>
<td>Maximum</td>
<td>≥10</td>
<td>≥4,050</td>
<td>≥10</td>
<td>&lt; 50</td>
</tr>
<tr>
<td>High</td>
<td>7 − 9</td>
<td>≥ 2,700 and &lt; 4,049</td>
<td>7</td>
<td>≥ 50 and &lt; 70</td>
</tr>
<tr>
<td>Moderate</td>
<td>4 to 6</td>
<td>≥ 1,350 and &lt; 2,700</td>
<td>5</td>
<td>≥ 70 and &lt; 90</td>
</tr>
<tr>
<td>Low</td>
<td>1 to 3</td>
<td>&lt; 1,350</td>
<td>1</td>
<td>≥ 90</td>
</tr>
</tbody>
</table>

*Definitions for Occupancy Risk Type were provided as part of the full risk assessment previously.*

### Table 64: Station Demand Zone Risk Concentration Matrix

<table>
<thead>
<tr>
<th>Fire Demand Zone</th>
<th>Demand</th>
<th>Risk</th>
<th>Reliability</th>
<th>Risk Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Station 34</td>
<td>7</td>
<td>10</td>
<td>5</td>
<td>High</td>
</tr>
<tr>
<td>Station 35</td>
<td>4</td>
<td>5</td>
<td>1</td>
<td>Low</td>
</tr>
</tbody>
</table>

### Table 65: Station Deployment and Risk Concentration Summary

<table>
<thead>
<tr>
<th>Fire Demand Zone</th>
<th>Engine</th>
<th>Ladder</th>
<th>Rescue</th>
<th>Station Staffing</th>
<th>Total Risk Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Station 34</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>4</td>
<td>65.67</td>
</tr>
<tr>
<td>Station 35</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>14.85</td>
</tr>
</tbody>
</table>

Graphic representations of the three axis risk matrices are provided below. When reviewing these radar figures, the larger the shaded area, the greater the risk. In addition, each axis is labeled so that the reader can determine the relationship between the risk drivers for each station area.
Figure 56: 3-Dimensional Station 34 Risk Profile

Figure 57: 3-Dimensional Station 35 Risk Profile
EFFECTIVE RESPONSE FORCE MAPPING

The relative sample sizes for incidents that assembled the effective response force are not robust enough for detailed quantitative analyses. Therefore, geospatial analyses were utilized to describe the geographic coverage capability for effective response force assembly.

There are two prevailing recommendations for the time to assemble an effective response force for structure fires. First, NFPA 1710 suggests that the Effective Response Force (ERF) should arrive in eight (8) minutes travel time or less. Second, the CFAI provides a baseline travel time performance objective of 10 minutes and 24 seconds 90% of the time or less. Therefore, both 8-minute and 10-minute travel times were created to demonstrate the relative coverage throughout the jurisdiction.

Overall, the ERF coverage is good throughout the centerline of the jurisdiction. However, at 8-minutes, the eastern and western edges become difficult to cover in the same time frame. The 10-minute coverage is more robust.
Figure 58: 8-Minute ERF – All Current Stations
Figure 59: 10-Minute ERF from All Current Stations
However, the Mount Dora Fire Department does not have to rely solely on internal resources for relative infrequent events such as working structure fires. Therefore, analyses were conducted to evaluate the regional capacity to provide for effective response forces at those events. Results for 8 and 10-minute travel times are presented below.

Figure 60: Regional Approach to ERF - 8 Minutes
Reliability Factors

The reliability of the distribution model is a factor of how often the response model is available and able to respond to the call within the assigned demand zone. If at least one unit from Mount Dora Fire Department is able to respond to a call in the city of Mount Dora, we consider the agency is able to respond to the call within the assigned demand zone. We analyzed reliability by granular call type. Overall, Mount Dora Fire Department was able to respond to 73.8% of calls in the city of Mount Dora.

As previously identified, the lack of first due response territories identified in the CAD system, limited the ability to evaluate reliability by station demand zone. Therefore, incidents within Mount Dora were evaluated by call type as an alternative to demand zone.

It is important to note, that the potential exists that some of the incidents received a response without Mount Dora Fire Department resources by design, so the actual reliability performance is expected to be higher than reported. One example may be the utilization of automatic aid
resources as well as the fact that Lake EMS has units positioned in the city that may handle a percentage of calls without fire department first response.

Table 66: Mount Dora Demand: Reliability by Call Type

<table>
<thead>
<tr>
<th>Fire Call Type</th>
<th>w/o Mount Dora Units</th>
<th>with Mount Dora Units</th>
<th>Total</th>
<th>Reliability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cardiac and stroke</td>
<td>114</td>
<td>302</td>
<td>416</td>
<td>72.6%</td>
</tr>
<tr>
<td>Seizure and unconsciousness</td>
<td>79</td>
<td>251</td>
<td>330</td>
<td>76.1%</td>
</tr>
<tr>
<td>Breathing difficulty</td>
<td>76</td>
<td>245</td>
<td>321</td>
<td>76.3%</td>
</tr>
<tr>
<td>Overdose and psychiatric</td>
<td>9</td>
<td>12</td>
<td>21</td>
<td>57.1%</td>
</tr>
<tr>
<td>MVC</td>
<td>48</td>
<td>198</td>
<td>246</td>
<td>80.5%</td>
</tr>
<tr>
<td>Fall and injury</td>
<td>162</td>
<td>582</td>
<td>744</td>
<td>78.2%</td>
</tr>
<tr>
<td>Illness and other</td>
<td>349</td>
<td>1023</td>
<td>1372</td>
<td>74.6%</td>
</tr>
<tr>
<td>Transfer</td>
<td>88</td>
<td>4</td>
<td>92</td>
<td>4.3%</td>
</tr>
<tr>
<td><strong>EMS Total</strong></td>
<td><strong>925</strong></td>
<td><strong>2617</strong></td>
<td><strong>3542</strong></td>
<td><strong>73.9%</strong></td>
</tr>
<tr>
<td>Structure fire</td>
<td>13</td>
<td>38</td>
<td>51</td>
<td>74.5%</td>
</tr>
<tr>
<td>Outside fire</td>
<td>9</td>
<td>23</td>
<td>32</td>
<td>71.9%</td>
</tr>
<tr>
<td>Vehicle fire</td>
<td>1</td>
<td>12</td>
<td>13</td>
<td>92.3%</td>
</tr>
<tr>
<td>Alarm</td>
<td>56</td>
<td>206</td>
<td>262</td>
<td>78.6%</td>
</tr>
<tr>
<td>Public service</td>
<td>95</td>
<td>219</td>
<td>314</td>
<td>69.7%</td>
</tr>
<tr>
<td>Fire other</td>
<td>12</td>
<td>30</td>
<td>42</td>
<td>71.4%</td>
</tr>
<tr>
<td><strong>Fire Total</strong></td>
<td><strong>186</strong></td>
<td><strong>528</strong></td>
<td><strong>714</strong></td>
<td><strong>73.9%</strong></td>
</tr>
<tr>
<td>Rescue</td>
<td>1</td>
<td>6</td>
<td>7</td>
<td>85.7%</td>
</tr>
<tr>
<td>Hazmat</td>
<td>20</td>
<td>38</td>
<td>58</td>
<td>65.5%</td>
</tr>
<tr>
<td><strong>Mount Dora Total</strong></td>
<td><strong>1132</strong></td>
<td><strong>3189</strong></td>
<td><strong>4321</strong></td>
<td><strong>73.8%</strong></td>
</tr>
</tbody>
</table>

Note: This analysis only includes calls in Mount Dora
BASELINE PERFORMANCE TABLES

From 2013 to 2015, the department experienced modest growth on an annualized percentage. These trends are reflective in communities across the nation, and emphasized the need for communities to pay increasing attention to emergency medical services demands by their citizens.

Table 67: Number of Incidents Dispatched by Category and Fiscal Year 2013-2015

<table>
<thead>
<tr>
<th>Call Category</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMS</td>
<td>2,593</td>
<td>2,693</td>
<td>2,684</td>
</tr>
<tr>
<td>Fire</td>
<td>782</td>
<td>935</td>
<td>835</td>
</tr>
<tr>
<td>Rescue</td>
<td>6</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>Hazmat</td>
<td>44</td>
<td>35</td>
<td>40</td>
</tr>
<tr>
<td>Mutual aid</td>
<td>0</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>3,425</td>
<td>3,671</td>
<td>3,565</td>
</tr>
</tbody>
</table>

| Calls per Day | 9.4 | 10.1 | 9.8 |
| YoY % Change  | NA  | 7.2% | -2.9% |

Repeated here for clarity, the table below represents baseline performance for EMS, fire, rescue, and hazmat incidents.

At the 90th percentile, dispatch time was 2.0 minutes; turn out time was 1.3 minutes; travel time was 8.0 minutes; and overall response time at the 90th percentile was 10.2 minutes. Examining only EMS and fire programs, we note the major difference was in travel time - with EMS outperforming fire responses by 1.5 minutes. On the overall response time, EMS outperformed fire by 1.7 minutes.

Table 68: 90th Percentile Dispatch, Turnout and Travel Time of First Arriving Units by Call Category

<table>
<thead>
<tr>
<th>Program</th>
<th>Dispatch Time</th>
<th>Turnout Time</th>
<th>Travel Time</th>
<th>Response Time</th>
<th>Sample Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMS</td>
<td>1:54</td>
<td>1:12</td>
<td>7:48</td>
<td>9:54</td>
<td>1,822</td>
</tr>
<tr>
<td>Fire</td>
<td>2:24</td>
<td>1:36</td>
<td>9:18</td>
<td>11:36</td>
<td>259</td>
</tr>
<tr>
<td>Rescue</td>
<td>1:36</td>
<td>1:54</td>
<td>12:30</td>
<td>13:48</td>
<td>6</td>
</tr>
<tr>
<td>Hazmat</td>
<td>1:54</td>
<td>1:18</td>
<td>10:42</td>
<td>12:42</td>
<td>38</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2:00</strong></td>
<td><strong>1:18</strong></td>
<td><strong>8:00</strong></td>
<td><strong>10:12</strong></td>
<td><strong>2,125</strong></td>
</tr>
</tbody>
</table>

Overall, the aggregate current performance for the department is consistent with baseline recommendations for Urban and Suburban densities from the Commission on Fire Accreditation International (CFAI). The 90th percentile compliance in travel time is shown below, along with that of other industry benchmarks.
Table 69: Benchmark & Comparative Response Time Components

<table>
<thead>
<tr>
<th>Call Category</th>
<th>90th Percentile Travel Time</th>
<th>CFAI 90th Percentile Urban/Suburban Travel Time</th>
<th>CFAI 90th Percentile Rural Travel Time</th>
<th>NFPA 1701 90th Percentile BLS Travel Time</th>
<th>NFPA 1701 90th Percentile ALS Travel Time</th>
<th>USFA 90th Percentile Turnout and Travel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire</td>
<td>9:18</td>
<td>5:12</td>
<td>13:00</td>
<td>4:00</td>
<td>--</td>
<td>10:54</td>
</tr>
<tr>
<td>EMS</td>
<td>7:48</td>
<td>5:12</td>
<td>13:00</td>
<td>--</td>
<td>8:00</td>
<td>10:54</td>
</tr>
</tbody>
</table>

The department can reference the historical performances and make reasonable targets to continuously improve the response process to meet recommended targets by industry standards or best practices.

As Mount Dora considers moving forward as an applicant agency with the Commission on Fire Accreditation International, baseline data tables will have to be completed for the most recent five years. Template tables are provided in the appendices and all times will have to be changed. The baseline tables are differentiated based on risk level and type.

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37 Ibid.


PERFORMANCE OBJECTIVES AND MEASUREMENT

Performance Objectives – Benchmarks

Fire Suppression Services Program
For 90 percent of all structure fires, the total response time for the first-due unit, staffed with 2 firefighters and 1 officer, shall be: 6 minutes in all areas. The first-due unit for all risk levels shall be capable of: initiating command; establishing water supply, requesting additional resources; and initial victim rescue or fire attack. These operations shall be done in accordance with departmental standard operating procedures while providing for the safety of responders and the public.

For 90 percent of all moderate risk structure fires, the total response time for the arrival of the effective response force (ERF), staffed with 11 firefighters and officers, shall be: 10 minutes in all areas. The ERF shall be capable of: establishing command; appointing a site safety officer; providing an uninterrupted water supply; advancing an attack line and a backup line for fire control; complying with the Occupational Safety and Health Administration (OSHA) requirements of two-in and two-out; completing forcible entry; searching and rescuing at-risk victims; ventilating the structure; controlling utilities; and performing salvage and overhaul. These operations shall be done in accordance with departmental standard operating procedures while providing for the safety of responders and the general public.

For 90 percent of all high-risk structure fires, the total response time for the arrival of the effective response force (ERF), staffed with 21 firefighters and officers, shall be: 12 minutes in all areas. The ERF shall be capable of: establishing command; appointing a site safety officer; providing an uninterrupted water supply; advancing an attack line and a backup line for fire control; complying with the Occupational Safety and Health Administration (OSHA) requirements of two-in and two-out; completing forcible entry; searching and rescuing at-risk victims; ventilating the structure; controlling utilities; and performing salvage and overhaul. These operations shall be done in accordance with departmental standard operating procedures while providing for the safety of responders and the general public.

Emergency Medical Services Program
For 90 percent of all EMS responses, the total response time for the arrival of the first-due unit, staffed with a minimum of 1 paramedic and 1 emergency medical technician, shall be: 6 minutes in all areas. The first-due unit shall be capable of: assessing scene safety and establishing command; sizing-up the situation; conducting an initial patient assessment; obtaining vitals and patient’s medical history; initiating mitigation efforts within one minute of arrival; and providing first responder medical aid.

The department relies upon Lake EMS, a third-party provider, to complete the effective response force (ERF) component of its EMS program. For 90 percent of all EMS responses, the
total response time for the arrival of the effective response force, staffed with a minimum of 2 paramedic and 2 emergency medical technician, shall be: 10 minutes in all areas. The effective response force shall be capable of: assessing scene safety and establishing command; sizing-up the situation; conducting an initial patient assessment; obtaining vitals and patient’s medical history; initiating mitigation efforts within one minute of arrival; and providing all treatment and transport activities.

**Hazardous Materials Services Program**

For 90 percent of all hazardous materials response incidents, the total response time for the arrival of the first-due unit, staffed with 2 firefighters and 1 officer, shall be: 6 minutes and 30 seconds all areas. The first-due unit shall be capable of: establishing command; sizing up and assessing the situation to determine the presence of a potential hazardous material or explosive device; determining the need for additional resources; estimating the potential harm without intervention; and begin establishing a hot, warm, and cold zone.

For 90 percent of all moderate/high risk hazardous materials response incidents, the total response time for the arrival of the effective response force (ERF) including the hazardous materials response team, staffed with 12 firefighters and officers, shall be: 10 minutes and 30 seconds in all areas. The ERF shall be capable of: appointing a site safety officer; and providing the equipment, technical expertise, knowledge, skills, and abilities to mitigate a hazardous materials incident in accordance with department standard operating guidelines.

**Rescue Services Program**

For 90 percent of all technical rescue incidents, the total response time for the arrival of the first-due unit, staffed with 2 firefighters and 1 officer, shall be: 6 minutes and 30 seconds in all areas. The first-due unit shall be capable of: establishing command; sizing up to determine if a technical rescue response is required; requesting additional resources; and providing basic life support to any victim without endangering response personnel.

For 90 percent of all technical rescue incidents, the total response time for the arrival of the effective response force (ERF), staffed with 12 firefighters and officers including the technical response team, shall be: 10 minutes and 30 seconds in all areas. The ERF shall be capable of: appointing a site safety officer; establishing patient contact; staging and apparatus set up; providing technical expertise, knowledge, skills, and abilities during technical rescue incidents; and providing first responder medical support.

Summaries of the Department’s benchmarks objectives are presented below.
Table 70: Summary of Mount Dora Fire Department’s Benchmark Objectives

<table>
<thead>
<tr>
<th></th>
<th>Measured at the 90th Percentile</th>
<th>Suppression</th>
<th>ALS</th>
<th>HazMat</th>
<th>Tech Rescue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Call Processing</td>
<td>Pick-up to Dispatch</td>
<td>1:00</td>
<td>1:00</td>
<td>1:00</td>
<td>1:00</td>
</tr>
<tr>
<td>Turnout</td>
<td>Turnout Time 1st Unit</td>
<td>1:00</td>
<td>1:00</td>
<td>1:30</td>
<td>1:30</td>
</tr>
<tr>
<td></td>
<td>Turnout Time for ERF</td>
<td>1:00</td>
<td>1:00</td>
<td>1:30</td>
<td>1:30</td>
</tr>
<tr>
<td>Travel</td>
<td>Travel Time 1st Due</td>
<td>4:00</td>
<td>4:00</td>
<td>4:00</td>
<td>4:00</td>
</tr>
<tr>
<td></td>
<td>Travel Time ERF</td>
<td>8:00</td>
<td>8:00</td>
<td>8:00</td>
<td>8:00</td>
</tr>
<tr>
<td>Total Response Time</td>
<td>Total Response Time 1st Due</td>
<td>6:00</td>
<td>6:00</td>
<td>6:30</td>
<td>6:30</td>
</tr>
<tr>
<td></td>
<td>Total Response Time ERF</td>
<td>10:00</td>
<td>10:00</td>
<td>10:30</td>
<td>10:30</td>
</tr>
</tbody>
</table>

Performance Objectives – Baselines

Fire Suppression Services Program

For 90 percent of all structure fires, the total response time for the arrival of the first-due unit, staffed with 2 firefighters and 1 officer, shall be: 11 minutes and 30 seconds in all areas. The first-due unit for all risk levels shall be capable of: initiating command; establishing water supply, requesting additional resources; and initial victim rescue or fire attack. These operations shall be done in accordance with departmental standard operating procedures while providing for the safety of responders and the public.

For 90 percent of all moderate risk structure fires, the total response time for the arrival of the effective response force (ERF), staffed with 11 firefighters and officers, shall be: 14 minutes in all areas. The ERF shall be capable of: establishing command; appointing a site safety officer; providing an uninterrupted water supply; advancing an attack line and a backup line for fire control; complying with the Occupational Safety and Health Administration (OSHA) requirements of two-in and two-out; completing forcible entry; searching and rescuing at-risk victims; ventilating the structure; controlling utilities; and performing salvage and overhaul. These operations shall be done in accordance with departmental standard operating procedures while providing for the safety of responders and the public.

For 90 percent of all high-risk structure fires, the total response time for the arrival of the effective response force (ERF), staffed with 21 firefighters and officers, shall be: 16 minutes and 30 seconds in all areas. The ERF shall be capable of: establishing command; appointing a site safety officer; providing an uninterrupted water supply; advancing an attack line and a backup line for fire control; complying with the Occupational Safety and Health Administration (OSHA) requirements of two-in and two-out; completing forcible entry; searching and rescuing at-risk victims; ventilating the structure; controlling utilities; and performing salvage and overhaul. These operations shall be done in accordance with departmental standard operating procedures while providing for the safety of responders and the public.
Emergency Medical Services Program

For 90 percent of all EMS responses, the total response time for the arrival of the first-due unit, staffed with a minimum of 2, shall be: 10 minutes in all areas. The first-due unit shall be capable of: assessing scene safety and establishing command; sizing-up the situation; conducting an initial patient assessment; obtaining vitals and patient’s medical history; initiating mitigation efforts within one minute of arrival; and providing first responder medical aid.

The department relies upon Lake EMS, a third-party provider, to complete the effective response force (ERF) component of its EMS program. For 90 percent of all EMS responses, the total response time for the arrival of the effective response force, staffed with a minimum of 2 paramedic and 2 emergency medical technician (4), shall be: 13 minutes and 30 seconds in all areas. The effective response force shall be capable of: assessing scene safety and establishing command; sizing-up the situation; conducting an initial patient assessment; obtaining vitals and patient’s medical history; initiating mitigation efforts within one minute of arrival; and providing all treatment and transport activities.

Hazardous Materials Services Program

For 90 percent of all hazardous materials response incidents, the total response time for the arrival of the first-due unit, staffed with 2 firefighters and 1 officer, shall be: 13 minutes in all areas. The first-due unit shall be capable of: establishing command; sizing up and assessing the situation to determine the presence of a potential hazardous material or explosive device; determining the need for additional resources; estimating the potential harm without intervention; and begin establishing a hot, warm, and cold zone.

For 90 percent of all moderate hazardous materials response incidents, the total response time for the arrival of the effective response force (ERF) including the hazardous materials response team, staffed with 12 firefighters and officers, shall be: 20 minutes in all areas. The ERF shall be capable of: appointing a site safety officer; and providing the equipment, technical expertise, knowledge, skills, and abilities to mitigate a hazardous materials incident in accordance with department standard operating guidelines.

Rescue Services Program

For 90 percent of all technical rescue incidents, the total response time for the arrival of the first-due unit, staffed with 2 firefighters and 1 officer, shall be: 14 minutes in all areas. The first-due unit shall be capable of: establishing command; sizing up to determine if a technical rescue response is required; requesting additional resources; and providing basic life support to any victim without endangering response personnel.

For 90 percent of all technical rescue incidents, the total response time for the arrival of the effective response force (ERF), staffed with 12 firefighters and officers including the technical response team, shall be: 20 minutes all areas. The ERF shall be capable of: appointing a site
safety officer; establishing patient contact; staging and apparatus set up; providing technical expertise, knowledge, skills, and abilities during technical rescue incidents; and providing first responder medical support.

Summaries of the Department’s baseline objectives are presented below.

Table 71: Summary of Mount Dora Fire Department’s Baseline Objectives

<table>
<thead>
<tr>
<th>Measured at the 90th Percentile</th>
<th>Suppression</th>
<th>ALS</th>
<th>HazMat</th>
<th>Tech Rescue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Call Processing</td>
<td>Pick-up to Dispatch</td>
<td>2:00</td>
<td>2:00</td>
<td>2:00</td>
</tr>
<tr>
<td>Turnout</td>
<td>Turnout Time 1st Unit</td>
<td>1:30</td>
<td>1:30</td>
<td>1:30</td>
</tr>
<tr>
<td></td>
<td>Turnout Time for ERF</td>
<td>1:30</td>
<td>1:30</td>
<td>1:30</td>
</tr>
<tr>
<td>Travel</td>
<td>Travel Time 1st Due</td>
<td>9:30</td>
<td>8:00</td>
<td>12:30</td>
</tr>
<tr>
<td></td>
<td>Travel Time ERF</td>
<td>10:30</td>
<td>10:00</td>
<td>11:00</td>
</tr>
<tr>
<td>Total Response Time</td>
<td>Total Response Time 1st Due</td>
<td>11:30</td>
<td>10:00</td>
<td>13:00</td>
</tr>
<tr>
<td></td>
<td>Total Response Time ERF</td>
<td>16:30</td>
<td>13:30</td>
<td>20:00</td>
</tr>
</tbody>
</table>
COMPLIANCE METHODOLOGY

This Standards of Response Coverage document is designed to guide the Department to continuously monitor performance, seek areas for improvement, and to clearly articulate service levels and performance to the community we have the privilege of serving. Therefore, the Fire Chief has established a Compliance Team to continuously monitor elements of this SOC and make recommendations for system adjustments or improvement quarterly.

Compliance Team / Responsibility

The Compliance Team will consist of the following department members (TBD) and will have the responsibility of continuously monitoring changes in risk, community service demands, and department performance in each program area, fire department demand zone, and/or risk category.

- Chair – Deputy Chief
- Member – SOC Representative
- Member – Community Risk Reduction Representative
- Member – EMS Representative

Performance Evaluation and Compliance Strategy

The Mount Dora Fire Department will evaluate system performance by measuring first due unit performance at the 90th percentile quarterly and annually. In addition, the Department will evaluate first due performance by each individual fire station demand zone and by program area. Measures for the effective response force by each program area, fire station demand zone, and risk category will be evaluated annually. Annual reviews will be conducted in January of each year regarding the previous year. All response performance monitoring will exclusively evaluate emergency responses.

The compliance team will determine the strengths, weaknesses, opportunities, and threats of the system performance annually and make recommendations for system adjustments to the Fire Chief. Finally, the Department will annually update and evaluate the risk assessment matrices for relevancy and changes in community risk.

Compliance Verification Reporting

The compliance team will communicate results of the period evaluations to the Fire Chief. The Fire Chief will disseminate the quarterly and annual results and any system adjustments in a timely manner so that both performance measurement and continuous improvement becomes part of the organization’s culture. All performance and risk measures will be reported to the City Manager and/or City Council and available to the community annually.
Constant Improvement Strategy

The Department utilizes the following conceptual model to facilitate both compliance and continuous improvement.

Figure 62: Continuous Improvement and Compliance Model
OVERALL EVALUATION, CONCLUSIONS, AND RECOMMENDATIONS

Overall Evaluation

The overall evaluation is the final component of the Standards of Cover (SOC) process. As a risk-based process that incorporates risk, mitigation, and outcomes measures, both the department and the city’s leadership can more easily discuss service levels, outcomes, and the associated cost allocations based on community risk.

Overall, the department is well performing within the current system. The community enjoys high quality services from a professional and well-trained department. Predominantly, the department’s distribution and concentration delivery models are appropriately aligned with the community’s unique risks. However, there are areas that have been identified that the department could make incremental system adjustments to improve. These areas – station placement and response time performance and communications center data capabilities – are addressed below.

General Observations

Response Time

The Department has not established goals for system performance prior to the completion of this SOC. With respect to response time performance, the Department is challenged to meet nationally recommended goals for travel time. The aggregate performance is more representative of the system performance. The individual station demand zones performance could not be analyzed to better understand the compartmentalized performance because the first due territories were not identified in the CAD system. This SOC is intended to establish baseline and benchmark (goals) performance objectives for the department, as provided above.

Observations and remedies:
- The community and department would benefit from established performance goals.
- The department has not previously utilized a separate baseline performance and a desired goal system.
- The department could impact the total response time in most instances with the improvement of call processing and crew turnout time.
- Call processing and turnout time performance is typically within personnel and management control of the respective agencies.
- The Department currently is performing (aggregate 2015) within an 8-minute travel time for all incidents.
- For the immediate and near future, it is recommended that the City and Department codify an 8-minute travel time as the systems baseline objective.
- It is recommended that the City and Department adopt a 5 or 6-minute travel time baseline that is aligned with the addition of a third station.
- It is recommended that a second continuously staffed unit be placed in service at Station 34 to meet both the demand and the potential risk downtown.

**Communications Center & Data Capabilities**

As noted above, the Communications Center may not be processing calls for service within nationally recommended guidelines. However, the proliferation of cell-phone interaction with 911 centers has significantly elongated the period for location identification. Additionally, as compared to most agencies that provide call triage services, 2-minutes or less at the 90th percentile would be considered both realistic and good performance. Overall, this contributes to the customer’s experience of the overall response time.

Lake EMS, whom provides the 911-dispatch services for Mount Dora, went through an implementation of the call triaging process in 2015. Therefore, it is expected that the call triaging (MPDS) data will become more robust in 2016 and beyond. In addition, it is recommended that the department only consider “emergency” responses in their calculations for call processing. For example, it is assumed that the call processing for a high acuity call will be much closer to the desired performance than a low acuity non-emergent call.

**Observations and remedies:**
- Only include emergency responses in evaluation of call processing time

The current CAD system did not have first due response territories defined in the data for Mount Dora. Approximately, half of the departments had geo-fenced station areas in Lake County, so the capability existed prior to this review. It is unclear what historical influences were present in the decision process. However, moving forward, Lake EMS is beginning a procurement process for a new CAD system that should be able to accommodate greater flexibility, if needed, to identify first due territories.

**Observations and remedies:**
- The lack of first due territories limited the evaluation of reliability, call concurrency, within station effective response force calculations, and within station unit performance
- With the implementation of the new CAD system, it is recommended that Mount Dora work with Lake EMS to create GIS station planning area demand zones (Shape files)

**Internal Performance Goals and the Distribution of Resources**

The establishment and/or adoption of desired performance baselines and benchmarks are an important consideration for communities. Larger communities typically have clearly delineated performance thresholds available for the decision process. First, the quantitative analyses suggest an aggregated citywide travel time of 8-minutes at the 90th percentile. However, the geospatial analyses suggest that the department could perform closer to 6-minutes.
A few factors can contribute to these findings. First, the depth of resources is not appropriate for the deployment plan to be successful. For example, the data indicates that a minimum of 3-continuously staffed units is necessary to achieve the desired performance. However, if the department continuously staffs two-units and cross-staffs the third unit, then the actual performance will be closer to the predictions of a one-station model. Specifically, if you look at the travel time performance for the 8-minute travel time, the analyses demonstrate that one-station could cover nearly 90% of all incidents from Station 34. This would be validated for all of the times that one of the stations were out on a call, the residual travel time would be 8-minutes attempting to cover the entire jurisdiction. Similarly, if one of the two staffed units were out of service for administrative or mechanical reasons, then the performance would drift towards the 8-minute mark.

The data would appear to validate these assumptions as the 61% of the historical performance was within 4-minutes travel time. Therefore, a second potential influencing factor could be the distribution of incidents with respect to the current station placement. This is suggested in the geospatial analysis as well. If you consider the progression from 6-minutes to 8-minutes, you can see that the percentage of calls/risk captured only increases by 3% between 6-minutes and 7-minutes and approximately 2% between 7-minutes and 8-minutes. This suggests that the greatest concentration of calls exist within the 4 to 6 minutes’ drive time from the current stations. The additional time did not provide a linear increase in capture.

Therefore, through the lens of the fire accreditation model, the baseline objectives must be obtained by the agency, indicating that the agency should adopt an 8-minute travel time. However, the data would suggest that the department’s actual capabilities could be closer to 4 to 6-minutes with changes to the deployment model such as optimized station locations, utilizing a three-station model, and providing the appropriate depth of resources to cover the community demands for service.

| Rank | Station Number | Urban/Rural | Station Capture | Total Capture | Percent Capture |
|------|----------------|-------------|----------------|--------------|----------------|----------------|
| 4-Minute Travel Time | 1 | 34 | U | 1,701 | 1,701 | 39.36% |
| 2 | 35 | U | 1,036 | 2,737 | 63.33% |
| 6-Minute Travel Time | 1 | 34 | U | 2,386 | 2,386 | 55.21% |
| 2 | 35 | U | 1,273 | 3,659 | 84.66% |
| 7-Minute Travel Time | 1 | 34 | U | 3,459 | 3,459 | 80.03% |
| 2 | 35 | U | 348 | 3,807 | 88.08% |
| 8-Minute Travel Time | 1 | 34 | U | 3,886 | 3,886 | 89.91% |
| 2 | 35 | U | 36 | 3,922 | 90.75% |
Evaluation of Client Identified Locations – 3-Station Models

It is understood that optimized locations may not coincide with the availability or tenability of land options. Therefore, the department must consider the reality of closely approximating optimized locations and identifying available locations. The Department provided three general block ranges to evaluate. The FITCH team attempted to choose locations in the middle of the generalized block ranges provided by the department. Analyses were completed for 4, 5, and 6-minute travel times.

The three locations included the following locations:
- Intersection of Old 441 and Gorden Lane
- Intersection of East 1st Avenue and Rossitier Street
- Intersection of Limit Avenue and Highland Street

First, a four-minute travel time was evaluated. In comparison to the optimized 3-station model, this model is nearly as proficient at close to 84%. The results are presented below in both tabular and mapping output. The optimized locations are plotted on the map to demonstrate the relative alignment of the two models.

Table 73: Marginal Fire Station Contribution for Client Proposed Locations 4-Minute Travel Time

<table>
<thead>
<tr>
<th>Rank</th>
<th>Station Number</th>
<th>Station Capture</th>
<th>Total Capture</th>
<th>Percent Capture</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PL1</td>
<td>1,658</td>
<td>1,658</td>
<td>38.36%</td>
</tr>
<tr>
<td>2</td>
<td>PL3</td>
<td>1,558</td>
<td>3,216</td>
<td>74.41%</td>
</tr>
<tr>
<td>3</td>
<td>PL2</td>
<td>402</td>
<td>3,618</td>
<td>83.71%</td>
</tr>
</tbody>
</table>
Second, a five-minute travel time was evaluated. This model demonstrates that approximately 90% of all incidents could be responded to within 5-minutes or less. The results are presented below in both tabular and mapping output.

**Table 74: Marginal Fire Station Contribution for Client Proposed Locations 5-Minute Travel Time**

<table>
<thead>
<tr>
<th>Rank</th>
<th>Station Number</th>
<th>Station Capture</th>
<th>Total Capture</th>
<th>Percent Capture</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PL1</td>
<td>2,149</td>
<td>2,149</td>
<td>49.72%</td>
</tr>
<tr>
<td>2</td>
<td>PL3</td>
<td>1,504</td>
<td>3,653</td>
<td>84.52%</td>
</tr>
<tr>
<td>3</td>
<td>PL2</td>
<td>217</td>
<td>3,870</td>
<td>89.54%</td>
</tr>
</tbody>
</table>
Finally, a six-minute travel time was evaluated. This model demonstrates that approximately 91.46% of all incidents could be responded to within 6-minutes or less. The increase from 5-minutes to 6-minutes only improved capture by approximately 1%. Therefore, the five-minute model has the most merit for accurately identifying the quality in the Department’s performance. The results are presented below in both tabular and mapping output.

### Table 75: Marginal Fire Station Contribution for Client Proposed Locations 6-Minute Travel Time

<table>
<thead>
<tr>
<th>Rank</th>
<th>Station Number</th>
<th>Station Capture</th>
<th>Total Capture</th>
<th>Percent Capture</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PL1</td>
<td>2,410</td>
<td>2,410</td>
<td>55.76%</td>
</tr>
<tr>
<td>2</td>
<td>PL3</td>
<td>1,449</td>
<td>3,859</td>
<td>89.29%</td>
</tr>
<tr>
<td>3</td>
<td>PL2</td>
<td>94</td>
<td>3,953</td>
<td>91.46%</td>
</tr>
</tbody>
</table>
It is recommended that the Department consider adopting a 5-minute travel time at the 90th percentile once the desired station configuration has been fully implemented. The 5-minute travel time would be well aligned with the historic recommendations from the Commission on Fire Accreditation International.
Table 76: Summary of Proposed 3-Station Marginal Fire Station Contribution for Various Travel Time Goals

<table>
<thead>
<tr>
<th>Rank</th>
<th>Station Number</th>
<th>Urban/Rural</th>
<th>Station Capture</th>
<th>Total Capture</th>
<th>Percent Capture</th>
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<tr>
<td>4-Minute Travel Time</td>
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<tr>
<td>1</td>
<td>PL1</td>
<td>U</td>
<td>1,658</td>
<td>1,658</td>
<td>38.36%</td>
</tr>
<tr>
<td>2</td>
<td>PL3</td>
<td>U</td>
<td>1,558</td>
<td>3,216</td>
<td>74.41%</td>
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<td>PL2</td>
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<td>83.71%</td>
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<td>5-Minute Travel Time</td>
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<tr>
<td>1</td>
<td>PL1</td>
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<tr>
<td>6-Minute Travel Time</td>
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<td>3,953</td>
<td>91.46%</td>
</tr>
</tbody>
</table>

Risk-based Approach to the Allocation of Resources

Following a risk-based approach to managing risk in the District, Station 34’s FDZ qualified as high-risk demand zone. Station 35 has a low risk rating. Through a risk-based lens, Station 34 should have a greater concentration of personnel and resources to meet the higher risk. This works well since a third staffed unit is needed to improve the gap in performance identified between the quantitative analyses and the geospatial modeling. In other words, a second staffed unit is recommended for Station 34.

This will assist the City in multiple manners. First, the higher risk area should have a higher concentration of personnel and apparatus. Second, the risk matrices created within this SOC can serve as planning tool as the community’s risk profile evolves. In other words, there is a set of thresholds that will guide the Department and City in understanding when additional resources are required and why as the City continues to grow.

Considerations for Command and Control

As the City and Department begin to consider a 3-station deployment model, it is recommended that the City consider creating a shift-based battalion chief position to enhance command and control capabilities for emergency incidents as well as manage the day to day field crews. The span of control would begin to exceed the daytime administrative capacity, especially for evening and weekend hours. Currently, there are no regional battalion chiefs in the area as Mount Dora must either respond in a chief officer from home or wait for Lake County Fire Rescue.
In nearly all serious firefighter injuries or deaths, a lack of command and control and communication are the primary findings. Additionally, the non-emergency human resource supervisory capacity may serve the department well as they transition for the future.
### APPENDICES, EXHIBITS, AND ATTACHMENTS

**Table 77: Example-Template for Low/Moderate Risk Baseline Table 2013-2017 - Fire Suppression**

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</thead>
<tbody>
<tr>
<td><strong>Alarm Handling</strong> Pick-up to Dispatch</td>
<td>Urban</td>
<td>1:35</td>
<td>2:05</td>
<td>1:35</td>
<td>1:33</td>
<td>1:26</td>
<td>1:29</td>
</tr>
<tr>
<td><strong>Turnout Time</strong> Turnout Time 1st Unit</td>
<td>Urban</td>
<td>2:33</td>
<td>2:32</td>
<td>2:37</td>
<td>2:41</td>
<td>2:15</td>
<td>2:37</td>
</tr>
<tr>
<td><strong>Travel Time</strong> Travel Time 1st Unit Distribution</td>
<td>Urban</td>
<td>5:49</td>
<td>5:43</td>
<td>5:51</td>
<td>5:21</td>
<td>6:08</td>
<td>5:36</td>
</tr>
<tr>
<td><strong>Total Response Time</strong> Total Response Time 1st Unit on Scene Distribution</td>
<td>Urban</td>
<td>8:46</td>
<td>9:07</td>
<td>8:56</td>
<td>8:09</td>
<td>8:26</td>
<td>8:16</td>
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<td></td>
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<td>n=90</td>
<td>n=85</td>
<td>n=88</td>
<td>n=92</td>
<td>n=90</td>
</tr>
<tr>
<td><strong>Total Response Time</strong> Total Response Time ERF Concentration</td>
<td>Urban</td>
<td>17:22</td>
<td>16:39</td>
<td>17:22</td>
<td>16:17</td>
<td>18:31</td>
<td>17:05</td>
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Table 78: Example-Template for High Risk Baseline Table 2013-2017 - Fire Suppression

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<td>Travel Time 1st Unit Distribution</td>
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<td>5:49</td>
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<td>Time 1st Unit on Scene Distribution</td>
<td>Urban</td>
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<td>Total Response Time ERF Concentration</td>
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Table 79: Example-Template for Low/Moderate Baseline Table 2013-2017 - EMS

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<td><strong>Alarm Handling</strong></td>
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<tr>
<td>Pick-up to Dispatch</td>
<td>Urban</td>
<td>1:35</td>
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<td>1:35</td>
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<td><strong>Turnout Time</strong></td>
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<td>Turnout Time 1st Unit</td>
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<td><strong>Travel Time</strong></td>
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<td>Travel Time 1st Unit Distribution</td>
<td>Urban</td>
<td>5:49</td>
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<td><strong>Total Response Time</strong></td>
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<td>Total Response Time 1st Unit on Scene Distribution</td>
<td>Urban</td>
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<td><strong>Total Response Time ERF Concentration</strong></td>
<td>Urban</td>
<td>17:22</td>
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<tr>
<td>Alarm Handling</td>
<td>Pick-up to Dispatch</td>
<td>Urban</td>
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<td>Turnout Time</td>
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<td>Travel Time</td>
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### Table 81: Example-Template for Low/Moderate Risk Baseline Table 2013-2017 – Hazardous Materials

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Table 82: Example-Template for Low/Moderate Risk Baseline Table 2013-2017 – Technical Rescue

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<td><strong>Turnout Time</strong></td>
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DATE: March 20, 2018

TO: Honorable Mayor and City Council

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution No. 2018–30, Florida Department of Transportation (FDOT) Economic Development Transportation Project Fund Agreement, Amendment #1 for Utility Relocation on U.S. 441 between Lincoln Avenue and Donnelly Street, FPN 429356-2-54-01

Introduction: This is a request for City Council to approve Resolution No. 2018-30, Amendment #1 to the FDOT Economic Development Transportation Project Fund Agreement for relocating utilities along U.S. 441 from Lincoln Avenue to Donnelly Street. The Amendment extends the starting date of construction from March 31, 2018 to February 1, 2019.

Discussion: FDOT will be widening U.S. 441 from Lincoln Avenue to Donnelly Street after the Wekiva 3A and 3B construction including the intersection work at SR46 and U.S. 441. The design work is underway with Mittauer and Associates. Some delay in completing the design plans has occurred. There were some alternatives needing to be evaluated to determine the best routing of the utility relocation. In addition, there were some conflicts at the intersection of Donnelly and US 441 that require deeper investigation to determine if the utility lines would be able to remain in place. A few easements are also being pursued along US 441 and Pine Avenue for the preferred utility routing. Due to these circumstances, it is necessary and prudent to extend the starting date of construction.

Budget Impact: There is no additional budget impact from extending the construction start date of the utility relocation work.

Strategic Impact: Relocation of the Utilities prior to road construction is in the City’s best interest as it reduces the conflicts between the road contractor and the City’s utilities.


Prepared By: Paul M. Lahr, City Engineer
Reviewed By: Charles Revell, Acting Utility Director
Jennifer Cockcroft, CA Office 3.12.18
Gwen Johns, City Clerk 3-8-2018
Robin R. Hayes, City Manager
RESOLUTION NO. 2018-30

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AMENDMENT #1 TO THE ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT FOR UTILITY CONSTRUCTION ALONG US 441 BETWEEN LINCOLN AVENUE AND DONNELLY STREET; AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT #1 IN ACCORDANCE WITH SOUND PROCUREMENT PRACTICES AND PRINCIPLES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the FDOT is providing funding to the City in the amount of $1,000,000.00 from the Economic Development Transportation Project Fund for utility relocation along U.S. 441 from Lincoln Avenue to Donnelly Street, and

WHEREAS, the original agreement had a construction starting date of March 31, 2018; and

WHEREAS, the City is not ready to start construction due to design delays and funding requirements; and

WHEREAS, the City requested that the original agreement construction start date be extended to February 1, 2019; and

WHEREAS, the FDOT agrees to the new construction start date in the Amendment.

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

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Approval of Agreements. The City Council of the City of Mount Dora hereby approves Amendment #1 to the Economic Development Transportation Project Fund Agreement and authorizes the Mayor to execute the Amendment (Exhibit #1).
SECTION 3. Future Implementing Actions. The City Manager is hereby granted authority to take any and all necessary administrative actions that may be necessary, appropriate and to implement the actions taken in this Resolution to include, but not be limited to, directing the City Clerk, as her employee, to attest to and approve such documents as may be presented to her by the City Manager as executed by the Mayor.

SECTION 4. Savings Provision. All prior actions of the City of Mount Dora pertaining to the agreements with FDOT, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney may be corrected.

SECTION 6. Conflicts. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any section or portions of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 20th day of March, A.D., 2018.

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

ATTEST:

__________________________
GWEN KEOUGH-JOHNS, MMC
CITY CLERK

For the use and reliance of City of Mount Dora only.
Approved as to form and legal sufficiency.

____________________________________
William Colbert or Jennifer Cockcroft
City Attorney

Resolution No. 2018-30
Page 2 of 2
The terms of the original Economic Development Transportation Project Fund Agreement (On-System Specific Appropriation) for the “U.S. 441 Utility Relocation”, executed on June 26, 2017, are hereby amended as follows:

**DELETED FROM THE AGREEMENT:**

3.0 COMMENCEMENT: Unless terminated earlier, work on the Project shall commence no later than: the 31st day of March, 2018 or within thirty (30) days of the issuance of the Notice to Proceed for the construction phase of the Project, whichever date is earlier (“Commencement Date”), and shall be completed on or before March 31, 2020. FDOT shall have the immediate option to terminate this Agreement should the Agency fail to meet either of the above-required dates. The Notice to Proceed will not be issued until the Agency has properly acquired all right of way necessary for the Project.

If construction of the transportation Project does not commence within four (4) years of the date Chapter 2016-66, Laws of Florida, became effective, this Agreement and the Project are immediately terminated.

**ADDED TO THE AGREEMENT:**

3.0 COMMENCEMENT: Unless terminated earlier, work on the Project shall commence no later than: the 1st day of February, 2019 or within thirty (30) days of the issuance of the Notice to Proceed for the construction phase of the Project, whichever date is earlier (“Commencement Date”), and shall be completed on or before February 28, 2021. FDOT shall have the immediate option to terminate this Agreement should the Agency fail to meet either of the above-required dates. The Notice to Proceed will not be issued until the Agency has properly acquired all right of way necessary for the Project.

If construction of the transportation Project does not commence within four (4) years of the date Chapter 2016-66, Laws of Florida, became effective, this Agreement and the Project are immediately terminated.

Except as hereby modified, amended or changed, all of the terms and conditions of said original Agreement thereto will remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

CITY OF MOUNT DORA

By: ________________________________
Name: Loreen C. Bobo, P.E.
Title: Director of Transportation Development

Attest: ________________________________

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: ________________________________
Name: Loreen C. Bobo, P.E.
Title: Director of Transportation Development

Attest: ________________________________

Executive Secretary (Seal)

Legal Review: ________________________________
DATE: March 20, 2018

TO: Honorable Mayor and City Council

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution No. 2018-31, Change Order #1 Scope of Services with Pegasus Engineering for Repair and Restoration of Dogwood Mountain Reserve

**Introduction:**
This is a request for City Council to approve Resolution No. 2018-31, Change Order to the Dogwood Mountain Reserve Repair and Restoration Project, for man-hours and fee estimates in the amount of $42,085.39 and $25,000.00 for Emergency Authorization of services associated with Hurricane Irma.

**Discussion:**
On February 20, 2018, the City Council approved a Scope of Services to allow for professional engineering services from Pegasus Engineering, under a piggyback agreement with New Smyrna Beach. The Scope of Services was to prepare a site plan for restoration of the cul-de-sac, utility re-routing as necessary and stormwater improvements.

Based on the outcome of a pre-application meeting with SJRWMD to discuss the proposed restoration improvements, additional services were requested in order to properly design the Phase 1 and Phase 2 improvements and secure approval from the SJRWMD. This change order is for man-hour and fee estimates that document the requested services (see exhibit #1 to the resolution).

The City also authorized $25,000 for emergency services in the immediate aftermath of Hurricane Irma related to the catastrophic collapse of the roadway and infrastructure at Magnolia Ending (see exhibit #2 to the resolution).

**Budget Impact:** Total cost for Change-Order #1, including emergency services is $67,085.39. A total of $150,250 was appropriated for this purpose in account number 440-5370-531.00-00 (Stormwater Utility Fund/Stormwater Management/Professional Services). However, this amount has been totally exhausted as a result of previous actions by the City Council. Therefore, upon approval of this item, it will be necessary to amend the amount budgeted in this line item from other legally available sources in the Stormwater Utility Fund. As you aware, the City is pursuing funding from FEMA for at least a portion of the costs associated with the Dogwood Mountain Reserve Project.
Strategic Impact:
This change order allows for continued work to be done on the Dogwood Mountain Reserve Repair and Restoration Project.

Recommendation:
City Council to approve Resolution No. 2018-31.

Prepared By:  Mark Rudowske, Public Works Director
Reviewed By:  Thomas P. Klinker, Finance Director  03-15-2018
             Gwen Johns, City Clerk 3-14-2018
             Robin Hayes, City Manager 3/14/18
RESOLUTION NO. 2018-31

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING A SCOPE OF SERVICES CHANGE ORDER FOR ENGINEERING SERVICES FOR REPAIR AND RESTORATION OF DOGWOOD MOUNTAIN RESERVE CUL-DE-SAC WITH PEGASUS ENGINEERING; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE MAYOR TO EXECUTE PROVIDING FOR A SAVINGS PROVISION; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, Hurricane IRMA caused catastrophic damage to the cul-de-sac for Dogwood Mountain Reserve; and

WHEREAS, Pegasus Engineering was hired to do preliminary engineering work related to the disaster under an emergency authorization; and

WHEREAS, Pegasus Engineering submitted a proposed scope of services to repair and restore the utilities, which was approved by City Council on February 20, 2018; and

WHEREAS, Pegasus Engineering has submitted a revised scope of services pursuant to additional requirements by St. Johns River Water Management District (SJRWMD); and

WHEREAS, the revised scope of services requires approval by City Council by way of a change-order; and

WHEREAS, 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.

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

SECTION 1. Legislative Findings and Intent. The City Council of the City of Mount Dora has complied with all requirements and procedures of Florida Law in processing this Resolution.

SECTION 2. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.
SECTION 3. Mayor to Execute The City Council of the City of Mount Dora hereby authorizes the Mayor to approve the Change-Order to the Scope of Services with Pegasus Engineering for $67,085.39.

SECTION 4. Savings Provision. All prior actions of the City of Mount Dora pertaining to Pegasus Engineering, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 20th day of March, A.D., 2018.

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

ATTEST:

_________________________________________
GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

_________________________________________
William Colbert or Jennifer Cockcroft
City Attorney
February 19, 2018

Mr. John A. Peters, III, P.E.
Director of Public Works and Utilities
City of Mount Dora
3787 Lake Center Drive
Mount Dora, Florida 32757

Re: Professional Consultant Services | Contract RFQ #14-02-001
Resolution No. 2018-21

Subj: Dogwood Mountain Reserve | Change Order #1
Hurricane “Irma” Repair and Restoration

Dear John:

The purpose of this letter is to respectfully request a change order to the above referenced project. As you are aware, a pre-application meeting with the St Johns River Water Management District (SJRWMD) took place recently to discuss the proposed restoration improvements. Based on the outcome of the pre-application meeting, additional services were requested in order to properly design the Phase 1 and Phase 2 improvements and secure approval from the SJRWMD. With that said, please refer to the attached manhour and fee estimate that documents the requested services. Based on the attached manhour and fee estimate, we respectfully request approval of $42,085.39 additional fees in order to proceed with the supplemental services.

If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Respectfully,

PEGASUS ENGINEERING, LLC

David W. Hamstra, P.E., CFM
Stormwater Department Manager

cc: Mark Rudowske, City of Mount Dora
George Marek, City of Mount Dora
Greg Teague, Pegasus Engineering
Dogwood Mountain Reserve | Change Order #1
Hurricane "Irma" Repair and Restoration

Approved for Pegasus Engineering, LLC

Fursan Munjed, P.E.  Principal  February 19, 2018
Officer's Title  Date

Proposal is hereby accepted and authorization to proceed is hereby given.
(Please return one executed copy of this proposal for our Pegasus Engineering records).

Authorized Signature  Officer's Title  Date
Attachment “A”

Manhour and Fee Estimate
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<th>Task Description (See Note 1 Below)</th>
<th>Sr. Project Manager</th>
<th>Sr. Project Engineer</th>
<th>Project Engineer</th>
<th>CADD Technician</th>
<th>Administrative Assistant</th>
<th>Task Subtotal</th>
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<td>Standard Hourly Billing Rates (RFQ #14-02-001)</td>
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<td>13. Coordinate with SJRWMD staff, address RAI comments</td>
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<td>14. Review and process shop drawings</td>
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<td>15. Prepare and transmit the SJRWMD Notice of Construction Commencement</td>
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<td>17. Engineering inspections during construction (limited to three site visits)</td>
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<td>21. Meetings with City staff, stakeholders and other interested parties</td>
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<td>22. Project administration, monthly status reports via invoices</td>
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### Manhour and Fee Estimate

**Dogwood Mountain Reserve | Change Order #1**  
**Hurricane “Irma” Repair and Restoration**

**Task Description (See Note 1 Below)**  
(Effective Date: February 19, 2018)

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Sr. Project Manager</th>
<th>Sr. Project Engineer</th>
<th>Project Engineer</th>
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<td>1 Prepare roadway spread of water, inlet capacity, and inlet bypass computations</td>
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<td>3 Develop preliminary grading plans to increase the pond storage volume</td>
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<td>5 Revise and finalize the ICPR flood routing analysis for proposed conditions</td>
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<tr>
<td>6 Prepare an engineering report, assemble and merge PDFs</td>
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<td>13 Attend the pre-bid meeting</td>
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<td>14 Respond to requests for information during the bid process</td>
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<td>22 Prepare final work products and deliverables</td>
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<td>23 Meetings with City staff, stakeholders and other interested parties</td>
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<td>24 Project administration, monthly status reports via invoices</td>
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<td><strong>PHASE HOURS</strong></td>
<td><strong>14.0</strong></td>
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<td><strong>70.0</strong></td>
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<td><strong>$38,080.00</strong></td>
<td><strong>$810.00</strong></td>
<td><strong>$5,600.00</strong></td>
<td><strong>$390.00</strong></td>
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<td><strong>PHASE PERCENT BREAKDOWN (HOURS)</strong></td>
<td><strong>4.4%</strong></td>
<td><strong>70.0%</strong></td>
<td><strong>1.9%</strong></td>
<td><strong>21.9%</strong></td>
<td><strong>1.9%</strong></td>
<td><strong>100.0%</strong></td>
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### Notes:
- **Note 1:** For each task, the manhour and fee estimates have been calculated based on the standard hourly billing rates provided in the RFQ #14-02-001.

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**City Council Agenda Packet - March 20, 2018**

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**P-229404**  
Page 238 of 291
Manhour and Fee Estimate
Dogwood Mountain Reserve | Change Order #1
Hurricane "Irma" Repair and Restoration

<table>
<thead>
<tr>
<th>Task Description (See Note 1 Below)</th>
<th>Sr. Project Manager</th>
<th>Sr. Project Engineer</th>
<th>Project Engineer</th>
<th>CADD Technician</th>
<th>Administrative Assistant</th>
<th>Task Subtotal</th>
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<tr>
<td>(Effective Date : February 19, 2018)</td>
<td>$180.00</td>
<td>$170.00</td>
<td>$135.00</td>
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<td>Standard Hourly Billing Rates (RFQ #14-02-001)</td>
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<td>$69,360.00</td>
<td>$1,620.00</td>
<td>$7,840.00</td>
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<td>TOTAL PROJECT HOURS AND LABOR COST</td>
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<td>$69,360.00</td>
<td>$1,620.00</td>
<td>$7,840.00</td>
<td>$780.00</td>
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<tr>
<td>PROJECT FEE</td>
<td>$5,400.00</td>
<td>$69,360.00</td>
<td>$1,620.00</td>
<td>$7,840.00</td>
<td>$780.00</td>
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<td>PROJECT PERCENT BREAKDOWN (HOURS)</td>
<td>5.4%</td>
<td>72.9%</td>
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### SUMMARY OF FEE ESTIMATE

1. Total Labor Cost $85,000.00
2. Southeastern Surveying and Mapping Corp. (survey sub-consultant) $13,292.00
3. Geotechnical Engineering Consultants (geotechnical sub-consultant) $17,060.00
4. GAI Consultants (ecological sub-consultant) $21,900.00
5. BFA Environmental (utility sub-consultant) $4,930.00
6. Reimbursable Expenses (plotting, printing, etc.) $1,700.00

**TOTAL FEES $143,882.00**

- Sub-Total Fees Associated with Change Order #1 $143,882.00
- Less Total Fees Associated with Resolution No. 2018-21 -$114,007.00
- Amount over Budget Associated with Emergency Billing #2 $12,210.39
- Total Fees Associated with Change Order #1 $42,085.39
### Task Description (See Note 1 Below)

**(Effective Date: April 10, 2017)**

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<tr>
<th>Task Description</th>
<th>Program Manager</th>
<th>Project Manager</th>
<th>Project Engineer</th>
<th>GIS / CADD Technician</th>
<th>Word Processor</th>
<th>Subtotal</th>
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<td>$174.00</td>
<td>$159.50</td>
<td>$80.50</td>
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<td>3. Data collection and review</td>
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<td>8. Review the preliminary ecological report, transmit sufficiency comments</td>
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<td>10. Delineate existing land use and compute runoff curve numbers</td>
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<td>11. Delineate drainage flow paths and compute sub-basin times of concentration</td>
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<td>15. Evaluate potential locations for parallel parking along Longdale Avenue</td>
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**PHASE HOURS**

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**PHASE FEE**

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**PHASE PERCENT BREAKDOWN (HOURS)**

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EXHIBIT "B" (Manhour and Fee Estimate)
Longdale Avenue and Highland Street Drainage Improvements

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<th>Program Manager</th>
<th>Project Manager</th>
<th>Project Engineer</th>
<th>GIS / CADD Technician</th>
<th>Word Processor</th>
<th>Task Subtotal</th>
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<td>2 Coordinate with the surveyor for the utility test holes (&quot;soft digs&quot;)</td>
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<td>2.0</td>
<td>2.0</td>
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<tr>
<td>7 Respond to SJRWMD requests for additional information (assume one round)</td>
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<td>16.0</td>
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<td>4.0</td>
<td>2.0</td>
<td></td>
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<tr>
<td>8 Prepare bid documents (final construction plans and supplemental specifications)</td>
<td>40.0</td>
<td></td>
<td>12.0</td>
<td>4.0</td>
<td></td>
<td>56.0</td>
</tr>
<tr>
<td>9 Coordination and progress meetings</td>
<td>2.0</td>
<td>6.0</td>
<td></td>
<td>2.0</td>
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<td>10 QA/QC project deliverables</td>
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<td></td>
<td></td>
<td></td>
<td>8.0</td>
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<tr>
<td>11 Prepare final work products and deliverables</td>
<td>3.0</td>
<td></td>
<td>3.0</td>
<td></td>
<td></td>
<td>6.0</td>
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<tr>
<td>12 Project administration, monthly status reports via invoices</td>
<td>8.0</td>
<td></td>
<td>8.0</td>
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<td>16.0</td>
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<tr>
<td>PHASE HOURS</td>
<td>12.0</td>
<td>184.0</td>
<td>8.0</td>
<td>115.0</td>
<td>24.0</td>
<td>343.0</td>
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<tr>
<td>PHASE FEE</td>
<td>$2,250.00</td>
<td>$32,016.00</td>
<td>$1,276.00</td>
<td>$9,257.50</td>
<td>$1,620.00</td>
<td>$46,419.50</td>
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<tr>
<td>PHASE PERCENT BREAKDOWN (HOURS)</td>
<td>3.5%</td>
<td>53.6%</td>
<td>2.3%</td>
<td>33.5%</td>
<td>7.0%</td>
<td>100.0%</td>
</tr>
</tbody>
</table>
## EXHIBIT "B" (Manhour and Fee Estimate)
Longdale Avenue and Highland Street Drainage Improvements

<table>
<thead>
<tr>
<th>Task Description (See Note 1 Below)</th>
<th>Program Manager</th>
<th>Project Manager</th>
<th>Project Engineer</th>
<th>GIS / CADD Technician</th>
<th>Word Processor</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Effective Date: April 10, 2017)</td>
<td>$187.50</td>
<td>$174.00</td>
<td>$159.50</td>
<td>$80.50</td>
<td>$67.50</td>
<td></td>
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</tbody>
</table>

### PHASE 3 - BIDDING ASSISTANCE

| 1. Attend the pre-bid meeting | 2.0 | 2.0 | 2.0 |
| 2. Respond to requests for information during the bid process | 6.0 | 2.0 | 8.0 |
| 3. Prepare a bid evaluation and recommendation | 2.0 | 8.0 | 2.0 | 12.0 |

**PHASE HOURS**
$375.00 $2,784.00 $0.00 $0.00 $270.00 $3,429.00

**PHASE PERCENT BREAKDOWN (HOURS)**
9.1% 72.7% 0.0% 0.0% 18.2% 100.0%

### TOTAL PROJECT HOURS AND LABOR COST

| PROJECT HOURS | 25.0 | 363.0 | 8.0 | 166.0 | 47.0 | 609.0 |
| PROJECT FEE   | $4,687.50 | $63,162.00 | $1,276.00 | $13,363.00 | $3,172.50 | $85,661.00 |
| PROJECT PERCENT BREAKDOWN (HOURS) | 4.1% | 59.6% | 1.3% | 27.3% | 7.7% | 100.0% |

### SUMMARY OF FEE ESTIMATE

1. Total Labor Cost $85,661.00
2. Southeastern Surveying and Mapping Corp. (survey sub-consultant) $19,556.00
3. Geotechnical Engineering Consultants (geotechnical sub-consultant) $7,900.00
4. Lotspeich and Associates (ecological sub-consultant) $5,521.54
5. Reimbursable Expenses (plotting, printing, etc.) $2,550.00

**SUB TOTAL** $121,188.54

NOTES:

1. Refer to the proposal cover letter for additional discussions and qualifications.
Practical Engineering Solutions

Pegasus Engineering, LLC
301 West State Road 434, Suite 309
Winter Springs, Florida 32708
Phone 407-992-9160

TO:
City of Mount Dora
Attn: Accounts Payable
510 North Baker Street
Mount Dora, Florida 32757

FOR:
Dogwood Mountain Reserve Subdivision
Magnolia Ending Restoration Improvements
Project No.: MDC-22015
Period of Service: 10/01/17 – 02/03/18

Authorization: ☐ Emergency Authorization associated with Hurricane Irma ($25,000.00 Emergency Authorization).

Scope of Work:
• The week of October 1, 2017, Pegasus Engineering (Greg Teague) finalized and transmitted a letter with figures informing St. John River Water Management District (SJRWMD) staff of the erosion and road failure; coordinated with Southeastern Surveying and Mapping Corp. (SSMC) (Jim Petersen) regarding the survey scope of work; continued preparing the preliminary improvement plans; and researched retaining wall alternatives.

• The week of October 8, 2017, Pegasus Engineering (Greg Teague) coordinated with Kleinfelder (Bill Newlon) regarding the ecological scope of work; coordinated with SSMC (Jim Petersen) regarding the survey scope of work; and continued preparing the preliminary improvement plans.

• The week of October 15, 2017, Pegasus Engineering (Greg Teague) met with John Peters and reviewed the proposal for re-constructing the slope failure; and prepared and transmitted an email requesting authorization to prepare a subdivision drainage assessment.

• The week of October 22, 2017, Pegasus Engineering (Greg Teague) coordinated with the environmental sub-consultant (GAI) regarding the required scope of work; and coordinated with SJRWMD compliance (Bill Carlie) and transmitted a summary of permit issues to City staff.

• The week of October 22, 2017, Pegasus Engineering (David Hamstra) prepared for and attended the Public Meeting on 10/24/17; and coordinated with Linnie Hunt to prepare a spreadsheet documenting the sign-in sheet information.

• The week of October 29, 2017, Pegasus Engineering (Greg Teague) prepared and transmitted the National Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Program application to the City for signature and transmittal; and performed a review of the draft meeting minutes prepared by David Hamstra.
The week of October 29, 2017, Pegasus Engineering (David Hamstra) prepared and submitted draft meeting minutes to City staff (John Peters and Mark Rudowske) on 11/01/17 for review; met with GSI (Steve Poole) on 11/02/17 to discuss coordination issues with all parties; pulled-together and transmitted requested documents to GSI (Steve Poole) on 11/03/17; and revised the sign-in sheet spreadsheet and meeting minutes and resubmitted to the City on 11/04/17.

The week of October 29, 2017, Pegasus Engineering (Priscilla Villanueva) assisted David Hamstra with the draft meeting minutes.

The week of November 12, 2017, Pegasus Engineering (Greg Teague) began developing the drainage basin map and the existing conditions stormwater model; and prepared two (2) rebuild options for the pond outfall system.

The week of November 12, 2017, Pegasus Engineering (David Hamstra) coordinated with Linnie Hunt to prepare the "Contact List" spreadsheet and coordinated with the Project Team regarding the 11/21/17 Coordination Meeting.

The week of November 12, 2017, Pegasus Engineering (Linnie Hunt) prepared a contact information spreadsheet for David Hamstra.

The week of November 19, 2017, Pegasus Engineering (Greg Teague) continued developing the drainage basin map and the ICPR stormwater model; and prepared for and attended the kick-off meeting with the project team and inspection on 11/21/17.

On Tuesday, November 21, 2017, Pegasus Engineering (David Hamstra) prepared for and attended the Project Team coordination meeting and site inspection afterwards; and prepared and issued an Action Items email to the project team.

The week of November 26, 2017, Pegasus Engineering (Greg Teague) continued developing the drainage basin map and the ICPR stormwater model; coordinated with GSI (Matt Reihl) regarding the conceptual improvement plan and cost estimate; coordinated with Ed Barfield regarding the right-of-entry agreements; and continued preparing the conceptual plans for the Phase 1 improvements.

The week of December 3, 2017, Pegasus Engineering (Greg Teague) continued developing the drainage basin map and the ICPR stormwater model; prepared land use delineations and Directly Connected Impervious Area (DCIA) computations; reviewed the "draft" right-of-entry agreements and transmitted comments to Ed Barfield; continued preparing the conceptual plans for the Phase 1 improvements; coordinated with Barnes Ferland and Associates (BFA) (Geoff Hennessey) regarding the proposed utility improvements; prepared and issue Survey Request #1; and attended the on-site meeting with NRCS representatives on 12/04/17.
• The week of December 10, 2017, Pegasus Engineering (Greg Teague) continued developing the drainage basin map and the ICPR stormwater model for "as-built" conditions; continued developing the drainage basin map and the ICPR stormwater model for "proposed" conditions; continued preparing the conceptual plans for the Phase 1 improvements; prepared an exhibit for NRCS to depict the properties at risk of future damage; coordinated with GSI (Steve Poole and Matt Reihl) regarding the Phase 1 improvement plans; coordinated with GAI (DJ Silverberg) regarding the proposed vegetative restoration plan; and coordinated with BFA (Willie Thomas) regarding the proposed utility improvements.

• The week of December 17, 2017, Pegasus Engineering (Greg Teague) continued developing the drainage basin map and the ICPR stormwater model for "as-built" conditions; continued developing the drainage basin map and the ICPR stormwater model for "proposed" conditions; finalized the land use take-offs, DCIA areas, and weighted runoff curve number computations; continued preparing the conceptual plans for the Phase 1 improvements; reviewed the GSI preliminary cost estimate and transmitted comments; prepared a construction schedule for the NRCS Damage Survey Report; and coordinated with GSI (Steve Poole and Matt Reihl) regarding the Phase 1 improvement plans.

• The week of December 17, 2017, Pegasus Engineering (David Hamstra) coordinated with Greg Teague, John Peters, and GSI (Steve Poole and Matt Reihl) regarding the preliminary cost estimate and the NRCS deliverables; and met with Greg Teague on 12/21/17 to discuss the status and the preliminary results / findings associated with the stormwater analysis and scheduled a status meeting with City staff for 01/02/18.

• The week of December 31, 2017, Pegasus Engineering (Greg Teague) prepared an agenda for the 01/09/18 progress meeting with City staff; and coordinated with GAI (DJ Silverberg) regarding the environmental restoration program.

• The week of January 7, 2018, Pegasus Engineering (Greg Teague) prepared for and attended the progress meeting with City staff and David Hamstra on 01/09/18; coordinated with NRCS (Katherine Greene) regarding the status of the City's DSR submittal; coordinated with GSI (Steve Poole and Reid Bailey) regarding the preliminary cost estimate and design changes; coordinated with SJRWMD (Cammie Dewey) to schedule the pre-application meeting; compared SSMC's drainage inventory survey to the BESH as-built survey; revised the ICPR model for "as-built" conditions to reflect SSMC's drainage inventory survey; and began revising the Phase 1 plans to include the City's suggested design changes.

• On Tuesday, January 9, 2018, Pegasus Engineering (David Hamstra) attended a status meeting with City staff (John Peters, Paul Lahr, and Robert Harper) and Greg Teague to discuss the preliminary findings and direction regarding the stormwater pond improvements.

• The week of January 14, 2018, Pegasus Engineering (Greg Teague) coordinated with GSI (Steve Poole) regarding proposed grading for the construction access ramp; coordinated with SJRWMD staff to schedule the pre-application meeting; and coordinated with GAI (DJ Silverberg) regarding the pending purchase order.
The week of January 21, 2018, Pegasus Engineering (Greg Teague) prepared for and attended the SJRWMD pre-application meeting on 01/25/18; and coordinated with Juan Fong and GAI (DJ Silverberg) regarding the pending purchase order.

The week of January 28, 2018, Pegasus Engineering (Greg Teague) coordinated with National Resources Conservation Service (NRCS) (Katherine Greene) regarding the City's request for a funding update; and coordinated with GAI Consultant (DJ Silverberg) regarding the required proposal changes.

Fees Earned through February 3, 2018:

LABOR COSTS

Sr. Project Manager, Hamstra, P.E. 24.5 hrs @ $ 180.00/hr = $ 4,410.00
Sr. Project Engineer, Teague, P.E. 142.0 hrs @ $ 170.00/hr = $ 24,140.00
Administrative, Villanueva 2.0 hrs @ $ 65.00/hr = $ 130.00
Administrative, Hunt 4.0 hrs @ $ 65.00/hr = $ 260.00

172.5 hrs

Sub-Total Labor Costs $ 28,940.00
(Total Labor Costs to Date $34,630.00)

REIMBURSABLE EXPENSES

• None this period $ 0.00

Sub-Total Reimbursable Expenses $ 0.00
(Total Labor Costs to Date $120.39)

SUBCONSULTANT EXPENSES

• None this period $ 0.00

Sub-Total Subconsultant Expenses $ 0.00
(Total Labor Costs to Date $2,460.00)

Total Fees $ 28,940.00
Amount over the Emergency Authorization ($ 12,210.39)
Amount Due This Invoice $ 16,729.61

Total Emergency Authorization $ 25,000.00
Total Amount Billed to Date $ 25,000.00
Balance Remaining $ 0.00
DATE: March 20, 2018

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Ordinance No. 2018-01, Comprehensive Plan Amendment to Objective 13 of the Future Land Use Element Lakes of Mount Dora

Procedure:
Call Up Item
Mayor Asks Attorney to Read Ordinance No. 2018-01 by Title Only
City Manager Background
Applicant Comments
Public Hearing
Discussion
Council Action

Introduction:
This is a request for City Council to approve Ordinance No. 2018-01 for transmittal to the State and listed agencies.

Discussion:
The sequence of events leading to presentation to City Council is as follows:

The Planning and Zoning Commission (PZC), at their regularly scheduled meeting on February 21, 2018, recommended approval of the Comprehensive Plan Amendment to Objective 13 of the Future Land Use Element, Lakes of Mount Dora.

The Development Review Committee (DRC), at their regularly scheduled meeting on January 31, 2018, approved the request for a Comprehensive Plan Amendment to Objective 13 of the Future Land Use Element, Lakes of Mount Dora.

The applicant is requesting an amendment to Objective 13 of the Future Land Use Element of the Mount Dora Comprehensive Plan to increase the single-family residential lots from 950 to 1,032 (increase of 82 lots). At the time Lakes of Mount Dora was annexed into the City, the associated Future Land Use designation established a site specific development policy outlining, (in general) development standards, open space, and environmental requirements. Objective 13 states the uses shall follow the R-1 (single-family) zoning district with the condition enumerated in the PUD.
The proposed Comprehensive Plan Amendment decreases the minimum open space requirement from 60% to 50%. The City’s open space policy indicates a minimum of 30% open space (FLUE Policy 8.a). Also, the proposal contemplates removal of the scrub-jay/open space sites.

The applicant’s request will follow an Expedited Review by the State, as defined in Section 163.3184(3) F.S. Any adopted updates to Objective 13 of the FLUE will trigger an amendment to the Lakes of Mount Dora Planned Unit Development (PUD), which will occur at a later date under a separate request through the City’s normal PUD Amendment process.

For comparison purposes attached is the original master plan layout along with the proposed residential subdivision configuration shown as the proposed master plan. The applicant has provided these diagrams and plans as support documentation to the proposed Comprehensive Plan Text Amendment request.

**Land Use Report:**


Owner: Medallion Home at Mount Dora, LLC – Peter R. Logan

Applicant: LPG Urban and Regional Planners, Inc – Greg Beliveau, AICP

Existing Use: Single-Family Residential and Vacant Land

Proposed Use: Single-Family Residential

Approved Use: 950 residential units with support commercial (8.00 acres)

Proposed Units: 1,032 residential units

Site Area: 558.70 acres

Future Land Use: Low Density Residential (2.5 DU/AC or Less)

Density: Current: 1.73 dwelling units/acre
Proposed: 1.87 dwelling units/acre
Maximum: 2.50 dwelling units/acre

Density Calculations Based on Usable Site Area:
558.70 Total Site Acres minus 8.27 wetlands = 550.43 acres

Zoning: PUD

JPA: Yes, City of Mount Dora and Lake County Joint Planning Agreement

Overlay Zones/Area: Wekiva Study Area

Critical State Concern: No
Lot/Phase Breakdown:  

<table>
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</tr>
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<tr>
<td>1</td>
<td>215 lots</td>
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<tr>
<td>2</td>
<td>283 lots</td>
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<tr>
<td>3A</td>
<td>32 lots</td>
</tr>
<tr>
<td>3B</td>
<td>34 lots</td>
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<tr>
<td>4A</td>
<td>57 lots</td>
</tr>
<tr>
<td>4B</td>
<td>64 lots</td>
</tr>
<tr>
<td>3C</td>
<td>14 lots</td>
</tr>
<tr>
<td>5A</td>
<td>26 lots</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>725 lots</strong></td>
</tr>
</tbody>
</table>

Housing: The proposed increase of 82 residential units will not negatively impact the projected housing population of the City's Comprehensive Plan (increase in 299 persons, based on 2.6 persons per household).

Traffic: The proposed increase from 950 to 1,032 units will result in 311 daily trips at buildout of additional traffic on the surrounding transportation network.

Wastewater: Average Daily Flow: 300 gallons per day (GPD) per residential unit. The proposed increase 82 units will require 0.0246 millions of gallons per day (MGD). The proposed unit increase will not negatively impact current capacity.

Potable Water: Average daily flow minimum rate of 350 gallons per day (GPD) for each residential unit. The proposed unit increase will not negatively impact current capacity.

Reclaim Water: The Lakes of Mount Dora is required to provide a reclaimed system. Policy 2.j. and 2.m. of the Conversation Element requires participation in the City reuse for irrigation purposes. Goal 2, Policy 1.c(1) of the Infrastructure Element requires water conservation practices by utilizing the City reclaimed system when there is available capacity.

Solid Waste: City's standard is 7.1 pounds per capita per day (LOS disposal).

Stormwater: The Lakes of Mount Dora development has been previously approved and stormwater detention systems have been constructed. The applicant has provided an updated Post Development Balance Analysis, Man-Made Lake System for the Lakes of Mount Dora dated May 22, 2013. The conclusions state the proposed pervious and impervious surface and resulting runoff by the additional lots will have no significant change for the affected systems. At time of development the applicant is required to provide a detailed stormwater analysis with coordination with SJRWMD.
Habitat: Objective 5 (specifically Policy 5.a) of the Conversation Element requires habitat survey for developments 30 acres or greater.

*Note: Data analysis support documents on-file with the project application with the Planning and Development Department.*

**Notification:**
- JPA Notice: January 2, 2018
- Notice of LPA: February 9, 2018
- Notification of LPA to Surrounding Owners: February 9, 2018
- Notice of Hearing (1/4 page ad): February 9, 2018

**Public Hearing Schedule:**
- DRC: January 31, 2018
- Planning and Zoning Commission (LPA): February 21, 2018
- City Council 1st Reading Transmittal Hearing: March 20, 2018
- Transmittal to State and Listed Agencies: TBA
- City Council 2nd Reading and Adoption: Subject to State Agency review and responses.

**Process for Expedited State Review of Comprehensive Plan Amendments:**
Text Amendments require three public hearings for State Expedited Review, as defined by Section 163.3184(3) F.S. The first public hearing is conducted before the Local Planning Agency (Planning and Zoning Commission), which provides a recommendation to City Council. At the second hearing, the City Council considers transmittal of the amendment to the state and regional reviewing agencies. State agencies can only comment on important state resources and facilities (as defined in Florida Statutes) that will be adversely impacted by the amendment if adopted. Agencies must transmit their comments within 30 days.

The third public hearing, called an adoption hearing, must be held within 180 days after the receipt of the reviewing agencies comments. If adopted, the City has 10 days to send the amendment adoption package to the State Land Planning Agency. The State Land Planning Agency will notify the City within 5 days for completeness or deficiencies.

Amendments become effective 31 days after the state land planning agency notifies the local government that the plan amendment package is complete.

**Budget Impact:** There are no budgetary impacts to the City relative to the processing of the Comprehensive Plan Amendment action.

**Strategic Impact:** Comprehensive Plan polices which address density and/or intensity changes are consistent with Growth Management and Economic Development Goals to foster development and growth opportunities.

**Recommendation:** City Council approve First Reading of Ordinance No. 2018-01 by title only, conduct a public hearing, and hold for Second Public Hearing.
Attachments:  
1. Vicinity Map  
2. Original Master Plan (information only)  
3. Proposed Master Plan (information only)

Prepared by: Vince Sandersfeld, Interim Planning Director  
Reviewed by: Jennifer Cockcroft, City Attorney’s Office 2-5-2018  
Gwen Johns, City Clerk, 3-12-2018  
Robin R. Hayes, City Manager
ORDINANCE NO: 2018-01

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, AMENDING MOUNT DORA COMPREHENSIVE PLAN 2032 BY AMENDING OBJECTIVE 13 OF THE GOALS, OBJECTIVES AND POLICIES OF THE FUTURE LAND USE ELEMENT PERTAINING TO THE LAKES OF MOUNT DORA PLANNED UNIT DEVELOPMENT; PROVIDING FOR TRANSMITTAL TO THE FLORIDA STATE LAND PLANNING AGENCY (DEPARTMENT OF ECONOMIC OPPORTUNITY); PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; SEVERABILITY; NON-CODIFICATION AND SCRIVENER'S ERRORS AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora is committed to planning and managing the future growth of the City; and

WHEREAS, the City of Mount Dora has the authority to amend its Comprehensive Plan pursuant to Chapter 163, Part II, Florida Statutes; and

WHEREAS, the City Council of Mount Dora desires to adopt amendments to the Comprehensive Plan, including Goals, Objectives, and Policies, to guide and control the future development of the City and to preserve, promote and protect the public’s health, safety and welfare; and

WHEREAS, the City’s Comprehensive Plan was amended on October 7, 2003, by Ordinance No. 826-1 establishing Objective 13 of the Future Land Use Element which pertains to the “Lakes of Mount Dora” Planned Unit Development (PUD); and

WHEREAS, the City’s Comprehensive Plan was recently amended by Ordinance No. 2016-01 on April 19, 2016; and

WHEREAS, the Future Land Use designation of the “Lake of Mount Dora” PUD is Low Density Residential (0.0 to 2.5 dwelling units/acre); and

WHEREAS, the City Council, as the City’s governing body, held a transmittal public hearing to consider said amendments to the City of Mount Dora Comprehensive Plan; and

WHEREAS, the City of Mount Dora has complied with all requirements and procedures under Florida law in adopting and updating these elements to the City of Mount Dora Comprehensive Plan.
NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA:

SECTION 1: Recitals/Findings Adopted.

(a). The above recitals (whereas clauses) are hereby adopted by the City Council of the City of Mount Dora and made a substantive part of this Ordinance.

(b). The City has taken all appropriate and required action necessary to the processing and approval of this Ordinance.

SECTION 2. COMPREHENSIVE PLAN TEXT AMENDMENT: Objective 13 and Policy 13.a and Policy 13.c of the Future Land Use Element of the Mount Dora Comprehensive Plan 2032 is hereby amended as follows:

***

13. The City of Mount Dora, recognizing the environmental significance of property annexed through the adoption of Ordinance No. 822 (the “Property”), and as amended by Ordinance No. 2012-06, has adopted and will enforce development standards on the property to ensure the discouragement of urban sprawl, coordination with public facilities and the protection of the environmental function of this area. The policies adopted below specifically outline these requirements.

The Property is anticipated to be developed as an adult/retirement community. The building intensities of the Property shall be limited to 80,000 square feet of commercial and 950 1,032 residential units at the maximum rate of 1.67 1.87 units per acre. No building height shall exceed thirty-five feet.

The Property shall be developed in accordance with the standards of R-1 (Single Family Residential) as it exists at the time of this comprehensive plan amendment except as modified in the policies set forth below.

Policies:

a. There shall be a maximum 950 1,032 dwelling units.

b. 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.
c. 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.

***

SECTION 3. TRANSMITTAL TO STATE. The Planning and Development Department is hereby directed to transmit the amendments of the Comprehensive Plan to the State Land Planning Agency, the Department of Environmental Protection; the St. Johns River Water Management District; the Florida Department of Transportation; the East Central Florida Regional Planning Council; the Florida Department of State; Department of Education; Lake County; and to any other unit of local government who has filed a written request for a copy in accordance with Section 163.3184, Florida Statutes.

SECTION 4. IMPLEMENTING ADMINISTRATIVE ACTIONS.

The City Manager, or designee(s), are hereby authorized and directed to take such actions as may be necessary and appropriate in order to implement the provisions of this Ordinance.

SECTION 5. SAVINGS PROVISION. All prior actions of the City of Mount Dora in terms of the adoption and implementation of the Mount Dora Comprehensive Plan 2032, as well as any and all projects, programs and matters relating thereto, are hereby ratified and affirmed.

SECTION 6: CONFLICTS.

All Ordinances or part of Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 7: SEVERABILITY.

Upon a determination by a Court of competent jurisdiction that a portion of this Ordinance is void, unconstitutional, or unenforceable, all remaining portions shall remain in full force and effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 8: NON-CODIFICATION; SCRIVENER'S ERRORS.

(a). The provisions of this Ordinance shall not be codified in the Code of Ordinances, City of Mount Dora, Florida; provided, however, the property shall be incorporated and included in all appropriate maps of the city limits of the City of Mount Dora by the City Manager, and the City Manager is hereby directed to take any and all appropriate actions relative to land use planning pertaining to the property pursuant to this Ordinance.
(b). The sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate during codification.

(c). Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected without the need for a public hearing.

SECTION 9: EFFECTIVE DATE. This effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the State Land Planning Agency posts a notice of intent determining that this amendment is in compliance. If timely challenged, or if the State Land Planning Agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the State Land Planning Agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the State Land Planning Agency.

FIRST READING: March 20, 2018

SECOND READING: __________________________

PASSED AND ADOPTED this ____ day of ________ 2018.

NICK GIRONE
MAYOR of the City of Mount Dora, Florida

ATTEST:

GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

________________________________________
William Colbert or Jennifer Cockcroft
City Attorney
The proposed Master Plan configuration (1,032 Lots) is not adopted as part of the proposed Comp. Plan Text Amendment; and used for illustration and data purposes. A formal PUD Amendment Request is required once the Comp. Plan Policy Text has been accepted at a later date. 1-31-18
TYPICAL LOT SECTION

ENTRANCE BOULEVARD DETAIL - TYPICAL

MAIN LOOP ROAD - TYPICAL

LOCAL ROAD - TYPICAL

BRITT ROAD EMERGENCY ACCESS

TYPICAL CUL-DE-SAC DETAIL

TYPICAL LOT LAYOUTS

SIDEWALK DETAIL

TYPE "A" CURB DETAIL

MIAMI CURB DETAIL

PHASING DETAIL

NOTE: TOOL Joints @ 4" O.C. MAX.
EXPANSION JOINTS @ 3'-0" O.C. MAX.
10" COIL LAMINATED REIN. IN HOLES
OF PLUGGED JOINTS.
DATE: March 20, 2018

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Ordinance No. 2018-05 – Creation of a Canvassing Board

Introduction:
This is a request for City Council approve Ordinance No. 2018-05, pertaining to the creation of a canvassing board for municipal elections.

Discussion:
On January 16, 2018, the City Council held a discussion to consider appointment of a Charter Review Ad Hoc Committee as part of the requirements set forth in the City of Mount Dora Charter. Staff was directed to find out whether or not a scope could be defined to limit the topics reviewed by an appointed ad hoc committee. The Supervisor of Elections has instructed the City Clerk that a canvassing board process should be incorporated into the City’s election process.

In addition, on February 6, 2018, City Council directed staff to prepare and present a draft ordinance pertaining to the creation of a canvassing board for elections.

On March 6, 2018, the City Council discussed Ordinance No. 2018-05 as it was written in draft format. The recommended adjustments to the Ordinance have been made and the document is ready for the approval process.

The attached draft ordinance before City Council sets forth a proposed amendment to the Code of Ordinances, Chapter 2 – Administration, Part II. The addition of a subsection (e) under the existing Subpart 2. Districts; Election of Members; Section 2.230. – Qualifications and Methods of Election, would provide for the appointment of a canvassing board.

Budget Impact:
The budget impact will be included in each fiscal year’s budget; the current year 2017-18 will see no additional impact. City Attorney fees in the amount of $581.25 was incurred for approximately 4 hours of service during FY 2017-18 in order to support the canvassing board in October and November of 2017 and have been absorbed with the current budget.
Strategic Impact:
To have a standing election canvassing board representing the City of Mount Dora and operating under supervision and direction of the Lake County Supervisor of Elections.

Recommendation
City Council to approve the First Reading of Ordinance No. 2018-05. Advise staff to conduct final reading and process approval of the Ordinance.

Attachments:

1. Chapter 2, Mount Dora Code of Ordinances

Prepared by: Gwen Keough-Johns, City Clerk
Reviewed by: Thomas P. Klinker, Finance Director 2-27-18
Vince Sandersfeld, Planning & Development Director 2-27-18
Jennifer Cockcroft, City Attorney 3-1-18
Robin R. Hayes, City Manager
ATTACHMENT #1

Chapter 2 - ADMINISTRATION

Footnotes:

--- (1) ---

Cross reference— Community development, ch. 38; library, ch. 62; offenses and miscellaneous provisions, ch. 66; personnel, ch. 70; taxation, ch. 78; traffic and vehicles, ch. 82; utilities, ch. 86; vehicles for hire, ch. 94.

PART I. - IN GENERAL

Secs. 2.000—2.100. - Reserved.

PART II. - CITY COUNCIL

Footnotes:

--- (2) ---

Charter reference— Membership, § 4; meetings, § 8; duties, § 9.

SUBPART 1. - GENERALLY

Sec. 2.110. - Salary of members.

The salary of the members of the city council and of the mayor shall be adopted in the budget each year.

(Code 1969, § 2-14)

Sec. 2.120. - Quorum; adjournment.

A majority of the members of the council shall constitute a quorum. If less than a quorum is present, the meeting shall be adjourned until a quorum is present.

(Code 1969, § 2-15)

Sec. 2.130. - Order of business.

The order of business for the council shall be as established by the city council.

(Code 1969, § 2-16)

Sec. 2.140. - Absences from meetings.

Each councilmember shall be allowed two absences from regular or special meetings each year with pay, and in all other absences pay may be allowed at the discretion of the city council.
Secs. 2.150—2.200. - Reserved.

SUBPART 2. - DISTRICTS; ELECTION OF MEMBERS

Footnotes:
--- (3) ---

Charter reference—Qualifications for election, § 5; district boundaries, § 6; elections, § 10 et seq.

Sec. 2.210. - Creation of districts; boundaries described.

The city council hereby ordains the districts which shall be numbered district 1, district 2, district 3, district 4 and shall be described as follows:

**District 1.** The area encompassed by the boundary described as follows:

From the intersection of South Highland Street and Crane Avenue, the Point of Beginning; proceed north along South Highland Street to the intersection of the CSX right-of-way; thence northeasterly along railroad right-of-way to the intersection of Oak Avenue; thence west along Oak Avenue to the South Gandview Street intersection; thence run north along South Grandview Street to the CSX railroad right-of-way intersection; thence continue northeasterly along railroad right-of-way to the intersection of Tremain Street; thence north along North Tremain Street to Lincoln Avenue; thence run east along Lincoln Avenue to the intersection of North Gandview Street; thence run south along North Grandview Street to the intersection of 11th Avenue; thence run east along 11th Avenue to the intersection of North Simpson Street; thence run north along North Simpson Street to the intersection of Lincoln Avenue; thence run north along North Tremain Street to Lincoln Avenue; thence run east along Lincoln Avenue to the intersection of North Gandview Street; thence run south along North Grandview Street to the intersection of 11th Avenue; thence run east along 11th Avenue to the intersection of North Simpson Street; thence run north along North Simpson Street to the intersection of Lincoln Avenue; thence run east along Lincoln Avenue to the intersection of US Hwy 441; thence continue south along US Hwy 441 to the County Club of Mount Dora western boundary line; Continue north along the western boundary of the Country Club of Mount Dora to the shoreline of Loch Leven; continue north along the shoreline of Loch Leven to the north boundary line of the Country Club of Mount Dora (also the northern line of Section, 20, Township 19 South, Range 27 East); thence run west along the north boundary line of the Country Club of Mount Dora (also be the northern line of Sections, 20 and 21, Township 19 South, Range 27 East) to the northeast of the Country Club of Mount Dora boundary line and run south 1,064 feet following the city limits and the

Less and except those enclaves and areas of unincorporated Lake County falling within the above described boundary.

**District 2.** The area encompassed by the boundary described as follows:

From the intersection of North Tremain Street and Lincoln Avenue, the Point of Beginning (P.O.B) proceed north along North Tremain Street to the intersection of Pine Avenue; thence east along Pine Avenue to the intersection of North Grandview Street; thence run north along North Gandview Street to the intersection of Limit Avenue; thence run east along Limit Avenue (being the north line of Section, 29, Township 19 South, Range 27 East) to the intersection of Bristol Lakes Road; thence run north along Bristol Lakes Road on the east side of roadway (apartment buildings labeled as building numbers 1010, 1008, 1006, 1007, 1003, 1004, and 1002, inclusive) to intersection of US Hwy 441; thence continue south along US Hwy 441 to the County Club of Mount Dora western boundary line; Continue north along the western boundary of the Country Club of Mount Dora to the shoreline of Loch Leven; continue north along the shoreline of Loch Leven to the north boundary line of the Country Club of Mount Dora (also the northern line of Section, 20, Township 19 South, Range 27 East); thence run east along the north boundary line of the Country Club of Mount Dora (also be the northern line of Sections, 20 and 21, Township 19 South, Range 27 East) to the northeast of the Country Club of Mount Dora boundary line and run south 1,064 feet following the city limits and the
Country Club of Mount Dora boundary line; thence run east approx. 617 feet to Britt Road; thence south along Britt Road approx. 255 feet; thence east along city limits approx. 2,600 feet; thence run south along city limits to Wolf Branch Road; thence east along Wolf Branch Road to the intersection of Round Lake Road; thence run south along Round Lake Road to the intersection of SR 46; thence west along SR 46 the northwest corner of Section 34, Township 19 South, Range 27 East; thence north along the western line of Section 27, Township 19 South, Range 27 East to the intersection of Wolf Branch Road (also the southern line of Section 21, Township 19 South, Range 27 East); thence run west along Wolf Branch Road to the intersection of US Hwy 441; thence run southerly along US Hwy 441 to the intersection of Lincoln Avenue; thence run west along Lincoln Avenue to the intersection of North Simpson Street; thence run north along North Simpson Street to the intersection of 11th Avenue; thence west along 11th Avenue to the intersection of North Grandview Street; thence north along North Grandview Street to the intersection of Lincoln Avenue; thence west along Lincoln Avenue to P.O.B.

Less and except those enclaves and areas of unincorporated Lake County falling within the above described boundary.

District 3. The area encompassed by the boundary described as follows:

From the intersection of South Highland Street and Crane Avenue, the Point of Beginning (P.O.B.); proceed north along South Highland Street to the intersection of the CSX railroad right-of-way; thence run northwesterly along the CSX railroad right-of-way to the intersection of Oak Avenue; thence run west along Oak Avenue to the South Gandview Street intersection; thence run north along South Gandview Street to the CSX railroad right-of-way intersection; thence continue northwesterly along railroad right-of-way to the intersection of Tremain Street; thence run north along Tremain Street to the intersection of Pine Avenue; thence run east along Pine Avenue to the intersection of North Gandview Street; thence run north along North Gandview Street to Limit Avenue; thence run west along Limit Avenue to the intersection of the North Tremain Street right-of-way (also the northwest corner of Section 19, Township 19 South, Range 27 East); thence run south along Tremain Street to the intersection of Bay Street (20th Avenue); thence run west along Bay Street (20th Avenue) to the intersection of Donnelly Street; thence run north along Donnelly Street to the intersection of Old Eustis Road; thence run westerly along Old Eustis Road to the city limits located at Shoemaker Drive; thence follow city limit south to shores of Lake Gertrude; thence continue southerly along shores of Lake Gertrude city limits; continue west along the southern shore and city limit of Lake Gertrude to Park Place; thence run west on Park Place to the intersection of Morningside Drive; thence run south along Morningside Drive to the intersection of Florence Road; thence run west along Florence Road to the intersection of Greenway Drive; thence run north along Greenway Drive to city limits; thence follow city limits west to Eudora Road; thence run north along Eudora Road to the intersection of Northland Drive; thence run west along Northland Drive (includes the 9 apartment buildings of Eudora Grove south of the Northland Road extension) to the second apartment entrance at the intersection of Lake Center Drive; thence run west along Lake Center Drive to the intersection of CR 19A; thence run southerly along CR 19A, following city limits to the intersection of Old US Hwy 441; thence run south to the shoreline of Lake Dora; thence continue easterly along shore of Lake Dora to the city limits on the north shore of Lake Dora; thence continue southeasterly along city limits to the Lake/Orange County line; thence east along Lake/Orange County line to P.O.B.

Less and except those enclaves and areas of unincorporated Lake County falling within the above described boundary.

District 4. The area encompassed by the boundary described as follows:

From the intersection of CR 19A and Lake Center Drive, the Point of Beginning (P.O.B.); proceed northerly along CR 19A to the intersection of the southern boundary of Section 26 Township 19 South Range 26 East; continue east along the southern boundary of Section 26 Township 19 South Range 26 East to the eastern shore of Lake Saunders; continue north and east following the city limits to the intersection of US Hwy. 441; thence continue east along US Hwy 441 to Gables Drive
intersection; thence run east approximately 245 feet to city limits located at the west boundary line of Lowes Home Improvement Center; thence north, following city limits, approx. 1,250 feet; thence run east, following city limits, approx 700 feet to SR 44; thence continue northerly along SR 44 to the intersection of Orange Avenue CR 44C/SR 44; thence run east along SR 44 to the intersection of Britt Road; thence run south along Britt Road and the Lakes of Mount Dora boundary line and following the city limits south along the Lakes of Mount Dora boundary line to the northern boundary of the Country Club of Mount Dora (being the south line of Section 16, Township 19 South, Range 27 East); thence run west along the northern boundary line of the Country Club of Mount Dora (also the south line of Section 16, Township 19 South, Range 27 East) to the eastern shore of Loch Leven; thence run southwesterly along shore of Loch Leven Lake following the city limits and Country Club of Mount Dora boundary to US Hwy 441; thence run northerly along US Hwy 441 to the intersection of Bristol Lakes Road; thence run south along Bristol Lakes Road (apartment buildings labeled as building numbers 1001, 1005, 1009, 1011, 1013, and 1015 inclusive) to the intersection of Limit Avenue; thence run west along Limit Avenue to the intersection of the North Tremain Street right-of-way (also the northwest corner of Section 29, Township 19 South, Range 27 East); thence run south along North Tremain Street right-of-way (also the western line of Section 29, Township 19 South, Range 27 East) to the intersection of Bay Street (20th Avenue); thence run west along Bay Street (20th Avenue) to the intersection of Donnelly Street; thence run north along Donnelly Street to the intersection of Old Eustis Road; thence run west along Old Eustis Road to the intersection of Shoemaker Lane; thence run north following the city limit to US Hwy 441; thence run east on Hwy 441 following the city limit to Eudora Road at the intersection of Lake Center Drive; thence run north along Eudora Road to the intersection of Northland Road; thence run west on the Northland Road extension to the second apartment entrance at the intersection of Lake Center Drive (includes the southern 10 apartment buildings of Eudora Grove, located on north side of the Northland Road extension); thence run westerly along Lake Center Drive to CR 19A being the P.O.B.

Less and except those enclaves and unincorporated Lake County falling within the above described boundary.

(Code 1969, § 2-21; Ord. No. 793, § 1, 9-4-01; Ord. No. 2011-09, § 2, 7-19-11)

Sec. 2.220. - Years of election for district and at-large positions.

(a) Districts 2 and 3 created in this subpart shall run in the even-numbered years and districts 1 and 4 shall run in the odd-numbered years.

(b) One at large councilperson shall be elected in each even-numbered year and in each odd-numbered year. For purposes of identification, the odd-year at-large council office shall be identified as "at-large odd" and the even-year at-large council office shall be identified as "at-large even."

(Code 1969, § 2-22)

Sec. 2.230. - Qualifications and methods of election.

(a) To be qualified to run for election as a candidate for city council, an individual shall have maintained a residential address within the city limits of the City of Mount Dora and shall have been a registered elector of Lake County, Florida, eligible to vote in elections of the City of Mount Dora for no less than 12 consecutive months prior to filing for candidacy.

(b) To be qualified to run for election as the council representative of a district, a candidate, in addition to all requirements of state statutes and the Charter, must reside within the defined boundaries of the district.

(c) All candidates for city office shall be elected by plurality.
(d) District candidates shall be elected by the electors residing in the defined district from which the candidate is seeking election. At-large candidates and the mayoral candidate shall be elected by all electors within the city.


Sec. 2.240. - Adjustment of district boundaries.

The council shall redefine the boundaries of the districts created in this subpart in the year following each United States census year to keep the district populations within the requirements of the United States Constitution and all federal or state laws. However, the council shall have the power to adjust the district boundaries more often as documented population gains may justify.

(Code 1969, § 2-24)

Secs. 2.250—2.350. - Reserved.

PART III. - OFFICERS AND EMPLOYEES

Sec. 2.360. - City manager to perform or delegate duties of city clerk.

(a) The city council has determined the need to consolidate and streamline the responsibilities within the city government, and because the Charter provides the city manager with the duties of the chief administrative office of the city, all duties of clerk should be performed by the city manager unless the city manager, in his or her discretion, appoints an employee to the position of city clerk.

(b) The city manager, in addition to his or her duties described in the Charter, shall perform all duties of clerk including keeping the seal and the records of the city and attesting to the mayor's or vice mayor's signature on official documents unless the city manager, in his or her discretion, appoints a city employee to the position of city clerk.

(c) The city manager, at his or her discretion, may appoint an employee to the position of city clerk. If the city manager appoints an employee to the position of city clerk, then the city employee receiving the appointment shall perform all duties of clerk including keeping the seal and the records of the city and attesting to the mayor's or vice mayor's signature on official documents.

(d) The city manager, at his or her discretion, may remove a city employee from the position of city clerk. If the city manager removes a city employee from the position of city clerk, then the city manager may appoint another city employee as city clerk. After removing a city employee from the position of city clerk, if the city manager does not appoint another city employee as city clerk, then the city manager shall resume all duties of city clerk.

(Ord. No. 1027, § 1, 12-2-08)


Secs. 2.370—2.470. - Reserved.

PART IV. - DEPARTMENTS

Sec. 2.480. - Established; duties.
There shall be the following departments: building and zoning, public works, police, fire, personnel, finance, utilities, sanitation and utility support and library. The authority, duty and responsibility of each department and the personnel thereof shall be as established by federal and state law, by the county and intergovernmental agreements and by the Charter, ordinances, resolutions, contracts, and personnel policies properly established and as amended from time to time.

(Code 1969, § 2-5)

Secs. 2.490—2.590. - Reserved.

PART V. - FINANCE[41]

Footnotes:

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Cross reference— Taxation, ch. 78.

SUBPART 1. - GENERALLY

Secs. 2.600—2.620. - Reserved.

Sec. 2.630. - Selection and retention of city auditor.

The city council shall annually cause to be conducted an audit of the accounts and records of the city. The audit shall be performed by an independent certified public accountant, who shall be engaged for a term of no longer than five successive years, and who may not be engaged for an immediately successive term of any length following any five successive years, including any years served prior to October 1, 2005.

(Ord. No. 829, § 1, 4-15-03)

Editor's note— Section 3 of Ord. No. 829, adopted April 15, 2003, states that said ordinance shall not take effect until October 1, 2005.

Secs. 2.640—2.650. - Reserved.

SUBPART 2. - RESERVED[5]

Footnotes:

--- (5) ---

Editor's note— Ord. No. 879, § 1, adopted August 16, 2005, repealed subpart 2 in its entirety, which pertained to budget and derived from the Code of 1969, § 2-6.

Secs. 2.660—2.770. - Reserved.

PART VI. - EMPLOYEE BENEFITS
Sec. 2.780. - Participation in social security system; compliance.

The city shall participate in the social security system of the United States for its agents, servants and employees and shall comply with all laws and regulations thereto.

(Code 1969, § 2-28)

Secs. 2.790—2.890. - Reserved.

PART VII. - MUNICIPAL PROPERTY

SUBPART 1. - GENERALLY

Secs. 2.900—2.950. - Reserved.

SUBPART 2. - REAL PROPERTY

Footnotes:

--- (6) ---

Editor's note—Ord. No. 2015-15, § 2, adopted August 18, 2015, in effect repealed the former subpart, §§ 2.960 and 2.970, and enacted a new subpart as set out herein. The former subpart pertained to similar subject matter, and derived from the Code of 1969, §§ 2-58 and 2-64.

Sec. 2.960. - Conveyance of city property.

The city may convey real property owned by it by complying with all applicable state statutes pertinent to the conveyance of real property by municipalities. Any such conveyance shall be by resolution.

(Ord. No. 2015-15, § 2, 8-18-15)

Secs. 2.970—2.1030. - Reserved.

SUBPART 3. - SURPLUS PROPERTY

Sec. 2.1040. - Classification as surplus.

The city council shall have the discretion to classify as surplus any of the city's property that is obsolete or the continued use of which is uneconomical or inefficient or which serves no useful function. Any such determination of the council that such property is surplus shall also estimate the value of such property. The city council may delegate to the city manager the responsibility of making these determinations.

(Code 1969, § 2-70)

Sec. 2.1050. - Disposal when of no commercial value.
If the surplus property has been estimated to be of no commercial value, in the city manager's discretion, the property may be donated, destroyed or abandoned.

(Code 1969, § 2-71)

Sec. 2.1060. - Disposal when valued at $100.00 or less.

If the surplus property has been estimated to be of some commercial value, but such value does not exceed $100.00, the city manager shall dispose of the property in any reasonable manner which he determines will bring the greatest price.

(Code 1969, § 2-72)

Sec. 2.1070. - Disposal when value exceeds $100.00.

If the estimated value of the surplus property is greater than $100.00, the city manager shall dispose of the property to the highest bidder, by sealed bid or public auction as follows:

(1) By sealed bids, after publication of notice not less than one week or more than two weeks prior to the bid opening and sale, in a newspaper having general circulation in the city.

(2) By public auction, after publication of notice not less than one week or more than two weeks prior to the sale in a newspaper having general circulation in the city.

(Code 1969, § 2-73)

Sec. 2.1080. - Disposal of property seized by police department.

(a) If a vehicle or other property is taken into custody by the police department pursuant to applicable state statutes and has not been reclaimed as provided for in state statutes, the vehicle or property may be declared surplus and disposed of as provided in sections 2.1040 through 2.1070. This subpart does not apply to the Florida Contraband Forfeiture Act.

(b) The purchaser of the vehicle or property shall take title subject to all liens and claims of ownership and shall receive a sales receipt from the police department.

(c) From the proceeds of the sale, the city shall be reimbursed for the expenses of the auction; the costs of towing, preserving and storing the vehicle or property; and all notice and publication costs incurred pursuant thereto. Any remainder from the proceeds of such sale shall be held subject to claim by the owner of the vehicle or property or the entitled lienholder for 30 days, whereupon such amount shall then be deposited in and forfeited to the police department contraband forfeiture fund.

(Code 1969, § 2-74)

Sec. 2.1090. - Proceeds from sale.

Except as provided in section 2.1080, the proceeds from the sale of surplus property shall be deposited into either the general fund or the utility system revenue fund, depending on which fund purchased the item of property, and these funds may be used by the city as are any other miscellaneous revenues.

(Code 1969, § 2-75)

Secs. 2.1100—2.1200. - Reserved.
PART VIII. - BOARDS AND COMMISSIONS

SUBPART 1. - GENERALLY

Sec. 2.1210. - Appointments.

Notwithstanding any other section of this Code to the contrary, whenever an appointment to a board established by or having authority under the city council is required to be made by the governing body, the term "governing body" shall be construed to mean the mayor and the city council, and all appointments shall be made by the city council.

(Code 1969, § 2-78; Ord. No. 594, § 1, 4-7-92; Ord. No. 2009-07, § 3, 4-7-09)

Sec. 2.1220. - Appointee removal.

Notwithstanding any other section of this Code to the contrary, board members appointed by city council, shall serve at the pleasure of the council and may be removed at any time by the council when, in its sole and absolute discretion, removal is necessary. Further, for boards meeting monthly, the absence from more than three regular board meetings during any calendar year by a board member appointed by city council shall be considered a forfeiture of that member's seat on the board. For boards meeting quarterly, the absence from more than two consecutive regular board meetings during any calendar year by a board member appointed by city council shall be considered a forfeiture of that member's seat on the board. In that event city council, shall appoint a new member to fill the unexpired term of the forfeiting member.

(Code 1969, § 2-79; Ord. No. 594, § 1, 4-7-92; Ord. No. 599, § 1, 7-7-92; Ord. No. 2009-07, § 3, 4-7-09)

Secs. 2.1230—2.1280. - Reserved.

SUBPART 2. - CODE ENFORCEMENT BOARD

Footnotes:

--- (7) ---

Editor's note— Ord. No. 887, § 1, adopted February 7, 2006, repealed and reenacted subpart 2 in its entirety to read as herein set out. Formerly, subpart 2 pertained to similar subject matter, and derived from the Code of 1969, §§ 2-85—2-88.

Sec. 2.1290. - Code enforcement system adopted.

The code enforcement system set forth in F.S. ch. 162 is adopted as the code enforcement system of the city.

(Ord. No. 887, § 1, 2-7-06)

Sec. 2.1300. - Special magistrate.
One or more special magistrates designated by the city council shall have the authority to hold hearings and assess fines against violators of the codes and ordinances of the city.

(Ord. No. 887, § 1, 2-7-06)

Sec. 2.1310. - Selection; compensation.

(a) A committee composed of the city manager, the human resources director, the chief of police, city attorney and the community development director, shall solicit applications from persons willing to serve as special magistrates, shall interview and evaluate applicants, and shall make recommendations to the city council regarding the designation of one or more special magistrates under this subpart.

(b) Every special magistrate designated hereunder must be a member of the Florida Bar in good standing, for at least five years prior to appointment, must demonstrate satisfactory knowledge of municipal law and the general procedures for enforcement of municipal codes, and must demonstrate a temperament suitable for the exercise of the quasi-judicial powers vested in each special magistrate.

(c) Each special magistrate so designated shall be compensated as agreed upon by the special magistrate and the city manager.

(Ord. No. 887, § 1, 2-7-06)

Sec. 2.1320. - Rules and regulations.

The special magistrate(s) may adopt rules and regulations to govern code enforcement proceedings so long as such rules are not in conflict with any state law, or any ordinance or charter provision of the city, and do not deny any participant in the code enforcement proceedings due process of law. All such rules and regulations shall be in written form and shall be provided to parties to the proceedings upon request.

(Ord. No. 887, § 1, 2-7-06)

Sec. 2.1330. - Personnel.

The city attorney shall serve as counsel to the code enforcement officer, to assist in the preparation and prosecution of cases to the extent desired by the code enforcement officer and as approved by the city manager. The city manager shall provide clerical and administrative personnel as may be reasonably required by the special magistrate for the proper performance of the magistrate's duties.

(Ord. No. 887, § 1, 2-7-06)

Sec. 2.1340. - Conduct of hearings.

Upon request of the code enforcement officer, or at such other times as may be necessary, the special magistrate may convene a hearing on one or more pending code enforcement cases. Minutes shall be kept of all hearings and all hearings and proceedings shall be open to the public.

(Ord. No. 887, § 1, 2-7-06)

Sec. 2.1350. - Rehearing.
An aggrieved party, including the city council, may move for rehearing of an order entered by the special magistrate. A motion for rehearing must be filed within ten days of entry of the order as to which rehearing is sought. The special magistrate may also rehear a case on his own initiative by providing written notice to the parties within this ten-day period. A motion for rehearing shall toll the time to appeal the order until 30 days after the decision of the special magistrate on the motion for rehearing. If an appeal is filed while a motion for rehearing is pending, the motion for rehearing shall be considered to have been waived. The motion for rehearing shall include a concise statement of the legal and factual grounds for rehearing. Once a motion for rehearing is filed, the special magistrate shall consider it no later than the next meeting, without hearing any testimony or argument from the movement, to determine whether the motion is facially valid and sets forth grounds which, under this subsection, would justify rehearing. If the special magistrate determines that the motion is facially defective, he may deny the motion without hearing testimony or conducting further proceedings. If the special magistrate determines that the motion is facially valid, then either at that meeting or at its next meeting, he may hear legal argument, and if the basis for the motion is factual, may also hear testimony, in favor of and in opposition to the motion. The grounds for rehearing an order of the special magistrate are limited to the following only:

1. Errors on the face of the record.
2. Misconduct of the code enforcement officer or the special magistrate.
3. Misconduct of a witness or other third party who participated materially in the original hearing.
4. Newly discovered evidence which could not have been discovered prior to, or at the time of, the initial hearing, through the exercise of due diligence.
5. The decision of the special magistrate is contrary to the law or there is absolutely no factual support for the decision in the record.

The filing of a motion for rehearing shall not toll any time for compliance with the order subject to the motion for rehearing.

(Ord. No. 887, § 1, 2-7-06)

Sec. 2.1360. - Recordation of code enforcement liens.

Upon rendition of an order imposing fines by the code enforcement special magistrate or code enforcement board, the code enforcement department shall by regular mail and certified mail or by hand delivery serve a copy of said order upon the subject respondent(s) at the address listed in the tax collector's office for tax notices. If respondent(s) fail to pay the fines imposed within the time set in the order imposing fines or within ten days of service of the order by the city if the order is silent as to timing of payment, the code enforcement department shall cause a certified copy of the order imposing fines to be recorded with the clerk of court for Lake County, Florida, thereby creating a lien upon the real and personal property of respondent(s) as provided in the order imposing fines.

(Ord. No. 2013-10, § 2, 8-6-13)

Sec. 2.1361. - Limitation on accrual of imposed fines.

In the event that fines contemplated within an order imposing fines continue to accrue beyond the date of imposition, no such fines shall accrue to an amount that exceeds the just value, as determined by the Lake County Property Appraiser's Office as of the date of imposition of fines, of the property subject to the code enforcement action.

(Ord. No. 2013-10, § 2, 8-6-13)
Sec. 2.1362. - Requests for reduction of imposed fines.

After an order imposing fines is recorded by the code enforcement department, only the city council shall be authorized to consider reductions in the amount of fines imposed. A request for reduction of fines shall be made in writing to the city manager. Upon receipt of a request for reduction of fines, the city manager shall prepare a report and recommendation to the city council and schedule the request for reduction of fines for the next possible regular meeting of the city council.

The city council shall consider the following:

1. The gravity of the violation;
2. Any actions taken by the violator to correct the violations;
3. Any previous violations committed by the violator; and
4. Any other mitigating circumstances which may warrant considerations

The city council may uphold the total amount of the imposed fines or order a reduction of such fines provided, however, that in no event shall the city council reduce the amount of imposed fines to a value less than 25 percent of the just value, as determined by the Lake County Property Appraiser's Office as of the date of imposition of fines, of the property subject to the code enforcement action.

(Ord. No. 2013-10, § 2, 8-6-13)

Secs. 2.1363—2.1380. - Reserved.

SUBPART 3. - PARK AND RECREATION BOARD

Sec. 2.1390. - Created.

There is created and established a park and recreation board which shall aid the city council in such matters relating to parks and recreation as the council may from time to time request.

(Code 1969, § 2-91)

Sec. 2.1400. - Membership and terms.

(a) Members of the park and recreation board shall be residents of the city. The park and recreation board shall consist of seven regular members and two alternate members to sit in the absence of a regular member who shall be appointed by city council. After the initial board, the terms of office for members of the park and recreation board shall be two years, unless sooner by the council.

(b) Unexcused absence from three regular park and recreation board meetings during any calendar year by a park and recreation board member shall be considered a forfeiture of that member's seat on the board.

(Code 1969, § 2-92; Ord. No. 687, § 2, 2-4-97; Ord. No. 2009-07, §§ 2, 3, 4-7-09; Ord. No. 2011-14, § 2, 9-6-11)

Sec. 2.1410. - Rules.

The park and recreation board may adopt such rules it deems necessary to carry out this subpart. However, the following rules shall apply to the park and recreation board:
(1) **Meetings.** The park and recreation board shall hold one regularly scheduled meeting every other month or as required. Special meetings may be called by the chairman, when necessary.

(2) **Voting.** Four members of the park and recreation board shall constitute a quorum. Action of the park and recreation board shall be by majority vote.

(3) **Officers.** The park and recreation board shall annually select from among its membership a chairman and a vice-chairman. This annual selection shall occur at the regularly scheduled January meeting.

(Code 1969, § 2-93; Ord. No. 2011-14, § 3, 9-6-11)

Sec. 2.1420. - Duties.

In addition to any other assignment which may be requested by the council from time to time, the park and recreation board shall have the duty to:

(1) Study and make recommendations concerning the development and use of all parks, parkways, playgrounds, and other recreational facilities of the city.

(2) Study and recommend reasonable rules in connection with the use of all parks, parkways, playgrounds and other recreational facilities of the city.

(3) Study and recommend the establishment, change and modification of reasonable rates and charges for the use of any of the city recreational facilities, both as to resident and nonresident users.

(4) Survey the need for improving existing recreational facilities and recommend new and future parks, playgrounds and recreational facilities for the purpose of meeting the needs of the public for adequate and sufficient recreational opportunities.

(Code 1969, § 2-94)

Secs 2.1430—2.1490. - Reserved.

SUBPART 4. - PUBLIC ARTS COMMISSION

Sec. 2.1500. - Created.

There is created and established a public arts commission which shall aid the city council in such matters relating to public art as the council may from time to time request.

(Ord. No. 2016-15, § 5, 4-19-16)

Sec. 2.1510. - Membership and terms.

(a) Members of the public arts commission shall consist of seven members appointed by the city council. The commission shall be composed of members with skills and experience derived as a preference, and not as a requirement for selection and appointment, to the following criteria, whenever possible:

(1) When possible, two individuals will be chosen from the following discipline of landscape architect, architect, urban planning, engineering, or a related design discipline.

(2) Two professional artists.

(3) One citizen knowledgeable in the field of public art, education or community affairs.
(4) One representative from the Board of the Mount Dora Center for the Arts.
(5) One at-large citizen.

(b) All members shall reside, own property or work in the city; however, four of the seven members must be residents of the city.

c) Term shall be two years in length, staggered such that not more than four of the two-year terms expire in any calendar year. Once a person has served three full and consecutive terms on the commission, that person shall not be eligible for reappointment to the board for a length of time equal to one full term on the commission.

d) Unexcused absence from three regular public arts commission meetings during any calendar year by a public arts commission member shall be considered a forfeiture of that member's seat on the commission.

e) At the first meeting of the calendar year, the commission shall elect one of the members as chairman and such officers as it finds necessary. The commission shall meet at such times as it finds necessary.

(f) A quorum for any meeting is required of the commission and shall be a majority of the members.

(g) The commission shall adopt such rules of procedure as it finds necessary, which shall not be in conflict with state statute or ordinances of the city.

(h) Members of the commission serve without commission or honorarium, but shall be entitled to receive reimbursement for per diem and travel expenses for meetings and conferences outside of the city in accordance with city council authorized travel policy guidelines, provided that prior approval in writing is given by the city manager.

(Ord. No. 2016-15, § 5, 4-19-16)

Sec. 2.1520. - Duties.

In addition to any other assignment which may be requested by the council from time to time, the public arts commission shall have the duty to:

(1) Develop guidelines, selection procedures and organizational policies to facilitate this section, and be approved by the city council by resolution.

(2) Prepare an annual public art plan in concert with city staff to establish design criteria, policies, objectives, priorities and projects for the public art program; as well as the annual budget recommendations for the public art fund.

(3) Prepare a five-year strategic public arts master plan identifying locations for future public artworks, establishing a maintenance plan for all public art on city property; establishing priorities defining program direction and goals, encouraging coordination of community arts efforts, and other tasks to assure a successful public art program.

(4) Related to eligible public construction projects, in concert with city staff, work with the appropriate city departments to perform project planning for public artwork; designate sites; determine project scopes and budget; manage the artist selection process; commission artworks; approve design and placement of artworks; oversee maintenance of artworks and any replacement thereof; and select the artwork for public projects.

(5) Coordinate, investigate, review and recommend to the city council other means by which artworks may be obtained, including donations, permanent and temporary exhibitions, sponsorships and grants for public art projects.

(6) Advise the city council of all artwork acquisitions, installations, displays and exhibits of public artwork, and other public art activities deemed appropriate by the commission.
(7) Encourage public artwork throughout the city and educate and stimulate the participation of all citizens in joint public and private efforts to promote art in public places.

(8) Conduct other duties as assigned by the city council for the furtherance of public artworks and art education and awareness in the City of Mount Dora.

(Ord. No. 2016-15, § 5, 4-19-16)

Sec. 2.1530. - Encroachment into the public right-of-way.

Public artwork is allowed to be located, as part of a safe and allowable design and location, within the public right-of-way provided it has been approved by the public arts commission per their program guidelines, and a written agreement authorizing the placement location has been executed with the city manager. However, artwork on private property shall not be allowed to encroach on public right-of-way.

(Ord. No. 2016-15, § 5, 4-19-16)

Sec. 2.1540. - Responsible city official.

The administration of the public arts commission shall be by the city's parks and recreation department.

(Ord. No. 2016-15, § 5, 4-19-16)
ORDINANCE NO. 2018-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, PROPOSING AN AMENDMENT TO THE CODE OF ORDINANCES, CHAPTER 2 – ADMINISTRATION PART II. CITY COUNCIL; SUBPART 2. DISTRICTS; ELECTION OF MEMBERS; SECTION 2.230. – QUALIFICATIONS AND METHODS OF ELECTION; ADDING SUBSECTION (e), TO INCLUDE THE APPOINTMENT OF A CANVASSING BOARD WHEN NECESSARY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR CONFLICTS, SEVERABILITY; PROVIDING FOR CORRECTION OF SCRIVENER’S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Mount Dora recognizes that municipal elections shall be conducted by the Lake County Supervisor of Elections and shall be governed by the Florida Election Code, pursuant to Section 100.3605, Florida Statutes; and

WHEREAS, the City Council of the City of Mount Dora recognizes the need for a local municipal election canvassing board appointment process; and

WHEREAS, the City Council of the City of Mount Dora wishes to amend its Code of Ordinances to add an additional section to provide for the appointment of a canvassing board to serve when Lake County does not have a canvassing board; and

WHEREAS, the City of Mount Dora and Lake County, Florida have traditionally conducted elections through the use of an interlocal/interagency agreement by which the County administers elections during general election years; and

WHEREAS, the City of Mount Dora has been advised by the Clerk of Courts of Lake County, Lake County Supervisor of Elections, that it is necessary for each municipality to have a canvassing board available to canvass municipal ballots for municipal elections conducted for years when there is not a Lake County and/or general election; and

WHEREAS, as there are no applicable provisions in the Florida Statutes pertaining to the composition of municipal election canvassing boards, the City of Mount Dora City Council, pursuant to its municipal home rule powers as provided for by law in the Florida Constitution and other general laws, hereby finds that it is appropriate to adopt an ordinance to prescribe the composition of a canvassing board; and

WHEREAS, a canvassing board will be assembled to include participation of an elected official and a citizen as set forth within the body of this Ordinance, at a City Council meeting following dates of qualification for the City of Mount Dora election; and,

WHEREAS, it is the intent of the City of Mount Dora to provide for a canvassing board which shall consist of the City Clerk, Deputy City Clerk, a City Attorney, a member of the City Council who is not up for election, and a member of the public, as outlined further within the body of this Ordinance; and
WHEREAS, the canvassing board shall perform all duties required by law, under the supervision and direction of the Lake County Supervisor of Elections.

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

SECTION 1. Legislative Findings and Intent: The City of Mount Dora Council has complied with all requirements and procedures of Florida Law in processing this Ordinance and hereby adopts the recitals above.

SECTION 2. Implementing Administrative Actions/Codification: The City Manager is hereby authorized and directed to take such actions as she may deem necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent. The provisions provided for above shall be codified as appropriate as set out below but may be modified as to numbering if necessary by the municipal codifier:

CHAPTER 2 – ADMINISTRATION PART II. CITY COUNCIL; SUBPART 2. DISTRICTS; ELECTION OF MEMBERS; SECTION 2.230. – QUALIFICATIONS AND METHODS OF ELECTION;

(e) CANVASSING BOARD:

(1) For years in which a general election is not conducted, a municipal canvassing board shall be appointed.

(2) The canvassing board shall consist of:

a. the City Clerk or other designee of the City Manager who shall act as Chairperson of the canvassing board; and

b. the Deputy City Clerk or designee; and

c. the City Attorney; and

d. a member of the City Council who shall not be a candidate for City Council during that election cycle; and

e. a member of the public appointed by the City Manager through an application process.

(3) The canvassing board shall abide by all obligations of local, Florida, and federal laws in the exercise of its duties, specifically: FS §100.3605, as amended from time to time.

(4) Appointments shall be made for one election cycle only.
SECTION 3: Scrivener’s Errors: Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION 4. Conflicts. All Ordinances or part of Ordinances in conflict with this Ordinance are hereby repealed; provided, however, that any Code or Ordinance that provides for an alternative process to effectuate the general purposes of the Ordinance shall not be deemed a conflicting Code or Ordinance.

SECTION 5. Severability. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, work, or portion of the Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 6. Effective Date. This Ordinance shall take effect upon enactment by the City Council and shall be codified into the City of Mount Dora Code of Ordinances, Administration Section.

FIRST READING: 20th day of March, A.D., 2018
SECOND READING: 3rd day of April, A.D., 2018
PASSED AND ADOPTED this 3rd day of April, A.D., 2018.

__________________________
Nick Girone
MAYOR of the City of Mount Dora, Florida

ATTEST:

__________________________
GWEN KEOUGH-JOHNS, MMC
CITY CLERK

Approved as to form and legality as to the City of Mount Dora.

__________________________
William Colbert or Jennifer Cockcroft, Esq.
Stenstrom, McIntosh, Colbert & Whigham, P.A.
City Attorney
DATE:    March 20, 2018

TO:    Honorable Mayor and City Council

FROM:    Robin R. Hayes, City Manager

RE:    Monthly Accomplishments and CIP Status Updates – February

City Clerk

- Facilitated assignment of city issued e-mail addresses to all board/committee members
- Scheduled and prepared for meeting with Mount Dora Christian Academy and Mount Dora High School principals regarding the creation and implementation of a student council program
- Assisted with several public records requests pertaining to Code Enforcement
- Trained new employees on Public Records (Human Resources, Planning & Development)
- Assisted Police Department with records destruction
- Facilitated training for employees on new agenda management software
- Attended and participated in Community Garden project meetings
- Gwen – attended the International Institute of Municipal Clerks, Region III Annual Conference as President of the Florida Association of City Clerks
- Kept abreast of agenda items for City of Eustis, City of Tavares and Lake County Board of County Commissioners; notified City Manager if anything was of interest to Mount Dora
- Researched Parks Master Plan historical information for Leisure Services Director
- Corresponded with MCCA regarding Laserfiche software proposal

Human Resources

- Started the preparing for the Collective Bargaining Process for the Police, Fire and General Employee Unions
- Conducted Various Position Salary Surveys
- Created a new Volunteer Application for all departments
- Met with Insurance Brokers to discuss various issues relating to Health Care Plan
- Completed BSA clean up in preparation for Position Budgeting
- Distributed 1095 C’s for employees
- Attended Claims Review with PGIT, our workers compensation and Liability Insurance Carrier
• Interviewed candidate for Utility and Plant Operations Director

**Fire Department**

• Resolution passed to use Lake County’s TRIM notice to publish notification for the fire assessment fee.
• Two firefighters completed a rope rescue class. One of our own personnel is an instructor in the class.
• Four of our personnel instructed the officers of the Reedy Creek Fire Dept in the latest incident command procedures.

**Police Department**

**Patrol**

• Traffic stops - 662
• Arrests - 30
• Reports - 192
• Crashes - 106

**Community Relations**

• Canine Mayors Swearing In Ceremony, 2/6
• Downtown CRA Meeting, 2/7
• CPA CJIS compliance 2/5 to 2/9
• Worked African American History event
• Seniors Club Meetings 2/13
• Triangle elementary SAC meeting
• Coffee with a COP, 2/15
• Council Meeting, 2/20
• Citizens Police Academy 18-01 kicked off 2/21
• Pathfinders Tour at PD, 2/23
• Northeast Neighborhood Watch meeting, 226
• Pickup Furniture for Families, 2/27

**Training**

• Firearms Qualification 2/20 and 2/22
• Defensive tactics
• Use of Force forms
• Holding cells
• Monitoring of prisoners

**SRO Middle school**

• 3 juveniles charges with Disrupting School Function at Middle school
SRO High School

- 1 student at the High School has charges pending for Disrupting School Function

CPA Volunteers At PD (Days worked)

- CPA James Giancola and Cathy Gillespie volunteering at the PD

Administrative

- Worked on the Art Festival After Action Plan
- Worked on the African American Festival
- Attended the Citizens Police Academy
- Working on FDLE Recertification’s
- Vehicle purchase, inspected 6 vehicles in Orlando
- Worked on the Spring Show
- Worked on the Easter Egg Drop
- Attended 2 on-site wedding event meetings at Sunset Park & the Community Bldg
- Attended an IAP meeting for the Spring Show

Parks and Recreation

Parks/Cemetery

- Old Joe was installed and dedication held.
- Ross Bushman completed all irrigation repairs at the cemetery.
- Fence repairs completed at the cemetery.

CRA

- Removed landscaping & replaced with brick paver at the tripping hazard on 3rd Avenue.

Facility Care Services

- Continuing to work towards standardizing all dispensers and supplies at all facilities.
- Working on mid-year budget review & CIPs.

Special Events

- Hosted and facilitated public services for the 43rd Arts Festival on Feb. 3-4.
- The shuttle cart program was coordinated by Grace Aguda with the great assistance from Peter Wincup, Police and Planning Departments.
- Hosted and facilitated public services for 8th Annual African American History Festival on Feb. 10.

Productions

- Shanana Tribute Concert – Feb 10
• LC Swing Band Concert – Feb 11
• The James Taylor Experience – Feb. 16
• Blue Oyster Cult Concert – Feb. 21
• Cece Teneal Concert – Feb. 24

Projects
• Further developed roles for the event volunteer team for future specials events
• Finalized and distributed sponsorship proposals for three city events.
• Received Community Trust funding of $10,000 for three city events.
• Submitted RFP for event shuttle services to the Purchasing department.
• Coordinated a wedding program proposal for further consideration.

Recreation
• Conducted a SWAT analysis for the community recreation services division
• Met with the Round Lake School principle to gain access to their school for the summer program
• Completed the installation of the shade cover at the pool
• Finished the installation of the OLD JOE alligator at palm island
• Monitoring the class programs as well as sports programs and making adjustment where necessary.
• Ended the monthly movie in the park series.

Planning and Development
• Developed scope of services for CRA Redevelopment Plan action items (façade grants, plan extensions, and shuttle program).
• Coordinated CRA 101 presentation to Advisory Committee members as a summary report on the Community Redevelopment Agency Florida Statute and adopted redevelopment Plans.
• Developed Economic development presentation materials.
• Reviewed the Lake-Sumter MPO’s Project Priority List.
• Coordinated with FDOT to pursue Local Agency Program Certifications and requirements.

Electric Utility
• Wekiva 3A/3B Project – Attended four weekly progress meetings. The temporary service installation is complete. We are waiting for FDOT to apply for electric service for the temporary traffic signal. It appears that the temporary service to this location will be installed in the next several weeks.
• Osmose completed the wood pole inspections for the entire distribution system. The danger poles were replaced immediately, and 69 work orders were created to replace each pole that was found to be rejected.
• New LED lights were installed along 5th Avenue and Donnelly Park. Charles completed a news release on the pilot project.
• Category F, Electric Utilities cost was submitted to FEMA for reimbursement.
The submitted cost was $131,918.

- The meter change-out project has started back after temporarily being interrupted by Hurricane Irma.
- Charles updated the Power Cost Charge spreadsheet to incorporate the most recent fuel cost forecast from Duke Energy. Initial indications are that the PCC will stay the same or be slightly reduced on April 1.
- The staff worked to update the material list, adding and deleting material items and setting reorder points for all of the electric inventory.
- Steve attended training and worked with Lisa McDonald to roll out “Report a Concern.” A citizen is now able report a streetlight outage through the web.

**Public Works**

**Distribution**

- Finished water line installation to GLF construction trailer on SR46

**Collections**

- Replacement of starter on lift station #43 Repairman estimated $3,000.00 Kevin Taylor with a few special tools replaced it for $350.00 including the starter.

**Public Works**

- Mark Rudowske has been promoted to Public Works Director
- Installed sidewalk around the alligator at Palm Island
- Installed pavers on 4th Ave to correct a trip hazard by Magical Meat Boutique.

**Water Plants**

- On the 21st Data Flow, Dan Ortiz & Sandra Janik were able to complete the new screen/plus alarms for the bleach tank levels. Now if we have a leak in the middle of the night and the tank goes low, we will get a call out. We can monitor the levels remotely now too.
- Kristen Turner has finished her first water book and is already on the next. One step closer to getting her water license.

**Library**

- Two new positions of Library Asst. II – Youth Services were filled, restoring staffing in the Children’s Library back to 2008 levels.
- Conversion of all 5,745 DVDs from the 38 pods into an alphabetical filing system began, with 57% DVDs converted by month’s end. When completed, the cancellation of the pod system’s maintenance contract will yield the City an annual $7,300 savings.
- The Library’s first streaming product, Hoopla, was cancelled after a product review, with all 100 users being notified via phone calls. Analysis revealed that, while very popular,
half of the users lived outside Mount Dora. A projection of the year-end costs of this pay-
per-download service were estimated to be over $8,000, instead of the $2,000 budgeted. Staff will research subscription-based replacements for the new fiscal year.

- A drafting firm was hired to develop building plans for the interior wall being proposed with the Children’s Library remodel.
- A series of Excel and Word classes were designed for and advertised to all City employees, using our newest credentialed volunteer instructor.
- Landscape Gardener Melanie Griffey contacted all three Library-approved Butterfly Garden volunteers and invited them to attend monthly planning meetings, where they’ll schedule various weeding, planting and other garden activities.
- February’s Library staff meeting topic was “Brainstorming UX (user experience)” and no topics were off limits. Staff created a list of nine customer service improvements, some big, some small, that will dramatically improve patrons’ ability to communicate with the Library easily. Implementation efforts began the day after.

**Public Information Officer**

PIO February 2018 Accomplishments

- Press releases issued – 8
- Trained Employees on Report a Concern
- Communication Plan implemented on Starry Night
- Communications Plan implemented on 4-Hour parking
- Art Festival promotional video
- African American History festival promotional video
- Social Media trends webinar with Florida League of Cities
- Old Joe Media blitz and promotional video
- Organized Elected Officials Social Media training with Florida League of Cities
- Organized Dogwood Mountain Public Meeting
- Implemented Report a Concern to the Public
- MDPD Furniture Delivery coordination with media and produced video