MOUNT DORA CITY COUNCIL
October 15, 2019, 5:30 PM
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 on the Agenda, however the following rules apply when speaking on an item that is listed on the Agenda.
- 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, Council, Staff or Residents.
- Please speak to the City Council with Civility and Decorum.
- Answers to your questions may not be given at the end of your speech. However, your question along with an answer will be placed on the City’s website under Frequently Asked Questions within 10 business days.

PRESENTATIONS

1. Recognize Accomplishments of Mount Dora High School ROTC, Major Andrew C. Scott and Senior Master Sergeant Gary L. Ward.  
2. FMPA Solar II Project - Steve Langley, Electric Utility Director  
3. Florida City Government Week Proclamation
APPROVAL OF AGENDA

CONSENT AGENDA

1. Resolution No. 2019-165, Acceptance of Historic Grant

2. Resolution No. 2019-166, Historic Plaque for Rehbaum Warehouse Site

3. Approval of Meeting Minutes
   - September 19, 2019 City Council Special Session pertaining to Special Events
   - September 19, 2019 Northeast CRA Governing Board
   - September 19, 2019 CRA Governing Board
   - September 19, 2019 City Council Regular Session
   - October 1, 2019 City Council Regular Session

ACTION ITEMS

PUBLIC HEARINGS

RESOLUTIONS

1. Resolution No. 2019-106, Adoption of the Wolf Branch Innovation District Implementation Plan

2. Resolution No. 2019-107, Funding Agreement with Lake-Sumter Metropolitan Planning Organization (MPO) for Wekiva Trail

3. Resolution No. 2019-162, Approving East Central Florida Regional Resilience Collaborative Memorandum of Understanding

4. Resolution No. 2019-161, Award of Invitation to Bid # 19-PW-038 – Land Clearing Services


6. Resolution No. 2019-154, Piggyback agreement of the City of Milton agreement for utility billing services provided by ENCO.
ORDINANCES

1. **First Reading of Ordinance No. 2019-13**, Special Events


DISCUSSION ITEMS

1. **Resolution No. 2019-127**, Lincoln Park and Pool Scope of Services with GAI Community Solutions Group

CITY MANAGER

1. Departmental Update for September

2. City Manager Update on Projects
   
   Economic Development Update
   
   - Approval to apply for the Florida Job Growth Grant Fund
   
   - Bradner Property Letter of Intent

BOARD APPOINTMENTS

CITY ATTORNEY'S REPORT

1. Settlement of Claim

COMMUNICATIONS AND REPORTS

- Council Member Laurie Tillett
- Council Member Crissy Stile
- Council Member John Tucker
- Council Member Marc Crail
- Council Member Harmon Massey
- Vice-Mayor Cal Rolfson
- Mayor Nick Girone
FUTURE MEETING DATES

- November 5, 2019, 2:00 PM through 4:00 PM, Regular Session - Election Day
- November 19, 2019, 5:30 PM, Regular Session
- December 3, 2019, 5:30 PM, Regular Session
- December 17, 2019, 5:30 PM, Regular Session

ADJOURNMENT

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE AT THIS MEETING WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OR HEARING, SUCH PERSON MAY NEED A RECORD OF THESE PROCEEDINGS. FOR SUCH PURPOSE, A PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. VERBATIM RECORD WILL NOT BE PROVIDED BY THE CITY OF MOUNT DORA.

NOTICE: IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT GWEN JOHNS, CITY CLERK, AT LEAST 48 HOURS PRIOR TO THE PROCEEDINGS. TELEPHONE (352) 735-7126 FOR ASSISTANCE. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS, (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.
DATE: October 15, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Recognize Accomplishments of Mount Dora High School ROTC, Major Andrew C. Scott and Senior Master Sergeant Gary L. Ward.

Introduction:
This is an opportunity for City Council to recognize accomplishments of the Mount Dora High School Air Force Junior Reserve Officer Training Corps Unit FL-951, and their instructors Major Andrew C. Scott and Senior Master Sergeant.

Discussion:
This past year, Mount Dora ROTC and their instructors were awarded the Distinguished Unit Merit Award, which they have received 22 times over the past 24 years. They are also the recipients of the Silver Star Community Service Excellence Award which they have received three of the last five years since its inception. They have amassed 6,888 community service hours placing them in the top 5% worldwide.

Budget Impact:
There is no budget impact.

Strategic Impact:
The City is proud to recognize the accomplishments of young people in our community. They are another example of what makes Mount Dora the best place to live, learn, play and work.

Recommendation City Council to recognize the Mount Dora High School ROTC and their instructors.

Attachment(s):
1. ROTC Proclamation
<table>
<thead>
<tr>
<th>Prepared by:</th>
<th>Michelle Jenkins, Assistant to the City Clerk</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reviewed by:</td>
<td>Gwen Johns, City Clerk</td>
</tr>
<tr>
<td></td>
<td>Robin R. Hayes, City Manager</td>
</tr>
<tr>
<td>Approved -</td>
<td>10/4/2019</td>
</tr>
<tr>
<td>Final Approval -</td>
<td>10/9/2019</td>
</tr>
</tbody>
</table>
PROCLAMATION

WHEREAS, Mount Dora High School Air Force Junior Reserve Officer Training Corps Unit FL-951, this year was awarded The Distinguished Unit with Merit Award, and

WHEREAS, Mount Dora High School Air Force Junior Reserve Officer Training Corps Unit FL-951 has been awarded The Distinguished Unit with Merit Award 22 times in the past 24 years, and

WHEREAS, Mount Dora High School Air Force Junior Reserve Officer Training Corps Unit FL-951 was also awarded The Silver Star Community Service Excellence Award, and

WHEREAS, Mount Dora High School Air Force Junior Reserve Officer Training Corps Unit FL-951 has been awarded The Silver Star Community Service Excellence Award three of the last four years since its inception, and

WHEREAS, Mount Dora High School Air Force Junior Reserve Officer Training Corps Unit FL-951 has amassed 6,888 community service hours, placing them in the top 5% worldwide, and

WHEREAS, Mount Dora High School Air Force Junior Reserve Officer Training Corps Unit FL-951 has exhibited hard work, discipline and dedication in not only their training but also their selfless service to our community,

NOW THEREFORE, I, Nick Girone, Mayor of the City of Mount Dora, Florida, on this 19th day of September, two thousand nineteen, do hereby recognize Mount Dora High School Air Force Junior Reserve Officer Training Corps Unit FL-951 and their achievements. On behalf of the citizens of Mount Dora and the City Council, Mount Dora is proud to recognize you and wishes you the best for your continued success and happiness in the future.

__________________________    ____________________________
Nick Girone, Mayor                John Tucker, Councilmember

__________________________    ____________________________
Cal Rolfson, Vice-Mayor           Marc Crail, Councilmember

__________________________    ____________________________
Laurie Tillett, Councilmember     Harmon Massey, Councilmember

__________________________
Crissy Stile, Councilmember
DATE: October 15, 2019
TO: Honorable Mayor and City Council Members
FROM: Robin R. Hayes, City Manager
SUBJECT: FMPA Solar II Project - Steve Langley, Electric Utility Director

Introduction:
Steve Langley, Electric Utility Director for the City of Mount Dora, will provide a presentation to City Council regarding participation in the FMPA Solar II Project.

Discussion:
The City has an opportunity to participate in the FMPA Solar II Project where approximately 167 megawatts will be built in North Central Florida.

Budget Impact:
No budget impact at this time. Once it is determined that Mount Dora will participate, a resolution and purchase power agreement will be forthcoming.

Strategic Impact:
Participating in the FMPA Solar II Project aligns with the City's strategic goals of Fiscal Resources by providing sustainable power at a low cost to our customers; and Infrastructure by providing an efficient and sustainable city that will ensure its longevity.

Recommendation City Council to discuss the FMPA Solar II Project and provide feedback regarding the City’s participation in the project.

Attachment(s):

Prepared by: Gwen Johns, City Clerk
Reviewed by: Steve Langley, Deputy Electric Director
Merry Lovern
Misty Sommer, Deputy City Clerk
Robin R. Hayes, City Manager

Approved - 10/8/2019
Approved - 10/8/2019
Approved - 10/8/2019
Final Approval - 10/9/2019
DATE: October 15, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Florida City Government Week Proclamation

Introduction:
A proclamation by Mayor Nick Girone recognizing October 21 - 27, 2019 as Florida City Government Week in the City of Mount Dora.

Discussion:
This is a proclamation for Florida City Government Week from October 21-27, 2019 where the City of Mount Dora will be actively participating in activities to promote Florida Cities.

Budget Impact:
No Budget Impact.

Strategic Impact:
This proclamation allows the City of Mount Dora to continue the commitment to transparency and community involvement.

Recommendation
The Mayor to read the proclamation recognizing City Government Week.

Attachment(s):
1. 2019 Florida City Government Week Proclamation

Prepared by: Lisa McDonald, PIO
Reviewed by: Gwen Johns, City Clerk
Misty Sommer, Deputy City Clerk
Robin R. Hayes, City Manager

Approved - 10/9/2019
Approved - 10/9/2019
Final Approval - 10/9/2019
PROCLAMATION

WHEREAS, City government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, Municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, City government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, City government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

WHEREAS, Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities. The City of Mount Dora supports and encourages all Florida city governments to actively promote and sponsor Florida City Government Week.

NOW, THEREFORE, I, Nick Girone, Mayor of the City of Mount Dora, Florida, do hereby proclaim October 21 – 27, 2019

FLORIDA CITY GOVERNMENT WEEK

And I encourage all citizens to support the celebration and participate in corresponding activities.

PASSED AND DULY ADOPTED in regular session this 15th day of October, 2019.

NICK GIRONE, MAYOR
DATE: October 15, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution No. 2019-165, Acceptance of Historic Grant

Introduction:
This is a request for City Council to approve Resolution No. 2019-165, Acceptance of a Grant for Historic Surveys from the Florida Department of Historic Resources.

Discussion:
On July 18, 2018, the City applied for a grant of $50,000.00 from the Florida Division of Historical Resources in order to update the City's Historical Surveys. On July 1, 2019, the state awarded the City the full amount of $50,000 in order to update the City's inventory of historic site surveys. On April 10, 2019, the City published RFQ19-GS-009 to solicit for historic resource services. On August 20, 2019, Council approved Resolution No. 2019-122, which accepted KCI Technologies, Inc. as professional historic consultants.

As a Historic Certified Local Government (CLG), the City is not required to contribute additional funds toward the grant. The grant will allow the City to utilize a consultant to update a minimum of 250 historic site surveys using the Florida Master Site File Forms. KCI Technologies, Inc. will be conducting the site surveys while maintaining the timeline parameters required by the grant.

Budget Impact:
Estimated revenues to be received in connection with this grant of $50,000 have been included as a portion of the $75,000 budgeted in the adopted fiscal year 2019-20 budget in account number 001-0000-334.82-00 (General Fund/State Grant). The offsetting appropriation, also in the amount of $50,000, which will be used to pay the consultant selected for this project, KCI Technologies, Inc., is included within the adopted fiscal year 2019-20 budget in account number 001-5150-531.00-00-PL2002 (General Fund/Planning & Development/Professional Services/Historic Preservation Master Site Files). This is a “reimbursement grant” providing for reimbursement upon completion of ¼ ($12,500) of the “deliverables” associated with the grant. As a consequence, the City will be required to “front” a minimum of $12,500 at any given point.
The City is a Certified Local Government (CLG), there is no required local funding match. The grant is awarded by the Florida Department of State, Division of Historical Resources.

**Strategic Impact:**
Update Historic Site Surveys, which enables the City to maintain quality of place and quality of life through Historic Preservation, supporting Economic Development.

**Recommendation** City Council approve Resolution No. 2019-165.

**Attachment(s):**
1. Exhibit #1 CLG Evaluation letter & form 2018 (ADA)

Prepared by: Shelby Eldridge
Reviewed by: Vince Sandersfeld, Planning and Development Director Approved - 9/27/2019
Sherry Sutphen, City Attorney Approved - 9/30/2019
Misty Sommer, Deputy City Clerk Approved - 9/30/2019
Gwen Johns, City Clerk Approved - 9/30/2019
Robin R. Hayes, City Manager Approved - 10/3/2019
Tom Klinker, Finance Director Approved - 10/9/2019
Robin R. Hayes, City Manager Final Approval - 10/9/2019
RESOLUTION NO. 2019-165

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, RELATED TO THE HISTORIC SITE SURVEY GRANT AWARD; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF GRANT AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora is rich with history and enjoys architectural and other historic resources which are non-renewable; and

WHEREAS, preservation of these historic resources is a primary focus of the City of Mount Dora as it adds to the beauty and value of the City; and

WHEREAS, in order to promote historic preservation in the City, the Planning & Development Department applied for and was awarded a small matching grant from the State of Florida for a consultant to conduct a site survey and assist with the identification of historic resources within the City; and

WHEREAS, the State of Florida, Department of State, Division of Historic Resources has provided the City with a grant agreement which must be approved in order for the grant funding to be released.

NOW, THEREFORE, BE IT RESOLVED BY 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 findings are hereby adopted.

SECTION 2. Approval of Grant Agreement and Authorization to Execute. The Grant Agreement with the State of Florida, Department of State, Division of Historic Resources, attached hereto as Exhibit “A” is approved and the Mayor, or a designee thereof, is authorized to execute the same, as well as execute any and all supplemental or ancillary documents, reviewed and approved by the City Attorney, which are required to finalize the grant award. In the event it is necessary for the Mayor, or a designee thereof, to execute any supplemental or ancillary documents in order to finalize the grant award, such action will be reported to the City Council as soon thereafter as possible.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions and execute said lease agreements as may be deemed

City Council Regular Agenda Packet - October 15, 2019

Page 13 of 428
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 Clause. All prior actions of the City of Mount Dora pertaining to the historic site survey grant award, 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 _____ day of October 2019.

________________________________________
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

Sherry G. Sutphen, City Attorney
Resolution No. 2019-165
2 of 3
EXHIBIT “A”
Grant Agreement with
State of Florida, Department of State, Division of Historic Resources
AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
City of Mount Dora
20.h.sm.200.111

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the “Division,” and the City of Mount Dora hereinafter referred to as the "Grantee."

The Grantee has been awarded a Small Matching Grant by the Division, grant number 20.h.sm.200.111 for the Project “Mount Dora Historic Site Survey,” in the amount of (“Grant Award Amount”). The Division enters into this Agreement pursuant to Line Item 1A-39.001, contained in the General Appropriations Act, SB 2500, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, Florida Statutes.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the “Mount Dora Historic Site Survey,” the public purpose for which these funds were appropriated.

   a) The Grantee shall perform the following **Scope of Work:**

   Grant funds will be used to hire a professional historic preservation survey consultant to conduct a historic resources survey update in Mount Dora, Lake County. The professional historic preservation survey consultant will organize and conduct a historic resources survey of a minimum of two hundred fifty (250) historic structures. The survey will result in a final survey report and a new/updated Florida Master Site File form for each surveyed historic structure. The survey report shall conform to the provisions of Chapter 1A-46, Florida Administration Code. The survey report will also include a list of threatened/endangered contributing structures in the district and proposed rehabilitation solutions for the listed properties.

   All tasks associated with the Project shall meet the requirements set forth in this agreement.

   b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

<table>
<thead>
<tr>
<th>#</th>
<th>Payment Type</th>
<th>Deliverable Description</th>
<th>Documentation</th>
<th>Payment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fixed Price</td>
<td>Provide one (1) copy of the credentials of the professional historical preservation survey consultant and one (1) copy of the survey timeline to the Division for review and approval.</td>
<td>One (1) copy of the credentials of the professional historical preservation survey consultant and one (1) copy of the survey timeline to the Division for review and approval.</td>
<td>$12,500</td>
</tr>
</tbody>
</table>
2. **Fixed Price**

<table>
<thead>
<tr>
<th></th>
<th>2</th>
<th>Fixed Price</th>
<th>Provide five (5) completed survey forms to the Division for review and approval.</th>
<th>Five (5) completed survey forms to the Division for review and approval.</th>
<th>$12,500</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Fixed Price</td>
<td>Provide one (1) hard copy and one (1) electronic copy of the draft survey report to the Division for review and approval. The survey report shall conform to Chapter 1A-46, Florida Administrative Code.</td>
<td>One (1) hard copy and one (1) electronic copy of the draft survey report to the Division for review and approval. The survey report shall conform to Chapter 1A-46, Florida Administrative Code.</td>
<td>$12,500</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Fixed Price</td>
<td>Provide one (1) electronic and one (1) hard copy of the minimum of two hundred fifty (250) Florida Master Site File forms, including photographs and maps; one (1) electronic and one (1) hard copy of the final survey report, conforming to Chapter 1A-46, Florida Administrative Code. In addition, a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment.</td>
<td>One (1) electronic and one (1) hard copy of the minimum of two hundred fifty (250) Florida Master Site File forms, including photographs and maps; one (1) electronic and one (1) hard copy of the final survey report, conforming to Chapter 1A-46, Florida Administrative Code; a Single Audit Form; and the Final Progress Report.</td>
<td>$12,500</td>
<td></td>
</tr>
</tbody>
</table>

**Totals** $50,000

2. **Length of Agreement.** This Agreement shall begin on 07/01/19, and shall end 06/30/20, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee’s written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.

3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.
4. **Grant Payments.** All grant payments are requested online via www.dosgrants.com by submitting a payment request with documentation that the deliverable has been completed and documentation evidencing all expenses incurred in achieving the completion of the deliverable. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee’s minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:

   a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
   b) All payments will be made in accordance with the completion of those Deliverables.

5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf where information pertaining to payment status is also available.

6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit https://flvendor.myfloridacfo.com/. A copy of the Grantee’s Florida Substitute Form W-9 must be submitted to the Division, as required, in advance of or with the executed Agreement.

7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are implemented without the Division’s written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.

   a) Any advanced funds will be returned to the State of Florida if unexpended within the first 3 months of disbursement.

   b) Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state funds.

   c) If the grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.

   d) The Division may reduce individual payments by 10% if the completed Deliverable does not meet the Secretary of the Interior’s Standards and Guidelines or other industry standards applicable to the project.

   The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

9. **Additional Special Conditions.**

   Survey Projects.

   a) The Grantee shall submit survey project contracts to the Division for review and approval prior to execution.

   b) A 1A-32 permit must be obtained from the Bureau of Archaeological Research prior to the beginning of fieldwork conducted in state lands and a copy submitted to the Division, if applicable.

   c) For historical structure and archaeological survey projects, the Grantee shall follow the historic structure and archaeological survey guidelines as outlined in the documents found online at [https://dos.myflorida.com/historical/grants/small-matching-grants/](https://dos.myflorida.com/historical/grants/small-matching-grants/), The survey report shall conform to Chapter 1A-46, Florida Administrative Code.

10. **Credit Line(s) to Acknowledge Grant Funding.** Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

   a) “This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida.” Any variation in this language must receive prior approval in writing by the Division.

   b) All site-specific projects must include a Project identification sign, with the aforementioned language, that
must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Division as soon as it is erected.

11. **Encumbrance of Funds.** The Grantee shall execute a binding contract for at least a part of the Scope of Work by September 30, except as allowed below.

   a) Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above. The maximum extension of the encumbrance period shall be thirty (30) days.

   b) Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

12. **Grant Reporting Requirements.** The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via www.dosgrants.com.

   a) **First Project Progress Report** is due by October 31, for the period ending September 30.

   b) **Second Project Progress Report** is due by January 31, for the period ending December 31.

   c) **Third Project Progress Report** is due by April 30, for the period ending March 31.

   d) **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above.

13. **Matching Funds.** The Grantee is required to provide a 100% match of the Grant Award Amount. Of the required match, a minimum of 25% must be cash on hand. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. For projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, Grantees may request a waiver of the match amount. Grantees that are Certified Local Government (CLG) organizations and Main Street Program organizations are not required to provide a match. The Grantee must submit documentation that the minimum match requirements have been met and provide to the Division documentation evidencing expenses incurred to comply with this requirement.

14. **Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and matching funds have been paid out and expended in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.
15. **Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed 30 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement.

16. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services’ Reference Guide for State Expenditures (revised 3/10/2011), which are incorporated by reference and are available online at http://www.myfloridacfo.com/aadir/reference_guide/. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:

a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;

b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement and Chapter 287 of the *Florida Statutes*;

c) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;

d) Expenses associated with lobbying or attempting to influence Federal, State, or local legislation, the judicial branch, or any state agency;

e) Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior’s Guidelines available at www.nps.gov/tps/standards/treatment-guidelines-2017.pdf, standards available at http://www.nps.gov/tps/standards.htm and nps.gov/history/local-law/arch_stnds_0.htm or applicable industry standards;

f) Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation regulatory requirements, specifically, costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended, or under Section 267.031, F.S.;

g) Projects directed at activities or Historic Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap, or marital status;

h) Entertainment, food, beverages, plaques, awards, or gifts;

i) Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;
j) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing, and fundraising activities;

k) Administrative expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;

l) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);

m) Insurance costs;

n) Capital improvements to property;

o) Furniture and Equipment. (a) Expenditures for furniture and equipment including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, computers, cameras, printers, scanners, appliances, case goods (including cabinets, countertops, or bookshelves), new or replacement casework, systems’ furniture, portable lighting fixtures, portable sound or projection systems, specialty fixtures and equipment, visual display units, total stations, movable partitions, and acoustical treatments and components, unless specific prior approval has been granted by the Division. (b) If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region;

p) Costs associated with attending or hosting conferences, summits, workshops, or presentations; and

q) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site.

17. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.

18. **Repayment.** All refunds or repayments to be made to the Department under this Agreement are to be made
payable to the order of the “Department of State” and mailed directly to the following address: Florida Department of State, Attention: Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of $15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

19. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, Florida Statutes. See Attachment B for additional information regarding this requirement.

20. **Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

21. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.

22. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, Florida Statutes, known as the Florida Public Records Act. The Grantee must immediately contact the Division’s Contract Manager for assistance if it receives a public records request related to this Agreement.

23. **Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), Florida Statutes. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than $100 within any quarter may be held until the next quarter when the accrued interest totals more than $100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee’s final Progress Report at the end of the Grant Period.

24. **Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.

25. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

   a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;

   b) Accounting records must adequately identify the sources and application of funds for all grant activities.
and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee’s accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee’s accounting records to those amounts reported to the Division.

c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.

d) The name of the account(s) must include the grant award number;

e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and

f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

26. Availability of State Funds. The State of Florida’s performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

27. Independent Contractor Status of Grantee. The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

28. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee’s subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be “independent contractors” and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.

29. Liability. The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.

a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants,
employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State’s agencies or subdivisions, as defined in Section 768.28, Florida Statutes, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, Florida Statutes, it shall only be obligated in accordance with that Section.

b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.

c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

30. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.

31. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

32. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

33. **Termination of Agreement.**

   a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.
b) Termination for convenience. The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.

c) Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.

34. **Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

35. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee’s obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

36. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.

37. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. In addition, no Grantee official, employee, or consultant who is authorized in his or her official capacity to negotiate, make, accept, approve, or take part in decisions regarding a contract, subcontract, or other agreement in connection with a grant assisted project shall take part in any decision relating to such contract, subcontract or other agreement in which he or she has any financial or other interest, or in which his or her spouse, child, parent, or partner, or any organization in which he or she is serving as an officer, director, trustee, partner, or employee of which he or she has or is negotiating any arrangement concerning employment has such interest. Grantees shall avoid circumstances presenting the appearance of such conflict. Furthermore, the spouse, child, parent, or partner of an officer, director, trustee, partner, or employee of the grantee shall not receive grant funds, unless specifically authorized in writing by the General Counsel for the Department of State to avoid a potential violation of those statutes.

38. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the
Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.

39. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

40. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

41. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq.*), which is incorporated herein by reference.

42. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

43. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:
   a) This Agreement
   b) Estimated Project Budget (Attachment A)
   c) Single Audit Act Requirements and Exhibit I (Attachment B)
In acknowledgment of this grant, provided from funds appropriated in the 2020 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

By:

Dr. Timothy Parsons, Division Director

Date

Grantee:

By: ________________________________

Authorizing Official for the Grantee

Typed name and title

Date
## ATTACHMENT A

### Estimated Project Budget

<table>
<thead>
<tr>
<th>Description</th>
<th>Grant Funds</th>
<th>Cash Match</th>
<th>In Kind Match</th>
</tr>
</thead>
<tbody>
<tr>
<td>Historic Resources Survey Update</td>
<td>$50,000</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>$50,000</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>
ATTACHMENT B

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that spends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that spends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient spends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained...
from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.


Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity’s resources (i.e., the cost of such an audit must be paid from the recipient’s resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
http://www.myfloridacfo.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
http://www.leg.state.fl.us/

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:
a) The Department of State at each of the following addresses:

   Office of Inspector General  
   Florida Department of State  
   R. A. Gray Building  
   500 South Bronough St.  
   Tallahassee, FL 32399-0250

b) The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

   The FAC’s website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   a) The Department of State at each of the following addresses:

      Office of Inspector General  
      Florida Department of State  
      R. A. Gray Building  
      500 South Bronough St.  
      Tallahassee, FL 32399-0250

   b) The Auditor General’s Office at the following address:

      Auditor General  
      Local Government Audits/342  
      Claude Pepper Building, Room 401  
      111 West Madison Street  
      Tallahassee, Florida 32399-1450


3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**Part V: Record Retention**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this
agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.
EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Historic Preservation Grants; CSFA Number 45.031. Award Amount: $50,000

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at https://apps.fldfs.com/fsaa/.
January 10, 2019

The Honorable Nick Girone, Mayor
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

Re: Mount Dora Certified Local Government Evaluation

Dear Mayor Girone,

Your Certified Local Government program was recently evaluated by the Florida Division of Historical Resources. Each state is required to perform periodic evaluations of its Certified Local Governments, per the requirements of the Federal Historic Preservation Fund Grants Manual, Chapter 9- Certified Local Governments. Our review was based on the information contained in annual reports and meeting minutes submitted by your local government during the period October 1, 2014 through September 30, 2018.

Based on our evaluation (enclosed) your Certified Local Government is in good standing and currently meeting the requirements of the Florida Certified Local Government guidelines. Your historic preservation board and local government staff are to be commended for their continued efforts to preserve Florida’s historic resources and for their active participation in the Certified Local Government program.

Please feel free to contact me at 850-245-6365 or megan.mcdonald@dos.myflorida.com if you have any questions.

Sincerely,

Megan McDonald
Certified Local Government Coordinator

cc: Ms. Dee Engleson
Mount Dora Historic Preservation Board

Enclosures
CLG Reporting Records

Each year, Florida CLGs are required to submit an annual report to the SHPO. Our records indicate that we received Annual Reports from your CLG for the following years:

**Annual Reports Received:**

- **2016:** 3/30, 5/27, 6/29, 7/27, 8/31, 9/28, 10/26, 11/30
- **2017:** 1/25, 2/22, 3/29, 4/26, 5/31, 7/12, 9/7, 10/5
- **2018:** 1/31, 2/28, 3/28, 4/23, 5/3, 10/25, 12/21

Per the Florida CLG guidelines, each CLG is required to submit meeting minutes and agendas for each meeting of the historic preservation commission/board.

**Meeting Minutes and Agendas Received:**

- **2016:** 3/30, 5/27, 6/29, 7/27, 8/31, 9/28, 10/26, 11/30
- **2017:** 1/25, 2/22, 3/29, 4/26, 5/31, 7/12, 9/7, 10/5
- **2018:** 1/31, 2/28, 3/28, 4/23, 5/3, 10/25, 12/21

Minimum of four Historic Preservation Board meetings held each year? **Yes**

**Last Documented Historic Preservation Board/Commission Training:** April 2018

**Most recent inventory materials submitted to the Florida Master Site File:** none reported during evaluation period

**Recent DHR Grant Awards:** Mount Dora Historic Site Survey

**Ordinance revisions received during evaluation period:** 2015

**Comments and General Recommendations**

Excellent reporting record, thank you! Glad to see that Mount Dora has utilized the state grant program to maintain an ongoing system of survey. Thanks for continuing to encourage your board members to participate in training opportunities.

**Deficiencies/Action Items**

- **No deficiencies for this CLG were found by this review**

- **This CLG was found deficient in the following areas which need to be corrected by the time noted below:**
DATE: October 15, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution No. 2019-166, Historic Plaque for Rehbaum Warehouse Site

Introduction:
This is a request for City Council to approve Resolution No. 2019-166, Historical Plaque located at 206 E 3rd Avenue (Rehbaum Warehouse).

Discussion:
This request is for a Historic Plaque pursuant to the provisions of Section 3.6 of the City’s Land Development Code for inclusion in the City's Historic Marker Program. The Historic Preservation Board, at their regularly scheduled meeting held on September 25, 2019, approved the Historic Plaque for “The Rehbaum Warehouse” based on Historical and Cultural Significance for the site located at 206 E 3rd Avenue.

Attachment “1” is a copy of the Historic Preservation Board September 28, 2019 staff memo with a summary of the proposed Historic Plaque. This memo includes a copy of a Vicinity Map, Photographs, and a Site Inventory Forms from 1987 and 2008.

Attachment "2" is an example of the existing Mount Dora Lawn Bowling Club plaque. The Rehbaum Warehouse Site plaque will be made using the same material.

The plaque will be placed in an appropriate location on a metal post near the corner closest to downtown of the parking lot (it will not be affixed to the restroom building).

Budget Impact:
The cost for production of a historic plaque/marker is approximately $3,000.00. Funds allocated from Planning and Development Account No. 001-5150-548.00 (FY19-2020 Budget) balance of $28,000.00. Staff is reviewing additional funds (CRA, etc) to assist in splitting the total production and installation cost.

Strategic Impact:
Maintain and highlight historic properties within the City, supporting Economic Development
through cultural and historic recognition.

**Recommendation** City Council approve Resolution No. 2019-166.

**Attachment(s):**
1. Historic Preservation Board Staff Meeting Memo
2. Plaque Example

Prepared by: Shelby Eldridge
Reviewed by: Vince Sandersfeld, Planning and Development Director  Approved - 9/27/2019
Sherry Sutphen, City Attorney  Approved - 10/8/2019
Misty Sommer, Deputy City Clerk  Approved - 10/8/2019
Gwen Johns, City Clerk  Approved - 10/9/2019
Robin R. Hayes, City Manager  Final Approval - 10/9/2019
DATE: September 25, 2019

TO: Historic Preservation Board

FROM: Shelby Eldridge, Planner 1

RE: Rehbaum Warehouse Site – Historical Plaque

Site Name: Mount Dora Hardware Warehouse/ Rehbaum Furniture Warehouse
Date of Construction: 1927
Description of Site: Parking lot and restroom facility

Summary:

The building was built as the storage building for Rehbaum Hardware which later became the Mount Dora Hardware Company. The Industrial Vernacular design was the last remaining building of its kind in the City. With the addition of a new restroom facility and parking area, the City would like to propose a plaque to commemorate the former warehouse and the Rehbaum Family.

Staff felt the Historic Preservation Board would be interested in the status and provide an opportunity to review the language of the proposed plaque. The plaque will be 26” x 20” in size and will be placed in front of the restroom facility.

Financial Impact:

Cost Estimate: $3,000.00. This is funded item in the General Fund (contingency).

Staff Recommendation: Provide feedback and review comments on the proposed plaque to determine appropriateness for the site for approval.

Attachments:

Plaque Design
1987 Site Form
2008 Site Form
THE REHBAUM WAREHOUSE

Alfred Rehbaum, Sr., came to Mount Dora in 1915 from Cincinnati, Ohio. Rehbaum was 20 in 1915 when he was hired by J.P. Donnelly to manage Donnelly's hardware store. Rehbaum later bought the business and renamed it Rehbaum’s Hardware from the Mount Dora Hardware Store. Alfred Rehbaum, Sr., was very involved with the colonization of Mount Dora and was one of the eight founding members of the Mount Dora Development Company. He was elected a school trustee several times and was also elected the Chamber of Commerce President in 1925. He served on the City of Mount Dora’s City Council in 1928, 1931, and 1933. The Rehbaum Hardware Store was managed by three generations of Rehbaums before its sale in 1994. The Rehbaum Warehouse which once stood on this site was the longest standing example of Industrial Vernacular architecture in Mount Dora. When the Warehouse was fully operational it housed overstock and equipment for the hardware store as well as horse drawn carriages.

The Rehbaum Hardware Store was in operation from 1915 - 1994. The Rehbaum Warehouse stood at this site from 1927 - 2019.
**FLORIDA MASTER SITE FILE**

**Site Inventory Form**

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site No.</td>
<td></td>
</tr>
<tr>
<td>Site Name</td>
<td>Mt. Dora Hardware Warehouse / Rehbaum's Hardware</td>
</tr>
<tr>
<td>Address of Site</td>
<td>210 E. 3rd Ave., Mt. Dora Fl. 32757</td>
</tr>
<tr>
<td>Survey Date</td>
<td>8709</td>
</tr>
<tr>
<td>Instruction for locating</td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td>Mt. Dora Sub.</td>
</tr>
<tr>
<td>Subdivision Name</td>
<td>011</td>
</tr>
<tr>
<td>Block No.</td>
<td>00005</td>
</tr>
<tr>
<td>County</td>
<td>Lake</td>
</tr>
<tr>
<td>District name if applicable</td>
<td></td>
</tr>
<tr>
<td>Owner of Site</td>
<td>Name: Rehbaum Apts.</td>
</tr>
<tr>
<td>Address of Site</td>
<td>P.O. Box 68, Mt. Dora Fl. 32757</td>
</tr>
<tr>
<td>Type of Ownership</td>
<td>Private</td>
</tr>
<tr>
<td>Recorder:</td>
<td>Name &amp; Title: Barr, Melanie (Historic Preservation Consultant)</td>
</tr>
<tr>
<td>Address</td>
<td>P.O. Box 17, Gainesville Fl. 32602</td>
</tr>
<tr>
<td>Recording Date</td>
<td>8711</td>
</tr>
<tr>
<td>Condition of Site</td>
<td>(Check One)</td>
</tr>
<tr>
<td>(Check One or More)</td>
<td>Integrity of Site</td>
</tr>
<tr>
<td>Excellent</td>
<td>(Check One or More)</td>
</tr>
<tr>
<td>Good</td>
<td>Altered</td>
</tr>
<tr>
<td>Fair</td>
<td>Unaltered</td>
</tr>
<tr>
<td>Deteriorated</td>
<td>Original Use</td>
</tr>
<tr>
<td>Deteriorated</td>
<td>Restored/Date</td>
</tr>
<tr>
<td>Deteriorated</td>
<td>Moved/Date</td>
</tr>
<tr>
<td>NR Classification Category</td>
<td>Building</td>
</tr>
<tr>
<td>Date Listed on NR</td>
<td></td>
</tr>
<tr>
<td>Threats to Site</td>
<td>(Check One or More)</td>
</tr>
<tr>
<td>__ Zoning</td>
<td>Transportation</td>
</tr>
<tr>
<td>__ Development</td>
<td>Borrowing</td>
</tr>
<tr>
<td>__ Deterioration</td>
<td>Fill</td>
</tr>
<tr>
<td>__ Deterioration</td>
<td>Other (See Remarks Below)</td>
</tr>
<tr>
<td>Areas of Significance</td>
<td>Early Development Community</td>
</tr>
</tbody>
</table>

**Significance:**

This building was built as the storage building for the Mount Dora Hardware Co. which was the original name of Rehbaum's Hardware. Furniture was stored in this building.

AR 10-12
Architect
Builder
Style and/or Period
Plan Type: rectangular
Exterior Fabric(s): metal, sheet: corrugated
Structural System(s): wood frame: balloon
Porches
Orientation: N
Foundation
Roof Type: gable
Secondary Roof Structure(s)
Roof Surfacing: metal, sheet: corrugated
Window Type
Ornament Exterior
Chimney
Chimney Location
No. of Chimneys: No. of Stories: 1
No. of Dormers
Outbuildings
Surroundings
Map Reference (incl. scale & date): 90

Latitude and Longitude
Site Size (approx. acreage of property): LTL

LOCATION SKETCH OR MAP

Township  | Range  | Section
19        | 27     | 31

UTM Coordinates:
Zone  | Easting  | Northing

Photographic Records Number: M 13
Please attach Photographic Print
HISTORICAL STRUCTURE FORM

First Site Form Recorded for this Site? NO

GENERAL INFORMATION

Site Name (address if none) 210 E 3RD AVE
Other Names
Survey or Project Name
National Register Category Building(s)

LOCATION & IDENTIFICATION

Address
Street No. Direction Street Name Street Type Direction Suffix
210 East 3RD Avenue

Cross Streets (nearest/between)
City / Town (within 3 miles) Mount Dora
County Lake
Subdivision Name
Ownership
Name of Public Tract (e.g., park)
Route to (especially if no street address)

MAPPING

USGS 7.5' Map Name Publication Date >> EUSTIS;1980
Township: Range: Section: 1/4 section: >> 19S;27E;31:UNSP
Irregular Section Name:
Landgrant
UTM: Zone Easting Northing
Plat or Other Map (map's name, location)

DESCRIPTION

Style Industrial Vernacular Other Style
Exterior Plan Rectangular Other Exterior Plan
Number of Stories 1
Structural System(s)
Other Structural System(s)
Foundation Type(s)
Other Foundation Types
Foundation Material(s)
Other Foundation Material(s)
Exterior Fabric(s)
Other Exterior Fabric(s)
Roof Type(s)
Other Roof Type(s)
Roof Material(s)
Other Roof Material(s)
Roof Secondary Structure(s) (dormers etc)
Other Roof Secondary Structure(s)
Number of Chimneys
Chimney Material
Other Chimney Material(s)
Chimney Location(s)
**HISTORICAL STRUCTURE FORM**

**DESCRIPTION (continued)**

Window Descriptions 2/1

Main Entrance Description (stylistic details)

<table>
<thead>
<tr>
<th>Porches:</th>
<th>#open</th>
<th>#closed</th>
<th>#incised</th>
<th>Location(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Porch Roof Types(s):</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exterior Ornament</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interior Plan</td>
<td></td>
<td>Other Interior Plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Condition</td>
<td>Fair</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Structure Surroundings**

<table>
<thead>
<tr>
<th>Commercial:</th>
<th></th>
<th>Residential: MOSTLY this category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Institutional:</td>
<td></td>
<td>Undeveloped:</td>
</tr>
</tbody>
</table>

Ancillary Features (Number / type of outbuildings, major landscape features)

Archaeological Remains (describe):

If archaeological remains are present, was an Archaeological Site Form completed?

Narrative Description (optional)

**HISTORY**

Construction year: 1927

Architect (last name first): Builder (last name first):

**Changes in Locations or Conditions**

<table>
<thead>
<tr>
<th>Type of Change</th>
<th>Year of Change</th>
<th>Date Change Noted</th>
<th>Description of Changes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Structure Use History**

<table>
<thead>
<tr>
<th>Use</th>
<th>Year Use Started</th>
<th>Year Use Ended</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Warehouse; 1927:</td>
</tr>
</tbody>
</table>

Other Structure Uses

Ownership History (especially original owner, dates, profession, etc.)

**RESEARCH METHODS**

Research Methods

Examine local tax records

Other research methods

**SURVEYOR'S EVALUATION OF SITE**

Potentially Eligible for a Local Register? YES Name of Local Register if Eligible

Individually Eligible for National Register? NO

Potential Contributor to NR District? YES

Area(s) of historical significance

Other Historical Associations

Explanation of Evaluation (required) Because the resource retains much of its historic integrity and is located in a well-preserved collection of historic buildings, it appears to contribute to a historic district.
HISTORICAL STRUCTURE FORM

DOCUMENTATION (Photos, Plans, etc.)

Photographic Negatives or Other Collections Not Filed with FMSF. Including Field Notes, Plans, other Important Documents.

<table>
<thead>
<tr>
<th>Document type:</th>
<th>Maintaining Organization:</th>
</tr>
</thead>
<tbody>
<tr>
<td>File or Accession #:</td>
<td>Descriptive Information:</td>
</tr>
</tbody>
</table>

RECORDER INFORMATION

Recorder Name (Last, First) Bland, Myles
Recorder Address / Phone 4104 St. Augustine Road Jacksonville, FL
Recorder Affiliation Bland & Associates, Inc Other Affiliation
Is a Text-Only Supplement File Attached (Surveyor Only)? NO

***** MASTER SITE FILE USE ONLY *****

Cultural Resource Type: SS
Electronic Form Used: S110
Form Type Code: NORM
Form Quality Ranking: NEW
Form Status Code: SCAT

Supplement Information Status: NO SUPPLEMENT
Supplement File Status: NO SUPPLEMENT FILE

Form Comments:

REQURED PAPER ATTACHMENTS

(1) USGS 7.5" MAP WITH STRUCTURE PINPOINTED IN RED
(2) LARGE SCALE STREET OR PLAT MAP
(3) PHOTO OF MAIN FACADE, B&W, AT LEAST 3"X5"
LA00379-200803
Supplementary Printout

USGS map name/year of publication or revision:
EUSTIS;1980

Township/Range/Section/Qtr:
19S ;27E ;31;UNSP

Structural system(s):
Wood frame

Foundation types:
Continuous

Foundation materials:
Poured Concrete Footing

Exterior fabrics:
Cement-mineral fiber

Roof types:

Roof materials:

Roof secondary structures (dormers etc):

Change status/year changed/date noted/nature:

Original, intermediate, present uses/year started/year ended:
Warehouse; 1927;

Research methods:
Examine local tax records
FL Master Site File-Cultural Resources
Pedestrian

Area(s) of historical significance:

Repositories: Collection/Housed/Accession#/Describe

[Other name(s)]:
THE MOUNT DORA LAWN BOWLING CLUB

The Mount Dora Lawn Bowling Club was envisioned in 1925 by Willard Bryant and Fred Thompson, two winter visitors from Hartford, Connecticut. They approached Charles Edgerton, owner of the historic Lakeside Inn and member of the City's Park Commission, to assist in obtaining Council's approval for constructing lawn bowling rinks downtown.

After three years of planning, the Lawn Bowling Club was officially organized on April 7, 1928 with a dedication ceremony held one week later at a hard-packed sand lawn bowling rink.

In 1936, the City used Works Progress Administration (WPA) funds for work on the rinks and lights for night bowling. The final work was completed in 1963, bringing the total number of the Lawn Bowling Club’s members to 1236. The Mount Dora Lawn Bowling Club is one of the largest bowls USA affiliated clubs in the United States. The Club is a valuable historic asset which brings national and international lawn bowlers to the City.

THIS IS AN EXAMPLE OF THE BRONZE PLAQUE
RESOLUTION NO. 2019-166

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, RELATED TO 206 E. THIRD AVENUE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR HISTORIC SITE DESIGNATION; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora has been a Certified Local Government of the State of Florida Division of Historical Resources since April 20, 1998; and

WHEREAS, pursuant to Section 3.6.2.4.b. of the City’s Land Development Code, the City’s Historic Preservation Board nominates properties for designation as historic sites; and

WHEREAS, pursuant to Section 3.6 of the City’s Land Development Code that property located at 206 E. 3rd Avenue, Mount Dora, Florida, and identified by Lake County Tax Parcel Identification Number 29-19-27-0030-011-00002, Alternate Key No. 1465711 (Property), has been identified as a local historic site to include in the City’s Historic Marker Program; and

WHEREAS, the Historic Preservation Board held a public hearing on September 25, 2019, to consider the status of the property located at 206 E. 3rd Avenue and determined that the property has significant character that will add value to the historical, cultural, aesthetic and architectural heritage of the City; and

WHEREAS, pursuant to the provisions of Section 3.6.3.2.a.7.b. of the City’s Land Development Code a nomination for historic site designation shall be formally approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY 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 findings are hereby adopted.

SECTION 2. Historic Site Designation. The Property located at 206 E. 3rd Avenue, Mount Dora, Florida, and identified by Lake County Tax Parcel Identification Number 29-19-27-0030-011-00002, Alternate Key No. 1465711, is hereby designated as a historic site within the City of Mount Dora. The historic site plaque is to be placed on the Property and the Property shall be subject to all requirements of the City’s Historic Marker Program as same is from time to time...
amended. This designation applies to the Property so identified and shall run with the land.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as may deemed 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 Clause. All prior actions of the City of Mount Dora pertaining to the designation of the Property as a historic site and appropriate for the installation of a historic plaque, 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 15th day of October, 2019.

______________________________
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

______________________________
Sherry G. Sutphen
City Attorney

Resolution No. 2019-166
Page 2 of 2
City Council Regular Agenda Packet - October 15, 2019
Page 51 of 428
DATE: October 15, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Approval of Meeting Minutes

- September 19, 2019 City Council Special Session pertaining to Special Events
- September 19, 2019 Northeast CRA Governing Board
- September 19, 2019 CRA Governing Board
- September 19, 2019 City Council Regular Session
- October 1, 2019 City Council Regular Session

Introduction:
This is a request for City Council to approve meeting minutes.

Discussion:
The City Clerk prepares minutes and presents them to City Council as an opportunity to make suggestions or corrections prior to final approval.

Budget Impact:
N/A

Strategic Impact:
N/A

Recommendation Council Approve Meeting Minutes.

Attachment(s):
1. 09-19-19 Special Session_Final
2. 09-19-19 NECRA Final
3. 09-19-19 CRA Final
4. 09-19-19 CCM Regular Session Minutes with Attachment
5. 10-01-19 CCM Regular Session_Final

Prepared by: Gwen Johns, City Clerk
Reviewed by: Merry Lovern, Final Approval - 10/10/2019
Having been duly advertised as required by law, Mayor Nick Girone called the Friday afternoon Special Session of the City Council to order at 2:00 pm.

**Members Present**
- Nick Girone, Mayor
- Cal Rolfson, Vice-Mayor
- John Tucker, District 3
- Marc Crail, District 4
- Harmon Massey, At-Large Odd
- Crissy Stile, At-Large Even

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

### DISCUSSION ITEMS

Robin R. Hayes, City Manager, introduced Amy Jewell, Leisure Services Director, to present to City Council.

Ms. Jewell referenced the draft special events ordinance along with draft policies provided to City Council. She stated the documents provided are in draft form since they have not been vetted with necessary stakeholders. In addition, Ms. Jewell said that policies are a nice way to include details, rather than trying to put together a detailed ordinance. The process for approving an ordinance is a minimum of six (6) weeks due to the requirement of two public hearings. The ordinance being presented for discussion today, has been previously discussed by City Council and public input was allowed. The ordinance has been modified based on those discussions.

Councilmember Massey explained concern because in the beginning there were disagreements and distrust created with regard to whether or not the City of Mount Dora wanted to continue holding special events. Everyone then worked together resulting in a consensus that we definitely want festivals and will work together.

Some discussion surrounded the Special Events Administrator and the need for a clear definition and title which will be referred to throughout the document. This would make the entire process more user friendly.

Ms. Jewell expressed concern that in the future, any given title could end up not being an accurate reflection of the job. She said there are times when the current Special Events Coordinator may have a full schedule and another person would be assigned to an event.

Vice-Mayor Rolfson suggested a general overall designation.
Councilmember Stile said it may solve Mr. Massey’s concern to assign a telephone number to the Special Event Administrator, and from that number the caller would be routed to the appropriate staff person.

Ms. Jewell went over the ordinance section by section with City Councilmembers, discussing potential changes, additions and deletions to the document.

Vice Mayor Rolfson suggested taking a look at the word “negative” in the ordinance and change it to “positive” where applicable.

Councilmember Crail asked if it would be appropriate for Mr. Don Stuart to share what he has learned about the Florida sales tax number being obtained.

Ms. Jewell has spoken with Visit Mount Dora and she thinks a mutual understanding can be reached as to what meets the needs of the sponsors.

Councilmember Tucker asked about enforcement of the ordinance. Ms. Jewell said the City may take an educational approach rather than an enforcement approach.

Ms. Jewell intends to bring staff recommendations as well as information from all stakeholders involved.

Councilmember Stile suggested the location information be attached to the application for taxing purposes. There are vendors who make $30,000 in one weekend and the City is missing out on the tax. While the City may not be able to capture 100% of the taxes, Councilmember Stile believes if the forms are distributed, some of the vendors will complete them and pay the tax.

Ms. Jewell said this would be addressed in a policy rather than an ordinance due to the fact changes may have to be made. This will be discussed with event sponsors.

Councilmember Tucker asked at what point the City gets a copy of insurance and Ms. Jewell said before sign-off/upon submittal of the application.

Section L (d) suggestion to add Law Enforcement determines whether special event poses a threat to public health, safety or welfare

Ms. Hayes suggested Police Chief be in charge – Vice-Mayor Rolfson suggested it be left the way that it is in the proposed policy.

With regard to appeals, Ms. Jewell cautioned the length of time it takes to appeal something to the City Council.

Councilmember Massey suggests if there is denial of an application, it should be on the City Council rather than the City Manager. Ms. Jewell said the number of calendar days could be changed to meet requirements of an appeal.

Staff will work on the ordinance and make changes to the draft prior to being presented to City Council for first reading.
Mayor Girone turned the floor over to Vice-Mayor Rolfson who announced the Lake Cares Food Pantry jar program for collection of loose change. Any money collected will be used as Christmas gifts for families receiving holiday meals from Lake Cares.

Robin R. Hayes said Ms. Jewell is still working through some of the costs. The fee schedule that was in place for FY 2018-2019 is still the fee schedule in place going forward. Once a new fee schedule is created and approved, that schedule will be used going forward.

Councilmember Stile asked if we are underpaying officers and Ms. Hayes responded the City pays the normal rate to the officers, making up the difference between what is collected from event organizers and

**ADJOURNMENT**

With no further business to discuss, the meeting was adjourned at approximately 3:26 p.m.

___________________________________________
Nick Girone, Mayor
City of Mount Dora

___________________________________________
Gwen Keough-Johns, MMC
City Clerk
Having been duly advertised as required by law, Nick Girone, Chairman called the Northeast CRA Governing Board meeting to order at approximately 8:25 p.m.

### Members Present
- Nick Girone, Chairman
- Cal Rolfson
- Harmon Massey
- John Tucker
- Marc Crail
- Crissy Stile

### Also Present
- Robin R. Hayes, City Manager
- Misty Sommer, Deputy City Clerk
- Sherry Sutphen, City Attorney

### DISCUSSION ITEMS

1. **Resolution No. 2019-137 (Northeast CRA), Authorization to Negotiate for CMAR Services for Citywide Projects**

Sherry Sutphen read Resolution No. 2019-137 (Northeast CRA) by title only.

**RESOLUTION NO. 2019-137 (Northeast CRA)**

A RESOLUTION OF THE NORTHEAST COMMUNITY REDEVELOPMENT AGENCY (Northeast CRA) OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO RFQ19-GS-018, CONSTRUCTION MANAGEMENT AT RISK (CMAR) SERVICES FOR VARIOUS CITY PROJECTS, LESS THAN $2 MILLION IN TOTAL CONSTRUCTION COSTS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF RANKINGS AND AUTHORIZATION TO NEGOTIATE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Robin R. Hayes, City Manager, provided an overview of Resolution No. 2019-137 (Northeast CRA).
Motion was made by Vice-Mayor Rolfson to approve Resolution No. 2019-137 (Northeast CRA); Councilmember Tucker seconded the motion. The motion as approved by a roll call vote.

<table>
<thead>
<tr>
<th>Vice-Mayor Rolfson</th>
<th>YES</th>
<th>Councilmember Massey</th>
<th>YES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Councilmember Tucker</td>
<td>YES</td>
<td>Councilmember Stile</td>
<td>YES</td>
</tr>
<tr>
<td>Councilmember Crail</td>
<td>YES</td>
<td>Mayor Girone</td>
<td>YES</td>
</tr>
</tbody>
</table>

ADJOURNMENT

The Northeast CRA Board meeting was adjourned at approximately 8:28 p.m.

Nick Girone, Chairman
Northeast CRA Board

Gwen Keough-Johns, MMC
City Clerk
Having been duly advertised as required by law, Nick Girone, Chairman called the CRA Governing Board meeting to order at approximately 8:28 p.m.

**Members Present**
- Nick Girone, Chairman
- Cal Rolfson
- Harmon Massey
- John Tucker
- Marc Crail
- Crissy Stile

**Also Present**
- Robin R. Hayes, City Manager
- Misty Sommer, Deputy City Clerk
- Sherry Sutphen, City Attorney

**DISCUSSION ITEMS**

1. **Resolution No. 2019-136 (CRA), Commercial Visual Improvement Program (CVIP) Grant for 1224 N. Donnelly Street**

   Sherry Sutphen, City Attorney, read Resolution No. 2019-136 (CRA) by title only.

   **RESOLUTION NO. 2019-136 (CRA)**

   A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF MOUNT DORA, FLORIDA, RELATED TO THE COMMERCIAL VISUAL IMPROVEMENT GRANT PROGRAM; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF GRANT AGREEMENT WITH ECO CONSTRUCTION GROUP, LLC; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

   Robin R. Hayes, City Manager, provided an explanation of Resolution No. 2019-136 (CRA).

   Motion was made by Councilmember Tucker to approve Resolution No. 2019-136 (CRA); Councilmember Massey seconded the motion. The motion was approved by a roll call vote.

   | Councilmember Tucker | YES | Councilmember Stile | YES |
   | Councilmember Massey | YES | Vice-Mayor Rolfson | YES |
   | Councilmember Crail | YES | Mayor Girone | YES |

   CRA Governing Board Minutes – September 19, 2019 – Page 1
2. **Resolution No. 2019-137 (CRA), Authorization to Negotiate for Construction Manager at Risk (CMAR) Services for Citywide Projects**

Sherry Sutphen, City Attorney, read Resolution No. 2019-137 (CRA) by title only.

**RESOLUTION NO. 2019-137 (CRA)**

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO RFQ19-GS- 018, CONSTRUCTION MANAGEMENT AT RISK (CMAR) SERVICES FOR VARIOUS CITY PROJECTS, LESS THAN $2 MILLION IN TOTAL CONSTRUCTION COSTS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF RANKINGS AND AUTHORIZATION TO NEGOTIATE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Robin R. Hayes, City Manager, provided an explanation of Resolution No. 2019-137 (CRA).

*Motion was made by Councilmember Massey to approve Resolution No. 2019-137 (CRA); Councilmember Tucker seconded the motion. The motion was approved by a roll call vote.*

<table>
<thead>
<tr>
<th>Councilmember</th>
<th>YES</th>
<th>Councilmember</th>
<th>YES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Massey</td>
<td></td>
<td>Crail</td>
<td></td>
</tr>
<tr>
<td>Tucker</td>
<td>YES</td>
<td>Vice-Mayor Rolfson</td>
<td>YES</td>
</tr>
<tr>
<td>Stile</td>
<td>YES</td>
<td>Mayor Girone</td>
<td>YES</td>
</tr>
</tbody>
</table>

**ADJOURNMENT**

The Northeast CRA Board meeting was adjourned at approximately 8:31 p.m.

__________________________
Nick Girone, Chairman
Northeast CRA Board

Gwen Keough-Johns, MMC
City Clerk
CITY OF MOUNT DORA, FLORIDA
MAYOR AND CITY COUNCIL
MINUTES
REGULAR SESSION
SEPTEMBER 19, 2019
CITY HALL BOARD ROOM

Having been duly advertised as required by law, Mayor Nick Girone called the Regular Session of City Council to order at approximately 6:12 p.m.

Moment of Silence and Pledge of Allegiance to the Flag were led by Councilmember Stile at the beginning of the Final Budget Public Hearing.

Members Present
Nick Girone, Mayor
Cal Rolfson, Vice-Mayor
Crissy Stile, At-Large Even
Harmon Massey, At-Large Odd
John Tucker, District 3
Marc Crail, District 4

Also Present
Robin R. Hayes, City Manager
Gwen Johns, City Clerk
Sherry Sutphen, City Attorney

Members Not Present
Laurie Tillett, District 1

PUBLIC COMMENTS

Don Stuart, 1622 Normandy Drive and President of Visit Mount Dora, announced the upcoming 2nd Annual Pirates Ball to be held on September 26, 2019. The event will begin at 7:00 p.m. and is being held at the Mount Dora Plaza Live, 2728 W. Old Hwy 441, Mount Dora.

Richard Lapp, 8068 Laurel Ridge Drive, and his grandson Dylan Lapp, addressed City Council with regard to the Lincoln Park ball fields. Mr. Lapp said there is a lack of safety netting handicap accessibility. He asked the City Council to consider adding curb cuts and sidewalks for accessibility.

Robert Bridgeman, Mount Dora Fire Department, stated last week was the inaugural 9/11 Memorial Walk which attracted approximately 300 participants. The Mount Dora Firefighters expressed gratitude to the Mayor, City Council, Management and the residents of Mount Dora for helping make the event a success. A thin red line flag signed by firefighters was presented to Fire Chief Tim Griner and a thin blue line flag signed by officers was presented to Police Chief Robert Bell.

Phil Gobie, 321 West 9th Avenue, stated there is a renewal contract for tree services listed on the agenda. Mr. Gobie mentioned he has witnessed tree trimming company employees (contractors) work for approximately 20 minutes and then they sleep while on the job. He suggested a second tree crew on staff with the City for preventative tree maintenance. Mr. Gobie said the city employees are working hard but the contractors are spending time sleeping when they should be working.
Lynn Tacher, 8031 St. James Way, invited everyone to visit the City of Minneola Playground Opening at Trailhead Park. The playground will be opened on Tuesday, September 24, 2019 at 4:00 p.m. The playground has been designed to be inclusive of all children with disabilities.

APPROVAL OF AGENDA

Robin R. Hayes, City Manager, made changes to the agenda as follows:

Presentation will be moved to October 1, 2019 so all Human Resource Employees can be present
Consent Agenda – Pull Item #2, Resolution No. 2019-138
Consent Agenda – Pull Item #8, Resolution No. 2019-153
Consent Agenda – Move Items #6 and #7 to Resolutions in order to allow for discussion
Resolutions – Pull Item #2, Resolution No. 2019-118
Discussions – Pull Discussion of City of Mount Dora Film and Television Liaison Development
City Manager – Move the Project Updates item to before City Manager’s Annual Review

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

CONSENT AGENDA

1. Resolution No. 2019-129, Budget Amendment for the Cemetery Fund
2. Resolution No. 2019-142, Approval of Road Closures and Exemptions for the 2019 Mount Dora Scottish Highland Festival
3. Resolution No. 2019-151, First Response Training Group
4. Resolution No. 2019-149, Approval of Lake County Library Policies
5. Approval of Meeting Minutes
   - August 27, 2019 Work Session Minutes
   - August 30, 2019 Special Session Minutes

Councilmember Massey pointed out in the First Response Training Resolution, in the Agreement the ending date is written in as September 2019. Fire Chief Griner said the Agreement is for October 1, 2019 through September 30, 2020, and a correction will be made to the final Agreement for signatures.

Motion was made by Councilmember Massey to approve the consent agenda with a correction to Resolution No. 2019-151 Agreement; Vice-Mayor Rolfson seconded the motion. The motion was approved by a unanimous voice vote.
Robin R. Hayes, City Manager, read a statement into the record, pertaining to downtown sidewalk work. The document read is attached hereto as Exhibit #1. As part of the statement, Ms. Hayes offered to create, for City Council approval, a right-of-way/sidewalk enhancement permit program to govern changes within the Downtown, Highland and Triangle area business communities. The policy will be submitted for approval prior to December 18, 2019, with basic requirements of the policy focusing on removal and replacement of sidewalks that deviate from existing conditions.

Ms. Hayes asked Joe Grusauskas, Public Works and Utilities Director, to address City Council.

Mr. Grusauskas provided some photographs of the project at Fifth and Donnelly, commonly known as the Mardi Gras building. He said previous staff worked with Main Street Leasing personnel on streetscaping downtown and the Mardi Gras building to mimic what exists on Donnelly Street and Third. There is a brick paver along the road and then an elevated wall. The wall will be textured brick with an elevation sloping up and down, no more than 32” high with a 4” cap at the end. This cap keeps wheelchairs from falling off unlike 3rd because it is a slower sloping angle a railing is not necessary.

Ms. Hayes asked Mr. Grusauskas to define monolithic wall and what it actually did for the footer. Mr. Grusauskas said when the old sidewalk was removed, the old footer of the building was exposed. The monolithic slab goes from the building all the way into the ground to support the building. He said the engineer recommended the monolithic slab. The decorative wall with brick is approximately four weeks out and nothing has been done at this point to make it decorative. Nothing will be done from a decorative perspective until after a meeting with the architectural review committee.

Councilmember Stile clarified there will not be handrails all the way across the walkway. Mr. Grusauskas said there will be a curb to keep wheelchairs from rolling off the sidewalk. There will be small handrails in the entrance areas.

Councilmember Stile asked Misty Sommer, Deputy City Clerk, to display a picture she took earlier in the day. The picture was taken for two reasons

Ms. Hayes said when the Historic Preservation Board is involved, there is no code or requirement. Sherry Sutphen, City Attorney, said that is correct, their role is to look at buildings but not rights of way and sidewalks within the Historic Preservation District.

Councilmember Stile asked if there would be something to keep anyone from jumping off the sidewalk. Mr. Grusauskas said nothing of that type is required for ADA compliance.

Councilmember Stile said it is her understanding none of this was the fault of Main Street Leasing and she is glad they received an apology. She said this is the most important entranceway into historic downtown Mount Dora. Now that there is a huge slab of concrete, it may be a great opportunity for some artwork.

Ms. Hayes said there are some funds in the budget for use by the Public Art Commission and it may be appropriate for this idea to be presented to them. She also added October 1, 2019 status is
unknown but this will be kept on the agenda for the next several weeks for updates. Funding has not been budgeted to be spent, but does exist in the reserve fund for artwork.

Vice-Mayor Rolfson said with the area abutting Main Street Leasing property, they should have input. Ms. Sutphen reminded City Council the property is right of way and owned by the City.

**PUBLIC HEARINGS**

**RESOLUTIONS**

1. **Resolution No. 2019-152**, Changes to Sewer, Water and Reclaimed Water Connection Fees

Sherry Sutphen, City Attorney, read Resolution No. 2019-152 by title only.

**RESOLUTION NO. 2019-152**

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO WATER, WASTEWATER AND RECLAIMED WATER CONNECTION FEES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ADOPTION OF CONNECTION FEES; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Robin R. Hayes, City Manager, stated these fee changes have been discussed at several meetings. All of the information provided in this agenda item has been presented to City Council by PRMG and nothing in the Resolution takes effect January 2020. This Resolution serves as a ninety (90) day notice allowing anyone who will be paying impact fees in the future can present their package to the City and considered for the current rates.

*Motion was made by Councilmember Crail to approve Resolution No. 2019-152; Vice-Mayor Rolfson seconded the motion.*

Councilmember Stile is struggling with the decrease to impact fees for new homes while raising water rates for current residents.

Ms. Hayes said the PRMG study included a look at overall cost as well as the cost for installation and set-up of infrastructure for water. There was discussion about increasing reclaimed, since there is a need.

Joe Grusauskas, Public Works and Utilities Director, stated overall the capital budget in the water division for the impacts (new projects for the water division) does not necessitate new water plants.
However, the sewer was increased because rehabilitation is needed for the sewer plan for existing infrastructure, which means existing rate-payers are impacted.

Josh Hemingway, 1177 E. 5th Avenue, mentioned property owned by Mr. Renninger where for many years an abundance of water has been pumped out near the middle school, impacting his property.

Ms. Hayes said staff is aware of this run-off and has been in contact with the Florida Department of Transportation. They spoke of that area, and the responsibility for that area falls on FDOT.

*Mayor Girone called for a vote. The motion was approved by roll call vote.*

<table>
<thead>
<tr>
<th>Councilmember Crail</th>
<th>YES</th>
<th>Councilmember Stile</th>
<th>YES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vice-Mayor Rolfson</td>
<td>YES</td>
<td>Councilmember Tucker</td>
<td>YES</td>
</tr>
<tr>
<td>Councilmember Massey</td>
<td>YES</td>
<td>Mayor Girone</td>
<td>YES</td>
</tr>
</tbody>
</table>

2. **Resolution No. 2019-155, Reduce Fire Inspection Fees from $125 to $50**

Sherry Sutphen, City Attorney, read Resolution No. 2019-155 by title only.

**RESOLUTION NO. 2019-155**

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE 2018-19 FEE SCHEDULE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE RETROACTIVE REDUCTION AND REFUND OF CERTAIN FEES; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Robin R. Hayes, City Manager, stated a few weeks ago City Council requested review of fire inspection fees. Currently, fire inspection fees have been assessed at $125 for over 451 businesses that are less than 4,000 square feet in size. Fire Chief Griner and his staff evaluated the proposed fire inspection fee for buildings size 4,000 square feet and less and is recommending a reduction to $50. To date, 81 businesses have already paid the $125 fire inspection fee and will be refunded the difference if City Council approves this Resolution.

*Motion was made by Vice-Mayor Rolfson to approve Resolution No. 2019-155; Councilmember Tucker seconded the motion.*

Harlow Middleton, 699 E. 5th Avenue representing Main Street Leasing, referenced the way the Fire Inspection fee is attached to the business taxes rather than the location. He recently received...
bills for everything at 699 E. 5th Avenue and he said if there is an inspection fee as opposed to a tax, then it should be reflected on the bill as such. He said the billing should be by location, not by business.

Tim Griner, Fire Chief, said it is not a usual circumstance to have multiple corporations operated out of one office. The inspection of one physical place should cover all eleven of the businesses in that instance. This change will be made and proposed in the future fee schedule, taking into consideration the Mount Dora Marketplace which is scheduled to open this fall.

Mayor Girone called for a vote. The motion was approved by a roll call vote.

Vice-Mayor Rolfson | YES | Councilmember Massey | YES
Councilmember Tucker | YES | Councilmember Stile | YES
Councilmember Crail | YES | Mayor Girone | YES

The meeting recessed at approximately 7:03 p.m. City Council reconvened at approximately 7:15 p.m.


Sherry Sutphen, City Attorney, read Resolution No. 2019-104 by title only.

RESOLUTION NO. 2019-104

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO CERTAIN ADMINISTRATIVE POLICIES OF THE CITY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ADMINISTRATIVE POLICIES; PROVIDING AUTHORIZATION FOR THE CITY MANAGER TO IMPLEMENT; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Robin R. Hayes, City Manager, stated this is routine approval of administrative policies, rules and procedures.

Motion was made by Councilmember Massey to approve Resolution No. 2019-104; Vice-Mayor Rolfson seconded the motion.
Councilmember Stile stated with regard to the cemetery policy reference to American Flags being placed pursuant to the special decoration requirements, she would like to donate the small stick flags for staff to replace rather than getting rid of the flags once they are faded or torn.

*Mayor Girone called for a vote. The motion was approved by a roll call vote.*

<table>
<thead>
<tr>
<th>Councilmember Massey</th>
<th>YES</th>
<th>Councilmember Stile</th>
<th>YES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vice-Mayor Rolfson</td>
<td>YES</td>
<td>Councilmember Crail</td>
<td>YES</td>
</tr>
<tr>
<td>Councilmember Tucker</td>
<td>YES</td>
<td>Mayor Girone</td>
<td>YES</td>
</tr>
</tbody>
</table>

4. **Resolution No. 2019-127**, Lincoln Park and Pool Scope of Services with GAI Community Solutions Group

Sherry Sutphen, City Attorney, read Resolution No. 2019-127 by title only.

**RESOLUTION NO. 2019-127**

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THAT TASK AUTHORIZATION WITH GAI CONSULTANTS, INC., FOR DESIGN SERVICES FOR RENOVATIONS AND IMPROVEMENTS TO THE LINCOLN PARK POOL, ASSOCIATED FACILITIES AND SURROUNDING AREAS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF TASK AUTHORIZATION AND AUTHORITY TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Robin R. Hayes, City Manager, said the Parks and Recreation Master Plan was approved as part of the FY 2018-2019 budget. Amy Jewell, Leisure Services Director, has been very dedicated in fulfilling the plan.

Councilmember Stile asked about the actual dollar amount being paid to GAI and Ms. Jewell said it is approximately $142,000 for the construction documents. Councilmember Stile expressed disappointment in the Parks Master Plan produced by GAI. She said a lot of money is approved for consultants and she is supportive where a consultant is required. With the knowledge of Leisure Services staff, why would the City pay GAI to provide pre-construction plans for the pool and locker room? She asked why the Leisure Services Department couldn’t lay out what is needed in the City, for the City.

Frank Bellamo, GAI Consultants, is present to answer questions. Ms. Jewell said there is no way her staff in Leisure Services would be capable of creating architectural, engineering and
construction documents or even components of what goes into the pool equipment, filtration system, etc.

Mr. Bellamo clarified the proposal put together is more than a design plan, it is construction documents. GAI Consultants would be working with the CMAR throughout the construction phase with detailed drawings being presented to City Council for approval. Mr. Bellamo explained how the work is done through use of sub-consultants and swimming pool consultants. Swimming pools require very detailed mechanical, electrical, plumbing and structural drawings. The proposal also includes hiring of an architect to design a locker room building. GAI monitors all sub-consultants to make sure the job is carried through to completion.

Councilmember Massey asked for clarification of a sprayfield and Mr. Bellamo said that would include interactive water features.

Vice-Mayor Rolfson commented the reason for consultants such as GAI is as much to meet legal requirements and protections as it is for the purpose of transferring responsibility to those with expertise in necessary areas of a project.

Councilmember Crail was disappointed in the prior work done by GAI although he has no doubt about the need for these services. He will not support this Resolution.

Motion was made by Councilmember Tucker to approve Resolution No. 2019-127; Councilmember Massey seconded the motion. The motion failed by roll call vote.

<table>
<thead>
<tr>
<th>Councilmember Tucker</th>
<th>NO</th>
<th>Councilmember Crail</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Councilmember Massey</td>
<td>YES</td>
<td>Vice-Mayor Rolfson</td>
<td>YES</td>
</tr>
<tr>
<td>Councilmember Stile</td>
<td>NO</td>
<td>Mayor Girone</td>
<td>YES</td>
</tr>
</tbody>
</table>

Councilmember Massey cautioned the delay of this project may hinder the ability to have the facility ready for use next year.


Sherry Sutphen, City Attorney, read Resolution No. 2019-135 by title only.

RESOLUTION NO. 2019-135

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE SOLICITATION FOR UNDERGROUND DUCT-LINE INSTALLATION SERVICES; PROVIDING FOR LEGISLATIVE FINDINGS AN INTENT; PROVIDING AUTHORIZATION TO EXECUTE THE AGREEMENT; PROVIDING FOR AUTHORITY TO THE CITY
Robin R. Hayes, City Manager, invited Steve Langley, Electric Utility Services Director, to address City Council.

Mr. Langley said this Resolution will allow for installation of underground duct lines for cable to be installed. In the future, if there are additional underground utilities this company will be available to assist. Mr. Langley said he believes there is future potential for some areas where underground utilities would be warranted. This duct line contract will allow for future installation of underground utilities.

Mr. Langley said underground utilities are very expensive, but there are opportunities where it makes a lot of sense to underground. It does help with weather events, to have underground utilities. Loss of power is less likely for underground utilities; however, when it does go out, it is more expensive to restore.

Ms. Hayes commented the underground is GIS capable and will be mapped out appropriately.

*Motion was made by Councilmember Crail to approve Resolution No. 2019-135; Councilmember Tucker seconded the motion. The motion was approved by a roll call vote.*

| Councilmember Crail | YES | Councilmember Massey | YES |
| Councilmember Tucker | YES | Vice-Mayor Rolfson | YES |
| Councilmember Stile | YES | Mayor Girone | YES |


Sherry Sutphen, City Attorney, read Resolution No. 2019-137 by title only.

**RESOLUTION NO. 2019-137**

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO RFQ19-GS-018, CONSTRUCTION MANAGEMENT AT RISK (CMAR) SERVICES FOR VARIOUS CITY PROJECTS, LESS THAN $2 MILLION IN TOTAL CONSTRUCTION COSTS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF RANKINGS AND AUTHORIZATION TO NEGOTIATE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER’S
Robin R. Hayes, City Manager, said the evaluation committee has recommended the final ranking as follows: #1 Evergreen Construction; #2 Faden Builders and #3 Wharton-Smith Construction. She stated a representative from Evergreen Construction was present to respond to any questions.

Motion was made by Councilmember Massey to approve Resolution No. 2019-137; Vice-Mayor Rolfson seconded the motion. The motion was approved by a roll call vote.

Ms. Hayes mentioned Evergreen Construction was present as well as Faden Builders representatives.

PUBLIC HEARINGS
ORDINANCES

1. Final Reading of Ordinance No. 2019-16, Change of Zoning City of Mount Dora

Sherry Sutphen, City Attorney, read Ordinance No. 2019-16 by title only.

ORDINANCE NO. 2019-16

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING CLASSIFICATION CHANGE FOR THAT PROPERTY LOCATED ON THE NORTH SIDE OF LIMIT AVENUE AND WEST OF GRANDVIEW STREET (401 LIMIT AVENUE); PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE; PROVIDING FOR MODIFICATION OF THE OFFICIAL ZONING MAP; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Robin R. Hayes, City Manager, introduced the Ordinance and mentioned this property is where a Public Works Facility and Fire Station will be constructed.

Motion was made by Councilmember Crail to approve the final reading of Ordinance No. 2019-16; Vice-Mayor Rolfson seconded the motion. The motion was approved by a roll call vote.
2. Final Reading of Ordinance No. 2019-17, Rates and Fee Removal from Utility Ordinance and Other Financial Enhancements

Sherry Sutphen, City Attorney, read Ordinance No. 2019-17 by title only.

ORDINANCE NO. 2019-17

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA AMENDING THE CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 86, UTILITIES; PROVIDING LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 86 – UTILITIES; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Robin R. Hayes, City Manager, stated this Ordinance is intended to bring consistency to the Code of Ordinances and policies/procedures by removing fees. In the future, all fees will be referenced on a single comprehensive fee schedule and approved by one Resolution. This will make finding fees for City services much more user friendly for residents.

Motion was made by Councilmember Crail to approve the final reading of Ordinance No. 2019-17; Vice-Mayor Rolfson seconded the motion. The motion was approved by a roll call vote.

Robin R. Hayes mentioned again, with regard to the Mardi Gras building, there will be information contained in the departmental update. In addition, all items out to bid are also listed in the update. Ms. Hayes noted that in the future, once a policy is established for the rights-of-way and sidewalk enhancement permitting program, information will be included in this monthly report to City Council.

CITY MANAGER

1. Departmental Update for August

Robin R. Hayes mentioned again, with regard to the Mardi Gras building, there will be information contained in the departmental update. In addition, all items out to bid are also listed in the update. Ms. Hayes noted that in the future, once a policy is established for the rights-of-way and sidewalk enhancement permitting program, information will be included in this monthly report to City Council.
**Election Education**

Ms. Hayes recognized the team of professionals who worked with Quest Consultants to create a Charter Referendum Education campaign. Those individuals include Tim Wilson, Economic Development Manager; Misty Sommer, Deputy City Clerk; Merry Lovern, Executive Assistant to the City Manager; and Lisa McDonald, Public Information Officer.

Mr. Wilson stated the team has worked with Quest to create and distribute educational materials pertaining to the upcoming election referendum questions. Moving forward, the team will include a message on utility bills and a live website will include frequently asked questions through Quest.

Ms. McDonald stated a press release was published in regard to election education and Quest was provided a mass mailing list used to do mass telephone calls. In addition, social media has been inclusive of the election educational materials.

Ms. Sommer said the total budget was $10,000 and expenditures have totaled $9,300 to date.

Vice-Mayor Rolfsom commended the team for a job well done. He said this type of educational materials is a very important part of assisting citizens in understanding questions on the ballot.

Councilmember Massey announced copies of the educational materials are available for pick up.

Ms. Hayes announced the Call to Artists banner contest. She also announced the wellness challenge beginning with a kick off meeting on Friday, October 4, 2019.

Ms. Hayes announced the upcoming Seafood Festival September 28 and 29, 2019.

Ms. Hayes announced National Night Out on October 1, 2019 at the Epic Theater. City Council meeting will begin at 2:00 p.m.

Ms. Hayes announced the Election Day City Council meeting to be held November 5, 2019 at 2:00 p.m.

2. **City Manager’s Reports and Updates**
   - **City Manager’s Annual Review/Evaluation**

Robin R. Hayes, City Manager, stated the annual review/evaluation will be on the October 1, 2019 City Council agenda.

3. **City Manager Update on Projects**

Councilmember Stile asked about the correction of journal entries coded to the wrong funds by auditors.

Matt Dickey, Finance Director, stated as the audit process is done, journal entries as well as transactions are provided to the auditors for review. At time of year-end true-up and balancing of the budget, some of the journal entries change and auditors provide suggested journal entries to ensure things are trued up in the right place. Some of the entries provided went to the incorrect
funds, specifically the self-insured fund, which cause some other errors and had to be corrected/amended.

**BOARD APPOINTMENTS**

Vice-Mayor Rolfson appointed Ms. Ruth Jones to serve on the Northeast CRA. Ms. Jones will replace the position held by Cathy Hoechst, who is currently running for Mayor and has resigned her position on the Northeast CRA Advisory Committee. The appointed was approved by a unanimous voice vote.

**CITY ATTORNEY REPORT**

Sherry Sutphen, City Attorney, stated she participates in an Attorney’s online forum. With this being election season there is a lot of inquiries about candidate forums. Ms. Sutphen recommended the City Clerk post notice of candidate forum events and take basic minutes at these events. She said it is the City’s duty to notice meetings where more than one elected official will be in participation. Ms. Sutphen asked City Council to let Ms. Johns, City Clerk, know when planning to participate in any events of this type.

**COMMUNICATIONS AND REPORTS**

**Councilmember Stile**

Councilmember Stile thanked the Fire and Police Departments for the 9/11 Memorial Walk, it was an awesome event.

Councilmember Stile wished Matt Dickey, Finance Director, best wishes in the future. She is sorry to see him go.

**Councilmember Tucker**

Councilmember Tucker commended Cathy Lunday, Library Manager. He said the children’s circulation department at the Library increased during the summer, routinely the slowest time of year.

Councilmember Tucker also thanked Fire and Police Departments for the 9/11 Memorial Walk.

Councilmember Tucker thanked Amy Jewell, Leisure Services Director, and staff for the presentation pertaining to Special Events.

Councilmember Tucker asked if Directors need to be present at every work session.

Councilmember Tucker felt he was practically called a liar at the last meeting, and subsequently stopped from further comment by Mayor Girone. Mr. Tucker said when someone from the public makes accusations or insinuations, council members should have the right to respond.

**Councilmember Crail**
Councilmember Crail thanked Joe Grusauskas and staff for responding very quickly to a call this past week and the involved merchants were very pleased. Similarly, Vince Sandersfeld also responded to a call very promptly. He appreciates the prompt attention from staff.

Councilmember Crail said it occurs to him that the strategic plan was the finest product during his four years here. He feels there should be time set aside to review the document in the near future.

Councilmember Crail received a call from someone working to organize the first Jane Austen event. She has some timing concerns associated with her request for funding. He is pleased the City is moving the process of reading over proposals to the Mount Dora Community Trust.

Robin R. Hayes, City Manager, asked Amy Jewell to contact Mount Dora Community Trust and see what can be done to assist this application.

Councilmember Massey

Councilmember Massey echoed comments about the 9/11 Memorial Walk.

Councilmember Massey thanked Sharon Kraynik and her staff for the admirable job they have done. Happy Human Resource Professionals Day.

Councilmember Massey attended the 100th Anniversary at American Legion. When he arrived this evening he found a gift from Roger Mane who hand-made a cedar box with the Air Force Seal and Crest on top, commemorative of the 100th anniversary of the American Legion. He said the American Legion does a lot of good work for veterans.

Vice-Mayor Rolfson

Vice-Mayor Rolfson shared recent compliments from District 2 for Joe Grusauskas and staff for work on trees and Amy Jewell and staff for summer camp programming and inclusion of a child who required special attention and support.

Mayor Girone

Mayor Girone mentioned the cedar box is a very special gift and he had received one earlier in the day, too. He expressed his sincere appreciation to the American Legion.

Mayor Girone echoed all of the positive comments made about the 9/11 Memorial Walk. He thanked Chief Griner again for making this event possible.

ADJOURNMENT

There being no further business for discussion, the meeting adjourned at approximately 8:25 p.m.

______________________________________________
NICK GIRONE, Mayor

Gwen Keough-Johns, MMC, City Clerk
ATTACHMENT #1 TO SEPTEMBER 19, 2019 CITY COUNCIL MINUTES

MEMORANDUM

TO: Honorable Mayor Nick Girone and Councilmembers

FROM: Robin R. Hayes, City Manager

DATE: September 18, 2019

SUBJECT: Main Street Leasing Mardi Gras Building – Sidewalk and Stem Wall Issue

First, I would like to apologize to the City Council and Main Street Leasing for the events that have transpired over the past few days with regard to installation of the sidewalk and associated structures.

I apologize for not presenting the progress of the project to the City Council. Simply stated, a change in personnel and a transition of staff members resulted in a lapse in communicating each variance associated with the multitude of operational projects that are ongoing. Current staff working on this project do not have the history of the sidewalk issues in 2017, specifically, the requirement for the City Manager to notify the Council of any proposed sidewalk/right-of-way modifications that include significant changes to the existing sidewalk/right-of-way condition. More than 15 months ago, Main Street Leasing partnered with the City and has worked diligently with the Public Works Department and Engineering Services on the project, to include construction of the sidewalk, right-of-way, and infrastructure. As part of the project, Main Street Leasing installed electric, fiber conduit, and new water utilities to serve our residents in the Downtown, and contracted with BESH Engineering to develop plans to properly lay out a sidewalk plan to meet ADA requirements. The improvements represent a major deviation as compared to the original sidewalk conditions, as seen in the presentation to the Historic Preservation Board in November 2018.

On Wednesday evening of last week, a councilmember posed a question in reference to what the sidewalk would look like. The simple answer to the councilmember at that time was that in conversation with the prior Public Works Director and Larry Baker of Main Street Leasing, the sidewalk would be a multi-level structure with a handrail. On Thursday, Planning Director Vince Sandersfeld provided me with the advisory board meeting agenda packet and associated dates during which the Mardi Gras project was presented for consideration. Those dates are: July 25, 2018 (Historic Preservation Board) and November 27, 2018 (City Council).

While reviewing the agenda packet items related to the project, I realized the Historic Preservation Board on July 25, 2018, was presented with the Certificate of Appropriateness Application Form for consideration. The applicant included photos of the “Elevations of the Surrounding Structures which will be influenced by New Structure” as part of the required documentation for the application. The agenda packet also included proposed elevations of the building as part of "Attachment #1". In the staff analysis section of the memo, there is no mention of the sidewalk or
elevation, and Mr. Sandersfeld did not mention the proposed sidewalk improvements during the review of the historic items being presented. The Historic Preservation Board’s oversight responsibility includes structural changes and additions to the buildings, such as doors and entrances, windows, and façade. Sidewalks and rights-of-way are not part of a building and it has not been part of the Historic Preservation Board’s oversight responsibility to ensure sidewalks and rights-of-way comply with historic building guidelines.

On November 27, 2018, Resolution No. 2018-193 (Hold Harmless Agreement for Mardi Gras) was presented to City Council. A full copy of the Certificate of Appropriateness application was included in that agenda package. The discussion section of the staff memo states, “Because a portion of new addition (upper deck) will encroach into the City’s sidewalks, a formal agreement is required.” Discussion of this agenda item begins at 31:48 in the audio file of the meeting. Planning Director Vince Sandersfeld explained the item before the Council was not the design, structure or height of the building, but to provide a protective clause for the City with regard to the right-of-way. I mentioned as part of my summary of the agenda item that Main Street Leasing partnered with the City and agreed to pay for ADA improvements to the sidewalk. Work would include right-of-way modifications and be brought back to Council for their purview and input.

Main Street Leasing partnered with the City in good faith and the issuance of the stop to work order was in response to my understanding of the discussion by City Council on Thursday night and even into Friday morning not to pour concrete for a sidewalk prior to Council reviewing the plans.

After discussing the site work last week with Larry Baker of Main Street Leasing, as well as staff speaking with the contractor on site, it was understood the concrete work was for the stability and safety of the historic building. The City agreed the priority was for the safety of the building with respect to pouring the footer; curbing was needed to secure the roadway and infrastructure, specifically stormwater; and the pedestrian walkway was needed for the safety of our visitors crossing Donnelly and 5th. The stop to work order has been rescinded and will not be reflected as part of this project’s history. Again, I would like to express my sincere apology to Main Street Leasing for any harm the stop to work order has caused.

Since the Special Meeting, additional information has been provided and staff has had time to address the concrete work and sidewalk. Specifically, engineering has indicated the need to install a monolithic slab, which connects to the footer and to the building to ensure the structural integrity and safety of the building. Right-of-way plans will be presented during the Council meeting, as well as discussion of the layout of the sidewalk, monolithic slab, and retaining wall associated with this project. Staff has communicated with the engineering firm on record and the contractor on site to validate the work is being performed as per the specs. It is expected that Main Street Leasing will continue working as per the engineering drawings and staff will report progress during upcoming Council meetings. Staff has prepared an informational item to include the sidewalk/right-of-way drawings for the Historic Preservation Board’s September 25, 2019 meeting.

In closing, approving a right-of-way/sidewalk enhancement is an operational function, and staff will present a right-of-way/sidewalk permit program to govern changes within the Downtown, Highland, and Triangle area business communities. The policy will be submitted for your approval prior to December 18, 2019, with basic requirements of the policy focusing on removal and replacement of sidewalks that deviate from existing conditions.

As always, I am available should you have any questions or concerns.
Having been duly advertised as required by law, Mayor Nick Girone called the Regular Session of City Council to order at approximately 5:30 p.m.

Moment of Silence and Pledge of Allegiance to the Flag were led by Councilmember Massey.

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

**Also Present**
Robin R. Hayes, City Manager  
Gwen Johns, City Clerk  
Sherry Sutphen, City Attorney

**PUBLIC COMMENTS**
Michael Salerno feels the allowance of animals at special events is a lawsuit waiting to happen. He said there is also a health and sanitation issue and he stated his comments are with the exception of service animals.

Mr. Salerno asked for updated information on Dora Parc and Dora Landing developments.

Vince Sandersfeld, Planning and Development Director, stated the Dora Parc development on Clayton Street is in the process of obtaining a permit for the retaining wall. Building permit application has also been submitted by Lennar Homes, the builder.

Mr. Sandersfeld stated the Dora Landings development at Pine and Grandview is going through the administrative process. The signs may have been removed due to conflict with their infrastructure installation. Ryan Homes is the builder and they have been in contact with the Planning and Development office staff.

With regard animals at special events, Ms. Hayes stated all facets of special events will be discussed with the proposed Special Events Ordinance.

Amy Jewell, Leisure Services Director, said first reading of the ordinance will be on October 15, 2019. The special event rules and regulations do contain information about the allowance of animals, it will be up to the individual event sponsors to advertise and communicate to the public whether or not animals will be allowed at their events.
Mike Masterson, 7887 Crosswinds Way, stated some of the charter amendment education materials may be perceived by some residents as advocacy rather than simply announcing the referendum topics. He feels there is an objective embedded in the referendum questions.

PRESENTATIONS

1. **Certificates of Appreciation for Human Resource Professionals**

Mayor Girone presented Certificates of Appreciation to Human Resources staff members Sharon Kraynik, Director; Kimberly Helfant, Human Resources Analyst, and Natasha Vega, Human Resources Administrative Assistant. He commented on the job these employees do for the City and expressed appreciation to Human Resources all they do on a daily basis.

2. **East Central Florida Regional Resilience Collaborative**

Robin R. Hayes, City Manager, stated Tim Wilson and Merry Lovern have been working with the East Central Florida Regional Council. She invited Jennifer Rupert, East Central Florida Regional Resilience Collaborative, to provide information to the City Council with regard to looking at future conditions and how the City will respond. The East Central Florida Regional Planning Council represents 8 counties and 78 cities in the region.

Ms. Rupert provided information about the initiatives being implemented through the East Central Florida Regional Resilience Collaborative. Two committees have been formed and a directional framework has been developed with a memorandum of understanding outlining the structure and shared vision for resilience. On May 15, 2019, the East Central Florida Regional Planning Council formalized this collaborative.

Following discussion of City Council, if it is desired by the City of Mount Dora, an agreement will be brought back to formalize participation with the regional resilience collaborative.

Councilmember Stile asked how data is gathered and Ms. Rupert said in the first year, it is important to understand the regional risks and vulnerability. The council will begin with emergency management plans and working with city and county staff members to gather initial data.

Vice-Mayor Rolfson suggested this item be placed on a future agenda and there was no objection.


Robin R. Hayes, City Manager, asked Adam Sumner, CRA Administrator and Vince Sandersfeld, Planning and Development Director, to be recognized for the work they have done with CareerSource and the Central Florida Summer Youth Internship Program – Northeast CRA.

Mr. Sumner credited Nate Walker for his interest in a program that would enable local youth to work during the summer months. Mr. Sumner said the City ended up with twelve summer interns.
and it was a very successful program. Funding for the program was approved by the CRA Governing Board and the City supported the program by providing a portion of the money required to compensate student interns.

Jason Lietz, Youth Program Manager with CareerSource Central Florida, gave an overview of what the CareerSource does to help young people. He said the program is successful and the types of training services are consistent with the Northeast CRA Redevelopment Plan 2018 under Policies 2.1.5 Workforce and Job Training programs.

Councilmember Tillett asked if there are any other ideas for engaging more individuals from the Northeast CRA area. Mr. Sumner said he is working with Leisure Services to explore opportunities to provide daycare in the future so that older youth who would typically be babysitting their siblings can participate in the program. Transportation issues are also being evaluated.

**APPROVAL OF AGENDA**

Mayor Girone said the September 19, 2019 Final Budget Public Hearing minutes have been finalized and will be added to the consent agenda.

*Motion was made by Vice-Mayor Rolfson to approve the agenda as amended by Mayor Girone; Councilmember Crail seconded the motion. The motion was approved by a unanimous voice vote.*

**CONSENT AGENDA**

1. **Approval of Meeting Minutes**
   - September 5, 2019 First Budget Public Hearing
   - September 5, 2019 Regular Session Minutes
   - September 12, 2019 Special Fire Assessment Meeting Minutes

*Motion was made by Councilmember Tillett to approve the consent agenda with correction of the scrivener’s error in the final budget public hearing minutes; Vice-Mayor Rolfson seconded the motion. The motion was approved by a unanimous voice vote.*

**PUBLIC HEARINGS RESOLUTIONS**


Sherry Sutphen, City Attorney, read Resolution No. 2019-118 by title only.
RESOLUTION NO. 2019-118

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE SOLICITATION FOR PROFESSIONAL GROUNDS MAINTENANCE AND LANDSCAPING SERVICES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AUTHORIZATION TO EXECUTE THE AGREEMENT; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Robin R. Hayes, City Manager, stated this Resolution is for professional grounds maintenance and landscaping services with Trimac Outdoor, beginning October 1, 2019. She said this item was pulled from the previous City Council agenda due to the financial part of this item had to be re-adjusted before presentation to City Council for approval. One of the attachments included in the agenda packet includes adjustments that will be made in the fund and will also be provided to City Council in a future presentation for budget adjustments.

Motion was made by Councilmember Massey to approve Resolution No. 2019-118; Vice-Mayor Rolfson seconded the motion.

Councilmember Tillett commented on the $40,000 increase from the original budgeted amount.

Amy Jewell, Leisure Services Director, stated last year the City paid $134,315 and the new agreement cost for this service will be $187,586. She explained it has been four years since this service has been rebid. Some of the parks have been rated higher than in past years, which equates to more service required. Ms. Jewell also explained irrigation has been introduced into the process so a plan can be made for the future, allowing for irrigation at all of the trees.

Councilmember Stile asked specific questions about the content of the contract.

Jason Mauer, Leisure Services, said the company will be tasked with testing the City’s irrigation and for repairs when the system is damaged. It is anticipated the landscape company will find issues with the irrigation system that will provide the City with a better overview of what is outdated and inefficient so repairs can be made accordingly.

Councilmember Stile questioned the frequency of mowing specific facilities and Ms. Jewell said the properties can be interchangeable as far as how often individual areas are maintained.

Mr. Mauer said the contractor does understand twice each month is when the water tower property will be mowed. He added the proposal includes contractor doing professional fire ant treatment in all of the parks.

City Council Regular Meeting Minutes – October 1, 2019 – Page 4
Councilmember Stile asked if the City still needs the new lawn mower that was approved during the budget process. Ms. Jewell said City staff still maintains areas throughout the City including the cemetery, Lincoln Park, and Frank Brown Fields. Ms. Hayes said the public works group also mows rights of way and stormwater ponds throughout the City.

Vice-Mayor Rolfson noted the ongoing irrigation service is for the efficiency of the system. He also is pleased to see this contract inclusive of fire ant treatments.

Councilmember Tucker commented there are several pocket parks in the City and he mentioned to Council several months ago that he knows some property owners who would be willing to purchase pocket parks adjacent to their properties. He suggested City staff should look at the possibility of selling pocket parks.

Councilmember Massey commented the cost for service was shocking, but in his experience, landscaping is one of the biggest operational expenses. He supports the Resolution.

Councilmember Tillett agreed with Councilmember Tucker with regard to the pocket parks. She said with future aspiration of parks on the north side of US 441, maintenance costs will increase in the future.

Mayor Girone called for a vote. The motion was approved by a roll call vote.

<table>
<thead>
<tr>
<th>Vice-Mayor Rolfson</th>
<th>YES</th>
<th>Councilmember Stile</th>
<th>YES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Councilmember Tucker</td>
<td>NO</td>
<td>Councilmember Tillett</td>
<td>YES</td>
</tr>
<tr>
<td>Councilmember Crail</td>
<td>YES</td>
<td>Mayor Girone</td>
<td>YES</td>
</tr>
<tr>
<td>Councilmember Massey</td>
<td>YES</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Resolution No. 2019-131, Preliminary PUD Donnelly Woods

Sherry Sutphen, City Attorney, read Resolution No. 2019-131 by title only.

RESOLUTION NO. 2019-131

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, RELATED TO THAT PRELIMINARY DEVELOPMENT PLAN ENTITLED “DONNELLY WOODS”; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR PRELIMINARY DEVELOPMENT PLAN APPROVAL WITH CONDITIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
Robin R. Hayes, City Manager, said this is a Preliminary PUD request for Donnelly Woods. She asked Vince Sandersfeld, Planning and Development Director, to address City Council.

**Motion was made by Vice-Mayor Rolfson to approve Resolution No. 2019-131; Councilmember Massey seconded the motion.**

Councilmember Crail clarified the applicant has reduced the height from 60’ to 40’ and the 55+ designation has been eliminated. Mr. Sandersfeld affirmed.

Councilmember Stile noted in the Resolution, 58 residential units is indicated on the first page but it should be 112. Mr. Sandersfeld said that is a scrivener’s error and will be corrected.

Councilmember Stile also referred to the very last *whereas clause* in the Resolution where it states the final development plan may be submitted to the City within 6 months of the preliminary development plan approval. She asked if the applicant would have to start the process over if not submitted within 6 months and Mr. Sandersfeld said yes.

Councilmember Tucker asked if there would be a barrier between the development and the Public Works/Public Safety building. Mr. Sandersfeld said yes, vegetation.

Ms. Hayes added a fence will be installed around the City facilities.

Councilmember Tillett referenced the building height language, “as well as an increase to the maximum height to 60’ in lieu of the traditional residential zoning maximum height of 35’”, and asked whether a zoning or comp plan amendment would be necessary.

Following some questions about school capacity, Mr. Sandersfeld stated Lake County Schools are aware of the development and it is up to them to provide capacity.

Mr. Sandersfeld said the comprehensive plan policy dictates that planned unit developments can modify and deviate from performance standards of the land development code, including height, based on the master plan. This same procedure has been used for other development projects.

Gerry Guenther, Overlook Drive, and Austin Guenther, 525 North Tremain Street, said the PUD, as currently zoned allows for a certain percentage of impervious surface and this project is only at 34%. Mr. Guenther said his intent is to limit the amount of impervious surface on the site. In addition, Councilmember Crail had expressed concern about the intensity of density and he stated their concentration was not to encroach on any of the wetlands, but to preserve that area because it feeds well into the portion of the western side of the conservation area. In the setbacks, the PUD setbacks for the wetlands are increased from 57 ft to 191 ft.

Mr. Gerry Guenther said he agrees with Councilmember Tillett’s comments pertaining to professional space. However, he said currently more than 50,000 sq ft of professional space exists in downtown and everything is full.
Michael Salerno, 354 East 10th Avenue, asked traffic flow along Donnelly is being taken into consideration with recent approval of several developments.

Mayor Girone said when developments are being constructed in the City, they have to submit a traffic study. He added the state is in planning stages for reconfiguration to the intersection at US 441 and Donnelly.

Mr. Salerno asked what happens after a traffic study is completed. Mr. Sandersfeld responded the distributions are calculated differently and all are taken into consideration by traffic engineers. Widening of US 441 is key even though it will not fix everything.

Robin R. Hayes, mentioned Dora Landing which was presented to City Council approximately one year ago. Concern was with Lake County had stated there would be an impact to the roads. Some changes were made but it was up to the developer to make appropriate changes.

Mike Masterson, 7887 Crosswinds Way, said it seems every time a developer comes in with a project, they request variances. He asked if City Council or Planning and Zoning Commissioners can refuse these requests. He also asked if the City can require certain types of parking area in order to help with drainage.

Sherry Sutphen, City Attorney, weighed in from a legal standpoint, the City is allowing planned development to come forward and make changes because of a unique product being offered by the developer. She said it is a give and take situation required to come up with a product that fits better into the City of Mount Dora.

Vice-Mayor Rolfson stated his appreciation for the questions raised but they are speculative and rhetorical in nature. In addition, the questions are not pertaining to this particular project. Vice-Mayor Rolfson said perhaps a work session would be more appropriate to discuss policy issues.

**Mayor Girone called for a vote on Resolution No. 2019-131. The motion was approved by a roll call vote.**

<table>
<thead>
<tr>
<th>Vice-Mayor Rolfson</th>
<th>YES</th>
<th>Councilmember Tucker</th>
<th>YES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Councilmember Massey</td>
<td>YES</td>
<td>Councilmember Crail</td>
<td>NO</td>
</tr>
<tr>
<td>Councilmember Stile</td>
<td>YES</td>
<td>Mayor Girone</td>
<td>YES</td>
</tr>
<tr>
<td>Councilmember Tillett</td>
<td>YES</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. **Resolution No. 2019-143, SR 19A Utility Relocation Project with CathCart Construction Company**

Sherry Sutphen, City Attorney, read Resolution No. 2019-143 by title only.
RESOLUTION NO. 2019-143

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THAT TASK AUTHORIZATION WITH CATHCART CONSTRUCTION COMPANY FOR REMOVAL AND RELOCATION OF FORCE MAIN AND WATER MAIN PIPE ASSOCIATED WITH THE STATE ROAD 19A FDOT PROJECT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF TASK AUTHORIZATION AND AUTHORITY TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Robin R. Hayes, City Manager, explained Resolution No. 2019-143. She also mentioned CathCart was one of the companies selected in the CCNA process.

Joe Grusauskas, Public Works and Utilities Director, stated this will serve the medical complex and that is all it will ever serve in the subject location which is where SR 19 merges onto US 441 near the Racetrack convenient store. Eustis and Tavares are adjacent to this project on both sides. There is no easement available to buy, it would not be cost effective.

Councilmember Massey said this is the area of SR 19 to US 441.

Motion was made by Councilmember Tucker to approve Resolution No. 2019-143; Councilmember Tillett seconded the motion. The motion was approved by a roll call vote.

<table>
<thead>
<tr>
<th>Councilmember</th>
<th>YES</th>
<th>Councilmember</th>
<th>YES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tucker</td>
<td></td>
<td>Stile</td>
<td></td>
</tr>
<tr>
<td>Tillett</td>
<td></td>
<td>Rolfson</td>
<td></td>
</tr>
<tr>
<td>Crail</td>
<td></td>
<td>Girone</td>
<td></td>
</tr>
<tr>
<td>Massey</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Resolution No. 2019-156, Approval of Agreements for Invitation to Bid #19-PW-026 Generator Maintenance Services

Sherry Sutphen, City Attorney, read Resolution No. 2019-156 by title only.
RESOLUTION NO. 2019-156

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE SOLICITATION FOR GENERATOR MAINTENANCE SERVICES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Robin R. Hayes, City Manager, stated this request is for approval of agreement with Accurate Power and Technology for the ongoing maintenance of generators throughout the City. There are currently 42 generators located at various lift stations, water and wastewater plants and public service buildings.

Councilmember Tillett asked what has been done for maintenance of the generators in the past. Joe Grusauskas, Public Works and Utilities Director, said there used to be a fleet maintenance division in the City and they handled the generator maintenance. Since that time, various vendors and purchasing cards have been used for maintenance on an ‘as needed’ basis.

Motion was made by Councilmember Crail to approve Resolution No. 2019-156; Councilmember Tillett seconded the motion. The motion was approved by a roll call vote.

| Councilmember Crail | YES | Councilmember Tucker | YES |
| Councilmember Tillett | YES | Vice-Mayor Rolfson | YES |
| Councilmember Massey | YES | Mayor Girone | YES |
| Councilmember Stile | YES |


RESOLUTION NO. 2019-170

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, RELATING TO THE CITY OF MOUNT DORA CANVASSING BOARD; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE ESTABLISHMENT OF THE 2019 CITY CANVASSING BOARD; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER’S ERRORS, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERING AN EFFECTIVE DATE.
Robin R. Hayes, City Manager, gave an explanation of Resolution No. 2019-170.

Gwen Johns, City Clerk, noted some of the members who have been asked to serve are unable to be present at the mandatory training on October 25, 2019. Therefore, Vice-Mayor Rolfson has been asked to serve and accepted the invitation. Ms. Donna Blakely, a resident, is being asked to serve, but has not responded to the request at this time.

Ms. Johns announced those who will be serving on the Canvassing Board: Cal Rolfson, Vice-Mayor; Misty Sommer, Deputy City Clerk; Sherry Sutphen, City Attorney; Adam Sumner, CRA Administrator; Michael Salerno, Citizen and Gwen Johns as Alternate.

Mr. Salerno declined the invitation to serve on the 2019 Election Canvassing Board.

Sherry Sutphen, City Attorney, suggested naming members of the Canvassing Board, upon confirmation with those member the Resolution can be ratified at the next City Council meeting.

Councilmember Stile asked if Sherry Sutphen, City Attorney, is a required member of the canvassing board from a legal perspective. Ms. Johns stated the other agencies and Lake County routinely have an attorney on their canvassing boards.

Motion was made by Councilmember Crail to approve Resolution No. 2019-170 naming Misty Sommer, Sherry Sutphen, Cal Rolfson, Adam Sumner and Donna Blakely as Members with Gwen Keough-Johns serving Alternate Member; Councilmember Massey seconded the motion. The motion was approved by a roll call vote.

<table>
<thead>
<tr>
<th>Councilmember Crail</th>
<th>YES</th>
<th>Councilmember Tillett</th>
<th>YES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Councilmember Massey</td>
<td>YES</td>
<td>Vice-Mayor Rolfson</td>
<td>YES</td>
</tr>
<tr>
<td>Councilmember Stile</td>
<td>YES</td>
<td>Mayor Girone</td>
<td>YES</td>
</tr>
<tr>
<td>Councilmember Tucker</td>
<td>YES</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Mayor Girone recessed the meeting at approximately 4:08 pm and City Council reconvened at approximately 4:19 pm.

Robin R. Hayes, City Manager, stated the effective date in the corresponding documents with Resolution No. 2019-118 should be November 1, 2019.

Vice-Mayor Rolfson moved to authorize amendment to Resolution No. 2019-118; Councilmember Massey seconded the motion. The motion was approved by a roll call vote.

<table>
<thead>
<tr>
<th>Vice-Mayor Rolfson</th>
<th>YES</th>
<th>Councilmember Tillett</th>
<th>YES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Councilmember Massey</td>
<td>YES</td>
<td>Councilmember Tucker</td>
<td>YES</td>
</tr>
<tr>
<td>Councilmember Stile</td>
<td>YES</td>
<td>Mayor Girone</td>
<td>YES</td>
</tr>
<tr>
<td>Councilmember Crail</td>
<td>YES</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1. **Single Reading (Final) Ordinance No. 2019-18, Small-Scale Future Land Use Map Amendment for Donnelly Woods**

Sherry Sutphen, City Attorney, read Ordinance No. 2019-18 by title only.

**ORDINANCE NO. 2019-18**

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO A CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2032; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Robin R. Hayes, City Manager, introduced Ordinance No. 2019-18 and asked Vince Sandersfeld, Planning and Development Director, to address City Council. This future land use amendment would allow up to 120 residential units.

Councilmember Crail reiterated concern about the density of this development.

Mr. Sandersfeld explained this the comp plan policy is applicable to raw land area. The PUD takes into consideration the property features including wetlands before density is subtracted. For analysis of level of services on all facilities, the worst case impacts is used as a policy. Mr. Sandersfeld added it is an issue of land use compatibility.

Councilmember Crail asked how the calculations are done given the limited information available. Is this a compatible land use pattern that would be appropriate?

Mr. Sandersfeld said this issue is density on the property. Other elements such as setbacks, buffers, housing types, are in the PUD and will be presented to City Council at a future date.

*Motion was made by Councilmember Massey to approve the Final Reading of Ordinance No. 2019-18; Councilmember Tucker seconded the motion. The motion was approved by a roll call vote.*
**CITY MANAGER**

1. **City Manager Update on Projects**

Robin R. Hayes, City Manager, asked Joe Grusauskas, Public Works and Utilities Director to provide an update on projects.

Joe Grusauskas, Public Works and Utilities Director, gave an update with regard to Third and Baker. The buildings were demolished, staff recovered some reusable wood, land clearing was done, grading was done and a geo-fabric was installed to hold everything together. Rock was added along with plumbing for restrooms and irrigation. Rock is being rolled and hardened, then geo-grid will be put down, designed for traffic. He said the area of Celebration is using this green parking lot in a very high impact area and it is holding up very well. Mr. Grusauskas brought a sample of the geo-grid which will be installed for parking area.

Vince Sandersfeld, Planning and Development Director, referred to the Mardi Gras building sidewalk project, which was presented to the Historic Preservation Board (HPB) with direction of City Council. As these types of projects occur, they will be presented to the Historic Preservation Board. A full explanation of the work being done was provided and the HPB was very appreciative. There were no significant comments, the HPB liked the fact the Mardi Gras building has the uniqueness of a New Orleans feel.

Robin R. Hayes, City Manager, said Charter Referendum promotional information has been provided to City Council. Merry Lovern, Executive Assistant, Misty Sommer, Deputy City Clerk, provided a summary of how staff promoted the election education and will continue to promote the referendum questions. Proposed options for continuing to get the word out were discussed but there would be additional cost would require City Council approval. Cost to the City would be approximately $2,500 to mail a post card directing every resident to the online information. An additional open house could be held for an additional $350.

Councilmember Tillett asked about the questions page and whether it is part of the educational flyer. Ms. Sommer said the flyer is all that has been used to date for education, but the questions are on the website. Councilmember Tillett’s issue is with how question 6 is worded because the question says “what is the benefit of having 5 district councilmembers” and the answer says “increased representation…”

Sherry Sutphen, City Attorney, said the actual question asked was answered based on how the Charter Review Committee had stated their reasoning and purpose. Ms. Sutphen made sure, when delivering the answers, to let them know these answers were directly from the Charter Review Committee. Councilmember Tillett feels the website should indicate how the question and answer came about.
Ms. Sutphen stated City Councilmembers are allowed to advocate for the referendum questions, but must let anyone they are speaking with know their advocacy is not the position of the City of Mount Dora.

Councilmember Crail suggested something in the newspaper to remind people there is an election with referendum issues now and again a few days before Election Day.

Vice Mayor Rolfson Agrees with consensus of no post card. He also expressed the importance of the educational campaign for referendum questions.

Steve Langley, Electric Utility Director, introduced Mr. Wayne Zimmerman, Deputy Electric Utility Director.

Robert Bell, Police Chief, introduced Mike Fewless, Deputy Police Chief and Michael Gibson, Captain.

2. **City Manager Vacation Time/Leave Request**

Robin R. Hayes, City Manager, informed City Council of vacation dates October 3 – 7, 2019 when Steve Langley, Electric Utility Director, will be assigned as Acting City Manager.

Ms. Hayes, City Manager, also informed City Council she will be at the ICMA Conference with some vacation days at the end of the conference October 24 – 30, 2019. Joe Grusauskas, Public Works and Utilities Director, has been assigned as Acting City Manager.

3. **City Manager Annual Review**

Vice-Mayor Rolfson stated in looking at the matrix pertaining to Robin R. Hayes, City Manager, performance ratings, he realized the average responses were average or above average.

Councilmember Tillett said it was her understanding that City Council agreed to reduce the millage rate, money would have to be cut from the budget, and the City Manager was tasked with identifying areas to make budget adjustments. So, Councilmember Tillett believes if the City Manager that part of the necessary reduction includes her merit pay increase for this year, then Ms. Tillett feels City Council should honor her decision.

Councilmember Crail thinks Mount Dora has an excellent city manager, and he supports a 3% increase as every other employee receives. Councilmember Crail thanked Ms. Hayes for a job well done.

Councilmember Stile, noticed significant differences in the scoring. She said when an employee scores are predominantly 4’s and 5’s, in her opinion that means the City can’t get any better. Councilmember Stile said our City is far from perfect given the recent catastrophe in the Police Department. Some employees feel they are being micromanaged. Councilmember Stile said the number one thing she hears from residents is that everything is increasing in cost. The biggest thing for Crissy is that Ms. Hayes went out and applied for a new position after only 2 years employment with the City.

Councilmember Stile said as a first time City Manager, Ms. Hayes has grown in the position and gained experience. She also feels Ms. Hayes works hard to meet the needs of the residents.
Councilmember Tucker felt he graded Ms. Hayes justly. He said if Ms. Hayes can be applauded when things get done, the same holds true in the opposite situation.

Councilmember Tillett believes in giving credit where due and she believes in constructive criticism. She believes the city manager has been responsive and feels where there are areas that need improvement, those areas have been noted.

Councilmember Massey said everyone approached this exercise in the same way. He understands the impacts a review has on a person, their family, etc. He believes Ms. Hayes has been operating with good guidance, individually, from each of the City Councilmembers working together. Councilmember Massey reminded the City Council that being a City Manager is a very difficult job. Ms. Hayes is gifted with great recall and has always been open to discussion and has given consideration to his ideas.

**Motion was made by Vice-Mayor Rolfson to grant Ms. Hayes an increase of 3%; Councilmember Crail seconded the motion.**

Vice-Mayor Rolfson said while he understands the frustration with a growing budget, remember the Charter requires the City Manager to prepare a balanced budget, which was done. Subsequently, the City Council makes decisions based on the budget. He said increased budget criticisms should be toward the Council, not the City Manager.

Councilmember Massey reminded everyone of a $22 million bond, a $12 million bond, and a bank loan for $4 million acquired to acquire property and work on parking solutions. Those figures must go into the budget and these bond proceeds must be taken into consideration. The City Council works hard and has not squandered any funds.

Robin R. Hayes, City Manager, is satisfied with individual meetings she had with City Councilmembers. She will continue to communicate with City Council.

Mayor Girone said he and Ms. Hayes have a good working relationship He read, intently, all of the comments and they all have value even though some are critical. He said each person takes a subjective look at the scoring process and some will see things differently.

**BOARD APPOINTMENTS**

Mayor Girone appointed Tim Wilson, Economic Development Manager, to serve on the Lake-Sumter MPO Technical Advisory Committee as an Alternate member. The appointment was approved unanimously.

Councilmember Tillett appointed Glenna Burch to serve on the Planning and Zoning Commission for the remainder of the term until Councilmember-Elect Burtnett takes office and makes an appointment. The appointment was approved unanimously.

Mayor Girone and City Council reappointed Linda Bokland to serve on the Police Pension Board of Trustees. The reappointment was approved unanimously.
CITY ATTORNEY REPORT

Nothing to report.

COMMUNICATIONS AND REPORTS

Councilmember Tillett

Councilmember Tillett clarified the reason a decision was made to allow event organizers the liberty to decide whether or not to allow pets at their events was primarily because the City would incur too much expense providing in additional means of enforcement.

Councilmember Tillett gave an update on the Community Trust funding distributed.

Councilmember Stile

Nothing to report she will be attending Leadership Lake County this year.

Councilmember Tucker

Councilmember Tucker said the Seafood Festival was held this past weekend and he heard from merchants that downtown businesses had a great weekend.

Councilmember Tucker has been in touch with the City of Minneola and as of last meeting one of the speakers talked about a handicapped accessible playground; he has shared with City Manager Hayes the cost of that playground was roughly $30k which included a wheelchair accessible merry-go-round and swing.

Councilmember Crail

Councilmember Crail said the Seafood Festival was good, and he liked the layout.

Councilmember Crail asked Councilmember Tillett about the Jane Austin event and whether the event was funded by the Community Trust. They did receive $5,000 which will pay for advertising and the Community Trust will be a naming sponsor. There is another fund that the Community Trust is working with to get additional funding for the rental of facilities.

Councilmember Massey

Nothing to report.

Vice-Mayor Rolfson

Nothing to report.

Mayor Girone

Mayor Girone thanked Councilmember Tillett for her service on the Community Trust.

Central Florida Film Festival was held at the Epic Theater this past weekend, a lot of filmmakers were in the area. Mayor Girone participated in the award ceremony on Sunday evening.
ADJOURNMENT

There being no further business for discussion, the meeting adjourned at approximately 6:10 pm.

______________________________
NICK GIRONE, Mayor

______________________________
Gwen Keough-Johns, MMC, City Clerk
DATE:  October 15, 2019

TO:  Honorable Mayor and City Council Members

FROM:  Robin R. Hayes, City Manager

SUBJECT:  Resolution No. 2019-106, Adoption of the Wolf Branch Innovation District Implementation Plan

Introduction:
This is a request for City Council to approve Resolution No. 2019-106, Adoption of the Wolf Branch Innovation District (WBID) Implementation Plan.

Discussion:
Dr. Richard Levey will provide a presentation on the final plan document for the Wolf Branch Innovation District (WBID). The final plan is attached as Exhibit "A" to the Resolution.

The implementation plan will serve as the enabling document to advance the planning and economic development initiatives in the WBID area. The plan provides a framework for the implementation action plan as described in the executive summary. Additionally, the plan has been distributed for review and comment to major stakeholders in the study area. A public workshop was held on February 28, 2019 to discuss the initial concepts of the plan and proposed future land use modifications to identified properties in the study area. Subsequently, a draft of the plan was distributed to stakeholders for review and various changes to the plan were made based on feedback that was received.

City and County planning and economic development staff have reviewed the plan with Dr. Levey and our input and recommendations have been incorporated into the final document.

Both the City Council and the Lake County Board of County Commissioners have received quarterly updates on the progress of the plan. The Board of County Commissioners reviewed the plan and provided direction to County staff at their October 8, 2019 meeting.

The next steps will include amendments (both text and future land use map) associated with the land use strategies and policy framework. The City intends to include these in the upcoming Comprehensive Plan Evaluation and Appraisal Report (EAR) amendments in order to expedite the Wolf Branch Innovation District (WBID) Implementation Plan. This time-frame will be
within the next 6-8 months. In concert, the City will begin processing Land Development Code amendments associated with WBID Implementation Plan and design standards. LDC regulations must be consistent with adopted Comp. Plan goals and polices accordingly.

**Budget Impact:**
The WBID implementation plan outlines needed public and private improvements to support the level of future development that is anticipated over the next 20 years. City staff will use the plan to program future improvements in the City's Capital Improvement Plan. Adoption of the plan will increase the likelihood that the City will be awarded grants for capital improvement projects.

Comprehensive Plan Amendment associated with the Evaluation and Appraisal are being updated by the City's Planning Consultant contract services under FY18-19 and FY19-20 GL#: 001-5150-531.00-00-PL1901 with budget amount $79,350.00.

Land Development Code Amendment will require consultant services under GL# 001-5150-531.00-00 budget FY19-20. Task order for these costs forthcoming pending the completion of the associated Comprehensive Plan Amendments. Estimated cost $25,000.00.

**Strategic Impact:**
The WBID implementation plan advances all five City adopted strategic goals: Economic Development, Infrastructure, Fiscal, Growth Management and Public Safety.

**Recommendation** City Council approve Resolution No. 2019-106.

**Attachment(s):**

Prepared by: Misty Sommer, Deputy City Clerk
Reviewed by: Tim Wilson, Vince Sandersfeld, Planning and Development Director, Josef Grusauskas, Utilities & Plant Operations Director, Sherry Sutphen, City Attorney, Gwen Johns, City Clerk, Misty Sommer, Deputy City Clerk, Robin R. Hayes, City Manager

Approved - 10/3/2019
Approved - 10/3/2019
Approved - 10/4/2019
Approved - 10/8/2019
Approved - 10/9/2019
Approved - 10/9/2019
Final Approval - 10/9/2019
RESOLUTION NO. 2019-106

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE WOLF BRANCH INNOVATION DISTRICT IMPLEMENTATION PLAN; PROVIDING FOR ADOPTION OF THE PLAN; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 16, 2017, through City of Mount Dora Resolution 2017-66, the City entered into an Agreement with Levey Consulting, LLC, for Economic Development services related to the Wolf Branch Innovation District; and

WHEREAS, on September 6, 2018, the City Manager executed Work Order 1b with Levey Consulting, LLC, for the development of a comprehensive implementation plan for the Wolf Branch Innovation District; and

WHEREAS, Levey Consulting, LLC has finalized the comprehensive implementation plan after receiving input from property owners, stakeholders in the study area the City of Mount Dora and Lake County; and

WHEREAS, the City of Mount Dora has determined that it is in the best interest of its citizens to adopt the plan developed by Levey Consultants, LLC, to serve as its master plan for the Wolf Branch Innovation District.

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

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

SECTION 2. Adoption of the Plan. The City hereby adopts the Wolf Branch Innovation District Implementation Plan dated September 20, 2019 attached hereto as Exhibit “A”.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as may be deemed 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 Clause.** All prior actions of the City pertaining to the Wolf Branch Innovation District Implementation Plan, 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 the 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 15th day of October, 2019.

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.

Sherry G. Sutphen  
City Attorney

Resolution No. 2019-106  
2 of 3
Exhibit “A”
Wolf Branch Innovation District
Implementation Plan

Resolution No. 2019-106
3 of 3
Executive Summary

The Wolf Branch Innovation District (WBID) represents a unique opportunity for the City of Mount Dora and Lake County to collaborate on establishing a mixed-use employment center of regional importance in central Florida. The long-awaited opening of the Wekiva Parkway segment of the perimeter expressway system encircling metro Orlando is here.

In order to be prepared for the inevitable private investment response to the mobility improvements in northeast Lake County, the two governments commissioned this implementation plan to ensure that the necessary regulatory structure was in place to guide the creation of a high quality physical, economic and social place.

This implementation plan includes the following:

1. A recommended Master Plan which has the following elements:
   - The ‘right-sizing’ of the supply of properly designated land for employment center uses based on market expectations;
   - A detailed land use program for the WBID based on the recommendations in this plan;
   - A ‘Gateway District’ to allow for commercial and other land uses necessary to support the day-to-day needs of the surrounding community;
   - Creation of unique multi-purpose trail features connecting the WBID to the surrounding community and ultimately into the planned regional trail system in Lake County;
   - Reinforcement of the importance of the ‘quality of place’ by establishing design guidelines recommended for adoption by the City and the County; and
   - Recommended modifications of the existing Comprehensive Plan of the City and the County, including Future Land Use map designations, as well as changes to policies and standards.

2. A recommended set of Design Guidelines which:
   - Establishes overall design principles and intent;
   - Creates standard roadway cross sections that promote consistency and quality of the public realm within the WBID;
   - Promotes higher quality urban form via street and block standards, building placement, massing and site orientation; and
   - Promotes improved building and site design via building character, site elements, and landscape design standards.

3. A Capital Improvement Plan which summarizes the required public and private investment in infrastructure and physical enhancements necessary to achieve the desired economic success of the WBID, as well as a discussion of potential financing tools available for implementation.

4. An Administration Plan that defines necessary changes to land use regulations and outlines ongoing City/County collaboration activities necessary to implement the plan.
Acknowledgements

City of Mount Dora
City Council
- Nick Girone, Mayor
- Cal Rolfson, Vice Mayor
- Laurie Tillett
- John Tucker
- Marc Crail
- Crissy Stile
- Harmon Massey

Lake County
County Commission
- Leslie Campione, Chair
- Wendy Breeden, Vice-Chair
- Timothy I. Sullivan
- Sean Parks
- Josh Blake

Staff
- Jeff Cole
- Brandon Marulka
- Tracy Garcia
- Tim McClendon
- Michelle Janiszewski

Consultants
- Levey Consulting
  - Richard Levey, Ph.D., AICP
- GAI Consultants, Inc.
  - Blake Drury, AICP
  - Patrick Panza, AICP
  - Wes Shaffer, AICP
  - Molly Stahl

Lake County
City of Mount Dora
City Council
Consultants

Contents

01 Master Plan
Wolf Branch Innovation District .................................................. 1
Quality of Place ........................................................................ 2
Land Supply for Regional Development .................................. 2
Land Use / Program ................................................................. 4
Mobility .................................................................................... 7
Future Land Use Amendments ................................................ 8
Policies and Standards .............................................................. 10

02 Design Guidelines and Standards
Introduction and Overview .......................................................... 15
Design Principles and Precedents ........................................... 16
Streets and Blocks .................................................................. 20
Building Placement, Massing, and Site Orientation ............... 21
Building Character ................................................................. 25
Site Elements and Landscape .................................................. 28

03 Capital Improvement Plan
Capital Improvement Plan .......................................................... 32
Finance .................................................................................... 34

04 Administration Plan
Land Use Regulation Changes .................................................. 38
Ongoing Collaboration ............................................................. 39
Master Plan
Wolf Branch Innovation District Plan

Wolf Branch Innovation District

The Wolf Branch Innovation District (WBID) in unincorporated Lake County represents a bold initiative by the City of Mount Dora and Lake County to diversify the economic base of the region. It represents an opportunity to establish new employment in targeted industries such as clinical healthcare and life sciences, research and development, advanced manufacturing, and higher education.

The location of the WBID must be viewed in light of its regional context. While the City of Mount Dora has enjoyed the benefit of a setting between Lake Dora and US 441, the more local nature of its roadway infrastructure has limited its potential for major employment. This area of Lake County will be further connected to the regional economy due to improved access and reduced travel times created by the new SR 453 connection between the Wekiva Parkway and State Road 46. Economic geographers view distance not in terms of the measured length between locations, but in terms of time. The opening of SR 453 to SR 429 reduces the ‘friction of time’ between WBID and metro Orlando’s major centers – Downtown Orlando (30 minutes), Orlando International Airport (38 minutes), and the University of Central Florida (42 minutes) – all interrelated to the WBID as a regional employment center.

Intent

The WBID can be a contending location for users who are part of the global innovation economy. However, there are key factors of the innovation economy that must be understood in attempting to position the WBID in the competition for employers:

• Scientists and engineers are the drivers of the innovation economy
• Scientists and engineers tend to co-locate in areas with relatively large populations of scientists and engineers and around highly rated universities
• Access to common pools of labor or talent rather than access to suppliers and customers is what drives the tendency of firms, including high-technology firms to cluster together in regional complexes
• High Technology and R & D firms are disproportionally attracted by amenities and quality-of-place

Most of these factors are beyond the influence of state or local government and they are difficult to begin from scratch. The community must examine its existing intellectual capital and determine how to build into these global innovation factors through collaboration and starting small.

Factors of Success

Starting from scratch and trying to build an economic engine at the WBID is a long-term endeavor. Efforts by the City and County to recruit smaller companies in technology related industries might be the best foundation that can be laid for success. Most economic development success stories come from homegrown businesses. Pursuing a dual strategy of recruiting small technology companies to the area while taking the long view toward the WBID is the most prudent approach to enhancing Mount Dora’s role as a creative city. The following are further justifications for starting with small steps:

• Building a reputation for technology/innovation in the market place takes time
• The City of Mount Dora has unprecedented attributes in the existing city to build a new expanded reputation of a creative community
• Small steps are manageable and affordable, and not disruptive to the character of the City
• Starting small supplements the thinking about larger WBID pursuits

There are many theories of economic development and what factors drive high value-high wage job creation in any given region. Firms make location decisions based on numerous data points that are different for each industry sector. While it is believed that the creation of the SR 453 interchange with SR 46 creates the opportunity for economic expansion, there is no guarantee of the type, quality and timing of any job creation.
Quality of Place

Previous research has found a clear association between places with higher endowments of human capital and higher than average amenities. In other words, workforce talent in high value-high wage industry sectors is drawn to places with a high concentration of amenities and high quality of life, sometimes referred to as “quality of place.” Access to human capital will be one of the keys to the attraction of firms to the WBID.

Quality of place can be thought of as “the bundle of goods and services that come under the rubric of amenities”¹. These amenities are genuine foundational characteristics of a community such as its cultural and educational institutions, parks, neighborhoods, and festivals – elements that establish and reinforce a City’s reputation. This reputation is an attraction for human capital and therefore is also important in the relocation or location decision of firms that require an educated and skilled workforce. Several studies suggest that firms that utilize high levels of human capital are likely to prefer locations with higher levels of amenities. Recent research has shown that quality of place is now the key economic and social organizing unit in the modern-day knowledge economy².

Mount Dora’s quality of place is unique in central Florida and it is critically important for the development of the WBID. Firms that choose to locate in the WBID will likely weigh the quality of place as an attractor for their workforce as a high factor in the decision. The purpose here is not to weigh one factor higher than another such as improved regional access, but to note that quality of place is a clear ‘diferentiator’ of the WBID from other established and emerging regional centers on the beltway around metro Orlando. As stated earlier, the WBID will be competing with other similarly situated centers in the region.

¹ Arora, A., Florida, R., Gates, G. and Kamlet, M., Human Capital, Quality of Place, and Location; 2000

Land Supply for Regional Development

Ensuring that there is sufficient land area designated for employment center uses in the right location and configuration is critical to the success of the WBID. Market studies conducted for the project determined the required land supply needed to meet the projected demand. Figures 2 and 3 represent the recommendation to reconfigure Future Land Use designations to facilitate the greatest success of the WBID.

Figure 1: Current Employment Center FLU Designation

Current Employment Center FLU designation covers 1,328 acres net of wetlands, floodplains, and rights of way.

Figure 2: Proposed Employment Center FLU Designation

Proposed Employment Center FLU designation covers 850 acres net of wetlands, floodplains, and rights of way.
The alignment of Norton with the intersection of Buttercup south of SR 46 is an important network improvement. The City/County should consider a land use other than single family at the northeast corner of the intersection to induce the landowner to align and construct the intersection and the first segment of Norton north SR 46.
Land Use / Program

Future Land Uses and the WBID Development Program

There is an inherent symbiotic relationship between an emerging employment center and its immediate surrounding community. Throughout the planning process, it became clear that the area to be analyzed had to be larger than just the WBID to ensure the highest possible resulting quality of place. Therefore, the Concept Plan area is approximately six square miles in size.

While the Concept Plan includes recommended Future Land Use designations for the entire six square mile study area, this plan recommends specific development standards and guidelines for only the 850-acre WBID. As a result of the recommendations further in this document, the overall build out scenario is projected to have the mix of land uses displayed in Figure 4 and Table 1.

Table 1: Projected Employment Center Program at Build Out

<table>
<thead>
<tr>
<th>Phase</th>
<th>Development Area (Subareas)</th>
<th>Developable Acres</th>
<th>Mix</th>
<th>Acres</th>
<th>Desired Average Density (du/ac)</th>
<th>Build-out (units)</th>
<th>Mix</th>
<th>Acres</th>
<th>Desired Intensity (FAR)</th>
<th>Build-out (kSF)</th>
<th>Mix</th>
<th>Acres</th>
<th>Desired Intensity (FAR)</th>
<th>Build-out (kSF)</th>
<th>Mix</th>
<th>Acres</th>
<th>Desired Intensity (FAR)</th>
<th>Build-out (kSF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Employment Center West 1</td>
<td>174.74</td>
<td>25%</td>
<td>43.69</td>
<td>18</td>
<td>786</td>
<td>57%</td>
<td>99.60</td>
<td>0.25</td>
<td>1,085</td>
<td>15%</td>
<td>26.21</td>
<td>0.25</td>
<td>285</td>
<td>3%</td>
<td>5.24</td>
<td>0.25</td>
<td>57</td>
</tr>
<tr>
<td></td>
<td>Employment Center East 1</td>
<td>252.20</td>
<td>25%</td>
<td>63.05</td>
<td>18</td>
<td>1,135</td>
<td>57%</td>
<td>143.75</td>
<td>0.25</td>
<td>1,565</td>
<td>15%</td>
<td>37.83</td>
<td>0.25</td>
<td>412</td>
<td>3%</td>
<td>7.57</td>
<td>0.25</td>
<td>82</td>
</tr>
<tr>
<td></td>
<td>Employment Center Gateway</td>
<td>62.80</td>
<td>25%</td>
<td>15.70</td>
<td>8</td>
<td>126</td>
<td>25%</td>
<td>15.70</td>
<td>0.35</td>
<td>239</td>
<td>0%</td>
<td>-</td>
<td>0.25</td>
<td>-</td>
<td>50%</td>
<td>31.41</td>
<td>0.25</td>
<td>342</td>
</tr>
<tr>
<td>2</td>
<td>Employment Center East 2A</td>
<td>187.81</td>
<td>10%</td>
<td>18.78</td>
<td>18</td>
<td>338</td>
<td>15%</td>
<td>28.17</td>
<td>0.25</td>
<td>307</td>
<td>55%</td>
<td>103.30</td>
<td>0.25</td>
<td>1,125</td>
<td>0%</td>
<td>-</td>
<td>0.25</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Employment Center East 2B</td>
<td>218.83</td>
<td>10%</td>
<td>21.88</td>
<td>8</td>
<td>175</td>
<td>23%</td>
<td>50.33</td>
<td>0.20</td>
<td>438</td>
<td>38%</td>
<td>83.16</td>
<td>0.15</td>
<td>543</td>
<td>4%</td>
<td>8.75</td>
<td>0.10</td>
<td>38</td>
</tr>
</tbody>
</table>

Footnote: 1 Employment includes, but is not limited to, Research, Education, Clinical Health Care, and Professional Services.

Gateway Employment Center

The Gateway Employment Center is intended to be the ‘core’ of the WBID where the highest concentration of retail and services are located to conveniently serve the needs of the tenants of the WBID and residents of surrounding neighborhoods. Each quadrant of the Gateway District will be subject to the requisite mix of uses shown in Table 4 on Page 11.
LAND USES (PROPOSED)
- Rural
- Single-Family up to 4.0 DU/Ac
- Multi-Family
- Commercial
- Employment
- Park/Open Space
- Conservation
- Employment Center Sub-Areas

Figure 5: Development Sub-Areas

East 1
East 2A
East 2B
West 1
Gateway

Wolf Branch Road
Round Lake Road
US HWY 441
SR 46
Figure 6: Mobility Plan

NOTE: Trails shown on this plan are conceptual and subject to final development plan approval and/or PD+E analysis.
Mobility

The success of the WBID is subject to a number of factors, including the ability of residents, employees, and visitors to have ease of movement to and through the study area. As a result, overall mobility was a high priority during the planning process. The Concept Plan contains a recommended secondary roadway network designed to provide a robust level of movement for vehicular traffic.

In addition to roadways, the Concept Plan includes an area-wide multi-use trail system to provide a unique amenity system and alternative means of moving people throughout the study area and to and from the WBID. See Figure 6 for street and trail locations.

Summerlake-Grace Groves PUD

An existing approved Planned Unit Development (Summerlake-Grace Groves PUD) exists in the southeast quadrant of the proposed WBID. (See Figure 3). Due to the size and scale of the approved development program, a phased approach to the development is required to avoid using SR 46 as the only access point for the project. A planned secondary access is anticipated via an extension of the internal spine road east to CR 437. A condition shall be included on any annexation and/or approval of the project requiring a maximum Average Daily Trip (ADT) threshold or other traffic condition which would require a roadway extension to CR 437. The determination of any trip threshold should be established after a traffic study is provided to show how much of the project’s traffic can be accommodated with a single access point to SR 46.

NOTE: The above cross-sections are intended to be part of internal WBID mobility network and not part of County road system.
Future Land Use Amendments

In order to implement the findings and conclusions in this Plan, a number of parcels will require a change to the Future Land Use designation within the Lake County Comprehensive Plan. Table 2 identifies those parcels. The parcels are also shown on Figure 9. The City of Mount Dora would also incorporate the recommended changes in Future Land Use designation in any future annexations of the designated parcels.

The recommended changes achieve the following objectives:

1. The “right-sizing” of the supply of land for regional office/employment center uses to align with the market study conducted for the area;
2. Removing higher intensity land uses in areas where the needed infrastructure will never be in place to support regional office/employment center uses; and
3. Providing new, lower density/intensity land uses where surrounding residential characteristics require more compatible planned uses.

Table 2: Parcels Recommended for FLU Change

<table>
<thead>
<tr>
<th>MAP ID</th>
<th>AltKey</th>
<th>Owner Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1048397</td>
<td>O J BREAK LLLP ET AL</td>
</tr>
<tr>
<td>2</td>
<td>1048419</td>
<td>O J BREAK LLLP &amp; CAROL A SIMPSON</td>
</tr>
<tr>
<td>3</td>
<td>1048443</td>
<td>HUBBARD CONSTRUCTION COMPANY</td>
</tr>
<tr>
<td>4</td>
<td>1048677</td>
<td>HUBBARD CONSTRUCTION COMPANY</td>
</tr>
<tr>
<td>5</td>
<td>1124786</td>
<td>O J BREAK LLLP &amp; CAROL A SIMPSON</td>
</tr>
<tr>
<td>6</td>
<td>1098491</td>
<td>CSD GROVES C/O CHARLES BROWN</td>
</tr>
<tr>
<td>7</td>
<td>1124697</td>
<td>HUBBARD CONSTRUCTION COMPANY</td>
</tr>
<tr>
<td>8</td>
<td>1685168</td>
<td>SHEPP JUDITH R</td>
</tr>
<tr>
<td>9</td>
<td>1709245</td>
<td>DROZ DORA O LIFE ESTATE</td>
</tr>
<tr>
<td>10</td>
<td>1735815</td>
<td>MARIN GEORGE W JR &amp; REBECCA J</td>
</tr>
<tr>
<td>11</td>
<td>2505192</td>
<td>BERNFELD HARVEY</td>
</tr>
<tr>
<td>12</td>
<td>2505362</td>
<td>PALACIOS FREDDY O</td>
</tr>
<tr>
<td>13</td>
<td>2505371</td>
<td>WESLEY FRANCES</td>
</tr>
<tr>
<td>14</td>
<td>2505389</td>
<td>TEMPLE DONALD A &amp; MARY A</td>
</tr>
<tr>
<td>15</td>
<td>2505397</td>
<td>LANGFORD BLAINE</td>
</tr>
<tr>
<td>16</td>
<td>2513648</td>
<td>WINDSOR MAXWELL L</td>
</tr>
<tr>
<td>17</td>
<td>1085101</td>
<td>O J BREAK LLLP ET AL</td>
</tr>
<tr>
<td>18</td>
<td>2601175</td>
<td>PANDOLPH GEORGE J</td>
</tr>
<tr>
<td>19</td>
<td>1124727</td>
<td>LINDSEY PAVING CO INC</td>
</tr>
<tr>
<td>20</td>
<td>1124743</td>
<td>HUBBARD CONSTRUCTION COMPANY</td>
</tr>
<tr>
<td>21</td>
<td>1124759</td>
<td>LANGFORD BLAINE</td>
</tr>
<tr>
<td>22</td>
<td>2601769</td>
<td>PANDOLPH GEORGE J</td>
</tr>
<tr>
<td>23</td>
<td>1124786</td>
<td>LINDSEY PAVING CO INC</td>
</tr>
<tr>
<td>24</td>
<td>1124808</td>
<td>HUBBARD CONSTRUCTION COMPANY</td>
</tr>
</tbody>
</table>

City Council Regular Agenda Packet - October 15, 2019
Figure 9: Recommended Plan with FLU Changes

- Wolf Branch Road
- Round Lake Road

LAND USES (PROPOSED)
- Rural
- Single-Family up to 4.0 DU/Ac
- Multi-Family
- Commercial
- Employment
- Park/Open Space
- Conservation
- Employment Center
Policies & Standards

The implementation of the WBID Master Plan requires an updated regulatory framework to be adopted by the City of Mount Dora and Lake County. While the effort to develop the Plan has been collaborative, both jurisdictions have slightly different nomenclature and approaches in their Future Land Use elements of the respective Comprehensive Plans.

Policy I-1.3.6 in the Future Land Use element (FLU) of the Lake County Comprehensive Plan establishes the Regional Office Future Land Use category. This is the current FLU designation for the land in the unincorporated area that is proposed to be the new boundary of the WBID as well as multiple areas throughout Lake County. The City of Mount Dora Comprehensive Plan contains an Employment Center FLU category which would be the designation placed on lands in the proposed WBID following annexation. This category is described in Policy 4.g(12) of the Comprehensive Plan.

There is great similarity in approach between Lake County’s Regional Office FLU category and the City of Mount Dora’s Employment Center FLU category. However, there are some differences that are highlighted in the table below.

Throughout the planning process, there was considerable discussion regarding what changes to the respective Future Land Use categories would foster a more supportive regulatory regime for the acceleration of employment growth in the WBID. A number of significant principles emerged:

1. Align the City and County FLU categories to allow all probable employment sectors as allowable uses (i.e. Hospitals);
2. Reduce the FAR to a more realistic scale and massing for this regional location. Include incentive criteria to allow for increases in FAR;
3. Encourage residential uses to create more of a mixed-use environment, allowing for employees to live closer to work;
4. Use a performance approach to height limit, ensuring compatibility with land uses adjoining the perimeter of the proposed WBID;
5. Utilize the Lake County Wellness Way Jobs/Housing standard as a more practical approach to ensuring land supply for employment uses; and
6. Provide separate land use standards for the recommended Gateway District.

Table 4 summarizes the recommended changes.

Table 3: Comparison of Existing City and County Future Land Use Categories

<table>
<thead>
<tr>
<th>County Existing Regional Office FLU</th>
<th>City Existing Employment Center FLU</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Floor Area Ratio Maximum</strong></td>
<td>3.0</td>
</tr>
<tr>
<td><strong>Residential Use</strong></td>
<td>Allowed in mixed-use commercial buildings or as stand-alone multi-family units as part of a mixed-use development; Single Family prohibited; only permitted to be constructed after or simultaneously with commercial uses</td>
</tr>
<tr>
<td><strong>Jobs/Housing Ratio</strong></td>
<td>10,000 SF/1 Dwelling Unit</td>
</tr>
<tr>
<td><strong>Commercial Use</strong></td>
<td>No more than 20% of floor area (hotels excluded)</td>
</tr>
<tr>
<td><strong>Permitted Uses</strong></td>
<td>Office; limited retail; light industrial (within a building); health services (except hospital); civic; religious organizations; colleges, universities and professional schools; hotels; utilities; limited multi-family</td>
</tr>
<tr>
<td><strong>Conditional Uses</strong></td>
<td>Light industrial (outside enclosed building); hospitals; heliports; borrow pits</td>
</tr>
<tr>
<td><strong>Prohibited Uses</strong></td>
<td>Single Family</td>
</tr>
</tbody>
</table>
## Table 4: Summary of Recommended Changes

<table>
<thead>
<tr>
<th>Zone</th>
<th>Existing FLU</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employment Center FAR</td>
<td>Up to 3.0</td>
<td>1.0 by Right; Up to 2.0 via incentives</td>
</tr>
<tr>
<td>Residential Use</td>
<td>Only Multi-Family permitted. Single Family prohibited</td>
<td>Keep existing prohibition of single family; 8 DU/ac minimum density; Maximum 25% of EC land area can be in residential use; Vertically mixed-use buildings exempt from 25% standard up to 50% of land area in EC zone</td>
</tr>
<tr>
<td>Commercial use</td>
<td>No more than 20% of floor area allocated to commercial uses (Hotels excluded - City FLU)</td>
<td>No change</td>
</tr>
<tr>
<td>Height Limit</td>
<td>Determined by FAR</td>
<td>100’ Maximum; 25’ setback when EC use is 35’ in height or less; 1’ additional for each 3’ of additional building height</td>
</tr>
<tr>
<td>Jobs/Housing</td>
<td>Residential can only be constructed with or after the provision of employment use at a rate of 1 DU/10,000 SF of GLA</td>
<td>2 jobs/DU (450 SF of Employment Use per job); Land sufficient to meet proper housing/jobs balance must be set aside for employment only uses only</td>
</tr>
<tr>
<td>Conditional Uses</td>
<td>Varies between City and County</td>
<td>Make Hospitals, Colleges/Universities and private schools permitted uses; Make Manufacturing, R &amp; D facilities permitted uses (warehousing &amp; distribution would be allowed as accessory uses)</td>
</tr>
<tr>
<td>Mix of Uses</td>
<td>No more than 20% of floor area allocated to commercial uses (Hotels excluded - City FLU)</td>
<td>No change</td>
</tr>
<tr>
<td>Open Space</td>
<td>Minimum of fifteen percent (15%) of the net buildable area as open space</td>
<td>No change</td>
</tr>
<tr>
<td>ISR</td>
<td>Max 0.75</td>
<td>No change</td>
</tr>
<tr>
<td>FAR</td>
<td>NA</td>
<td>0.35 Min/1.0 Max</td>
</tr>
<tr>
<td>Minimum Size of Development Site</td>
<td>NA</td>
<td>3 acres</td>
</tr>
<tr>
<td>Commercial Use</td>
<td>NA</td>
<td>Permitted as part of mixed-use site. Can be up to 75% of land area</td>
</tr>
<tr>
<td>Residential Use</td>
<td>NA</td>
<td>Permitted as part of mixed-use site. Can be up to 60% of land area; Minimum 8 DU/Ac</td>
</tr>
<tr>
<td>Urban Design</td>
<td>NA</td>
<td>High level of walkability and urban character; building placements and architectural design indicative of exemplary character and feel of a true gateway district. Vertical mixing of uses is encouraged.</td>
</tr>
<tr>
<td>Outside EC District Density</td>
<td>NA</td>
<td>Maximum 4.0 DU/Ac</td>
</tr>
<tr>
<td>Trail Dedication Requirement</td>
<td>NA</td>
<td>City has requirement for Trail dedication and construction in Section. 6.15 of Land Development Code</td>
</tr>
</tbody>
</table>
Design Standards and Guidelines
**Introduction and Overview**

**Purpose and Intent**

Placemaking is the process of designing places that people find desirable to live and work, resulting in a high-quality built environment. Successful placemaking establishes locations that attract residents, businesses, and institutions that are all uniquely connected by a common identity. The disciplines of architecture, urban design, and landscape architecture are used to create high quality places.

These Design Guidelines are intended to implement the character of place that has been identified in the Wolf Branch Innovation District Strategy Report. The approach taken in these guidelines will direct the form and character of development to achieve the overall objectives of the Master Plan, by using the most relevant principles of architecture, urban design, and landscape architecture.

**Applicability**

The City of Mount Dora and Lake County may have different approaches to implementation by way of their unique regulatory framework. While their nomenclature may differ, it is highly encouraged that the core principles of these guidelines be adopted in total by each local government. For instance, the City of Mount Dora may choose to utilize the guidelines as a supplement to their Commercial Architectural and Site Design requirements contained in Section 6.134 of the Land Development Code. In contrast, Lake County may elect to adopt the Master Plan and Design Guidelines as an overlay district in their Land Development Code.

**Urban Form**

The Master Plan envisions this area as a mixed-use area with uses ranging from manufacturing to retail to multi-family housing to support the growth of Mount Dora. Its urban form is intended to reflect a workplace environment with larger buildings that still honors the character of the community and its small town urbanism linked by pedestrian-oriented design.
Design Principles and Precedents

**Design Principles**

This section includes design guidelines related to the placement, orientation, and design of buildings on sites. A building's form and scale is a key factor in the development of an aesthetically pleasing workplace environment. The design principles listed below reflect a commitment to create a sense of place where diverse uses can exist in a district that is linked by high quality, pedestrian-oriented streetscapes that are able to adapt to changing conditions over time. These principles are intended to ensure high quality development that facilitates a wide range of uses from light manufacturing to offices.

1. All site improvements and buildings shall be designed to enhance the Innovation District's overall sense of place.
2. Building facades that are visible from the public realm shall be designed to contribute to an attractive overall streetscape.
3. New buildings shall utilize appropriate, durable exterior building materials to create a coherent urban form and promote sustainability and the reuse of buildings over time.
4. Parking and vehicular uses, particularly loading docks, shall be designed and located to reduce their visual impact on the streetscape and their functional impact on the pedestrian.
5. All sites shall be landscaped with the intent of softening the appearance of large building masses and easing transitions between adjacent sites.
6. Streets shall be designed to accommodate both heavier vehicles and pedestrians in a safe manner.
7. Buildings shall feature clean, simple massing that accentuates the office uses and minimizes the visual impact of larger industrial and warehousing elements of the building.

**Design Precedents: Employment Center Land Uses**

- **Surface Parked Office**
  - 160,500 SF
  - 8.45 Acres (net of stormwater)
  - FAR 0.44 @ 5 stories

- **Hotel**
  - 87,500 SF
  - 2.50 Acres (net of stormwater)
  - FAR 0.80 @ 5 stories
Design Precedents: Employment Center Land Uses (continued)

**Hospital**
- 853,700 SF
- 23.5 Acres (net of stormwater)
- FAR 0.83 @ 6 stories

**Research**
- 267,000 SF
- 17.25 Acres (net of stormwater)
- FAR 0.35 @ 4 stories

**Flex Industrial & Office**
- Varies
- FAR 0.25 to 0.40 @ 1 story
Design Precedents: Commercial/Mixed Use Land Uses

- 230,000 SF
- 15.0 Acres (net of stormwater)
- FAR 0.35 @ 1 and 2 stories

- 337,000 SF
- 21.3 Acres (net of stormwater)
- FAR 0.36 @ 1 and 2 stories
Design Precedents: Townhouse and Multi-Family Land Uses (min 8 DU/Acre)
Streets and Blocks

Purpose and Intent
Multi-modal mobility is an important design element of the Innovation District. In addition to moving vehicles throughout the area, the mobility network design is intended to accommodate cyclists and pedestrians in a safe and attractive environment.

New Streets and Blocks
Within the Innovation District, new development shall provide a network of new framework streets and blocks consistent with the Regulating Plan. New streets shall be designed consistent with the street cross sections on this page. The maximum perimeter of an individual interior block shall be 2500’. Development on blocks larger than the maximum shall be required to provide a system of alleys and driveways consistent with the intent of the example shown on these standards.

A-Street Cross Section

B-Street Cross Section

NOTE: The above cross-sections are intended to be part of internal WBID mobility network and not part of County road system.
Building Placement, Massing, and Site Orientation

In general, buildings shall be located and oriented toward the street to create a character of place that is defined by buildings and landscape rather than parking areas. In order to create a consistent building wall along the street, design standards for the area require a significant percentage of each lot to maintain a building frontage within a Build-to-Zone behind the sidewalk edge along all streets. The width of this Build-to-Zone varies to allow variation in building setbacks to avoid monotony along a street.

**Build-To Zone**

Building facades shall be placed in the Build-To Zone of the applicable street frontage and shall occupy at least the specified percentage of the linear frontage of the site:
- SR 46: 60%
- A-Streets: 60%
- B-Streets: 40%

Parking and service areas shall not be located between the principal building and the street, with the exception of the SR 46 frontage. Along SR 46, a single bay of parking is permissible within the Build-to-Zone so long as the frontage requirements of this section are met. Buildings on corner parcels shall be located up to and address the corner. They are encouraged to wrap the corner where possible.

**Landscape Zone**

The Landscape Zone accommodates site access (dropoffs and visitor parking) and pedestrian access from parking to buildings. Parking is permitted within this zone.

**Parking and Service Zone**

Building service elements (e.g., loading docks, dumpsters, etc…) shall be located at the rear of the building and screened from view of all adjacent streets. New development is encouraged to develop a system of service alleys to provide access to these areas.

**Access**

Site access shall be oriented toward B-Streets and minimized on A-Streets to the extent possible. Sites fronting on A-Streets and SR 46 shall be allowed a single driveway curb-cut. Multiple curb-cuts are permitted on B-Streets.
Building Location and Site Orientation in the Gateway District

In general, urban architecture should be built up to all property lines that front SR 46. The intent of the area is to promote a substantially continuous edge along the corridor to encourage density, connection to adjacent properties, and street activity.

Guidelines:

1. In order to create a consistent building wall along the street, design standards for the area require a significant percentage of each lot to maintain a building frontage within a Build-to-Zone of 0 feet to 80 feet behind the sidewalk edge along SR 46.

2. To create a pedestrian scale in the space, along SR 46 a minimum building height of 25’ is required within this Build-to-Zone. Courtyards or other interruptions in the building wall along street frontages may be permitted at the discretion of the City if they do not substantially diminish the effect of the building wall or the pedestrian character of the street.

3. Service areas shall not be located between the principal building and the street. A single row of parking may be located to the front of the principal building so long as the frontage requirements of this section are met.

4. Building service elements (e.g., loading docks, dumpsters, etc….) shall be located at the rear of the building and screened from view of all adjacent streets. New development is encouraged to develop a system of service alleys to provide access to these areas.

5. Buildings on corner parcels shall be located up to and address the corner. They are encouraged to wrap the corner where possible.

Example: Buildings are located near the main road with a single row of parking. Bulk of parking is located at center of block where its impact on surrounding pedestrian areas is minimized.
Building Location and Site Orientation for Residential Buildings

Site planning for residential buildings (townhomes and apartments) in the Innovation District should respect the environment, connect the project to surrounding development, and ensure effective access and promote walkability. The intent of the area is to promote a substantially continuous edge along new blocks to encourage density, connection to adjacent properties, and street activity.

Guidelines:

1. Units shall be located to spatially define streets and open spaces to the greatest extent possible.
2. Project design shall treat major intersections and corners as project entryways.
3. Parking and service areas shall not be located between the principal building and the street. Parking may be located to the side of the principal building so long as the frontage requirements of this section are met. If parking is located next to the building, adjacent to the street, a kneewall of 30-36” in height is required to visually hold the edge of the sidewalk.
4. Service areas shall not be located between the principal building and the street.
5. Building service elements (e.g., loading docks, dumpsters, etc…) shall be located at the rear of the building and screened from view of all adjacent streets. New development is encouraged to develop a system of service alleys to provide access to these areas.
6. Buildings on corner parcels shall be located up to and address the corner. They are encouraged to wrap the corner where possible.

Example: Buildings are located at edge of sidewalk to spatially define the public realm. Parking is located at center of block where its impact on surrounding pedestrian areas is minimized.
Building Placement and Site Orientation for Industrial and Manufacturing Buildings

Considerations: Within the Innovation District, industrial and manufacturing buildings should be sited, regardless of their use, in a manner that emphasizes building and landscape more than parking and service/loading areas. While there is not a requirement that buildings be placed at the edge of the sidewalk, the intent of these guidelines is to encourage a varied streetscape that allows buildings with a mix of employment uses in close proximity to each other.

Guidelines:

1. Buildings are encouraged to have a variety of front setbacks in order to avoid the creation of a constant wall of buildings. This is particularly important where proposed buildings have similar heights and massing.

2. Large scale parking and service areas shall not be located between the principal building and the street. No more than a single bay of parking may be located between the principal building and the street at the front of the parcel. Where parking is provided between the building and street, at least 25% of the building frontage must be kept free of parking stalls.

3. Parking may be located to the side of the principal building. In this condition, special screening guidelines apply.

4. Building service elements (e.g., loading docks, dumpsters, etc...) shall be screened from view of all A-Streets and SR 46 with landscape screening and/or berming. New development is encouraged to develop a system of service drives to provide access to these areas.
Building Character

Building Facades: Commercial and Mixed-Use Buildings

**Considerations:** Building facades of commercial and mixed-use buildings should be composed with elements that reinforce a pedestrian scale. These elements shall be utilized to create a rhythm and scale consistent with traditional architecture. Large unarticulated facades along the sidewalk are not conducive to a pedestrian experience. The street-front facades of new buildings shall be broken down into a number of smaller bays that relate to the context. Additional interest can be added through variations in solid and void composition, color, material, and height.

**Guidelines:**

1. All facades visible from a publicly accessible street or open space shall reflect appropriate structural elements and variation of the wall plane through the expression of:
   - Floors (banding, belt courses, etc.)
   - Vertical support (columns, pilasters, piers, quoins, etc.)
   - Foundation (watertables, rustication, etc.)
   - Variation in wall plane through the use of projecting and recessed elements
   - Changes in material or material pattern
2. Facades oriented to a publicly accessible street or open space shall include clear delineation between the first or second level and the upper levels with a cornice, canopy, balcony, arcade, or other architectural feature.
3. Each block of new construction shall contain unique building facades to encourage architectural variety within the Innovation District.

![Example of simple, but well-executed building massing expressing floors, columns, foundation, and wall plane variation](image)

![Example of proper building proportioning and clear delineation between ground floor and upper levels.](image)

![Example variation in building facades along street to add variety](image)

Building Facades: Industrial and Manufacturing Buildings

**Considerations:** Building facades of industrial and manufacturing buildings shall be composed with elements that reduce the mass of building walls, reinforce locations of entries, and create architectural interest. This can be done through variations in solid and void composition, color, material, and height.

**Guidelines:**

1. The front façade of every building shall reflect appropriate structural elements and variation of the wall plane through the expression of:
   - Floors (banding, belt courses, etc.)
   - Vertical support (columns, pilasters, piers, quoins, etc.)
   - Foundation (watertables, rustication, etc.)
   - Variation in wall plane through the use of projecting and recessed elements
   - Changes in material or material pattern
2. The sides of each building on a site, particularly buildings visible from multiple streets, shall be consistent in design and shall be compatible with other development in the immediate vicinity.
3. Industrial building frontages shall be broken up and/or screened with landscape at intervals of no more than 50 linear feet.

![Example of appropriate facade treatment in Innovation District](image)
Building Facades: Residential Buildings

**Considerations:** Building facades of residential buildings should create character and visual interest and be composed with elements that reinforce a pedestrian scale. These elements shall be utilized to create a rhythm and scale consistent with traditional architecture. The design concept shall utilize architectural elements commonly associated with the chosen style. Additional interest can be added through variations in solid and void composition, color, material, and height.

**Guidelines:**

1. All facades visible from a publicly accessible street or open space shall reflect appropriate structural elements and variation of the wall plane through the expression of:
   - Floors (banding, belt courses, etc.)
   - Vertical support (columns, pilasters, piers, quoins, etc.)
   - Foundation (watertables, rustication, etc.)
   - Variation in wall plane through the use of projecting and recessed elements
   - Changes in material or material pattern
2. Variations in wall planes, rooflines, and other massing elements shall be incorporated to create visual interest in buildings. Large expanses of flat and/or blank walls are prohibited.
3. Building entries shall be clearly defined and pedestrian-scaled entries must be a prominent feature of the front elevation.
Ground Floor Residential Character

Considerations: The integration of residential buildings within the Innovation District is important to the mixed use nature of the district. Rather than units segregated from other non-residential uses, careful design can integrate residential uses within mixed-use streetscapes.

Guidelines:
1. Where residential occurs on the ground floor of a building, a maximum 8 foot setback is allowed, but not required, to accommodate entrance stoops, planters, canopies or landscaped areas.
2. Ground floor residential uses shall provide a clear delineation between public and private space through the use of a patio, landscaped yard, or raised stoop.
3. Residential characteristics such as elevated stoops, entrance canopies, balconies, and other features are encouraged in all residential development.

Pedestrian Access

Considerations: Buildings shall feature true pedestrian entrances. When parking is located to the rear of a street-facing building, entrances shall be provided from both sides rather than solely from the parking lot.

Guidelines:
1. All buildings fronting SR 46 shall have a main entrance from the public sidewalk. In addition, any retail use along this street shall have an individual public entry from the street.
2. Primary entrances to corner buildings shall be located at the street corner.
3. Primary entrances shall be both architecturally and functionally designed to demonstrate their prominence.
4. Entrances along a public sidewalk shall incorporate arcades, roofs, porches, alcoves or awnings that protect pedestrians from the sun and rain.

Materials and Colors

Considerations: The materials used in building facades adjacent to public streets shall reflect a simplicity consistent with the City’s architectural past and serve to mitigate the effects of large expanses of building mass on the surrounding public realm.

Guidelines:
1. In general, facades shall utilize one clearly dominant material and no more than three exterior building materials (in addition to glass). Selection shall be based on the material’s durability and its ability to weather and age within the environment.
2. Street level design shall reflect a direct relationship to pedestrians. Materials used at street level shall reflect a higher level of finish and tactile interest to reinforce the pedestrian environment.
3. Inappropriate materials:
   - EIFS (Exterior Insulation & Finish System)
   - Applied Stone - any stone system without cavity wall construction
   - Vinyl or Aluminum Siding
   - Mirrored or Tinted Glass (on the ground floor)
   - Metal seam roof
4. Colors will be reviewed and approved by City staff. No primary, overly saturated or fluorescent colors will be permitted.
Site Elements and Landscape

Landscape, Buffers, Walls, and Fencing

Considerations: Within the Innovation District, there shall be a focus on creating an image of buildings and landscape rather than parking and service areas. Public area landscape, between the building and public streets, is intended to be informal and create a soft appearance over time. Screening landscape is intended to mask the appearance of more industrial elements of sites to allow for integrated uses within the district.

Guidelines:
1. Where the parking area is visible from a public street or highway, the area shall be screened from view by some combination of landscaping, earth berms and decorative walls. Landscape screens consisting of trees, shrubs, ground cover and earth berms are preferred.
2. All service yards and maintenance equipment must be enclosed and screened from of-site view. Screening may be accomplished with a combination of buildings, walls, landscaping, and landscaped earth berms.
3. Walls and accessory structures shall be consistent with the building materials, finish and colors used in the main building or buildings.
4. Masonry walls and buffer landscaping shall be provided along the side and rear property lines and streets adjacent to property planned or zoned for residential use.
5. Walls or fences of more than 100’ in length shall be broken up by landscaping, pilasters, offsets in the alignment of the wall or fence, and/or changes in materials and colors.

Service and Storage Yards and Loading Docks

Considerations: The mix of uses in the Innovation District necessitates a certain amount of service and loading areas. In order to maintain a positive image of building and landscape from the street, service and loading shall be oriented toward the interior of the block and screened with landscape.

Guidelines:
1. Loading docks shall be oriented toward the interior of a block to the extent possible. Where no feasible option exists to orient inward, docks shall be completely screened from view of adjacent public rights of way by an appropriate landscape buffer. In no case shall loading docks be located less than 150 feet from a residential use.
2. Loading areas are not to interfere with on-site pedestrian and vehicular circulation. Loading areas shall be separate from areas that are devoted to public parking and public entrances.
3. Loading operations shall not be conducted on or from a public street.
4. No outdoor storage is permitted within the Innovation District. Storage of equipment and vehicles shall be within a building or an enclosed storage yard.
5. Service and/or storage yards shall include, but not be limited to, loading areas, refuse and recycle bins, trash compactors, equipment and material storage, utility cabinets and transformers.
6. Service yards shall be easily accessible to tenants and service vehicles and shall be located to minimize conflicts with other activities on the site. Public circulation shall be separated from service yards.
7. Service yards may not be located next to properties planned or zoned for residential use.

Accommodating Parking: Parking Lot Design

Considerations: Parking shall be designed to be safe, shaded, and easily accessible, but should not dominate the development of a site.

Guidelines:
1. Surface parking within the Character Area is to be limited to the minimum required by governing code. Additional parking above code minimum is permitted provided that it is contained within the footprint of a building or in a parking structure.
2. Pedestrian walkways through parking areas are required and shall be carefully defined, particularly where pedestrian and vehicle conflicts are avoidable.
3. Building exposure shall be maximized and parking areas minimized along all street frontages, where parking areas should be located behind buildings and be screened from direct view from the street.
4. Where parking areas cannot be located behind buildings and are therefore adjacent to public streets, parking areas shall be screened using some combination of landscaping, colonnades, trellises, pergolas, knee walls, low masonry or concrete walls.
Parking and the Streetscape: Parking Lot Screening

Considerations: Site design guidelines serve to position buildings on the street. However, on larger blocks, parking may be located to the side of, but never in front of, the building. In these cases, when parking is visible from public or private streets, walls, architectural elements, and/or landscaping materials shall be used to screen views.

Guidelines:
1. Where parking lots are located adjacent to public streets, a street wall edge to the sidewalk shall be maintained by a kneewall of 30” to 36” in height in order to reduce visual impact of parking fields and headlights.
2. Wall materials shall be consistent with the composition of the adjacent building façade.

Example of appropriate parking lot screening along public streetscape.

Example of appropriate parking lot screening with kneewall and landscape along public sidewalk.
Capital Improvement Plan
Capital Improvement Plan

The following Capital Improvement Program (CIP) table highlights the first seven years of a capital program. The following assumptions were used in developing the proposed CIP:

1. The utility program is identical to the existing CIP for the City of Mount Dora for the WBID;
2. The estimated costs for the local roads are organized by WBID quadrant. Assumptions on timing are based on an estimated timing of development, but is entirely dependent upon the timing of private development;
3. Due to logistical and timing concerns, the regional trail is prioritized to be the northern route. Two options for this route exist as shown in Figure 6.

The east-west roadway between the Round Lake Charter School and the Real Life Christian Church of Mount Dora is the highest ranking capital improvement project to be undertaken by the public sector. It will ensure that the critical traffic relieving function of the east-west roadway corridor in the NW quadrant of the WBID is preserved, providing a through connection from Round Lake Road to Niles Road parallel to SR 46. Secondly, it could provide a much-needed alternative to the drop off and pick up sequence at the school, removing the stacked traffic on Round Lake Road. It is highly recommended that discussions begin immediately while Lake County is conducting their PD+E study of Round Lake Road to incorporate this new roadway.
<table>
<thead>
<tr>
<th>Table 5: Capital Improvement Program Table</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY19-20</td>
</tr>
<tr>
<td>-------------------------------------------</td>
</tr>
<tr>
<td><strong>Roads - Public</strong></td>
</tr>
<tr>
<td>Niles Rd - Southerly completion to SR 46</td>
</tr>
<tr>
<td>Church-School Road</td>
</tr>
<tr>
<td><strong>Roads - Private</strong></td>
</tr>
<tr>
<td>NE Quadrant</td>
</tr>
<tr>
<td>NW Quadrant</td>
</tr>
<tr>
<td>SW Quadrant</td>
</tr>
<tr>
<td>SE Quadrant - Phase 1</td>
</tr>
<tr>
<td>SE Quadrant - Phase 2</td>
</tr>
<tr>
<td><strong>Traffic Signals</strong></td>
</tr>
<tr>
<td>New/Upgraded Signals</td>
</tr>
<tr>
<td><strong>Utilities</strong></td>
</tr>
<tr>
<td>Round Lake Utilities Phase I</td>
</tr>
<tr>
<td>Round Lake Utilities Phase II</td>
</tr>
<tr>
<td>Wolf Branch Utilities Extension Phase I</td>
</tr>
<tr>
<td>Wolf Branch Utilities Extension Phase II</td>
</tr>
<tr>
<td><strong>Trails</strong></td>
</tr>
<tr>
<td>Local Trail - SE Quadrant</td>
</tr>
<tr>
<td>Local Trail - SE Quadrant *</td>
</tr>
<tr>
<td>Local Trail - Tremain to CR 437 (Former rail spur)</td>
</tr>
<tr>
<td>Regional Trail (Option A or B)</td>
</tr>
<tr>
<td><strong>Gateway Monumentation</strong></td>
</tr>
<tr>
<td>SR 46 and Round Lake Road Intersection</td>
</tr>
</tbody>
</table>

* - Not within WBID
** - Private sector cost likely lower than Lake County cost per mile
*** - portions of project not within WBID
**** - only one option to be selected (A or B)

City Council Regular Agenda Packet - October 15, 2019  Page 136 of 428
There are a wide variety of tools available for both the public and private sector to fund the required capital improvements necessary to implement the WBID Master Plan. Prior to identifying the various tools, a high-level policy discussion surrounding the question of “Who pays?” is in order.

Local governments vary widely on their view of their role in economic development. Some will advance their goals by providing a wide array of services to businesses to promote economic expansion, but refrain from making any direct investment, either capital or participation in incentive agreements to attract employers. Others take a more aggressive approach and view their role in economic development as a funding partner, often evaluating the level of investment based on a number of Return on Investment (ROI) metrics which differ greatly from the private sector. These ROI metrics can take many different forms, including increased revenues from ad-valorem taxes, serviced fees, and other direct and indirect returns.

The methods and tools discussed below can be utilized in a number of different ways once the policy approach of the investing local government is established. Some of the capital projects listed in Table 5 are clearly and solely the responsibility of the public sector, such as utility extensions. How or whether the City chooses to seek reimbursement of those costs over time via connection charges and monthly fees is part of this policy discussion. Other capital improvements such as internal roadways like Road A in each of the quadrants can be left to the private sector to deliver incrementally when site development occurs or can be constructed as a single system and financed by one or more of the methods discussed below.

One final policy issue is important to consider, and that is one of private property rights. Some view the role of the public sector as limited in compelling property owners to participate in any mandatory capital financing mechanism. Opposite views include the idea that with enhanced entitlements and the ability to develop land, there is a certain obligation to participate and pay a fair share, regardless of whether the timing of development is short or long term. These issues should be fully vetted when considering how and when to use the tools and mechanisms listed in this section.

The list of financing tools included in Table 6 is not exhaustive. It is a list of some of the most common tools used to finance infrastructure. In addition, the use of grants and loans such as State DEO Job Growth grants, State Revolving Loans, FDOT, FDEP, and other agency grants and loans, can supplement the financing of infrastructure.
### Table 6: Capital Improvement Financing Options

<table>
<thead>
<tr>
<th>Method</th>
<th>Description</th>
<th>Strengths</th>
<th>Weaknesses</th>
<th>Applicability to WBID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Assessment</td>
<td>A financing approach created to provide for projects and/or services to a specifically defined area. Special assessments imposed pursuant to Chapter 170, Florida Statutes, must be “on benefitted real property at a rate of assessment based on the special benefit accruing to such property from such improvements when the improvements funded by the special assessment provide a benefit which is different in type or degree from benefits provided to the community as a whole.” An MSBU is a form of Special Assessment commonly used in unincorporated areas.</td>
<td>Assignment of costs to only those properties that benefit from the improvements. Can be used as a secondary pledge for other financing mechanisms.</td>
<td>Not all properties want the benefit of the capital improvements. The WBID boundary includes single family residential properties without any near term plans for redevelopment.</td>
<td>Could be used to assess the costs of roadways, gateway monumentation, and/or other public realm improvements. Assessment districts could be designed for just the Gateway or for the entire WBID, or both.</td>
</tr>
<tr>
<td>Tax Increment Financing (TIF)</td>
<td>The ‘freezing’ of the assessed value of properties creating base year value for a specified district. The ad-valorem revenue for the City and County due to any increase in assessed value would flow to a newly created Community Redevelopment Agency (CRA). CRA revenues would be limited to spending within the CRA boundary and subject to spending based upon an approved CRA plan.</td>
<td>In general, property values are increasing due to investment in public infrastructure (SR 453, City utilities). There is a direct nexus between revenues generated and benefitting properties.</td>
<td>CRA revenues are unpredictable, especially in newly created areas. TIF districts typically rely upon tax-exempt debt to fund capital improvements. Uncertainty about future revenues will make underwriting issuance of debt very challenging.</td>
<td>Appropriate for long term capital financing and construction. Best approach may be to combine with a special assessment district used to generate debt service payments until such time as TIF revenues can cover obligations.</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>A well established approach to financing public infrastructure. Structured as an ‘up-front’ fee on a development program based on an approved assessment methodology.</td>
<td>Fees assessed on development that create the impact on the public facility or service.</td>
<td>Impact fees are assessed at the time of development and are difficult to use as a primary source of debt service.</td>
<td>Sewer &amp; Water: An additional fee on top of the existing sewer and water impact fees could be used by the City to recapture the cost of utility trunk line extensions from US 441 to Round Lake Road. Roads: The internal roadway system is anticipated to be constructed by developers when land is developed. All impact fees generated will be used by the County to construct arterial roadway capacity.</td>
</tr>
</tbody>
</table>
Administration Plan
Administration Plan

Land Use Regulation Changes

In order to implement the findings and recommendations in this report, each government will need to process Comprehensive Plan amendments and Zoning/Land Development Code amendments. Table 7 outlines the specific recommended actions to ensure that Lake County and the City of Mount Dora adopt changes to their respective land use regulatory systems which will result in identical development criteria.

<table>
<thead>
<tr>
<th>Action Item</th>
<th>Lake County</th>
<th>City of Mount Dora</th>
</tr>
</thead>
<tbody>
<tr>
<td>Future Land Use (FLU) Map</td>
<td>Figure 9 and Table 2 identify the parcels that require Future Land Use changes to implement this plan. The County should initiate FLU map changes for those parcels listed in Table 2. Upon final adoption, the updated County FLU map will be consistent with the recommendations in this Implementation Plan.</td>
<td>The City cannot adopt official FLU Map designations until properties are annexed. However, as part of the current Evaluation and Appraisal Report (EAR) process, the City has identified the WBID as a desired addition to the City. In the EAR, the City should identify the recommended Plan on Page 6 as the instrument that will guide all FLU changes as a result of annexation.</td>
</tr>
<tr>
<td>Policy Changes</td>
<td>Policy I-1.3.6 of the Future Land Use Element Goals, Objectives and Policies sets out the criteria for the Regional Office FLU category countywide. Because other areas of Lake County are subject to this designation, it is recommended that Lake County adopt a new policy specifically tailored to the Wolf Branch Innovation District, which would include the use and development criteria recommended in Section 01 of this plan.</td>
<td>Policy 4.g.(12) of the City’s Goals, Objectives and Policies of the Comprehensive Plan describes the Employment Center Future Land Use category. This category should be amended and renamed to the Wolf Branch Innovation District category. In addition, the use and development criteria recommended in Section 01 of this plan should be included in the policy amendment.</td>
</tr>
<tr>
<td>Zoning District</td>
<td>Section 3.00.00 of the County Code (Zoning District Regulations) establishes the “C-3” Employment Center District, as the implementing vehicle for the Regional Employment Center Future Land Use category. Since there are multiple locations in Lake County designated as Regional Office, it is recommended that Lake County establish zoning use and development standards applicable only to the Wolf Branch Innovation District. This can be achieved in varying ways within the code, including the establishment of a new ‘Special District’ or by amending the C-3 zone to include use and development criteria only applicable to the WBID.</td>
<td>The City has an established Zoning District - “Employment Center” (EC) in the Land Development Code. The following code sections should be updated to be consistent with the recommendations in this report: Section 1.4 - Future Land Use category and Zoning District compatibility, Section 3.4.15 - EC Employment Center District.</td>
</tr>
<tr>
<td>Architectural and Site Design Standards</td>
<td>Chapter IX of the County Code contains the Development Design and Improvement Standards. Subsection 9.10.00 contains the architectural and site design standards of the County. Similar to Section 9.10.03 - Mt. Plymouth-Sorrento Community Redevelopment Area Commercial Design Standards, it is recommended that the County create a new section establishing the design guidelines for the WBID. In the alternative, the County could adopt the design guidelines by reference to the WBID Implementation Plan.</td>
<td>Chapter VI. Design Standards of the Land Development Code sets out the commercial (6.13) and residential (6.11) architectural and site design standards for the City. The design guidelines in this report are recommended to be applied only to the WBID and used to supplement the City’s existing design criteria. When in conflict, the WBID design guidelines should prevail. The City may choose to adopt these guidelines by incorporating them into Chapter VI, or adopt them by reference to the WBID Implementation Plan.</td>
</tr>
</tbody>
</table>
Ongoing Collaboration

The success of the WBID depends largely on two factors – market forces and marketing. The former is beyond the control of any local government and is subject to macro-economic conditions. By adopting the recommendations in this plan and implementing the recommended actions, Lake County and the City of Mount Dora will have done the lion’s share of effort to create a regulatory environment conducive to economic success. Investments by the Central Florida Expressway Authority and the Florida Department of Transportation have accelerated the emergence of the WBID. Additional future investments by the City of Mount Dora in utilities and fiber optic capacity, and Lake County in roadway capacity, will further fuel the location as a unique economic and business district.

The second factor is marketing and business development. Selling the WBID as a remarkable location for the establishment of businesses in targeted industries such as Clinical Health Care/Life Sciences, Research & Development, Advanced Manufacturing, and Higher Education is in the hands of the private and the public sector. Private sector land interests largely control the timing of the emerging employment center by bringing land supply to the market.

The public sector also plays a critical role in marketing and business development. The City and County each employ highly trained staff in Economic Development. Through maintaining the strong collaborative effort built to date, both governments can combine resources to market the WBID as one of the emerging corporate business centers in central Florida. It is highly recommended that the momentum established between the two governments be continued going forward. Coordinating marketing and business development initiatives for the WBID should occur on an ongoing basis.
DATE: October 15, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution No. 2019-107, Funding Agreement with Lake-Sumter Metropolitan Planning Organization (MPO) for Wekiva Trail

Introduction:
This is a request for City Council to approve Resolution No. 2019-107, Fund Agreement with Lake-Sumter Metropolitan Planning Organization (MPO) for Wekiva Trail.

Discussion:
The Lake Wekiva Trail - Segment 1 trail project was evaluated on the railroad corridor route from Sorrento to Tremain Street and was validated in 2016 the Planning Development & Engineering (PD&E) study. Over the past few months, the City has determined the current route is unfunded and there are unknown costs associated with right-of-way acquisition, which creates uncertainty in funding requests for design and construction. Therefore, the City is requesting a feasibility corridor study to review an alternative route that does not utilize the railroad corridor, but would still connect to the regional trail network.

The City Council has discussed the potential alternative route, identified as Option 3 at the Work Session on June 3, 2019, and included herewith as Attachment #1. The alternative route will also be included in the Wolf Branch Innovation District Implementation Plan.

Budget Impact:
The cost of the study consultant service is $200,000. The City will pay for the study that will be managed by the Lake Sumter MPO in accordance with the funding agreement. They have a pre-qualified consultant that will perform the study. The City has provided funding in the FY19-2020 budget for the cost of the study. The GL #’s for the study costs are 001-5721-531.00-00-PK2009 and 127-5721-531.00-00-PK2009.

Strategic Impact:
The study will assist in providing information to make a final determination on the preferred trail route from Sorrento to downtown Mount Dora and to promote mobility and transportation alternatives within the regional transportation network for our area. Alternative transportation
modes and recreation activities further support the City's goals for economic development, growth management, and infrastructure.

**Recommendation** City Council approve Resolution No. 2019-107.

**Attachment(s):**

Prepared by: Misty Sommer, Deputy City Clerk
Reviewed by: Tim Wilson,
Vince Sandersfeld, Planning and Development Director
Sherry Sutphen, City Attorney
Tom Klinker, Finance Director
Gwen Johns, City Clerk
Robin R. Hayes, City Manager

Approved - 10/1/2019
Approved - 10/1/2019
Approved - 10/9/2019
Approved - 10/10/2019
Approved - 10/10/2019
Final Approval - 10/10/2019
RESOLUTION NO. 2019-107

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THAT INTERLOCAL AGREEMENT WITH LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION RELATED TO THE LAKE COUNTY TRAIL CORRIDOR STUDY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF THE INTERLOCAL AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lake–Sumter Metropolitan Planning Organization is conducting a corridor planning study for the purpose of evaluating certain multi-use trails in Lake County, Florida; and

WHEREAS, the City has determined that such a trail study is of importance and beneficial to the citizens of Mount Dora; and

WHEREAS, the City and Lake–Sumter Metropolitan Planning Organization desire to enter into an Interlocal Agreement whereby the City will provide certain funding to the Lake–Sumter Metropolitan Planning Organization for the multi-use trail corridor study being conducted.

NOW, THEREFORE, BE IT RESOLVED BY 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 Interlocal Agreement. The Interlocal Agreement with Lake–Sumter Metropolitan Planning Organization attached hereto as Exhibit “A” is hereby approved and the Vice-Mayor, Cal Rolfson, is hereby authorized to execute the same on behalf of the City.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions and execute said lease agreements as may be deemed 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 Clause.** All prior actions of the City of Mount Dora pertaining to the Interlocal Agreement with Lake-Sumter Metropolitan Planning Organization related to the multi-use trial corridor study, 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 15th day of October, 2019.**

__________________________
MAYOR 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.

__________________________
Sherry G. Sutphen
City Attorney
EXHIBIT “A”
Interlocal Agreement with
Lake-Sumter Metropolitan Planning Organization

Resolution No. 2019-107
3 of 3
INTERLOCAL AGREEMENT BETWEEN
THE LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION (MPO)
AND CITY OF MOUNT DORA, FLORIDA
FOR TRAIL ALIGNMENT STUDY

This is an Interlocal Agreement (“Agreement”) between the Lake~Sumter Metropolitan Planning Organization, a metropolitan planning organization created under Section 339.175, Florida Statutes (the “MPO”) and the City of Mount Dora, Florida, a municipal corporation (“CITY”), collectively the “parties”, related to a trail corridor planning study.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes provides that interlocal agreements may be entered for governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the MPO, through assistance of its consultants and contractors, is conducting a corridor planning study for the purpose of evaluating certain multi-use trails in Lake County, Florida; and

WHEREAS, the CITY finds the study is a public benefit and desires to partner with the MPO by assisting in funding the study.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein.
2. Agreement. This Agreement will be effective upon the date of execution of this Agreement and will remain in effect until completion of the study or upon payment of the funding in full, as described below, whichever occurs later. The MPO and the CITY agree as follows:

A. Scope of Services. The MPO will conduct a corridor planning study to evaluate a multi-use trail in the area of County Road 437 (CR 437) – Mount Plymouth Sorrento to Treamin Street which is located, in part, within the limits of the CITY. The MPO agrees such study will be performed and completed by consultants of the MPO as provided in the Scope of Services, attached hereto and incorporated herein as Exhibit A (the “study”), and as the same is amended from time to time by the MPO. It is anticipated that the study will take a period of twelve (12) months from the date a notice to proceed is issued by the MPO to the MPO’s consultant.

B. Final Report. Upon completion of the study, the MPO will provide the City a copy of the study’s final documentation, including any final report(s).

C. Payment. In order to assist with the study and to partner with the MPO, the City agrees to contribute the sum of $200,000.00 to the MPO. The MPO will submit progress summary reports and invoices to the City on a quarterly basis during the term of this Agreement. The City agrees to make payment to the MPO within forty-five (45) days of submitted invoices(s) by the MPO to the City. The amount invoiced may be based upon the work completed during the invoice period. Reports and invoices will be submitted by mail or hand delivery to City of Mount Dora, Florida, Attn: City Manager, 510 N. Baker Street, P.O. Box 176, Mount Dora, Florida 32757.
3. **Termination.** This Agreement may only be terminated upon written approval of the MPO and CITY.

4. **Assignment and Amendment.** This Agreement may not be assigned without written consent of the parties. This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written agreement of the parties.

5. **Notices.** All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing. All notices required, or which may be given, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company to the business address for the party.

6. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: MPO through its Governing Board, signing by and through its Chair, and by CITY through its Vice-Mayor, who is authorized to sign.

CITY
CITY OF MOUNT DORA, FLORIDA

______________________________
Cal Rolfson, Vice-Mayor

This ____ day of ________________, 2019.

ATTEST:

______________________________
Gwen Johns, City Clerk

Approved as to form and legality:

______________________________
Sherry G. Sutphen, City Attorney
INTERLOCAL AGREEMENT BETWEEN THE LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION (MPO) AND CITY OF MOUNT DORA, FLORIDA FOR TRAIL ALIGNMENT STUDY

MPO

LAKE-SUMTER MPO,
through its GOVERNING BOARD

_____________________________
Nick Girone, Chair
This _____ day of ______________________, 2019.

ATTEST:

_____________________________
Doris LeMay, Executive Assistant

Approved as to form and legality:

_____________________________
Diana Johnson, MPO Attorney
EXHIBIT A

Scope of Services
Corridor Planning Study
Wekiva Trail Alternative Corridor Study
From CR 437 – Mount Plymouth/Sorrento to Tremain Street Greenway
Lake County and Mount Dora

PURPOSE
The Lake–Sumter MPO (MPO) is conducting a Corridor Planning Study to evaluate a multi-use trail (see map below). The purpose of this study is to identify and evaluate alternatives that can be carried forward to the Project Development and Environment (PD&E) Study phase of project development.

FIGURE 1 – STUDY AREA LIMITS
1.0 PROJECT MANAGEMENT / OUTREACH PLAN

1.1 ACCOUNTING
Monthly invoicing will be prepared and submitted with the amount determined based on the percentage of each task completed.

1.2 PROGRESS MEETINGS
Progress Meetings will be held throughout the life of the study. It is anticipated up to twelve (12) progress meetings will be held.

1.3 OTHER MEETINGS
It is anticipated up to five (5) miscellaneous meetings will be held throughout the life of the study. The CONSULTANT will prepare an agenda prior to each meeting and will follow up with meeting minutes indicating issues discussing any action necessary to reach resolution.

1.4 PROJECT PALETTE
The CONSULTANT shall prepare a project palette including project specific templates, branding, base map(s), color schemes, fonts, and documentation formatting to be used throughout the study. Unless otherwise stated, all project deliverables are anticipated to be legal size paper (8 ½” x 14”).

Up to 4 alternative project logos will be developed. One logo will be refined for the final project logo.

1.5 OUTREACH PLAN
The CONSULTANT will prepare a tailored Outreach Plan to guide efforts to effectively engage with affected communities, concerned property owners, partner agency, and other stakeholders. The Outreach Plan will include types of outreach activities and purpose, an outreach schedule, stakeholder database, and proposed methods of public information distribution (newspaper, print, website, social media, multi-lingual materials). The CLIENT and/or partner agency will collaborate with the CONSULTANT regarding previous planning efforts and related projects involving coordination with the public. This may include, but is not limited to the sharing of mailing lists, stakeholder contacts, and potential meeting sites.

The CLIENT and/or partner agency will prepare a mailing list of the entities for this project. The Outreach Plan is a living document that will be updated as needed throughout the study.

A Project Visioning Team (PVT) will be created to help steer the study’s process. The recommended PVT members will be determined by the CLIENT in coordination with the partner agency and the CONSULTANT.

Deliverables: Outreach Plan
2.0 EXISTING CONDITIONS / DEFINING SUCCESS
The CONSULTANT shall collect the data needed to analyze both existing and future conditions as described herein.

2.1 DATA COLLECTION AND ANALYSIS
The CONSULTANT shall collect, review, and analyze the data necessary to conduct this Corridor Planning Study. The CONSULTANT shall develop a matrix to document the data obtained and the source of the data.

2.2 FIELD REVIEW(S) AND VERIFICATION
The CONSULTANT shall conduct up to two (2) field reviews to verify and supplement the existing roadway, drainage, environmental, and other features in the study area.

2.3 SAFETY ASSESSMENT
The CONSULTANT shall review the crash history for the most recently-available five (5) years, summarize the identified crash patterns and elevated crash locations, and identify long-term safety improvement strategies.

2.4 MAPPING
The CONSULTANT shall collect existing conditions data and develop maps needed to screen and evaluate the study area. All existing conditions and maps identified above are subject to availability of data either from the CLIENT or other sources. This task does not include collecting original data, traffic/user counts, or performing new inventories.

2.5 GUIDING PRINCIPLES
The CONSULTANT shall develop a set of Guiding Principles based on established Plans, Policies, and discussion with the CLIENT and partner agency’s staff. The Guiding Principles will help set the direction for the development of the Purpose and Need and the Evaluation Criteria. The “purpose” statement will guide this study, as well as the succeeding steps of the study. The “needs” statement for the project arises from deficiencies, issues, and/or concerns that currently exist or are expected to occur within the study area. The Evaluation Criteria will help to track and measure the effectiveness of alternatives evaluated.

2.6 PURPOSE AND NEED
The CONSULTANT shall develop a Purpose and Need Statement consistent with the FDOT PD&E Manual.

2.7 VISIONING TEAM MEETING #1
The CLIENT will be responsible for securing the meeting location and invite the members.
The CONSULTANT shall prepare a presentation that documents the existing conditions (engineering, environmental, land use, etc.) to identify and verify deficiencies, constraints, etc. The presentation will also include the draft purpose and need and other guiding principles developed to establish the direction for the project.

2.8 EXISTING CONDITIONS / DEFINING SUCCESS DOCUMENTATION

The CONSULTANT will prepare and submit the Existing Conditions / Defining Success chapter(s). The format of the chapter(s) will be graphical in nature and match the presentation materials prepared for the Project Visioning Team.

*Deliverables: Existing Conditions / Defining Success Documentation*

3.0 ALTERNATIVES ASSESSMENT

This section describes the process in which to develop and evaluate alternatives based on engineering, environmental, public and agency input, as well as other factors.

3.1 ALTERNATIVES ALIGNMENTS

The CONSULTANT shall develop up to three (3) alternative alignments based on results from the previous phase of the study. The study seeks alignments that utilize public lands to the greatest extent possible and easements from willing property owners.

3.2 CRITICAL / TYPICAL SECTION ALTERNATIVES

Up to twelve (12) proposed Sketchup critical / typical sections will be developed, assuming four (4) for each of the alignment alternatives.

3.3 PLANNING LEVEL OPINION OF PROBABLE COSTS

The CONSULTANT shall develop planning level costs for each viable alternative developed. The cost will be comprised of right-of-way and construction costs only. Given the planning level detail of the alternatives, costs will be developed based upon FDOT cost-per-mile level information only. The cost for right-of-way needs will be based upon estimated acreages of right-of-way and average property value in the area (individual parcel-level right-of-way costs are not included). Planning level costs are intended for providing a relative comparison between alternatives.

3.4 ALTERNATIVES EVALUATION

After developing the alternatives, the CONSULTANT will prepare a matrix comparing the quantitative and qualitative impacts and costs of the alternatives,
3.5 VISIONING TEAM MEETING #2
The CLIENT will be responsible for securing the meeting location and invite the members.

The CONSULTANT shall prepare a presentation that documents the alternatives development, typical sections, and evaluation. The presentation will include a recommendation of the most viable alternative to move to the Concept Development phase.

3.6 PUBLIC MEETING
The purpose of this public meeting is to present to the public the data and findings from this task. The CLIENT or partner agency will identify and secure the public meeting site.

The CONSULTANT will prepare a PDF of notifications, flyers, and/or letters to elected officials and other public officials, private property owners, and tenants. The CLIENT and/or partnering agency will be responsible for printing and sending out all notifications, flyers, and/or letters.

The CONSULTANT will prepare the necessary materials for use in the public meeting and attend the meeting with an appropriate number of personnel. The CONSULTANT will assist with meeting setup and take down, and will also prepare a summary of the public meeting that includes copies of the materials shown or provided at the public meeting. The summary will also include a listing of the written comments made during or after the meeting.

3.7 ALTERNATIVES ASSESSMENT DOCUMENTATION
The CONSULTANT will prepare and submit the Alternatives Assessment chapter(s). The format of the chapter(s) will be graphical in nature and match the presentation materials prepared for the Project Visioning Team.

Deliverables: Alternatives Assessment Documentation

4.0 CONCEPT DEVELOPMENT & FINAL DOCUMENTATION

4.1 CONCEPT DESIGN
The CONSULTANT shall develop a concept design based on the recommended / preferred alternative. The approach for the alignment is to avoid the need for additional right-of-way. However, if locations requiring additional right-of-way are needed to accommodate the proposed alternative improvements, they will be identified. This identification will only include an approximate representation of the needed additional right-of-way and does not include a sketch and description, survey, or other legal document to be used for the legal acquisition process.
4.2 ROLL PLOT(S)
Up to four (4) roll plots will be developed for use by the CLIENT and/or partner agency covering the extents of the preferred alternative on a scaled, aerial map identifying the apparent right-of-way and parcel boundaries as represented on existing GIS information, property appraiser data, and other records provided by the CLIENT.
Each roll plot will be up to 8 feet long by up to 4 feet wide.

4.3 Refined Critical / Typical Sections
Up to four (4) critical / typical sections will be refined for the preferred alignment based on the sections developed in the previous phase.

4.4 Concept Level Opinion of Probable Cost
The CONSULTANT shall develop a concept level cost for the recommended / preferred alternative. The cost will be comprised of design, right-of-way, and construction costs only. Costs will be developed based upon FDOT Basis of Estimates. The cost for right-of-way needs will be based upon estimated acreages of right-of-way and average property value in the area (individual parcel-level right-of-way costs are not included).

4.5 Implementation Strategies
The CONSULTANT will assess the priority, segmentation, and appropriate next steps for the project.

4.6 Final Documentation
The CONSULTANT will compile a final report inclusive of previous tasks.

_Deliverables: Final Documentation_

**SCHEDULE**
This study has an estimated duration of 12 months from Notice to Proceed (NTP).
DATE: October 15, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution No. 2019-162, Approving East Central Florida Regional Resilience Collaborative Memorandum of Understanding

Introduction:
This is a request for City Council to approve Resolution No. 2019-162, Approving East Central Florida Regional Resilience Collaborative Memorandum of Understanding, which affirms the City's participation in the East Central Florida Regional Resilience Collaborative (ECFR2C) and its commitment to resiliency in the East Central Florida Region.

Discussion:
In September 2018, the East Central Florida Regional Planning Council (ECFRPC) reaffirmed its commitment to regionalism and sought to develop a structure and framework for a regional resilience collaborative for the 8 counties and 78 cities in east central Florida. Two committees were formed and developed a directional framework and memorandum of understanding, which outlines the structure and establishes a shared vision for resilience. On May 15, 2019, the ECFRPC formalized the East Central Florida Regional Resilience Collaborative (ECFR2C), and has since invited the 8 counties and 78 cities to join in the ECFR2C.

Jenifer Rupert of the East Central Florida Regional Planning Council presented a briefing to City Council at the October 1, 2019 Council Meeting. Resolution 2019-162 and the Memorandum of Understanding are presented to City Council to affirm the City's commitment to resiliency in the East Central Florida Region.

Budget Impact:
Commitment to participating in the East Central Florida Regional Resiliency Collaborative does not have any budgetary impacts. As regional initiatives are solidified by the Regional Planning Council board and partners, opportunities to engage in technical advisory committees to develop the outcomes will require staff time where deemed appropriate.

Strategic Impact:
Participating in the ECFR2C aligns with the City's strategic goals of Economic Development,
Infrastructure, Fiscal Resources, Growth Management and Public Safety.

**Recommendation** City Council approve Resolution No. 2019-162.

**Attachment(s):**
1. Briefing Sheet

---

Prepared by: Merry Lovern  
Reviewed by: Tim Wilson,  
Vince Sandersfeld, Planning and Development Director  
Misty Sommer, Deputy City Clerk  
Sherry Sutphen, City Attorney  
Gwen Johns, City Clerk  
Robin R. Hayes, City Manager

Approved - 9/25/2019  
Approved - 9/25/2019  
Approved - 9/30/2019  
Approved - 10/2/2019  
Approved - 10/3/2019  
Final Approval - 10/3/2019
Briefing Sheet

- September, 2018: East Central Florida Regional Planning Council passed Resolution #03-2018 reaffirming their commitment to regionalism and requesting the development of a structure and framework for a regional resilience collaborative for the 8 counties and 78 cities in east central Florida.
- Two committees were formed:
  - Council Sub Committee: drive and provide direction; consider recommendations from a steering committee
  - Steering Committee: Develop structure and framework, draft memorandum of understanding; provide recommendations to Council Sub Committee
- Steering Committee was identified, comprised of differing disciplines and expertise around the region as well as state, as called for in September, ECFRPC Resolution.
- Council Sub-Committee direction: Under the Resilience umbrella, the Collaborative will focus on (people) Health + Equity, (places) Built Infrastructure + Natural Environment, and (prosperity) Economic Resilience; woven throughout each of the pillars will be an emphasis on reducing our carbon footprint, reducing the regions vulnerabilities and risks through emergency management, and increasing our Sustainability goals. The collaborative offers a mechanism to amplify and expand resilience efforts taking place around the region where appropriate.
- The Memorandum of Understanding outlines the structure and framework establishing a shared vision for resilience increasing the collective impact potential.
- ECFRPC formalized the East Central Florida Regional Resilience Collaborative by unanimous vote on May 15.
- MOU requests: commitment and staff where appropriate, participation developing a regional resilience action plan and regional legislative strategy (where/when appropriate), community involvement and participation in an annual summit.
- A survey for County/City Managers was conducted in May.
- Building off the results of the survey, staff engagement workshops are scheduled for June 18-19, details of which will lay the foundation for a strategic plan for the collaborative./
- Signing Ceremony is scheduled for October 23, 2019 from 1:00 p.m. - 2:30 p.m. at the ECFRPC offices. Speakers include Florida’s first Chief Resilience Officer Dr. Julie Neshiewat.
- As of 9/23- Brevard, Orange and Volusia County, Cities of Orlando, Satellite Beach, Cape Canaveral, Indian Harbour Beach, Titusville, Rockledge, DeLand, Deltona, Orange City, Cocoa, Oak Hill, Kissimmee, New Smyrna Beach, and the Town of Melbourne Beach have signed on as partners to date with roughly a dozen more in the coming weeks.
RESOLUTION NO. 2019-162

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, RELATED TO THE MEMORANDUM OF UNDERSTANDING WITH THE EAST CENTRAL FLORIDA REGIONAL RESILIENCE COLLABORATIVE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the East Central Florida Regional Resilience Collaborative has determined that it should support a program in the East Central Florida region to develop a framework for a regional resilience collaborative, to include the counties, and municipalities located therein, of Brevard, Lake, Marion, Orange, Osceola, Seminole, Sumter and Volusia; and

WHEREAS, the development and success of a regional resilience collaborative depends on participation and commitment from cooperative networks and partnerships with local governments, federal, state and regional agencies, educational institutions, non-government organizations, philanthropic organizations, businesses, civil society, and other stakeholders to raise the level of our resilience; and

WHEREAS, this collaborative approach will position the region, jurisdictions and agencies to plan better for resilience, meet state and federal regulations and guidelines and enable greater access to long-term financing sources;

WHEREAS, the City of Mount Dora is a stakeholder in the East Central Florida region; and

WHEREAS, the City has determined that it is in its best interest to be a good community partner with the East Central Florida Regional Resilience Collaborative and execute the Memorandum of Understanding as requested.

NOW, THEREFORE, BE IT RESOLVED BY 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 findings are hereby adopted.

SECTION 2. Approval of Memorandum of Understanding and Authorization to Execute. The City hereby approves the Memorandum of Understanding with the East Central Florida Regional Resilience Collaborative attached hereto as Exhibit “A”, and authorizes the Mayor to execute the same.
SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions and execute said lease agreements as may be deemed 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 Clause. All prior actions of the City of Mount Dora pertaining to the Memorandum of Understanding with the East Central Florida Regional Resilience Collaborative, 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 _____ day of October 2019.

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

Sherry G. Sutphen, City Attorney

Resolution No. 2019-162
2 of 3
EXHIBIT “A”
Memorandum of Understanding
East Central Florida Regional Resilience Collaborative
This memorandum of understanding (MOU) is entered into on this ______ day of ____________________, 2019 among the undersigned members of the East Central Florida Region. All Parties are collectively referred to as the members or collaborative members.

Recalling the East Central Florida Regional Planning Council’s (ECFRPC) resolution 03-2018 of 19 September 2018, in which the unanimous decision was made by the ECFRPC Board to support a program to convene stakeholders across disciplines and the East Central Florida region to develop the framework for a regional resilience collaborative, herein including the undersigned Members that make up the eight counties and municipalities of Brevard, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia:

1. Express profound gratitude to the East Central Florida Regional Planning Council, Council Sub-Committee and Steering Committee, who have articulated the importance of establishing a collaborative framework for action and are committed to implementing resilience measures as a guiding principle to enhance the efforts of our local jurisdictions, individually and collectively, for the future; and

2. Endorse the East Central Florida Regional Resilience Collaborative and the aforementioned resolution, which is contained in Annex I to the present resolution.

WHEREAS, the East Central Florida Region is home to more than 4.1 million residents as of 2018, approximately 20% of the population of the State of Florida, includes two of the four majority-minority counties in the State, hosts over 60 million visitors annually, and comprises one of the fastest growing metropolitan areas in the United States; and

WHEREAS, while the East Central Florida Region remains a service-driven economy where 45% of households qualify as asset-limited, income-constrained, employed according to the United Way’s 2018 ALICE report, it is also considered a globally competitive marketplace ranking 38th in the nation according to the Stats America Innovation Index, and is a top ten metropolitan region for various patenting technologies thus indicating a high level of innovation, driving wealth creation in the region; and
WHEREAS, according to the East Central Florida Comprehensive Economic Development Strategy, the region has seven innovation clusters including tourism; aviation and aerospace; boats and other marine vessels; photonics; turbines; modeling, simulation and training; and telecommunications; which positions the region for a diversified and transformative future workforce and economy; and

WHEREAS, water and natural resources are the foundation of communities and eco-tourism in the East Central Florida region and the protection of this biodiversity, its ecosystem services and the economic interdependencies are a critical issue facing the region; and

WHEREAS, recent weather, natural and manmade events have resulted in increasing shocks and stressors to our economy, human security, health and equity, natural environment and built infrastructure; and

WHEREAS, vulnerable and underserved people in our region are disproportionately impacted from the aforementioned events and from on-going stressors to their human security; and

WHEREAS, additional and enhanced regional approaches are needed to build on current efforts and increase adaptive capacities to improve resilience in confronting shocks and stressors; and

WHEREAS, this adaptation toward resilience must provide for the region’s people, places, and prosperity in ways that promote mutual progress addressing risk exposure and vulnerability in conjunction with sustainability goals; and

WHEREAS, to support further all efforts that continue to mitigate the increasing impacts of hazards and their complexity in the region, we must elevate ways to work cooperatively across disciplines to identify issues, using existing mitigation strategy research with additional technical expertise to identify ways to improve resiliency, while supporting the local mitigation strategy and post disaster recovery planning to include input to measure continual improvement in the process; and

WHEREAS, the East Central Florida 2060 Strategic Regional Policy Plan identifies effects from climate change to our water availability, agriculture and food security, public health, infrastructure, natural resources, ecosystems services, and economy, and all are therefore appropriate subjects for this regional resilience effort; and

WHEREAS, the resilience of East Central Florida Region’s people, places and prosperity rely on interconnected and multi-modal transportation infrastructure, including the spaceport, space center, seaport, trails, rail and other transit systems, roadways and airports; and

WHEREAS, promoting safe, affordable transportation, attainable housing choices, opportunities for safe physical activity, green and open spaces, local food systems, and clean energy use improves health outcomes and contributes to a region that is equitable and prosperous; and

WHEREAS, promoting high-performing, energy-efficient and resilience targets and policies for our built infrastructure reduces the region’s risks and vulnerabilities; and
WHEREAS, promoting sustainable development that includes compact urban centers, preservation of agricultural landscapes, interconnected, multi-modal corridors, conservation areas, decreases the carbon footprint, increases our Members’ fiscal sustainability and minimalizes conflicts in ‘wildland and urban interface’ areas, further supporting emergency management efforts; and

WHEREAS, the East Central Florida Region provides shelter during the evacuation of surrounding areas in times of disaster, and must plan effectively to accommodate future migration from high hazard areas; and

WHEREAS, good health is essential and instrumental to human survival, livelihood and dignity, and addressing health disparities and externalities will foster advances in our health systems, increase access to services, and build a more resilient region; and

WHEREAS, collaborating with public and private partners across jurisdictional boundaries will improve human and energy security and increase access to clean and affordable resources and sources of electricity and water; and

WHEREAS, several of our jurisdictions and agencies have taken steps to become more sustainable and resilient while continuing to advance economically and socially, all parties recognize that a coordinated and collaborative approach building on current efforts will best serve the region; and

WHEREAS, the development and success of a regional resilience collaborative depends on participation and commitment from cooperative networks and partnerships with local governments, federal, state and regional agencies, educational institutions, non-government organizations, philanthropic organizations, businesses, civil society, and other stakeholders to raise the level of our resilience; and

WHEREAS, this collaborative approach will position the region, jurisdictions and agencies to plan better for resilience, meet state and federal regulations and guidelines, and enable greater access to long-term financing sources;

NOW, THEREFORE, we call all stakeholders to action, aware that the realization of the new resiliency framework depends especially on our unceasing and tireless collective efforts to make the region and state more resilient in the decades to come for the benefit of our own and future generations, BE IT RESOLVED, BY THE East Central Florida Regional Planning Council and the MEMBERS AS SIGNED BELOW, EACH MEMBER WILL COMMIT TO THE FOLLOWING:

- Regional Cooperation – Create Productive Connectivity - Each member shall commit appropriate staff resources and expertise, within budget constraints, to participate with other members in facilitating and advancing the work of the Regional Resilience Collaborative. A steering committee appointed by the ECFRPC will identify and report on opportunities for providing sustainable solutions for the current and future resilience of our built and natural environment, economy, and health and equity. The steering committee will draw on strategies and processes that address resilience, organize and direct integrated scientific and other technical research and analysis, and organize and structure its work and procedures toward these ends.
• Regional Resiliency Action Plan -
Each member shall work collaboratively to develop a Regional Resilience Action Plan that will identify specific initiatives with supportive and actionable data.

• Legislative Strategy -
Each member shall work to align individual decisions and policies in service of a shared legislative regional resilience strategy developed by the Regional Resilience Collaborative.

• Community Involvement -
Each member shall work collaboratively to recognize and engage the regional community, involving a diverse stakeholder representation in developing policies and recommendations for implementation of the Regional Resilience Action Plan.

• Annual Summit -
Each member shall participate in an annual regional summit to share knowledge, resources, and progress on the collaboration. In addition, the East Central Florida Regional Resilience Collaborative will coordinate with other coalitions in the State of Florida to identify opportunities and fulfill the specific initiatives of the Regional Resilience Action Plan and collaborative.

Approved for signature by the City of Mount Dora City Council at a regular meeting, assembled in Mount Dora, Florida, on the 15th day of October, 2019.

CITY OF MOUNT DORA

__________________________
NICK GIRONE
MAYOR

Attest:

__________________________
Gwen Keough-Johns, MMC
City Clerk
Resolution #03-2018
ADOPTED AT A MEETING OF THE
EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL
Support of Regional Resilience Collaborative

WHEREAS, I certify that I am Chair of the East Central Florida Regional Planning Council (ECFRPC) duly organized under the laws of the State of Florida.

WHEREAS, the following is a true and correct copy of a resolution duly adopted at a meeting of the ECFRPC on the 19th day of September 2018, at which a majority of voting members was present, constituting a quorum and notice of said meeting was given in accordance with the Bylaws; and

WHEREAS, the Council recognizes the clear relationship between emergency management, planning and economic development and aims to continue to fill gaps within the region and pursue initiatives that will achieve measurable improvements and stress the importance of disaster risk reduction in building resilience;

WHEREAS, fostering resilience needs to be understood as a long-term effort and requires a holistic (whole systems approach) way of planning and preparation for the region;

WHEREAS, we recognize that the East Central Florida Regional Planning Council meetings provide a unique opportunity to come together to showcase our region's innovative work addressing stressors and shocks which illustrate how the Council structure and staff can support these efforts;
NOW, THEREFORE BE IT RESOLVED, that the East Central Florida Regional Planning Council reaffirms our commitment to regionalism and is supportive of a program to convene stakeholders across the region to develop the process and framework for a regional resilience collaborative (public, private, academia) to achieve a comprehensive and articulated approach that will position the Council as the mechanism for resilience. The Council further resolves to continue to actively engage in this process and encourage and participate in other resilience initiatives and enhance our contribution to sustainability efforts welcoming the opportunity to build capabilities and capacities at all levels.

Adopted by the East Central Florida Regional Planning Council at a regular meeting, assembled in Orlando, Florida, on the nineteenth day of September 2018.

Attest:

Leigh Matusick
Chair, ECFRPC

Hugh W. Harling, Jr.
Executive Director
DATE: October 15, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution No. 2019-161, Award of Invitation to Bid # 19-PW-038 – Land Clearing Services

Introduction:
This is a request for City Council to approve Resolution No. 2019-161, Award of Invitation to Bid #19-PW-038 - Land Clearing Services.

Discussion:
The City has purchased 8.15 acres located adjacent to the City's Water Plant #1 as the future joint sight of the new Public Works facility with administration and a Fire Station. In order to develop the site the City must remove the existing orange grove.

The City bid Land Clearing Services and received three (3) bids on Sept 11, 2019. The base bid was to clear and burn the orange grove with additional options to chip and haul or to direct load and haul the cleared tress and debris to remote disposal or recycling.

The lowest bidder was Paff Tree Services in the amount of $49,923.00. Paff Tree did not bid the options. The next lowest bidder, who included off-site disposal/recycling, was Bankers Maintenance & Inspection LLC at a cost of 80,400.00 for direct load and haul.

The lowest responsive and responsible bidder, Paff Tree Services, will clear and burn the orange trees and debris with an on-site incineration device known as an air curtain incinerator. Air curtain incineration is a viable option provided under a Florida Division of Forestry permit. Air curtain incineration is the most cost effective option saving $30,477.00 compared to the direct haul to disposal options. Air Curtain incineration uses a commercial air blower to create a safe, very hot and near smokeless fire. This process was successfully used recently for an adjacent development on Limit Avenue.

Budget Impact:
Payment of the cost estimate submitted by the lowest responsible bidder, Paff Tree Services, in the amount of $49,923.00 is being funded from a number of different “sources” related to the
construction of the new public works building and fire station 34. The percentage of the cost being
funded from the fire assessment fund is calculated by dividing the portion of the Limit Avenue
Land Purchase to be utilized for siting the fire station (1.56 acres) by the total amount of land
purchased (8.15 acres). So, 19.15% of all costs related to the purchase of land and costs related to
“readying” the land for the construction of buildings is properly attributable to the fire station. The
remaining 80.85% of the costs are allocated to the new Public Works Building, which are further
allocated to the following funds/cost centers:

<table>
<thead>
<tr>
<th>General Ledger Number</th>
<th>Project Number</th>
<th>Fund/Cost Center</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>310-5152-561.00-00</td>
<td>DE1901</td>
<td>Northeast CRA</td>
<td>8.08%</td>
</tr>
<tr>
<td>310-5720-561.00-00</td>
<td>DE1901</td>
<td>Recreation</td>
<td>12.13%</td>
</tr>
<tr>
<td>410-5319-561.00-00</td>
<td>DE1901</td>
<td>Electric Utility</td>
<td>28.30%</td>
</tr>
<tr>
<td>421-5360-561.00-00</td>
<td>DE1901</td>
<td>Water/Wastewater</td>
<td>28.30%</td>
</tr>
<tr>
<td>440-5370-561.00-00</td>
<td>DE1901</td>
<td>Stormwater Utility</td>
<td>4.04%</td>
</tr>
</tbody>
</table>

Subtotal - Public Works Building  80.85%

With this as background, the total estimated costs associated with land clearing services payable to
Paff Tree Services of $49,923 should be allocated as follows:

<table>
<thead>
<tr>
<th>General Ledger Number</th>
<th>Project Number</th>
<th>Fund/Cost Center</th>
<th>Allocated</th>
</tr>
</thead>
<tbody>
<tr>
<td>310-5152-561.00-00</td>
<td>DE1901</td>
<td>Northeast CRA</td>
<td>$4,033.78</td>
</tr>
<tr>
<td>310-5720-561.00-00</td>
<td>DE1901</td>
<td>Recreation</td>
<td>6,055.66</td>
</tr>
<tr>
<td>410-5319-561.00-00</td>
<td>DE1901</td>
<td>Electric Utility</td>
<td>14,128.21</td>
</tr>
<tr>
<td>421-5360-561.00-00</td>
<td>DE1901</td>
<td>Water/Wastewater</td>
<td>14,128.21</td>
</tr>
<tr>
<td>440-5370-561.00-00</td>
<td>DE1901</td>
<td>Stormwater Utility</td>
<td>2,016.89</td>
</tr>
</tbody>
</table>

Subtotal - Public Works Building  $40,362.75

131-5221-561.00-00     FS0034  Fire Assessment Fund  9,560.25

Totals  $49,923.00

Funds were not appropriated within the adopted fiscal year 2019-20 budget for costs associated
with land purchase, however sufficient funds have been appropriated within the capital outlay
category (specifically within object code 562-Building) which can be utilized to fund the
additional costs required to ready the purchased land for the construction of the buildings. The
cost of clearing the land should not be capitalized as a part of the building where it would be
subject to depreciation.

**Strategic Impact:**
The site has been approved for burning by the required departments. By burning the debris generated by the land clearing, it will save time and money as reflected by the bid tabulation.

**Recommendation** City Council approve Resolution No. 2019-161.

**Attachment(s):**
1. Notice of Intent To Award
2. Bid Tabulation

Prepared by: Ethan Hand
Reviewed by: Josef Grusauskas, Utilities & Plant Operations Director
Marilyn Douglas, Purchasing Manager
Tom Klinker, Finance Director
Sherry Sutphen, City Attorney
Gwen Johns, City Clerk
Misty Sommer, Deputy City Clerk
Robin R. Hayes, City Manager

Approved - 9/30/2019
Approved - 10/1/2019
Approved - 10/9/2019
Approved - 10/10/2019
Approved - 10/10/2019
Approved - 10/10/2019
Approved - 10/10/2019
Final Approval - 10/10/2019
Date: September 17, 2019

To: All Submitting Vendors

Re: INTENT TO AWARD: ITB # 19-PW-038 – Land Clearing Services

On September 11, 2019, three (3) submittal for the above referenced project was received.

This letter serves as notification that a recommendation for award will be presented to the City Council to award to Paff Tree Services as the best option for meeting City requirements.

If you have any questions regarding the procurement procedures, please contact me via fax at 352.735.1406, or via e-mail at douglasm@cityofmountdora.com.

We appreciate your interest in doing business with The City of Mount Dora and we look forward to receiving your submittals on future projects.

Regards,

Marilyn J. Douglas
Purchasing Manager
City of Mount Dora
Bid Tabulation for

ITB# 19-PW-038, Land Clearing Services

Bid Opening Date: September 11, 2019

<table>
<thead>
<tr>
<th>Proposer</th>
<th>Grand Total</th>
<th>Option: Chip &amp; Haul</th>
<th>Option Straight Load &amp; Haul</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paff Tree Services</td>
<td>$49,923.00</td>
<td>No Quote</td>
<td>No Quote</td>
</tr>
<tr>
<td>Bankers Maintenance &amp; Inspections LLC</td>
<td>$70,500.00</td>
<td>$12,600.00</td>
<td>$9,900.00</td>
</tr>
<tr>
<td>DDD Construction &amp; Site Work</td>
<td>$108,436.90</td>
<td>No Quote</td>
<td>$63,637.00</td>
</tr>
</tbody>
</table>

Submitted by:

Jennifer Vanoven
Purchasing Division
City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757
RESOLUTION NO. 2019-161

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE SOLICITATION FOR LAND CLEARING SERVICES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City issued ITB-19-PW-038 for land clearing services; and

WHEREAS, the lowest responsive bid was submitted by Paff Tree Service, LLC; and

WHEREAS, the City has determined that it is in its best interest to enter into an Agreement with Paff Tree Service, LLC, for the provision of land clearing services.

NOW, THEREFORE, BE IT RESOLVED BY 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 Agreement and Authorization to Execute. The Agreement with Paff Tree Service, LLC, attached hereto as Exhibit “A” is approved and the Mayor or designee thereof is authorized to execute the same.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed 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 Clause. All prior actions of the City of Mount Dora pertaining to the solicitation for land clearing services, 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 15th day of October, A.D., 2019.

__________________________

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.

__________________________
Sherry G. Sutphen
City Attorney
EXHIBIT “A”
Agreement with Paff Tree Service, LLC
for land clearing services
ITB-19-PW-038
AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY”, and PAFF TREE SERVICE, LLC, 6288 California Street, Brooksville, Florida 34604, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has competitively solicited for Land Clearing Services, pursuant to the CITY’s Purchasing Policy and ITB-19-PW-038; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the CITY related to the services set forth in ITB-19-PW-038; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

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

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall begin on the date of execution by the CITY and shall extend until such time as the work contemplated in the Scope of Services is complete. It is the intent of the parties that the Scope of Services shall be completed within thirty (30) days of the date that CONTRACTOR begins work. Time is of the essence; however, the City Manager is authorized to grant an extension completion of the work if deemed to be in the best interest of the CITY. Any such extension shall be in writing signed by the City Manager in order to be valid.

SECTION 3. SCOPE OF SERVICES.

The CONTRACTOR shall be responsible for performing the services described in Exhibit “A” attached hereto. To the extent of any conflict between Exhibit “A” and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
SECTION 4. WARRANTY.

The CONTRACTOR agrees to provide a full warranty to the CITY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the warrantied services. To the extent applicable, any manufacturer’s warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the CITY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the CITY or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The CONTRACTOR will ensure that all of its employees, agents, subcontractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the CITY in accordance herewith.

C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

A. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the CITY’s stated objectives and standards.
B. The CONTRACTOR covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 7. COMPENSATION.

A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida’s Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in Exhibit “B” which is attached hereto. To the extent of any conflict between Exhibit “B” and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the CITY has provided notice of defect to the CONTRACTOR.

SECTION 8. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the CITY, and not due to the fault of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the CITY. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.
SECTION 10.  INSURANCE.

A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE:
   a. Combined Single Limit: $300,000 per accident,
      
      OR

   b. Bodily Injury: $300,000 per person,
      AND

   Property Damage: $100,000 per accident;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00);

4. EXCESS COVERAGE: One Million Dollars ($1,000,000.00); and,

5. WORKERS’ COMPENSATION: Employers’ liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars ($1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

B. For every insurance policy required hereunder, the CONTRACTOR shall provide the CITY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR,
2. The specified job by name and job number,
3. List the “CITY OF MOUNT DORA” as a Certificate Holder,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR’s obligation to fulfill the insurance requirements specified herein.

D. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.

SECTION 11. CITY OBLIGATIONS.
At the CONTRACTOR’s request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 12. ENTIRE AGREEMENT.
This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.
The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 14. PUBLIC RECORDS.
A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY’S CUSTODIAN OF PUBLIC RECORDS:
B. CONTRACTOR agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the CITY to perform the services set forth herein.
2. Upon request from the CITY’s custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY’s custodian of public records, in a format that is compatible with the information technology systems of the CITY.

SECTION 15. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties’ intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers’ compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR’s activities and responsibilities hereunder.
SECTION 16. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 17. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 18. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney’s fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR’s operations of the premises, the CITY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.
SECTION 21.   ASSIGNMENT.
This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the CITY.

SECTION 22.   SEVERABILITY.
All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 23.   WAIVER.
Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 24.   NOTICE.
The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the CITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CLERK and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

CITY:   City of Mount Dora
        Attention: City Manager
        510 N. Baker Street
        Mount Dora, Florida 32756

CONTRACTOR:   Paff Tree Service, LLC
                6288 California Street
                Brooksville, Florida 34604

SECTION 25.   MODIFICATION.
The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.
SECTION 26.  HEADINGS.
All headings of the sections, exhibits, and attachments contained in this Agreement are
for the purpose of convenience only and shall not be deemed to expand, limit, or change the
provisions contained in such sections, exhibits, and attachments.

SECTION 27.  ADMINISTRATIVE PROVISIONS.
In the event the CITY issues a purchase order, memorandum, letter, or any other
instrument addressing the services, work, and materials to be provided and performed pursuant
to this Agreement, it is hereby specifically agreed and understood that any such purchase order,
memorandum, letter, or other instrument is for the CITY’s internal purposes only, and any and
all terms, provisions, and conditions contained therein, whether printed or written, shall in no
way modify the covenants, terms, and provisions of this Agreement and shall have no force or
effect thereon.

SECTION 28.  CONFLICT OF INTEREST.
The CONTRACTOR warrants that the CONTRACTOR has not employed or retained
any company or person, other than a bona fide employee working solely for the
CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid
or agreed to pay any person, company, corporation, individual, or firm any fee, commission,
percentage, gift, or any other consideration, contingent upon or resulting from the award or
making of this Agreement.  For the breach or violation of this Paragraph, the CITY shall have
the right to terminate this Agreement immediately, without liability and without regard to the
notice requirements set forth herein.

SECTION 29.  PUBLIC ENTITY CRIMES.
As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is
not on the convicted contractor list for a public entity crime committed within the past thirty-six
(36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor
contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a
period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 30.  JOINT AUTHORSHIP.
This Agreement shall be construed as resulting from joint negotiation and authorship.  No
part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 31.  EQUAL OPPORTUNITY EMPLOYER.
The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal
opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors
it utilizes in providing the services required hereunder will comply with all equal opportunity
employment laws.
SECTION 32. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full CITY audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 33. USE OF CITY NAME, LOGO AND/OR SEAL

The CONTRACTOR may only use the CITY'S name, logo and/or seal with the express written permission of the City and consistent with any CITY policy related to the same.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 10th day of October, 2019.

CONTRACTOR

By: [Signature]
Print: Debra Pedone
Title: Procurement Consultant

STATE OF FLORIDA
COUNTY OF Hernando

The foregoing instrument was executed before me this 10th day of October, 2019, by [Signature], as [Title] of Paff Tree Service, LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me OR has produced identification.

[Stamp]
BETH ANN McMAHON
Commission # GG 285927
Expires December 19, 2022
Commissioner for County, City, and School Notary Services

NOTARY PUBLIC, State of Florida

Page 10 of 13
CITY OF MOUNT DORA

______________________________
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.

______________________________
Sherry G. Sutphen
City Attorney
Exhibit “A”
Scope of Services

The City of Mount Dora owns a parcel of land that was formerly part of a larger tract of orange groves. In order to comply with state guidelines and Best Management Practices (BMP) it is necessary to clear and grub the property. The total area to be cleared is approximately 13.15 acres as depicted on an aerial map attached to this Exhibit A. The City desires that the land to be cleared, rough graded to existing grade and stabilized in preparation for future development.

The scope of services shall include, but is not limited to:

1. Furnish, install and maintain all required BMPs to prevent erosion, sediment or stockpiled debris from leaving the site. BMPs shall include silt fence along perimeter, tracking prevention at site entrance and exit inlet protection within a minimum one block radius and all other required BMP to meet state and local NPDES requirements. Dust prevention measures shall be implemented.
2. Uproot and remove all orange trees and other vegetation located within the work area.
3. Mature trees of other species (i.e. oak, etc.) shall be left in place and protected from damage during clearing operations.
4. Separate and properly dispose of any irrigation pipes and infrastructure removed during the clearing. Care shall be taken not to damage adjacent property owner's irrigation. Notification shall be given immediately and repairs made to any damage.
5. Material shall be burned on site utilizing an air curtain and all other appropriate and applicable measures. Any permits required shall be the responsibility of the CONTRACTOR.
6. Remove and dispose of any items left remaining in the project area.
7. Dispose of all materials removed in accordance with state and local requirements and industry best practices.
8. The site shall be graded as close to existing grades as possible with allowance for proper stormwater runoff and cleared vegetation and foreign materials removed. Grade should prevent discharge of storm water onto adjacent parcels except where discharge was previously occurring.
9. Vegetative stabilization to be seed and hay and properly applied as per industry best practices.
10. Temporary fencing and all other installations related to demolition and temporary stabilization shall be removed once project is completed and written acceptance from the City is received.

SPECIAL CONDITIONS
1. All permits and plans required to complete the clearing and grading shall be the responsibility of the CONTRACTOR.
2. All construction and environmental testing required to complete the clearing shall be the responsibility of the CONTRACTOR.
3. Furnish and install all temporary construction fencing, posted "No Trespassing – Active Construction Site" or similar signage around the entire perimeter of the site shall be the responsibility of the CONTRACTOR.
4. It shall be the responsibility of the CONTRACTOR to create a video record of all existing sidewalks, trails, curb, roadways and other facilities surrounding the site which are to remain. CONTRACTOR shall repair or replace any damage caused to such facilities.
5. Work hours shall abide by local noise ordinance.
6. The work is adjacent to an operable water plant facility. CONTRACTOR is responsible for calling in utility locates. CONTRACTOR must use care in operating around the plant and take special care to prevent spilling any materials on the work site. CONTRACTOR shall be responsible for all costs associated with such damages.
Exhibit “B”  
Pricing Schedule

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>EXTENDED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clear &amp; Grub</td>
<td>$39,923.00</td>
</tr>
<tr>
<td>On-Site Curtain Burn Disposal</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>GRAND TOTAL</td>
<td>$49,923.00</td>
</tr>
</tbody>
</table>

Grand Total Price in Words:

<table>
<thead>
<tr>
<th>DISPOSAL OPTIONS</th>
<th>EXTENDED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chip and Haul (to nearest disposal site)</td>
<td>$N/A</td>
</tr>
<tr>
<td>Straight Load (Dig Out) and Haul (to nearest disposal site)</td>
<td>$N/A</td>
</tr>
</tbody>
</table>
DATE: October 15, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager


Introduction:
This is a request for City Council to approve Resolution No. 2019-160, increasing pumping capacity at Lift Station 38 located inside the Stoneybrook subdivision.

Discussion:
The Stoneybrook developer is moving forward with phase 3. This new phase of homes will increase sewer production with the increase in residential units. This increase will have a ripple effect with the City's existing lift stations in the area. Specifically, Lift Station 38 located inside the subdivision will be required to be upgraded to compete with the increased flows.

Lift station #38 currently has 47Hp motors for its pumps. Lift Station #38 was designed to handle the larger capacity, but requires increased horse-power motors. The new motors will be 70 Hp with pumps designed to slide into the same rail system and piping as the existing pumps and motors. The new pumps will also be controlled with more efficient variable frequency motors. Variable frequency motors ramp the pump speed up and down with flows using less electricity then a typical on/off pump. The total cost of the 2 new pumps is $52,391.00 as shown in the attachment provided by Hydra Service, Inc.

The existing 47 HP pumps will be retained and used as back-up pumps within the City's existing utility lift station network.

Staff recommends council review the purchase of the pump upgrade and take appropriate action to keep the sewer collection system in optimum condition.

Budget Impact:
A total of $361,248 was appropriated and is available within the adopted fiscal year 2019-20 budget in account number 421-5369-563.00-00-SR0805 (Water/Wastewater Fund/Construction Capital/Improvements Other Than Buildings/Lift Station Upgrades) of which a total of $150,028 was specifically appropriated for the purchase of 9 new Flygt Pumps, including the 2
pumps included in this item. The vendor has offered the City the option of purchasing (at an additional cost of $6,055 per pump) a “full 5 Year 100% Parts/Labor Warranty”. City staff recommends that the warranty option be declined at this juncture.

**Strategic Impact:**
Continue uninterrupted transmission of sewer for the health and well-being of the community.

**Recommendation** City Council approve Resolution No. 2019-160.

**Attachment(s):**

Prepared by: Ethan Hand
Reviewed by: Marilyn Douglas, Purchasing Manager  Approved - 9/23/2019
Josef Grusauskas, Utilities & Plant Operations Director  Approved - 9/23/2019
Tom Klinker, Finance Director  Approved - 10/8/2019
Sherry Sutphen, City Attorney  Approved - 10/10/2019
Gwen Johns, City Clerk  Approved - 10/10/2019
Misty Sommer, Deputy City Clerk  Approved - 10/10/2019
Robin R. Hayes, City Manager  Final Approval - 10/10/2019
RESOLUTION NO. 2019-160

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, RELATING TO THE PURCHASE OF WASTEWATER UTILITY EQUIPMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AUTHORIZATION TO PURCHASE WASTEWATER UTILITY EQUIPMENT; PROVIDING AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City operates and maintains a wastewater utility for the benefit of the citizens of Mount Dora; and

WHEREAS, Lift Station 38, located inside the Stoneybrooke subdivision, needs to be upgraded to handle the increase in residential population; and

WHEREAS, City of Mount Dora Resolution 2018-121, authorized a Piggyback Agreement with Hydra Service, Inc., for pumps, parts, equipment and repair services; and

WHEREAS, funding for this improvement is included in account #421-5369-563-00-00-SR0850, Lift Station R&R.

NOW, THEREFORE, BE IT RESOLVED BY 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. Authorization to Purchase Wastewater Utility Equipment. The purchase of wastewater utility equipment from Hydra Services, Inc., as specified in Exhibit “A” attached hereto, is hereby authorized.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as may deemed 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 purchase of wastewater utility equipment, 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 1st day of October, 2019.

______________________________
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

______________________________
Sherry G. Sutphen
City Attorney
Exhibit “A”
Specifications for Wastewater Utility Equipment
ABS Model XFP1001-CH1.368-PE520/4 submersible pump 4" discharge, 69.6 HP, 460 volt, 60 Hertz, 3 phase, with 49' power cords, with Motor Cooling Option

PUMP SELECTED BASED OFF FOLLOWING DESIGN PTS:

2 Design: 598GPM @ 188FT TDH
Pump comes with PRORATED 5 YEAR WARRANTY (Years 1-3 100% Parts/Labor, Year 4 75% Parts/Labor, Year 5 50% Parts/Labor)

2 BRACKET, 4" x 6", Dual 3" Rails, with Hardware Kit

Note: Add $6,055.00 per pump for full 5 Year 100% Parts/Labor Warranty

Hydra Service Inc. cannot accept Flygt Pumps for Trade In

TOTAL PRICE, F.O.B. JOB, FREIGHT ALLOWED $52,391.00 PLUS ANY FEDERAL, STATE OR LOCAL TAXES WHICH MAY APPLY. TERMS ARE NET 30 DAYS. PRICES ARE FIRM 30 DAYS

"HYDRA SERVICE INC TERMS & CONDITIONS APPLY" PAYMENT TERMS NET 30 DAYS

ESTMMD DELIVERY: 10-12 WEEKS AFTER RECEIPT IN OUR OFFICE OF COMPLETE APPROVED SUBMITTAL DATA AND SIGNED PROPOSAL.

THESE TERMS ARE INDEPENDENT OF, AND ARE NOT CONTINGENT UPON THE TIME OR MANNER IN WHICH PURCHASER MAY RECEIVE PAYMENT FROM OTHERS. ONE DAY OF FACTORY START-UP IS INCLUDED AND REQUIRED FOR WARRANTY. PAYMENT FOR MATERIALS WILL BE REQUIRED BEFORE THE AUTHORIZED START-UP IS CONDUCTED.

ACCEPTED DATE ____________________________ Review Date: 9/10/2019

______________________________
NAME OF PURCHASER

______________________________
REVIEWED BY HYDRA SERVICE PUMP REP.
### Pump performance curves

**XFP 100J-CH1 60 HZ**

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Reference curve</strong></td>
<td>XFP 100J-CH1 60 HZ</td>
</tr>
<tr>
<td><strong>Density</strong></td>
<td>62.32 lb/ft³</td>
</tr>
<tr>
<td><strong>Viscosity</strong></td>
<td>1.082E-5 ft²/s</td>
</tr>
<tr>
<td><strong>Testnorm</strong></td>
<td>ISO9906:2012, H1 11.6/14.6 Gr2B</td>
</tr>
<tr>
<td><strong>Rated speed</strong></td>
<td>1787 rpm</td>
</tr>
<tr>
<td><strong>Date</strong></td>
<td>2019-09-10</td>
</tr>
<tr>
<td><strong>Flow</strong></td>
<td>594.8 US g.p.m</td>
</tr>
<tr>
<td><strong>Head</strong></td>
<td>186 ft</td>
</tr>
<tr>
<td><strong>Shaft power</strong></td>
<td>48.1 hp</td>
</tr>
<tr>
<td><strong>Power input</strong></td>
<td>50.6 hp</td>
</tr>
<tr>
<td><strong>Rated power P2</strong></td>
<td>69.7 hp</td>
</tr>
<tr>
<td><strong>Hydraulic efficiency</strong></td>
<td>63.8%</td>
</tr>
<tr>
<td><strong>NPSH</strong></td>
<td>8.75 ft</td>
</tr>
</tbody>
</table>

**Note:** P1 is not including any VFD losses

---

**Impeller size**
- 368 mm

**N° of vanes**
- 1

**Impeller**
- 1-vane channel impeller

**Solid size**
- 80 mm

Sulzer reserves the right to change any data and dimensions without prior notice and can not be held responsible for the use of information contained in this software.

Spex® 4, Version 4.3.12 - 2019/06/25 (Build 259)
Motor performance curve

**PE 520/4**

**Mt. Dora - LS_38 Townhill**

<table>
<thead>
<tr>
<th>Frequency</th>
<th>PE4</th>
</tr>
</thead>
</table>

- **Rated power**: 69.7 hp
- **Service factor**: 1.3
- **Nominal Speed**: 1780 rpm
- **Number of poles**: 4
- **Rated voltage**: 460 V
- **Date**: 2019-09-10

<table>
<thead>
<tr>
<th>Symbol</th>
<th>No load</th>
<th>25%</th>
<th>50%</th>
<th>75%</th>
<th>100%</th>
<th>125%</th>
</tr>
</thead>
<tbody>
<tr>
<td>$P_2$/ hp</td>
<td>0</td>
<td>17.43</td>
<td>34.87</td>
<td>52.3</td>
<td>69.73</td>
<td>87.17</td>
</tr>
<tr>
<td>$P_1$/ hp</td>
<td>1.347</td>
<td>18.99</td>
<td>36.85</td>
<td>54.93</td>
<td>73.36</td>
<td>92.14</td>
</tr>
<tr>
<td>$\eta$/ %</td>
<td>0</td>
<td>91.81</td>
<td>94.62</td>
<td>95.22</td>
<td>95.05</td>
<td>94.6</td>
</tr>
<tr>
<td>n/rpm</td>
<td>1799</td>
<td>1795</td>
<td>1791</td>
<td>1786</td>
<td>1781</td>
<td>1776</td>
</tr>
<tr>
<td>$\cos \varphi$</td>
<td>0.04001</td>
<td>0.44</td>
<td>0.6681</td>
<td>0.7879</td>
<td>0.8436</td>
<td>0.86</td>
</tr>
<tr>
<td>I/A</td>
<td>31.51</td>
<td>40.4</td>
<td>51.63</td>
<td>65.24</td>
<td>81.39</td>
<td>100.3</td>
</tr>
<tr>
<td>s/%</td>
<td>0.05622</td>
<td>0.2745</td>
<td>0.5066</td>
<td>0.7712</td>
<td>1.059</td>
<td>1.333</td>
</tr>
<tr>
<td>M/lbf ft</td>
<td>0</td>
<td>51.01</td>
<td>102.3</td>
<td>153.8</td>
<td>205.7</td>
<td>257.8</td>
</tr>
</tbody>
</table>

Tolerance according to VDE 0530 T1 12.84 for rated power

<table>
<thead>
<tr>
<th>Starting current</th>
<th>Starting torque</th>
<th>Moment of inertia</th>
<th>No. starts per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>700 A</td>
<td>617 lbf ft</td>
<td>11.1 lb ft²</td>
<td>10</td>
</tr>
</tbody>
</table>

Sulzer reserves the right to change any data and dimensions without prior notice and can not be held responsible for the use of information contained in this software.
DATE: October 15, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution No. 2019-154, Piggyback agreement of the City of Milton agreement for utility billing services provided by ENCO.

Introduction:
This request is for City Council to approve Resolution No. 2019-154, a piggyback agreement to the City of Milton's agreement for utility billing services provided by ENCO.

Discussion:
On November 7, 2017, under Resolution 2017-160, City Council approved the piggyback of the City of Ormond Beach agreement for utility billing services provided by Municipal Code Corporation.

In December 2018, Municipal Code Corporation announced their intent to cease utility billing services and their assignment of all existing agreements to ENCO Utility Services Florida, LLC. This intent to assign would include the City of Ormond Beach agreement and the City of Mount Dora piggyback agreement.

On February 5, 2019, the City of Ormond Beach under Resolution No. 2019-35 approved the assignment of their agreement with Municipal Code Corporation to ENCO Utility Services Florida, LLC. All services to be provided and the associated rates would remain the same for the duration of the existing agreement which expires on September 30, 2019.

This request to piggyback on the City of Milton's agreement for utility billing services will provide continuity with an existing provider, ENCO, for services rendered.

As such, staff recommends a piggyback agreement of the City of Milton's agreement to maintain utility billing services through the end of the contract. Leading up to the expiration of this contract City staff will determine whether to pursue a RFP/RFQ or another piggyback contract for future utility billing services. All services and rates will remain the same for the duration of the City of Milton/City of Mount Dora piggyback agreement.
**Budget Impact:**
As contemplated in the adopted fiscal year 2019-20 budget, a total of $77,000 has been included in the General Fund Customer Service Department for costs associated with these services as follows:

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Description</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>001-5131-534.00-00</td>
<td>Other Contractual Service</td>
<td>$20,000</td>
</tr>
<tr>
<td>001-5131-542.00-00</td>
<td>Mail and Freight</td>
<td>57,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$77,000</strong></td>
</tr>
</tbody>
</table>

Assuming no changes in contract prices (although neither party has any control over the cost of postage), there should be sufficient funds included in the adopted fiscal year 2019-20 budget to fully fund the agreement.

**Strategic Impact:**
This service is imperative to the functions of the Customer Service division ensuring residents of City of Mount Dora receive their utility bill each month in a timely manner.

**Recommendation** City Council approve Resolution No. 2019-154.

**Attachment(s):**
1. City of Milton Award Letter & Bid Tabulation
2. City of Milton Assignment & Assumption of Contract

Prepared by: Matt Dickey, Finance Director
Reviewed by: Tom Klinker, Finance Director  
Sherry Sutphen, City Attorney  
Gwen Johns, City Clerk  
Misty Sommer, Deputy City Clerk  
Robin R. Hayes, City Manager

Approved - 9/26/2019  
Approved - 10/10/2019  
Approved - 10/10/2019  
Approved - 10/10/2019  
Final Approval - 10/10/2019
January 16, 2018

The Municipal Code Corporation

c/o Mr. Woody Estep
1700 Capital Circle SW
Tallahassee, Florida 32311

RE: RFP #2017.10.014 Utility Billing Services-Outsourcing

Mr. Estep:

During their meeting on January 09, 2018, the Milton City Council voted to award the “Utility Billing Services-Outsourcing” to your company. The terms and conditions of the award are contained in the bid documents that were submitted to the City of Milton by your company on December 14, 2017, which are attached herewith.

The bid documents provide for the contract term to begin on February 01, 2018 and end on January 31, 2020. At the City’s discretion, subsequent contract periods will be February 1st through January 31st, with the option to continue renewals yearly.

I have attached additional documents which require your signature and return to the City of Milton. In addition, we will need a copy of your city and/or county license and a current Certificate of Insurance for General Liability, Automobile Liability, and Worker’s Compensation with the City of Milton named as additional insured (certificate holder). Please ensure our receipt of any updated insurance certificates and/or licenses for our file.

We look forward to a continued relationship with your company. If you have any questions, please feel free to contact me at (850)983-5480.

Respectfully,

Michelle Abrahamsen
Purchasing Agent/Risk Manager

Attachments: Notice of Award (1 page)
City of Milton Proposal Sheet (1 page)
Attachment A-Public Entity Crime Form (2 pages)
Attachment B-References (1 page)
Attachment C-Non-Collusion Affidavit (1 page)
<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Address</th>
<th>Contact</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder #1</td>
<td>DATA CEN LLC &lt;br&gt; SALT LAKE CITY UT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bidder #2</td>
<td>PMSE &lt;br&gt; OAKLAND NC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bidder #3</td>
<td>CATHERIA CORP &lt;br&gt; ORLANDO FL</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Address</th>
<th>Contact</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder #4</td>
<td>Info Serv &lt;br&gt; AUBURN LA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bidder #5</td>
<td>INTL &lt;br&gt; NY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bidder #6</td>
<td>PINSIDE &lt;br&gt; IOV2018 NL</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of Services</th>
<th>Unit Price Per Statement</th>
<th>Charge for Additional Bill Inserts</th>
<th>Average Postage Per Piece</th>
<th>One-Time Programming Fee per hour (setup)</th>
<th>Programming fee for changes</th>
<th>Additional Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder #1</td>
<td>$0.162</td>
<td>0</td>
<td>$3.73</td>
<td>$150/HR</td>
<td>$125/HR</td>
<td>0.09</td>
</tr>
<tr>
<td>Bidder #2</td>
<td>$0.106</td>
<td>0</td>
<td>$3.73</td>
<td>$125/HR</td>
<td>$125/HR</td>
<td>0.09</td>
</tr>
<tr>
<td>Bidder #3</td>
<td>$0.373</td>
<td>0</td>
<td>$3.73</td>
<td>$125/HR</td>
<td>$125/HR</td>
<td>0.09</td>
</tr>
<tr>
<td>Bidder #4</td>
<td>$0.097</td>
<td>0.01</td>
<td>$0.01</td>
<td>$150/HR</td>
<td>$125/HR</td>
<td>0.18</td>
</tr>
<tr>
<td>Bidder #5</td>
<td>$0.01</td>
<td>$0.01</td>
<td>$0.01</td>
<td>$125/HR</td>
<td>$125/HR</td>
<td>0.10</td>
</tr>
<tr>
<td>Bidder #6</td>
<td>$0.005</td>
<td>0.005</td>
<td>0.005</td>
<td>0.005</td>
<td>0.005</td>
<td>0.473</td>
</tr>
</tbody>
</table>

Bids Opened By:

City Council Regular Agenda Packet - October 15, 2019
<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Address</th>
<th>Contact</th>
<th>Phone Number</th>
<th>Description of Services</th>
<th>Unit Price Per Statement</th>
<th>Charge for Additional Bill Inserts</th>
<th>Average Postage Per Piece</th>
<th>One-Time Programming Fee per hour (setup)</th>
<th>Programming fee for changes</th>
<th>Additional Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder #7</td>
<td>DATA INTEGRATORS</td>
<td>Frederick, VA</td>
<td></td>
<td></td>
<td>$0.14</td>
<td>$0.378</td>
<td>$250</td>
<td>$125/HR</td>
<td></td>
<td>$0.511</td>
</tr>
<tr>
<td>Bidder #8</td>
<td>SOUTHWEST DIRECT</td>
<td>FT Myers, FL</td>
<td></td>
<td></td>
<td>$0.123</td>
<td>$0.95</td>
<td>$39</td>
<td>$150/HR</td>
<td></td>
<td>$0.513</td>
</tr>
<tr>
<td>Bidder #9</td>
<td>MUNICORP</td>
<td>Tampa, FL</td>
<td></td>
<td></td>
<td>$0.115</td>
<td>$0.01</td>
<td>$3.91</td>
<td>$125/HR</td>
<td></td>
<td>$0.506</td>
</tr>
<tr>
<td>Bidder #10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bidder #11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bidder #12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Bids Opened By: Bidder #7 Bidder #8 Bidder #9
ASSIGNMENT AND ASSUMPTION OF CONTRACT

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACT (the “Assignment”) is executed as of December 11, 2018, between Municipal Code Corporation Inc., a Florida corporation (“Assignor”), and ENCO Utility Services Florida LLC, a Delaware limited liability company (“Assignee”).

FOR VALUE RECEIVED, Assignor hereby grants, conveys, transfers and assigns to Assignee and Assignee hereby assumes, from and after the date hereof, all of Assignor’s right, title and interest in and to that certain Agreement by and between Assignor and Milton, FL dated March 2018 (the “Contract”). Assignee hereby accepts such assignment and assumes the obligations of Assignor under the Contract which accrue and are attributable to the period from and after the date of this Assignment, but not otherwise.

Assignor hereby represents and warrants to Assignee that Assignor has not previously assigned its rights under the Contract. Assignor and Assignee hereby each represents and warrants to the other that it is fully empowered and authorized to execute and deliver this Assignment, and the individuals signing this Assignment on behalf of Assignor and Assignee hereby represent and warrant that he or she is fully empowered and authorized to do so. Assignor hereby covenants that Assignor will, at any time and from time to time upon written request therefor, execute and deliver to Assignee, Assignee’s nominees, successors and/or assigns, any new or confirmatory instruments and do and perform any other acts which Assignee, Assignee’s nominees, successors and/or assigns, may request in order to fully assign and transfer to and vest in Assignee, Assignee’s nominees, successors and/or assigns, and protect Assignee’s rights, title and interest in and enjoyment of, all of Assignor’s assets intended to be transferred and assigned hereby, or to enable Assignee, Assignee’s nominees, successors and/or assigns, to realize upon or otherwise enjoy any such assets.

Pursuant to this assignment, Assignee will honor all pricing and all terms and conditions of the Agreement with Milton.

This Assignment shall be governed and interpreted in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Contract.

ASSIGNOR: Municipal Code Corporation Inc., a Florida corporation

By: [Signature] Rick Grant, Vice President and Chief Operating Officer

ASSIGNEE: ENCO Utility Services Florida LLC, a Delaware limited liability company

By: [Signature] Ruby M. Irigoyen, Senior Vice President
RESOLUTION NO. 2019-154

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO UTILITY BILLING SERVICES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora, Florida, has determined that it is necessary to streamline the utility billing process; and

WHEREAS, the City of Milton competitively solicited and negotiated an agreement with ENCO Utility Services Florida f/k/a Municipal Code Corporation, for Utility Billing Services- Outsourcing through RFP #2017.10.014; and

WHEREAS, the City of Mount Dora desires to enter into a contract with ENCO Utility Services Florida, under the same terms and applicable conditions as that agreement executed by the City of Milton; and

WHEREAS, Florida Statutes, Chapter 287, authorizes the City to purchase goods and/or services as a cooperative purchase based on the solicitation issued by the City of Milton and agreement resulting therefrom; and

WHEREAS, pursuant to the City’s Purchasing Policy, “piggyback” purchases and contracts are permitted; and

WHEREAS, the City has determined that in this circumstance, entering into a cooperative purchase agreement with ENCO Utility Services Florida is the most economically advantageous way for the City to procure this service.

NOW, THEREFORE, BE IT RESOLVED BY 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 Agreement and Authorization to Execute. The Agreement with ENCO Utility Services Florida, attached hereto as Exhibit “A”, is approved and the Mayor or a designee thereof is authorized to execute the same.
SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the intent and 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 Clause. All prior actions of the City of Mount Dora pertaining to the cooperative purchase agreement for utility billing services, 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.

(Signatures on Following Page)
PASSED AND ADOPTED this ___ day of October, 2019.

__________________________
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

__________________________
Sherry G. Sutphen
City Attorney
Exhibit “A”
to Resolution 2019-154
(Piggyback Agreement with ENCO Utility Services Florida f/k/a Municipal Code Corporation)
AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32575, hereinafter referred to as the “CITY”, and ENCO UTILITY SERVICES FLORIDA f/k/a Municipal Code Corporation, 572 Appleyard Drive, Suite E, Tallahassee, Florida 32304, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest to make a cooperative purchase, utilizing that Agreement for Utility Billing Services-Outsourcing, effective February 1, 2018, attached hereto as Exhibit “A” and made a binding part hereof by this reference, hereinafter referred to as “Cooperative Contract,” which was competitively solicited for and negotiated by the City of Milton Florida through RFP #2017.10.014; and,

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the equipment, supplies and services required by the CITY; and,

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

SECTION 1. TERM.

The term of this Agreement shall be from the date of execution by the CITY and extend through March 1, 2021. This Agreement may be extended in the best interest of the CITY.

SECTION 2. PRODUCTS AND PRICING.

The CONTRACTOR will provide products and pricing to the CITY as set forth in the Cooperative Contract attached hereto.

SECTION 3. CONTRACT PROVISIONS.

The parties hereto agree to be bound by all of the terms and conditions of the Cooperative Contract unless otherwise modified or specified herein.

SECTION 4. NOTICE.

The parties hereto agree and understand that written notice, mailed, emailed or delivered to the last known mailing address, shall constitute sufficient notice to the CITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record with copy by electronic mail:
SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 6. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 7. CONFLICT.

To the extent that any conflict shall arise between this Agreement or any CITY issued purchase order and the terms and conditions of the Cooperative Contract, the terms and conditions of this Agreement or any CITY issued purchase order shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONSULTANT.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 9. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.
SECTION 10.  EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 11.  INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney’s fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts and shall survive termination or natural expiration of this Agreement.

SECTION 12.  AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 13.  PUBLIC RECORDS.

A.  Pursuant to Florida Statutes, Section 119.0701:

**IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY’S CUSTODIAN OF PUBLIC RECORDS:**
B. CONTRACTOR agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the CITY for the scope of this Agreement.

2. Upon request from the CITY’s custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law.

3. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.

4. Upon completion of this contract, transfer, at no cost, to the CITY all public records in the CONTRACTOR’s possession or keep and maintain the public records as required by the CITY. If the CONTRACTOR transfers all public records to the CITY upon completion of this contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request, in a format that is compatible with the information technology systems of the CITY.

(Signatures on Following Page)
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this ___ day of ________________, 2019.

CITY OF MOUNT DORA

Nick Girone, Mayor

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

Sherry G. Sutphen
City Attorney

CONTRACTOR

Ruby M. Ingoyen 10-7-19
Print: Ruby M. Ingoyen
Title: SVP Customer Services

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was executed before me this ___ day of October, 2019, by Ruby M. Ingoyen, as Contractor of ENCO Utility Services Florida, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me OR has produced ____ as identification.

(stamp)

NOTARY PUBLIC

City Council Regular Agenda Packet - October 15, 2019
Exhibit “A”
to Piggyback Agreement
(Agreement for Utility Billing Services-Outsourcing with City of Milton)
UTILITY BILL PRINTING & MAILING SERVICES
Proposal for the City of Milton Florida

municode
CONNECTING YOU & YOUR COMMUNITY
Website Design
Codification Services
Online Payments

Woody Estep - westep@municode.com - 850.576.3172 ext. 1410 - Cell: 850.545.9345
# PROPOSAL CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>COVER LETTER</td>
<td>3</td>
</tr>
<tr>
<td>QUALIFICATIONS</td>
<td>4</td>
</tr>
<tr>
<td>Company Profile</td>
<td>4</td>
</tr>
<tr>
<td>Key Staff Assigned to Project</td>
<td>5</td>
</tr>
<tr>
<td>REFERENCES</td>
<td>6</td>
</tr>
<tr>
<td>SCOPE OF SERVICES</td>
<td>7</td>
</tr>
<tr>
<td>Statement Design</td>
<td>7</td>
</tr>
<tr>
<td>Additional Programming or Design Changes</td>
<td>7</td>
</tr>
<tr>
<td>Data File Transfer</td>
<td>8</td>
</tr>
<tr>
<td>Data Processing</td>
<td>8</td>
</tr>
<tr>
<td>E-billing Services</td>
<td>8</td>
</tr>
<tr>
<td>Outbound Notifications Services</td>
<td>8</td>
</tr>
<tr>
<td>Mailing Services</td>
<td>9</td>
</tr>
<tr>
<td>Postage</td>
<td>9</td>
</tr>
<tr>
<td>Supplies and Inventory Management</td>
<td>10</td>
</tr>
<tr>
<td>Inserting Capabilities</td>
<td>11</td>
</tr>
<tr>
<td>Invoicing Procedures</td>
<td>11</td>
</tr>
<tr>
<td>Printing Facility Data Security, Storage, and Disaster Planning</td>
<td>11</td>
</tr>
<tr>
<td>Overview of Deployment Process</td>
<td>12</td>
</tr>
<tr>
<td>Overview of Day-to-Day Production Process</td>
<td>13</td>
</tr>
<tr>
<td>Quality Control</td>
<td>13</td>
</tr>
<tr>
<td>Client Responsibility</td>
<td>13</td>
</tr>
<tr>
<td>MUNICODE PRICING SCHEDULE</td>
<td>14</td>
</tr>
<tr>
<td>Initial programming and set-up one-time fee</td>
<td>14</td>
</tr>
<tr>
<td>Statement, late notices, letters etc.</td>
<td>14</td>
</tr>
<tr>
<td>Optional: E-billing</td>
<td>14</td>
</tr>
<tr>
<td>Optional: OnDemand Notification Services</td>
<td>14</td>
</tr>
<tr>
<td>Required Postage Deposit</td>
<td>14</td>
</tr>
<tr>
<td>MUNICODE AGREEMENT, TERMS &amp; CONDITIONS</td>
<td>15</td>
</tr>
<tr>
<td>REQUIRED DOCUMENTATION</td>
<td>ERROR! BOOKMARK NOT DEFINED.</td>
</tr>
</tbody>
</table>
Dear City of Milton

Thank you for the opportunity to present our utility statement printing and mailing services proposal. We are excited to help you connect with your community. Our relationship and exceptional service sets us apart within the industry. We are not a large commercial printer with the lowest pricing, but we are your long-term partner. Our innovative technology allows you to connect to your community through your codes and ordinances and now with your utility bill printing and mailing and electronic payment collection.

Why Choose Municode?

Reputation: We are proud to serve the cities in the southwest using your software vendor, SunGard.

Focus: We are solely dedicated to helping cities, such as yours, provide unparalleled services to their community’s.

Experience: We offer industry-leading utility bill presentment services exclusively for the local government. We do not print for healthcare, financial institutions, or retail clients. Currently, we process, print, insert, and mail over 10 million statements for over eight-five municipalities.

Quality: Our clients trust that we mail their statements in a timely manner and are always correct. Our Quality Control (QC) process includes equipment such as scanners, optical readers, and manual checks to ensure that statements are accurate.

24-Hour Statement Turnaround: Your revenue stream is important to us, so your statements reach the USPS within 24 hours or the next USPS business day.

Superior Customer Service and Relationships: We believe customer service is not a department, but an experience. We carefully listen to your concerns and current efforts to provide you with custom tailored solutions. We pride ourselves in our brief response time which is normally a few minutes for inquiries via e-mail or within the half-hour for phone calls.

Tomorrow’s Technology, Today: We offer an EBPP Platform with mobile applications such as Pay-by-Text, text statement notifications, voice reminders, Pay-by-phone options, and customer self-management. We can add these services as your municipality grows.

Custom Developed Solutions: The strength of our offering is not only the product itself, but also our ability to help you meet your goals. We help you design the right bill statement to cut staff calls, to provide conservation messaging, to create efficient payment processing, and to increase adoption rates for paperless billing or electronic payments. Also, we offer additional services like a mobile-optimized electronic payment platform or an industry-leading municipal website design with full content management features.

I will serve as the primary contact regarding your response. Please let me know if you have any additional questions, comments, or concerns. Thank you again for your consideration.

Sincerely,

Woody Estep
Bill Presentment & Mailing Services
850.576.3172 ext. 1410 / Cell: 850.545.9345
westep@municode.com
QUALIFICATIONS

Company Profile

Municode’s mission is to connect public sector organizations to their communities. Whether it's through custom website design, our online payment portal, the legal codification process, or our robust suite of online legislative search tools, our goal is to provide local government agencies products and solutions that promote transparency, efficiency. Our services enable organizations to more effectively serve their staff and their communities.

Municode has been in business for over sixty-five years and partners with more than 4,200 government agencies across all fifty states. Municode is a privately-owned corporation and is financially sound with no debt. Our leadership is focused on improving Municode through investments in people and technology. Our culture is conducive to long-term employees. This makes for an experienced and stable workforce, so our clients can establish a long-term partnership.

Headquartered in Tallahassee, Florida, our facility includes three buildings, totaling 46,000 square feet, and employs approximately 171 employees. We have regional offices in Loveland, Colorado; Blaine, Minnesota; Chapel Hill, North Carolina; Fort Worth and Edinburg, Texas; Charlottesvile, Virginia, and Seattle, Washington.

Corporation Name: The Municipal Code Corporation
Incorporation Date: March 1951, In the state of Florida
Main location: 1700 Capital Circle SW
Tallahassee, FL 32310
Phone: 800-262-2633 or 850-576-3171

# of employees: 176
FEI/EIN Number: 59-0649026
Mailing Address: PO Box 2235
Tallahassee, FL 32316
Email: info@municode.com

4,200 Municipal Clients
66 Years Serving Municipalities
180 Million Citizens using our solutions
Key Staff Assigned to Project
In 2007, Municode began providing bill presentment and payment solutions exclusively for local governments upon our cities’ requests. Currently, we present over 10 million statements annually for over hundred different local municipalities. Municode utilizes high-speed digital press technology by printing industry leaders Oce / Konica and Pitney Bowes inserters. All data processing, postal sortation, inventory management, printing, inserting, and related support services in the rendering of bill statements, invoices, and notices is performed at our headquarter facility located in City of Tallahassee. This enables us to control each project from beginning to end with all key staff. We are available to answer questions during any phase of the project to assure quality control.

Municode is a family owned, medium-sized business. Our clients receive a level of personal service unparalleled in the industry. We believe customer service is not a department, but an experience. We carefully listen to your concerns and provide custom-tailored solutions for your organization. Also, our size allows us to provide technological resources smaller firms cannot offer and larger firms do not offer. We do not work with healthcare, financial intuitions, or retail clients. We have earned our reputation because we offer helpful suggestions and solutions for your unique situation based on our experience. We are available by email and phone during normal business hours of 7 am to 6 pm EST. All voicemail and email is forwarded to a mobile phone for extended emergency after-hour service. We can provide any initial or ongoing training in person or by webinar. He can help your municipality with any future needs with any of the Municode family of products and services.

**Woody Estep:** General Manager, B.S. Finance from Florida State University. Key responsibilities include strategic decision-making, product development, and client consultation. He has over 19 years of experience creating, developing and leading customer service, client account management, sales and operation departments in the billing, collection, and lending industry.

**Shann Edmonds:** Director of Client Services, USPS Certified Mail Specialist, has over 23 years of bill presentment and mailing services including experience in accounting, finance, purchasing, customer service, printing, mailing, quality control, inserter operations, and proof reading. She has been with Municode for over 8 years.

**James Gager:** Lead Developer, 12 years of experience in data programming / developing. He has lead the deployment and implementation of over 50 municipalities' utility bill presentment projects for Municode. He has been with Municode for 9 years.

**Philip Woeckener:** Data Processor Specialist, B.S. in Communications from Florida International University. 20 years of experience working in all aspects of the direct mail industry, including management, data processing, and as a liaison to the US Postal Service. He has been with Municode for 6 years.

**Kevin Ash:** Production Floor Supervisor, 25 years in the electronic print industry, and 9 years of specialized utility bill statement fulfillment. He has been with Municode for 31 years.
REFERENCES

Providing Utility Bill Presentation Services Since 2007

We believe customer service is not a department, but an experience. Our focus on service begins with you. We carefully listen to your current concerns to provide custom-tailored solutions to your organization.

We only work with municipalities and utilities. But don't just take our word for it. Talk to some of our clients:

- **Miramar, FL** - Since 2013
  - 2300 Civic Place, Miramar, FL 33025
  - Paul Samuels: (954) 602-3505 psamuels@miramarfl.gov
  - 38500 bills, Tyler Tech-Encode

- **Pompano Beach, FL** - Since 2013
  - 100 W. Atlantic Blvd, Pompano Beach, FL 33060
  - Kyle McPhail: (954) 786-4637 kyle.mcphail@copbfl.com
  - 16900 bills, SunGard software, multi-line fixed file

- **Seacoast Utility Authority** - Since 2012
  - 4003 Hood Rd, Palm Gardens, FL 33410
  - Bonnie Evans: (561) 827-2900 ext 331 bevans@suac.com
  - 32000 bills, Harris software, multi-line fixed file

- **Hialeah Gardens, FL** - Since 2015
  - 1001 NW 57th Ave, Hialeah Gardens, FL 33016
  - Michelle Navia: (305) 558-3017 mnavia@cityofhialeaghgardens.com
  - 3500 bills Tyler Tech - Fund Balance single delimited file

- **Delray Beach, FL** - Since 2012
  - 100 NW 1st Avenue, Delray Beach, FL 33444
  - Lisa Hartman - 561-243-7119 - hartman@mydelraybeach.com
  - 22,200 bills - multi-line delimited file

- **Broward County, FL** - since March 2016
  - 2555 Copans Rd, Pompano Beach, FL 33069
  - Jonathan Allen: 954-831-0747 jkallen@broward.org
  - 176,100 bills

- **Surfside, FL** - Since 2011
  - 9293 Harding Ave, Surfside, FL 33154
  - Mayte Gamioeta: (305) 861-4853 mgamioeta@townofsurfsidefl.gov
  - 1,700 Bills

- **Sarasota, FL** - Since 2011
  - 1761 12th St (Utility Billing Office), Sarasota FL 34236
  - 20,250 bills - SunGard HTE multi-line delimited text file
  - Mike Healy - 941-329-6120 - micheal.healy@sarasotagov.com

- **Edgewater, FL** - Since 2015
  - 104 N. Riverside Drive Edgewater, FL 32312
  - John McKinney; (386) 424-2400, jmkcineky@cityofedgewater.org
  - 10,000 bills - SunGard Software, multi-line fixed file

- **Fort Meade, FL** - Since 2007
  - 8 W. Broadway ST, Fort Meade, FL 33550
  - Mel Parker: (863) 285-1100, jmparker@cityoffortmeade.com
  - 3000 bills, ADG, Single stacked

- **Haines City, FL** - Since 2012
  - 620 Eats main St. Haines City, FL 33844
  - Kari Giddens: (863) 421-3600 kngiddens@hainescity.com
  - 9400 Bills, ADG, Multi-line delim

- **Dunedin, FL** - Since May 2016
  - 250 Milwaukee Ave, Dunedin, FL 34698
  - Paul Stanek: 727-298-3256 pstanek@dunedinfl.net

- **Margate, FL** - Since 2015
  - 5790 Margate Blvd, Margate, FL 33063
  - Jackie Earle: (954) 972-6454 ext 310
  - 18,000 bills, SunGard, multi-line fixed file

- **Oakland Park, FL** - Since 2007
  - 3650 NE 12th Ave, Oakland Park, FL 33334
  - Robin Butler: (954) 630-4283 robinb@oaklandparkfl.gov
  - 9700 bills, Tyler Tech-Munis, multi-line XML

- **Coconut Creek FL** - Since 2007
  - 4000 W. Copans Rd, Coconut Creek, FL 33063
  - Patricia Bryan: (954) 973-8770 pbyran@coconutcreek.net
  - 12600 bills, SunGard HTE, Single line, fixed

- **Palm Springs, FL** - Since 2011
  - 226 Cypress Ln, Palm Springs, FL 33461
  - Sandy Delaney: (561) 965-5770 sdeleane@ycpsfl.org
  - 12600 Bills Tyler Tech, single fixed

- **Deland, FL** - Since 2008
  - 120 South Florida Ave, Deland, FL 32720
  - Kevin Lewis: (367) 626-7000 lewis@deland.org
  - 14200 Bills, Springbrook, multi-line

- **_ylim-ocka, FL** - Since 2009
  - 780 Fisherman St. Opa-locka, FL 33054
  - Gladys Elliot: (305) 953-2868 g Elliot@opalockafl.gov
  - 5000 bills, SunGard, multi-line

- **Ormond Beach, FL** - Since 2015
  - 22 South Beach St. Ormond Beach, FL 32174
  - Dan Stauffer: (367) 676-0311 dan.stauffer@ormondbeach.org
  - 23000 bills, SunGard HTE, Multi-line fixed

- **Bradenton, FL** - Since 2008
  - 1411 5th St. West, Bradenton, FL 34205
  - Lance Williams: (941) 932-9433 lance.williams@cityofbradenton.com
  - 14800 bills, Tyler Tech-Eden, multi-line XML

- **Zephyrhills, FL** - Since 2008
  - 5335 8th St. Zephyrhills, FL 33542
  - John Bostic: (813) 780-0008 jbostic@cityofzephyrhills.us
  - 9500 bills, Springbrook, multi-line

- **Okeechobee Utility Authority Since 2007**
  - 10075 NW 5th Ave, Okeechobee, FL 34974
  - Lynn Lown: (863) 657-9000 ext 217 lynlowe@ouaff.com
  - 9300 bills, Springbrook, multi-line

- **Plant City, FL** - Since 2008
  - 302 W. Reynolds ST, Plant City, FL 33564
  - Denise McDaniel: (813) 659-4204 dmcdaniel@planlcitygov.com
  - 10600 bills, ADG, Multi-line delim

- **Lantana, FL** - since April 2016
  - 500 Grayolds Circle Lantana, FL 33462
  - Stephanie Kaplan: 561-540-5035 skaplan@lantana.org
SCAPE OF SERVICES

Currently, we print and mail over 10 million statements annually for over seventy-five local government utilities. Municode utilizes high-speed digital press technology by printing industry leaders Oce / Konica and Pitney Bowes inserters. All data processing, postal sortation, inventory management, printing, inserting, and related support services in the rendering of bill statements, invoices, and notices is performed at our headquarters in the City of Tallahassee. We control each project from beginning to end. We are available to answer questions during any phase of the project to assure QC.

Statement Design
Municode’s leadership has over sixty years of combined experience in providing statement-processing services and they understand the importance of statement design and accuracy. We can reproduce your exact current bill or help you redesign a completely new statement.

Municode works with your staff to identify areas of your billing statement that can be clarified to minimize inquiries to save you money on customer service costs. You can keep the features you liked about your old statement and add new features like a bar chart for historical usage, customized message areas, different sized fonts to enhance readability, bar coding for cost-efficient payment processing, or QR scan codes to direct customers to an online payment site. Then, we design a two-sided billing statement with an appropriate scan line for remittance processing, message areas, a usage bar chart, or graph (if requested by client), and the client’s logo. Also, our technology has the ability to print multiple meter accounts on one page.

Statements will be color printed on a blank form. Our forms are 8 1/2” x 11” 24lb bond, 92 Bright White paper with a perforated tear off return stub located at the bottom or the top. Our 24lb bond paper stock forms are specially manufactured to process through printing, folding, and inserting without issue to the integrity of the form, but still separates easily for the customer. The back of the statement form can be designed to include grey scaled messaging anywhere both above and below the perforated return stub.

The return stub can include the customer’s account number, name, mailing address, bill date, amount due by due date, amount due after due date, amount paid, and an Optical Character Recognition (OCR) scan line that conforms to the client’s and USPS lockbox specifications. The scan line can be automatically programed to include the customer account number, dollar amount owed, applicable check digits, and payment restriction indicator. The brightness of the paper form allows for a superior contrast ratio of paper to print to ensure reliable OCR scanning.

Municode can accept automated messaging from the utility billing data extract file that has been pre-mapped to a pre-determined messaging area of the utility bill statement during the design and implementation phase of the project or can be emailed directly to us prior to the processing of the cycle. The message is then placed in the pre-determined messaging area of the statement.

Additional Programming or Design Changes
When requesting additional or design changes, we operate as if we were in an office down the hall. After assessing the scope of the requested changes, we communicate with you any charge associated with reprogramming requests before starting any work. We take immense pride in not nickel and diming our customers, but only charging for services when necessary. All changes are initiated, tracked, and managed through your direct point of contact, your assigned account manager. They manage the project and organize the appropriate staff to complete the project and keep your statements on schedule. All modifications to production processes, programs, files, resources, etc. are controlled by the change management process and tracked via our CRM system. External changes will require the client’s approval prior to implementation.
Data File Transfer
We make the process of sending us the files as easy and secure as possible. Municode can receive billing files 24 hours a day, seven days a week, and multiple files can be sent daily. All data files are transferred using our secure cloud-based transfer site. This data/file sharing service offers top-level, end-to-end encryption with military grade 256-bit encryption during transfer and at rest. Users can connect and transfer files and folders securely using SFTP, FTPS, and FTPES. Other security features include password authentication, application firewalls, secure FTP connections, and custom file and folder access permissions. We send email notifications confirming that verify the successful data upload and good data which is then sent to the appropriate client's staff. We will set up the FTP site and train you to use it in person or via web conference, whichever you prefer. This same FTP site can be used to track the progress of your job and to approve proofs.

Data Processing
We integrate with over forty different billing platforms including Tyler Tech, Harris, SunGard Software, Cogsdale, Springbrook, New World, Black Mountain, Diversified Billing, Advanced Utility, Caselle, BS&A, ADG, CSI, QSI, ATS, TBS, and several proprietary built billing platforms. We can accommodate any raw data formats such as field delimited, comma delimited, XML, XSL:FO, AFP, PCL, and PDF. We can handle your data.

E-billing Services
We work with your municipality to provide to best solution that fits within your county's goals and existing platform. We can provide a bounceback report after every ebilling cycle.

There are two main types of e-billing solutions:
1) The e-billing enrollment process and delivery is managed through our Orbipay platform. The customer is emailed a custom message with a link to click on and view an exact copy of the printed bill.
2) The e-billing enrollment process is handled by the municipality and from the data each cycle we send a custom email message with an attached exact copy of the printed bill and any insert that was included with the paper statement.

Outbound Notifications Services
Our notifications can be sent via Email, text message, or automated outbound IVR and relieve you of the time-consuming and often stressful task of reaching everyone on your list individually.

First, you specify the type of notification. For example, if the customer has an email address, then you may want to send the notification by email. If they only have a cell phone number, then you may want to send a text message. If they have a landline, then a IVR notification.

Next, set the notifications schedule. You may only need them once each month or you may need to send notifications for each billing cycle. You set the frequency based on your needs.

Finally, submit your notification list to us, but with a special file name. The file name starts the process. We send the notices out based on your requirements within 24 hours.

Examples of the notification types are as follows:

Email: This is the City of ________ with a reminder. Your water bill must be paid by 6PM on Monday July 31st to avoid additional fees and possible service interruption. To pay your bill online visit our website at http://www.________.org and click on "Pay My Bill" at the bottom of the home page.

Text: City of ________ with a reminder. Your water bill must be paid by 6PM July 31st to avoid additional fees & possible service interruption. Reply STOP to opt out.

IVR: This is the City of ________ with a reminder. Your water bill must be paid by 6 PM on July thirty first to avoid additional fees and possible service interruption.
Mailing Services

The Municode postage reduction strategy can reduce your undeliverable mail and postal costs by as much as 30% each year. We provide you with tools that ensure every piece of mail is postal-qualified. This keeps you on top of ever-changing Postal Service technology. Municode is a manifestailer, so every piece of mail receives a unique piece ID ensuring we account for and deliver every statement to the USPS. Also, we are certified by the USPS for optional procedures. All mail pieces are sent at the lowest possible postage first-class qualifying rate taking full advantage of automated USPS discounts. Municode processes all mail through a certified USPS presort software routine utilizing P.A.V.E. (Presort. Accuracy. Validation. Evaluation.). This procedure determines sorting accuracy to group and sort multiple plans based on similar mailing instructions which improves the accuracy of carrier route, five-digit zip, zip plus four and delivery point codes, and CASS (Coding. Accuracy. Support. System.). This attaches and interfaces with the barcode and zip +4 extension to get the USPS discount for automation. For additional postage cost savings, Municode performs “House holding” grouping and a National Change of Address (NCOA) updating service.

House holding is the process of grouping multiple account statements, that are intended for the same individual for the mailing address, and bundling them into one envelope. This ensures the owner receives all the documents required, but with the convenience of only one envelope and one postage cost included.

National Change of Address (NCOA) updating service compares your billing addresses against the USPS NCOA database. Statements that would otherwise be returned or rerouted due to a change in address are identified and corrected saving you on both postage and labor. NCOA services are available for an additional fee.

Mail Delivery

The completed billing statements are delivered to the USPS Tallahassee Sectional Center Facility at 2800 S. Adams Street located approximately 4.72 miles away from our production facility. The USPS First Class Mail Service Standard is delivery to the address within 2-3 days. We have a large group of your neighbors that we provide mailing services for and have no issues with the timing of the bill arrival. Please feel free to contact any of them.

Postage

All pieces are sent out using the Municode indicia (USPS mail permit). Municode requires that the client provide an initial postage deposit two week prior to the scheduled mailing deployment date. The recommended deposit amount is calculated on expected volumes and listed in the Municode Pricing Schedule. Upon termination of the Agreement, Municode shall return to the client any used deposit amounts after payment of all services and postage have been received.

After the initial deposit, we will include the postage due on your regular billing cycle invoice approximately 5 days after the mailing of your cycle. Paying promptly will ensure that you have a postage available ahead of the next mailing avoiding any delays for lack of postage.
Supplies and Inventory Management

We are selective in choosing our business partners. All paper suppliers are "Tri-certified" in support of sustainability. This is a Chain-of-Custody certification, which is a commitment to responsible forest management practices and environmental stewardship in all levels of production. This is good for you, your customers, and the environment. We utilize a green process that is more environmentally friendly than post-consumer recycled materials. We will maintain a sufficient supply of statement forms and envelopes to ensure an uninterrupted supply for printing requirements. These materials are included in the cost of bill printing. To achieve volume discounts on forms, envelopes, and other pre-printed materials that are produced for the client, we will purchase or produce up to a three-month supply of these items in advance. There is no additional charge for inventory management of these materials or inserts dropped shipped to our facility for inserting.

Statement Forms

Our 24lb paper statement forms are specially manufactured to process through printing, folding, and inserting without issue to the integrity of the form, but still separate easily for the customer. Specifications: 8 ½" x 11", 24 lb., 92 White Xerographic quality paper with built-in curl control, .0046 Thickness, 140+/40 Smoothness, long grain, and 30 TPI horizontal micro perforation 3 ½” from bottom of page. Statement forms may be pre-printed with color logos, boxes, shaded areas for messaging, etc.

Billing Statement Outgoing Envelope

Municode utilizes a large single (pistol style) window #10 security tinted envelope to allow for maximum customer flexibility. The client's logo, return address, outgoing address, bar coding or special messaging such as "Statement Enclosed" can be printed on the statement and viewed through the window envelopes. These #10 envelopes can accommodate up to five pages without exceeding the 2oz first class postage.

Return Envelope

Municode utilizes a standard #9 envelope with security tint. The envelope features a window that allows the return portion of your statement to show through with your information and pre-printed 12-digit barcode, so you get your payment back faster. This return envelope meets all USPS requirements and is compatible with the bulk letter opening machines used by your remittance-processing department or lockbox vendor. Municode can suppress the insertion of a #9 reply payment envelope based on the client's selection and logical indicators in the billing data file. Custom envelopes are available for an additional cost.
Inserting Capabilities

Municode utilizes high-speed industry leading Pitney Bowes inserter equipment and can accommodate paper sizes ranging from 8 1/2 x 3 to 4-page newsletter. Our infrastructure allows us to manage which cycles and customers receive a specific insert (selective inserting) whether by account type, geographical location, zip code, etc.

The client has the option of either providing the inserts or contracting with Municode Creative Services to provide inserts. Inserts provided by the client are required to meet Municode’s inserting equipment specifications (please verify with us ahead of time on the specifications of the insert). Municode customers enjoy a convenient, competitively-priced, and full-service in-house graphic design and printing service. We can help the design of any other municipal special mailer, invoice, rebate check, insert, or notice that needs to be printed and mailed.

Invoicing Procedures

Within three days of each cycle production run, the client will receive an itemized invoice by services utilized accompanied by a Mail Sort Summary Report detailing the number of statements mailed with the amount of postage paid. Invoices can be sent by mail, email, or both.

- Statements processed with #9
- Statements processed without #9
- Any additional Inserts Inserted
- Outsorts
- Heavies
- House holding Mailings
- Late notices
- NCOA
- E-Bills Processed

Printing Facility Data Security, Storage, and Disaster Planning

Municode shall not use computer billing data for any purpose other than the work agreed upon and shall destroy all computer billing data upon the termination of the contract either at the end of its natural term or if cancelled. Access controls are in place that require individual’s authentication with unique credentials. We use enterprise grade security devices/practices/positioning:

- We use Palo Alta next-generation firewalls to protect the perimeter of our network
- Symantec Enterprise Anti-Virus is deployed to all our desktops and servers
- We utilize Mimecast for hosted anti-spam and email continuity
- All web-facing sites or solutions are hosted in a secure, PCI compliant datacenter
- Users are required to change their passwords once every six months
- All employees have access only to the systems they need to fulfill their particular role
- We perform full background, credit, and drug checks/tests on all our employees
- We use a secure shred vendor to ensure that excess hard copy materials are disposed of properly.

Municode has a 90-day retention policy of keeping clients’ data. We take nightly snapshots of all data on every server and replicate it between our two data centers. After the 90-day retention period, the data is moved to our hardened back-up site for a period of no less than 3 (three) years.

Any disruption in service can have major balance sheet ramifications. While Municode has never had to implement a disaster recovery plan in a live environment, we place great importance on maintaining and testing a successful strategy every year. We are confident that we have the necessary measures in place to recover from a range of small to large-scale operational disruptions. Municode maintains a comprehensive Disaster Recovery Plan, which includes a designated recovery team, and a process that aims to restore all business-critical IT and printing functions within 48 hours of a disaster declaration. Safeguards include:

- Emergency gas generator
- Emergency backup inventory stored in secure ocean going shipping containers for protection
- Data replication and backup
- Two backup printing facilities for full geographic redundancy should one of the sites become inaccessible.
- Redundant equipment
- Remote access
Overview of Deployment Process

One of the biggest benefits of choosing Municode is the transition. We do all the heavy lifting. Municode will provide personal training in your office or via webinar per your choosing. Training on our systems is minimal because we do all the processing and production work every billing cycle. All you must do is send us the raw data and approve the proof each cycle. It is that easy. Once the contract is finalized, we will schedule an initial project meeting to review the timeline and process.

The deployment process typically takes 30 days to complete with minimal resources or requirements from the client. The client's responsibility and the key to a smooth on-time deployment is to provide the initial information and to approve proofs quickly. This timeline can be adjusted to shorten or lengthen the deployment process to accommodate any exceptional circumstances the client may need. A typical project consists of a team including a Project Manager, Lead Developer, and Production Lead. The Project Manager is the single point of contact responsible for integrating all services and material through project completion. The Lead Developer is assigned to understand the aesthetic and technical details and requirements. They work closely with both the client and the Project Manager.

The deployment process consists of 6 steps:

1. Pre-Development Information Gathering
   1. Client Deployment Questionnaire: helps determine what you, the client, are looking for in a bill statement
      - If you were going to utilize your existing design, email pdfs of the front, back, and detail any new features or changes you would like to implement. (This includes the backside of statements, the layout of late or delinquent notices etc.)
      - If you would like to explore a new design or changes, let us know and we will contact you to start the design process by sending samples of some our existing designs. Determine the right set of bill features (Payment processing barcoding, QR scan code for online electronic portal, usage graphs for conservation, etc.) that will help you achieve your goals.
   2. High Resolution copy of the client's logo (minimum 300 dpi)
   3. Sample of billing software data file (i.e. field delimited, comma delimited, XML, AFP, and PCL)
   4. Data map from your billing software

2. Deployment meeting: Our deployment process begins with a meeting, either in person, webinar, or conference call. We will discuss the time frame that you are looking to meet and the specifics of your billing process such as how we should handle client accounts, credit finals, large commercial accounts, adjustments, unique service codes, and other specific features we will need to look for in your data. Also, we will discuss general formatting desires for the utility and final bills and auto-payment options offered (direct deposit and bank draft based on RFP).

3. Statement Design and Approval: Once we have completed initial development, we will send you PDF proofs along with a list of questions/concerns we might have regarding your bills. We will implement changes based on your feedback and provide new proofs as needed until the statements are set up exactly how the client would like them.

4. Billing Data Integration/Mapping: This is an internal process where we take a data extract and map on the designed statement where the billing data should appear on the statement. After this has been completed, we will send sample proofs to your staff for review and approval. We recommend and coordinate testing on payment remittance processing and barcoding. In addition, all USPS barcoding is tested and validated in this step.

5. Testing (Parallel Processing) and cycle processing training: Once the statements are in a semi-final state, we will ask that you send complete, live cycle files that we can process along with your live statements so that you can compare them and make sure that everything is processing correctly. For cycle processing, training can be provided in person or online in a matter minutes. It really is that easy. We want you to feel completely comfortable before we “Go Live”.

6. "Go Live” Deployment: The last step should be the easiest: you’ll send your first live cycle file to us, we’ll process it, provide you with proofs, and make any last-minute changes required. Once everything is correct, we will print and mail your billing statements.
Overview of Day-to-Day Production Process

We know how important your revenue stream is. We understand that you place your trust with us to ensure your statements go out in a timely manner and are always correct. Statements reach the USPS within 24 hours or the next available day the USPS is open for business of our receipt of your data file and approval of statement proofs. If incorrect data is received, data will be processed within 24 hours of the resubmitted correct data. Some companies force their customers to log on to their system to check status of their statements. At Municode, we proactively notify you and your staff as your bill cycles move through the process through email alerts. You can login at any time to our FTP site to check the status and review your files for approval. Overview of daily production process:

Step 1  Client Uploads data files to Municode and sends email that the files are ready for processing and the anticipated volume.

Step 2  Client receives automatic email confirmation from Municode that the files were received and processing has begun.

Step 3  Client approves posted proofs. Once statements have completed processing, you will receive another email from our Operations Department notifying you that your statements are available for download at our transfer site. Statement printing will be held in Operations until a notification of release is provided. At that time, statements are released to Production for printing and inserting. Included in the zip file will be your statements, any out sorted statements, and USPS paperwork (Form 3600-R) indicating the number of statements electronically for printing, as well postage breakdown, the CASS/PAVE address error report, and the NCOA processing summary report detailing all address changes. Any statements that have been flagged for issues will be available here for review.

Step 4  Client receives email that processing is complete and awaiting approval. Client downloads bill statement PDF proofs and USPS mail reports from our FTP site. After reviewing, client sends email approving release for printing and mailing.

Step 5  Once we receive your approval email, bill files are released for printing and inserting. Municode emails the client that production is complete and the statements have been delivered to the USPS. Attached to the email notification is your Municode job ticket, which provides details of completed billing statements processed.

Step 6  The completed billing statements are delivered to the USPS Tallahassee Sectional Center Facility at 2800 S. Adams Street located approximately 4.72 miles away. Mail is picked up and delivered daily according to the USPS holiday schedule.

Quality Control

At Municode, the statements we send are of the highest quality and accuracy. You place your trust in us to ensure your statements are on-time and accurate. Our QC process includes both high-tech equipment such as scanners and optical readers in addition to manual checklists to ensure accuracy. Also, we reward our employees for catching quality issues. Sampling and quality control checks are performed:

- During pre-and post-processing: Verify uploaded data files for correct volumes, data integrity, and read errors. If any errors are detected, the client is notified immediately and establish retransmission of the data.
- During production: Verify statement integrity, print quality, inserts, USPS standards, messages, and correct setup.
- Post production: Verify statement volumes, print quality, statement integrity, USPS standards including computerized, and staff verification of volumes processed, printed, inserted and mailed. We cross check all amounts and mail pieces.

If a quality error is detected during pre-production processing or print production, the workflow is immediately stopped. First, the scale of the issue is determined. Second, the client is notified of the issue and the resolution. After, the appropriate corrections are made the cycle is reprinted. If the issue received is data related, we work with the client to help find the quickest resolution to complete the statements in the shortest timeframe possible.

Client Responsibility

- Ensure postage funds are available prior to scheduled mailing date.
- Provide an explanation of billing record layout or mapping document to Municode.
- Review and approve design of billing statements. Client must approve billing statement layout at least 3 (three) weeks prior to deployment date. If not, an additional surcharge on the initial order of preprinted forms may apply.
- Approve parallel testing once completed to ensure statements meet expectations.
- Transmit data files to Municode’s cloud-based data site
- Approval and quality check on processed billing statements ready for printing and mailing.
- Meet USPS “NCOA” and “Move Update” requirements (unless done through Municode). If done through Municode, client agrees to update their records to match per USPS requirements.
- Provide Municode insert specifications to client’s insert vendors (if other than Municode).
## MUNICODE PRICING SCHEDULE

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Cost Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Initial programming and set-up one-time fee</strong></td>
<td>$500 / one time&lt;br&gt;Waived for being existing Municode client</td>
</tr>
<tr>
<td>- Initial Statement design</td>
<td></td>
</tr>
<tr>
<td>- Initial data mapping</td>
<td></td>
</tr>
<tr>
<td>- Data transfer site set up and training</td>
<td></td>
</tr>
<tr>
<td><strong>Manually Message Changes (per message)</strong></td>
<td>$25 / change</td>
</tr>
<tr>
<td><strong>Additional or re-programming changes per hour</strong></td>
<td>$125 / Hour</td>
</tr>
<tr>
<td><strong>Statement, late notices, letters etc.</strong></td>
<td>$.115 / statement&lt;br&gt;<strong>Statement Volume Pricing</strong>&lt;br&gt;25,000 or greater = $.105&lt;br&gt;15,000 - 24,999 = $.11&lt;br&gt;10,000 - 14,999 = $.0115&lt;br&gt;5,000 - 9,999 = $.0125&lt;br&gt;2,000 - 4,999 = $.0135&lt;br&gt;0 - 1,999 = $250 min. Flat Fee</td>
</tr>
<tr>
<td>- Duplex printing of variable data and color highlighting statement elements on the form with grey scaled printing of stagnant messaging on back of form</td>
<td></td>
</tr>
<tr>
<td>- 8½x11 white 24lb. pre-printed color form with 3⅝&quot; perforated return stub</td>
<td></td>
</tr>
<tr>
<td>- Standard Municode #10 White single pistol window with security tint 20lb envelope</td>
<td></td>
</tr>
<tr>
<td>- Standard Municode #9 White single window with security tint 20lb reply envelope</td>
<td></td>
</tr>
<tr>
<td>- All required data processing including CASS/PAVE certification</td>
<td></td>
</tr>
<tr>
<td>- Generation of online proofs for approval prior to production</td>
<td></td>
</tr>
<tr>
<td>- Folding, inserting and delivery of statements to USPS</td>
<td></td>
</tr>
<tr>
<td><strong>Reduction in cost for suppression of #9 Return Envelope</strong></td>
<td>$.01 / statement&lt;br&gt;Additional Statement pages&lt;br&gt;.04 / additional page&lt;br&gt;Special handling charge for householding, outsorts, or pulled statements&lt;br&gt;.04 / statement&lt;br&gt;Inserting fees for additional advertising flyers/buck slips/newsletters/notices/etc.&lt;br&gt;.01 / insert&lt;br&gt;<strong>Minimum Charge</strong>: This charge is not in addition to regular statement pricing. It means that if the total printing per statement cost for the day is less than $50, we will charge a $50 flat rate to cover fixed costs.</td>
</tr>
<tr>
<td><strong>Optional: NCOA (National Change of Address)</strong></td>
<td>$.01 / statement</td>
</tr>
<tr>
<td><strong>Optional: Ebilling</strong></td>
<td>.10 / statement</td>
</tr>
<tr>
<td>custom email message with an attached exact copy of the printed bill and any insert that was included with the paper statement</td>
<td></td>
</tr>
<tr>
<td><strong>Optional: OnDemand Notification Services</strong></td>
<td>$125.00 / per month&lt;br&gt;$0.28 / message&lt;br&gt;$0.25 / message&lt;br&gt;$0.38 / message</td>
</tr>
<tr>
<td><strong>Monthly Notification Service Access Fee</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Text Notifications Fee</strong></td>
<td></td>
</tr>
<tr>
<td><strong>By Voice Notifications Fee</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Initial Postage Deposit</strong></td>
<td>$6,881.60</td>
</tr>
<tr>
<td>Municode will require that the client provide an initial postage deposit two week prior to estimated deployment mailing date. Upon Termination Municode shall return any unused postage deposit amounts to client after payment is received for any printing and mailing services. we will include the postage due on your regular billing cycle invoice approximately 5 days after the mailing of your cycle.</td>
<td>11,000 (estimated statements/notices) @ $.391 (estimated pre-sorted USPS rate) = $4,301&lt;br&gt;Estimated Monthly Postage - Recommended 2 months postage deposit = $8,602</td>
</tr>
</tbody>
</table>
MUNICODE AGREEMENT, TERMS & CONDITIONS

MUNICIPAL CODE CORPORATION, a corporation duly organized and existing under the laws of the State of Florida, herein referred to as Municode, hereby offers billing services for Milton Florida herein referred to as Client.

Municode agrees to provide Client services defined in this proposal herein and at pricing contained in the Municode Pricing Schedule. The Client agrees that Municode shall be its exclusive provider of these goods and services during the term of this agreement. Any of the services or goods listed in the Additional Services Section may be obtained by your municipality with this purchasing vehicle.

1. INTEREST - Municode presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. In the performance of this contract, no subcontractor or person having such an interest shall be employed. To the best of our knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the Client. It is expressly agreed that in the performance of the services required under this contract, Municode, and any of its subcontractors or employees, shall at all times be considered independent contractors and not agents of the Client.

2. E-VERIFY – Municipal Code uses the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all employees. We will not be subcontracting any of this work; all work will be performed by Municipal Code employees. Municipal Code’s E-Verify Number is 42302.

3. COMPENSATION – In full and complete compensation for all goods and services provided by Municode according to the Pricing Schedule, Client agrees to pay Municode according to the rates set forth in the Municode Pricing Schedule and the RFP # 2017.10.014 Utility Billing Services Proposal Sheet of the city of Milton Florida. Prices quoted in the Pricing Schedule are based upon specifications provided by the Client. If there is a change in specifications or instructions to the original quotation, the work performed will be billed at an adjusted rate agreed to by Client. Municode will provide to Client an invoice after each production run consisting of all fees, as outlined in the Municode Pricing Schedule, including a summary of postage used. A monthly late payment charge may be assessed on statements not paid within thirty (30) days.

4. FORCE MAJEURE – Neither party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond reasonable control of such party, including, without limitation: fire, explosion, power failure, flood, earthquake, hurricane or other act of God, civil commotion, terrorism, or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts. In such event, the party affected shall be excused from such performance (other than any obligation to pay money) on a day-to-day basis to the extent of such interference. The other party shall, likewise, be excused from performance of its obligations on a day-to-day basis to the extent such party’s obligations relate to the performance so interfered.

5. CONFIDENTIALITY – Municode agrees that any and all data, reports and documentation supplied by Client or its affiliates or third parties on Client’s behalf, which are confidential and which are clearly designated as confidential, shall be subject only to the disclosure requirement for the performance of Municode’s obligations hereunder, and will be held in strict confidence and shall not be disclosed or otherwise disseminated by Municode without the written consent of Client.

6. INTELLECTUAL PROPERTY OWNERSHIP – (A) Each party acknowledges that all trademarks, patents, copyrights, designs, licenses, know how, proprietary information and other intellectual property, including all documentation relating thereto, in any format or medium (“Intellectual Property”) belonging to the other (“Owner”), which may be disclosed or used for the purposes of this Agreement at all times belongs to the Owner. To the extent that one party is required to use the Intellectual Property of the Owner for the purposes of this Agreement, the Owner hereby grants a non-exclusive, non-transferable license to the other party to use the same, for the purposes of this Agreement, for so long as this Agreement remains in force and the user thereof shall not acquire any other rights whatsoever to the Owner’s Intellectual Property. All rights not expressly granted to Client hereunder are reserved by Municode. (B) Client shall not, and shall not permit any other third party to disassemble, decompile, reverse engineer, or create derivative works from the Software. (C) Client warrants to Municode that it has obtained all right and authority to use any and all trademarks, service marks, trade names, domain names, slogans, logos, designs or other marks provided by Client to Municode for use in connection with the Service. (D) Municode shall be entitled to injunctive relief for any breach or threatened breach of this paragraph, without the necessity of Municode showing actual money damages. Such injunctive relief shall not preclude Municode from pursuing any other remedies available to it, including the recovery
for damages sustained it is able to prove or for the cost of the action, including reasonable attorneys' fees.

7. LIMITATION OF LIABILITY – The parties hereto agree that this agreement is only for the production of goods and services. Municode shall be liable only to the extent of re-mailing a correction or corrected job as soon as possible to rectify the mistake. Breach of contract damages shall be limited to the value of the work performed. In the event of a breach of the terms of this agreement, Municode shall not be liable for loss of business, incidental or consequential damages, or costs in excess of billing for services related to the specific job. Municode is not liable for incidental or consequential damages, including revenue, even if Municode has been advised of the possibility of such loss or damage.

8. NO AGENCY - Nothing in this Agreement is intended, or shall be construed, to constitute or establish a joint venture, partnership or fiduciary relationship between the parties, and no party shall have the right or authority to act for or on behalf of any other party, except as otherwise expressly provided herein. Each party is acting as an independent contractor in the performance of its obligations under this Agreement.

9. TERM OF AGREEMENT – the Agreement is effective as of the Effective Date and will continue for an initial term of one (3) years ("Initial Term"). Thereafter, this Agreement will automatically renew for successive one (1) year periods unless terminated by either party by written notice to the other party not less than one hundred twenty (120) calendar days prior to the expiration of the term then in effect (The Initial Term and any renewal terms hereinafter collectively referred to as the "Term").

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

MUNICIPAL CODE CORPORATION INC. (dba Municode)

By: 

H.R. Grant

Name: CCO, MuniPrint/Page

Title: Shann M. Edmondo

Date Signed: 3.0.18

MUNICIPAL CODE CORPORATION INC. (dba Municode)

By: 

H.R. Grant

Name: CCO, MuniPrint/Page

Title: Shann M. Edmondo

Date Signed: 3.0.18

CITY OF MILTON FLORIDA (CLIENT)

By: 

Bryan Watkins

Name: 

Title: 

Witness:

Date Signed: Feb 26, 2018

Effective Date: March 1, 2018

municode
CITY OF MILTON
PROPOSAL SHEET

RFP # 2017.10.014 Utility Billing Services
(Water, Sewer, Gas, Storm Water and Garbage)

Base Price

$.115 Unit price per statement, water bill processed (includes, processing, sorting, printing of statement in highlight color laser, form, folding, inserting, mailing envelope, return envelope and delivery to USPS).

.01 per insert

Charge for additional bill inserts

$.391 Average postage per piece, consider postal sort starting at 5-Digit Rate as qualifies. (Realizing that cost will be estimated, provide best estimate per statement)

N/A One-Time Programming fee per hour for set-up along with the estimated hours it takes for a typical customer set up.

$125.00 Programming fee per hour for changes after initial set-up

Note: On a separate document, Service Provider may include a price list for any additional services provided that could be considered in the future by City of Milton.

Comments: A more thorough pricing breakdown is included in our proposal.

Submitted by:
Name of Service Provider: The Municipal Code Corporation
Address of Service Provider: 1700 Capital Circle SW
City/State/Zip: Tallahassee / Florida / 32311
Primary Contact Person: Woody Estep
Title: VP Of Sales and Marketing
Telephone Number: 800-262-2633 Ext. 1410 Email Address: westep@municode.com
SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES ON PUBLIC ENTITY CRIME

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

1. This sworn statement is submitted to City of Milton
   By Eric Grant, President

   (print this individual's name and title) for
   The Municipal Code Corporation

   (print name of entity submitting statements)

   whose business address is 1700 Capital Circle SW, Tallahassee, FL 32310

   and if applicable whose Federal Employer Identification Number (FEIN) is 59-0649026

   If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, has been charged with and convicted of a public entity crime within the past 36 months.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH I (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THE FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

City of Tallahassee

STATE OF FLORIDA

Sworn and subscribed before me this 12th day of December, 2017 by

who is Personally known to me

Or who produced identification -

(Typed Identification)

(Signature) Notary Public - State of Florida

(Printed or stamped identification name of notary public)

My commission expires

(SEAL)
*ATTACHMENT B - REFERENCES

QUALIFICATIONS OF BIDDER: Bidder must have the capability and capacity in all respects to fully satisfy the contractual requirements.

Indicate the length of time you have been in business providing this type of service and/or product.

10 years, 0 months

Provide a list of at least three (3) similar accounts, that your firm has provided similar goods and/or services to in the past twelve (12) months.

1. Company Name: Sarasota, Florida
   Contact: Mike Healy
   Email Address: michael.healy@sarasotagov.com
   Phone Number: 941-329-6120
   Area Serviced: Sarasota
   Size: 20,250 Bills
   Type: Sungard HTE
   Job Dates: 2011 - Present
   Beginning: 2011
   End: Current

2. Company Name: Coconut Creek, Florida
   Contact: Patricia Bryan
   Email Address: pbryan@coconutcreek.net
   Phone Number: 954-973-6770
   Area Serviced: Coconut Creek
   Size: 12,600 Bills
   Type: Sungard HTE
   Job Dates: 2007 - Present
   Beginning: 2007
   End: Current

3. Company Name: Pompano Beach, Florida
   Contact: Kyle McPhail
   Email Address: kyle.mcphail@cpbfl.com
   Phone Number: 954-786-4637
   Area Serviced: Pompano Beach
   Size: 16,900 Bills
   Type: Sungard
   Job Dates: 2013 - Present
   Beginning: 2013
   End: Current
*ATTACHMENT C - NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Leon

Eric Grant, President
Owner, Partner or Officer of Firm

The Municipal Code Corporation 1700 Capital Circle SW, Tallahassee, FL 32310
Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized
by the bidder to submit the attached bid. Affidavit further states as proposer, that they have
not been a party to any collusion among bidders in restraint of competition by agreement
to bid at a fixed price or to refrain from bidding; or with any officer of the City of Milton
or any of their employees as to quantity, quality or price in the prospective contract; or any
discussion between bidders and any official of the City of Milton or any of their employees
concerning exchange of money or other things of value for special consideration in
submitting a sealed bid for:

FIRM NAME: The Municipal Code Corporation

SIGNATURE: __________________________

TITLE: President

The foregoing instrument was acknowledged before me this ______ day of
December, 2017 by the above signed acting on behalf of the organization/company.
He/she is personally known to me or has produced as identification
and did (did not) take an oath.

Notary Signature

[Notary Seal]

HAROLD DE GRAFT
Notary Public - State of Florida
Commission # 118238
My Comm. Expires Oct 20, 2021
DATE: October 15, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: First Reading of Ordinance No. 2019-13, Special Events

Introduction:
This is a request for City Council to approve the first reading of Ordinance No. 2019-13 and hold hearing for second reading and adoption.

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Public Hearing
Discussion
Council Action

Discussion:
The Code of Ordinances, Chapter 74, Part III, Use of Public Property has been reviewed, and changes are being suggested based on several months of research, analysis, and stakeholder feedback.

Previous meetings held include:

On March 5, 2019, City staff reviewed the special events ordinance (Section 74, Part III) and proposed modifications to City Council. City staff also provided detailed expense and revenue information regarding City and third-party events.

On April 5, 2019, and April 6, 2019, City staff held fact-finding meetings with event sponsors and downtown merchants, respectively.

On May 21, 2019, City staff presented the results of these meetings to City Council. They also presented the results of a special events attendance survey and summarized the economic impact of the top 5 events. This meeting also included a discussion of event footprints and public safety and personnel issues.
On June 18, 2019, City Council held a Special Events Work Session on the use of public property for special events and received feedback from stakeholders including the Chamber of Commerce, downtown merchants and restaurants, and event sponsors.

On July 9, 2019, City staff held a follow-up meeting with representatives from each stakeholder group to discuss further details.

On August 20, 2019, City staff requested City Council to approve the first reading of the ordinance. The reading was not approved and an additional Special Events Work Session was requested.

On September 19, 2019, City Council held a Special Events Work Session where City staff compiled and walked through each Council member's suggested redline changes to the ordinance. City staff then integrated the approved changes into a revised ordinance, which is now being presented as a first reading for approval.

**Stakeholder concerns include:**

Mount Dora citizens expressed concern about a decrease in the quality of life in Mount Dora due to the frequency of street closures related to special events. Citizens also expressed concern about tax dollars being used to subsidize special events.

Downtown merchants expressed concern about their business entrances being blocked by vendor tents associated with special events in the area.

Event sponsors expressed concern about the rising costs associated with operating a special event within the City.

Council members expressed an interest in creating an equitable approach to special events that encourages a sense of belonging, community pride, a love of place, and tourism.

Staff reviewed and researched the stakeholders' concerns and discovered them to be valid. In an effort to address the concerns and become operationally compliant, staff propose a repeal of Chapter 74, Part III of the City of Mount Dora Code of Ordinances, and new Chapter of the City of Mount Dora Code of Ordinances entitled Special Events to be approved and adopted. Upon approval of the new Chapter, staff will draft associated policies for Council's review and approval.

**Budget Impact:**

The 2019-2020 budget for special events in Fund 131 is as follows:

For events requiring a permit from an organization other than the City, estimated revenues total $159,797, and estimated direct expenses total $162,088.

City events such as Freedom on the Waterfront, the Independence Day Parade, the Back to School Rally, the Scottish Highland Festival, Light Up Mount Dora, the Christmas Parade,
Snow in the Park, and the New Year's Eve Celebration total $68,500 in revenue and $167,647 in expenses for a net cost of $99,147.

Additional administrative expenses required to operate all special events and City celebrations total $190,911.

The total negative balance in Fund 131 is made whole with a transfer from the general fund. So, if the amounts budgeted for revenues and expenditures in the Special Events Fund are reasonably accurate, the general fund will contribute approximately $293,000 for the operation of special events in fiscal year 2019-20.

New policies and procedures will allow the City to secure additional revenue for City events and more accurately track expenses for reimbursement of out-of-pocket expenses associated with other special events.

The ordinance presented for your consideration at tonight's meeting creates the structural framework for the fees to be charged. Following enactment of the ordinance, a fee resolution will be presented for consideration by the City Council establishing the specific fees.

**Strategic Impact:**
City Council identified economic development as a primary goal in the 2017 Strategic Plan. The specific goal was to build and foster the top-performing economy in the region. Special events encourage tourism, which in turn has a positive economic impact. Although the direct financial benefit to the City may be minimal, the economic impact to the County and State are significant.

Revising ordinances and policies in order to streamline the operations of special events in Mount Dora will result in higher quality events at less expense to the City.

**Recommendation** City Council approve the first reading of Ordinance No. 2019-13 and hold hearing for second reading and adoption.

**Attachment(s):**

Prepared by:  Caroline Zeglen, Administrative Assistant
Reviewed by:  Caroline Zeglen, Administrative Assistant  Approved - 9/26/2019
Jennifer Schwarz, Administrative Assistant  Approved - 9/27/2019
Chris Carson, Special Events Coordinator  Approved - 9/27/2019
Amy Jewell, Leisure Services Director  Approved - 10/1/2019
Sherry Sutphen, City Attorney  Approved - 10/10/2019
Gwen Johns, City Clerk  Approved - 10/10/2019
Tom Klinker, Finance Director  Approved - 10/10/2019
Robin R. Hayes, City Manager  Final Approval - 10/10/2019
ORDINANCE NO. 2019-13

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA AMENDING THE CITY OF MOUNT DORA CODE OF ORDINANCES; PROVIDING LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR THE REPEAL OF CHAPTER 74, PART III; PROVIDING FOR THE CREATION OF A NEW CHAPTER ENTITLED SPECIAL EVENTS; PROVIDING FOR CODIFICATION AND SCRIVENER’S ERRORS; PROVIDING A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Special Events are an integral part of tourism, economic development, and a sense of community in the City of Mount Dora; and

WHEREAS, the City has determined that a legitimate public purpose will be advanced through the repeal of Chapter 74, Part III, of the City of Mount Dora Code of Ordinances; and

WHEREAS, the City of Mount Dora has an ongoing history and commitment to cultural and Special Event activities, which encourages volunteerism, promotes commerce and tourism, and fosters economic benefits in Lake County; and

WHEREAS, in order to promote success, manage impacts, and protect the public health, safety, and welfare at Special Events held in Mount Dora, the City has determined that it is necessary and prudent to create a new Chapter, of the City of Mount Dora Code of Ordinances, entitled Special Events.

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

SECTION 1. LEGISLATIVE FINDINGS AND INTENT.
The City of Mount Dora City Council has complied with all requirements and procedures of the Florida Law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. IMPLEMENTING ADMINISTRATIVE ACTIONS.
The City Manager is hereby authorized and directed to take such actions as deemed 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 prudent.
SECTION 3. REPEALING CHAPTER 74, PART III, CITY OF MOUNT DORA CODE OF ORDINANCES.
City of Mount Dora Code of Ordinances, Chapter 74, Part III – Use of Public Property, is hereby repealed in its entirety.

SECTION 4. CREATING NEW CHAPTER ENTITLED SPECIAL EVENTS.
A new Chapter of the City, of Mount Dora Code of Ordinances, entitled Special Events is hereby created and shall include the following:

Note: Underlined words constitute additions.

A. Purpose. Special Events are an integral part of tourism, economic development, and a sense of community in the City of Mount Dora. As such, it is the purpose of these regulations to promote success, manage impacts, and protect the public health, safety, and welfare at Special Events held in Mount Dora.

B. Exemptions. The provisions of this Chapter shall not apply to the following:

(1) City Events;

(2) Funeral processions and services;

(3) Events conducted entirely on private property that do not meet the definition of “special event”;

(4) Sports activities occurring at sports facilities located on City property.

Nothing in this Chapter shall limit the City's ability to enter into any agreement on such terms and conditions as the City determines to be favorable for the use of City property.

C. Definitions. The following words, terms, and phrases, when used in this Chapter, shall have the stated meanings, except where the context clearly indicates a different meaning:

Applicant means any person or organization that seeks a permit from the City to conduct a Special Event governed by this Chapter.

Right-of-way is land which by deed, conveyance, agreement, easement, dedication, usage, or process of law is reserved for or dedicated to the general public for traveling purposes, including all roads, streets, alleys, sidewalks, trails, paths, utilities, drainage ways, shoulders, and the publicly controlled land immediately abutting and appurtenant to the traveled and drainage ways.

Special Event means an organized, temporary activity or series of temporary

Ordinance No. 2019-13
Page 2 of 10
activities held outdoors, on public property, and open to the public by advertisement or invitation, with or without charge. Any reference to "special event" in the Code other than in this Chapter shall mean "Special Event" as defined herein.

Special Events Team means representatives from City Fire, Police, Risk Management, Public Works, Parks, and other relevant departments, as well as the City’s Cultural and Special Events Coordinator, designated by the City Manager to administer the provisions of this Chapter.

D. Special Event Criteria.

(1) All Special Events must be planned and conducted in accordance with the following objectives:

(a) The Special Event provides a unique and organized civic, cultural, educational, entertainment, or recreational activity or experience.
(b) The size, attendance, and nature of the Special Event are suitable for the proposed location and duration.
(c) Both vehicle and pedestrian traffic associated with the Special Event must be managed to accommodate expected attendance.
(d) A parking plan should be provided to accommodate Special Event staff, participants, and spectators.
(e) Adequate security, emergency medical services, and fire protection services, as determined by the Chief of Police and Fire Chief, must be provided to protect the safety of Special Event staff, participants, spectators, and the public.
(f) All temporary structures are safe as determined by the Fire Department.
(g) Restroom facilities must be provided to accommodate expected Special Event attendance.
(h) Trash must be managed and removed in a timely manner after the Special Event, and the site must be returned to the same or better condition than before the Special Event.
(i) Noise must be managed to minimize the impact on neighboring residences and businesses.
(j) Economic and other impacts to City residences and businesses must be adequately considered so that the net aggregate impact of the Special Event on the area is positive.

(2) The Applicant shall demonstrate the ability to successfully carry out the proposed Special Event, including, if applicable, a past record of successful Special Event performances.

(3) The Applicant shall ensure that the Special Event is conducted in
compliance with all applicable laws, ordinances, and City policies, regulations, and procedures.

(4) In addition to the criteria in subsections (1) through (3) of this section, the Cultural and Special Events Coordinator will give preference to Special Events which:

(a) Partner with Mount Dora businesses to encourage retail and/or restaurant sales.
(b) Feature or include entertainment or attractions of regional, national, or international quality, interest, or attendance.
(c) Promote Mount Dora in Special Event-related marketing.
(d) Provide civic or cultural benefits.
(e) Are reoccurring events with a demonstrated history of increased annual performance and success.

(5) The Applicant shall obtain any and all additional permits required to conduct the Special Event or related activities as deemed necessary by the City.

E. **Special Event Permits.** All Special Events held in the City of Mount Dora will require a Special Event permit.

F. **Application Procedures and Requirements.**

(1) An Applicant shall complete a Special Event permit application in the form prescribed by the City.

(2) If the Special Events Team or Cultural and Special Events Coordinator determines that an applicant otherwise meets the criteria for a Special Event permit, but additional information is needed, the Applicant shall submit such additional information in the form requested by the City before a permit decision is made.

(1) Each Special Event permit application shall be filed at least 120 days in advance of the event date in order to provide adequate notice for organizing City services. Applications that are not submitted in a timely manner may be denied unless the Applicant demonstrates to the Cultural and Special Events Coordinator that compliance within the deadline was impractical or impossible, or the Coordinator determines that the delayed application will not impair the City’s ability to accomplish the purposes of this Chapter.

(2) If a Special Event involves multiple governmental jurisdictions, the Applicant is required to obtain all applicable written authorizations from
other jurisdictions related to the Special Event.

G. Application Processing

(1) The Special Events Team and Cultural and Special Events Coordinator shall make decisions on completed applications only. They shall determine whether to impose permit conditions and whether the Applicant has demonstrated that the applicable requirements are satisfied.

(2) Withdrawal. An Applicant may withdraw the application prior to the issuance of an approval or denial. The City may consider an application withdrawn if the Applicant fails to provide requested information or explanation of why the information cannot be provided within 15 calendar days of the request. The Applicant shall pay to the City all actual costs incurred by the City as a result of the withdrawal.

(3) Cancellation. An Applicant shall notify the Cultural and Special Events Coordinator immediately once the Applicant knows that a permitted Special Event will not occur. The Applicant shall pay to the City all actual costs incurred by the City as a result of the cancellation.

(4) Misrepresentations. If the Applicant makes an intentional misrepresentation on an application, such as a significant understatement of the anticipated number of participants, the Applicant shall pay to the City all actual costs incurred by the City as a result of the misrepresentation. This provision does not apply to crowd size when adversely impacted by weather or disaster.

H. Fees, Charges, and Expenses.

(1) Fees. A nonrefundable application fee set forth in the fee schedule, which is adopted by the City from time to time by Resolution, shall accompany a permit application. Prior to issuance of the Special Event permit, the Applicant shall pay all other applicable non-refundable fees as determined by the City, as set forth in the fee schedule, which is adopted by the City from time to time by Resolution.

(2) City Support Services. City support services shall be provided for Special Events as determined by the City to protect the health and safety and welfare of the public, and the costs of such services shall be paid by the Applicant.

(3) Police, Fire, Emergency Medical Services, Traffic and Crowd Control. Police, fire protection, emergency medical services, and traffic and crowd control, to the extent determined necessary by the City, shall be
provided at Applicant's expense.

(4) The Applicant shall pay to the City all actual costs incurred by the City, as supported by invoice.

I. **Insurance.** The Applicant of a Special Event being conducted on City property must provide certificates of insurance naming the City of Mount Dora as an additional insured for all insurance coverage required by the City at the sole discretion of the City. All such required insurance shall be issued by an insurance company authorized to do business in the State of Florida with a rating specified by the City.

J. **Indemnification.** The Applicant of a Special Event being conducted on City property must agree to indemnify, defend and hold the City harmless from and against any and all claims, suits, causes of action, damages, losses and expenses incurred by the City, which are caused by the acts and/or omissions of the Applicant, or any of its employees, agents, subcontractors, representatives, volunteers, invitees, or the like. Said indemnification, defense, and hold harmless shall not be limited by any required insurance coverage amounts.

K. **Decision on Special Event Application.**

(1) **Special Conditions.** The Special Events Team and Cultural and Special Events Coordinator may approve an application subject to special permit conditions and may also determine the means necessary for complying with such conditions in order to ensure that the Special Event objectives set forth herein are met. If Special Conditions are imposed, the Cultural and Special Events Coordinator shall notify the Applicant in writing of the required conditions.

(2) **Denial.** If a Special Event application is denied, the Cultural and Special Events Coordinator shall notify the Applicant in writing of the action, including:

   (a) The grounds for denial.
   (b) An explanation of the Applicant's right to appeal the action.
   (c) An explanation of the right to resubmit the application, the total amount of fees to be assessed if the application is resubmitted and the calculation of such fees.

L. **Permit Revocation.**

(1) A permit may be revoked by the City Manager for any of the following reasons:
(a) Failure to conduct the Special Event as presented on the application.
(b) Failure to comply with terms and conditions of the permit.
(c) Failure to adequately pay the billed fees by the City in a timely manner.
(d) The Special Event poses a threat to public health, safety, or welfare.
(e) State of emergency declared by the City or another governmental entity.

(2) If a Special Event permit is revoked, the Cultural and Special Events Coordinator shall notify the Applicant in writing of the action, including:

(a) Grounds for revocation.
(b) Explanation of the right to appeal the permit revocation except in the event of a declared state of emergency.

M. Appeal of Denial, Special Condition or Revocation.

(1) If a Special Event permit has been denied or revoked, or Special Conditions imposed, by the City Manager, an Applicant may appeal the denial, revocation or Special Conditions to City Council as follows:

(a) The appeal must be filed with the Cultural and Special Events Coordinator within 10 calendar days from the date of the initial decision.
(b) The appeal shall include the specific reasons for the appeal and any supporting documentation.

(2) City Council shall make a decision on the appeal within 21 calendar days of receiving the appeal.

(3) After considering the appeal, City Council may uphold, reverse or modify a permitting-related decision. The decision of City Council is final.

N. Termination of Special Event. The Chief of Police or designee may terminate a Special Event and disperse participants and spectators as deemed necessary due to breach of peace or any violation of law.

O. Unauthorized acts. It shall be unlawful for any person to:

(1) Hold a Special Event that requires a permit under this Chapter without obtaining the approved permit.

(2) Fail to conduct the Special Event as presented on the application.
(3) Hold a Special Event that violates the terms and conditions of the Special Event permit.

(4) Hold a Special Event that violates the law, including, but not limited to, laws relating to traffic regulations, disturbing the peace, public nuisance, unlawful assembly, and/or trespass.

P. Administration and Implementation.

(1) The City Manager shall be responsible for administering and implementing this Chapter and may designate City employees as deemed necessary in order to facilitate administration of this Chapter.

(2) The City Manager may develop reasonable policies to implement this Chapter.

(3) Any additional policies developed by the City Manager shall be subject to review by City Council and the City Attorney, filed with the City Clerk, and posted pursuant to the City's regular practice.

Q. Animals at Public Events. Animals shall be permitted at public events, at the discretion of the Applicant. Animals providing a service to a person with a disability as defined by the Americans with Disabilities Act and Florida law (Service Animals) may not be excluded from any Public Event. The following shall apply to all Animals (including Service Animals) attending Public Events:

(1) Animals must be leashed at all times, except for Service Animals if the disability of the owner/handler does not allow for the Animal to provide effective assistance when leashed.

(2) Animals must be trained so that, absent illness, the Animal controls its waste elimination.

(3) Animals must be maintained in compliance with the City’s animal control and public health ordinances.

(4) The owner/handler of an Animal will be responsible for any injury, damage, or destruction caused by the Animal.

(5) An Animal may be excluded from a public event if the Animal’s behavior poses a direct threat to the health, safety, or welfare of others.

(6) Providing false information about or misrepresenting the status of a Service Animal is punishable as a second-degree misdemeanor under Florida law.
SECTION 5. CODIFICATION; SCRIVENER’S ERRORS.

A. The newly created Chapter of this Ordinance entitled Special Events, as set forth in Section 4 hereof, shall be codified in the City of Mount Dora Code of Ordinances. The sections, divisions, and provisions of this newly created Chapter may be renumbered or re-lettered as deemed appropriate by the codifier of the City of Mount Dora Code of Ordinances.

B. 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 6. SAVINGS CLAUSE.
All prior actions of the City pertaining to the Special Events Chapter of the City of Mount Dora Code of Ordinances, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 7. 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 this Ordinance shall not be deemed a conflicting code or ordinance.

SECTION 8. 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, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 9. EFFECTIVE DATE.
This Ordinance shall become effective immediately upon enactment by the City Council.

FIRST READING: ________________
SECOND READING: ________________
PASSED AND ADOPTED this _____ day of _________________, 2019.

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

ATTEST:
GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

______________________________
Sherry G. Sutphen
City Attorney
DATE: October 15, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager


Introduction:

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Public Hearing
Discussion
Council Action

Discussion:
On January 18, 2019 the Procurement Division issued RFP 19-GS-010 Community Redevelopment Agency Plan Update and Extension of Sunset. This RFP closed on February 22, 2019. The Evaluation Committee met on March 7, 2019 to discuss their scoring on four submittals for this RFP. The discussion was detailed and the scoring was consistent. The Committee ranked the submitters immediately after the discussion and chose to forward to Council for approval of ranking and to negotiate. The Committee recommended Redevelopment Management Associates (RMA) as the top firm, based on their approach, knowledge of the area, and qualifications. The final rankings are shown below.

The Community Redevelopment Agency Redevelopment Plan of 2012 is in need of a strategic update. The Agency will sunset in 2042 if the plan is not updated and the sunset date extended. This process will extend the sunset date of the Agency to 2047. If the sunset date is established at 2047 then the maximum allowed life the Community Redevelopment Agency will be met under current state law.

On the evenings of June 23, 2019 and August 7, 2019, RMA and the City of Mount Dora hosted
an open house style public input meeting for residents and business owners interested in Mount Dora CRA area. The RMA team gave a presentation about the CRA Plan Update, and asked attendees to provide input about their vision for the CRA. Those who attended were asked to provide input on priority projects. The community feedback that was provided will serve as a basis and ensure that the redevelopment plan is consistent with the character of the community. The top priorities from the public input at those meetings were parking garage, trails, waterfront improvements, and maintenance / beautification efforts.

The attached draft plan includes solutions to these challenges, as well as adds Community Policing to the plan and makes recommendations for other future programs.

**Budget Impact:**
There are no budget impact with updating CRA Redevelopment Plan. Future projects and improvements will be presented under separate action items through the City/CRA normal process.

**Strategic Impact:**
The redevelopment plan activities provide economic development opportunities and programs to address infrastructure, parking, beautification, and other redevelopment improvements and an extension is necessary to provide these benefits.

**Recommendation** City Council approve the First Reading of Ordinance No. 2019-19 by title only, conduct a public hearing, and schedule a second public hearing to consider final adoption.

**Attachment(s):**

Prepared by: Adam Sumner, CRA Administrator
Reviewed by: Vince Sandersfeld, Planning and Development Director
Sherry Sutphen, City Attorney
Gwen Johns, City Clerk
Misty Sommer, Deputy City Clerk
Robin R. Hayes, City Manager

Approved - 10/7/2019
Approved - 10/9/2019
Approved - 10/9/2019
Approved - 10/9/2019
Final Approval - 10/9/2019
ORDINANCE NO. 2019-19

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, RELATED TO THE COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE REPEAL OF PRIOR ORDINANCES; PROVIDING EXTENSION OF MOUNT DORA COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR ADOPTION OF REDEVELOPMENT PLAN OF 2019; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS PROVISION; PROVIDING FOR NON-CODIFICATION AND SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Chapter 163, Part III, enables a local government to designate an area as a Community Redevelopment Agency when certain conditions exist; and

WHEREAS, on May 26, 1987, the City of Mount Dora established the Mount Dora Community Redevelopment Agency (CRA); and

WHEREAS, the Mount Dora CRA has been charged with redevelopment activities in the CRA boundaries to help sustain and enhance the area commercial tax base, to create marketing and revitalization programs, to improve affordable housing and neighborhoods and to develop commercial areas and commerce; and

WHEREAS, on June 16, 1987, the City of Mount Dora enacted Ordinance 447, to adopt the City of Mount Dora Redevelopment Areas Plan; and

WHEREAS, in order to update and address the identified needs and goals of the Mount Dora CRA, on July 6, 2010, the City adopted Ordinance 2010-07, to replace the City of Mount Dora Redevelopment Areas Plan with the Mount Dora Redevelopment Plan of 2010; and

WHEREAS, in order to further update and address identified needs and goals of the Mount Dora CRA, on May 1, 2012, the City enacted Ordinance 2012-05, to replace the Mount Dora Redevelopment Plan of 2010 with the Mount Dora Redevelopment Plan of 2012; and

WHEREAS, from time to time, the Mount Dora CRA is responsible for developing and implementing a revised Community Redevelopment Plan to address the unique and changing needs of the targeted area and to address the overall goals for redevelopment in the area, as well as identify the types of projects planned for the area; and

WHEREAS, in 2012, the City recognized the need to extend the Mount Dora CRA for 30 additional years; and

WHEREAS, pursuant to Florida law a Community Redevelopment Agency may have a maximum life of sixty years; and

WHEREAS, the Mount Dora CRA may be extended beyond its current term of years; and
WHEREAS, the City recognizes the need to extend the existence of the Mount Dora CRA and to update its plan to better address the unique and changing needs of the area within the Mount Dora CRA boundaries; and

WHEREAS, notification of the changes set forth herein has been provided as required by Florida Statutes, Section 163.346; and

WHEREAS, on October 15, 2019, the Mount Dora CRA approved Resolution No. 2019-172, to extend the life of the Mount Dora Community Redevelopment Agency and to adopt the Community Redevelopment Plan of 2019.

NOW, THEREFORE, BE IT ORDAINED BY 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 Ordinance. The above recitals are hereby adopted.

SECTION 2. Repeal of Prior Ordinances.
A. City of Mount Dora Ordinance 2010-07 is hereby repealed in its entirety.
B. City of Mount Dora Ordinance 2012-05 is hereby repealed in its entirety.

SECTION 3. Extension of Mount Dora CRA. Ordinance No. 447 is hereby amended to extend the life of the Mount Dora Community Redevelopment Agency through and including May 26, 2047.

SECTION 4. Adoption of Redevelopment Plan of 2019. Ordinance 447 is hereby amended to replace the Redevelopment Area Plan, in its entirety, with the Community Redevelopment Plan of 2019, attached hereto as Exhibit “A”.

SECTION 5. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance and the rezoning on the Property. 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 6. Savings Clause. All prior actions of the City of Mount Dora pertaining to the Mount Dora CRA, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 7. Non-Codification and Scrivener’s Errors. The provisions of this Ordinance shall not be codified in the, City of Mount Dora Code of Ordinances. 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.

SECTION 8. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Resolution are hereby repealed.

Ordinance No. 2019-19
Page 2 of 4
SECTION 9. **Severability.** If any Section or portion of a Section of this Ordinance 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 Ordinance.

SECTION 10. **Effective Date.** This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING: __________________

SECOND READING: ______________

PASSED AND ADOPTED this ____ day of _______ 2019.

______________________________
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.

______________________________
Sherry G. Sutphen
City Attorney
EXHIBIT “A”
Mount Dora Redevelopment Plan of 2019
City of Mount Dora

Community Redevelopment Agency

Redevelopment Plan of 2019
# TABLE OF CONTENTS

Executive Summary - 3  
Maps - 7  

**Section 1.0** Existing Conditions - 11  
Summary of Economic Market Overview - 11  
Mount Dora Economic Development - 12  
Tourism - 18  
Connectivity - 26  
Transportation - 29  

**Section 2.0** Implementation Plan - 31  
2.1 Economic Development - 31  
   2.1.1 Promotional Activities for Economic Activity - 31  
   2.1.2 Cultural Arts & Branding - 32  
   2.1.3 Main Street and Commercial Corridors - 32  
   2.1.4 Lake Dora Lakefront - 34  
   2.1.5 Property Redevelopment and Public-Private Partnerships (P3s) - 36  
   2.1.6 Workforce and Job Training Programs - 37  
   2.1.7 Business and Talent Retention and Attraction - 38  
2.2 Connectivity - 39  
   2.2.1 Pedestrian Movement and Streetscape - 39  
   2.2.2 Mobility and Transit - 41  
   2.2.3 Multi-Use Trails - 42  
   2.2.4 Regional Connectivity: State Road 46 and 453 - 42  
2.3 Infrastructure - 42  
   2.3.1 Parking - 42  
   2.3.2 Stormwater and Drainage - 43  
   2.3.3 Other Public Infrastructure Projects - 43  
2.4 Neighborhoods - 43  
   2.4.1 Market and Affordable Housing - 44  
   2.4.2 Community Policing - 44  
   2.4.3 Beautification and Enhanced Maintenance - 45  
2.5 Redevelopment Support - 45  
   2.5.1 Administration - 45  

**Section 3.0** Summary of Redevelopment Activities - 46  

**Section 4.0** Capital Improvements Plan - 48  

**Section 5.0** Funding and Finance - 48  

**Section 6.0** Exit Strategies - 51  

**Section 7.0** Required Plan Contents - 51  

**Appendix A** Economic Market Overview - 54  

**Appendix B** Resolution Approving Community Redevelopment Area - 78  

**Appendix C** Ordinance Providing for Legal Description of Mount Dora CRA - 82
Executive Summary

This Mount Dora Community Redevelopment Agency (CRA) Redevelopment Plan will serve as a strategic road map and provide guidance for implementation of redevelopment strategies in the CRA area. These redevelopment strategies are about improving economic conditions and quality of life for residents and businesses. The objectives and implementation actions in this plan will focus on economic development, connectivity, infrastructure, neighborhoods, and redevelopment support (administration).

Within the last few years the Mount Dora CRA has seen a change in their demographics with additional millennials and families moving into the area, and although retirees have always been attracted to the city, these new residents want to live close to the vitality of the downtown. With the changing demographics, the downtown will need to add more cultural events and activities in order to keep these new residents satisfied with the quality of life in the Mount Dora CRA. Downtown is the heart of the entire city, and there are projects desired by the public, as expressed in community meetings, that are important in order to improve the area. These include increased public access, more activity on the waterfront, downtown parking solutions, including a new multi-level garage, more nighttime activities, and adding other mobility modes like bike paths, hiking and biking trails and providing alternative means of transportation, such as ride-share.

Regional connections are another major factor impacting the CRA and the City as a whole. The Expressway Authority’s new Toll Road 453 and FDOT’s State Road (SR) 46 road project, will make the drive to and from Orlando faster and change the entrance to the CRA and the City’s downtown. Instead of approaching the CRA from US Highway 441 and Highland Street, visitors and commuters from Orlando will approach from SR 46 and East 1st Avenue. Other street improvements will be needed to address these changes. The CRA’s downtown will now with these new regional improvements have greater access for visitors and commuters.

Every community has a different investment threshold based on the influence of the five key economic development drivers: Land, Labor, Markets, Capital, and Regulation. A market study of the CRA was completed and an analysis of demographics, existing businesses, potential for new businesses, recreational facilities, and consumer trends were highlighted. Recommendations and implementation strategies were determined to enhance the community's brand and events.

The Mount Dora CRA Plan provides recommended strategies and initiatives to revitalize the area, provide for business retention and expansion, and market the uniqueness of the Mount Dora CRA area. The goal of the revitalization is to bring a new and improved dimension of the quality of life offered by the area, which directly influences new development and jobs in the area.

As part of this plan, RMA evaluated potential funding sources besides TIF, such as public private partnerships and other sources, which are included in the plan.

Plan Approach

There were two community meetings held on June 23, 2019 and August 7, 2019, to gather public input about needs and desires for the Mount Dora CRA. A presentation about the CRA Plan Update project was given and attendees were asked to provide input about their vision for the CRA. Those who attended were asked to provide input on priority projects. Additionally, stakeholders were contacted and interviewed to provide context to the Plan. The community feedback that was provided serves as a basis and ensures that the redevelopment plan is consistent with the character of the community. The redevelopment objectives for this plan, which are intended to reduce and eliminate the blight conditions that exist in the redevelopment area, are organized in five sections to drive the increment revenue necessary for plan implementation.
Economic Development
- Promotional Activities for Economic Development
- Cultural Arts & Branding of the City
- Main Street and Commercial Corridors to attract new businesses
- Lake Dora Lakefront redevelopment
- Property Redevelopment and Public-Private Partnerships (P3s)
- Workforce and Job Training Programs
- Business and Talent Attraction and Retention

Connectivity
- Pedestrian Movement and Streetscape Improvements
- Mobility and Transit Improvements
- Multi-Use Trails for access to recreation
- Regional Connectivity: State Road 46 and 453

Infrastructure
- Parking Garage
- Stormwater and Drainage
- Other Public Infrastructure

Neighborhoods
- Market and Workforce Housing Development
- Community Policing
- Beautification and Enhanced Maintenance

Redevelopment Support
- Administration
- Land Acquisition
- Economic Incentives

Opportunities
There are specific catalytic projects and programming the Mount Dora CRA can collaborate on and support to reposition the area for investment and revitalization.

1. Lake Dora Waterfront: Development of a boardwalk around Lake Dora or even more waterfront dining options to capitalize on the beautiful views the lakefront provides. A tree-lined promenade would provide public access to walk, jog and bike along the waterfront. A building site along the waterfront can provide needed residential development and provide a mix of uses including shops and offices.

2. Downtown Parking: Parking was one of the main concerns that was voiced by the public at the community meetings. The existing Downtown Parking Garage cannot be increased in size; therefore, a new multi-level parking garage should be constructed in the Downtown, and programs for employee parking should be developed. The design of the parking garage should be in keeping with the character of the downtown and provide 24-hour access for multiple uses. A P3 public garage could be incorporated into a private mixed-use development.

3. Business Retention: The perception of the Downtown is that there are needs for new businesses
to be recruited to the area. It is harder to attract a new business than keep one that is already operating. Programs and campaigns that help existing businesses are of major importance to building the businesses in the Downtown. Businesses that attract a younger population of visitors and residents should be considered.

4. Beautification: The CRA should continue efforts to complete beautification projects, especially in the Downtown. This effort should capitalize on location and the assets (such as parks) that are identified in this plan.

5. Public Private Partnerships (P3): The most significant and immediate opportunity to influence economic development activities within the CRA is to partner with existing landowners and developers. Developers have already identified opportunity for residential development in the CRA. Having families and additional workforce with increasing incomes will support new commercial development. With additional acquisitions, there is an opportunity to utilize city owned land in partnership with private landowners. Work should be continued to create a thriving Downtown Mount Dora District through public-private partnerships to encourage a quality retail, restaurant, cultural, and business environment serving Mount Dora residents and visitors. The value of public-private partnerships is that the private sector brings the capital to the project, not relying on government raising the capital for improvements.

6. Regional Connectivity: Wekiva Parkway, the new toll road 453 and improvements to SR 46 are going to change the way visitors from Orlando enter the CRA and likewise how residents can travel to jobs in Orlando and other nearby cities. And the quicker commute will make Mount Dora an even more attractive destination and residential area. Creation of a Gateway feature on 1st Avenue could greatly increase the visibility of Downtown from US Highway 441.

7. Establish the CRA as a new creative environment for business. The recent relocation of a major animation and game design studio has been a great addition to the community, and they credit the quality of life and quality of place of Mount Dora as reasons for the location. Expansion plans and the potential for ancillary businesses to locate in the Downtown can provide Mount Dora with the opportunity to attract a vibrant young workforce, and new residents that are looking for technology sector employment and entrepreneurship opportunities. Real estate in Downtown and Lakefront Mount Dora can help integrate this opportunity with future Cultural Arts and Entertainment industry initiatives.

8. Tourism: Mount Dora offers a broad spectrum of activities for both residents and visitors, bringing many different groups of people into the downtown and surrounding areas. Activities include boating, water sports, parks, concerts, walking and biking trails, dining and entertainment districts, museums, sea planes, specialty shopping and much more. Fishing throughout the Harris Chain of Lakes is another part of the charm of Mount Dora, often referred to as the “Bass Capital of the World.” These attributes and the beauty of the natural environment add to the allure of Mount Dora. To gain and maintain a successful destination program, Mount Dora faces the challenge of overcoming limited long-term resources to gain market penetration and drive annual visitation growth. Mount Dora has been successful in other highly competitive regional issues by embracing new, innovative but cost-conscious alternatives. A similar approach in expanding the tourism program is recommended to introduce the community to visitors.

9. Implementation: The CRA should prioritize implementation of this plan and be able to respond to opportunities as they arise immediately.
Conclusion
Successful redevelopment is accomplished through the generation of Tax Increment Revenue, which is then reinvested into the area through the implementation of the Redevelopment Plan. The Redevelopment Plan should identify initiatives that will foster economic development that drives the growth of Tax Increment Revenue. This plan outlines objectives and provides implementation steps that will drive successful redevelopment and generation of increment revenue. Additionally, it identifies resources that are knowledge-based, relationship-based, and financial, which are important elements of successful implementation. Finally, it also includes a discussion of exit strategies and measures, so that the CRA can track progress toward the redevelopment goals.

Amendment to CRA Plan
The Mount Dora Community Redevelopment Agency established on May 26, 1987, by Resolution dated the same, is amending the CRA Plan and thus extending the Agency for an additional 28 years with an extension period from 2019 to 2047 (maximum life allowed of the CRA). The previously approved sunset date for the Agency is 2042. This amendment to the Plan is allowed in FS 163 and was adopted by the Council on October 15, 2019, by Ordinance 2019-19. The effect of the amendment provides maximum additional 30 years to life of the CRA as provided by State Statutes.
Mount Dora CRA Boundary Map

The Mount Dora CRA area is generally bounded by Limit Avenue to the north, city boundaries to the south, Lake Dora to the west, and Simpson St. to the east. The total land area is approximately 340 acres.
Mount Dora CRA Streets, Open Space, Parks, and Public Facilities
Mount Dora Downtown Vacant Commercial Properties Map

Vacant Commercial Site Observations
08/01/2019

1. Former Cecile’s has been approved for renovation for a new tenant.
2. Announced new Marketplace. Renovations have started.
3. Renovations have started on this property.
4. Renovations have started on this property, which include adding an elevator to the 2nd floor.
5. The Renaissance Building has 1 vacant space on the 2nd floor and 4 vacant spaces on the 3rd floor.

Legend
- Unoccupied Commercial 08/01/2019
- Hurley et al. (6 Parcels)
- Main Street Leasing, et al. (27 Parcels)
- Peter Burgess, et al. (7 Parcels)
- Watson Scoane Johnson PLLC (4 Parcels)
- QC Development et al. (13 Parcels)

1 inch = 142 feet

Map Date: 08/01/2019
Section 1.0 Existing Conditions

Summary of Economic Market Overview
An Economic Market Overview was conducted as part of this Plan Update (refer to Appendix A). The Economic Market Overview provides a trade area review for the City of Mount Dora and the CRA study area. The assessment includes a collection of demographic and lifestyle data, retail spending, existing conditions review, and an overview of the real estate market. Economic development is building wealth in a community, encouraging economic growth and improving quality of life.

The trade areas examined in this analysis were the Mount Dora Community Redevelopment Agency (CRA), the City of Mount Dora, 1, 3, 5-mile drive radii, and Lake County. The population size within the CRA is approximately 991 residents, compared to the 2018 population estimates in Mount Dora of 14,928. It is difficult to gather conclusive data in many cases about just the CRA, and therefore many references are made in the report to the City as a whole. Many of the communities surrounding the city of Mount Dora are largely residential and lack significant commercial offerings, thus the residents utilize the CRA/ Downtown area for entertainment and recreational purposes. By analyzing the various trade areas, a holistic view of the CRA can be taken. Additionally, community stakeholder meetings uncovered that the Mount Dora CRA is drawing weekend vacationers looking to escape the fast-paced nature of Florida’s metropolitan areas including Orlando and Tampa. Visitors are looking for traditional “main street” environments that include cultural arts, breweries, great public spaces, community events, and boutique shops.

The retail sector showed the highest potential and the most activity of all the major real estate sectors in Mount Dora. According to Costar market data, the retail market is growing both in the city and county. Rent psf (per square foot) has increased, vacancy rates have dropped, and new construction has been delivered. The office sector showed the least potential and activity of the major sectors. Over the past five years rents have only slightly increased and no new office construction has been delivered, but there are a few office expansion projects in the pipeline. This could be an indication that tenants are not leasing space due to older product in market or that Mount Dora does not have a true demand for new office product. Both the multifamily and industrial markets have low vacancy indicating a demand and potential for growth.

Mount Dora features a diverse and healthy workforce centered around the services, retail, and construction. Located less than thirty minutes from Orlando, approximately two hours from Tampa and Jacksonville, and in close proximity to Tavares. According to the Mount Dora Laborshed there are 5,558 people employed in Mount Dora but living outside the city limits. This is an opportunity to attract new residents and create diversity within the population. In contrast, there are 5,028 people that live in Mount Dora but are employed outside of the city. While the top industries are service, retail, and construction there could be a potential to capture new residents with additional industry clusters such as animation, creative digital technologies and other similar technology firms.

An advantage to living and doing business in the City of Mount Dora is the low property tax rate. The CRA features strong infrastructure and utilities. Rising property values have helped restore tax increment financing values to pre-recession levels and higher. Additional funding opportunities exist for targeted CRA grant applications.

At the time of this study there are approximately 14,928 residents living in Mount Dora and just under 1,000 residents in the CRA Area. Incomes, housing values, and net worth indicate a solid economic base for the City of Mount Dora. Significant vehicle, pedestrian, and bicycle traffic within the CRA study area enhance the viability of businesses, particularly restaurant and retail. Mount Dora has an opportunity to build on their brand message/identity based on its history as a traditional town with a main street,
waterfront (Lake Dora), and destination for entertainment/dining. Opportunities exist to expand the brand image and attract further investment.

Our sources and methodology are in keeping with the profession's most respected and dependable resources for current economic development activity and industry specific research products.

**Mount Dora Economic Development**

Economic development is building wealth in a community, encouraging economic growth, and improving quality of life. Several economic development initiatives are needed to eliminate conditions of blight within the Downtown CRA. Public-Private Partnerships, Property Redevelopment, Job Training Events and Branding will serve as economic drivers in the community. New investment in the Downtown CRA is needed to enhance quality of life for residents and increase the commercial tax base.

A primary consideration in the effective positioning includes the overriding trends affecting business attraction, specifically retail as that applies significantly in the Downtown CRA. The attraction and retention of business and mixed-use development also plays a key role in success and is an area that offers Mount Dora an opportunity as well. The following best practices in business and retail recruitment and business attraction are especially relevant to Mount Dora.

- **Create a diverse critical mass or cluster of businesses**
  Successful cities create an environment that promotes the concentration of retail businesses. The key element is the creation of a diversity of opportunities in a dense, walkable environment. Downtown Mount Dora has achieved such an environment and must continue to foster this diversity by continuing to provide amenities that encourage this critical mass and cluster.

- **Extend eight hours a day into eighteen hours a day**
  Where cities have traditionally functioned as nine to five entities, it is no longer accepted that only the great coastal cities are alive and animated on evenings and weekends. It is increasingly important that cities find the right balance of housing, retail, dining, employment, and other civic or institutional opportunities in their redevelopment plans that allow them to function as an 18-hour city. The recruitment and retention of businesses that are typically open after traditional business hours has been made a priority in downtown redevelopment and is evidenced by the success of these businesses in the downtown area. These businesses offer opportunities to improve the perception of the area for both visitors and residents alike (as they contribute to the animation of the street beyond business hours). This also offers revenue growth opportunities for businesses that typically might not extend their hours through spin-off activities related to their presence.

- **Realize residential development to expand and diversify market**
  The success of the CRA relies on proximity and access to key markets. The attraction and retention of businesses relies on providing a diverse range of housing opportunities that can appeal to high quality residents in all income brackets. While tourism revenue is important, residents ultimately drive demand for new products and services, and the downtown needs new residential offerings to satisfy this housing need.

  It is critical that residential development appeal to a wide range of demographic groups, in a wide range of income brackets. This ensures a diverse customer base, as well as improving access to workers in close proximity. In general, the provision of a wide range of residential opportunities plays a key role in ensuring that the downtown district has stable access to a
local market, which plays a key role in the attraction of all types of business.

- Anchor tenants that drive visitation and tourism

Successful downtowns and cities often benefit from one or two key anchor tenants. These anchor tenants form the foundation of the area’s attractiveness as a destination – they can draw customers from well outside of the downtown’s typical market trade area. In Mount Dora, they provide the lure that brings in customers needed to support the smaller, independent operators. The existing mix of locally-owned and operated vendors – particularly specialty foods, ethnic restaurants, or a range of other destination-oriented vendors – is Mount Dora’s anchor for the area. An economic engine for downtowns today is breweries. They are typically family friendly establishments, that can add an eclectic feature to the downtown. This Highland Street business is an example of using a 1920’s building to provide space for this unique business.

Downtown activities including lawn bowling, pickleball, and yachting add to the list of things to do in the downtown. The train depot houses the Chamber of Commerce and is an attraction as well. The goal of downtowns today is to create an “18-hour” place—that is, a neighborhood bustling with activities in the morning, afternoon, and evening, seven days a week. To do that, there must be a focus on jobs, housing, and retail. Employment and new housing options must be encouraged and promoted, including residences at a variety of price points.

Creative Industries Profile

The profile presents the findings of the 2011 South Arts research about creative economies in the nine-state South Arts region. Included in the profile are statistics about nonprofit and for-profit creative industries establishments in Florida.

The data reveal findings including:
- Florida is home to 29,735 creative industries establishments
- Employees of these establishments receive more than $14 billion in annual payroll
- These establishments generate $49.7 billion in annual revenues
- These establishments represent 5.9% of all industry establishments in the state
Steamroller Studios is a full-service production house with a focus on high-end animation, programming, concept art, and more. This animation powerhouse is a full-service electronic game development firm. A company like this is a catalyst for economic growth, and the benefits of their downtown presence is immeasurable. Currently, they occupy 10,000 square feet of downtown office space and are planning a future expansion. In a short period of time, the studio has become a leader in character animation and game development, with a team of over 84 personnel.

According to their website, one of their newest projects is *Spice Frontier*. *Spice Frontier* is an 8-minute animated short film from Steamroller Studios. It tells the story of Kent Williams and his cyborg companion, C-LA, as they traverse the cosmos in search of rare Earth spices.

The film is currently showing at multiple film festivals, where it has already received several awards and selections. However, the short film is merely an introduction to the much larger world of *Spice Frontier*. A veritable universe of lore, planets, politics, history, and characters is currently being developed.

**It is Steamroller Studios’ goal to expand Spice Frontier into a full-fledged animated TV series.**

The Downtown CRA can capitalize on this newsworthy company, by using their presence to recruit similar types of businesses into the area. This type of downtown business also demonstrates the need for new mixed-use and residential development into the Downtown CRA. This recruitment activity must be focused and well developed. Mount Dora should expect the brightest and best workforce to search out these job opportunities. This is the most positive impact that a CRA can have on the community, and the City must continue to support and embrace the diversity that a company like this brings to the Downtown.

The Downtown CRA also has an opportunity to capitalize on the development of the Wolf Branch Innovation District. The completion of the Wolf Branch Innovation District will positively affect the regional Lake City housing market demand. New housing opportunities with increased density should be encouraged in the Downtown CRA. Partnerships are a critical piece of implementing this plan. This includes partnerships with the local stakeholders and destinations as well as with surrounding and nearby attractions and other organizations.

**Property Redevelopment and Public-Private Partnerships (P3s)**

Public Private Partnerships (P3s) are one of the most common ways that local governments participate in the real estate market to provide that catalytic effect. Public participation during revitalization efforts improves the investment profile and feasibility of projects that can improve market conditions and improve quality of life by enhancing convenience. There are many types of public private partnerships, but they are essentially opportunities for the public and private sectors to work together to provide a public service or benefit. These partnerships involve both real estate transactions, as well as the development of the project with private and public components and an ongoing operating agreement. Public Private Partnerships are key. Without a private developer partner, the city would not be able to provide the public benefits that a project brings to the area, especially the positive impact on revitalization.

There are several benefits for a city to participate in a P3. A city can access new sources of capital that are available immediately. Since the private sector needs to realize a return on investment, project completion is usually expedited compared to a publicly managed project. A P3 leverages private expertise and it
transfers risk to the party that’s best suited to deal with that risk. Also, a P3 allows a city to promote economic development and revitalization through private sector investment opportunities that are catalysts for additional economic development and investment.

**Specific Target Redevelopment Opportunities**

**Lakefront Area**
This area is located south of the railroad track. The lakefront area is accessible from 4th Avenue, Edgerton Court, or Tremain Street. The area contains several parks and public areas such as Evans and Gilbert Park. This area also contains the largest piece of undeveloped land in the historic portion of the City, a four (4) acre property located along Edgerton Court south of the Lakeside Inn, known as Pineapple Point. Pineapple Point is a perfect location for a mixed-use residential development, especially targeted to millennials and retirees. It is our experience that these types of dwellings are the preferred choice for both demographic groups. The Pineapple Point property is privately owned.

**Downtown Area**
The need for a multi-level Parking Garage was something the public that attended the community meetings voiced throughout the meetings. Although there is a 2-story parking garage in the Downtown, it is not sufficient. Unfortunately, additional floors cannot be added to this garage. The CRA and City are going to need to find alternatives to add additional parking in the area sooner rather than later.

Although there are surface lots in the Downtown, and the CRA is working on building more, parking demand is still rising. There are several remedies that the CRA and City can explore such as turning privately used daytime parking into nighttime public use (through a lease), and employee parking solutions, such as parking remotely and riding into work on a shuttle. In 2016, and then revised in 2017, the City had a Downtown Parking Study conducted, and a Downtown Parking Study Implementation Plan created. This plan included short-term, mid-term, and long-term recommendations. The CRA should continue the initiative set forth in this plan.

**Robie and Camp Avenues Workplace Areas**
A portion of the City’s only industrial area is located within the CRA district. The Old Mount DoraGrowers property is located on the west side of Highland Street. Camp Avenue Industrial Park is home to over a dozen businesses. Historic warehouses are great potential redevelopment projects like the Armature Works (Heights Public Market) in Tampa, Florida.
Armature Works, Tampa, FL

Vacant Land and Vacant Buildings on Highland Street
Development of vacant lands and finding tenants for vacant buildings on Highland Street is an important opportunity. It is currently the main gateway into the CRA.

Summary
The Department of Economic Opportunity, (DEO) in 2019-2020 will provide $40 million for projects that focus on rapidly developing a highly skilled workforce and on infrastructure initiatives that attract businesses, create jobs and promote economic growth.

The Downtown CRA has the unique opportunity to take advantage of programs like this. The result of recruiting creative industry to the downtown includes an expanded population with the addition of multi-family development, and true economic development with the addition of high-paying jobs.
Tourism

Why should tourism be a priority for Mount Dora’s Downtown CRA?

Because it starts with a visit! The first impression that an area makes is oftentimes the most lasting and can be the determining factor in the decision to relocate and raise a family, or start a new business, or even relocate corporate headquarters. Visitors can become residents and business owners.

As Arthur Frommer once said, “Tourism simply does not go into a city that has lost its soul.”

Tourism is Florida’s largest industry. Central Florida is the most successful regional destination in the state and is blessed with many transportation and tourism assets. To gain and maintain a successful destination program, Mount Dora faces the dual challenges of overcoming current relatively low recognition/identity among existing tourists (as compared to the theme parks and the beaches) and limited long-term resources to gain initial market penetration and drive annual visitation growth. Mount Dora has been successful in other highly competitive regional issues by embracing new, innovative but cost-conscious alternatives. A similar approach in expanding the tourism program is recommended by focusing on niche tourism that supports the area’s history, culture, environment and geography.

Mount Dora offers a broad spectrum of activities for both residents and visitors, bringing many different groups of people into the downtown and surrounding areas. Activities include boating, water sports, special events, festivals, parks, concerts, walking and biking trails, dining and entertainment districts, museums specialty shopping and much more. Fishing throughout the Harris Chain of Lakes is another part of the charm of Mount Dora, often referred to as the “Bass Capital of the World.” These attributes and the beauty of the natural environment add to the allure of Mount Dora.

Mount Dora is also known as the Festival City, hosting a variety of international and regional events on a regular basis throughout the year, including but not limited to:

- Mount Dora Art Festival
- Mount Dora Spring Craft Show
- Mount Dora Sailboat Regatta
- Blueberry Festival
- Freedom on the Waterfront
- Seafood Festival
- Mount Dora Bicycle Festival
- Mount Dora annual Fall Craft Fair
- Mount Dora Scottish Highland Festival
- Light Up Mount Dora
- Snow in the Park
- Mount Dora Half Marathon and 5K

The Central Florida Film Festival was held this year in Mount Dora, and featured a premier short animated film produced by Steamroller Studios, headquartered in downtown.

Florida has a robust tourism department, known as Visit Florida. “Tourism” at this time is primarily related to the hospitality industry, as area hotels earn income from visitors that are primarily coming to visit the Orlando Area. According to research reported by Visit Florida for 2018 travel data, the average Florida domestic tourist visitor was a couple (2.1 persons), spending an average of 4.2 nights, with an average age of 49.1 years, an average household income of $117,900, and spending an average of $158.90 per day per person including transportation.

Florida welcomed 126.1 million overnight visitors during the 2018 calendar year according to Visit
Florida’s most recent tourism study. Since more than 35% of all domestic Florida leisure trips aim for Central Florida, which includes Mount Dora, the City is geographically well positioned in the heart of Florida’s tourism. This excellent location is a great starting point, but the key for Mount Dora is drawing the visitors to Orlando and Tampa Bays’ theme parks to Mount Dora. Mount Dora must create a special and unique appeal in the most competitive tourism market in the country. Visit Florida reported that Florida’s domestic visitors stayed an average of 4.2 nights in the state during 2018. This positive data lends itself to short-term (day, overnight, weekend) pleasure trips to Mount Dora as a target area of focus.

Mount Dora should shape itself as a market destination for in-state travelers with the possibility of drawing some out-of-state travelers as well. Tourists come to Florida for many reasons beyond the beaches and theme parks. They visit the museums, historic sites, galleries and theatres. They may include a cultural activity along with other activities, or their reasons for visiting may be entirely for what Florida’s diverse arts and culture offers.

Tourists and travelers in general prefer to stay in areas where there are activities, restaurants and shopping areas. Disney World is just 27 miles away! This provides the CRA with tremendous opportunity to draw the theme park visitors to the many delights of Mount Dora.

Successful tourism marketing encompasses many components: a defined brand that clearly conveys what a visitor can expect; the communication of that brand via a website and social media and all collateral/advertising; ease and availability of accessing information; the overall customer-service experience while visiting; the “feeling” experienced during a visit; and the way the experience is shared after departure.

Tourism initiatives are a key part of a city’s overall economic development strategic plan, as they bring visitors to a place that they may recommend to others in person or online; or that they may decide to move to and/or start a business in.

The primary focus of a targeted tourism program is on developing results-oriented programs to enhance the tourism development, marketing, economic development, customer service, and retail productivity of cities, downtown retail districts, shopping centers and other commercial properties, attractions and organizations.

Mount Dora has established a recognizable brand and become one of the most visited small cities outside of Orlando. But what brand equity does the area currently own? Does it differ among the constituents? What should it be? What differentiates the area from the rest in the region? It should be noted that any area’s brand is not what they say it is, rather…it is what the market tells them it is! Therefore, the messaging tactics are as important as the brand itself.

Determine appropriate target markets – clearly identify who they are, such as the visitor market, property owners, businesses, residents, office workers, public officials, etc. This can be further developed into specialized niches such as the cultural and historical supporters.

Strategies and message points for the trade – in addition to traditional marketing messages to the consumer/visitor, there will be a focus on how best to carry out the economic development activities of the area, including the key relationships with trade media and participation in tourism trade shows as well as other opportunities.

Most domestic visitors to Florida enjoy beach/waterfront activities, culinary/dining experiences, visiting friends/relatives, shopping and experiencing theme/amusement parks. Mount Dora’s marketing message needs to segment into niche promotions that interest smaller, targeted demographic groups with varied
interests and expectations such as freshwater fishing enthusiasts, families searching for lake activities or history buffs and Florida “Crackers.”

The main priority is to market and communicate the unique places and things to do in Mount Dora, so that when people visit the City, they leave thinking “What a great place! Or What a great place to live? Or What a great place to open a business!”

Ecotourism, and cultural heritage tourism are fast-growing segments of the Florida marketplace. Mount Dora has a unique opportunity to blend these segments with other facilities and attractions to build a successful regional visitor program. The history, culture, festivals, special events and recreational facilities of the area, highlighted by ecotourism and historic tourism programs, enhance the unique draw of Mount Dora and combined are a successful formula for tourism growth.

The following is brief summation of the tourism specialty or “niche” markets that are of particular interest to Mount Dora visitors.

Cultural Heritage Tourism is a branch of tourism oriented towards the cultural heritage of the location where tourism is occurring. The National Trust for Historic Preservation in the United States defines heritage tourism as “travelling to experience the places and activities that authentically represent the stories and people of the past.” What a great opportunity for Mount Dora to showcase its untapped historic sites and special events including: Donnelly House, Lakeside Inn, Blandford House, Mount Dora Railroad Station, Mound Dora Historic District and the Mount Dora Witherspoon Lodge of Free and Accepted Masons #111.

The Lakeside Inn was founded in 1883 and is listed on the National Registry of Historic Places, Lakeside
Inn is the oldest continuously operated hotel in the State of Florida. Lakeside Inn was the favorite spot in all of Florida for President Calvin Coolidge. Henry Ford and Thomas Edison were equally thrilled about Mound Dora during their visits.

The Mount Dora Golf Association was formed in 1945 when G.I.s returning from WWII petitioned the City of Mount Dora for a golf course. The city agreed to lease 80 acres along the Orange County line for this purpose. Using mule power and a bulldozer, these men crafted the first nine holes. On December 15th, 1946, the first ball was hit by Willard Wadsworth, President of the new Mount Dora Golf Association. The city gave the new golf course an unused traffic kiosk for the first pro shop. Nine holes were added in 1959 and the present clubhouse was built in the 1960s.
Today, the Mount Dora Golf Club includes an 18-hole, par-70/72 golf course featuring four sets of tees playing from 4,400 to 5,700 yards. Billed by the Club as "The Longest 5,700 yards in Florida," this golf course with varied elevation manages the difficult task of challenging serious players while helping rookies relax as they learn this classic game.

![Clubhouse at the Courtesy of Mount Dora Golf Club](image)

**Cultural Tourism**
The arts are a vitally important economic industry, generating revenue, creating jobs and developing communities. Cultural tourism is a major economic developer generator and developing this niche for Mount Dora is a priority. People will be attracted to Mount Dora to live and work just to be part of the cultural industry of the city.

There are many good reasons for the arts and culture industry to actively engage with the tourism industry. A recent study by Mandala Research found that cultural tourists spend 60% more per trip than those that do not take part in cultural activities. These visitors also stay longer and take more trips per year. Cultural tourists represent a market to be tapped to generate new audiences and new income.

Some of the cultural assets of Mount Dora include museums, galleries, performing arts, and events.
Not only does a cultural focus work for visitors, it also keeps residents happy and enhances their quality of life.

“The success of my family’s business depends on finding and cultivating a creative and innovative workforce. I have witnessed firsthand the power of the arts in building these business skills. When we participate personally in the arts, we strengthen our ‘creativity muscles,’ which makes us not just a better ceramicist or chorus member, but a more creative worker—better able to identify challenges and innovative business solutions.” — Christopher Forbes Vice Chairman Forbes, Inc.

The Community Center provides the focal point of the Downtown CRA’s cultural activities. This 1929 building was recently renovated by the CRA and provides a place for civic engagement for all citizens. The building has many upgrades including:

- ADA accessibility throughout the building
- Art exhibit space
- Concession area
- Enhanced stage area
- Expanded lobby and community meeting room
- Expanded restrooms
- New auditorium seating
- New industrial air conditioning system
- Private dressing rooms
- Upgraded sound, lighting, acoustics, and electrical systems
Future improvements to the Community Center will provide for visitors and residents alike to enjoy this piece of American historic architecture. Activities that encourage the daily use of the building should be encouraged, so that the community benefits from the investments made. The continued improvement of this building is important to the continuing vitality of the Downtown CRA. Partnerships with theater organizations and film studios offer another outlet for this outstanding asset of the area.

The following organizations have grant programs designed to encourage cultural tourism and other types of tourism programs:

**State**
- Florida Division of Cultural Affairs
- Florida Division of Historical Resources
- Florida Humanities Council
- Florida Department of Agriculture and Consumer Services
- Visit Florida

**Federal**
- Federal Institute of Museum and Library Services
- National Endowment for the Arts
- National Endowment for the Humanities
- National Park Service
- National Trust for Historic Preservation
- Preserve America
- US Department of Agriculture
- US Department of Transportation
- US Forest Service

**Nature-based tourism or “ecotourism”** as it is commonly referred to as a rising niche market that is increasing in popularity around the world. Whether it is for active nature experiences
such as kayaking, canoeing, cycling, hiking or bird-watching – or simply quiet enjoyment of the view of the river, the presence of beautiful unspoiled nature provides opportunity. Boating including fishing, cruises, canal connectors, and tour boats are great opportunities to promote ecotourism. It has been said that waterfronts are “gold” in attracting visitors, and Mount Dora has a big pot of gold to offer.

Some of the great natural assets of Mount Dora include the 4000 Acre Lake Dora:

**Grantham Point Park** – Located on South Tremain Street across from the Mount Dora Marina, the Grantham Point Park is sometimes referred to as "Lighthouse Park". The lighthouse has become one of Mount Dora's famous landmarks even appearing on the City and Chamber of Commerce logos. Built in 1988, the 35 ft. tall lighthouse is actually a functioning inland Aid to Navigation Marker with a flashing red light. Florida has 29 historic lighthouses stretching from Pensacola, to Jacksonville to Key West.

**Connectivity**

Importance has been placed in building in connected, compact, complete, beautified neighborhoods.
The neighborhood and the five-minute walk have become accepted and understood in planning. Also, of importance is bringing back quality, local flavor, variety, and small operators to the business of real estate development. When you do that, it is easier to bring back the human-scale of the public realm. To the degree that your city and CRA builds a better neighborhood, you can build value and wealth.

Parking is an expensive use of valuable real estate. And though it is an important feature that supports the livelihood of any downtown, it should be used strategically. Parking options should allow people to park once and then walk to multiple destinations, and ideally multiple people throughout the day should use each space.

Successful parking recommendations and strategies come in a variety of forms. However, the objective remains to provide a safe, convenient and healthy street life. Healthy street life means a critical mass of activity where people are more likely to incorporate it into their daily lives. Successful parking helps create destinations, which means a mix of commercial tenants and noncommercial activity that will keep people coming back; a nearby population base of residents, workers, or both; and daytime and evening uses, to keep life on the streets as long as possible.

Parking lots are much more than a place to temporarily store a car, they are often the first part of a space you visit or live next to. It is typically the gateway through which residents, customers, visitors or employees pass before they enter a building or area. Parking lots have a major impact on the design and character of a community and carry direct environmental impacts such as storm water-run off. It is also one of the critical elements of pedestrian-friendly design.

According to CityLab estimates, there are three nonresidential parking spaces for every car in the United States. That adds up to almost 800 million parking spaces, covering about 4,360 square miles. Placing parking lots in front of businesses, civic institutions and apartment/condo buildings not only diminishes aesthetics but also creates a separation between the buildings from sidewalks and streets.

This creates longer and more dangerous walking routes for pedestrians and makes public transit less attractive and viable, because the transit user’s journey from the bus stop to the store or apartment must take place through a large, crowded parking lot that is unprotected from the elements of heat, rain, etc. Additionally, having a high parking requirement for residential and commercial developments increases costs and reduces viability of projects.

Throughout the U.S., cities are making efforts to reimagine parking lots by making them cleaner, safer and eco-friendlier. Examples include increasing shade and air quality by providing trees and landscaping, promoting efficient storm water runoff management, improving visual aesthetics, adapting zoning policy related to parking to increase economic vitality and livability, providing incentives for alternative transportation, working with local employers to encourage car-pooling, bicycling, and walking and even the use of solar panels for shaded parking and sustainable energy production.

Mount Dora has already taken steps to address parking issues by researching for locations for a
new multi-level parking garage and adding new surface lots.

Automated parking solutions are being used in smart cities throughout the world. These solutions can provide efficient parking and can also provide an additional revenue source for the City. One value of automated parking is that it occupies far less of a footprint on a site, allowing small sites to be considered for public parking. Also automated parking is usually designed in an enclosed envelope which oftentimes looks like a modern office building. The ability to activate office parking for nighttime use is another tool for adding parking options to areas that are currently challenged.

As parking becomes more of a necessity for growth, the Downtown CRA will want to use it also as a tool to attract private sector investment. Redevelopment that encourages a live, work, play environment by concentrating a variety of daytime (office, commercial, retail, restaurants, etc.) and nighttime (restaurants, breweries, public entertainment, cultural arts, etc.) uses tend to be successful.
Mount Dora Transportation
The Wekiva Parkway Project (SR 429) will connect to SR 417, completing the beltway around Central Florida, while helping to protect the natural resources surrounding the Wekiva River, according to the Florida Department of Transportation. This estimated $1.6 billion project includes $500 million of non-toll road improvements including:

- Widening seven (7) miles of SR 46 in Lake and Seminole Counties
- Rebuilding the US 441/SR 46 interchange in Mount Dora
- Shifting the CR 46A connection to SR 46 so wildlife can move more safely between habitats
- Providing non-tolled, one-lane service roads parallel to the parkway in part of east Lake and Seminole Counties
- Building a 10-mile, multi-use trail along portions of the parkway in east Lake and Seminole counties

The 25-mile tolled expressway will provide travel alternatives and relieve US 441, SR 46 and other area roads of traffic congestion resulting from growth and travel between Orange, Lake and Seminole Counties.

Authorized in 2004 by the Wekiva Parkway and Protection Act (Chapter 369, Part III, F.S.), this expressway has been heralded as a shining example for transportation planning through an environmentally sensitive area. Development of the Wekiva Parkway has included setting aside more than 3,400 acres of land for conservation. The parkway also will include numerous wildlife bridges and will be largely elevated to reduce accidents between vehicles and wildlife.
Hwy 441 State Transportation Improvement Project

- US 441
- SR 44
- SR 46

This project consists of widening/reconstruction of State Road (S.R.) 500 / U.S. 441 to a six-lane divided urban roadway from north of S.R. 46 to S.R. 44/Donnelly Street in Lake County; a total
distance of approximately 2.4 miles in length.

The project includes an at-grade intersection at U.S. 441 and State Road (S.R.) 46, with a grade separated flyover from southbound U.S. 441 to eastbound S.R. 46. The project also includes the reconstruction of S.R. 46 into a six-lane divided controlled access roadway.

The proposed roadway typical section of S.R.46 is a six-lane urban arterial. This section would provide a 22-foot raised median, three travel lanes in each direction, buffered bike lanes, curb and gutter, and 5-foot sidewalks.

The proposed roadway typical section is a six-lane high speed urban roadway consisting of six 12-foot travel lanes (three in each direction) with a 6.5-foot inside paved shoulder, 6.5-foot outside paved shoulder (for bicycle lanes), and curb and gutter. The median separation is 30 feet in width. The existing pavement (24 feet in each direction) of the existing travel lanes is proposed to be milled and resurfaced. Five-foot sidewalks are provided on both sides within the existing right-of-way. Storm drains and stormwater ponds would be required.

Right of way acquisition is anticipated to accommodate for stormwater ponds and drainage easements, and intersection improvements (at the U.S. 441/Donnelly Street/S.R. 44 signalized intersection and the U.S. 441/Pine Avenue un-signalized intersection).

Section 2.0 Implementation Plan

2.1 Economic Development

Economic development is building wealth in a community, encouraging economic growth, and improving quality of life. Several economic development initiatives are needed to foster redevelopment efforts within the CRA. Promotional Activities, Cultural Arts & Branding, Main Street, Lake Dora Lakefront, Property Redevelopment & Public-Private Partnerships, Workforce & Job Training Programs, and Business Retention & Attraction will serve as economic drivers in the community. New investment in the CRA is needed to enhance quality of life for residents and increase the commercial tax base.

2.1.1 Promotional Activities for Economic Development

Objective: Encourage residents and visitors to shop, live, work, and play in Mount Dora through promotional efforts. Encourage development efforts that support this initiative and provide housing in the Downtown.

Implementation:
- Produce plan for and execute an image enhancement
- Maintain Public Outreach Efforts though print, online, and social media
- Provide funding and support for programs and activities that further Marketing and Branding of Mount Dora and the CRA, including an expanded social media presence
- Reinforce the unique “brand” of Mount Dora. Use the accolades received by Mount Dora, such as Top Place to Retire, to create a new vision as Top Place to Live and Work and increase visitors
- Work with Lake County and City to expand marketing program to include specific niche tourism markets and utilize Visit Florida’s reach and resources to promote Mount Dora as a cultural, historic, and makers market for visitors in cooperation with Visit Mount Dora.
Use Mount Dora’s Major Events to create the synergy for continuous benefits from events
Create and promote other projects, programs, and activities that meet objective

2.1.2 **Cultural Arts & Branding**
Objective: Create an environment that is conducive to the expansion of performing and visual arts throughout the CRA. Incorporate the Cultural Arts as a critical component of Economic Development.

Implementation:
- Work with City to reactivate programming at the Community Building to hold concerts, film screenings, and other performing arts offerings. Consider institutional access for the venue for classes during off-peak times.
- Promote and capitalize on the existing cultural offerings in the CRA like the Modernism Museum and the Mount Dora Center for the Arts
- Promote cultural arts brand though new and existing events like the Mount Dora Art Fair
- Create and promote other projects, programs, and activities that meet objective

2.1.3 **Main Street and Commercial Corridors**

Objective: Preserve main street environment in the CRA and create viable Commercial Corridors within the Mount Dora CRA, including Downtown, the Highland Street Business Area, Donnelly Street Corridor, Fifth Avenue Corridor, and Robie and Camp Avenues by
encouraging and facilitating sound real estate acquisition, assemblage, development and Public Private Partnerships.

Implementation:
- Encourage walkable streetscapes with wide sidewalks, shade cover trees, benches, complete street elements, and buildings fronting street
- In the Donnelly Street Corridor:
  - Preserve and enhance traditional residential neighborhood character
  - Continue enhancement of tree-lined corridor to create a walkable path to the “center” of downtown
  - Encourage infill housing development and live/work units
  - Mix housing types. Apply missing middle concepts
- For the Fifth Avenue Corridor:
  - Enhance commercial activity continuation linking the “center” downtown to Highland Street
  - Encourage moderate density infill development to frame the 5th Avenue, with ground floor activity creating a sense of urban “living room” leading to the lakefront
  - Potential location for gateway landmark to create a sense of place and pride
- In the Robie & Camp Avenues Industrial Area:
  - Support light manufacturing (i.e. leathermaking, glassblowing, welded works, etc.)
  - Encourage opportunity to establish an innovation hub for entrepreneurs and attract innovation
  - Assure a historic warehouse architectural style to be compatible with the City of Mount Dora
  - Allow complimentary uses, such as a food hall, micro-breweries, taco shops, coffee shops, bars, shared commercial kitchens, and large gatherings – convention style space
- In the Highland Street Business Area:
  - Enhance commercial activity continuation linking to 5th Avenue and feeding the adjacent residential areas
  - Enhance the corner of 5th Avenue and Highland Street with active uses and a gathering space
  - Promote on-street parking where feasible
  - Enhance build-to-line developments and improve sidewalk activity
  - Preserve small town charm
  - Encourage public spaces like greens, plazas, and pocket parks along this corridor
- In Downtown:
  - Define a clear “center” where people gather and have a greater sense of community “ownership”
  - Enhance a path and vista to the lakefront (potentially along 5th Ave)
  - Encourage lakefront activities. Increase density horizontally.
  - Attract and promote young entrepreneurial businesses, such as, vintage coffee shops, bakeries, micro-breweries, food hall markets, entertainment, etc.
- Work with the private sector to encourage and facilitate sound real estate acquisition,
assemblage, and development
- Work with FDOT to create strategies for successful access and aesthetics for all corridors
- Provide funding and support for programs and activities that further Economic Development of Commercial Corridors
- Other projects, programs, and activities that meet objective

2.1.4 Lake Dora Lakefront

Mount Dora Lakefront Connectivity Diagram

Objective: Activate the lakefront, provide more lakefront dining options and amenities to draw
visitors and residents.

Implementation:
- Encourage waterfront activities
- Work with private property owners to bring more waterfront activity and dining options
- Provide additional recreational activities along the waterfront, including swings, walk/bike/run paths and trails, and kayak/canoe launch points
- Fund programs to provide technical assistance/consulting services to plan and create a lakefront residential village and promenade with a mix of housing that will provide a range of price points.
- Increase access to the lake with the extension of trails and pathways, docks, piers and boardwalks.
- Link the Lakefront and Downtown with a continuous promenade that provides public views and access to the waterfront
- Seek grants for waterfront public boardwalk
- Create and promote other projects, programs, and activities that meet objective

Example of Boardwalk with Commercial Activity  Example of Nature Boardwalk

2.1.5 Property Redevelopment and Public-Private Partnerships (P3s)
Objective: Work with the private sector to identify and create public/private partnerships for commercial, residential, cultural, mixed-use, and aesthetics projects to realize redevelopment goals and increase the tax base to fund neighborhood improvements.

Implementation:
- Enter into public-private partnerships for community benefit and explore projects such as an improved community center, parking structures, mixed use developments, commercial developments, or other developments that fulfill the mission of the CRA
- Encourage infill development where appropriate. Assure architectural style is compatible with historic surroundings. Historic Preservation is the unique competitive advantage of Mount Dora. People feel a unique appreciation for unique traditional towns.
- Explore housing or additional pickleball courts options for portion of CRA.
- Develop alternative uses for the railroad facilities that complement the Downtown and surrounding areas
- Use P3 projects to incorporate public parking
- Acquire land for redevelopment
- Explore expanding CRA to include adjacent areas that meet the finding of necessity
Other projects, programs, and activities that meet objective

Opportunity Sites in the Mount Dora CRA

2.1.6 Workforce and Job Training Programs
Objective: Provide opportunities for workforce and employment by creating an environment that promotes the development of skills and education of residents. Stimulate new business activity, cultivate entrepreneurs of the future, attract new industry to the area, and create jobs, particularly for those residing in the redevelopment area and in the city.

Implementation:
- Partner with workforce agencies to work with area businesses, and other private and public agencies, assist residents in finding jobs, especially through job fairs
- Create partnerships with local businesses, educational, and vocational institutions to train residents for jobs in the City. Lake Sumter College offers several technical classes and programs
- Continue High Value Job Creation Program
- Other projects, programs, and activities that meet objective
2.1.7 Business and Talent Retention and Attraction

Objective: Create synergy among the downtown businesses and leverage the existing business base and talent to attract new businesses and talent to the downtown. Businesses that complement the direction of the Mount Dora CRA should include a mix of creative and innovative enterprises that provide jobs for the millennials. This type of business provides quality, local flavor, and variety to the area, with interests aligned with those of the CRA.

Implementation:

- Encourage business owners to hold block parties, shop local, and other special events to attract residents and visitors to their businesses
- Host social media and window dressing training sessions for business owners
- Reposition the Mount Dora market through Branding & Marketing initiatives to attract new targeted uses/industries, retain existing businesses and improve the quality of life within the Mount Dora CRA
- Participate in Broker Banker Events, Developer Forums, Educational Forums, Fam tours for Tourism Professionals, and other industry events & activities
- Provide funding and support for programs and activities that further Economic Development of Target Uses/Industries
- Explore positioning the City of Mount Dora/CRA as an incubator for creative businesses and a venue for performing arts
- Work with the City of Mount Dora to support and recruit “target” commercial, cultural and light industrial uses/industries within the CRA. Target appropriate uses for the Robie and Camp Avenues Workplace Area which includes the Camp Avenue Industrial Park and launch a campaign to attract new businesses to vacant commercial properties
- Ensure and take on initiatives to increase positive quality of life perception
- Capitalize on existing assets:
  - Educational Institutions
  - Community Building
  - Transportation Improvements
- Target new uses/industries:
  - Identify opportunities as redevelopment builds momentum
  - Identify businesses and industries expanding/relocating within Central Florida
- Identify existing business clusters within the City of Mount Dora, including:
  - Games, Music/Audio-Visual/Broadcast/Film Production
  - Architecture/Interior Design/Antiques
  - Arts/Arts Education
  - Museum/Gallery
  - Tourism niche markets including cultural, ecotourism & historic tourism
  - Event Planning/Production
- Other projects, programs, and activities that meet objective

2.2 Connectivity

The ability to connect people to places through various modes of travel help to create diverse, vibrant and healthy communities. A comprehensive transportation network system connects people whether they are pedestrians, bicyclist, drivers, public transit riders or any combination of these travel methods. The CRA area has a very walkable community grid. Important destinations such as neighborhood
centers require good connectivity to attract people to support businesses as well as to help meet daily needs. A well balance transportation network helps reduce the reliance of automobile trips, lessening the need to drive and alleviate traffic congestion, while strengthening community ties.

2.2.1 **Pedestrian Movement and Streetscape**

Objective: Increase movement, interactions, and encounters among pedestrians with streetscapes that encourage walkability and paths that are comfortable and safe for the pedestrian.

Implementation:
- Complete Downtown Streetscape Project Phases 4 and 5
- Widen sidewalks, add shade trees and benches on main streets
- Support small street grid and short blocks
- Encourage more walkability by offering diverse destinations to walk to
- Install crosswalk stripping, public art crosswalks, landscape, roundabouts, and raised pedestrian crossings
- Encourage community gathering places through a walkable fabric that connects the City and the CRA
- Invest in roadway, sidewalk, landscaping and infrastructure improvements within the Downtown District and along Commercial Corridors including parks, streetscapes and landscapes
- Invest in downtown lighting to encourage nighttime retailing
- Other projects, programs, and activities that meet objective
2.2.2 Mobility and Transit
Objective: Encourage different mobility options to go through different neighborhoods in the CRA and improve connectivity within the district. Encourage safe, convenient, efficient and effective motorized and alternative-means transportation and transit systems within the CRA.
Implementation:
- Increase mobility options through the CRA
- Design streets for multiple modes of transportation
- Advocate for future transit opportunities
- Support transit and traffic circulation analysis
- Provide and support grant funding for transportation projects particularly with FDOT
- Explore other transportation and transit initiatives including ride share, park and ride and shuttles
- Provide continued funding and support for Gateway and Wayfinding Signage consistent with Mount Dora Comprehensive Signage Master Plan
- Other projects, programs, and activities that meet objective

2.2.3 Multi-Use Trails
Objective: Promote improved inadequate traffic facilities, trails and facilities as designated in the Mount Dora Trails Master Plan. To incorporate design standards set on Mount Dora Trails Master Plan within the CRA.

Implementation:
- Provide funding for the extension of the existing trail network, including Tremain Street Greenway and Regional Trail
- Plan and design trails in cooperation with FDOT
- Provide funding and support for programs and activities that expand the bicycle network within the CRA boundary and encourage bicycle transportation
- Other projects, programs, and activities that meet objective

2.2.4 Regional Connectivity: State Road 46 and Toll Road 453
Objective: Promote the availability of new connections Toll Road 453 and State Road 46 to Mount Dora

Implementation:
- Enhance First Avenue as gateway entry into CRA district from SR 46
- Install Wayfinding Signage Program especially for Highland Street
- Promote new roadways available for larger events like the Mount Dora Art Fair
- Explore expanding CRA to include First Avenue/SR 46
- Other projects, programs, and activities that meet objective

2.3 Infrastructure
It is important to coordinate all CRA, City, County, State & federally funded infrastructure improvements. During the improvement process the CRA should push for best practice systems, resources, and providers. The CRA should continue moving forward with the upgrades to community stormwater and drainage systems. This improvement project will alleviate residential flooding and provide better systems that can support additional development projects.

2.3.1 Parking
Objective: Use parking as a redevelopment tool and support strategies in the Mount Dora Parking Study Implementation Plan. Create efficient and attractive parking to support retail, restaurant, cultural, office and industrial facilities within the redevelopment area.
Implementation:
- Explore automated parking options and pursue if feasible
- Allow and facilitate private daytime use parking availability at night
- Explore programs and activities that encourage shared use of public and private parking facilities. Continue to enter into shared parking agreements with property owners.
- Continue to find solutions for parking throughout the CRA that are environmentally sound and safe
- Use Public Private Partnerships to develop parking solutions
- Provide funding and support for development of public parking facilities, including public/private partnerships to develop projects with public parking components
- Provide funding and support for programs and activities that further public and shared parking facilities within the CRA
- Carryout initiatives in the Mount Dora Parking Study Implementation Plan
- Other projects, programs, and activities that meet objective

2.3.2 Stormwater and Drainage
Objective: Ensure stormwater and drainage capacity and infrastructure sufficient to meet needs of redevelopment projects occurring in the CRA

Implementation:
- Use “water smart” planning for parks to provide gathering places and retain stormwater
- Enable drainage projects that are innovative
- Other projects, programs, and activities that meet objective

2.3.3 Other Public Infrastructure Projects
Objective: Support other public infrastructure projects that increase success of redevelopment projects in CRA.

Implementation:
- Provide funding and support for other programs and activities that further Public Improvement initiatives in Downtown Mount Dora, Lakefront Area, and along Commercial Corridors
- Explore undergrounding utilities
- Other projects, programs, and activities that meet objective

2.4 Neighborhoods
The CRA is comprised mostly of commercial areas that are connected through walkable street grids. Housing improvements are needed for existing housing stock and a variety of new housing product needs to be delivered in the CRA, especially Downtown. Additional housing in a market creates diversity in housing types and attract new residents to the area. When building stronger neighborhoods, Community Policing is a crucial element. Within the CRA community relations personnel keep the neighborhood safe and gives law enforcement the opportunity to interact with the residents they protect and serve. To enhance pride within a community it is important to reduce blighted areas through beautification efforts in public spaces, routine maintenance of streetscapes, and enhancements to the built environment.
2.4.1 **Market and Workforce Housing**
Objective: Work with the private sector to create a “Healthy Mix” of Affordable, Workforce, Market Rate, Luxury, and Mixed-Income Housing

Implementation:
- Encourage the private sector to create Affordable, Workforce, Market Rate, Luxury, and Mixed-Income Housing within the CRA
- Incentivize with TIF, if necessary, when possible
- Provide funding and support for programs and activities that further private sector development of Affordable, Workforce, Market Rate, Luxury, and Mixed-Income Housing
- CRA should adopt a relocation policy to provide adequate protections and assistance for any persons displaced by redevelopment activities
- Facilitate use of public funds to private sector development to create Workforce and Affordable Housing:
  - Low-Income Housing Tax Credits (LIHTC)
  - State Apartment Incentive Loan program (SAIL)
  - Other Funds available to private sector
- Other projects, programs, and activities that meet objective

Objective: Work with the City of Mount Dora and Lake County to encourage development and renovation of Affordable, Workforce, and Mixed-Income Housing as need is demonstrated

Implementation:
- Encourage the public sector – City/County/other Agencies – to create Affordable, Workforce and Mixed Income Housing within the CRA.
  - Home Investment Partnerships Program (HOME)
  - State Housing Initiative Partnership (SHIP)
  - Neighborhood Stabilization Program (NSP)
  - Other funding available to the public sector
- Provide funding and support for programs and activities that further development and renovation of Affordable, Workforce, and Mixed-Income Housing as need is demonstrated
- Other projects, programs, and activities that meet objective

2.4.2 **Community Policing and Safety**
Objective: Reduction of crime or perception of crime through community policing and other efforts to enhance community pride, beautification, and communication between residents, the city, law enforcement, and local businesses. Programs should encourage participants to keep a careful watch for possible undesirable activities in the CRA, assist in vigilance of visitors, children, and the elderly.

Implementation:
- Establish Neighborhood Ambassador Program to work with existing Neighborhood Watch Programs
- Provide funding and/or staffing for proactive community policing program
- Provide funding and support for programs and activities that encourage safety through
CPTED
- Other projects, programs, and activities that meet objective

2.4.3 **Beautification and Enhanced Maintenance**
Objective: Make high visibility areas throughout CRA neighbors attractive and be responsive to maintenance items. Support Neighborhood Improvement initiatives to reduce slum and blight conditions in residential and commercial neighborhoods.

Implementation:
- Continue Commercial Visual Improvement Program
- Work with area schools to have students participate in cleanup efforts weekly in Downtown for community service hours
- Plant attractive colorful Florida Native plants in high visibility areas
- Provide funding and/or staffing for proactive “clean and safe” programs and activities, including pressure cleaning of sidewalks, litter control, and graffiti removal,
- Provide funding and support for residential Neighborhood Signage projects consistent with Mount Dora Comprehensive Signage Master Plan
- Provide funding and support for improvement to sidewalks and swale areas within residential neighborhoods within the CRA
- Other projects, programs, and activities that meet objective

2.5 **Redevelopment Support**
The vision of elected officials and city staff is important for the private sector to understand. Both public and private sector vision is important and should align to spur redevelopment in an area. Updated land development regulations and an investor friendly environment is important for growth. It is also imperative that the city is responsive to potential investors, provide good customer service and share up to date information regarding the city.

2.5.1 **Administration**
Objective: Encourage and support sound and redevelopment-friendly Land Development Regulations within the City of Mount Dora

Implementation:
- Work with the Planning Department to encourage and support Land Uses, Zoning, and Building Codes that encourage future redevelopment, such as:
  - Mixed Use Land Use
  - Transit Oriented Land Use and Zoning
  - Density Variances and Bonuses to create higher densities
  - Inclusionary Zoning and Linkage Fees
  - Streamlined Building Codes/Other Regulations
- Other projects, programs, and activities that meet objective

Objective: Use Powers of Borrowing, Land Acquisition & Disposition to further Mount Dora CRA Redevelopment Goals & Initiatives

Implementation:
- Use CRA Powers to Borrow and/or Issue Revenue Bonds to fund projects that support Redevelopment Goals & Initiatives
- Use CRA Powers of Land Acquisition and Disposition to acquire and dispose of
commercial, industrial, and residential properties to further Redevelopment Goals and Initiatives

- Other projects, programs, and activities that meet objective

Objective: Provide Economic Incentives and other support to projects that further Mount Dora CRA Redevelopment Goals & Initiatives

Implementation:
- Provide funding for and create infrastructure to support Redevelopment Goals, Initiatives, and projects
- Provide funding to offset Impact Fees for Targeted Industries
- Provide direct incentives for development of projects to realize other Redevelopment Goals or to increase Increment Revenue.
- Provide incentives to match other funding for development projects, including:
  - Low-Income Housing Tax Credits (LIHTC)
  - State Apartment Incentive Loan program (SAIL)
  - New Market Tax Credits (NMTC)
  - Other
- Explore adding energy efficiency incentives to property improvement programs
- Other projects, programs, and activities that meet objective

Section 3.0 Summary of Redevelopment Activities
The CRA has invested its tax increment revenue into the construction and maintenance of public improvements and other redevelopment programs since 1989.

Completed Projects:

**Downtown Improvement Project**: The Primary Objective of the project is to improve pedestrian access and safety throughout the area with the priority of making a better physical and visual connection from the downtown to Lake Dora. The main design elements of the improvements were:
- ADA accessible ramps
- Crosswalks with pavers
- Wider sidewalks
- Add antique streetlamps
- Replace grass strips between the sidewalk & curb with ground cover or pavers
- Bump-outs at corners to accommodate ADA ramps and landscaping
- Address hazardous and non-viable trees
- New tree plantings

**Phase I** was completed October 1, 2013
**Phase II** was completed October 1, 2014
**Phase III** was completed October 1, 2015

**Community Building Renovation & Expansion**: While maintaining its 1929 historic and architectural appeal, the renovated building has many upgrades, including:
- ADA accessibility throughout the building
- Art exhibit space
- Concession area
- Enhanced stage area
- Expanded lobby and community meeting room
- Expanded restrooms
- New auditorium seating
- New industrial air conditioning system
- Private dressing rooms
- Upgraded sound, lighting, acoustics, and electrical systems

**Highland Street Right of Way Improvements:** A left-turn lane was installed from southbound Highland Street to eastbound First Avenue (CR 46) and a wider right-turn lane was added from westbound First Avenue to northbound Highland Street. Enhancements on Highland Street from Shirley Avenue to northbound Highland Street included single-trunk variety of Crepe Myrtles replacing the East Palatka Hollies and decorative pavers replacing the sod.

Jasmine groundcover replaced the sod under the existing oak trees. Also included were paver crosswalks at First and Second Avenues.

**Other Projects**
- Baker / Tremain Street Parking Lot, 2000
- Childs Park / Gilbert Park Restrooms, 1997
- Commercial Market Analysis & Business Development Study, 2004
- Curbs and sidewalks – Tremain, Baker 4th, 3rd, 2000
- Curbs, sidewalks, lighting, landscaping – Alexander 4th, 3rd, Donnelly, 1999
- Directional signage, 2004 and 2011
- Donnelly Park (15% of project cost provided by CRA), 1999
- Donnelly Street / Limit Avenue Traffic Signal, 2001
- Donnelly Street Phase 2 - Lincoln Avenue to Limit Avenue, 2002
- Donnelly Street Phase 1 – Seventh Avenue to Lincoln Avenue, 2001
- Downtown Alleyways (Royellou Lane, Dora Drawdy Way), 1999
- Evans Park Wall, 1993
- Highland Street / Fifth Avenue Improvements, 2003
- Highland Street / Liberty Avenue parking lot and improvements, 2003
- Highland Street Improvements, 1993-1995 and 2011
- Historic Tour Brochure, 2009 & 2011
- Palm Island Parking Lot, 2005
- Parking brochure, 2007 & 2011
- Parking garage, 1995 - 1996
- Refurbished intersection at Donnelly Street and Fourth Avenue, 2006
- Refurbished Mount Dora sign at Highland Street and First Avenue, 2006 & 2011
- Resurfaced parking lot at Alexander Street & Fourth Avenue, 2006
- Street Tree Planting & Management Plan, 2004

**Additional Parking Lots**
- 1990-1993
  - Alexander Street and Fourth Avenue
  - Baker Street and Fifth Avenue
  - Baker Street and Fourth Avenue
  - Donnelly Street and Third Avenue
- 2019
  - Third Avenue & Baker Street
Sharing Parking Agreements
- Mount Dora First United Methodist Church
- First Baptist Church Mount Dora

Section 4.0 Capital Improvements Plan

<table>
<thead>
<tr>
<th>MOUNT DORA CRA – POTENTIAL PROJECTS &amp; PROGRAMS ESTIMATED COSTS AND POTENTIAL FUNDING SOURCES FY 2020-2047</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT/PROGRAM/ACTIVITY</td>
</tr>
<tr>
<td>------------------------------------------------------</td>
</tr>
<tr>
<td>Parking Garage</td>
</tr>
<tr>
<td>Lake Dora Waterfront Improvements</td>
</tr>
<tr>
<td>Pedestrian Improvements</td>
</tr>
<tr>
<td>Streetscape Improvements</td>
</tr>
<tr>
<td>Property Acquisition</td>
</tr>
<tr>
<td>Multi-Use Trails</td>
</tr>
<tr>
<td>CRA Branding-Marketing</td>
</tr>
<tr>
<td>Wayfinding Signage</td>
</tr>
<tr>
<td>Development Incentives</td>
</tr>
<tr>
<td>Business Retention and Attraction Incentives</td>
</tr>
<tr>
<td>Beautification and Enhanced Maintenance</td>
</tr>
<tr>
<td>Property Redevelopment</td>
</tr>
</tbody>
</table>

Section 5.0 Funding and Finance

The Mount Dora CRA has successfully completed infrastructure improvements, enhanced public cultural facilities, and supported Downtown improvements. Moving forward, it will be important for the CRA to establish revenue generating activities to increase the tax base and fund other initiatives. Such repositioning activities will be critical for the CRA to foster development and business attraction. The identified CRA Potential Projects and Programs should lead budget allocation. The CRA can issue Bonds as an allowed debt funding method. In addition to CRA Funds there are alternative financing sources that support the redevelopment of an area. Below is the Tax Increment Funding (TIF) Projections for Fiscal Years 2020-2047, and description of funding and financing sources.

Tax Increment Revenues

Tax Increment Revenue is typically the major source of funding for redevelopment projects under the State of Florida Community Redevelopment Act. This increment, which is determined annually, is a percentage of the difference between the amount of ad valorem taxes levied each year by each applicable taxing authority on taxable real property within the Community Redevelopment Area and the amount of ad valorem taxes that would have been produced by the current millage rates prior to establishment of the Redevelopment Trust Fund. Both amounts are exclusive of debt service millage of the taxing authorities.

The ability of the Community Redevelopment Agency to utilize this funding method requires two key actions:
a. The establishment of a redevelopment trust fund as required by FS 163.387 as the repository for increment tax funds, and;

b. The provision, by ordinance of the City, for the funding of the redevelopment trust fund for the duration of the Community Redevelopment Plan.

**Redevelopment Revenue Bonds**
The provisions of F.S.163.385 allow the Community Redevelopment Agency to issue "Revenue Bonds" to finance redevelopment actions, with the security for such bonds being based on the "anticipated assessed valuation of the completed community redevelopment." In this way, the additional annual taxes generated within the Community Redevelopment Area, the "tax increment", is used to finance the long-term bond debt. Prior to the issuance of long-term revenue bonds, the City or Community Redevelopment Agency may issue bond anticipation notes to provide up-front funding for redevelopment actions until sufficient tax increment funds are available to amortize a bond issue.

Taking advantage of this revenue source enables the Community Redevelopment Agency to leverage TIF and provide more funds for projects upfront instead of as a pay as you go scenario. There are many advantages to utilizing bonds including being able to implement projects quicker and leveraging private investment by constructing public improvements. An analysis of debt service should be conducted to determine if bonds are practical for the Mount Dora CRA.

**Alternative Financing Sources**
- **Transit Oriented Development Funding**: The County could issue an RFP for a long-term lease for development of transportation sites, which attract private funding.
- **Metropolitan Planning Organization Funding**: The CRA should partner with the MPO, Lake County, and FDOT to advocate for additional transportation investments that will improve connectivity and aesthetics of the area's main corridors.
- **Housing and Urban Development Grants and Loans**: The US Department of Housing and Urban Development (HUD) provides low-interest loans to local governments for the implementation of capital projects for revitalization and economic development, including streetscape and infrastructure improvements. These loans can be supplemented by Economic Development Initiative (EDI) grants from HUD.
- **Department of Economic Opportunity Grants**: The Florida Department of Economic Opportunity (DEO) provides grants to local governments for the planning and implementation of economic development initiatives. Grants are usually in the $40,000 range.
- **Economic Development Transportation Fund**: The Economic Development Transportation Fund, commonly referred to as the "Road Fund," is an incentive tool designed to alleviate transportation problems that adversely impact a specific company's location or expansion decision. The award amount is based on the number of new and retained jobs and the eligible transportation project costs, up to $3 million. The award is made to the local government on behalf of a specific business for public transportation improvements.

**Section 6.0 Exit Strategies**
The goals of CRA's are to stimulate and change market conditions, and to provide catalysts and investments that promote private investment and redevelopment. As plan implementation occurs and initiatives move forward, success will depend on strong leadership and project management, with the goal of reducing and eventually eliminating the need for tax increment funding support. This plan has identified several additional and alternative funding mechanisms that may be available to continue public and private redevelopment initiatives.
Additionally, the CRA should identify certain metrics and measures which indicate progress toward the redevelopment goals, and which will ultimately guide any policy decisions.

CRA Performance and Progress Metrics and Measures:
- Tax base growth and increase of increment revenue
- New business starts
- Consumer and business perception survey results
- Retail sales change
- Household income change
- Private investment levels
- Number of requests for and/or need for CRA incentives for project feasibility
- Public investment and capital project completions
- Change in the crime rate
- Transfer of successful program responsibility to partner organizations
- Successful utilization of the alternative funding mechanisms

The above measures should be established by the Mount Dora CRA Advisory Board, tracked and reported by Mount Dora CRA staff, and monitored by the Mount Dora City Commission

**Section 7.0 Required Plan Contents**

Mount Dora Community Redevelopment Agency
Chapter 163.362 Checklist

In accordance with 163.362 Florida Statutes, the Community Redevelopment Plan must include the elements described below. The following section includes language from the statute shown in italic type, with a brief response to each element in normal type.

1) **Contain a legal description of the boundaries of the community redevelopment area and the reasons for establishing such boundaries shown in the plan.**

   Legal description of the Mount Dora CRA boundary is included in the Ordinance 447, as Appendix C, which provides for legal description of the redevelopment areas. The areas within the boundaries were shown to contain slum and blight in Resolution dated May 26, 1987, which is included as Appendix B.

2) **Show by diagram and in general terms:**
   
   (a) The approximate amount of open space to be provided and the street layout.
   (b) Limitations on the type, size, height, number, and proposed use of buildings.
   (c) The approximate number of dwelling units.
   (d) Such property as is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature.

   Maps of the Mount Dora CRA and a general description of the existing physical and regulatory conditions are included in the *Economic Market Overview*, Appendix A. The areas within the Mount Dora CRA remain subject to the County’s Comprehensive Plan and zoning regulations, which stipulate limits on locations, sizes, height, etc. of dwelling units, streets, and park and recreations areas, among other things.

(3) **If the redevelopment area contains low or moderate income housing, contain a neighborhood impact element which describes in detail the impact of the redevelopment upon the residents of the**
redevelopment area and the surrounding areas in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.

A community analysis is included in the section highlighting Neighborhoods and in the Economic Market Overview.

(4) Identify specifically any publicly funded capital projects to be undertaken within the community redevelopment area.

The Capital Improvement Plan and Funding and Finance sections includes revenue and expense projections. Specific public capital projects are identified in this list and in the Implementation Plan section. Publicly funded projects will be evaluated on an ongoing basis.

(5) Contain adequate safeguards that the work of redevelopment will be carried out pursuant to the plan.

Specific programs and expenditures must be enumerated in the Plan for the CRA to have the authority to undertake them. CRA activities are overseen by a Board of Council members that meet periodically in public session to review and monitor all CRA activities.

Refer to Capital Improvement Plan and the Implementation Plan for a description of both general and specific programs.

(6) Provide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the governing body deems necessary to effectuate the purposes of this part.

Regulatory and zoning authority within the CRA is governed by the County. Any recommendations regarding regulatory amendments and design guidelines to assist with redevelopment efforts must be implemented by County Staff and Board.

(7) Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the community redevelopment area.

The Neighborhood section includes a discussion of neighborhood impacts of redevelopment and includes a recommendation that the CRA adopt a relocation policy to provide adequate protections and assistance for any persons displaced by redevelopment activities.

(8) Provide an element of residential use in the redevelopment area if such use exists in the area prior to the adoption of the plan or if the plan is intended to remedy a shortage of housing affordable to residents of low or moderate income, including the elderly, or if the plan is not intended to remedy such shortage, the reasons therefore.

The Economic Development section and the Neighborhood section highlight residential redevelopment. Many portions of the Mount Dora CRA are commercial corridors. The Plan contemplates strengthening existing neighborhoods and providing for additional housing, where economically feasible, to improve and diversify housing stock and housing opportunities.
(9) Contain a detailed statement of the projected costs of the redevelopment, including the amount to be expended on publicly funded capital projects in the community redevelopment area and any indebtedness of the community redevelopment agency, the county, or the municipality proposed to be incurred for such redevelopment if such indebtedness is to be repaid with increment revenues.

Detailed financial projections are provided in the Capital Improvements Plan section. These financial projections will be reviewed and updated at least annually so that the CRA is always able to look ahead and plan for adequate financial resources to undertake its activities.

(10) Provide a time certain for completing all redevelopment financed by increment revenues. Such time certain shall occur no later than 30 years after the fiscal year in which the plan is approved, adopted, or amended pursuant to s. 163.361(1). However, for any agency created after July 1, 2002, the time certain for completing all redevelopment financed by increment revenues must occur within 40 years after the fiscal year in which the plan is approved or adopted.

This amendment to the Plan will extend the life of the Mount Dora for a period of twenty-seven years until October 1, 2047. This date should be noted in the Resolution to adopt the Plan as the time certain for completing all redevelopment activities.
Appendix A: Economic Market Overview

Mount Dora CRA Plan Update
Economic Market Overview
September 2019

Prepared by: Redevelopment Management Associates (RMA)
Prepared for: City of Mount Dora CRA

Image retrieved from Oliver’s Twist Antiques
Table of Contents

Executive Summary ........................................................................................................................................... 51
SWOT Observations ......................................................................................................................................... 53
Public Input Overview ..................................................................................................................................... 54
Study Area Maps ........................................................................................................................................... 55
Demographic Overview .................................................................................................................................. 58
Real Estate Overview ..................................................................................................................................... 60
Regulation Overview ....................................................................................................................................... 66
Parking Overview ............................................................................................................................................... 70
Executive Summary

This Economic Market Overview provides a trade area review for the City of Mount Dora and the CRA study area. The assessment includes a collection of demographic and lifestyle data, retail spending, existing conditions review, and an overview of the real estate market. Economic development is building wealth in a community, encouraging economic growth and improving quality of life.

The trade areas examined in this analysis were the Mount Dora Community Redevelopment Agency (CRA), the City of Mount Dora, 1, 3, 5-mile drive radii, and Lake County. It is difficult to gather conclusive data in many cases about just the CRA, and therefore many references are made in this report to the City as a whole. Many of the communities surrounding the city of Mount Dora are largely residential and lack significant commercial offerings, thus the residents utilize the CRA/ Downtown area for entertainment and recreational purposes. By analyzing the various trade areas, a holistic view of the CRA can be taken. Additionally, community stakeholder meetings uncovered that the Mount Dora CRA is drawing weekend vacationers looking to escape the fast-paced nature of Florida’s metropolitan areas including Orlando and Tampa. Visitors are looking for traditional “main street” environments that include cultural arts, breweries, great public spaces, community events, and boutique shops.

The retail sector showed the highest potential and the most activity of all the major real estate sectors in Mount Dora. According to Costar market data, the retail market is growing both in the city and county. Rent psf (per square foot) has increased, vacancy rates have dropped, and new construction has been delivered. The office sector showed the least potential and activity of the major sectors. Over the past five years rents have only slightly increased and no new office construction has been delivered, but there are a few office expansion projects in the pipeline. This could be an indication that tenants are not leasing space due to older product in market or that Mount Dora does not have a true demand for new office product.

Mount Dora features a diverse and healthy workforce centered around professional services, retail, and construction. Mount Dora is located less than an hour from Orlando, approximately two hours from Tampa and Jacksonville, and in close proximity to Tavares. According to the Mount Dora Laborshed there are 5,558 people employed in Mount Dora but living outside out city limits. This is an opportunity to attract new residents and create diversity within the population. In contrast, there are 5,028 people that live in Mount Dora but employed outside of the city. While the top industries are service, retail, and construction there could be a potential to capture new residents with additional industry clusters such as animation (i.e. Steam Roller Studios) and other technology firms.

An advantage to living and doing business in the City of Mount Dora is the low property tax rate. The CRA features strong infrastructure and utilities. Rising property values have helped restore tax increment financing values to pre-recession levels and higher. Additional funding opportunities exist for targeted CRA grant applications.

At the time of this study there are approximately 14,928 residents living in Mount Dora and just under 1,000 residents in the CRA Area.

Our sources and methodology are in keeping with the profession's most respected and dependable resources for current economic development activity and industry specific research products

Resources include:

- 2018 Community Facts
- US Census- American Fact Finder
- ESRI (Environmental Systems Research Institute) Inc.
- Costar Group, Inc.
Documents Reviewed Include:

- CRA Redevelopment Plan 2012
- CRA Annual Report
- CRA Accomplishments
- 2017 Downtown Parking Study
- Historic Preservation Tax Incentives
- Other relevant studies
**SWOT Observations**

**Strengths**

- Historic downtown/main street
- Waterfront
- Architecturally historic buildings
- Quaint small town
- Walkable neighborhoods
- Steam Roller Studios; 55 new jobs and hiring more employees
- Hotel and mixed-use developments in the planning stage
- Affordable business and residential market
- New regional connectivity

**Weaknesses**

- Lack of diverse population
- Parking availability
- Lack of mixed-use developments

**Opportunities**

- Enhance Mount Dora Branding, Marketing and Placemaking initiatives
- Future traffic calming tactics; i.e. crosswalk striping, public art crosswalks, landscape, roundabouts, raised pedestrian crossings and streetscape furnishings
- Local farmers market
- Public art
- Capitalize on arts & crafts market
- Decrease vacancy in the downtown and attract new businesses
- Connect Mount Dora trail to Central Fl trails
- Waterfront Development
- Enhance parks and open spaces with active use programs
- Create a thriving city through public-private partnerships to encourage a quality retail, restaurant, cultural, and business environment
- Support and recruit “target” commercial, cultural and light industrial uses/industries
- Promote existing cultural assets as critical components of economic development

**Threats**

- Aging demographic
- Sea level rise and resiliency
- Small amount of commercial development delivered to the area in the past 5 years
Public Input Overview

On the evenings of June 23, 2019 and August 7, 2019, RMA and the City of Mount Dora hosted an open house style public input meeting for residents and business owners interested in Mount Dora CRA area. The RMA team gave a presentation about the CRA Plan Update, and asked attendees to provide input about their vision for the CRA. Those who attended were asked to provide input on priority projects. The community feedback that was provided will serve as a basis and ensure that the redevelopment plan is consistent with the character of the community. To create consensus, the following 5 questions were posed:

What should be preserved that will support new investment in Mount Dora?
What can be enhanced to encourage economic development and investment in Mount Dora?
What can be exposed and promoted to attract more development in Mount Dora?
What can be capitalized on to establish Mount Dora as a good location for investment?
What can be invested in that will improve Mount Dora competitiveness?

Responses to the questions are listed below:

Preserve
- Historic charm

Enhance
- Public and employee parking
- Tourism marketing for local businesses
- Entertainment Venues

Expose
- Tremain Trail Greenways

Capitalize on
- Opportunity for Waterfront Development

Invest In
- Beautification efforts (i.e. flowers, public art, clean sidewalks)
Study Area Maps

Mount Dora CRA Boundary Map

The Mount Dora CRA area is generally bounded by Limit Ave to the north, city boundaries to the south, Lake Dora to the west, and Simpson St. to the east. The total land area is approximately 340 acres.
Mount Dora CRA and Northeast CRA
Demographic Overview

Mount Dora

According to ESRI data, The City of Mount Dora has 14,853 residents and 50.4 is the median age. The workforce is comprised of approximately 6,029 people. The top three workforce industries in Mount Dora are Services (51.5% of residents), Retail (15.3% of residents), and Construction (9.6% of residents). The median household income is $52,538 and the median home value is $249,346 in Mount Dora.

Mount Dora CRA

Within the Mount Dora CRA there are 991 residents and the median age is 49.3, slightly lower than the citywide median. The CRA has a workforce of 472 people. The majority of the residents within the CRA work within the Services Industry (49.4% of residents), Retail (18.4% of residents), and Construction (16.5% of residents). The median household income is $45,044 and the median home value is $225,568 in the CRA.
Workforce Snapshot

Workforce defines the people currently working or are available to work in an area. The chart below analyzes the workforce in Mount Dora and compares the workforce within a 1,3,5-mile radius.

<table>
<thead>
<tr>
<th>LOCAL WORKFORCE</th>
<th>Mount Dora</th>
<th>1 Mile</th>
<th>3 Mile</th>
<th>5 Mile</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture/Mining</td>
<td>30</td>
<td>5</td>
<td>104</td>
<td>396</td>
</tr>
<tr>
<td>Construction</td>
<td>579</td>
<td>345</td>
<td>1,193</td>
<td>2,269</td>
</tr>
<tr>
<td>Manufacturing</td>
<td>265</td>
<td>67</td>
<td>636</td>
<td>1,293</td>
</tr>
<tr>
<td>Wholesale</td>
<td>90</td>
<td>18</td>
<td>350</td>
<td>660</td>
</tr>
<tr>
<td>Retail</td>
<td>922</td>
<td>444</td>
<td>1,751</td>
<td>3,826</td>
</tr>
<tr>
<td>Transport/Utilities</td>
<td>205</td>
<td>51</td>
<td>675</td>
<td>1,266</td>
</tr>
<tr>
<td>Information</td>
<td>175</td>
<td>67</td>
<td>337</td>
<td>660</td>
</tr>
<tr>
<td>Finance, Insurance, &amp; Real Services (i.e. Hotel, Health, Legal)</td>
<td>446</td>
<td>122</td>
<td>1,025</td>
<td>1,847</td>
</tr>
<tr>
<td>Public Admin</td>
<td>211</td>
<td>28</td>
<td>454</td>
<td>1,161</td>
</tr>
<tr>
<td>Total</td>
<td>6,029</td>
<td>2,301</td>
<td>12,972</td>
<td>26,384</td>
</tr>
</tbody>
</table>

(Source: 2019 ESRI Inc.)

A Laborshed is defined as the area or region from which an employment center draws its commuting workers. This analysis shows the flow of workers in and out of Mount Dora.

![Map showing workforce flow](image)

<table>
<thead>
<tr>
<th>Mount Dora Employment Efficiency</th>
<th>Count</th>
<th>Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employed in Mount Dora</td>
<td>6,037</td>
<td>100.0%</td>
</tr>
<tr>
<td>Employed and Living in Mount Dora</td>
<td>479</td>
<td>8.0%</td>
</tr>
<tr>
<td>Employed in Mount Dora but Living Outside</td>
<td>5,558</td>
<td>92.0%</td>
</tr>
<tr>
<td>Living in Mount Dora but Employed Outside</td>
<td>5,028</td>
<td></td>
</tr>
</tbody>
</table>

(Source: 2019 US Census.)
Real Estate Overview

Utilizing Costar Group, a real estate information and marketing provider, the Mount Dora and Lake County real estate markets were examined. Each major real estate sector of office, retail, industrial, and multifamily was examined to show current activity and recent years activity. By comparing both existing conditions to recent years trends in the real estate market, observations are noted to determine if a market is strengthening or weakening, and whether there is market surplus, and market demand. It is important not only to understand the local market but look at the entire county to see how the larger market is performing. When comparing the Mount Dora market to the Lake County market RMA found that although Mount Dora is a smaller market, it is a healthy commercial real estate market with potential for increased investment. In both the City and County rents are increasing, a small number of new developments have occurred or is in the pipeline, and vacancy rates are low. These positive trends are indicators of continued growth and investment in the commercial real estate market. This section provides an overview of the existing conditions and trends.

The real estate market characteristic tables in this section highlight each major real estate sector’s trend in Mount Dora and Lake County. The following definitions are helpful to know when reviewing this section.

- **Asking Rents** highlight the average price that space is leased for per square foot (psf) and Vacancy Rates determine how much square feet is available in the market.
- **Space availability** determines the amount of space that is currently being marketed regardless of if the space is vacant or occupied.
- **Absorption Rates** measure the change in commercial space, highlighting the amount of commercial space that has become vacant in a market. Negative absorption indicates that supply is greater than demand.
- **Capitalization Rate** (Cap Rate) helps determine the rate of return for an investor by examining the property’s value and its potential to generate income.

Retail Market

The retail market in Mount Dora has demonstrated growth over the past five years. Average rents have increased to $14.64 from $10.29 and vacancy rates have decreased from 4.1% to 2.7%. According to Costar data, there is 10,000 sf under construction and there has been 6,912 sf delivered in the past 12 months. New construction includes 10,000 sf of retail in Dora Plaza at SR 441 and Alameda De Sur. Over the past 12 months there has been 6,912 sf at 17307-17319 SR 441 that includes Kay Jewelers, Hand & Stone Massage and Facial Spa, and Marcos Pizza.

<table>
<thead>
<tr>
<th></th>
<th>Mount Dora</th>
<th>Lake County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Availability Survey</td>
<td>195</td>
<td>194</td>
</tr>
<tr>
<td>5-Year Average</td>
<td>195</td>
<td>194</td>
</tr>
<tr>
<td>NNN Rent Per SF</td>
<td>$14.64</td>
<td>$10.29</td>
</tr>
<tr>
<td>5-Year Average</td>
<td>$18.03</td>
<td>$12.94</td>
</tr>
<tr>
<td>Vacancy Rate</td>
<td>2.7%</td>
<td>4.1%</td>
</tr>
<tr>
<td>5-Year Average</td>
<td>3.1%</td>
<td>4.6%</td>
</tr>
<tr>
<td>Vacant SF</td>
<td>56,921</td>
<td>87,616</td>
</tr>
<tr>
<td>Availability Rate</td>
<td>4.4%</td>
<td>6.2%</td>
</tr>
<tr>
<td>5-Year Average</td>
<td>4.5%</td>
<td>6.3%</td>
</tr>
<tr>
<td>Available SF</td>
<td>94,199</td>
<td>132,234</td>
</tr>
<tr>
<td>5-Year Average</td>
<td>875,540</td>
<td>1,202,131</td>
</tr>
<tr>
<td>Months on Market</td>
<td>14.4</td>
<td>12.4</td>
</tr>
<tr>
<td>12 Mo. Absorption SF</td>
<td>-8,288</td>
<td>19,873</td>
</tr>
<tr>
<td>5-Year Average</td>
<td>70,113</td>
<td>231,263</td>
</tr>
<tr>
<td>12 Mo. Leasing SF</td>
<td>42,848</td>
<td>58,872</td>
</tr>
<tr>
<td>5-Year Average</td>
<td>236,172</td>
<td>351,144</td>
</tr>
<tr>
<td>Existing Buildings</td>
<td>195</td>
<td>194</td>
</tr>
<tr>
<td>Under Construction</td>
<td>2,122,298</td>
<td>2,115,349</td>
</tr>
<tr>
<td>Under Construction</td>
<td>2,122,298</td>
<td>2,115,349</td>
</tr>
<tr>
<td>Under Construction</td>
<td>19,372,743</td>
<td>19,107,712</td>
</tr>
<tr>
<td>Under Construction</td>
<td>128,050</td>
<td>76,550</td>
</tr>
</tbody>
</table>
Office Market

The office market in Mount Dora has not shown much growth over the past 5 years. Rents have remained constant and vacancy rates have not improved. There has been no new office product delivered to the market or under construction in the past 5 years. In comparison to Lake County, Mount Dora exhibits higher vacancy rates. A majority of the Mount Dora office market is Low Class B and Class C space. Slow leasing of office space could be a result of older office product with no new amenities.

<table>
<thead>
<tr>
<th></th>
<th>Mount Dora</th>
<th>5-Year Average</th>
<th>Lake County</th>
<th>5-Year Average</th>
</tr>
</thead>
<tbody>
<tr>
<td>Availability</td>
<td>Survey</td>
<td></td>
<td>Survey</td>
<td></td>
</tr>
<tr>
<td>Rent Per SF</td>
<td>$18.13</td>
<td>$18.08</td>
<td>$19.73</td>
<td>$17.13</td>
</tr>
<tr>
<td>Vacancy Rate</td>
<td>7.5%</td>
<td>7.2%</td>
<td>5.7%</td>
<td>6.8%</td>
</tr>
<tr>
<td>Vacant SF</td>
<td>44,102</td>
<td>42,179</td>
<td>314,418</td>
<td>358,690</td>
</tr>
<tr>
<td>Availability Rate</td>
<td>9.8%</td>
<td>10.6%</td>
<td>8.2%</td>
<td>9.9%</td>
</tr>
<tr>
<td>Available SF</td>
<td>57,505</td>
<td>62,359</td>
<td>453,259</td>
<td>522,158</td>
</tr>
<tr>
<td>Months on Market</td>
<td>7.0</td>
<td>8.2</td>
<td>7.3</td>
<td>15.0</td>
</tr>
<tr>
<td>12 Mo. Absorption SF</td>
<td>-8,617</td>
<td>1,626</td>
<td>-4,303</td>
<td>126,743</td>
</tr>
<tr>
<td>12 Mo. Leasing SF</td>
<td>6,280</td>
<td>13,313</td>
<td>110,365</td>
<td>133,485</td>
</tr>
<tr>
<td>Existing Buildings</td>
<td>126</td>
<td>126</td>
<td>1,009</td>
<td>984</td>
</tr>
<tr>
<td>Existing SF</td>
<td>586,523</td>
<td>586,523</td>
<td>5,480,508</td>
<td>5,252,736</td>
</tr>
<tr>
<td>Under Construction</td>
<td>0</td>
<td>0</td>
<td>14,400</td>
<td>37,885</td>
</tr>
</tbody>
</table>
Industrial Market

The industrial product market in Mount Dora is at capacity. According to Costars’ industrial report the market is comprised of 5167,288 sf over 37 buildings. This sector has the smallest amount of product out of all the major real estate sectors. Currently, the existing industrial product is 100% leased indicating that additional industrial space is needed. Industrial product is no longer just seen as heavy manufacturing. Light industrial trends in the market consist of more art, technology, and co-working related companies occupying space. These light industrial trends could create an entrepreneural opportunity in Mount Dora.
Multifamily Market

According to Costar data, the multifamily market in Mount Dora is comprised of 1,704 units. With the Orlando-Kissimmee-Sanford MSA seeing the largest job growth out of all MSAs since 2012 there may be an opportunity to capture some of the new growth through housing product. Over the past 5 years there has been no new multifamily delivered or under construction. For a city interested in growing the economy, it is most important that the private sector continues to see opportunity in higher density multifamily development citywide.
Retail Gap Analysis

The following Retail Gap Analysis was conducted to provide a snapshot of consumer spending in Mount Dora. A retail gap defines the difference between the Supply and Demand. Whereas Supply (retail sales) estimates sales to consumers by establishment and Demand (retail potential) estimates the expected amount spent by consumers at retail establishments. Sales to businesses are excluded. The Leakage/Surplus Factor provides a representation of retail opportunity. This is a measure of the relationship between supply and demand that ranges from $+100$ (total leakage) to $-100$ (total surplus). A positive value represents 'leakage' of retail opportunity outside the trade area. A negative value represents a surplus of retail sales, a market where customers are drawn in from outside the trade area.

<table>
<thead>
<tr>
<th>Retail Gap</th>
<th>Leakage/Surplus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motor Vehicle &amp; Parts Dealers</td>
<td>$31,524,164</td>
</tr>
<tr>
<td>Automobile Dealers</td>
<td>$28,923,779</td>
</tr>
<tr>
<td>Other Motor Vehicle Dealers</td>
<td>$769,916</td>
</tr>
<tr>
<td>Auto Parts, Accessories &amp; Tire Stores</td>
<td>$1,830,469</td>
</tr>
<tr>
<td>Furniture &amp; Home Furnishings Stores</td>
<td>$854,844</td>
</tr>
<tr>
<td>Furniture Stores</td>
<td>$3,228,918</td>
</tr>
<tr>
<td>Home Furnishings Stores</td>
<td>$2,374,074</td>
</tr>
<tr>
<td>Electronics &amp; Appliance Stores</td>
<td>$4,891,639</td>
</tr>
<tr>
<td>Bldg Materials, Garden Equip. &amp; Supply Stores</td>
<td>$7,280,493</td>
</tr>
<tr>
<td>Bldg Material &amp; Supplies Dealers</td>
<td>$7,345,295</td>
</tr>
<tr>
<td>Lawn &amp; Garden Equip &amp; Supply Stores</td>
<td>-$84,802</td>
</tr>
<tr>
<td>Food &amp; Beverage Stores</td>
<td>-$16,718,738</td>
</tr>
<tr>
<td>Grocery Stores</td>
<td>-$13,453,772</td>
</tr>
<tr>
<td>Specialty Food Stores</td>
<td>$206,326</td>
</tr>
<tr>
<td>Beer, Wine &amp; Liquor Stores</td>
<td>-$3,471,292</td>
</tr>
<tr>
<td>Health &amp; Personal Care Stores</td>
<td>-$2,627,190</td>
</tr>
<tr>
<td>Gasoline Stations</td>
<td>$16,037,229</td>
</tr>
<tr>
<td>Clothing &amp; Clothing Accessories Stores</td>
<td>-$992,949</td>
</tr>
<tr>
<td>Clothing Stores</td>
<td>$4,264,054</td>
</tr>
<tr>
<td>Shoe Stores</td>
<td>-$466,872</td>
</tr>
<tr>
<td>Jewelry, Luggage &amp; Leather Goods Stores</td>
<td>-$4,790,131</td>
</tr>
<tr>
<td>Sporting Goods, Hobby, Book &amp; Music Stores</td>
<td>-$1,199,342</td>
</tr>
<tr>
<td>Sporting Goods/Hobby/Musical Instr Stores</td>
<td>-$1,396,807</td>
</tr>
</tbody>
</table>

Note: Light blue markers represent fully leased properties and dark blue markers represent for sale/for lease properties.

Source: Costar Group, Inc.
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Merchandise Stores</td>
<td>-$58,403,881</td>
<td>48.6</td>
</tr>
<tr>
<td>Department Stores Excluding Leased Deps.</td>
<td>-$64,690,341</td>
<td>-60.1</td>
</tr>
<tr>
<td>Other General Merchandise Stores</td>
<td>$6,286,460</td>
<td>50.1</td>
</tr>
<tr>
<td>Miscellaneous Store Retailers</td>
<td>-$6,107,149</td>
<td>-27.7</td>
</tr>
<tr>
<td>Florists</td>
<td>$337,850</td>
<td>100.0</td>
</tr>
<tr>
<td>Office Supplies, Stationery &amp; Gift Stores</td>
<td>-$775,490</td>
<td>-18.8</td>
</tr>
<tr>
<td>Used Merchandise Stores</td>
<td>-$1,253,818</td>
<td>-27.3</td>
</tr>
<tr>
<td>Other Miscellaneous Store Retailers</td>
<td>-$4,415,691</td>
<td>-33.9</td>
</tr>
<tr>
<td>Nonstore Retailers</td>
<td>$5,154,467</td>
<td>100.0</td>
</tr>
<tr>
<td>Electronic Shopping &amp; Mail-Order Houses</td>
<td>$4,330,979</td>
<td>100.0</td>
</tr>
<tr>
<td>Vending Machine Operators</td>
<td>$82,387</td>
<td>100.0</td>
</tr>
<tr>
<td>Direct Selling Establishments</td>
<td>$741,101</td>
<td>100.0</td>
</tr>
<tr>
<td>Food Services &amp; Drinking Places</td>
<td>-$13,178,553</td>
<td>-24.8</td>
</tr>
<tr>
<td>Special Food Services</td>
<td>$316,145</td>
<td>100.0</td>
</tr>
<tr>
<td>Drinking Places - Alcoholic Beverages</td>
<td>$873,567</td>
<td>36.6</td>
</tr>
<tr>
<td>Restaurants/Other Eating Places</td>
<td>-$14,368,265</td>
<td>-28.5</td>
</tr>
</tbody>
</table>

(Source: 2019 ESRI Inc.)
Regulation Overview

*Regulation* is where a local government has the most ability to influence economic growth, and it is also where a local government starts on a level playing field with competitors. Is a city truly friendly to business or does just say that it is; do the processes have predictability and certainty built into them; is there a perception of fairness in the process or a reputation for cronyism; are codes and regulations consistent with market and quality of life conditions?

*Cities should look at their regulations as an incentive for attracting positive economic development; this means not only economic development for the sake of economic development, but economic development with a positive impact on quality of life and preservation.*

Business Friendly does not only mean smiling, courteous or friendly. Cities must provide a professional response with an expedited solution.

*Private developers/businesses cannot generate adequate returns on investment to justify the investment risk if the barriers for entry include prohibitive regulations requiring additional time and money. Typically, lenders view redevelopment projects as being very risky and are reluctant to fund them.*

Zoning Overview

The zoning and district regulations are the guiding tool for land development. They produce and create the physical environment in which people live, work, and play.

The designation of uses in the zoning and future land use maps helps us to have a better idea of the activities that take place in this area. The zoning map describes what type of use each parcel has and establishes specific regulations for development, such as the distance between the building and the street, building height, landscape, parking, size, and other technicalities. While the future land use map describes what the future intention of land uses is, in order to plan accordingly and provide all the needed resources for that to happen. Here is a list of the current zoning designations within the Mount Dora CRA.

Zoning Designations (sort by more to less):

- **C-2** Downtown Commercial
- **C-2A** Peripheral Commercial
- **RP** Residential Professional
- **PLI** Public Lands and Institutions
- **WP-1** Workplace
- **R-2** Duplex Residential
- **R-3** Multi-Family Residential
- **R-1A** Single-Family Residential
- **GB** Green Belt
- **PUD** Planned Unit Development
Mount Dora Zoning Map with CRA Boundary

Image retrieved from City of Mount Dora Website

Mount Dora Future Land Use Map (FLUM) with CRA Boundary

Image retrieved from City of Mount Dora Website

Observations:

Historic preservation is key to positive social, economic, and ecological dimensions in Mount Dora

• Zoning regulations are the rules of the game. They need to ensure an adequate development pattern for the next generations
• Assure that the land development code is consistent with the city vision, this include but not limited to:
  ▪ Block perimeter (edges – relationship of building to sidewalk and street)
  ▪ Street type (by character, i.e. active commercial, live/ work, and residential)
  ▪ Lot width
  ▪ Lot depth
  ▪ Lot size
  ▪ Lot coverage
  ▪ Building envelope (massing)
  ▪ Setbacks/ build-to lines
  ▪ Building stories/ height
• Encourage every sub-area to act as a “district” with a definable primary purpose, character, and use.
• Encourage to think about how every planning decision affects the people scale/ pedestrian experience
  ▪ Let the community build an intricate fabric with small spaces, small signals, and details
• Encourage to apply “sustainable” principles to building design and infrastructure
  ▪ “The greenest building is the one already there”
• Encourage “adaptive reuse” as a tactic for historic preservation while attracting new markets that will sustain the city economy for years to come
• Measure every neighborhood/ sub-area within a 5-minute walk/ ¼ mile radius from the center;
  ▪ “The optimal size of a neighborhood is a quarter mile from the center to the edge. This area gathers the population of a neighborhood within walking distance of many of their daily needs, such as a neighborhood store, post office, bank, school, day-care, and transit stop” The New Urbanism
  ▪ To encourage people to walk make sure there is a reason, that is safe, comfortable, and interesting.

Mount Dora should continue to preserve their historic walkable charm to prevent the illnesses of auto-oriented suburban towns/ cities, this include (keep an eye to avoid this):

• “Suburban living” raises risk of obesity, suicide, and death by automobile crashes
• Suburban overburdens arterials and under-uses local street, in a vicious spiral
• Suburbanites have higher carbon footprint
• Low density costs municipalities more to serve with less revenue per acre
• Since 2005, more Americans in poverty live in suburbs than in cities”  
  Ellen Dunham-Jones, Educator and Urbanist
Parking Overview

In 2016, Renaissance Planning completed a Downtown Parking Study and the plan was approved by the CRA Board in 2017. The plan highlighted short-term, mid-term, and long-term parking solutions. Implementation of the Downtown parking study has resulted in the following CRA parking enhancements:

- Special events shuttle
- Installation of four-hour parking signs
- New loading zone signage
- New motorcycle spaces

This plan summarized the downtown parking supply at the moment of the study as follows:

“There are 625 public spaces downtown and 95 spaces at the First Methodist Church parking lot on 5th Avenue for a total of 720 public spaces easily accessible in the downtown area. Parking spaces are classified into two primary categories, on-street and off-street. On-street spaces refer to spaces located on a roadway, adjacent to a block, oriented parallel or angled to the curb. Off-street spaces refer to spaces located within a block. Parking spaces in downtown Mount Dora are located as follows:

<table>
<thead>
<tr>
<th>Core</th>
<th>Fringe Areas</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-Street</td>
<td>165</td>
<td>256</td>
</tr>
<tr>
<td>Off-Street</td>
<td>65</td>
<td>234</td>
</tr>
<tr>
<td>Total</td>
<td>230</td>
<td>490</td>
</tr>
</tbody>
</table>

Source: Renaissance Planning Downtown Parking Study

Of the 720 total parking spaces, 27 are handicap accessible, meeting the ADA requirement of 2% (15 spaces). 8 of the handicap spaces are on-street and 19 are off-street.” The study resulted in a need for 400 parking spaces.

RMA downtown parking observations are the following:

- Increase capacity without taking valuable land for cars; seek opportunity to add on-street parking on every street within the downtown core and along the train tracks
- Facilitate current surface parking lots for infill development where appropriate
- Encourage to create a low-scale max. three (3) story community parking garage that will serve the downtown and lakefront areas. This could serve as a central parking from which people may walk, bike, take the trolley/shuttle, and/or other transit mode
“City’s vitality is tied to its history, diversity, human scale, and quality of public spaces”

The New Urbanism, Toward an Architecture of Community

Prepared by: Redevelopment Management Associates (RMA)
Prepared for: City of Mount Dora CRA
Appendix B: Resolution Approving Community Redevelopment Area
A RESOLUTION CREATING A COMMUNITY REDEVELOPMENT
AGENCY PURSUANT TO FLORIDA STATUTES, SECTIONS
163.356 AND 163.357; PROVIDING FOR COMMISSIONERS,
TERMS OF OFFICE, QUALIFICATIONS, OFFICERS, REMOVAL,
ETHICS, ADMINISTRATION, POWERS, MEETINGS AND RECORDS;
PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE
DATE

WHEREAS, the City Council of the City of Mount Dora has
made a finding of necessity of community redevelopment agency,
and

WHEREAS, Florida Statutes, Sections 163.356 and 163.357,
prescribes the requirements for the creation of a community
redevelopment agency, and

WHEREAS, the City Council finds that it is in the best
interest of the citizens of the City of Mount Dora to create a
community redevelopment agency as set forth hereinafter,

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

Section 1: Agency

There is hereby created a public body corporate and
politic to be known as "The Community Redevelopment Agency,
Mount Dora, Florida". The agency shall constitute a public
instrumentality with powers to perform an essential public
function within the corporate limits of the City of Mount Dora
and as prescribed by ordinance of the City Commission of the
City of Mount Dora.

Section 2: Board of Commissioners: terms of office, and
qualifications

The City Council is appointed as the Community Redevelop-
ment Agency. The terms and qualifications of the Board of
Commissioners shall be as specified by statute for the City
Council.

Section 3: Officers; removal from office; ethics

(1) The City Council shall designate a chairman and
vice-chairman from among the agency commissioners.

(2) A commissioner may be removed according to procedures
specified by statute for removal of a member of City Council.
(3) The officers, commissioners, and employees of the Community Redevelopment Agency shall be subject to the provisions and requirements of Part III, Chapter 112, Florida Statutes (Supp. 1984).

If any such official, commissioner, or employee presently owns or controls, or owned or controlled within the preceding two (2) years, any interest, direct or indirect, in any property which he knows is included or planned to be included, in a community redevelopment area, he shall immediately disclose this fact in the manner provided in Florida Statutes Part III of Chapter 112. Any disclosure required to be made by this section shall be made prior to taking any official action pursuant to this section.

Section 4: Administration

(1) A commissioner shall receive no compensation for services, but shall be entitled to the necessary expenses, including traveling expenses, incurred in the discharge of commissioner duties.

(2) The City Council may appropriate to the agency such amounts as the City Council deems necessary for the administrative expenses and overhead of the agency.

(3) The agency may employ an Executive Director, technical experts, and such other agents and employees, permanent or temporary, as it requires, and determine their qualifications, duties and compensation. The employment of any person shall be made subject to the administration of the Personnel Department of the City of Mount Dora and all applicable ordinances for employees of the City of Mount Dora. For legal service, the agency may employ or retain its own counsel and legal staff.

(4) The agency shall file with the City Council and with the Auditor General, on or before March 31 of each year, a report of its activities for the preceding year, which report shall include a complete financial statement setting forth its assets, liabilities, income, and operating expenses as of the end of each fiscal year. At the time of filing the report, the agency shall publish in a newspaper of general circulation in the community, a notice to the effect that such report has
been filed with the municipality and that the report is available for inspection during business hours in the office of the City Clerk and in the office of the agency.

(5) The fiscal year of the agency shall be October 1 through September 30 of the following year.

Section 5: Powers

(1) The powers of the Community Redevelopment Agency shall be exercised by the commissioners. A majority of the commissioners constitutes a quorum for the purpose of conducting business and exercising the power of the agency and for all other purposes. Action may be taken by the agency upon a vote of a majority of the commissioners present. The agency commissioners may adopt by-laws prescribing procedures for the Community Redevelopment Agency as deemed necessary and approved by the agency commissioners. The by-laws may require that action be taken by the agency upon a vote of a number larger than the majority of the commissioners present.

(2) The Community Redevelopment Agency is hereby delegated all the powers necessary or convenient to carry out and effectuate the purpose and provisions of Chapter 163, Part III, Florida Statutes, as more particularly set forth in Section 163.370, Florida Statutes and as otherwise authorized by ordinance of the City Council of the City of Mount Dora. The powers as prescribed by Florida Statutes, Section 163.370 are attached hereto as Exhibit "A" and by reference made a part hereof.

Section 6: Meetings and Records

(1) The meetings of the Community Redevelopment Agency shall be held in compliance with Chapter 286, Florida Statutes.

(2) All records of the Community Redevelopment Agency shall be maintained in compliance with Chapter 119, Florida Statutes.

Section 7: This resolution shall take effect immediately upon its passage, May 26, 1987.

[Signature]

Mayor

[Signature]

City Manager
Appendix C: Ordinance Providing for Legal Description of Mount Dora Community Redevelopment Area
ORDINANCE 447

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA APPROVING THE MOUNT DORA REDEVELOPMENT AREAS PLAN; PROVIDING FOR LEGAL DESCRIPTION OF THE REDEVELOPMENT AREAS; PROVIDING FOR THE DURATION OF THE PLAN; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Mount Dora adopted a Resolution dated May 26, 1987, wherein the City Council determined that within an identified area of the City of Mount Dora, slum and/or blighted areas existed, and

WHEREAS, the Local Planning Agency has recommended in writing that the Redevelopment Areas Plan, attached hereto, and as amended pursuant to their recommendation, conforms with the Comprehensive Plan for the municipality adopted pursuant to the Local Government Comprehensive Plan Act of 1973, and

WHEREAS, Glatting Lopez Kercher Anglin, Inc., as consultant to the City of Mount Dora, has submitted the Redevelopment Plan to the City Council with its recommendations, and

WHEREAS, the City Council finds that a feasible method exists for the relocation of families, if any, who will be displaced from the Community Redevelopment Areas, in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families; and

WHEREAS, the Community Redevelopment Plan conforms to the general plan of the municipality as a whole, and

WHEREAS, the Community Redevelopment Plan recommends uses and measures that are appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives, and

WHEREAS, the Community Redevelopment Plan gives due consideration to the provision of adequate park and recreational areas and areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety and welfare of children residing in the general vicinity of the site covered by the plan, and
WHEREAS, the Community Redevelopment Plan will afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or development of the community redevelopment areas by private enterprise.

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

SECTION 1: The City Council of the City of Mount Dora hereby approves the Redevelopment Areas Plan attached hereto as Exhibit "A" and by reference made a part hereof, hereinafter to be known as the "Mount Dora Redevelopment Areas Plan".

SECTION 2: The legal description attached hereto as Exhibit "B", and by reference made a part hereof, is hereby incorporated in said plan. The legal description identifies the boundaries of the community redevelopment areas.

SECTION 3: The duration of the plan shall continue until all projects identified therein or subsequently identified in amendments or modifications to the plan have been completed or until thirty (30) years subsequent to the adoption of this ordinance of any amendments thereto, whichever is less.

SECTION 4: All ordinances or parts thereof that are in conflict with this ordinance are hereby rescinded and repealed.

SECTION 5: If any part of this ordinance is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of the remainder, which shall remain in full force and effect.

SECTION 6: This ordinance shall be published by title only in a newspaper of general circulation in the City of Mount Dora, which said publication shall be at least ten (10) days prior to its final passage and in conformance with Florida Statutes, Section 163.360(5) Chapter 166, Florida Statutes, and the City Charter. At least fifteen (15) days before the City Council considers this ordinance for final action, a notice if such proposed action shall be mailed by registered mail to each taxing authority which levies ad valorem taxes on taxable real property contained within the geographic boundaries of the redevelopment areas.
SECTION 7. This ordinance shall take effect immediately upon its final passage, adoption and publication by posting according to law.

Dated this 16th day of June, 1987.

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>FAYE BROOKS</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>ELOUISE CARADON</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>CAROL B. FULLER</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>ROBERT L. WILSON</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>DAYTON SANDHOLM</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>CARL M. ADAMS, JR.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>WILLIAM O. BOYD</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ORDAINED at the regular meeting of the City Council this 16th day of June, 1987.

[Signature]

WILLIAM O. BOYD, Mayor and President of Council

[Signature]

ACCENT:

TONY TWEET, City Manager
Exhibit B Legal Description

FILE: 16076
DESCRIPTION #1:
CITY OF MOUNT DORA
GRANT DESCRIPTION
BEGIN AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF SIMPSON STREET AND THE SOUTH LINE OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; RUN THENCE NORTH ALONG THE SAID EAST RIGHT OF WAY LINE OF SIMPSON STREET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF CAMP AVENUE; THENCE WEST ALONG SAID NORTH RIGHT OF WAY LINE OF CAMP AVENUE TO A POINT ON THE EAST LINE OF BLOCK 370, CITY OF MOUNT DORA, AS RECORDED IN PLAT BOOK 3, PAGES 37 THRU 43, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;
THENCE NORTH ALONG SAID EAST LINES OF BLOCK 370 AND BLOCK 359,
SAID CITY OF MOUNT DORA, AND THE EXTENSION THEREOF TO THE NORTH RIGHT OF WAY LINE OF LIBERTY AVENUE; THENCE WEST ALONG THE NORTH RIGHT OF WAY LINE OF LIBERTY AVENUE TO A POINT ON THE EAST LINE OF LOT 1, CALLAHAN'S SUBDIVISION, AS RECORDED IN PLAT BOOK 4, PAGE 10, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;
THENCE NORTH TO THE NORTH LINE OF LOT 2, SAID CALLAHAN'S SUBDIVISION; THENCE EAST ALONG THE NORTH LINE OF LOTS 2, 3 ANO/OR LOT 4, SAID CALLAHAN'S SUBDIVISION; TO A POINT ON THE WEST LINE OF SUN COUNTRY SUBDIVISION, AS RECORDED IN PLAT BOOK 23, PAGE 44, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;
THENCE NORTH ALONG THE SAID WEST LINE OF SUN COUNTRY SUBDIVISION, TO THE NORTH LINE THEREOF; THENCE EAST ALONG SAID NORTH LINE OF SUN COUNTRY SUBDIVISION TO A POINT ON THE EAST LINE OF BLOCK 343 OF THE AFORESAID CITY OF MOUNT DORA;
THENCE NORTH ALONG THE EAST LINE OF SAID BLOCK 343, AND THE EAST LINE OF BLOCK 338, SAID CITY OF MOUNT DORA, AND THE NORTHERLY EXTENSION THEREOF TO A POINT ON THE NORTH RIGHT OF WAY LINE OF FIRST AVENUE;
THENCE ALONG THE SAID RIGHT OF WAY LINE OF FIRST AVENUE TO A POINT ON THE WEST LINE OF LOT 13, BLOCK "B", ORANGEHURST SUBDIVISION, NO. 1, AS RECORDED IN PLAT BOOK 6, PAGE 66, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;
THENCE NORTH ALONG SAID WEST LINE OF LOT 13 AND THE NORTHERLY EXTENSION THEREOF TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SECOND AVENUE;
THENCE WEST ALONG THE SAID NORTH RIGHT OF WAY LINE OF SECOND AVENUE AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE OF BLOCK "0", ALTA VISTA SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 14, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;
THENCE SOUTH ALONG THE SAID EAST LINES OF BLOCK "D" AND OF BLOCK "C" OF SAID ALTA VISTA SUBDIVISION AND THEIR NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, TO THE NORTH RIGHT OF WAY LINE OF SHIRLEY AVENUE;
THENCE WEST ALONG THE SAID NORTHERLY RIGHT OF WAY OF SHIRLEY AVENUE AND THE EXTENSION THEREOF, TO THE WESTERLY RIGHT OF WAY LINE OF CLAYTON STREET;
THENCE SOUTH ALONG SAID WESTERLY RIGHT OF WAY LINE OF CLAYTON STREET TO A POINT ON THE SOUTH LINE OF AFORESAID SOUTH LINE OF SECTION 32;
THENCE EAST ALONG THE SAID SOUTH LINE THEREOF TO THE POINT OF BEGINNING AND POINT OF TERMINUS.

DESCRIPTION #2
BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF SECOND AVENUE AT THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 7, BLOCK "B" ORANGEHURST SUBDIVISION #1, AS RECORDED IN PLAT BOOK 6, PAGE 66, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, RUN ALONG SAID NORTHERLY RIGHT OF WAY LINE OF SECOND AVENUE TO THE EAST LINE OF LOT 18, BLOCK "A", OF SAID ORANGEHURST SUBDIVISION #1; THENCE NORTH ALONG THE EAST LINES OF LOTS 6 AND 18, SAID BLOCK "A", TO A POINT ON THE SOUTH LINE OF THIRD AVENUE; THENCE EAST ALONG SAID SOUTH LINE OF THIRD AVENUE TO A POINT ON THE SOUTHERLY EXTENSION OF THE EASTERLY RIGHT OF WAY LINE OF ORANGE STREET; THENCE NORTH ALONG THE EASTERLY RIGHT OF WAY LINE OF ORANGE STREET AND ITS NORTHERLY AND SOUTHERLY EXTENSION THEREOF TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF FIFTH AVENUE; THENCE EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF FIFTH AVENUE AND ITS EASTERLY EXTENSION THEREOF TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SIMPSON STREET; THENCE NORTH ALONG SAID EASTERLY RIGHT OF WAY LINE OF SIMPSON STREET AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON THE EASTERLY EXTENSION OF A LINE, SAID LINE BEING 66.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF BLOCK 253, ACCORDING TO THE MAP OF THE CITY OF MOUNT DORA, AS RECORDED IN PLAT BOOK 3, PAGES 37 THRU 43, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE WEST ALONG THE SAID LINE AND EXTENSION THEREOF TO THE EAST LINE OF HIGHLAND STREET; THENCE NORTH TO A POINT ON THE EASTERLY EXTENSION OF THE NORTHERLY RIGHT OF WAY LINE OF SEVENTH AVENUE; THENCE WEST ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF SEVENTH AVENUE AND THE EASTERLY AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF CLAYTON STREET; THENCE SOUTH ALONG THE SAID WESTERLY RIGHT OF WAY LINE TO A POINT ON THE SOUTH LINE OF BLOCK 25, GULLER'S HOMESTEAD, AS RECORDED IN PLAT BOOK 3, PAGE 43, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE WEST ALONG SAID SOUTH LINE OF BLOCK 25 AND THE SOUTH LINE OF BLOCK 26 AND THE EXTENSION THEREOF OF SAID GULLER'S HOMESTEAD TO THE EASTERLY RIGHT OF WAY LINE OF GRANDVIEW STREET; THENCE NORTH TO THE EASTERLY EXTENSION OF THE NORTHERLY RIGHT OF WAY LINE OF SIXTH AVENUE; THENCE WEST ALONG SAID NORTHERLY RIGHT OF WAY OF SIXTH AVENUE AND ITS EASTERLY EXTENSION THEREOF TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF BAKER STREET; THENCE NORTH ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF BAKER STREET AND THE NORTHERLY AND SOUTHERLY EXTENSION THEREOF TO THE NORTHERLY RIGHT OF WAY LINE OF TENTH AVENUE; THENCE WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID TENTH AVENUE AND ITS EASTERLY AND WESTERLY EXTENSION THEREOF TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ALEXANDER STREET; THENCE SOUTH ALONG SAID WESTERLY RIGHT OF WAY LINE OF ALEXANDER STREET AND ITS NORTHERLY AND SOUTHERLY EXTENSION THEREOF TO THE NORTHERLY RIGHT OF WAY LINE OF SIXTH AVENUE; THENCE WEST ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF SIXTH AVENUE AND THE
EASTERLY AND WESTERLY EXTENSION THEREOF TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF OLD U.S. HIGHWAY 441; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF OLD U.S. HIGHWAY 441, TO A POINT ON THE NORTHEASTERLY EXTENSION OF THE NORTHWESTERLY LINE OF LOT OR BLOCK 4, AS SHOWN ON SHEET 5 OF THE RESURVEY OF A PORTION OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, AS RECORDED IN GOVERNMENT PLAT BOOK OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTHWESTERLY ALONG SAID LINE AND THE EXTENSION THEREOF TO THE WATERS OF LAKE DORA; THENCE SOUTHEASTERLY ALONG AND WITH THE WATERS OF LAKE DORA TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF LIBERTY AVENUE; THENCE WEST ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF LIBERTY AVENUE TO THE WESTERLY RIGHT OF WAY LINE OF GRANDVIEW AVENUE; THENCE NORTH ALONG AND WITH THE SAID WESTERLY RIGHT OF WAY LINE OF GRANDVIEW AVENUE TO THE SOUTHERLY RIGHT OF WAY LINE OF THIRD AVENUE; THENCE EAST ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF THIRD AVENUE AND THE EASTERLY EXTENSION THEREOF TO THE WESTERLY RIGHT OF WAY LINE OF CLAYTON STREET; THENCE SOUTH ALONG THE WESTERLY RIGHT OF WAY LINE OF CLAYTON STREET AND THE EXTENSION THEREOF TO THE WESTERLY EXTENSION OF THE SOUTHERLY RIGHT OF WAY LINE OF SECOND AVENUE; THENCE EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF SECOND AVENUE TO THE NORTHERLY EXTENSION OF SAID BLOCK "D", ALTA VISTA SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 14, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH ON THE NORTHERLY EXTENSION OF SAID BLOCK "D" TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SECOND AVENUE; THENCE EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF SECOND AVENUE TO THE POINT OF BEGINNING AND POINT OF TERMINUS.

DESCRIPTION #3:

CITY OF MOUNT DORA
GRANT DESCRIPTION
BEGIN AT THE INTERSECTION OF THE SOUTHEAST CORNER OF THE RIGHT OF WAY LINES OF TENTH AVENUE AND BAKER STREET (NORTHWEST CORNER OF BLOCK 32 OF THE CITY OF MOUNT DORA, AS RECORDED IN PLAT BOOK 3, PAGES 37 THRU 43, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA); RUN THENCE NORTH ALONG THE EAST RIGHT OF WAY LINE OF BAKER STREET AND ITS NORTHERLY AND SOUTHERLY EXTENSION THEREOF, TO THE SOUTHERLY RIGHT OF WAY LINE OF LINCOLN AVENUE; THENCE EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE EASTERLY EXTENSION THEREOF OF LINCOLN AVENUE TO A POINT ON THE EAST RIGHT OF WAY LINE OF HAWLEY STREET; THENCE NORTH ALONG THE SAID EASTERN RIGHT OF WAY LINE OF HAWLEY STREET TO THE EASTERLY EXTENSION OF THE SOUTHERLY RIGHT OF WAY LINE OF GRANITE STATE COURT; THENCE WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF SAID GRANITE STATE COURT, THE EASTERLY EXTENSION THEREOF AND THE SOUTH LINE OF LOT 12 OF GRANITE STATE COURT, AS RECORDED IN PLAT BOOK 6, PAGE 44, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA TO THE WEST LINE OF SAID GRANITE STATE COURT SUBDIVISION; THENCE NORTH ALONG THE SAID WEST LINE OF GRANITE STATE COURT SUBDIVISION TO THE SOUTHERLY RIGHT OF WAY OF JACKSON AVENUE; THENCE WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE
OF JACKSON AVENUE TO A POINT ON THE SOUTHERLY EXTENSION OF THE
EAST LINE OF LOT 12, BLOCK "B" OF RILEY'S SUBDIVISION, AS RECORDED
IN PLAT BOOK 5, PAGE 31, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA:
THENCE NORTH ALONG THE EAST LINES OF LOTS 1 THRU 12, BLOCK "A" AND
LOTS 1 THRU 12, BLOCK "B", SAID RILEY'S SUBDIVISION, AND THE
NORTHERLY AND SOUTHERLY EXTENSION THEREOF TO THE SOUTHERLY RIGHT
OF WAY LINE OF FEARON AVENUE; THENCE EAST ALONG SAID SOUTHERLY
RIGHT OF WAY LINE OF FEARON AVENUE AND THE EASTERLY EXTENSION
THEREOF TO THE EASTERLY RIGHT OF WAY LINE OF SAID HAWLEY STREET;
THENCE NORTH ALONG SAID EASTERLY LINE OF HAWLEY STREET TO A POINT
ON THE NORTH LINE OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 2E
LAKE COUNTY, FLORIDA; THENCE WEST ALONG SAID NORTH LINE OF SAID
SECTION 29 TO THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 19
SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH ALONG THF.
EAST LINE OF SAID SECTION 19 TO A POINT ON THE EASTERLY EXTENSION
OF THE SOUTH 1/2 OF LOT OR BLOCK "C", SUNSET HEIGHTS OF MOUNT DORA, AS RECORDED IN PLAT BOOK 3, PAGE 34, PUBLIC
RECORDS OF LAKE COUNTY, FLORIDA; THENCE WEST ALONG SAID NORTH LINE
OF THE SOUTH 1/2 AND THE EASTERLY EXTENSION THEREOF OF LOT OR
MOUNT DORA
GRANT DESCRIPTION NO. 3 (CON'T)
BLOCK "C", TO THE EASTERLY LINE OF THE WEST 1/2 OF SAID BLOCK "C";
THENCE SOUTH ALONG SAID EASTERLY LINE THEREOF TO A POINT ON THE
SOUTH LINE OF SAID SECTION 19; THENCE WEST ALONG THE SOUTH LINE OF
SAID SECTION 19 TO A POINT ON THE EAST LINE OF LOT 7, FOREST
HEIGHTS SUBDIVISION, AS RECORDED IN PLAT BOOK 15, PAGE 29, PUBLIC
RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH ALONG SAID EAST
LINES OF LOTS 7 AND 8 AND THE NORTHERLY AND SOUTHERLY CITY OF
EXTENSION THEREOF TO A POINT ON THE NORTH LINE OF THE MOUNT DORA
CEMETERY; THENCE WEST ALONG SAID NORTH LINE OF CEMETERY TO THE
NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINE OF SAID
CEMETERY TO THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE
SOUTH LINE OF CEMETERY TO A POINT ON THE WESTERLY RIGHT OF WAY
LINE OF ALEXANDER STREET AND/OR THE NORTHERLY EXTENSION THEREOF;
THENCE SOUTH ALONG SAID WESTERLY RIGHT OF WAY LINE OF ALEXANDER
STREET AND/OR THE NORTHERLY EXTENSION THEREOF AND THE SOUTHERLY
EXTENSION THEREOF TO A POINT ON THE NORTH LINE OF THE SOUTH 330.00
FEET OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE
27 EAST, LAKE COUNTY, FLORIDA; THENCE EAST TO A POINT ON A LINE,
SAID LINE BEING 210.00 FEET WEST OF AND PARALLEL WITH THE WEST
RIGHT OF WAY LINE OF DONNELLY AVENUE; THENCE SOUTH ALONG SAID
PARALLEL LINE TO A POINT ON THE NORTH LINE OF SHADOW PARK
SUBDIVISION, AS RECORDED IN PLAT BOOK 8, PAGE 52, PUBLIC RECORDS
OF LAKE COUNTY, FLORIDA; THENCE NORTHWESTERLY ALONG SAID NORTH
LINE OF SHADOW PARK SUBDIVISION TO THE NORTHWEST CORNER THEREOF;
THENCE SOUTH TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LINCOLN
AVENUE; THENCE ALONG THE SAID NORTH RIGHT OF WAY LINE OF LINCOLN
AVENUE TO THE NORTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY
LINE OF ALEXANDER STREET; THENCE SOUTH ALONG SAID WESTERLY RIGHT
OF WAY LINE OF ALEXANDER STREET AND THE NORTHERLY AND SOUTHERLY EXTENSION THEREOF TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF TENTH AVENUE; THENCE EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF TENTH AVENUE AND THE EASTERLY AND THE WESTERLY EXTENSION THEREOF TO THE POINT OF BEGINNING AND POINT OF TERMINUS.
DATE: October 15, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution No. 2019-127, Lincoln Park and Pool Scope of Services with GAI Community Solutions Group

Introduction:
This is a request for City Council to approve Resolution No. 2019-127, authorizing GAI to produce construction documents for the Lincoln Pool and Locker Room renovation. Documents will also include the design of a new spray ground.

On September 19, 2019, a request was presented to City Council to approve this Resolution. The vote was 3-3--Mayor Girone and Councilmembers Rolfson and Massey in favor; Councilmembers Tucker, Crail, and Stile against; and Councilmember Tillett absent--and did not pass.

Councilmember Tillett has requested to discuss this item with the City Council.

Discussion:
On February 20, 2018, City Council passed a resolution to enter into a continuing service agreement with GAI Consultants to provide professional consulting services for park planning. GAI's first task authorization was to develop a Parks and Recreation Master Plan. The completed Master Plan includes recommendations to renovate the Lincoln Pool and Locker Room facility.

To meet this recommendation, the City has requested design services for renovations to the Lincoln Park pool and locker rooms, as well as the design of a new spray ground. Renovations will include resurfacing of the pool shell and evaluation and likely replacement of chemical controllers, pump and electrical, chemical tank, and heaters. The locker rooms will include men's and women's spaces to meet required codes and include showers, water closets, urinals, lavatories, and lockers. A family changing area may also be included. The existing baby pool and associated equipment will be demolished and removed. A new, separate spray ground will be included.
GAI Community Solutions Groups will be subconsulting with Rhodes+Brito to complete this project. The work will be completed according to the terms and conditions of the existing Professional Services Agreement between the City and GAI Consultants, Inc. for RFQ 17-11-002, Professional Consulting Services for Parks and Recreation (attached).

The City will procure construction services utilizing a Construction Manager at Risk who is anticipated to be on contract with the City in September 2019.

**Budget Impact:**
The Lincoln Park Pool and Locker Room Renovation is budgeted in the following 2018-2019 general ledger accounts totaling $483,727.

111-5721-562 for $170,000 titled Lincoln Pool Locker Room Renovation and Pump & Filter Replacement; 127-5721-563 for $170,000 titled Lincoln Pool Locker Room Renovation and Pump & Filter Replacement; 127-5721-563 for $75,000 titled Redevelopment of Park (Lincoln, Lillie & Cauley); and 111-5721-563 for $68,727 titled Pool Resurfacing.

Additional funding for the Lincoln Park Pool and Locker Room Renovation has been requested in the 2019-2020 budget.

**Strategic Impact:**
The Lincoln Avenue Community Park and Pool is a large community park in the northeastern part of town, serving as the starting point for the multi-use trail through town and housing multiple activity types: tennis, racquetball, disc golf, natural oak canopy, volleyball, baseball fields, and a community pool.

It is important that the pool remain operable and attractive to the community so the entire park continues to provide aquatic and other recreational opportunities to Mount Dora residents. High-quality public facilities increase property values and encourage healthy lifestyles.

**Recommendation** City Council approve Resolution No. 2019-127.

**Attachment(s):**

Prepared by: Caroline Zeglen, Administrative Assistant
Reviewed by: Robin R. Hayes, City Manager
Final Approval - 10/10/2019
RESOLUTION NO. 2018-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, AUTHORIZING PROFESSIONAL CONSULTING SERVICES FOR PARKS AND RECREATION WITH GAI CONSULTANTS, INC.; DEVELOP AND CREATE A PARKS AND RECREATION MASTER PLAN; AUTHORIZING MAYOR TO EXECUTE THE CONTRACT IN ACCORDANCE WITH SOUND PROCUREMENT PRACTICES AND PRINCIPLES; A PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to enter into a continuing contract and agreement for professional planning services with GAI Consultants, Inc., which was selected as a professional consultant at the February 19, 2018, City Council meeting and as described in Exhibit “1”; and

WHEREAS, the City is in need of professional planning services for the City of Mount Dora Parks and Recreation Master Plan (PRMP); and

WHEREAS, The parks and recreation master plan will be a road map for the future of the City’s parks, trails system, parks facilities, and a complete inventory of the existing park infrastructure; and

WHEREAS, GAI Consultants, Inc. has submitted a proposal for scope of services as outlined in Exhibit “2” – GAI Consultants Work Order for RFQ 17-11-002 Professional Consulting Services For Parks and Recreation., for the City of Mount Dora Parks and Recreation Master Plan (PRMP)

WHEREAS, the fees for GAI’s consulting services will be paid out of account number 001-5720-531.00-00 for Professional Consulting Services once an internal budget transfer is completed as outlined in Exhibit 3.

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

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

SECTION 2. Definitions. As used herein:

(a). "City" means the City of Mount Dora, Florida.
(b). "City Manager" means the City Manager of the City or his designee.
(c). "Clerk" means the Clerk of the City or her designee.
(d). "Finance Director" means the Finance Director of the City.
(e). "Mayor" means the Mayor of the City or in the Mayor’s absence or unavailability
the Vice Mayor.
(f). "City Attorney" means the City Attorney of the City or his designee.

SECTION 3. Findings and Awards.

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

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

(c). It is hereby ascertained, determined and declared that in light of prevailing and
anticipated market conditions, it is in the best interests of the City to enter into a contact with
GAI Consultants, Inc..

SECTION 4. Authorization of Contract. The forms of the agreement for services
contract and scope of services documents are attached hereto, Exhibit “1”, or as may be required
to be modified are hereby approved. The Mayor is hereby authorized to execute said agreement
for the professional services for parks and recreation, in substantially the forms attached hereto.
The total cost shall be based on individual work assignments made by the City to GAI
Consultants, Inc.

SECTION 5. Additional Authorizations Concerning the Scope of services and Contract.
The City Manager, or designee(s), are hereby charged with the responsibility for implementing
the agreement for the preparation of parks and recreational master planning.

SECTION 6. Savings. The prior actions of the City relating to planning services as well
as all related subject matters and processes, are hereby ratified and affirmed.

SECTION 7. Severability. If any provision of this Resolution shall be held or deemed to
be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not
affect any other provision herein or render any other provision (or such provision in any other
context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 8. Conflicts. All resolutions of the City or parts thereof in conflict herewith,
if any, are hereby repealed to the extent of such conflict.

Resolution No. 2018-18
Page 2 of 5
SECTION 9. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 20th Day of February, A.D. 2018

[Signature]
NICK GIRONE
MAYOR of the City of Mount Dora, Florida

ATTEST:

[Signature]
GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

[Signature]
William Colbert or Jennifer Cockcroft
City Attorney

Resolution No. 2018-18
Page 3 of 5
EXHIBIT “1”
Professional Services Agreement Between
City of Mount Dora and GAI Consultant, Inc.
For RFQ 17-11-002
Professional Consulting Services for Parks and Recreation
EXHIBIT #1

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF MOUNT DORA AND GAI CONSULTANTS, INC.
FOR RFQ 17-11-002
PROFESSIONAL CONSULTING SERVICES FOR PARKS & RECREATION

THIS AGREEMENT made and entered into this 20 th day of February, 2018 by and between the City of Mount Dora, a municipality of the State of Florida, whose address is City Hall, 510 North Baker Street, Mount Dora Florida 32757, hereinafter referred to as the “CITY”, and GAI Consultants, Inc., a Florida Licensed Consultant Company, whose principal corporate address is 618 E. South Street, Suite 700, Orlando FL 32801, hereinafter referred to as the “CONSULTANT”. The CITY and the CONSULTANT are collectively referred to herein as the Parties.

WITNESSETH:

WHEREAS, the CITY desires to retain the CONSULTANT for the work identified in the bid and/or proposal specifications outlined in the CITY's procurement activities; and

WHEREAS, the CITY desires to retain the CONSULTANT to provide transit planning services/general consulting services, as subsequently specifically set out in Work Orders to be issued under this Agreement; and

WHEREAS, the CITY desires to employ the CONSULTANT for the performance necessary to support the activities, programs and projects of the CITY upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing and providing such goods/services upon said terms and conditions; and

WHEREAS, the CONSULTANT hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high quality goods and/or services to the CITY; and

WHEREAS, all CITY promulgated RFQ (solicitation) documents pertaining it procurement activities relating to this matter and all submissions submitted by the CONSULTANT in the proposal submitted to the CITY are hereby incorporated herein to the extent not inconsistent with the terms and conditions as set forth herein; and

WHEREAS, the CITY desires to retain the CONSULTANT to provide all labor, materials, equipment, facilities and services in accordance with, but not limited to, the provisions set forth in the Scope of Services (Exhibit “A”); and

WHEREAS, to the extent required by controlling law, this Agreement has been procured subject to the provisions of the Consultants Competitive Negotiations Act; and

WHEREAS, the CITY desires to use the expertise and knowledge of the CONSULTANT; and

WHEREAS, the CONSULTANT recognizes the importance to the public of strict adherence to all laws, rules and regulations with particular regard to safety procedure and process.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

Page 1 of 22
SECTION 1: GENERAL PROVISIONS.

(a). The term "CONSULTANT" as used in this Agreement is hereby defined herein as that person or entity, including employees, servants, partners, principals, agents and assignees providing services under this Agreement.

(b). The CONSULTANT acknowledges that the CITY may retain other goods and/or service providers to provide the same goods and/or services for CITY projects. The CONSULTANT acknowledges that the CITY, at the CITY’s option, may request proposals from the CONSULTANT and the other goods and/or service providers for CITY projects. The CITY reserves the right to select which goods and/or service provider shall provide goods and/or services for the CITY’s projects.

(c). The CONSULTANT agrees to provide and ensure coordination between goods/services providers.

(d). The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the parties have relied.

(e). Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The persons executing this Agreement for the CONSULTANT certify that they are authorized to bind the CONSULTANT fully to the terms of this Agreement.

(f). Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Work Order. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Work Order.

(g). When the term “law” is used herein, said phrase shall include statutes, codes, rules and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

(h). The CONSULTANT hereby guarantees the CITY that all work and all material, supplies, services and equipment as listed on a Work Order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Act of 1970, from time to time amended and in force on the date hereof.

(i). It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONSULTANT (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain forever an independent CONSULTANT with respect to all services performed under this Agreement.

(j). Persons employed by the CONSULTANT in the provision and performance of the goods and/or services and functions pursuant to this Agreement shall have no claim to pension, workers’ compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY’s officers and employees either by operation of law or by the CITY.
(k). No claim for goods and/or services furnished by the CONSULTANT not specifically provided for herein or in a Work Order shall be honored by the CITY.

SECTION 2: SCOPE OF SERVICES; WORK ORDERS FOR SERVICES.

(a). The CONSULTANT shall provide the goods and/or services as generally set forth, described in Exhibit “A” to this Agreement, and, subsequently, as specifically detailed in various Work Orders as may be issued from time-to-time by the CITY.

(b). The CONSULTANT shall safely, diligently, and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services included in this Agreement and in each subsequently entered Work Order.

(c). Unless modified in writing by the parties hereto, the duties of the CONSULTANT shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement and any Work Order issued pursuant to this Agreement.

SECTION 3: WORK ORDERS.

(a). The provision of goods and/or services, to be performed under the provisions of this Agreement, shall be commenced as set forth in the CITY’s bid and procurement documents upon the execution of this Agreement and a Work Order issued on a form provided by the CITY hereunder commencing the provision of goods and services. Additional services to be performed or goods to be provided by the CONSULTANT to the CITY shall be authorized in written Work Orders issued by the CITY on a form provided by the CITY. Work Orders executed by the CITY shall include a detailed description of quantities, services and a completion schedule. The CONSULTANT shall review Work Orders and notify the CITY in writing of asserted inadequacies for the CITY’s correction, if warranted. In every case, if work is completed by the CONSULTANT without authorization by a Work Order or a change order, the CITY is not obligated to compensate the CONSULTANT for the unauthorized work.

(b). If the services required to be performed by a Work Order are clearly defined, the Work Order shall be issued on a “Fixed Fee” basis. The CONSULTANT shall perform all services required by the Work Order but, in no event, shall the CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.

(c). If the services are not clearly defined, the Work Order may be issued on a “Time Basis Method” and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONSULTANT shall perform all work required by the Work Order; but in no event, shall the CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(d). If the services are not clearly defined, the Work Order may be issued on a “Time Basis Method” and contain a Limitation of Funds amount. The CONSULTANT is not authorized to exceed that amount without the prior written approval of the CITY. Said approval, if given by the CITY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the CITY whenever the CONSULTANT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(e). For Work Orders issued on a “Fixed Fee Basis”, the CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.
(f). For Work Orders issued on a “Time Basis Method” with a Not-to-Exceed amount, the CONSULTANT may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(g). Each Work Order issued on a “Fixed Fee Basis” or “Time Basis Method” with a Not-to-Exceed amount shall be treated separately for retainage purposes, which shall be prescribed on the face of the Work Order. If the CITY determines that work is substantially complete and the amount retained is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(h). For Work Orders issued on a “Time Basis Method” with a Limitation of Funds amount, the CONSULTANT may invoice the amount due for services actually performed and completed. The CITY shall pay the CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a “Time Basis Method” with a Limitation of Funds amount.

(i). Payments shall be made by the CITY to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONSULTANT shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONSULTANT, Work Order Number, Contract Number and all other information required by this Agreement.

SECTION 4: CONSULTANT UNDERSTANDING OF GOODS/SERVICES REQUIRED.

Execution of this Agreement by the CONSULTANT is a representation that the CONSULTANT is familiar with the goods and/or services to be provided and/or performed and with local conditions. The CONSULTANT shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONSULTANT has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and to be identified in the Work Orders, and that it is well acquainted with the work conditions and the components that are properly and customarily included within such projects and the requirements of laws, ordinances, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the CITY's Projects. Execution of a Work Order shall be an affirmative and irrefutable representation by the CONSULTANT to the CITY that the CONSULTANT is fully familiar with any and all requisite work conditions of the provision of the goods and/or services.

SECTION 5: CHANGE ORDERS.

(a). The CITY may revise the scope of services or order for goods set forth in any particular Work Order.

(b). Revisions to any Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the goods and/or services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the goods and/or services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. An Agreement between the parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and
to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONSULTANT’s schedule.

SECTION 6: CONSULTANT RESPONSIBILITIES.

(a) The CONSULTANT shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, safety, and the coordination of all goods and/or services furnished by the CONSULTANT under this Agreement as well as the conduct of its staff, personnel, employees and agents. The CONSULTANT shall provide to the CITY a list of employee working days, times and assignments within two (2) hours of the CITY’s request for such information and the CITY may request, and the CONSULTANT shall provide, employee addresses and drivers’ licenses. The CONSULTANT shall work closely with the CITY on all aspects of the provision of the goods and/or services. With respect to services, the CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes only and not as a limitation: documents, analysis, reports, data, plans, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his/her/its plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature. The CONSULTANT’s submissions in response to the subject bid or procurement processes are incorporated herein by this reference thereto.

(b) Neither the CITY’s review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONSULTANT’s negligent or improper performance or failure to perform any of the goods and/or services furnished under this Agreement.

(c) The rights and remedies of the CITY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

(d) Time is of the essence in the performance of all goods and/or services provided by the CONSULTANT under the terms of this Agreement and each Work Order.

SECTION 7: CITY RIGHTS AND RESPONSIBILITIES.

(a) The CITY shall reasonably cooperate with the CONSULTANT in a timely fashion at no cost to the CONSULTANT as set forth in this Section.

(b) The CITY shall furnish a CITY representative, as appointed by the designated representative to administer, review and coordinate the provision of services under Work Orders.

(c) The CITY shall make CITY personnel available where, in the CITY’s opinion, they are required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the CITY.

(d) The CITY shall examine all of the CONSULTANT’s goods and/or services and indicate the CITY’s approval or disapproval within a reasonable time so as not to materially delay the provisions of the goods and/or services of the CONSULTANT.
(e). The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Agreement.

(f). The CITY shall give written notice to the CONSULTANT whenever the CITY's designated representative knows of a development that affects the goods and/or services provided and performed under this Agreement, timing of the CONSULTANT's provision of goods and/or services, or a defect or change necessary in the goods and/or services of the CONSULTANT.

(g). The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law. The CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement as well as the adjustment of payments made to the CONSULTANT based upon the quality of work of the CONSULTANT.

(h). The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the CONSULTANT in carrying out the duties and responsibilities deriving from this Agreement.

(i). The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(j). Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY or the public caused by the CONSULTANT's negligent or wrongful provision or performance of any of the goods and/or services furnished under this Agreement.

(k). All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONSULTANT's services or have been created during the course of the CONSULTANT's performance under this Agreement shall become the property of the CITY after final payment is made to the CONSULTANT. Any reuse of the Work Product described above without written verification of approval or adaptation by Consultant, as appropriate, for the specific purpose intended, will be at the CITY's sole risk and without liability or legal exposure to the Consultant.

SECTION 8: COMPENSATION.

(a). For the work set forth in Exhibit "A" of this Agreement, the CONSULTANT shall be paid in accordance with the schedule of charges as set forth in Exhibit "B" attached hereto.

(b). There are no reimbursable expenses to be paid to the CONSULTANT except as specifically set forth herein.

SECTION 9: INVOICE PROCESS.

(a). Invoices, which are in an acceptable form to the CITY and without disputable items, which are received by the CITY, will be processed for payment within thirty (30) days of receipt by the CITY.
(b). The CONSULTANT will be notified of any disputable items contained in invoices submitted by the CONSULTANT within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies.

(c). The CITY and the CONSULTANT will make every effort to resolve all disputable items contained in the CONSULTANT’s invoices.

(d). Each invoice shall reference this Agreement, the appropriate Work Order, Purchase Order and Change Order if applicable, and billing period.

(e). The Florida Local Government Prompt Payment Act shall apply at all times. A billing period represents the dates in which the CONSULTANT completed goods and/or services referenced in an invoice.

(f). Invoices are to be forwarded directly to:

Accounts Payable
City of Mount Dora City Hall
510 North Donnelly Street
Mount Dora Florida 32757

SECTION 10: COMMENCEMENT/IMPLEMENTATION SCHEDULE OF AGREEMENT.

(a). The CONSULTANT shall commence the provision of goods and/or services as described in this Agreement upon execution of this Agreement or execution of this Agreement and execution of a Work Order issued by the CITY.

(b). The CONSULTANT and the CITY agree to make every effort to adhere to the schedules required by the CITY or as established for the various Work Orders as described in each Work Order. However, if the CONSULTANT is delayed at any time in the provision of goods and/or services by any act or omission of the CITY, or of any employee, tumult of the CITY, or by any other CONSULTANT employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, terrorism, unavoidable casualties, or any other causes of force majeure not resulting from the inactions or actions of the CONSULTANT and beyond the CONSULTANT’s control which would not reasonably be expected to occur in connection with or during performance or provision of the goods and/or services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONSULTANT shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: TERM/LENGTH OF AGREEMENT.

(a). The initial term of this Agreement shall be for two years from Agreement execution date.

(b). After the initial term, this Agreement shall be automatically renewed for two additional two year renewals for a maximum of six years.

(c). Should the CITY not wish to not have the contract automatically renewed, the CITY shall provide written notice sixty (60) days prior to the automatic renewal.
SECTION 12: DESIGNATED REPRESENTATIVES.

(a). The CITY designates the CITY’s City Manager or her designated representative, to represent the CITY in all matters pertaining to and arising from the work and the performance of this Agreement.

(b). The CITY’s City Manager, or her designated representative, shall have the following responsibilities:

(1). Examination of all work and rendering, in writing, decisions indicating the CITY’s approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT;

(2). Transmission of instructions, receipt of information, and interpretation and definition of CITY’s policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(3). Giving prompt written notice to the CONSULTANT whenever the CITY official representative knows of a defect or change necessary in the project; and

(4). Coordinating and managing the CONSULTANT’s preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

(c). Until further notice from the CITY Manager the designated representative for this Agreement is:

Ms. Marilyn Douglas
Purchasing Manager
510 North Baker Street
Mount Dora Florida 32757

(d). The CONSULTANT’s designated representative is:

Peter Sechler, Director
618 E. South Street, 700
Orlando, FL 32801

SECTION 13: TERMINATION/SUSPENSION OF AGREEMENT.

(a). The CITY may terminate this Agreement or any Work Order for convenience at any time or this Agreement or any Work Order for any one (1) or more of the reasons as follows:

(1). If, in the CITY’s opinion, adequate progress to be provided or under a Work Order is not being made by the CONSULTANT due to the CONSULTANT’s failure to perform; or

(2). If, in the CITY’s opinion, the quality of the goods and/or services provided by the CONSULTANT is/are not in conformance with commonly accepted professional standards, standards of
the CITY, and the requirements of Federal and/or State regulatory agencies, and the CONSULTANT has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

(3). The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT; or

(4). The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5). The CONSULTANT violates the Standards of Conduct provisions herein or any provision of Federal, State or local law or any provision of the CITY's Code of Conduct and policies.

(b). In the event of any of the causes described in this Section, the CITY's designated representative may send a certified letter to the CONSULTANT requesting that the CONSULTANT show cause why the Agreement or any Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within seven (7) calendar days of the date of the letter, the CITY may consider the CONSULTANT to be in default, and may then immediately terminate this Agreement or any Work Order in progress under this Agreement.

(c). In the event that this Agreement or a Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONSULTANT.

SECTION 14: TERMINATION BY CONSULTANT FOR CAUSE.

(a). The CONSULTANT may terminate this Agreement only if the CITY fails to pay the CONSULTANT in accordance with this Agreement.

(b). In the event of the cause described in Subsection (a), the CONSULTANT shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONSULTANT within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONSULTANT may consider the CITY to be in default, and may immediately terminate this Agreement.

SECTION 15: TERMINATION BY THE CITY WITHOUT CAUSE.

(a). Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific Work Order without cause, if such termination is deemed by the CITY to be in the public interest, in writing of deficiencies or default in the performance of its duties under the Agreement and the CONSULTANT shall have ten (10) days to correct same or to request, in writing a hearing.

(b). Failure of the CONSULTANT to remedy said specified items of deficiency or default in the notice by either the CITY's designated representative within ten (10) days of receipt of such notice of such decisions, shall result in the termination of the Agreement, and the CITY shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Agreement.

(c). The CITY shall have the right to terminate this Agreement without cause with a sixty (60) day written notice to the CONSULTANT. The CITY reserves the right to terminate any Agreement for
cause with a five (5) day written notice to the CONSULTANT. Notice shall be served to the parties as specified in the Agreement.

(d) In the event that this Agreement is terminated, the CITY shall identify any specific Work Order(s) being terminated and the specific Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.

(e) This Agreement will remain in full force and effect as to all authorized Work Order(s) that is/are to be continued to completion.

(f) In the event that, after the CITY's termination for cause for failure of the CONSULTANT to fulfill its obligations under this Agreement, it is found that the CONSULTANT has not so failed, the termination shall be deemed to have been for convenience and without cause.

SECTION 16: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Agreement, or any Work Order, is terminated or canceled prior to final completion without cause, payment for the unpaid portion of the services provided by the CONSULTANT through the date of termination, and any additional services, shall be paid to the CONSULTANT.

SECTION 17: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination given by either party, the terminated party shall promptly discontinue the provision of all goods and/or services, unless the notice provides otherwise.

SECTION 18: SUSPENSION.

(a) The performance or provision of the CONSULTANT's goods and/or services under any Work Order or under this Agreement may be suspended by the CITY at any time.

(b) In the event the CITY suspends the performance or provision of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing, such suspension becoming effective within seven (7) days from the date of mailing, and the CITY shall pay to the CONSULTANT within thirty (30) days all compensation which has become due to and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended provision of goods and/or services unless and until the CITY's designated representative notifies the CONSULTANT in writing that the provision of the goods and/or services of the CONSULTANT called for hereunder are to be resumed by the CONSULTANT.

(c) Upon receipt of written notice from the CITY that the CONSULTANT's provision of goods and/or services hereunder are to be resumed, the CONSULTANT shall continue to provide the services to the CITY.

SECTION 19: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.

The CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, sexual orientation or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or
compensation; and selection for training, including apprenticeship. The CONSULTANT, moreover, shall comply with all the requirements as imposed by the Americans with Disabilities Act and the Americans with Disabilities Amendment Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

SECTION 20: INDEMNITY AND INSURANCE.

(a). To the fullest extent permitted by law, the CONSULTANT shall indemnify, hold harmless and defend the CITY, its agents, servants, officers, officials and employees, or any of them, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney’s fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony, arising out of or resulting from the performance or provision of services required under this Agreement, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of the CONSULTANT, its agents, servants, officers, officials, employees, or sub consultants. Additionally, the CONSULTANT accepts responsibility for all damages resulting in any way related to the performance of work.

(b). In accordance with Section 725.06, Florida Statutes, adequate consideration has been provided to the CONSULTANT for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged.

(c). Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.

(d). In claims against any person or entity indemnified under this Section by an employee of the CONSULTANT or its agents or sub-consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONSULTANT or its agents or sub-consultants, under Workers Compensation acts, disability benefit acts, or other employee benefit acts.

(e). The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the indemnification provision in this Agreement; provided, however, that the CONSULTANT must also comply with the provisions of this Agreement relating to insurance coverages.

(f). The CONSULTANT shall submit a report to the CITY within twenty-four (24) hours of the date of any incident resulting in damage or which is reasonably likely to result in a claim of damage.

(g). In the event that the CONSULTANT is providing services as a “design professional”, the indemnification by the CONSULTANT running in favor of the CITY shall be to the maximum extent permissible under the provisions of Section 725.08, Florida Statutes.

SECTION 21: INSURANCE.

(a). The CONSULTANT shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the CITY and with only such terms and conditions as may be acceptable to the CITY:
(1) Workers Compensation/Employer Liability: The CONSULTANT shall provide Worker’s Compensation for all employees. The limits will be statutory limits for Worker’s Compensation insurance and $1,000,000 for Employer’s Liability.

(2) Comprehensive General Liability: The CONSULTANT will provide coverage for all operations including, but not limited to, contractual, products, complete operations, and personal injury. The limits will not be less than $2,000,000 Combined Single Limit (CDL) or its equivalent.

(3) Professional Liability (Error & Omissions): The CONSULTANT shall provide coverage in the amount of $1,000,000.00 per occurrence.

(4) Comprehensive Automobile Liability: The CONSULTANT shall provide complete coverage for owned and non-owned vehicles for limits not less than $1,000,000 CSL or its equivalent.

(b) All insurance other than Workers Compensation to be maintained by the CONSULTANT shall specifically include the CITY as an additional insured.

(c) The CONSULTANT shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Agreement from the CITY. These Certificates of Insurance shall become part of this Agreement. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve the CONSULTANT of the CONSULTANT’s full responsibility for performance of any obligation including the CONSULTANT’s indemnification of the CITY under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite Best’s Rating and Financial Size Category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONSULTANT has replaced the unacceptable insurer with insurance acceptable to the CITY, the CONSULTANT shall be deemed to be in default of this Agreement.

(d) The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty (30) days prior notice will be given to the CITY by submission of a new Certificate of Insurance.

(e) The CONSULTANT shall furnish Certificate of Insurance directly to the CITY’s designated representative. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by this Agreement.

(f) Nothing in this Agreement or any action relating to this Agreement shall be construed as the CITY’s waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

(g) The CITY shall not be obligated or liable under the terms of this Agreement to any party other than the CONSULTANT. There are no third party beneficiaries to this Agreement.

(h) The CONSULTANT is an independent CONSULTANT and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Agreement.
(i). All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

SECTION 22: STANDARDS OF CONDUCT.

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

(b). The CONSULTANT shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.

(c). The CONSULTANT hereby certifies that no undisclosed (in writing) conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONSULTANT, or any interest in property that the CONSULTANT may have. The CONSULTANT further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

(d). The CONSULTANT shall ensure that all taxes due from the CONSULTANT are paid in a timely and complete manner including, but not limited to, the local business tax.

(e). If the CITY determines that any employee or representative of the CONSULTANT is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CITY shall so notify the CONSULTANT, in writing. The CONSULTANT shall immediately remove such employee or representative of the CONSULTANT from such assignment.

(f). The CONSULTANT shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.

(g) The CONSULTANT shall certify, upon request by the CITY, that the CONSULTANT maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination of this Agreement.

(h). If the CONSULTANT or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination of this Agreement by the CITY. The CONSULTANT shall provide a certification of compliance regarding the public crime requirements set forth in State law upon request by the CITY.

(i). The CITY reserves the right to unilaterally terminate this Agreement if the CONSULTANT refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the CONSULTANT in conjunction, in any way, with this Agreement.
(j). The CONSULTANT shall comply with the requirements of the Americans with Disabilities Act and the Americans with Disabilities Amendment Act, and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(k). The CITY will not intentionally award publicly-funded contracts to any CONSULTANT who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8, United States Code, Section 1324a(c) Section 274A(e) of the Immigration and Nationally Act (INA). The CITY shall consider the employment by the CONSULTANT of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by the CONSULTANT of the employment provisions contained in Section 274A (e) of the INA shall be grounds for immediate termination of this Agreement by the CITY. The CONSULTANT shall utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of this agreement. The CONSULTANT shall expressly require any subcontractors performing work or providing services to likewise utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this agreement.

(l). The CONSULTANT agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the goods and/or services provided to the CITY. The CONSULTANT agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.

(m). The CONSULTANT shall ensure that all goods and/or services are provided to the CITY after the CONSULTANT has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.

(n). If applicable, in accordance with Section 216.347, Florida Statutes, the CONSULTANT shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.

(o). The CONSULTANT shall advise the CITY in writing of it who has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.

(p). The CONSULTANT shall not engage in any action that would create a conflict of interest in the performance of that actions of any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. No official or employee of a State or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector or other person performing services for a State or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his or her employment or retention by a State or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a State or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the State highway department and of such other governmental instrumentality, and such officer, employee or person has not participated in such acquisition for and in behalf of the State. It shall be the responsibility of the State to enforce the
requirements of this section. No member, officer or employee of the CITY during his or her tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(q) Pursuant to this Agreement between the CONSULTANT and the CITY, the CONSULTANT may be called upon from time to time to render services to various municipalities, at the expense of the local government(s). This agreement does not preclude the municipality from participating directly with the CONSULTANT in the CITY planning process.

SECTION 23: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a) The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of services under this Agreement. All-time records and cost data shall be maintained in accordance with generally accepted accounting principles. Upon termination of this Agreement, the CONSULTANT shall deliver all records, data, memoranda, models, and equipment of any nature that are in the CONSULTANT’s possession, under the CONSULTANT’s control and that are the CITY’s property, or relate to the CITY’s business.

(b) The CONSULTANT shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of the provision or performance goods and/or services under this Agreement and date of final payment for said goods and/or services, or date of termination of this Agreement.

(c) The CITY may perform, or cause to have performed, an audit of the records of the CONSULTANT before or after final payment to support final payment under any Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONSULTANT and the CITY subsequent to the close of the final fiscal period in which goods and/or services are provided or performed. Total compensation to the CONSULTANT may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONSULTANT. Conduct of this audit shall not delay final payment as required by this Section.

(d) In addition to the above, if Federal, State, County, or other entity funds are used for any goods and/or services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or a county or municipality with jurisdiction or any representatives, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to goods and/or services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions. In every respect, the CONSULTANT shall ensure compliance with any applicable requirements of governmental agencies including, but not limited to, their pre-audit and post-audit requirements.

(e) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONSULTANT shall refund such overpayment to the CITY within thirty (30) days of notice by the CITY of the request for the refund.

(f) The CONSULTANT agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONSULTANT must:

(1) Keep and maintain public records required by the CITY to perform the service.

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

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

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

(5) If the CONSULTANT does not comply with a public records request, the CITY shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR shall be subject to all rights and remedies of the CITY and the public under controlling State law.

(6) A request to inspect or copy public records relating to this Agreement must be made directly to the CITY. If the CITY does not possess the requested records, the CITY shall immediately notify the CONSULTANT of the request, and the CONSULTANT must provide the records to the CITY or allow the records to be inspected or copied within a reasonable time. Failure by the CONSULTANT to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the CITY. The CONSULTANT shall promptly provide the CITY with a copy of any request to inspect or copy public records in possession of the CONSULTANT and shall promptly provide the CITY with a copy of the CONSULTANT’s response to each such request.

(g) The CONSULTANT agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

(h) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONSULTANT’S (VENDOR’S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 735-7126, GWEN KEOUGH-JOHNS, CITY CLERK, CITY OF MOUNT DORA, CITY HALL, 510 N. BAKER ST. MOUNT DORA, FL 32757, JOHNSG@CL.MOUNT-DORA.FL.US.

SECTION 24: CODES AND DESIGN STANDARDS.

(a) All goods and/or services to be provided for performed by the CONSULTANT shall, at a minimum, be in conformance with commonly accepted industry and professional codes and standards, standards of the City to include, but not be limited to, the contractual terms and conditions posted on the
city's Web site, and the laws of any and all Federal, State and local regulatory agencies or which, otherwise, have jurisdiction over the goods and/or services.

(b) The CONSULTANT shall be responsible for keeping apprised of any changing laws, applicable to the goods and/or services to be performed under this Agreement.

SECTION 25: ASSIGNABILITY.

(a) The CONSULTANT shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

(b) The CONSULTANT agrees to reasonably participate in the contractual "piggybacking" programs pertinent to local governments if authorized by law.

SECTION 26: SUBCONSULTANTS.

(a) Any CONSULTANT-proposed sub-consultants shall be submitted to the CITY for written approval prior to the CONSULTANT entering into a subcontract. Sub-consultant information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.

(b) The CONSULTANT shall coordinate the provision of goods and/or services and work product of any CITY approved sub-consultants, and remain fully responsible for such goods and/or services and work under the terms of this Agreement.

(c) Any subcontract shall be in writing and shall incorporate this Agreement and require the sub-consultants to assume performance of the CONSULTANT's duties commensurate with the CONSULTANT's duties to the CITY under this Agreement, it being understood that nothing herein shall in any way relieve the CONSULTANT from any of its duties under this Agreement. The CONSULTANT shall provide the CITY with executed copies of all subcontracts.

(d) The CONSULTANT shall reasonably cooperate at all times with the CITY and other CITY consultants and professionals.

(e) There are no sub-consultants submitted for approval by the CITY at the inception of the Agreement.

SECTION 27: CONTROLLING LAWS/VENUE/INTERPRETATION.

(a) This Agreement is to be governed by the laws of the State of Florida.

(b) Venue for any legal proceeding related to this Agreement shall be in the Fifth Judicial Circuit Court in and for Lake County, Florida.

(c) This Agreement is the result of bona fide arm's length negotiations between the CITY and the CONSULTANT and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.
SECTION 28: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 29: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

(a). This Agreement, together with the exhibits, constitutes the entire integrated Agreement between the CITY and the CONSULTANT and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

(b). This Agreement may only be amended, supplemented or modified by a formal written amendment.

(c). Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 30: NOTICES.

(a). Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b). For the present, the parties designate the following as the representative places for giving of notice, to-wit:

For the CITY:

Robin Hayes  
City Manager  
City Hall  
510 North Baker Street  
Mount Dora Florida 32757

For the CONSULTANT:  
Peter Sechler  
Director  
618 E. South Street, Suite 700  
Orlando, FL 32801

(c). Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONSULTANT
agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of the CONSULTANT to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 31: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 32: NO GENERAL CITY OBLIGATION.

In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, but shall be payable solely from legally available revenues and funds and the CONSULTANT shall have no right to impose the levy of ad valorem taxation by the CITY.

SECTION 33: EXHIBITS.

Each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

SECTION 34: CAPTIONS.

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

SECTION 35: SEVERABILITY/CONSTRUCTION.

(a). If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

SECTION 36: ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a). In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b). The CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONSULTANT had knowledge and failed to present during the CITY procedures.

(c). In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation.
Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 37: COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 38: Personal Liability of Personnel Disclaimer.

PURSUANT TO FLORIDA STATUTES §558.0035 (2017), TO THE FULLEST EXTENT PERMITTED BY LAW, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE; FOR DAMAGES RESULTING FROM NEGLIGENCE occurring within the course and scope of a professional services contract if:

1. The contract is made between the business entity and a claimant or with another entity for the provision of professional services to the claimant;
2. The contract does not name as a party to the contract the individual employee or agent who will perform the professional services;
3. The contract includes a prominent statement, in uppercase font that is at least 5 point sizes larger than the rest of the text, that, pursuant to this section, an individual employee or agent may not be held individually liable for negligence;
4. The business entity maintains any professional liability insurance required under the contract; and
5. Any damages are solely economic in nature and the damages do not extend to personal injuries or property not subject to the contract.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its CITY’s local governing board, the City Council, taking action on this 20th day of February, 2018, and the CONSULTANT signing by and through its duly authorized corporate officers having the full and complete authority to execute same.

CITY OF MOUNT DORA

By:  
Mayor Signature  
City Clerk Signature  
Signature Date

Approved as to form and legality as to City of Mount Dora, Florida.

GAI Consultants, Inc.

By:  
Authorized Consultant Signature  
Consultant Witness to Signature

STATE OF Florida  
COUNTY OF Orange  

SWORN AND SUBSCRIBED before me this 23rd day of February, 2018, by __________, who did / did not __________ take an oath and who produced __________ as identification or is personally known to me.
EXHIBIT “A”

SCOPE OF WORK

The City of Mount Dora’s Park and Recreation Department wishes to engage a full service professional services firm or team (pursuant to Section 287.055, Florida Statutes) to provide continuing services for a variety of work to be assigned on an as-needed basis. Contracting will be with multiple firms and that firm may bring in identified assistance to complete work assignments.

ENGAGEMENT HIGHLIGHTS (representative and not exclusive)

1. Initial contract term shall be for five years. Options for renewal shall be negotiated between the parties.
2. Scope may include system master or sectional planning for active to resource based parks including sports facilities, greenways and trails, and waterfront parks.
3. Site designs.
4. Planning including Master Planning.
5. Landscape designs.
6. Architectural services.
7. Engineering services.
8. Environmental planning and engineering.
9. Permitting with various agencies.
10. Natural resource management planning.
11. Construction plans.
13. Construction management or administration.
14. Lakefront Master Plan
15. Future Master Plan Updates
16. Future Park Development

Summary

The successful proposer(s) will prove by their response, qualifications and experience that they are familiar and are working in a high growth area like Mount Dora. The successful proposer will work with appropriate staff to ensure a cohesive and comprehensive Parks and Recreation development plan that will work towards: standardizations; proper reusable specifications; attractive and pertinent signage; and public buy-in of the CITY’s objectives. All elements of specific development for the active parks, trails, and passive recreation, management of the assets and future expansion and attention shall be addressed by the successful proposer.

COMPREHENSIVE PLAN UPDATES

The Parks and Recreation Master Plan to include data, maps, and updated polices to update the City’s Comprehensive Plan shall include but not be limited to the following:

A. Provide documents and data updates to the Recreation and Open Space Element of the Mount Dora Comprehensive Plan for the State required Evaluation and Appraisal Report.
B. Current needs assessments.
C. Future needs assessments for the new planning period.
D. Revised park location map series.
E. Revised cultural resources map series.

F. Needs Assessment to determine the recreation needs and priorities for City residents and visitors.

G. Update facility and program recommendations based on collected data, projected population, and required growth management planning for existing park facilities as well as new acquisitions that include general location recommendation, amount of acreage required, level of facility development, and timing schedule.

H. Assessment of all Public Land Properties, its management plans, capital improvements and operating/restoration plans and funding sources.

I. Develop a needs assessment to determine long-term capital improvements.

J. Determine facility and program needs based on user surveys, public input sessions, and meetings with community organizations, staff and Parks and Recreation Advisory Board.

K. Review and provide proposed Goals, Objectives, and Policies of the Recreation and Open Space Elements of the City's Comprehensive Plan.

L. Coordinate with Planning and Development Department and integrate into the City's Comprehensive Plan.
## 2018 Community Development Florida Rate Schedule

Professionals include Economists, Planners, Urban Designers, and Landscape Architects. The use of "Engineer" in the titles in the Hourly Rate Schedule applies to professional engineers and geologists. Any changes in hourly rates to reflect increases in cost of living, taxes, benefits, etc. will take effect on January 1, 2019. Rates in the below table are "loaded" hourly rates and include all overhead, costs, and benefits per hourly unit rate.

<table>
<thead>
<tr>
<th>Labor Classification</th>
<th>Invoice Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSG Expert Witness</td>
<td>$350.00</td>
</tr>
<tr>
<td>CSG Senior Director / Principal</td>
<td>$275.00</td>
</tr>
<tr>
<td>CSG Senior Director</td>
<td>$225.00</td>
</tr>
<tr>
<td>CSG Director</td>
<td>$215.00</td>
</tr>
<tr>
<td>CSG Senior Manager / Assistant Director</td>
<td>$195.00</td>
</tr>
<tr>
<td>CSG Manager</td>
<td>$175.00</td>
</tr>
<tr>
<td>CSG Assistant Manager</td>
<td>$150.00</td>
</tr>
<tr>
<td>CSG Senior Project Professional</td>
<td>$135.00</td>
</tr>
<tr>
<td>CSG Project Professional</td>
<td>$120.00</td>
</tr>
<tr>
<td>CSG Senior Professional</td>
<td>$105.00</td>
</tr>
<tr>
<td>CSG Professional</td>
<td>$100.00</td>
</tr>
<tr>
<td>CSG Senior Technician</td>
<td>$95.00</td>
</tr>
<tr>
<td>CSG Technician 2</td>
<td>$85.00</td>
</tr>
<tr>
<td>CSG Technician 1</td>
<td>$65.00</td>
</tr>
<tr>
<td>CSG Lead CAD Operator</td>
<td>$95.00</td>
</tr>
<tr>
<td>Principal</td>
<td>$315.00</td>
</tr>
<tr>
<td>Senior Director</td>
<td>$295.00</td>
</tr>
<tr>
<td>Senior Director of Engineering</td>
<td>$270.00</td>
</tr>
<tr>
<td>Director</td>
<td>$260.00</td>
</tr>
<tr>
<td>Senior Engineering Manager</td>
<td>$230.00</td>
</tr>
<tr>
<td>Engineering Manager</td>
<td>$185.00</td>
</tr>
<tr>
<td>Senior Project Manager, Senior Technical Leader</td>
<td>$175.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$165.00</td>
</tr>
<tr>
<td>Senior Project Engineer, CIE Project Administrator</td>
<td>$155.00</td>
</tr>
<tr>
<td>Senior Project Designer, Senior Project Technical Specialist, Project Engineer</td>
<td>$130.00</td>
</tr>
<tr>
<td>Senior Lead Designer</td>
<td>$115.00</td>
</tr>
<tr>
<td>Senior Engineer Intern</td>
<td>$105.00</td>
</tr>
<tr>
<td>Lead Designer</td>
<td>$100.00</td>
</tr>
<tr>
<td>Senior CAD Operator</td>
<td>$95.00</td>
</tr>
<tr>
<td>Senior Project Coordinator</td>
<td>$90.00</td>
</tr>
<tr>
<td>Senior Project Controls Associate</td>
<td>$80.00</td>
</tr>
<tr>
<td>Engineer Intern</td>
<td>$80.00</td>
</tr>
<tr>
<td>CAD Operator</td>
<td>$70.00</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>$55.00</td>
</tr>
<tr>
<td>Senior Environmental Manager</td>
<td>$170.00</td>
</tr>
<tr>
<td>Environmental Manager, Senior Environmental Specialist</td>
<td>$150.00</td>
</tr>
<tr>
<td>Project Environmental Specialist, Project GIS Specialist</td>
<td>$95.00</td>
</tr>
<tr>
<td>Surveyor</td>
<td>$180.00</td>
</tr>
<tr>
<td>Senior CAD Operator</td>
<td>$85.00</td>
</tr>
<tr>
<td>Survey Crew Chief</td>
<td>$120.00</td>
</tr>
<tr>
<td>Survey Crew - 2 Person</td>
<td>$120.00</td>
</tr>
<tr>
<td>Survey Crew - 3 Person</td>
<td>$175.00</td>
</tr>
</tbody>
</table>
EXHIBIT “C”

SUB-CONSULTANT/SERVICES PROVISIONS

City of Mount Dora, Florida (Owner),
GAI CONSULTANTS, INC. (Consultant) and
ANDREYEV ENGINEERING, INC. (Sub-Consultant)

1. Ownership of Documents

a. Title to all plans, drawing, specifications, ideas, concepts, designs, sketches, models, programs, software, reports or other tangible work product produced by Sub-Consultant / Consultant pursuant to this Agreement shall be and remain the sole and exclusive property of Owner when produced.

b. Sub-Consultant / Contractor shall deliver all such original work product to Consultant for its delivery to Owner upon completion thereof or upon sooner termination of Sub-Consultant / Contractor or Contractor's services, but may retain copies thereof for its permanent records so long as the same are not used without Owner's prior expressed written consent, which consent Owner may withhold in its sole discretion. Owner shall have all rights to use any and all work product. If Owner modifies sub-consultants original work product or uses Sub-Consultant / Contractor's work product for any purpose other than its original intended purpose, the Sub-Consultant / Contractor shall have no liability to Owner for any such modification or use.

c. Owner exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for Owner as the author, creator, or inventor thereof upon creation, and Owner shall have all rights therein including, without limitation, the right of reproduction. This provision shall be construed as and constitute a full assignment to Owner of any and all rights Sub-Consultant / Contractor may have (if any) in this regard. The Sub-Consultant / Contractor acknowledges that Owner is the motivating factor for, and for the purpose of copyright and patent has the right to direct and supervise the preparation of such copyrightable or patentable materials or design.

2. Confidentiality of Material

a. Sub-Consultant / Contractor may, during the course of its engagement hereunder, have access to, and acquire knowledge of or from, materials, data, strategies, systems or other information relating to the Project or Owner, or its parent, affiliated, or related agencies, which may not be accessible or known to the general public. Any such knowledge acquired by Sub-Consultant / Contractor shall not be used, published or divulged by Sub-Consultant / Contractor to any other person, firm or corporations, or in any advertising or promotion regarding Sub-Consultant / Contractor or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion. Any confidentiality issues which may arise as matters of compliance with public records laws shall immediately be referred to the City Clerk, which shall serve as the Owner's sole authority in such matters.

3. Insurance and Indemnification

a. Sub-Consultant / Contractor shall, throughout the performance of its services pursuant to this Agreement, maintain insurance coverage and limits as specified in the Request for Proposal (RFP) document.
b. Certificates of Insurance (and copies of all policies, if required by the owner) shall be furnished to the Owner. In the event of any cancellation or reduction of coverage, the Sub-Consultant / Contractor shall obtain substitute coverage as required hereunder, without any lapse of coverage to Owner whatsoever.

c. Sub-Consultant / Contractor shall defend (if required by Owner), indemnify and hold Owner and its officers, directors, agents, and employees harmless from and against any nature whatsoever (including reasonable attorney's fees) to the extent that they arise from or out of: any negligent act or omission of Sub-Consultant / Contractor, its officers, directors, agent or employees, any failure of Sub-Consultant / Contractor to perform its Services hereunder in accordance with generally accepted professional standards, any breach of Sub-Consultant/Contractor's representations as set forth in this Agreement or any other failure of Sub-Consultant / Contractor to comply with the obligation on its part to be performed hereunder. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

4. No Agency

a. It is understood and agreed that Sub-Consultant / Contractor is acting as an independent contractor in the performance of its services, and nothing herein contained shall be deemed to create an agency relationship between the Owner and Sub-Consultant / Contractor.

5. Governing Law

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

6. Third Party Beneficiary:

a. Owner shall be a third party beneficiary of all obligations hereunder

7. Termination:

a. Sub-Consultant / Contractor's services may be suspended or terminated, with or without cause, by Contractor upon fifteen (15) days prior written notice to Sub-Consultant / Contractor.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

CONSULTANT:

BY: 

(Sign)

Peter C. Schuler

(Print)

TITLE: Director

DATE: 1/1/13

SUB-CONSULTANT:

BY: 

(Sign)

Reynold Jones

(Print)

TITLE: Vice-President

DATE: 2-13-18
CITY OF MOUNT DORA, FLORIDA

BY:  

Robin R. Hayes  
(Print)

TITLE: City Manager

DATE: February 22, 2018

Approved as to form and legality for use and reliance by the City of Mount Dora, Florida

City Attorney

DATE: 2/22/18
EXHIBIT “C”

SUB-CONSULTANT/SERVICES PROVISIONS

City of Mount Dora, Florida (Owner),
GAI CONSULTANTS, INC. (Consultant) and
RHODES+BRITO ARCHITECTS (Sub-Consultant)

1. Ownership of Documents
   a. Title to all plans, drawing, specifications, ideas, concepts, designs, sketches, models,
      programs, software, reports or other tangible work product produced by Sub-Consultant / Consultant
      pursuant to this Agreement shall be and remain the sole and exclusive property of Owner when produced.
   b. Sub-Consultant / Contractor shall deliver all such original work product to Consultant for
      its delivery to Owner upon completion thereof or upon sooner termination of Sub-Consultant / Contractor's services,
      but may retain copies thereof for its permanent records so long as the same are not used without Owner’s prior expressed written consent,
      which consent Owner may withhold in its sole discretion. Owner shall have all rights to use any and all work product.
      If Owner modifies sub-consultants original work product or uses Sub-Consultant / Contractor’s work product
      for any purpose other than its original intended purpose, the Sub-Consultant / Contractor shall have no liability to Owner
      for any such modification or use.
   c. Owner exclusively retains all manufacturing rights to all materials or designs developed
      under this Agreement. To the extent the services performed under this Agreement produce or
      include copyrightable or patentable materials or designs, such materials or designs are work made
      for hire for Owner as the author, creator, or inventor thereof upon creation, and Owner shall have
      all rights therein including, without limitation, the right of reproduction. This provision shall be
      construed as and constitute a full assignment to Owner of any and all rights Sub-Consultant / Contractor
      may have (if any) in this regard. The Sub-Consultant / Contractor acknowledges that
      Owner is the motivating factor for, and for the purpose of copyright and patent has the right to
direct and supervise the preparation of such copyrightable or patentable materials or design.

2. Confidentiality of Material
   a. Sub-Consultant / Contractor may, during the course of its engagement hereunder, have
      access to, and acquire knowledge of or from, materials, data, strategies, systems or other
      information relating to the Project or Owner, or its parent, affiliated, or related agencies, which may
      not be accessible or known to the general public. Any such knowledge acquired by Sub-Consultant / Contractor
      shall not be used, published or divulged by Sub-Consultant / Contractor to any other
      person, firm or corporations, or in any advertising or promotion regarding Sub-Consultant / Contractor or its services,
or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion.
      Any confidentiality issues which may arise as matters of compliance with public records
      laws shall immediately be referred to the City Clerk, which shall serve as the Owner’s sole authority
      in such matters.

3. Insurance and Indemnification
   a. Sub-Consultant / Contractor shall, throughout the performance of its services pursuant to
      this Agreement, maintain insurance coverage and limits as specified in the Request for Proposal
      (RFP) document.
c. Sub-Consultant / Contractor shall defend (if required by Owner), indemnify and hold Owner and its 
officers, directors, agents, and employees harmless from and against any nature whatsoever (including 
reasonable attorney’s fees) to the extent that they arise from or out of: any negligent act or omission of 
Sub-Consultant / Contractor, its officers, directors, agent or employees, any failure of Sub-Consultant 
/ Contractor to perform its Services hereunder in accordance with generally accepted professional 
standards, any breach of Sub-Consultant / Contractor’s representations as set forth in this Agreement or 
any other failure of Sub-Consultant / Contractor to comply with the obligation on its part to be performed 
hereunder. The provisions of this paragraph shall survive the expiration or sooner termination of this 
Agreement.

4. No Agency
   a. It is understood and agreed that Sub-Consultant / Contractor is acting as an independent contractor in 
      the performance of its services, and nothing herein contained shall be deemed to create an agency 
      relationship between the Owner and Sub-Consultant / Contractor.

5. Governing Law
   a. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida

6. Third Party Beneficiary:
   a. Owner shall be a third party beneficiary of all obligations hereunder

7. Termination:
   a. Sub-Consultant / Contractor’s services may be suspended or terminated, with or without cause, by 
      Contractor upon fifteen (15) days prior written notice to Sub-Consultant / Contractor.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above 
written.

CONSULTANT: ___________________________ SUB-CONSULTANT: ___________________________
BY: ___________________________ BY: ___________________________
(Sign) Peter C. Schnurr (Sign) Maximiano Brito
(Print)

TITLE: Director TITLE: Principal

DATE: 2/14/19 DATE: 2/14/19
CITY OF MOUNT DORA, FLORIDA

BY: Robin R. Hayes
(Sign)

Robin R. Hayes
(Print)

TITLE: City Manager

DATE: 2/20/18

Approved as to form and legality for use and reliance by the City of Mount Dora, Florida

City Attorney

DATE: 2/20/18
10. GAI’s proposed compensation and schedule are based on receipt of authorization to proceed within thirty (30) calendar days of the date of this Proposal. GAI reserves the right to adjust its compensation if authorization to proceed is not received within thirty (30) calendar days.

CONDITIONS: Execution of this Work Order by CITY shall serve as authorization for the CONSULTANT to provide services for the above project, i.e., professional services as set out in this CITY issued Work Order.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this 20th day of February, 2018, for the purposes stated herein.

ATTEST:

Kristin Caborn, CPRE, FCP
Senior Planning Manager

Pete Sechler, PLA/AICP
Senior Director, CSG

CITY OF MOUNT DORA, FLORIDA

Gwen Johns, MMC
City Clerk

Robin R. Hayes
City Manager

APPROVED AS TO FORM AND LEGALITY:

[Signature]
City Attorney
RESOLUTION NO. 2019-127

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THAT TASK AUTHORIZATION WITH GAI CONSULTANTS INC., FOR DESIGN SERVICES FOR RENOVATIONS AND IMPROVEMENTS TO THE LINCOLN PARK POOL, ASSOCIATED FACILITIES AND SURROUNDING AREAS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF TASK AUTHORIZATION AND AUTHORITY TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City owns, operates and maintains a public pool and related facilities in Lincoln Park; and

WHEREAS, the City has determined that the public pool, the related facilities and certain areas surrounding the same in Lincoln Park need to be renovated and improved; and

WHEREAS, GAI Consultants, Inc., (GAI) is a continuing services contractor of the City pursuant to that Agreement dated February 20, 2018, approved under Resolution 2018-18; and

WHEREAS, the City has determined that it is in its best interest to have GAI perform the necessary design services for renovations and improvements to the Lincoln Park pool, associated facilities and surrounding areas.

NOW, THEREFORE, BE IT RESOLVED BY 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 Task Authorization and Authorization to Execute. The Task Authorization with GAI, attached hereto as Exhibit “A” is hereby approved. The City Manager to authorized to execute the Agreement on behalf of the City.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions and execute said lease agreements as may be deemed 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 Clause.** All prior actions of the City of Mount Dora pertaining to the Task Authorization with GAI for design services for renovations and improvements to the Lincoln Park pool, associated facilities and surrounding areas, 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 _____ day of September, 2019.

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

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

__________________________
GWEN KEOUGH-JOHNS, MMC
CITY CLERK

__________________________
Sherry Sutphen
City Attorney

Resolution No. 2019-127
2 of 3
City Council Regular Agenda Packet - October 15, 2019 Page 379 of 428
EXHIBIT “A”
to Resolution 2019-127
Task Authorization with GAI for design services for renovations and improvements to the Lincoln Park pool, associated facilities and surrounding areas
### Task Authorization Order Form

**City of Mount Dora**

**Task Authorization**

In accordance with the terms and conditions of the Agreement between GAi Consultants, Inc. and the City of Mount Dora Resolution # 2018-18 dated 2/20/18 the parties hereto agree to the scope of work, pricing and schedule itemized herein.

**Contractor:** GAi Consultants, Inc.  
618 E. South St. Ste. 700  
Orlando, FL 32801

**Consultant Project Manager:** Kristin Caborn

**City Project Manager:** Chet Cramer

**Date:** September 13, 2019

**NOTE:** THE CONTRACTOR/CONSULTANT MAY NOT BEGIN WORK UNTIL A SIGNED PURCHASE ORDER IS DELIVERED TO THE CONTRACTOR/CONSULTANT.

### Summary of Work to be Completed by the Contractor/Consultant

Each Task Authorization package shall include:
- Attachment A - Scope of Work
- Attachment B - Price Breakdown
- Attachment C - Schedule
- Attachment D - Sub-Consultants

<table>
<thead>
<tr>
<th>Recommended</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td></td>
</tr>
<tr>
<td>Department Administrator</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reviewed By</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td></td>
</tr>
<tr>
<td>City Attorney</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reviewed By</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(other)</td>
<td></td>
</tr>
</tbody>
</table>

### Contractor/Consultant Approval

<table>
<thead>
<tr>
<th>Name (print)</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kristin L. Caborn</td>
<td>[Signature]</td>
<td>9/13/2019</td>
</tr>
</tbody>
</table>

### City Manager Approval

<table>
<thead>
<tr>
<th>Name (print)</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
TA REVIEW AND APPROVAL PROCESS

1. The CITY will request written proposals from the CONSULTANT for each individual project. The task authorization form will include a summary of the proposed project, identifying the proposed project manager and shall include the following attachments at a minimum: Attachment A – Scope of Work, Attachment B – Price Breakdown, Attachment C – Schedule and Attachment D – Sub-Consultants.

2. Projects will be assigned to the individual firms based on current workload, schedule, availability and expertise, in the CITY’S sole discretion.
September 5, 2019
GAI Project No. A171115.04

Ms. Amy Jewell
City of Mount Dora
1995 Donnelly Street
Mount Dora, Florida 32757

Scope of Services
Lincoln Park Pool Renovations
Mount Dora, Florida

Dear Ms. Jewell:

GAI’s Community Solutions Group (CSG) and our subconsultant Rhodes+Brito (Attachment B), are submitting this Proposal to the City of Mount Dora (City) for the performance of the professional services described below in the Scope of Services for the project stated above. This work will be completed according to the terms and conditions of our existing Professional Services Agreement between the City and GAI Consultants, Inc. for RFQ 17-11-002, Professional Consulting Services for Parks and Recreation (Project).

The City has requested design services for renovations to the Lincoln Park pool and locker rooms, as well as the design of a new sprayground. Renovations will include resurfacing of the pool shell, evaluation and likely replacement of chemical controllers, pump and electrical, chemical tank, and heaters. The locker rooms will include men’s and women’s spaces to meet required codes and include showers, water closets, urinals, lavatories, and lockers. A family changing area may also be included. The existing baby pool and associated equipment will be demolished and removed. A new, separate sprayground will be included. It is assumed that the City will procure construction services utilizing a Construction Manager at Risk (CM) who is anticipated to be on contract with the City in summer 2019.

Scope of Services

Based on our understanding of the project requirements, CSG will perform the following described Scope of Services:

Task 1: Project Initiation and Schematic Design
Project Initiation

- After notice to proceed, CSG will meet with the City to discuss the shared project management approach for the project, focusing on key personnel, schedules, data gathering, regular coordination meetings and other logistics, and to discuss key planning objectives. We will also look at issues
and factors requiring special consideration, including overview summaries from the various City Departments relevant to this project.

- Utilizing the survey data provided by others, CSG will create a base for design.
- CSG will prepare schematic design level plans for the locker room building, pool equipment, sprayground, and associated site improvements.

1.1 Swimming Pool

The swimming pool design scope for the Project shall include the replacement of the pool recirculation pump, filtration system, chemical systems, and piping located in the pool equipment room and on grade for the competition pool and the demolition the wading pool. The competition pool shall include a new marcite finish in the pool. The scope of renovation work is limited to within the pool equipment room and the pool finish with no changes to the existing pool or any below grade piping except for connections to the new pool equipment room location. In addition, there will be a new sprayground which shall incorporate the sprayground, features, surge tank, and full recirculation system dedicated to the sprayground.

- Schematic Design Phase
  - One (1) 1-day site visit
  - Make a site visit for a project kick off meeting and/or to do a field survey of the existing pool equipment room defining size and location of existing pool equipment. Discuss whether existing pool equipment shall be replaced in kind or if any other types of pool equipment shall be utilized for the project. City to provide any existing drawings or information available for the project.
  - Provide preliminary concepts of the wet deck area for meeting program needs of the Owner while complying with budget requirements, physical requirements and footprint limitations.
  - Provide an opinion of probable construction cost for the wet deck and aquatic features and address questions regarding such estimate data. The Consultant does not guarantee opinion of probable costs, and final pricing info to be provided by the construction manager.
  - Provide a coordination document describing the pool equipment specified with interface with the other design disciplines.
  - Review State and Local Health Codes relating to swimming pool design and construction.
  - Provide schematic design drawing package of the pool equipment renovation.

1.2 Architecture

See Attachment B
1.3 Site

CSG will produce Schematic Design drawings to fix and describe the overall character of the project. This work will include the development of design plans indicating quantities, types, sizes, and materials of the paving, landscaping, and irrigation. The plans will include dimensioned layout drawings (as needed) including the selection of materials, colors and patterns.

Coordinate with the design team for consistency of drawings and incorporation of their latest design into the overall schematic design drawings and distribute to design team to conclude this phase.

Schematic Design Review

- Review meeting with the City
- Move to Construction Documents

Task 1 Deliverables

- Schematic Design Plans
- All deliverables electronic unless otherwise stated

Task 2: Construction Documents

Based on comments from Task 1, CSG will prepare construction documents.

2.1 Swimming Pool

- Provide swimming pool drawings (SP sheets) and submit to Client following the general format shown below.
  - Pool Site and Equipment Room (background from the Client)
    - Design data
    - General notes
    - Reference notes
  - Pool Plans and Sections
    - Face-to-face dimensions of the structure(s)
    - Transverse sections
    - Longitudinal sections
    - Depth dimensions
    - Main drain locations
  - Pool Details
    - Perimeter overflow system
    - Tile joint detail, if required
  - Piping Plan
    - Plan of wet deck with piping
    - Balance tank location and size
- Filter room and chemical room locations
- Location of under floor piping and sizes
- Site and Building background from the Prime Consultant
  - Pool Mechanical Room and Balance Tank Plans and Sections
    - Pool mechanical room and equipment pad piping plan
    - Pool mechanical room and equipment pad piping diagram
    - Balance tank sections
    - Balance tank reach rod sleeve details
- Access hatch
- Filtration equipment
- Recirculation equipment
- Piping and Pool Mechanical Room Details
  - Main outlets and hydrostatic relief valve
  - Backwash and pool draining piping
  - Wall sleeve locations
  - Water level controller
  - Fill funnels
  - Water supply inlet
  - Static water line inlet
  - Chemical controller and feed systems
  - Schematic of water treatment system
  - pH adjustment schematic
  - Chemical room pump shelf detail
- Provide structural design of the wet deck shell
  - Provide construction documents and specifications for the wet deck slab and balance tank.
  - Assist in establishing testing and observation requirements.
- Provide specifications for Division 13, Section 131100 Swimming Pool.
  (Refer to attachments for description of Consultant’s work and interface with engineering Consultants and Client.)
  - Specifications shall include sections for:
    - General swimming pool equipment
    - Pool finishes
    - Cast in place wet deck slab
  - Specifications that will be the responsibility of the Client and its respective consulting engineers include:
    - Architectural: Pool equipment building, systems and surface coatings, equipment room or bathroom additions or changes.
Mechanical/Plumbing: pool heaters or boilers, potable water connection, sanitary sewer connection for filter backwash.

Electrical: pump motor starters and overload protection, pool equipment power supply, pool bonding and grounding per NEC680.

Provide progress sets of SP sheets and specifications if requested by Client at the following design intervals:
- 95%
- 100% (bid)

Provide signed and sealed construction documents by a licensed Professional Engineer.

2.2 Architecture
See Attachment B

2.3 Site
Based upon the reviewed schematic design documents and the comments received from the Client, prepare 90% Construction Documents. These plans to include:
- Cover Sheet
- General Notes Sheets
- Paving, Grading, and Drainage and Horizontal Control Plans
- Dimensioned Layout Plans
- Hardscape Details
- Landscape Plans and Details
- Irrigation Plans and Details

Provide CSI Format Technical Specifications

The Consultant will prepare a Quality Assurance/Quality Control (QA/QC) analysis of the plans and calculations to be submitted to the governing agencies including a final QA/QC of the construction plans.

Construction Document Review
- CSG will meet with the CM to review the 90% plans and receive input on value engineering ideas prior to completing the construction documents. Cost estimating to be provided by the CM.
- CSG will meet with the City to review the construction documents and receive comments. CSG will update the plans based on the comments at the review meeting and finalize the plans into 100% construction documents.

Task 2 Deliverables
- 100% Construction Documents
- All deliverables electronic unless otherwise stated
Task 3: Permitting

- No site development permits are anticipated for this project. Health Department permits will be coordinated simultaneously with the building permits. No permitting fees are included in this proposal, they are to be paid directly by the Client. Please see Attachment B for building permits.

Task 3 Deliverables

- Permits
- All deliverables electronic unless otherwise stated

Task 4: Construction Observation

- Review submittals (shop drawings, product information and requested substitutions by manufacturers and/or contractors)
- Provide final observation of the improvements to confirm that the project has been built as designed and specified and is operating correctly. Submit a final punch list.
- Provide Record Drawings that incorporate all contractor as-built mark ups.
- Maintain open communication for the discussion of questions and issues as they arise in the development of the project.
- Onsite meetings:
  - Site/CSG: 4 meetings
  - Pool designer: Two (2) one day site visits
  - Architecture: See Attachment B

All deliverables electronic unless otherwise stated

Compensation

Compensation for services described above is a lump sum fee of $144,015.

<table>
<thead>
<tr>
<th>Task</th>
<th>Title</th>
<th>Terms</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td>Project Initiation and Schematic Design</td>
<td>Lump Sum</td>
<td>$32,685</td>
</tr>
<tr>
<td>Task 2</td>
<td>Construction Documents</td>
<td>Lump Sum</td>
<td>$77,655</td>
</tr>
<tr>
<td>Task 3</td>
<td>Permitting</td>
<td>Lump Sum</td>
<td>$4,660</td>
</tr>
<tr>
<td>Task 4</td>
<td>Construction Observation</td>
<td>Lump Sum</td>
<td>$29,015</td>
</tr>
<tr>
<td><strong>Total Lump Sum</strong></td>
<td></td>
<td><strong>$144,015</strong></td>
<td></td>
</tr>
</tbody>
</table>
Please do not hesitate to contact me at 321-319-3161 if you have any questions or wish to discuss this Contract. If this Contract is acceptable, please sign where indicated below and return one copy for our file. This also will serve as authorization for GAI’s Community Services Group to proceed.

Sincerely,

Community Solutions Group,
a GAI Consultants, Inc.
Service Group

Frank Bellomo
Frank Bellomo
Director of Landscape Architecture

Kristin L. Caborn
Kristin Caborn, CPRE
Senior Planning Manager

Attachment:

Attachment A – Hourly Breakdown
Attachment B – Rhodes + Brito Lincoln Park Pool Building Renovation
### Attachment B

#### Project Name:
Mount Dora Lincoln Park Pool Reno

#### Project Number:
12345678901234567890

#### Project 31/32345678901234567890

##### Choose Staff

<table>
<thead>
<tr>
<th>Task #</th>
<th>Task Description</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>150</td>
<td>Site Visit</td>
<td></td>
</tr>
<tr>
<td>250</td>
<td>Site Walk</td>
<td></td>
</tr>
<tr>
<td>350</td>
<td>Site Review</td>
<td></td>
</tr>
</tbody>
</table>

#### Task Breakdown

<table>
<thead>
<tr>
<th>Task #</th>
<th>Task Description</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>150</td>
<td>Site Visit</td>
<td></td>
</tr>
<tr>
<td>250</td>
<td>Site Walk</td>
<td></td>
</tr>
<tr>
<td>350</td>
<td>Site Review</td>
<td></td>
</tr>
</tbody>
</table>

#### Project Schedule

<table>
<thead>
<tr>
<th>Task #</th>
<th>Task Description</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>150</td>
<td>Site Visit</td>
<td></td>
</tr>
<tr>
<td>250</td>
<td>Site Walk</td>
<td></td>
</tr>
<tr>
<td>350</td>
<td>Site Review</td>
<td></td>
</tr>
</tbody>
</table>

#### Subconsultant Breakdown

<table>
<thead>
<tr>
<th>Task #</th>
<th>Task Description</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>150</td>
<td>Site Visit</td>
<td></td>
</tr>
<tr>
<td>250</td>
<td>Site Walk</td>
<td></td>
</tr>
<tr>
<td>350</td>
<td>Site Review</td>
<td></td>
</tr>
</tbody>
</table>

#### Project Budget

<table>
<thead>
<tr>
<th>Task #</th>
<th>Task Description</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>150</td>
<td>Site Visit</td>
<td></td>
</tr>
<tr>
<td>250</td>
<td>Site Walk</td>
<td></td>
</tr>
<tr>
<td>350</td>
<td>Site Review</td>
<td></td>
</tr>
</tbody>
</table>

#### Project Subtotals

<table>
<thead>
<tr>
<th>Task #</th>
<th>Task Description</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>150</td>
<td>Site Visit</td>
<td></td>
</tr>
<tr>
<td>250</td>
<td>Site Walk</td>
<td></td>
</tr>
<tr>
<td>350</td>
<td>Site Review</td>
<td></td>
</tr>
</tbody>
</table>

#### Project Total

<table>
<thead>
<tr>
<th>Task #</th>
<th>Task Description</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>150</td>
<td>Site Visit</td>
<td></td>
</tr>
<tr>
<td>250</td>
<td>Site Walk</td>
<td></td>
</tr>
<tr>
<td>350</td>
<td>Site Review</td>
<td></td>
</tr>
</tbody>
</table>

---

City Council Regular Agenda Packet - October 15, 2019
GAI Project No. A171115.04

Attachment C

Schedule

GAI will perform the scope of services in a timely fashion. Upon notice to proceed and selection of the construction manager, a schedule of deliverables for the project will be developed and followed by the team.
The following Agreement made as of July 10, in the year 2019 for providing Architectural Services as defined in Article 2 – Scope of Services between:

**LINCOLN PARK POOL BUILDING RENOVATION**
Mount Dora, Florida

**CLIENT:**
GAI Consultants Inc.
618 E. South Street, Suite 700
Orlando, FL 32801
Contact: Kristin Caborn, CPRE, FCP
Senior Director of Landscape Architecture
(407) 423-8398

**OWNER:**
City of Mount Dora
1995 Donnelly Street
Mount Dora, Florida
Contact: Ms. Amy Jewell

**THE ARCHITECT:**
Rhodes+Brito Architects Inc.
605 East Robinson St., Suite 750
Orlando, FL 32801
FL License: AA 0002809
Contact: Maximiano Brito, AIA
(407) 648-7288 EXT.101
ARTICLE 1  UNDERSTANDING OF THE PROJECT

1.1 GAI Consultants Inc. (herein to be known as the Client) located in Orlando, Florida has contacted Rhodes + Brito Architects (herein to be known as the Architect) to renovate the existing pool building at the Lincoln Avenue Community Park.

1.2 Our understanding of the project is as follows:

1.2.1 The proposed project is located at the Lincoln Avenue Community Park at 1200 North Unser Street in Mount Dora, Florida 32757.

1.2.2 The project will consist of renovating the existing Pool Building. The locker rooms will include Men's and Women's spaces to meet required codes and include showers, water closets, urinals, lavatories, and lockers. Add two new canopies; one for pool equipment, and one for outdoor lockers.

1.3 Project Scope:

1.3.1 The renovation includes all necessary Mechanical, Electrical, Plumbing, and Technology design to support the proposed spaces.

1.3.2 Add canopy structure on East side of existing building to cover pool equipment, and new fence with 12ft wide gate around covered area. Possible extension of existing slab to the East as required for new equipment layout as per pool consultant.

1.3.3 Remove portion of slab at gang shower and replace with new slab, footings for interior CMU, for single unit showers and changing areas.

1.3.4 Remove and replace sections of slab for replacement of existing and addition of new plumbing lines.

1.3.5 Replace exterior louvers at restrooms and changing areas with windows.

1.3.6 New HVAC system and lighting (interior and exterior of building).

1.3.7 Add new ceiling to accommodate HVAC registers and new lighting.

1.3.8 Replace existing roofing with new (shingles). Fix and close existing skylight areas.

1.3.9 Relocate entry door at women.

1.3.10 New finishes, lighting and HVAC at concessions.

1.3.11 Paint exterior envelope.

1.3.12 Update roof structure as required.

1.3.13 In mechanical room remove and fill sump pit used for small wade pool.

1.3.14 Add canopy structure with lockers on West side.

1.3.15 Lightning protection for building only.

1.3.16 Renovation of pool house building is to stay within existing building footprint.

1.4 Consultants (to Architect) for this project shall be understood to be BASE Consultants for structural engineering design services and VOLTAIR for mechanical, electrical, plumbing, and technology.

ARTICLE 2  SCOPE OF BASIC SERVICES

2.1 The architectural design services will include development of approved Schematic Design to Construction Documents (for Permitting), assistance in the Bid/Permitting process, and Construction Administration Services.

2.2 Scope of Basic Services includes the following:

2.2.1 Schematic Design
a. Deliverable Scope:
   i. Architectural, mechanical & electrical floor plans, reflected ceiling plans, sections
      and elevations, and may include perspective sketches (digital images and models)
      as required to accurately communicating the design intent.

b. Meetings:
   i. Architect will attend 1 “plan-flip” meeting with owner to review Schematic Design
      documents.

2.2.2 Construction Documents
a. Upon approval by Owner of Schematic Design documents and incorporation of Owner
   comments, Architect shall prepare Construction Documents to a level of approximately
   95% completion for submittal to the Owner for review.

b. Deliverable Scope:
   i. PDF set of architectural and engineering drawings and specifications as required.

c. Meetings:
   i. Architect will attend 1 “plan-flip” meeting with owner to review Construction
      Documents.

2.2.3 Bidding / Permitting
a. Upon approval by Owner of Construction Documents and incorporation of Owner
   comments, Architect shall prepare Permit Documents for submission.

b. Bid and Permitting support

c. Attend a Pre-Bid meeting.

d. Respond to contractor Request for Clarification (RFC) questions during the Bidding and
   Award process.

e. Respond to questions from the Permitting Agency.

f. Deliverable Scope:
   i. Electronically signed and sealed documents (PDF) to the Building Department
   ii. PDF set of architectural drawings and specifications as required.

2.2.4 Construction Administration
a. Respond to Requests for Information (RFI).

b. Review Submittals

c. Attend a Pre-construction Meeting.

d. Review Contractor Pay Applications

e. Review of Contractor’s work at Substantial Completion and at Final Completion. As-Built
   documents, showing actual construction conditions based on information provided by
   the contractor, may be provided by Rhodes+Brito Architects if requested. This service will
   be at additional cost to basic service.

f. Meetings and Site Visits:
   i. Up to 3 Owner, Architect & Contractor Meetings/Site Observation visits (combined)
   ii. One Punch-List walk-through (full team) at Substantial Completion.

ARTICLE 3 RESPONSIBILITIES OF OWNER AND ARCHITECT

3.1 OWNER / CLIENT

3.1.1 The Client shall coordinate access to the site with the Owner

3.1.2 Documentation

   a. The drawings, specifications, surveys, and reports (geotechnical, environmental) provided
by the Owner / Client pertaining to the Project shall be furnished to the Architect prior to the start of the design schedule.

3.1.3 Coordination

a. If the Owner / Client becomes aware of any fault or defect with respect to this part of the project or non-conformance with the Contract Documents, he shall give prompt written notice thereof to the Architect.

3.2 ARCHITECT/ ENGINEER

3.2.1 The Architect shall provide all services and work products as defined in Article 2. This work and service under this Agreement shall be the skill and care ordinarily exercised by members of Architect’s or Architect’s Consultant’s profession practicing under similar circumstances at the same time and in the same locality.

3.2.2 The Work requires engineering design which will be provided by sub-consultants to the Architect. Reference to the Architect in this document includes consultants under contract to the Architect.

3.2.3 The Architect makes no other representations or warranties, whether expressed or implied, with respect to the services rendered.

3.2.4 Services will be performed as expeditiously as is consistent with the generally accepted standard of care for performance of such services. Architect shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

3.2.5 The Architect will maintain confidentiality on specific information designated as such by the Owner.

ARTICLE 4 ASSUMPTIONS, CLARIFICATIONS AND EXCLUSIONS

4.1 The Owner recognizes that the following services are NOT included in this Contract:

4.1.1 Property Survey
4.1.2 As-Built drawings of the existing site and or underground conditions (structures)
4.1.3 Selection of Furniture, systems furniture, and equipment (available as Additional Service)
4.1.4 Graphics/ Signage systems (other than required by code)
4.1.5 Detailed renderings of proposed spaces are not included in this proposal
4.1.6 Cost estimating services
4.1.7 Engineering: excluding but not limited to: Civil, Landscape, Acoustical Engineering Services, Cost Estimating, and Signage.
4.1.8 Security Systems

4.2 This agreement does not include fees or services to assist the Owner in obtaining Special Exceptions, Variances, or Permitting.

4.3 This agreement does not include remediation of existing systems within contract area not affected directly by contract work.

4.4 Re-design after design development due to any or all of the following is not included, but is available as additional services:

4.4.1 Revised budget
4.4.2 Revised Scope
4.4.3 Significant changes in design made necessary by vendors or Architects under direct contract with owner

4.5 Hazardous Material Abatement: It is acknowledged by the Owner that the Architect's scope of basic
service DOES NOT include any services related to the detection and abatement of asbestos, toxic or hazardous materials, or other environmental hazards in or about the existing facility and property. It is agreed that the Owner will retain appropriate specialist Architects or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials. The Owner agrees to waive all claims against Rhodes + Brito Architects, its officers, directors, employees and sub-Architects arising from or in any way connected with the existence of asbestos, or other environmental hazards on or about the existing facility and site.

ARTICLE 5 OWNERSHIP AND USE OF DOCUMENTS

5.1 All sketches, drawings, electronic files, photos, and other documents created by the Architect in reference to this project are Instruments of Service of the Architect. The Architect and those of his consultants in connection with this project are the lawful owners of such documents including all copyrights.

5.2 The Architect grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations:

5.2.1 Full payment of fees for the Architectural Services.

5.2.2 Any such use or reuse, or any modifications of the Documents, without the completion or adaptation by the Architect, will be at Owner's sole risk and without liability or legal exposure to the Architect.

5.2.3 Owner shall indemnify and hold harmless the Architect from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modifications without completion or adaptation by the Architect.

ARTICLE 6 SCHEDULE

6.1 The Architect will complete this project as follows:

6.1.1 Project Schedule:

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schematic Design</td>
<td>As per prime contract</td>
</tr>
<tr>
<td>Construction Documents</td>
<td>As per prime contract</td>
</tr>
<tr>
<td>*Bid / Permitting</td>
<td>TBD</td>
</tr>
<tr>
<td>Construction Administration</td>
<td>TBD</td>
</tr>
</tbody>
</table>

Note: Owner review time has not been included in above schedule.

*Dependent on Municipality's schedule

Article 7 Not used
ARTICLE 8       ADDITIONAL SERVICES

8.1 The Architect will notify the Owner prior to initiating any changes requiring additional service fees. If the Owner refuses to approve such additional service or deem it unnecessary the Architect will NOT provide the service.

8.2 These may include the following:

8.2.1 List of work not included as outlined above
8.2.2 Additional meetings beyond what has been stated in the Article 2
8.2.3 As-Built Drawing Sets

8.3 Reimbursable expenses include those expenses incurred by employees, and Architects of the Architect in addition to the compensation for services as outlined above. Records of Reimbursable expenses will be submitted with each invoice. Reimbursable expenses will be actual costs of incurred expenses times a 1.10 administrative fee. Such expenses may include but are not limited to the following:

8.3.1 Printing and reproduction costs associated with this project
8.3.2 Courier, shipping and postage costs

ARTICLE 9       REQUIRED ITEMS TO PROCEED

9.1 The Architect requires the following items to proceed with this work:

9.1.1 Signed proposal
9.1.2 Refer to items in Article 3

ARTICLE 10       PROJECT TERMINATION, SUSPENSION OR ABANDONMENT

10.1 If the project is suspended for more than two (2) months or abandoned in whole or in part, the Architect shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due.

10.2 If the project is resumed after being suspended for more than two (2) months, the Architect’s compensation shall be subject to renegotiations. Should the project be abandoned after documents have been completed, the Architect shall be compensated ninety percent (90%) of the total fee.

10.3 This contract may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no part of the party prior notice of such intent with time to correct such non-compliance.

ARTICLE 11       LIMIT OF LIABILITY

11.1 In recognition of the risks, rewards, and benefits of the project to both the Owner and the Architect, the risks have been allocated to the fullest extent permitted by law. The Owner agrees that the total liability, in the aggregate, or Architect, and Architect’s officers, directors, employees, or sub-
Architects to the Owner and anyone claiming by, through or under Owner, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to Architect’s services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Architect under this Agreement.

ARTICLE 12   INDIVIDUAL PROTECTION

12.1 It is intended by the parties to this Agreement that the Architect’s services in connection with the project shall not subject the Architect’s individual employees, officers or directors to any personal legal exposure for the risks associated with this project. The Owner agrees that as the Owner’s sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Architect, a Florida corporation, and not against any of the Architect’s employees, officers or directors.

12.2 PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE ARCHITECT’S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.

Should you have any questions regarding this agreement or require additional information, please call. If this agreement is satisfactory, please sign where indicated and return a copy as your acceptance of its terms.

Sincerely,

The ARCHITECT:

SIGNED: ____________________________

PRINTED NAME: Maximiano Brito, AIA

TITLE: Principal

Date: 7/10/19
June 08, 2019 (via email: dave.vanloon@rbarchitects.com)

Dave J. Van Loon, Assoc. AIA, LEED®AP
Project Coordinator III
rhodes+brito
ARCHITECTS
The Day Building
605 E. Robinson Street, Suite 750
Orlando, FL 32801

Project: Mount Dora Lincoln Park Pool Building

Subject: Proposal for Engineering Services

Dave:

VoltAir Consulting Engineers, Inc. (“VoltAir”) is pleased to submit the following revised fee proposal to rhodes+brito ARCHITECTS (“RB” and/or “Architect) to provide the HVAC, plumbing and electrical engineering services for the referenced project known as Mount Dora Lincoln Park Pool Building (“Project” / “Facility”). This project will be for the City of Mount Dora, Florida (“Owner” / “COMD”) which is your client.

BASIS OF PROPOSAL

Our proposal is based on the following information.

Information Item 1
We are basing the scope in part on recent emails which have provided the following criteria summary for the Project. These three emails (in text form) are attached with this proposal. They are as follows:

w1=2019-0502=0758a=eml=RT-DVL=MeetingNotes-AddnlVAComments+Atchmnt.pdf
w2=2019-0522=1454p=eml=DVL-RT=OwnerEntertainingTwoOptions+MtgNotesAdditions.pdf
w3=2019-0530=0954a=eml=DVL-RT=Mount Dora Lincoln Park Pool Building: fee proposal
w4=2019-0530=0956a=eml=DVL-RT=ProjectPhotos.pdf
w5=2019-0605=0759a=eml=DVL-RT=Request Lightning Protection.pdf

SCOPE OF BASIC SERVICES

VoltAir's Scope of Basic Services will include engineering services for the Project for the disciplines of HVAC, plumbing, and electrical engineering (MPE) as the Project is described above in BASIS OF PROPOSAL and as such engineering services are required to perform the Project Phase deliverables described below. Project documents will be suitable for permitting and construction of the project. No engineering services for fire protection and/or information technology (IT) are included.
PROJECT PHASES

Phases as Related to Selected Project Delivery Method

**Design-Bid-Build:** The deliverables listed below are for the traditional Design-Bid-Build delivery method incorporating the phases of SD (Schematic Design), DD (Design Development), CD (Construction Documents), BN (Bidding/Negotiation), and CA (Construction Administration) with each phase containing the description of quality of deliverable for that particular phase or percentage completion of such phase.

**Design Phases**

VoltAir will include the following engineering services as appropriate to the phases (or portions of phases) of Schematic Design (SD), Design Development (DD), and Construction Documents (CD) as such phases – singularly or combined -- are applicable to the Project and/or as required by both the Architect and the project delivery method.

- Obtain and/or review any relevant existing documents pertinent to the project as necessary.
- Determine new construction service requirements for electrical, plumbing and fire protection systems.
- Assist with any pre-purchase of mechanical/electrical equipment and material that might be critical to project completion for which expedited delivery would help the construction schedule.
- Mechanical engineering services will consist of systems design of the three mechanical disciplines (HVAC, plumbing and fire protection) including load calculations, drawings and specifications.
- Fire protection services will not be included.
- Electrical engineering services will consist of the design for the lightning protection, power, interior and building mounted lighting systems for the project including load calculations, riser diagrams, luminaire schedules, drawings and specifications. All lighting will be designed to meet the Illuminating Engineering Society (IES) recommended light levels.
- Fire alarm engineering documents will not be provided due to the small size of the project.
- Information technology systems (ITS) engineering services will not be included.
- Mechanical/electrical construction documents indicating the required work will include coversheet(s), plan layouts, schedules, diagrams, details, and risers. These construction documents will be suitable for permitting of the work and will provide the level of detail required to perform the work.
- Coordination with the Architect’s design team as needed including reasonable number of design coordination meetings at the site or at the Tampa offices of the Architect or VoltAir.

VoltAir anticipates submittal of design documents for review and approval at not greater than the following Project Document Phase times. At the Architect’s option, CD phase submissions for 30, 60, 90 may be combined to few submissions if desired:

- Schematic Design Phase (SD): Narrative descriptions of all applicable systems and lists of technical specification sections anticipated to be required. The narratives and specification section listing together will provide description of project concepts and systems to clarify the work of the proposed project to an adequate level of detail so that the initial project scope definition is further refined.
- Design Development Phase (DD): Drawings and preliminary draft of technical specification sections. These documents will describe project components, locations, sizes, extent and quality so that the pathways to the Construction Documents phase is clearly planned out and coordinated. A GMP can start formulation at completion of this phase.
- Construction Documents Phase 30% CD: Drawings and specifications to an increasing degree of completeness towards the goal of 100% CD.
- Construction Documents Phase 60% CD (also GMP submission): Drawings and specifications further complete to a degree that a Guaranteed Maximum Price can be finalized if applicable to the project delivery method.
- Construction Documents Phase 90% CD (Permit): Drawings and specifications to a degree of
completeness which will allow the project to be constructed in compliance with all codes and to therefore be submitted to the Authority Having Jurisdiction (AHJ) for permit to construct. Documents will include 90% drawings and final draft of technical specifications.

- Construction Documents Phase 100% CD (Final Conformed): Final drawings and specifications including satisfactory responses to all AHJ permit 90% CD submission comments.

**Bidding/Negotiation**

- Preparation of any MPFE addenda that may be required during the bidding period.
- Consultative assistance to the Architect related to issues such as bid evaluation, contractor evaluation, and attendance at pre-bid bidders meeting.

**Construction Administration**

- Construction Administration (CA) services will include shop drawing reviews, responses to RFI’s and project observation visits.
- Project observation visits will include reasonable numbers of site visits per discipline. These site visits will be made at mutually agreed construction time intervals which coincide with adequate construction progress in each discipline that a site visit is warranted for that discipline. Site visits will also be made for Substantial Completion Inspection and Final Inspection. Additional site visits during construction which are necessitated by abnormal conditions not created by VoltAir may be billed hourly as an additional service if warranted and approved by the Architect.

**SERVICES NOT INCLUDED**

Basic Scope of Services does not include the following:

- Site surveys nor normally performed as part of MEPF system design.
- Site/civil work related to the exterior MPEF systems that would interface with the new work.
- MPE systems commissioning since the Project size does not appear to fall within the commissioning requirements of the Florida Building Code. If required, VoltAir can provide commissioning services as an additional service.
- Lightning Protection. This is available as an Additional Service.
- Electrical coordination study or arc flash analysis. This is available as an Additional Service
- Design of aquatic pool systems and all electrical grounding systems associated with the pool systems.
- Architectural pool and fountain systems design.
- Site/civil work related to the exterior MPE systems that would interface with the new work.
- Creation of Record Drawings from Contractor’s as-built documentation drawings. This is available as an Additional Service.
- Cost estimates (to be done by Contractor and/or CM).
- Certification for LEED or other similar certification program: No services are included in this proposal to provide any services necessary to perform any project work to comply with USGBC LEED requirements or the requirements of any other sustainability or energy certification program for the purposes of obtaining any LEED certification or similar work to obtain any other sustainability certification. If at any time beginning with or after acceptance of this proposal a decision should be made by Owner and/or Architect that the Project should be designed to attain any such sustainability program certification, VoltAir will provide such related services as an Additional Service for all or part of those buildings of the Project for which VoltAir is providing MPFE services.
- Creation of Record Drawings from Contractor’s as-built documentation drawings.
- Cost estimates (to be done by Design-Build Contractor / CM).
- Additional site visits during construction which are necessitated by abnormal conditions not created by VoltAir may be billed hourly as an additional service if warranted and approved by the Architect.
OTHER CONDITIONS

Aquatic Pool Conditions Clarification
VoltAir will assume no responsibility for any aquatic pool system(s) design and construction issues for pool systems which are designed by the Pool Designer Subconsultant. VoltAir will coordinate with the Pool Designer Subconsultant to design the required MPE system interfaces needed to support the operation and maintenance of the aquatic pool systems. These system interfaces and support systems typically comprise components and subsystems such as certain drains, main water supply piping, gas piping supply for pool heating equipment, electrical power for pool pumps and related equipment, site lighting for pool area as specially required for a pool facility, ventilation of pool equipment rooms, and other such MPFE systems and equipment as may evolve during the design that are normally designed by VoltAir to support the pool system(s).

Cost Estimate Support
VoltAir will provide a cost estimate evaluation effort which will include reviews of cost estimates of the MPE systems as created by others. These evaluations will be based on VoltAir’s experience together with VoltAir’s awareness of approximate order of magnitude costs which VoltAir has acquired in association with providing engineering services on projects of similar size and scope. VoltAir’s cost estimate evaluation effort will not include detailed component and labor estimates or other such detailed estimates as would be expected of a specialty contractor submitting a bid or a change order estimate. However, VoltAir will render a best judgment, order-of-magnitude assessment of such requested cost estimates to the extent practical commensurate with providing cost review. The frequency and timeliness of such cost evaluations by VoltAir will be limited to evaluations on or about the time of the various document submissions.

Change in Project Scope and Cost
VoltAir understands that -- as the design is developed in coordination with the entire Architect/Engineer team to improve and further clarify the construction scope -- the final project construction budget may change (with Owner approval) to accommodate an enhanced or lesser scope than the originally anticipated construction budget. If the Owner chooses to provide funding for an enhanced scope of work that significantly exceeds the original scope and construction budget, then any design services provided by VoltAir which are appropriate and/or necessary to accommodate such increase in scope shall be renegotiated between VoltAir and the Architect and compensated to VoltAir as an Additional Service.

Existing Conditions
Unless information necessary for design purposes is specifically identified and quantified in writing by authorized sources and provided to VoltAir, VoltAir will assume that existing utilities (including but not limited to electrical systems) will be available and will provide sufficient capacity in the immediate vicinity of the project area and are currently code compliant. In the event VoltAir should be required to perform extensive research (primarily the determination of information normally available from existing documents or Owner sources) in order to design the necessary connections and interfaces with existing systems and services, this additional research work will be considered an additional service.

AutoCAD / Revit
For electronic document production, VoltAir expects the Architect to provide electronic information (i.e., drawing background files) to allow VoltAir to provide a complete and functional design. VoltAir will produce electronic drawing files in AutoCAD or Revit format and assumes background files will be in the same format.
**Limit of Scope**
VoltAir understands the required mechanical, electrical, plumbing and fire protection engineering services will relate to only the Project building(s) and not to any work beyond 5 feet from any building perimeter except for exterior canopy and appropriate customary interface with utility connections for electrical service, water, sewer, fire and other similar systems interfacing with the building.

**Construction Document Specifications**
Reference within this proposal to “specifications” and/or “technical specifications” as part of contract document deliverables is intended to mean that VoltAir will provide the technical descriptions of materials, methods, systems and equipment in the format of either (A) CSI formatted specification sections to be issued as part of a Project Manual or (B) as detailed information included on the Drawings in specific drawing sheets designated for this descriptive information. Whether (A) or (B) is provided will be the Architect’s option.

**ADDITIONAL SERVICES**
Additional services, when requested in writing by the Architect, shall be performed as a negotiated lump sum fee unless otherwise mutually agreed. VoltAir shall submit the estimated additional services cost for approval and authorization prior to proceeding with additional services.

**Billing**
Billing will be aligned with the Architect’s phases and percentages as outlined in the Architect’s agreement with the Client/Owner with such agreement being provided to VoltAir for compliance. If this directive is not given to VoltAir, then other mutually agreed protocol will be followed; otherwise, billing will be monthly based upon percentage of services completed for the appropriate project phase, plus reimbursable expenses. Payment is due within 30 days of receipt of invoice.

**Expenses, Normal and Reimbursable**
Normal Expenses for normal travel between offices, reasonable plotting and printing associated with the design effort and similar routine expenses are included in the fee. Reimbursable Expenses in excess of Normal Expenses will be as an additional service and will include all out of Orange County, Florida boundaries except as needed to visit site, plotting and printing (except as required for in-house coordination), courier services, shipping and express mail. Such additional reimbursable expenses will be billed at 1.1 actual costs to account for handling. Trips to and from the Project site from the Orlando office of the Architect or VoltAir (most but not necessarily all of which will occur during the CA phase) will not be billed as a reimbursable expense.
If this proposal is acceptable, your signature below will confirm our authorization to proceed. Please retain one copy and return one copy to VoltAir.

We sincerely appreciate the opportunity to provide you with this proposal and look forward to working with you on this and future projects.

Please let us know if you have any questions or comments.

Sincerely,

VOLTAIR CONSULTING ENGINEERS, INC.

[Signature]

Julius D. Davis, P.E., LEED AP
President & CEO

Copy:  Randy Taylor
       Roland Young, PE
       Gerald Crnkovich, PE
       Robert Shorey, CPD, GPC
       Danny Celis, PE
       Bryan Zemina, PE
       Derrious Robinson
       Linda Porter
       Cheryl Placke

Attachment:  Emails re Basis of Proposal (4)
June 3, 2019

Max Brito
Rhodes + Brito Architects
605 E Robinson St. #750
Orlando, FL 32801

REF: Lincoln Park Pool Building Renovation

Dear Max:

We are pleased to submit this proposal for structural engineering services for the above project. This proposal is based on our understanding of the project.

**Scope of Work**

The structural scope of work consists of the following:

- Design criteria for Ditmer canopy on east side of building and foundation design for canopy;
- Replace portion of slab at gang shower, including thickened slab for interior CMU walls;
- New interior CMU walls;
- Replace portion of existing slab as required for installation of new plumbing lines;
- New openings in exterior CMU;
- Infill existing skylights;
- Perform assessment of existing roof for current building code, provide retrofit details;
- Design and detail of new steel canopy on west side of building.
- Existing drawings are not available; the scope of work includes as built of the existing structure.

**Scope of Services**

BASE Consultants will provide structural design services for the project as follows:

- Perform a site visit to as built the existing structure;
- Provide 60% drawings;
- Provide signed and sealed Construction Documents (drawings and specifications);
- Assist during permit/bidding stage;
- Review contractor submittals and answer RFIs during construction phase;
- Perform one (1) site visit during construction.
We very much appreciate the opportunity to provide these services to you and look forward to working with you on this project.

Sincerely,

BASE Consultants, Inc.

Saila Alath, P.E.
President
DATE: October 15, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Departmental Update for September

Introduction:
To provide Monthly City-Wide departmental accomplishments, present current Capital Improvement project updates, include available project timelines, and performance measures.

Discussion:
Provide monthly information in reference to each department’s accomplishments. Provide the City Council the opportunity to see the RFP's, RFQ's and bids opened for input or to the public to respond to with a bid/proposal in reference to a funded program or project. Provide a report on items used to measure departmental performance, measures that will tell you how the city is achieving its mission, goals, or objectives as they apply.

Budget Impact:
No impact to the FY 2018-19 Budget.

Strategic Impact:
Performance of each department relative to the FY 2018-19 Budget, Master Plans, City Events both Sponsored and Hosted, and Citizen Input.

Recommendation
Data provided is informational.

Attachment(s):
1. Accomplishments by Department

Prepared by: Merry Lovern
Reviewed by: Gwen Johns, City Clerk
               Misty Sommer, Deputy City Clerk
               Robin R. Hayes, City Manager

Approved - 10/10/2019
Approved - 10/10/2019
Approved - 10/10/2019
Final Approval - 10/10/2019
DATE: October 16, 2019

TO: Honorable Mayor and City Council

FROM: Robin R. Hayes, City Manager

RE: Monthly Accomplishments and CIP Status Updates – September

City Clerk

• Prepared and assisted with duties associated with Hurricane Dorian, including attending EOC meetings and keeping Councilmembers informed.

• Elections
  o Worked with Supervisor of Elections on several election-related issues.
  o Worked with Sherry Sutphen on the following election-related issues: 2019 Canvassing Board for Municipal Election and resolution for same; and Spanish translated ballot questions for Supervisor of Elections.
  o Continued to keep website current with 2019 Campaign Finance Reports.

• Prepared, Reviewed Items for, Finalized and Published the following Agendas:
  o September 12th: Fire Assessment Fee Special Meeting
  o September 12th: Fire Assessment Fee Special Meeting (Amended)
  o September 19th CRA Governing Board
  o September 19th Northeast CRA Governing Board
  o September 19th Final Budget Public Hearing
  o September 19th City Council Work Session
  o September 19th City Council Regular Session
  o October 1st City Council Regular Session

• Completed Minutes for City Council to approve:
  o August 20, 2019 City Council Regular Session
  o August 20, 2019 CRA Governing Board
  o August 20, 2019 Northeast CRA Governing Board
  o March 12, 2019 Joint Work Session with Parks & Recreation Board
  o August 27, 2019 City Council Work Session
  o August 30, 2019 City Council Special Session

• Assisted various directors and staff members with agenda items.

• Wrote Proclamation and created agenda item for November 5, 2019, recognizing Small Business Saturday, November 30, 2019.

• Finalized SunTrust Merchant Services Agreement for public records request software JustFOIA.
Worked with local attorneys to locate sign license document for monument placed at corner near McDonalds.

Worked with Leisure Services staff on memorandums of conflict.

Researched cable provider and sent information to Joe Grusauskas.

Followed up with individuals required to complete and file a Financial Disclosure Statement.

Reservations for Lake County League of Cities Luncheon.

Sent invitation to City Councilmembers for field trip to Winter Park to visit cottages similar to those proposed on 11th Avenue.

Reviewed records requests in JustFOIA.

Worked with Civic Clerk to make adjustments that were causing users to have difficulty with the processing of agenda items.

Attended Chamber Business at Breakfast.

Assisted Charles Revell with some records research.

With City Attorney’s office to get Policies for City Council to review.

Assisted Parks and Recreation staff with Civic Clerk.

Made presentation to the Public Arts Commission pertaining to meeting decorum.

Corrected scrivener’s errors in various documents for permanent record retention.

Coordinated receipt and compilation of Annual Performance Review documents from individual City Council Members for City Manager Hayes, created agenda item and included in October 1, 2019, Agenda Packet.

Finance

Controller

Approved invoices for payment and requisitions for purchase orders.

FEMA PW #8266, F#2206 – Emergency Protective Measures – eligible funds in the amount of $419,764.05. Receive notification to advance in FLPA on September 4, 2019. $298,108.67 of the $419,764.05 has been validated.

FEMA PW#1531 – Dogwood Mountain Reserve – Time Extension approved for 09/30/19 – Project is 90% or more completed – The City received Obligation Version Notification from the State on 09/04/19.

Reviewed applications and set up interviews for the Administrative Assistant vacancy in the Finance Department.

Prepared August 2018 Pension investment journal entries.

Participated in the Lake County EOC conference call – FEMA costs from Hurricane Dorian are due to the County by Wednesday, September 17th.

Met with FEMA rep. to close out Hurricane Irma.

Began working on the 2018-2019 Auditor’s preliminary fieldwork request – The Auditors will be on site the week of October 21st.

Notified by the State – City will receive $1,397,136.00 from Department of Environmental Protection on 9/9/19 – SRF – Project #WW35149 (Apopka Reclaim Project) – Request #1.

Accounts Payable

Check Run 1st & 15th of the month.

Worked at the warehouse on Mondays and Wednesdays.

Daily mail- Date stamped all invoices and sent them out.
• Entered invoices for finance and inventory.
• Processed Utility Deposit/BL check requests.
• Reviewed and approved AP invoices.
• Worked on p-card transactions.

Payroll
• Processed 2 payrolls this month.
• 592 paychecks, which included 27 manual checks.
• Worked with Benefits Manager to set up new deduction codes and linked those payroll deductions to benefit plans. Confirm new deduction amounts and employees who had changes in their coverages and deductions.
• Reconcile the two 1-week payrolls for discrepancies due to duplicated payments and deductions. Prepare edits for the following payroll.
• Edited timesheets using the FEMA forms for Hurricane Dorian storm hours work logs.
• Prep for upcoming payrolls, set up new employees’ timesheets, add pay lines for Special Events.

Finance/Accountants
• Run Flair Report and Sun View Online Treasury every day and write up Cash Receipts to take down to Customer Service to enter.
• Coded several checks and cash receipts on the bank reports to take to Customer Service.
• Extracted P-Card transactions every day for Bethany to import.
• Worked on Budget Reports for Council meeting.
• Addressed budget/BS&A questions from various departments.
• Approved Requisitions.
• Processed Journal Entries to clean up accounts charged incorrectly.
• Cleaned up payroll charged to a number that does not exist.
• Met with Planning to clean up requisition and write up change order.
• Reviewed carry forward requests and compared to items re-budgeted in FY 2019-20.
• Completed Public Service Tax in the amount of $3,347.31.
• Completed Gross Receipts Tax in the amount of $25,020.57.
• Completed Sales Tax in the amount of $20,622.75.
• Worked with Marilyn to compare inventory reports with GL to determine how their corrections were affecting GL.
• Reviewed new AFR report to see what information would be needed and get a start.
• Cleaned up capital spreadsheet and compare with BS&A to make sure both agree.
• Assigned project codes to new capital projects and moved funds to GL code tied to the project number.
• Ran spreadsheet for Interim Director to compare inventory over past few years.

Customer Service
We have 6 billing cycles. 4 residential cycles, 1 commercial cycle, 1 city book with all city meters. Total meters read this month is 18,006. We read one billing cycle per week. The last week of the month we read commercial cycle and city book. We do disconnections for non-payment every Thursday for any delinquent account 30 days past due.
• Week (1): Scheduled to cut Cycle 1. Due to Hurricane no Cuts.
Week (2): We cut billing cycle 1. We started with 325, emailed 195, called 35, cut 49. We cut Cycle 2 this week also. Started with 231, emailed 184, door hangers 16. We emailed each customer twice, cut 52. Total cuts this week were 101.

Week (3): We cut billing cycle 3. We had 197 delinquent accounts at the start. We sent 141 Emails and Heidi delivered 9 door hangers to notify customers that they were delinquent and subject for disconnect. Thursday off for non-payment 45 customers.

Week (4): We cut billing cycle 4. We had 182 delinquent accounts to start. We sent 134 emails 2 x and Heidi delivered 14 door hangers to notify customers that they were delinquent and subject for disconnect. We cut 45.

We cut Cycle 14 (Commercial) started with 49 delinquent accounts. Emailed 30 called Door hangers 2 . called customers. Cut 7.

We received cash payments that we entered into cash receipting. We receive these payments thru Mail, Night Drop and walk-ins. The total number of cash receipts for the month was 6,328.

Entered Work orders for New Customers, Meter sets, closed accounts, repairs to meters and customers request for another read to determine if they have leaks.

The total work orders for this month was 765.

The number of finals reads for customers that closed their account was 204.

Initial reads for new customer accounts was 198.

We set new construction Meters in a total of 28

Customer requested check meter and re-reads 14.

Re-Read 2 - Checked reads 150 for billing.

Billed 11,860 customers this month.

E-bills total this month 2050.

We have 56 water meters that quit transmitting reads that Mark repaired.

We had 55 Lien Searches that were request by Realtors & Mortgage companies.

We have entered new Electric rates and Water rates. Effective 10/01/2019. Submitted to Steve and Joe for review. We are reviewing all our accounts for waste Management. We have submitted to them what we have billed and waiting to hear back if they show differences.

Purchasing

- Purchasing completed a total of 41 of the 43 solicitations requested in the past fiscal year.
- Participated in the Dorian EOC briefing #2 & #3 for Leadership Team.
- Reported to EOC for September 3rd.
- Participated in tour of FDOT Brevard/Cocoa Operations Center.
- RFQ 19-CM-035 Federal Lobbying Services: Held Opening; Held Evaluation Committee Meeting to Shortlist Proposers; Held Presentations/Q&A Sessions with shortlisted firms.
- RFP 19-LS-042 Professional Management of City Community Building: Held Pre-Proposal Meeting.
- RFQ 19-PW-036 Construction Manager at Risk (CMAR) Services –Public Works Facility (re-solicit) Held Presentations/Q&A Sessions with shortlisted firms.
- Met with Finance Director.
Attended City Council Meeting and Budget Public Hearing.
Worked with BS&A software to address software issues.
Attended Staff Meeting.
Attended meeting to discuss upcoming Power Supply solicitation needs.
Prepared for annual physical inventory process.
Worked on correcting GL coding issues.
*Processed multiple Purchase Orders.
Processed multiple change orders.
**Approved multiple requisitions.
Set up multiple new vendors.
Processed P-card transactions.

Warehouse
- Unloaded multiple truck deliveries.
- Stocked shelves with new inventory.
- Issued multiple AURSI events (bids) for inventory items.
- Worked on new WEX cards.
- Worked to prepare for annual physical inventory

Information Technology
- Continued developing reports / web application for Finance.
- Developed reports for Human Resources.
- EOC
  - Worked on EOC phone routing with Adam.
  - Setup EOC room.
  - Activated to Level 1 (Hurricane Dorian) at the EOC.
  - Updated Access Control for PD during hurricane.
  - Updated / Modified phones for routing during hurricane.
  - Post EOC Cleanup (Place phones, PC’s, and routing configurations back to original conditions).
- Updated phone and radio list.
- Assisted with Interviews for Deputy Director for the Electric Utility.
- Got an updated quote and ordered the spare radio for WTP2.
- Updated barracuda firmware and pushed out the new client end software.
- Did a walk through with FDLE for new CJIS termination location at Police.
- Setup and installed Electric’s new SCADA/GIS server at Annex.
- Had a meeting with Public Works and BESH regarding reclaimed water assets and GIS.
- Developed a report for Planning (Fire Inspection Fees paid versus unpaid).
- Developed an update to modify fees for Planning (Fire Inspection Fees – updated amounts expected on 9/19/19).
- Created and ran scripts to update Fire Inspection fee changes (Invoicing / Business Tax & Licensing).
- Discussed implementing a Gigabit Passive Optical Network (GPON) with Timberwalk (DR Horton) to provide fiber to the home / ISP services.
- Attended Charter Referendum Education Meeting.
• Met with PCS to discuss fiber to Gilbert Park (received approval from Pinsly to bore under railway), discuss WiFi for the downtown area, and discuss the Timberwalk options and extension of fiber to WTP#2, WWTP#2, new Lift Station @ Round Lake Rd.
• Worked on Watchguard (Police Body Cam) Server.
• Worked with Marilyn on Inventory Issues inside BS&A.
• Worked with Library for mobile iPad Kiosk.
• Updated Quorum to latest update.
• KnowBe4 Security Awareness Training Status: Recurring phishing campaigns are running. Current Campaign 09/02/19 – 09/15/19 phish prone percentage is 3.4% with 10 failures (10 users clicked on links and 0 users opened attachments) out of 294 delivered emails. 19 users reported the phishing attempts.
• KnowBe4 Security Awareness Training Status: September phish prone percentage is 2.3% with 49 reported phishing emails.
• MimeCast URL Protection Status: Continuous URL Protection for July 9. Scan Results: 1715 Links Total, 1698 Clean, 17 Malicious (User clicked / Blocked).
• Completed 210 Work Orders for September.

**Human Resources:**

**Recruiting:**
• Conducted Interview Training with Fire Department.
• Held follow-up sessions with all internal applicants for Deputy Police Chief and Police Captain.

**Benefits:**
• Completed Annual Enrollment for All Benefits.
• Notified Retirees on Medical Plan about Medicare Part B requirement.
• Created a Q&A for FMLA.
• Prepared for and Attended General Employee Pension Board.
• Contacted all Vendors regarding changes in Personnel for HR Department.
• Updated Health discount spreadsheet.
• Coordinated information for Walk to Hawaii Wellness Initiative.
• Coordinated ICMA meetings with New Employees.
• Processed Tobacco Affidavits.
• Met with Broker concerning Infinity HR system.

**Other:**
• Hurricane Prep for Dorian.
• HR Director was activated to County EOC for Hurricane Dorian.
• Prepared for Annual COLA by printing all Payroll Authorizations.
• Processed Annual Performance Appraisals for each Department.
• Celebrated HR Professional Day.
• Completed EEO-4 Report for Federal Government.
• Attended various community meetings to include: Mount Dora Chamber of Commerce Business at Breakfast, Rotary Club, Lake County Leadership Orientation for New Class.
Fire Department

<table>
<thead>
<tr>
<th>INCIDENT TYPE</th>
<th>SEPT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>False Alarm &amp; False Call</td>
<td>17</td>
<td>17</td>
</tr>
<tr>
<td>Fire</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>Good Intent Call</td>
<td>66</td>
<td>66</td>
</tr>
<tr>
<td>Hazardous Condition (No Fire)</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>Overpressure Rupture, Explosion, Overheat (no fire)</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Rescue &amp; Emergency Medical Service Incident</td>
<td>330</td>
<td>330</td>
</tr>
<tr>
<td>Service Call</td>
<td>19</td>
<td>19</td>
</tr>
<tr>
<td>Special Incident Type</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>449</td>
<td>449</td>
</tr>
</tbody>
</table>

- Total of 102 fire inspections completed.
- 6 station tours.
- ISO meetings with all shifts.
- 09/02/19: Hurricane Dorian Prep for stations 34 & 35
- 09/06/19: MDCA football game standby 7PM
- 09/11/19: 9/11 Memorial Walk through downtown Mount Dora
- 09/13/19: E34 led the Mount Dora High School Homecoming Parade
- 09/13/19: 7pm MDCA & MDHS Football Standby
- 09/14/19: Attended the Lowe’s Safety Fair 10am-2pm
- 09/20/19: 7pm MDCA football standby
- 09/27/19: MDCA Day Care station tour with a total of 60 kids within 3 groups. Coordinated with PD for classes to cross Donnelly St.
- 09/28/19 – 09/29/19: staffed Seafood Festival with six (6) staff

Police Department

*Investigations*

- Det. Smith generated a flyer to be posted on Facebook of the suspect for a retail theft at Walgreens, which led to a possible identification. A familiar witness placed the suspect at Walgreens and 7-11 “stealing things.” Lineup was prepared and presented for Walgreens employee. For 7-11, a follow up was conducted with witness and another affidavit along with a lineup with a positive identification performed. Warrant was submitted and approved.
- A flyer was put together and distributed via Facebook for a theft at Target. Suspect was identified and a warrant completed. The warrant was served to the suspect at Lake County Jail.
- CID responded to a carjacking at CVS and assisted Patrol with the arrest of two suspects. The victim positively identified both suspects and a firearm and drugs were found in the victim’s vehicle. Both suspects were interviewed at the station. A search warrant was completed and later executed on the suspect’s vehicle. Found in the car was heroin, methamphetamine and paraphernalia. The search netted a total of 17.6 grams of meth, 1 gram of cocaine and 0.8 grams of heroin. Further surveillance video from Target facilitated the charge of an additional third party involved.
- The suspect in multiple retail thefts was apprehended and arrested on a warrant obtained by CID.
The suspect from the grand theft/fraud case at Taco Bell was identified via a flyer distributed on Facebook. The victim’s credit cards were used at Taco Bell by another suspect who was also identified via Facebook. Warrants were obtained for both suspects.

Detectives responded to a follow up of a burglary at the Country Club of Mount Dora’s clubhouse and met with the manager. They examined the scene and pulled DNA blood evidence from the wall. They also conducted follow up with both employees that closed that night.

Det. Thomas identified both suspects from the theft at Lowe’s. A lineup was conducted and presented to the witness. The witness positively identified the driver involved in the theft. Other lineups pending for a different witness.

Records
- 911 Calls: 740
- Admin Calls: 2492
- Total calls into Comm. Center: 5098
- Total Traffic Citations: 64
- Records request per FOIA: 56
- Parking Citations: 0

Patrol
- Traffic Stops: 636
- Arrests: 46
- Reports: 195
- Crashes: 4
- Property Checks: 1409

Community Relations
- Ofc. Severance hosted a neighborhood watch meeting for residents of Dogwood Mountain.
- Ofc. Severance hosted the second week of Citizens Police Academy in which they attended Active Shooter training.
- Ofc. Severance had pre-meetings in reference to the upcoming Northeast Town Hall meeting.
- Lt. Hinman attended the Students Advisory Council (SAC) meeting at Triangle Elementary.
- Ofc. Severance and Police Department volunteers organized a hurricane relief event at the Police Department parking lot for the Bahamas.
- Citizens Police Academy ride along weeks were a success.
- Sgt. Strykowski attended the Community Traffic Safety Team (CTST) meeting in Leesburg.
- Ofc. Severance took the Citizens Police Academy on a tour of the Lake County Jail.
- Sgt. Strykowski attended a Lunch and Learn event hosted by Tobacco Free Florida.

Training/ Recruiting
- The Police Department has received four applications for the Police Officer positions.
Administrative Services

- The Mount Dora High School Parade, 9/11 Memorial Walk and Seafood Festival were all successful events.

Leisure Services
Administration

- Managers began developing project management timelines for major renovations to take place over the next 3 years.
- Completed performance evaluations and established goals for the 2019-20 fiscal year.
- Designed and distributed *For Your Leisure*, the first Leisure Services seasonal news bulletin.
- Attended various community meetings, including Mount Dora Chamber of Commerce Business at Breakfast, Rotary Club, Lake County Sports Tourism Summit, and Leadership Lake County. Leisure Services Manager was selected as a member of the Leadership Lake County Class of 2020.
- Met with multiple potential future donors.
- Met with Utility Billing staff to establish a project timeline for utility round-up program.
- Reached out to contacts at Mount Dora Middle School regarding possible volunteer opportunities.
- Director participated in interviews and selection of the new Deputy Electric Director.
- Leisure Services Manager sat on committee to select the Construction Manager at Risk for the new Public Works facility.
- Several administrative staff attended all-day BS&A training from the Finance Department.
- Several staff were called upon to work the EOC Logistics Unit for Hurricane Dorian.
- Processed several banner design contest entries, now totaling submissions from 19 individuals.

City Council Agenda Items

- 3 Parks and Recreation policies: Anti-bullying, Cemetery, and memorial benches
- 4 Library policies: Professional collection and Mount Dora Archives, programs, sensitive content, and Story Time
- 2 Lake County Library policies: collection development and patron request for reconsideration
- Leisure Services budget
- Cemetery budget amendment
- Lincoln Pool and locker room scope
- Mowing bid
- Special Events ordinance
- Scottish Highland Festival
- Evans Park concert
- Certificates of appreciation for Cemetery staff
- Certificate of appreciation for Greg Hernandez

Parks and Recreation Advisory Board Agenda Items

- 2 policies: Cemetery and memorial benches
- Lincoln Pool and locker room scope
- Lincoln Park focus group
- Mowing bid
Library Advisory Board Agenda Items
- 4 policies: Professional collection and Mount Dora Archives, programs, sensitive content, and Story Time

Public Arts Commission Agenda Items
- 1 policy: Call to artists
- Lincoln Park focus group
- Training with the City Clerk
- Banner design contest update and conflict of interest

Library
- Experienced 8% circulation growth in 2018-19, on top of 11% growth in 2017-18, across all demographic segments, with juvenile books in the lead.
- Began tabulating the number and retail value of donated books and DVDs that were accepted into the collection last January. For fiscal year 2018-19, accepted 1,810 donated items with a retail value of $32,652. Most items are in new condition and replace worn material at no cost to the City.
- Held initial meeting with BESH Engineering to begin approved study examining capacity and cost of 4 potential expanded parking areas.
- Installed 2 vending machines (snacks and drinks). Signs prohibiting food and drink were removed 2 years ago, with no noticeable increase in trash or stains.
- Received an offer of $800 from the Woman’s Club of Mount Dora to fund a new rolling kiosk and Apple iPad Pro in the Children’s Library. The kiosk will allow parents to look up books for themselves without returning to the adult side of the Library.
- Received an offer of $2,215 from the Friends of the Library to fund a large illuminated globe and custom stand in the Children’s Library. The globe was originally proposed for the City’s entry into the Florida League of Mayors’ grant initiative.
- Re-carpeted the Children’s Program Room and purchased Nature Lab and other supplies as part of the expanded scope of the Children’s Library remodel. These improvements are made possible due to 100% funding by the Friends of the Library, Mount Dora Community Trust, and Mount Dora Library Association, and the project coming in significantly under budget.

Special Events
- Processed permit application and coordinated City resources for the 9/11 Memorial Walk, which attracted several hundred participants.
- Processed permit application and coordinated City resources for the Mount Dora High School Homecoming Parade.
- Coordinated City resources for the Seafood Festival, which attracted a large number of attendees.
- Coordinated City resources for the Bicycle Festival.
- Began preparing staff, resources, and promotional materials for the City’s Halloween Spooktacular. Researched other local Halloween events for possible future partnerships.
- Prepared and executed performance agreements for the Scottish Highland Festival. Began promoting the festival to local media outlets.
• Facilitated the scheduling of a concert by Colton Dixon, of American Idol season 11, in Evans Park for Saturday, December 7.
• Prepared permit applications for Light Up Mount Dora and Snow in the Park, which are expected to attract a large number of attendees.
• Processed permit application for the Half Marathon and 5K.

Recreation & Aquatics
• Launched ticketing and facility rentals functions in CivicRec, in addition to registration.
• Coordinated Fall Soccer season.
• Began planning for Winter Basketball season. Applied for facility usage at Mount Dora High School and Middle School.
• Due to popular demand, extended season for Water Aerobics by approximately 6 weeks.
• Attended orientation and opened registration for health and fitness initiative to begin in After Care next month, in association with the Florida Recreation and Park Association.
• Conducted interviews for Sports Coordinator and Youth and Family Coordinator positions.
• Updated Aquatics standard operating procedures.

Recreation Statistics (Daily)
• Before Care: 76 average, 86 peak
• After Care: 182 average, 212 peak
• Soccer: 242 (up 13% from last season)

Aquatics Statistics (Total)
• High School Swim Team: 401
• Water Aerobics: 30
• Lap Swim: 3

Parks & Cemetery
• Worked with grant writer to submit remaining documentation for Recreational Trails Program (RTP) and Land and Water Conservation Fund (LWCF) grants the department was awarded.
• Submitted documentation to apply for two Florida Recreation Development Assistance Program (FRDAP) grants.
• Organized, conducted, and compiled data from a total of 10 focus groups with Lincoln Park stakeholders to inform the creation of a site plan.
• Reviewed and began to implement Downtown streetscape plan.
• Prepared facilities for the beginning of Babe Ruth Baseball and Softball and Pop Warner Football seasons.
• Met with Mount Dora Golf Association.
• Conducted interviews for Facility Care Crew Leader position.
• Replaced outdated baby swings at Cauley Lott, Forres, and Lillie Parks.
• Cemetery sales: 3

Planning and Development
• Preparation for building inspector’s action items related to Hurricane Dorian.
• Participated in the City/County Working Group progress report related to the draft Wolf Branch Innovation Implementation Plan.
• Provided input on the Comprehensive Plan EAR Updates and upcoming open house
preparation.
- Participated as a selection committee member for proposed Federal Lobbying Services and Shortlist Presentations.
- Hosted two clubs for the First Lego League Challenge.
- Updated information, documents, and maps in the downtown kiosks.
- Construction started on the unpaved parking lot at 3rd & Baker.
- Downtown assessment of previous streetscape improvements (curb bump-outs, landscaping, etc.).
- Participated as a selection committee member for the Public Works Facility (Re-Solicit) Shortlist Presentations.
- Attended the Lake Leadership Class of 2020 Orientation and Alumni session.
- Historic Preservation Board
  - Historic Plaque Rebaum Barn Site (3rd/Baker)
  - 142 East 4th Avenue (1921 Restaurant Windows)
  - 226 North Tremain St (New SFR)
  - 625 N. Tremain St (Window)
  - 810 Hackett Ct (New SFR)
  - 923 N Clayton St (Access Ramp)
  - 710 N Grandview St (Residential Alteration)
  - 137 West 6th Ave (Windows)
  - Informational Item: 5th Avenue sidewalks improvements
- Development Review Committee
  - Site Plan – Waterman Village Retirement
  - Variance – First Presbyterian Church
- Planning and Zoning Commission
  - Small-Scale FLUM – Donnelly Woods
  - Preliminary PUD – Donnelly Woods
  - Informational Item on Active New Development Project Summary and Map Status Report
- CRA Advisory Committee
  - Redevelopment Plan Update
- NE-CRA Advisory Committee
  - No October Meeting Scheduled

**Electric Utility**
- **Assistance with Electric Cutoffs and Reconnects** – The Electric Utility provided staff members to assist Customer Service for cutoffs and reconnects, which take place on Thursdays. In September, there were 130 electric customers cut off.
- **Solar PV Systems** – There continues to be increasing interest in installing solar PV systems in the City electric territory. The City added 1 customer for a total of 19 active solar PV customers, with 5 pending projects. This brings the total of active and potential solar PV systems to 24 for this year. For reference, there were only 8 solar PV systems at the beginning of 2019.
- The crew continued from last month their focus on inspection and repairs of the distribution circuits. All maintenance work on the last three circuits were completed...
finishing all the circuit inspection work.

- Wayne Zimmerman accepted the offer of the Deputy Director Position and started 9/30/2019.
- The upgrade of cobra streetlights to LED was a 5 year project that is part of the Capital Improvement Plan. Phase 1 (FY18-19) is now complete where approximately 180 streetlights were replaced in the northeast section of town.
- The Utility GIS Mapping system was upgraded with a new server and a new version of software. With this upgrade we will be able to move toward map access for our crews in the field and keep the electric maps up to date.
- 3rd & Baker Parking Lot Lighting – ESI completed all conduit work for the electric system of the Sternberg antique-style lights and bathrooms.

- **Contracts Expiring** – The following table summarizes contracts for the Electric Utility Department that will be expiring through 12/31/2020:

<table>
<thead>
<tr>
<th>Contractor/Agency</th>
<th>Contract</th>
<th>Expiration</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Compliance Technologies, Inc.</td>
<td>Environmental Risk Services</td>
<td>6/5/2020</td>
</tr>
<tr>
<td>Duke Energy Florida, LLC</td>
<td>Power Sales Agreement</td>
<td>12/31/2020</td>
</tr>
<tr>
<td>First Baptist Church</td>
<td>Emergency Shelter Agreement</td>
<td>6/20/2020</td>
</tr>
<tr>
<td>Moore Properties</td>
<td>Golden Triangle Staging Agreement</td>
<td>12/1/2019</td>
</tr>
</tbody>
</table>

**Public Works**

*Roads and Streets*

- Started trimming palm trees in the downtown area.
- Trimming and removals throughout the City.
- Cleared ROWs and performed maintenance.
- Sidewalk repairs and replacement in Country Club.
- Worked on Robie employee parking area.
- Event support.

*Stormwater*

- Worked on Robie parking area.
- Repaired damaged storm pipe on 5th Ave.
- Pond maintenance.

*Building Maintenance*

- Assisted Library with renovation project.
- Painting at PD.
- Completed work orders.

**Utilities & Plant Operations**

*Engineering*

- Hurricane Dorian affected operations 9/3 & 9/4 Until 10:00 AM.
- Obtained FDEP water permit for connector water main between Lakes of Mount Dora and Loch Leven.
- Attended DRC meeting.
- Attended SR46 meeting
- CDBG closeout paperwork was signed by the Mayor.
- Met with FDOT on Donnelly Parcel issues.
Distribution & Collections

Collections
- Replace Main Breakers Lift Station #2.

Distribution
- Installed (2) 2” poly services to service four meters @ 5th and Donnelly.
- Installed (2) 1 1/2” services on 7th Ave. to service (1) 1 1/2” meter and (2) 3/4” meters.
- Installed a new 1” service under the road on Stewart Ln.

Water & Wastewater Plants:

WWTP #1
- Refilled copper sulfate tote for algae control at holding ponds.
- Cleaned and bleached CCC walls.
- Cleaned both filters.
- Covering shift at WWTP#2.
- Cleaning fence of brush in front of plant.
- Cleaned rags off transfer pump in digester #2.
- Cleaned and calibrated in line chlorine analyzer.
- DEP conducted an inspection of the diesel storage tank.
- RCM was awarded PO to replace WAS and RAS piping and valves.
- CPH Engineers to rehab plant #1, and toured plant.
- Replaced thermometers in composite samplers and lab fridge.
- Attended the FRWA conference for CEU’s, contacts and important information.
- Kept Plant in compliance.

WWTP #2
- Still receiving filtrate from Shelley’s.
- Operator from plant #1 covering shift.
- Cleaned disc filter and put back on line.
- Glen Young the Trainee passed DEP’s exam and earned his certification,
- DEP conducted an inspection of the Diesel storage tanks.
- Interviewed and hired Kevin Tailor as the new plant trainee, he will start on 9-4-19
- Replaced the NTU sample pump.
- Contractors ran Apopka reuse water line to the storage tank.
- Bio-cube media was ordered and waiting on A.C. Schultes to install.
- Ordered new lighting to replace all the old ones.
- Re-poured concrete on some of the ground storage tank.
- Increased the number of spray nozzles on influent trough to keep the grease from clogging flow and to help reduce odors.
- Replaced the thermometers in lab fridge and composite samplers.
- Kept plant in compliance.

Water Plants
- Hurricane Duty by all and preparation.
- Mark Peterson started as trainee mid-week.
- Wade for WTP2 pressure transducer and troubleshooting. Installed a lifetime one.
Mark has already started doing weekend checks.
- Worth completed WTP1 GST painting and approved
- Spare pump for pre-skids arrived
- Radio for tower back up and running.

**Economic Development**
- Wolf Branch Innovation District (WBID) Implementation plan status – Final Working group meeting to incorporate final changes into plan.
- Staff member in EOC for Hurricane Dorian.
- DEO Job Growth Grant application exhibits prepared and began drafting grant application.
- Reviewed 2nd draft of trail corridor study agreement to allow for a funding agreement between MPO and City. Maps and support information provided to MPO.
- Property due diligence on 2.72 acre property on 19A for fire station location to prepare property survey and environmental reviews of site.
- Continued site investigations on Fire Station other property locations through our real estate consultant and discussions with property owners.
- Provided meeting summary to representatives with Mid Florida Materials (Hubbard) to discuss annexation and topics associated with preparing a PUD master plan for the property.
- Worked with communications consultant to prepare educational materials for the proposed City Charter referendum that will be on the November 5, 2019 ballot.
- Attended MPO Technical Workshop on September 20th regarding congestion management.

**Public Information Officer**
- Posted New Our Stories Civic Storytelling
- Attended, Shot and Edited 9/11 Memorial Walk – Heavy Promotion
- Volunteered at Senior Program
- Attended American Legion Centennial Program
- Attended Charter Referendum Meeting
- Hurricane Dorian – Mass Alerts, Preparations on web and social
- Hurricane Dorian – Employee Notification
- Helped Organize Kiosk Meetings
- Helped Organize Special Events Ordinance for PIO Meeting
- Produced HR Professionals Certificate and Video
- PIO vacation – September 24-October 2
DATE: October 15, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: City Manager Update on Projects

   Economic Development Update

   - Approval to apply for the Florida Job Growth Grant Fund Public Infrastructure Grant

   - Bradner Property Letter of Intent

Introduction:
This is an opportunity for City Manager Robin R. Hayes to present the following topics and supplemental information to City Council for discussion: Routine update on economic development and related planning activities throughout the City, approval to apply for the Florida Job Growth Grant Fund Public Infrastructure Grant, and the Bradner Property Letter of Intent.

Discussion:
Florida Job Growth Grant Fund Public Infrastructure Grant:

The City has prepared a grant application for the Florida Job Growth Grant Fund for several utility improvements:
- 12” reclaimed water line extension on Round Lake Road;
- 16” potable water line on Round Lake Road;
- 10.2 mile high speed fiber cable, conduit and cable boxes throughout the City.

The City has designated three (3) employment target areas that will benefit from these improvements and will stimulate job expansion in these locations. The areas are:
- US 441 corridor from Donnelly Street to County line - 500 acres
• Wolf Branch Innovation District - 850 acres
• Highland Street corridor - 200 acres

The improvements are estimated to cost over $4M. The projected job growth is estimated at 4,600 jobs over a 15+ year time frame. The grant will be submitted to DEO for review. The grant program is funded this year with $40M and projects are awarded on a case by case basis. If the grant is approved, the City will do the necessary designs or updates as needed to cause construction of the improvements.

Bradner Property Letter of Intent:

The City has modified the agreement with the property owner to purchase 2.73 acres located on the north side of North 19A in the City for a total purchase price of $569,000. The purchase price has been reduced by $16,000 to account for environmental remediation costs on a small portion of the property and other expenses. The City will bring back a purchase and sale agreement by November 19, 2019 that will recommend acquisition of the property.

Budget Impact:

Florida Job Growth Grant Fund Public Infrastructure Grant:

The grant request is for $3,214,279 for all three (3) utility improvements. The City will provide a local match of $880,000 to support the costs associated with the projects.

Bradner Property Letter of Intent:

Although funds were not specifically appropriated within the adopted (or amended) fiscal year 2019-20 budget for the purchase of land (since it was believed at the time the budget was originally prepared that the City had options for the land already within our "inventory"), we have verified that proceeds from the $21,740,000 Fire Assessment Revenue Bonds, Series 2018 may be utilized for the purchase of land. Upon issuance of the bonds on December 12, 2018, a total of $22,040,511.15 was deposited to the "project account" for the purpose of constructing 3 fire stations. The bonds were issued at a premium, so the proceeds actually totaled $22,412,673. After subtracting the costs of issuance, a total of $22,040,511.15 remained for deposit into the "project account". This amount (together with the modest amount of interest which may be earned from investing the proceeds during the construction period) represent the only funds presently available for the purchase of land and the costs of constructing and equipping (not including fire apparatus) the three fire stations. As a consequence, the estimated $569,000 necessary for the purchase of this parcel will by definition reduce the amount available for construction of the three fire stations.

In the event that the subject property is not ultimately utilized for the construction of improvements which are legally permitted from the proceeds of the fire assessment or the bonds being repaid from fire assessment proceeds, it will be necessary to replenish any amount expended from other legally available revenue sources.

Strategic Impact:

Economic Development
**Recommendation**  City Council approve the grant application and authorize the City Manager to transmit to Department of Employment Opportunity (DEO) and accept the Bradner Property Letter of Intent and authorize City Manager to pursue a Purchase Agreement.

**Attachment(s):**
1. SR 46/Round Lake Road Utility Plan
2. Fiber-Optic Corridors Map

Prepared by: Misty Sommer, Deputy City Clerk
Reviewed by: Merry Lovern , Gwen Johns, City Clerk
Robin R. Hayes, City Manager

Approved - 10/3/2019
Approved - 10/4/2019
Final Approval - 10/10/2019
ATTACHMENT #1

ALTERNATIVE #2: CONSTRUCTION OF UTILITIES WITHIN THE RIGHT OF WAY

ATTACHMENT #1

ATTACHMENT #1

ATTACHMENT #1

ATTACHMENT #1
DATE: October 15, 2019
TO: Honorable Mayor and City Council Members
FROM: Robin R. Hayes, City Manager
SUBJECT: Claims Update

Introduction:
This is an opportunity for City Attorney Sherry Sutphen to provide legal related claim information to the City Council as deemed necessary.

Discussion:

Budget Impact:

Strategic Impact:

Recommendation

Attachment(s):
SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is entered into by and between John O'Grady, ("O'Grady") and the City of Mount Dora ("City").

WHEREAS, O'Grady has threatened to file a civil action against the City stemming from the recent termination of his employment with the City; and,

WHEREAS, the parties have agreed to a settlement and compromise and desire to resolve the dispute between them in accordance with this Agreement; and,

WHEREAS, the rights and responsibilities set forth in this Settlement Agreement are solely for the benefit of the City and O'Grady and/or any heirs or assignees of O'Grady and shall not in any way be construed for the benefit of any unintended third parties.

NOW THEREFORE the parties hereto agree as follows:

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

II. **Consideration.**

A. **Obligations of the City.**
1. Within twenty (20) days of the Effective Date, the City shall remit payment to O'Grady’s counsel, Wilson McCoy, P.A. (for distribution to O'Grady), in the amount of Sixty-Four Thousand Twenty-Eight and 59/100 Dollars ($64,028.59), representing O'Grady’s accrued sick leave and accrued vacation leave.

2. At no time following the Effective Date shall the City make any statements, or take any actions, to disparage, defame, sully or compromise the goodwill, name or reputation of O'Grady. If asked by anyone concerning the resolution of the dispute resulting in this Agreement, including by any news media, the City will state merely that “the matter has been amicably resolved.”

3. Upon request, the City will provide a neutral letter for O’Grady setting forth his dates of employment and position held.

4. The City will place O'Grady’s Response to the Lindsay Greene Report in his personnel file along with the Report.

5. In the event that O'Grady decides to appeal the form CJSTC 61 filed by the City with FDLE, the City agrees not to object to or contest any such appeal.
B. **Obligations of O'Grady.**

1. At no time following the Effective Date shall O'Grady make any statements, or take any actions, to disparage, defame, sully or compromise the goodwill, name or reputation of the City. If asked by anyone concerning the resolution of the dispute resulting in this Agreement, including by any news media, O'Grady will state merely that “the matter has been amicably resolved.”

2. O'Grady will execute a General Release, Settlement of Claim and Hold Harmless in the form attached hereto as Exhibit “A”.

3. O'Grady will refrain from any involvement, assistance, interaction, instigation or instruction with, to or for any current or former employees who are or may be attempting to make a claim or take any legal action against the City of Mount Dora, the City of Mount Dora Police Department or its staff and/or employees except in the event of a lawfully executed subpoena. This obligation is in no way intended to prevent O'Grady from providing a letter of reference for any requesting the same.

C. **Post-Termination Defense and Cooperation.** The City shall defend O'Grady for any claims made or causes of action filed against O'Grady for actions taken while he served as Chief of Police and/or Public Safety Director for the City of Mount Dora, so long as any such causes of action stem from actions taken by O'Grady within the course and scope of his duties as Chief of Police or Public Safety Director. O'Grady shall cooperate with the City on any such matters, actions or suits. Furthermore, O'Grady agrees that, in the event he is contacted as a witness or potential witness, or in the event he receives a subpoena or other lawful summons to compel his testimony or the production of documents related in any way to O'Grady’s employment with the City, he will promptly notify the City of the subpoena or other lawful summons and provide a copy thereof to the City Attorney.

III. **Authority.**

A. The City is a government entity who must obtain final authority for this Agreement from the City Commission in accordance with its charter. O'Grady acknowledge that this Agreement shall not be effective until and unless approved by the City Council for the City of Mount Dora.

B. O'Grady represents and warrants that he has the full right, legal capacity and authority to enter into this Agreement and carry out the obligations noted herein and that the person executing this Agreement on their behalf has full authority and capacity to execute this Agreement.

IV. **General Provisions.**

A. **No Admission of Liability.**
This Agreement represents an accord and satisfaction of any and all alleged claims
and affects the settlement of such claims, all of which are denied and contested, and nothing contained in this Agreement will be construed as an admission by either of the parties of any liability or wrongdoing in connection with this matter.

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

C. **Choice of Law and Jurisdiction.**
The Agreement shall be governed by the laws of the State of Florida without regard to choice of law rules.

D. **Legal Advice/Legal Fees and Costs.**
Each Party has had the opportunity to consult with independent legal counsel with respect to the advisability of making this Agreement. Each Party has read and fully understands all of the provisions of this Agreement, and is voluntarily entering into this Agreement. Each party agrees to bear its own attorney fees and costs incurred in connection with the Action. Each party also agrees to bear its own attorney fees and costs incurred in the preparation of this Agreement, and execution of all conditions outlined therein.

E. **Enforcement.**
Either party has the right to enforce the provisions of this Agreement through a cause of action in the circuit court for any appropriate legal remedy, including, but not limited to, specific performance. The sole exclusive and mandatory venue to enforce this Agreement is in the circuit court of the Fifth Judicial Circuit in and for Lake County, Florida. Each party consents and voluntarily submits to the personal jurisdiction of such court and agrees to waive any claim regarding: (a) jurisdiction over that party; (b) that venue is improper; or (c) that there would be a more convenient forum.

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

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

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

I. Electronic Signatures.
Emailed signatures shall be deemed originals.

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

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

DATED: 10/10/2019

JOHN O'GRADY

STATE OF FLORIDA
COUNTY OF orange

The foregoing Settlement Agreement was acknowledged before me this 10th day of October, 2019, John O'Grady, and who is either personally known to me OR has produced Driver's License as identification.

(Notary Seal)

Notary Public

CHERYL MATULEWICZ
Notary Public - State of Florida
Commission # GG 248511
My Comm. Expires Aug 14, 2022
Bonded through National Notary Assn.
DATED: 

CITY OF MOUNT DORA

By: ______________________
   - Nick Girone, Mayor

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

Sherry G. Sutphen
City Attorney
EXHIBIT “A”

GENERAL RELEASE OF ALL CLAIMS

DEFINITIONS

A. As used in this General Release and Settlement of Claim the term “O’Grady” shall mean John O’Grady, as well as his respective heirs, executors, administrators, personal representatives, successors and assigns, singular or plural, wherever the context so admits or requires.

B. As used in this General Release and Settlement of Claim the term “City” shall mean the City of Mount Dora, a municipal corporation of the State of Florida, as well as its past, present and future agents, agencies, officials, commissioners, employees, boards, representatives, attorneys, successors and assigns in both their individual and official capacities and any entity or person in privity with them jointly or severally, singular or plural, where ever the context so admits or requires.

RECITALS

WHEREAS, O’Grady has threatened to file a civil action against the City stemming from the recent termination of his employment with the City; and,

WHEREAS, the City has denied any wrongdoing and any liability for the related to the alleged claims; however, is desirous of compromising in order to avoid litigation and attendant costs; and

WHEREAS, O’Grady has agreed to accept the valuable consideration set forth in the Settlement Agreement between the parties as full compromise and settlement of any and all claims that O’Grady may have, whether now not known or contemplated, against the City, arising out of or resulting from the termination of his employment with the City, including attorney’s fees, expert fees and costs associated with same.

NOW THEREFORE know all men by these presents, that O’Grady hereby declares the above recitals as true and correct and that for and in exchange for good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, he does hereby remise, release and forever discharge the City, of and from all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands, whatsoever, in law or in equity, which O’Grady ever had, now has or which any personal representative, successor, heir or assign of O’Grady hereafter can, shall or may have, against the City, specifically including, but not limited to, those attributable to the termination of O’Grady’s employment with the City, and specifically including, but not limited to, any and all tort claims, contract claims, claims for compensatory damages, injunctive relief, declaratory relief, punitive damages, interest, costs, attorneys’ fees, civil rights violations, federal claims, state, statutory or common law claims and loss of enjoyment of property, from the
beginning of time up to and through the date of execution of this General Release of All Claims (the “Released Matters”). O'Grady further acknowledges, warrants and agrees that:

GENERAL RELEASE

1. This General Release shall not be construed as an admission of liability or responsibility by the City but is rather a compromise settlement of a disputed claim, designed to avoid litigation and attendant costs. The City specifically denies liability for the claims alleged by O'Grady and denies any wrongdoing whatsoever.

2. That this is a General Release of all Claims including Released Matters which O'Grady ever had, now has or which any personal representative, successor, heir or assign of O'Grady hereafter can, shall or may have, against the City from the beginning of time up to and through the date of O'Grady's execution hereof and O'Grady expressly waives and assumes the risks of any and all claims for damages which exist as of this date, which O'Grady does not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise and which if known, would materially affect O'Grady's decisions to enter into a settlement and provide this General Release. O'Grady has accepted payment of the sums specified herein along with other good and valuable consideration as a complete compromise of any and all Released Matters with the City involving disputed issues of law and fact, including, but not limited to, the Released Matters that were asserted or claimed, could have been asserted or claimed or should have been asserted or claimed. O'Grady assumes the risk that the facts or law may be other than O'Grady currently believes or understands.

3. O'Grady warrants that no promises or inducements not herein expressed have been made, that the terms of the Settlement Agreement are in full compromise and settlement and full satisfaction of all actions, claims and demands, whatsoever, that this Release is given in good faith and discharges the City from all liability for contribution to any other alleged tortfeasor or that the undersigned is of legal age and legally competent to execute this Release, has read the contents of this Release and has been adequately represented by counsel, of his own choice, and signs this General Release with full knowledge and appreciation of its meaning.

4. In the event that the City should be required to defend any suit, claim, action, or proceeding filed by or on behalf of O'Grady in violation of this General Release, and only if the City prevails in such action as proven by virtue of a judgment in the City’s favor from a court of competent jurisdiction, O'Grady shall be liable to the City for all fees of attorneys, paralegals and legal assistants and costs and expenses incurred in defending same, up to and including any and all appeals.

5. This General Release is to be construed and governed under the laws of the State of Florida and shall bind O'Grady and his respective heirs, estates, successors and assigns. If any one or more provisions of this General Release shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
6. This General Release may be pleaded as a full and complete defense against any action, suit or proceeding that may be prosecuted, instituted or attempted by O'Grady which O'Grady has waived or released herein.

Executed this ___ day of October, 2019.

DATED: 10/10/2019

JOHN O'GRADY

EXHIBIT "A"

STATE OF FLORIDA
COUNTY OF Orange

The foregoing Settlement Agreement was acknowledged before me this 10th day of October, 2019, John O’Grady, and who is either personally known to me OR has produced Florida Drivers License as identification.

(Notary Seal)

CHERYL MATULEWICZ
Notary Public - State of Florida
Commission # GG 248511
My Comm. Expires Aug 14, 2021
Bonded through National Notary Assn.