MOUNT DORA CITY COUNCIL
November 5, 2019, 2:00 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. Mount Dora Friends of Environment Annual Environmental Awards & Earth Day Donation

APPROVAL OF AGENDA

CONSENT AGENDA

ACTION ITEMS
PUBLIC HEARINGS

RESOLUTIONS

1. Resolution No. 2019-168, Approval of Call to Artists Policy


3. Resolution No. 2019-173, Street Sweeping Agreement with Loch Leven


6. Resolution No. 2019-167 Agreement with Hydro Corporation for Backflow Testing and Monitoring

7. Resolution No. 2019-183, Adoption of the Wolf Branch Innovation District Implementation Plan

8. Resolution No. 2019-174, Master Fee Schedule Updates


ORDINANCES

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


DISCUSSION ITEMS

CITY MANAGER

1. Lobbyist Update

BOARD APPOINTMENTS
CITY ATTORNEY'S REPORT

1. Claims Update

COMMUNICATIONS AND REPORTS

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

FUTURE MEETING DATES

- November 19, 2019, 5:30 PM, Regular Session, City Hall Boardroom
- December 3, 2019 5:30 PM, Regular Session, City Hall Boardroom
- December 17, 2019 5:30 PM, Regular Session, City Hall Boardroom

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: November 5, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Mount Dora Friends of Environment Annual Environmental Awards & Earth Day Donation

Introduction:
This is a presentation by the Mount Dora Friends of the Environment.

Discussion:
Annually, Friends of the Environment representatives announce award recipients for the year. In addition, the proceeds from Earth Day are donated.

Budget Impact:
There is no budget impact.

Strategic Impact:
Effective Growth Management encompasses the encouragement of trees throughout the City. Friends of the Environment supports the planting of trees through their many established programs.

Recommendation City Council to acknowledge award recipients.

Attachment(s):

Prepared by: Misty Sommer, Deputy City Clerk
Reviewed by: Robin R. Hayes, City Manager
Final Approval - 10/21/2019
DATE: November 5, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution No. 2019-168, Approval of Call to Artists Policy

Introduction:
This is a request for City Council to approve Resolution No. 2019-168, adopting a Call to Artists Policy for the City of Mount Dora provided by the Public Arts Commission.

Discussion:
As public arts donations come in this fiscal year, the Public Arts Commission will be able to use its budgeted funds to host calls to artists for a wide variety of projects. In order to prepare for these future projects, it is necessary to establish a standard Call to Artists Policy. This policy will provide structure for implementing future projects and encourage a diversity of art throughout the City.

At the August 27, 2019 Public Arts Commission meeting, City staff presented Orlando's Call to Artists Policy and recommended using it as a model for Mount Dora. Orlando has a significant focus on public art and is therefore an appropriate model. Commission members approved of the policy as is and requested that City staff adapt it for use in Mount Dora and present a draft for future review.

At the September 24, 2019 Public Arts Commission meeting, City staff presented this draft policy for review and a vote. The policy drew on Orlando's experience and the Commission's mission and practice. Commission members voted 6-0 to advise City Council to approve the draft policy with no changes.

The Public Arts Commission and City staff now present the policy for final review and adoption by City Council.

Budget Impact:
Public arts donations are collected as a revenue stream under 001-0000-366.56-00. The trash compactor project is currently budgeted at $40,000 and will impact GL # 001-5721-563.00-00-PK2001. The Public Arts Commission master plan is currently budgeted at $16,667 and will
impact GL # 001-5720-531.00-00-RC2001.

**Strategic Impact:**
Developing a standard policy will enable the Public Arts Commission to quickly and efficiently promote calls to artists. An investment of time at this stage, before donated funds are available for new projects, will allow the Commission to encourage and manage a growing list of projects in the future.

**Recommendation** City Council approve Resolution No. 2019-168.

**Attachment(s):**

Prepared by: Caroline Zeglen, Administrative Assistant
Reviewed by: Jennifer Schwarz, Administrative Assistant
Amy Jewell, Leisure Services Director
Sherry Sutphen, City Attorney
Marilyn Douglas, Purchasing Manager
Merry Lovern
Misty Sommer, Deputy City Clerk
Robin R. Hayes, City Manager

Approved - 10/1/2019
Approved - 10/1/2019
Approved - 10/22/2019
Approved - 10/24/2019
Approved - 10/24/2019
Approved - 10/24/2019
Final Approval - 10/24/2019
RESOLUTION NO. 2019-168

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE CALL TO ARTISTS POLICY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF POLICY; 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 dedicated to acquiring and publicly showcasing works of art that will enrich, educate and/or enhance the community; and

WHEREAS, in order to accomplish the goal of publicly showcasing works of art, it is the desire of the City’s Public Arts Commission to periodically issue calls to Artists, in order to choose artwork for placement in highly visible locations throughout the City; and

WHEREAS, the Public Arts Commission shall focus on and concentrate its art placement efforts in the downtown area, City parks, neighborhood community centers and municipal buildings, in order to provide the most benefit to the greatest number of citizens; and

WHEREAS, the City has determined that it is in the best interest of its citizens and the visiting public for it to adopt a Call to Artists Policy to achieve its goals and objectives related to the placement of art in the City of Mount Dora.

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 Policy. The Call to Artists Policy attached hereto as Exhibit A is hereby approved.

SECTION 3. Implementation of 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 of Mount Dora pertaining to
the adoption of the Call to Artists Policy, 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 5th day of November, 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. 2019-168
Page 2 of 3
Exhibit A
Call to Artists Policy
City of Mount Dora

Call to Artists Policy

<table>
<thead>
<tr>
<th>Responsible Dept.: Leisure Services</th>
<th>Approved: ____________________________</th>
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<tr>
<td>Director</td>
<td>Robin R. Hayes, City Manager</td>
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<tr>
<td>Approval: __________________________</td>
<td>Date: _______________________________</td>
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<td>(Signature)</td>
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The City of Mount Dora offers project-based opportunities wherein Artists and works of art are needed. Artists interested in being considered pursuant to this policy for a public art placement project may submit an application (PDF), resume (PDF) and examples of representative artwork (JPG or PDF) to the Public Arts Commission.

Purpose

The City of Mount Dora is dedicated to acquiring and publicly showcasing works of art that will enrich, educate and/or enhance the community. The City’s Public Arts Commission shall periodically issue calls to Artists, in order to choose artwork, which reflects the character of Mount Dora, for placement in highly visible locations throughout the City. Such public art shall include but is not limited to large-scale sculptures, exhibition spaces and site-integrated aesthetic works.

Focus

Concentrating on the downtown area, City parks, neighborhood community centers and municipal buildings, it shall be the focus of the Public Arts Commission to place artwork in a variety of locations throughout the City in order to provide the most benefit to the greatest number of citizens. The appropriateness of the artwork to the site and accessibility to the site by the public are the major considerations.

Art Placement Projects

An art placement project begins with identification of an area within the City where artwork is desired. Requests may be made by private, public or business members of the community for artwork to be placed in specific locations on or near City property. Art placement projects may also be initiated in response to an obvious lack of artwork on or near City property. Commemorative events or memorials may be the motivation for an artwork placement project and art placement projects may be incorporated into developments within the City which have made artwork a priority part of the design and construction of the development.
Selection Methods

Any of the following selection methods or combinations thereof may be used for an art placement project:

1. *Open competitions:* Following public announcement of an art placement project, any Artist or organization may submit a proposal for the placement of any type of art.

2. *Limited competitions:* Following public announcement of an art placement project, an Artist or art shall be chosen based solely on certain parameters set by the Public Arts Commission.

3. *Invitational:* One or more Artists may be invited to submit proposals for a specific art placement project.

4. *Direct selection:* An Artist or design team is selected directly for an art placement project.

5. *Direct purchase:* A completed piece of work is purchased for a specific art placement project.

Artwork Selection Criteria

The selection of art for an art placement project shall be in accordance with the following criteria:

1. *Representation:* The artwork represents a notion or idea valued by a sector or sectors of the community.

2. *Historical:* The artwork has historical value.

3. *Impact:* The artwork has emotional, inspirational or intellectual impact.

4. *Budgetary:* Consideration must be given to the maintenance, installation, transportation and purchase price of the artwork.

5. *Safety:* Placement of the artwork must meet safety standards.

6. *Technicality:* The design of the artwork must be technically feasible for the desired placement.

7. *Creativity:* The design of the artwork is visionary and creative.

8. *Quality:* The artwork is of the highest quality.

Artist Selection Criteria

Artists shall be selected with three main criteria in mind:

1. *Appropriateness:* Artists are selected based on the appropriateness of their proposal to the anticipated art placement project.
2. **Communication**: Artists must have the ability to clearly communicate concepts both visually and through written materials.

3. **Performance**: Artists must have a good professional history of being able to work cooperatively and finish projects on time.

**Call to Artists Selection Process**

Finding the appropriate Artist for an art placement project is of utmost importance. The following selection process is designed to ensure that only the highest quality and appropriately skilled professionals are chosen:

1. The goals of the art placement project must be clearly defined.

2. Each call to Artists for an art placement project shall be advertised at a minimum on the Public Arts Commission website.

3. The deadline for submissions and review by the Public Arts Commission must be clearly established and advertised with the call to Artists.

4. The Public Arts Commission shall utilize the expert knowledge of its members to review all initial submissions to determine the most appropriate proposals for further review.

5. After initial review of the submissions, the Public Arts Commission will narrow the submittals to a smaller group of finalists. The number of Artists in the smaller group of finalists shall be determined by the Public Arts Commission, in its sole discretion, as deemed appropriate under the circumstances of the art placement project.

6. Finalists shall present a more detailed and developed proposal to the Public Arts Commission in accordance with the stated format and by the deadline set for the same.

7. The Public Arts Commission shall take public comment related to the proposals before making the final Artist selection.

8. As soon after the finalist presentations and public comment as possible, the Public Arts Commission shall make a final Artist selection for the art placement project.

9. The selection of the Public Arts Commission is final.

**Acknowledgment**: I have read and understand the Call to Artists Policy terms and conditions. My signature below constitutes my acceptance of and agreement to abide by all terms and conditions set forth herein:

Print: ___________________________ Date: __________________

Signature: ___________________________
DATE: November 5, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution No. 2019-163, BESH, Inc. Master Plan Proposal for Utilities

Introduction:
This is a request for City Council to approve Resolution No. 2019-163, BESH, Inc. proposal for master plan for water, sewer, reclaim and Geographical Information System (GIS) mapping for the reclaim system for $239,600.00.

Discussion:
The City's master plan for utilities was last updated in 2007. The City needs to update the master plan to create a 5 year road map of utility improvements and update the comprehensive plan (EAR process) for the State. In addition, the overall utility efficiency needs must be evaluated to create sustainable utility improvements as regulations evolve and our population increases.

BESH previously worked with the City to create the Wolf Branch Innovation District Utility Evaluation. This previous work and BESH's existing utility knowledge make them uniquely qualified to update the Utility Master Plan economically.

BESH's main emphasis will be to utilize existing infrastructure and combine it with the Wolf Branch Utility Study and other regulatory changes to create a sustainable utility for our community. Specifically, this plan will identify infrastructure needs, such as timing of new wells, mains and treatment capacity needed to responsibly provide services to our customers. It will also look to minimize our environmental impact to our creeks and lakes with wastewater treatment improvements and use of reclaimed water alternatives.

Included in BESH's proposal is a task to create a GIS map of the reclaim system. This electronic map of the reclaim transmission system will include mains and valves that are field verified with GPS locations. The City already has a sewer map from a previous "Red Line" project. This sewer map will also be incorporated into a GIS layer with this Master Plan work. The Water system mapping will be completed in a future phase.
Budget Impact:
A total of $240,000 was appropriated and is available within the adopted Fiscal Year 2019-20 budget. The project was split 50%/50% in account numbers 422-5359-563.00-00-W12001 ($120,000) and 423-5339-563.00-00-W12001 ($120,000).

The BESH proposal is within the budgeted project estimate of $240,000 at $239,600.

Strategic Impact:
The updating of the City's utility assists in meeting the strategic goals of Economic Development, Infrastructure, Fiscal Resources, and Growth Management.

Recommendation City Council approve Resolution 2019-163.
RESOLUTION NO. 2019-163

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THAT TASK AUTHORIZATION WITH BOOTH, ERN, STRAUGHAN & HIOTT (BESH) FOR THE WATER, WASTEWATER AND RECLAIM WATER UTILITY MASTER PLAN UPDATE AND THE INITIAL PHASE OF GIS MAPPING FOR THE RECLAIM WATER SYSTEM; 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 of Mount Dora owns and operates water, wastewater and reclaimed water utilities for the benefit of the residential and business properties in the City of Mount Dora; and

WHEREAS, the City’s master plan for water, wastewater and reclaimed water utilities was last updated in 2007; and

WHEREAS, the City’s master plan for such utilities must be evaluated periodically in order to identify the City’s future utility needs; and

WHEREAS, the City is in the process of updating its Comprehensive Plan and it is necessary to update the water, wastewater and reclaim water utility master plan in order to finalize that process; and

WHEREAS, Geographical Information System (GIS) mapping needs to be completed for the City’s reclaim water system and the initial phase of this work can be efficiently completed in conjunction with the master plan update; and

WHEREAS, Booth, Ern, Straughan & Hiott, Inc., (BESH) is a continuing services contractor of the City pursuant to that Agreement dated October 4, 2018, approved under Resolution 2018-170; and

WHEREAS, the City has determined that it is in the best interest of the City to have BESH perform the necessary water, wastewater and reclaim water utility master plan update and the first phase of the GIS mapping for the City’s reclaim water system.
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 BESH, attached hereto as Exhibit “A”, is hereby approved. The City Manager to authorized to execute the Task Authorization 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 BESH for design and construction services related to the master lift station on Round Lake Road, 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

Resolution No. 2019-163

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PASSED AND ADOPTED the 5th day of November, 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”
to Resolution 2019-163
Task Authorization with BESH for
Water, Wastewater and Reclaim Water
Utility Master Plan Update and Initial Phase of the
GIS Mapping for the City’s Reclaim Water System
## TASK AUTHORIZATION ORDER FORM

**City of Mount Dora**

### Task Authorization (TA)

In accordance with the terms and conditions of the Agreement between BESH and the City of Mount Dora Resolution # dated 10/4/18, the parties hereinafter agree to the scope of work, pricing and schedule itemized herein.

**NOTE:** THE CONSULTANT SHALL NOT BEGIN WORK UNTIL A SIGNED PURCHASE ORDER IS DELIVERED TO THE CONTRACTOR/CONSULTANT.

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<table>
<thead>
<tr>
<th>Each Task Authorization package shall include:</th>
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<tbody>
<tr>
<td>Attachment A - Scope of Work</td>
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<tr>
<td>Attachment B - Price Breakdown/Not-to-Exceed</td>
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<tr>
<td>Attachment C - Schedule/Timeline</td>
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<tr>
<td>Attachment D - Sub-Consultants/Sub-Contractors</td>
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**Recommended By:**

[Signature]

**Date:** 10/1/19

**Reviewed By:**

[Signature]

**Date:** 10/1/19

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**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, identify 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.
BESH
TASK ORDER # 1 FOR
PROFESSIONAL Consultant SERVICES


PROJECT NAME: Water & Wastewater System Master Plan & GIS Mapping.

GENERAL INFORMATION:
Consultant shall provide the City with a Master Plan for our water and wastewater systems as well as GIS mapping.

SCOPE OF SERVICES: (Full scope of services to be provided in ATTACHMENT B):
1. Potable water system master plan
2. Wastewater & reclaimed water system master plan
3. Reclaimed water system GIS mapping project

METHOD OF COMPENSATION: Hourly Rate and Fixed Fee with Not-to-Exceed (NTE) Amount of $239,600.00 for total services. This price includes contingency. Full Breakdown of hourly task for compensation to be provided in ATTACHMENT B.

- The CONSULTANT shall have detail for deliverable or sub task.
- The CONSULTANT shall have a not-to-exceed cost for each public meeting associated with the scope.
- The CONSULTANT shall have all sub-contractor services clearly identified with description and cost.
- The CONSULTANT shall have any contingency for project identified with cost per hour.
- The CONSULTANT shall provide monthly invoices for the time expended on the assignment as described with each task for the preceding month.
- Payment to the CONSULTANT shall be made by the CITY in strict accordance with the payment policies of the CITY and controlling law.
- It is expressly understood by the CONSULTANT that this Task Order and associated Purchase Order, if applicable and until executed by the CITY, do not authorize the performance of any services by the CONSULTANT.

SCHEDULE OF SERVICES: (Full Schedule provided in ATTACHMENT C):
The CONSULTANT schedule calls for the project to start October 16th, 2019.

TIME FOR COMPLETION: The work authorized by this Work Order shall be commenced upon issuance of this Work Order AND, if NTE exceeds $5,000.00, a Purchase Order by the CITY and shall be completed as directed by the CITY.

GENERAL CONDITIONS: The CITY and CONSULTANT agree that the following general conditions shall apply to this Work Order:

(A). In order to reduce costs to the CITY, the CONSULTANT will, if applicable,
utilize the CITY's Geographic Information System (GIS) capabilities and staff for mapping tasks. The CONSULTANT shall make any request for assistance to the City Manager or her designee, to ensure that there is sufficient capacity and schedule to produce mapping products.

(B). The time frames for completion of tasks listed in the Scope of Services is based on a mutually agreed upon project schedule between the CITY and the CONSULTANT. Both parties recognize that the size, scale, and length of the project make predictability of the timing and sequencing of tasks challenging. The City Manager or her designee will periodically review the schedule with the CONSULTANT. Changes to the schedule may be made by the City Manager upon mutual consent with the CONSULTANT.

(C). The CONSULTANT shall make every effort to complete tasks within each CITY fiscal year ending September 30 unless specified in this Task Order.

CONDITIONS: Execution of this Task Order by CITY and issuance of a Purchase Order, if applicable, shall serve as authorization for the CONSULTANT to provide services for the above project, i.e., the professional services as set out in this CITY issued Task Order.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on this ____ day of ____________________, 20__, for the purposes stated herein.

ATTEST: ________________________________

Authorized Corporate Signatory

Consultant: ________________________________

Robert A. Ern, Jr., P.E.

Vice President

ATTEST: ________________________________

CITY OF MOUNT DORA, FLORIDA

Gwen Johns, MMC

City Clerk

Robin R. Hayes

City Manager
VIA E-MAIL

September 24, 2019

Paul Lahr
City of Mount Dora
1250 North Highland Street
Mount Dora, Florida 32757

RE: ENGINEERING TASK ORDER FOR WATER & WASTEWATER SYSTEM MASTER PLAN & GIS MAPPING

Dear Mr. Lahr:

Enclosed please find Booth, Emb, Straughan & Hiott, Inc.'s Engineering Task Order for civil engineering services and GIS Mapping services, necessary to complete the above referenced project, as requested. Please be sure to sign Page 12.

We look forward to working with you on this project. Should you have any questions with regards to this matter, please feel free to contact our office.

Sincerely,
BOOTH, ERN, STRAUGHAN & HIOTT, INC.

Robert A. Ern, Jr., P.E.
Principal
rer@besandh.com
RAE/II

Enclosure
ATTACHMENT A

Scope of Work Cont.

CIVIL ENGINEERING SERVICES PROPOSAL/AGREEMENT

SCOPE OF SERVICES:

Booth, Ern, Straughan & Hiott, Inc., is pleased to submit for your approval the following engineering proposal for providing water system master planning services, wastewater system and reclaimed water system master planning services, and reclaimed water system GIS Mapping services for the City of Mount Dora as outlined below.

SCOPE OF WORK:

TASK 001 POTABLE WATER SYSTEM MASTER PLAN

Booth, Ern, Straughan & Hiott, Inc. (BESH), will produce a Water System Master Plan to be utilized by the City in planning for expansion of the existing system, identifying estimated locations and costs for capital water system components. Capital water system components include capital waterlines, as well as water treatment plant components. The results of the Master Plan will be available for the City to utilize in updating water impact fees, as well as scheduling major water system improvements. The results of the Master Plan will also give the City a tool for negotiations with potential developers of land within the City's service area, as relates to capital improvements and associated impact fee credits for developer installed infrastructure. This analysis shall generally include the following information:

1. Review of the City's Chapter 180 Utility Service Area with the Public Services Department and the City Planner for the purposes of determining the ultimate potential water population to be served within the 20-year planning future. Review of existing City operating records will be utilized to determine water use rates within the existing service area. The population projections and usage rates will be utilized to forecast future water demands.

   Note: City Planner will provide BESH with the 20 year population projections necessary to complete the report. It is anticipated that the population projections found in the City's Consumptive Use Permit will satisfy this need.

2. Evaluation of the existing infrastructure and determination and analysis of the proposed capital infrastructure required for the production, treatment and distribution of potable water throughout the service area, as necessary to serve the 20 year projected demands. This task would include an analysis of the City's existing water treatment plants and making recommendations for future expansions, as well as providing implementation schedules and cost estimates for the expansions.
3. BESH will work with the City to prepare a new Capital Water Line Map, showing the location and size of all existing, as well as anticipated, future capital water lines needed to serve the City's service area. This task would include a schedule for implementation of capital line improvements, and cost estimates for said improvements.

FEE: $46,600.00

Note: City will provide BESH with digital copies of all existing City water line maps, including sizes and locations. City will also provide BESH with a copy of the City's existing water treatment plant permits, as well as any engineering documentation utilized in obtaining said permits.

TASK 002 PART A. WASTEWATER SYSTEM MASTER PLAN

BESH will produce a Wastewater System Master Plan to be utilized by the City in planning for expansion of the existing collection, transmission and treatment systems, identifying estimated locations and costs for capital expansion components. The results of the Master Plan will be available for the City to utilize in updating wastewater impact fees, as well as scheduling major wastewater system improvements. The results of the Master Plan will also give the City a tool for negotiations with potential developers of land within the City's service area, as relates to capital improvements and associated impact fee credits for developer installed infrastructure. This analysis shall generally include the following information:

1. Review of the City's Chapter 180 Utility Service Area with the Public Services Department and City Planner for the purposes of determining the ultimate potential wastewater population to be served within the 20 year planning future. Review of existing City operating records will be utilized to determine wastewater production rates within the existing service area. The population projections and usage rates will be utilized to forecast future wastewater generation.

   Note: City Planner will provide BESH with the 20 year population projections necessary to complete the report. It is anticipated that the population projections found in the City's Consumptive Use Permit will satisfy this need.

2. Evaluation of the existing infrastructure and determination and analysis of the proposed Capital infrastructure required for the collection, transmission and treatment of wastewater from throughout the service area, as necessary to serve the 20 year projected demands. This task would include an analysis of the City's existing wastewater treatment plants and making recommendations for future expansions, as well as providing implementation schedules and cost estimates for the expansions.

3. BESH will work with the City to prepare a new Capital Wastewater Line Map, showing the location and size of all existing, as well as anticipated, future capital force mains and lift stations anticipated for serving the City's service area.

PART A. FEE: $46,600.00
ATTACHMENT A

Scope of Work Cont.

PROJECT NAME: Water Master Plan / Wastewater Master Plan / GIS Mapping
CLIENT: City of Mount Dora
DATE: September 24, 2019

Note: City will provide BESH with digital copies of all existing City wastewater line maps, including sizes and locations. City will also provide BESH with a copy of the City's existing wastewater treatment plant permits, as well as any engineering documentation utilized in obtaining said permits.

PART B. RECLAIMED WATER SYSTEM MASTER PLAN

BESH will produce a Reclaimed Water System Master Plan to be utilized by the City in planning for expansion of the existing reclaimed water pumping and transmission systems, identifying estimated locations and costs for capital expansion components. The results of the Master Plan will be available for the City to utilize in updating reclaimed water impact fees, as well as scheduling major reclaimed water system improvements. The results of the Master Plan will also give the City a tool for negotiations with potential developers of land within the City’s service area, as relates to capital improvements and associated impact fee credits for developer installed infrastructure. This analysis shall generally include the following information:

1. Review of the City’s Chapter 180 Utility Service Area with the Public Services Department and City Planner for the purposes of determining the ultimate potential reclaimed water population to be served within the 20 year planning future. Review of existing City operating records will be utilized to determine reclaimed water production rates within the existing service area. The population projections and usage rates will be utilized to forecast future reclaimed water demand.

Note: City Planner will provide BESH with the 20 year population projections necessary to complete the report. It is anticipated that the population projections found in the City’s Consumptive Use Permit will satisfy this need.

2. Evaluation of the existing infrastructure and determination and analysis of the proposed Capital infrastructure required for the pumping and transmission of reclaimed water throughout the service area, as necessary to serve the 20 year projected demands. This task would include an analysis of the City’s existing reclaimed water pumping and storage facilities, and making recommendations for future expansions, as well as providing implementation schedules and cost estimates for the expansions.

3. BESH will work with the City to prepare a new Capital Reclaimed Water Line Map, showing the location and size of all existing, as well as anticipated, future capital reclaimed water lines anticipated for serving the City’s service area.

PART B. FEE: $46,400.00

Note: City will provide BESH with digital copies of all existing City reclaimed water line maps, including sizes and locations.

TASK 002 – PART A – B. FEE: $93,000.00
TASK 003 RECLAIMED WATER SYSTEM GIS MAPPING PROJECT

The initial scope of work includes, but is not limited to, the conversion of paper files, scanned drawings, as-builts, AutoCAD files and other source data into GIS format for the City of Mount Dora's reclaimed water.

This document outlines the proposed approach developed by Booth, Ern, Straughan & Hout, Inc. (BESH) for the Migration of existing CADD Data, and the Digitizing of Record drawings, of Reclaimed Water Utility assets for the City of Mount Dora, FL.

Work performed by the BESH team in connection with this project will be performed in the following phases:

1. Project Setup

   The project will begin with a setup phase during which the BESH team will meet with the City of Mount Dora staff to further define the specific priorities for digitizing and field data collection. These priorities will include the specific areas to be digitized, and the order in which the areas are to be digitized.

2. Migration of Existing City of Mount Dora Utilities CADD Data into GIS Format

   Using existing MicroStation and CADD files containing Water and Wastewater infrastructure for selected portion of the City of Mount Dora, the BESH team will migrate this data into an ESRI GIS database and format it so that it compatible with the City of Mount Dora's GIS data model for reclaimed water utility features.

3. Collection and Digitizing of Record Drawings

   Using existing paper, scanned imagery, and digital CAD drawings, the BESH team will work collect all available source records and develop a data conversion strategy customized to each particular portion of the service area depending upon the availability and quality of the source information.

   Once the data conversion strategy for each portion of the service area is developed, the BESH team will proceed to digitize the available records into an ArcGIS Geodatabase using the City of Mount Dora GIS data model.

4. Utility Asset Field Data Collection

   In portions of the service area where the City of Mount Dora's designation team has located lines and valves, the BESH team will field locate those reclaimed lines and valves. In this phase, a single pass will be made through the service area by multiple field inspectors to locate and identify the positions and attributes of the City of Mount Dora's utility assets with RTK GPS equipment.
5. Deliver Geodatabases to the City of Mount Dora

At the conclusion of the Quality Assurance phase, all digitized and field collected data will be formatted for delivery to City of Mount Dora for subsequent loading into the City’s SDE geo-database.

A more complete description of the individual tasks performed during these phases is included in the Detailed Scope of Services on the following pages.

Detailed Scope of Services:

1. Project Setup
   a. Assess Data Conversion Priorities

   Meetings will be held with BESH, City of Mount Dora staff to develop a set of priorities for the conversion of data within City of Mount Dora. This prioritization will identify areas where information is to be digitized from records.

   b. Build Data Dictionaries for Field Data Collection

   Using the existing City of Mount Dora’s Utility Asset data model as a guide, the BESH team will create the data dictionaries and domains, which will be used on the GIS data collectors for the field inventory portion of the project.

2. Migration of Existing City of Mount Dora’s Utilities CADD Data into GIS Format
   a. Georeference Existing CADD files

   The City of Mount Dora’s Utilities CADD Maps consist of XX individual MicroStation/CADD files which are grouped by neighborhood or village. Each of these files will be geo-referenced to The City of Mount Dora’s existing parcel base map and aerial photography. This will orient the contents of the CADD files in the approximate location and orientation of their position in the world, referenced to Florida State Plane Coordinates.

3. Collection and Digitizing of Record Drawings
   a. Collection and Cataloging of Existing Records

   Existing paper, scanned and CAD drawings will be obtained and cataloged to develop a data conversion strategy for each portion of the service area.

   b. Georeference Source Materials

   Source images including scanned drawings and AutoCAD or MicroStation digital CAD files will be geo-referenced to rectified aerial photography. This will move and rotate the source image into its proper geographic location within the service area so that it can be used as a backdrop to the GIS database.
c. Digitize Record Drawings

Information displayed on the source drawings will be digitized as features in the GIS database.

d. Perform Quality Control Review

A detailed quality control review of the digitizing process will be performed to verify that the appropriate features and attributes have been digitized into the GIS database.

4. Utility Asset Field Data Collection

In conjunction with the data conversion portion of the Project, the field data collection will begin within the utility service areas. The BESH team will locate each asset identified on source documents and measure its position in the field with an RTK receiver and collect attributes unique to each asset.

The utility features will be located by direct measurement. The field inspector will position the GPS antenna over the feature and take a minimum of ten redundant measurements in one-second intervals. These measurements will be differentially corrected in real time. The final position will be determined by calculating the average of all redundant measurements at the utility feature structure.

This will result in a very accurate and reliable position. When a direct GPS measurement is not possible due to tree cover or other satellite obstruction, an offset measurement will be recorded and the distance from the offset position to the feature will be measured. The features to be field located and photographed will include the following:

a. Reclaimed - Valves

Locations for Valves connected to the reclaimed distribution network will be collected. The Valve records in the GIS database will be attributed with the following fields of data: Data source, Surface Type, Size (if available), measure down to valve and X & Y coordinate.

5. Data Conversion Quality Assurance

a. Verify Attribute Accuracy

Each of the attributes for each asset will be reviewed to verify that they are complete and correct.

6. Deliver Geodatabase to City of Mount Dora

a. Format Data for Delivery

After the QA phase, the data will be formatted into a set of files to be integrated into the existing City of Mount Dora's GIS databases. All collected data will be delivered on CD-ROM and spatially referenced to Florida State Plane Coordinates, East Zone, NAD-83, US Survey Feet.
ATTACHMENT A

Scope of Work Cont.

Project Fees for Task 003:

Task 001: Migration of existing City of Mount Dora's Utilities CADD data into GIS format

Reclaimed Water features are migrated from the existing CADD files into the GIS database. No field verification is performed.

Task 002: Digitizing from Record Drawings with no field verification

Features are digitized directly from record drawings into the GIS database. Features are located based upon their position in the record drawing.

Task 003: Digitizing from Record Drawings with GPS verification/Field Collection

Features are digitized directly from record drawings into the GIS database. Surface features are located in the field with RTK and photographed. Subsurface features are adjusted from their digitized position to align with the field verified position.

Project Hourly Rates and Geodatabase Delivery:

GIS Mapping Services:

<table>
<thead>
<tr>
<th>Personnel Classification</th>
<th>Typical Work Tasks</th>
<th>Hourly Billing Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Engineer</td>
<td>Project Management</td>
<td>$130.00/Hour</td>
</tr>
<tr>
<td>GIS Analyst</td>
<td>Database Design, Programming, QA/QC</td>
<td>$97.00/Hour</td>
</tr>
<tr>
<td>GIS Technician</td>
<td>Data Entry, Data Editing</td>
<td>$86.00/Hour</td>
</tr>
<tr>
<td>2 Person GPS Crew</td>
<td>Field Asset Inventory</td>
<td>$130.00/Hour</td>
</tr>
<tr>
<td>1 Person GPS</td>
<td>Field Asset Inventory</td>
<td>$90.00/Hour</td>
</tr>
</tbody>
</table>

- Geodatabases will be delivered in 6 month increments from Notice to Proceed.
- The BESH team will follow a not to exceed amount of $100,000.00 per 6 month geodatabase delivery.

Specific Authorization Process:

1. For each specific area to be mapped, BESH and City of Mount Dora's staff will agree on a proposed data conversion technique, based upon the quality of the source records available and the amount of field verification required.
ATTACHMENT B

Price Breakdown/No-to-Exceed

FEE SUMMARY

<table>
<thead>
<tr>
<th>TASK</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>TASK 001</td>
<td>$46,600.00</td>
</tr>
<tr>
<td>TASK 002</td>
<td>$93,000.00</td>
</tr>
<tr>
<td>TASK 003</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>SUBTOTAL</td>
<td>$239,600.00</td>
</tr>
</tbody>
</table>

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

1. Engineering Design
2. Land Surveying
3. Hydraulic Modeling
4. Rate Studies
5. Reimbursables to be billed based upon direct expense incurred by Booth, Ern, Straughan & Hiott, Inc., for blueprints, copies, mylars, reproductions, postage, etc.
Price Breakdown/No-to-Exceed Cont.

CITY OF MOUNT DORA - HOURLY RATE SCHEDULE (2018)

Professional Services shall be charged at the following rate schedule:

**ENGINEERING**

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Engineer (Principal)</td>
<td>$175.00</td>
</tr>
<tr>
<td>Professional Engineer</td>
<td>$145.00</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$115.00</td>
</tr>
<tr>
<td>Engineer Technician I</td>
<td>$105.00</td>
</tr>
<tr>
<td>Engineer Technician II</td>
<td>$80.00</td>
</tr>
<tr>
<td>Building Inspector</td>
<td>$70.00</td>
</tr>
<tr>
<td>Construction Engineer</td>
<td>$90.00</td>
</tr>
<tr>
<td>Expert Testimony Professional Engineer</td>
<td>$300.00</td>
</tr>
</tbody>
</table>

**SURVEYING**

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Surveyor (Principal)</td>
<td>$160.00</td>
</tr>
<tr>
<td>Professional Surveyor</td>
<td>$125.00</td>
</tr>
<tr>
<td>4 Man Field Crew</td>
<td>$195.00</td>
</tr>
<tr>
<td>3 Man Field Crew</td>
<td>$155.00</td>
</tr>
<tr>
<td>2 Man Field Crew</td>
<td>$130.00</td>
</tr>
<tr>
<td>Survey Technician I</td>
<td>$100.00</td>
</tr>
<tr>
<td>Survey Technician II</td>
<td>$80.00</td>
</tr>
<tr>
<td>Expert Testimony Professional Surveyor</td>
<td>$300.00</td>
</tr>
</tbody>
</table>

**GIS MAPPING SERVICES:**

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>GIS Analyst</td>
<td>$97.00</td>
</tr>
<tr>
<td>GIS Technician</td>
<td>$86.00</td>
</tr>
<tr>
<td>2 Person GPS Crew</td>
<td>$130.00</td>
</tr>
<tr>
<td>1 Person GPS</td>
<td>$90.00</td>
</tr>
</tbody>
</table>
## Price Breakdown/No-to-Exceed Cont.

**PROJECT NAME:** Water Master Plan / Wastewater Master Plan / GIS Mapping  
**CLIENT:** City of Mount Dora  
**DATE:** September 24, 2019  

All printing for this project shall be billed out at the following rate schedule, plus sales tax:  
(Outside Copying Services will be billed at cost)

### Engineering Bond Copies

<table>
<thead>
<tr>
<th>Black &amp; White</th>
</tr>
</thead>
</table>
| 11 x 17       | $1.25  
| 24 x 36       | $2.50  

### Color Copies

| 11 x 17       | $2.00  
| 24 x 36       | $6.00  

### Black & White Copies

| 8 ½ x 11      | $0.10  
| 8 ½ x 14      | $0.10  
| 11 x 17       | $0.20  

### Color Copies

| 8 ½ x 11      | $0.25  
| 8 ½ x 14      | $0.25  
| 11 x 17       | $0.45  

### Other Printing Services

| 24 x 36 Mylar | $12.00  
| 24 x 36 Photo Paper, Color | $35.00  
| 24 x 36 Foam Board | $30.00  

### Other Services

| Fax/Scan | $0.05/Page  
| Postage (Fed-Ex, Certified Mail, Etc) | @ cost  
| Concrete Monuments | $11.00  
| Rebar | $2.00  
| Mileage (T&M Projects Only) | $0.59  

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City Council Agenda Packet - November 5, 2019  
Page 32 of 336
ATTACHMENT C

Schedule/Timeline

Upon Notice to Proceed (NTP), BESH will start this Task Order on October 16th 2019.
Consultant is not using any Sub-Consultants/Sub-Contractors.
DATE: November 5, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution No. 2019-173, Street Sweeping Agreement with Loch Leven

Introduction:
This is a request for City Council to approve Resolution No. 2019-173, Street Sweeping Agreement with Loch Leven.

Discussion:
The purpose of the Right-of-Entry agreement is for the City’s street sweeper to perform street sweeping services to the gated community of Loch Leven. The gated community is responsible for the roads and storm structures within the gated community. However, the storm system exits the community through the City's master stormwater system. As the City is responsible for the overall quality of the master stormwater system, it is beneficial to remove as much nutrients and debris from the stormwater system as possible. The City's master stormwater system is permitted under the State of Florida National Pollutants Discharge Elimination System (NPDES) program.

The City's established stormwater maintenance program includes street sweeping to help remove leaf vegetation and other debris from entering the City storm drains as a preventative measure. The City Street Sweeper program is funded with stormwater assessments and has capacity to serve Loch Leven. Loch Leven residential units pay into the stormwater assessment. Therefore, it mutually benefits the City and Loch Leven stormwater systems to routinely remove nutrients and debris that may enter the NPDES permitted stormwater system.

The right-of-entry agreement also holds the City harmless for any private road damages the street sweeper may cause with its operation.

Budget Impact:
The Right-of-Entry to assist with street sweeping in Loch Leven is a cost neutral activity. The Loch Leven units within the gated community are assessed stormwater fees to help maintain the City Stormwater system. The stormwater fees are collected and maintained in Revenue account 440-0000-343.71-00 (stormwater fund/stormwater utility/Residential Revenue). All the
maintenance activities are covered in the stormwater operational accounts funded by the stormwater assessment program.

**Strategic Impact:**
Street Sweeping in the Loch Leven community as part of stormwater system preventative maintenance addresses the City's Infrastructure Strategic Goal.

**Recommendation** City Council approve Resolution No. 2019-173.

**Attachment(s):**

Prepared by: Ethan Hand
Reviewed by: Gina Frazier, Fiscal Analyst
Josef Grusauskas, Utilities & Plant Operations Director
Sherry Sutphen, City Attorney
Merry Lovern
Misty Sommer, Deputy City Clerk
Robin R. Hayes, City Manager

Approved - 10/22/2019
Approved - 10/22/2019
Approved - 10/22/2019
Approved - 10/22/2019
Approved - 10/22/2019
Final Approval - 10/22/2019
RESOLUTION NO. 2019-173

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO LOCH LEVEN STREET SWEEPING 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, Loch Leven is a community in the City of Mount Dora which maintains a private road and stormwater system; and

WHEREAS, the Loch Leven stormwater system drains into the City’s overall drainage system and its community residents pay into the City’s stormwater fund; and

WHEREAS, the City has determined that providing certain street sweeping services for the streets located within the Loch Leven community would be a benefit to the overall drainage system in the City.

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 Loch Leven Homeowners Association, Inc., 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 5th day of November, 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 Loch Leven Homeowners Association, Inc.
for street sweeping services
AGREEMENT

THIS AGREEMENT is made by and between LOCH LEVEN HOMEOWNERS ASSOCIATION, INC., 6972 Lake Gloria Boulevard, Orlando, Florida 32809, hereinafter referred to as LOCH LEVEN, and the CITY OF MOUNT DORA, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, LOCH LEVEN is a community within the City of Mount Dora that maintains a private road and stormwater system; and

WHEREAS, the LOCH LEVEN stormwater system drains into the CITY’s overall drainage system; therefore, LOCH LEVEN residents pay into the CITY’s stormwater fund; and

WHEREAS, LOCH LEVEN has indicated that it is in need of street sweeping services; and

WHEREAS, the CITY has determined that providing certain street sweeping services for LOCH LEVEN would be a benefit to the overall drainage system in the CITY; and

WHEREAS, the parties have agreed that it is in their mutual best interest to enter into an agreement related to street sweeping services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **PREMISES.**
   LOCH LEVEN maintains a private road system which is depicted in Exhibit A attached hereto and hereafter referred to as the “Road System”.

2. **TERM AND RENEWAL.**
   The term of this Agreement shall be for a period of one (1) year from the date of execution by the CITY and shall extend automatically for like terms unless sooner terminated in accordance herewith.

3. **TERMINATION.**
   Either party may terminate this Agreement by giving 30 days written notice to the other party.

4. **SCOPE OF AGREEMENT.**
   LOCH LEVEN shall provide the CITY with access to the Road System for the purpose of sweeping the streets located therein. The CITY shall use the access provided to the Road
System for the sole purpose of periodically sweeping the streets. The CITY shall provide the labor and equipment necessary and shall employ the means and/or methods, it deems appropriate, to sweep the streets. In the CITY’s sole discretion, if any street within the Road System is deemed unsafe or there is a condition which impedes the CITY’s ability to traverse a street with the sweeping equipment, the CITY will forgo sweeping such street until the impediment or unsafe condition is corrected.

5. **MAINTENANCE OF ROAD SYSTEM.**

LOCH LEVEN shall maintain the Road System in a safe and secure manner, ensuring that the asphalt areas are free of impediments that could cause damage to CITY equipment or injury to individuals.

6. **OWNERSHIP INTEREST.**

The provisions of this Agreement do not, in any way, grant an ownership right, title or interest to the CITY in the Road System.

7. **INDEMNIFICATION.**

LOCH LEVEN agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts and/or omissions of LOCH LEVEN, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. LOCH LEVEN 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 LOCH LEVEN, 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 survive termination or natural termination of this Agreement.

8. **NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered, to the last known mailing address shall constitute sufficient notice. All notice required and/or provided pursuant to this Agreement, shall be given to the CITY and LOCH LEVEN in writing and delivered by way of electronic mail and the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

**City:**
City of Mount Dora
Attn: City Manager
510 N. Baker Street
Mount Dora, Florida 32757

**Loch Leven:**
Loch Leven Homeowners Association, Inc.
6972 Lake Gloria Boulevard
Orlando, Florida 32809
9. **ENTIRE AGREEMENT.**
   This Agreement, including all referenced Exhibits attached 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 effect whatsoever on this Lease Agreement.

10. **MODIFICATION.**
   The Covenants, terms, and conditions set forth in this Agreement may be modified, only by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or conditions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed Instrument shall take precedence.

11. **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.

12. **WAIVER.**
   Failure by 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, condition, or right of election, but same shall remain in full force and effect.

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 and the parties hereby waive their right to trial by jury in any action, proceeding or claim, which may be brought by either of the parties hereto, arising out of this Agreement.

Signatures on Following Page
IN WITNESS WHEREOF, the parties hereto, by their duly, authorized representatives, have executed this Lease Agreement effective the ___ day of ___2019__.

LOCH LEVEN

By: John Bevan, President

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was executed before me this ___ day of ___2019__, by John Bevan, as President of LOCH LEVEN HOMEOWNERS ASSOCIATION, INC. who personally swore or affirmed that he is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced ___driver license___ as identification.

Nancy Povlin
NOTARY PUBLIC, State of Florida

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
Exhibit A
Loch Leven Road System
DATE: November 5, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution No. 2019-175 Bellmore Enterprises Incorporated, Authorizing Task Order for Duct-line Work for the Perc Pond Underground Conversion Project

Introduction:
This is a request for City Council to approve Resolution No. 2019-175, authorizing a Task Order for Bellmore Enterprises Incorporated to perform duct-line work for the Perc Pond Underground Conversion Project.

Discussion:
This project proposes the underground conversion of existing overhead electric distribution three phase circuit located in the rear lots of the Eudora Chase subdivision. The existing overhead configuration has both safety and reliability issues. The overhead phases are “rolled”, so that it is very difficult for the electric crew to identify and validate phasing when performing restoration and/or maintenance activities. Additionally, the overhead circuit is located in the rear lot of residential homes, making it difficult to access during outage restoration. This underground conversion project would eliminate these safety issues and increase reliability to the customers served.

The City’s electric crew would construct this project, utilizing contract services from Bellmore Enterprises Incorporated for installation of the Underground Duct-Line conduit.

Bellmore will utilize services outlined in contract ITB 19-PW-031 Underground Duct-Line Installation Services, approved for conduit installation services beginning October 1, 2019, to include installation of underground conduit by directionally boring 2635 feet, hand trench 635 feet adhering to guidelines contained within their contract.

Budget Impact:
This project was funded at $113,700 and approved in capital improvement plan project 410-5319-563-00.00 EL190 for the FY18-19 budget.

A carryforward request during the second meeting of November will be submitted for your
approval, to amend the FY 19-20 budget. The funds exist with the line item identified in the FY 18-19 budget, since the funds were not expended during the FY 18-19 budget year.

This includes external contract services provided by Bellmore Enterprises Incorporated not to exceed $72,020.

**Strategic Impact:**
Infrastructure – This underground conversion project is critical to improve the Electric infrastructure by undergrounding the lines to increase the reliability of service to Mount Dora Customers, while enhancing the safety in maintenance and operation of the Electric facilities.

**Recommendation** City Council approve Resolution No. 2019-175.

**Attachment(s):**

Prepared by: Zimmerman Wayne, Electric Services Deputy Director
Reviewed by: Steve Langley, Deputy Electric Director Approved - 10/15/2019
Sherry Sutphen, City Attorney Approved - 10/23/2019
Merry Lovern Approved - 10/23/2019
Misty Sommer, Deputy City Clerk Approved - 10/23/2019
Robin R. Hayes, City Manager Final Approval - 10/23/2019
RESOLUTION NO. 2019-175

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THAT TASK AUTHORIZATION WITH BELLMORE ENTERPRISES, INC., FOR THE INSTALLATION OF CONDUIT ALONG MARY LANE; 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 an electric utility for the health, safety and welfare of the public; and

WHEREAS, the City has determined that various sections of its electrical distribution system should be moved underground; and

WHEREAS, Bellmore Enterprises, Inc., is a continuing services contractor of the City pursuant to that Agreement dated September 19, 2019, approved under Resolution 2019-135; and

WHEREAS, the City has determined that it is in its best interest to have Bellmore Enterprises, Inc., complete the necessary conduit installation along Mary Lane.

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 Bellmore Enterprises, Inc., attached hereto as Exhibit “A” is hereby approved. The Mayor to authorized to execute the Task Authorization on behalf of the City.

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 of Mount Dora pertaining to the Task Authorization with Bellmore Enterprises, Inc., for installation of conduit along Mary Lane, 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 5th day of November, 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”
to Resolution 2019-175
Task Authorization with Bellmore Enterprises, Inc.
for installation of conduit along Mary Lane
CITY OF MOUNT DORA
TASK AUTHORIZATION FORM

In accordance with the terms and conditions of the Agreement between Bellmore Enterprises, Inc., (Contractor) and the City of Mount Dora, dated September 19, 2019, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

City Project Manager: Sterling Bagwell
Budget Acct. No.: 410-5319-563-00 EL1902
Contractor: Bellmore Enterprises, Inc.
Contractor Project Manager: Darcy Bellmore

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION AND A CITY PURCHASE ORDER ARE DELIVERED TO THE CONTRACTOR.

SUMMARY OF WORK TO BE COMPLETED
Each Task Authorization package shall include:
- Exhibit A - Scope of Work
- Exhibit B - Price Breakdown
- Exhibit C - Schedule
- Exhibit D - Sub-Contractors

Recommended By: (Department Director)
Print: Wayne Zimmerman
Signature: [Signature] Date: 10-22-2019

Reviewed By: (Purchasing/Finance)
Print: Marline J. Douglas
Signature: [Signature] Date: 10-22-19

Reviewed By: (City Manager)
Print: Josef Grusauskas Sr. Robin Hayes
Signature: [Signature] Date: 10-23-19

CONTRACTOR ACCEPTANCE

CITY APPROVAL

Print Name: Darcy Bellmore
Signature: [Signature] Date: 10-22-19

Print Name:
Signature:
Date:
EXHIBIT A
SCOPE OF SERVICES

Installation of a total of 3,350 feet of conduit by directional bore and hand trench along Mary Lane, as set forth on the attached drawings.
EXHIBIT B
PRICE BREAKDOWN

BELLMORE ENTERPRISES INC

MOUNT DORA - MARY LANE

PROPOSAL

Date: 09/29/2019

BELLMORE ENTERPRISES INC
16019 REDINGTON DRIVE
REDINGTON BEACH, FL 33708
727-224-1584
Customer ID MT DORA

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<td>2 INCH SWEEPS</td>
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<td>1800LB MULETAPE INCLUDED IN ALL INSTALLED PIPE</td>
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Subtotal: $72,020.00
Sales Tax: $325.00
Total: $72,020.00

BELLMORE ENTERPRISES INC
16019 REDINGTON DRIVE REDINGTON BEACH FL 33708
Phone: 727-224-1584 Email BELLMOREINC@AOL.COM
EXHIBIT C
SCHEDULE

Contractor will complete the scope of services set forth in this Task Order within 90 days of the Notice to Proceed issuance.
EXHIBIT D
SUBCONTRACTORS

Contractor is not using Subcontractors to complete this scope of services.
DATE: November 5, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution No. 2019-141, Architectural Design Services -Fire Department: Approval of Agreement

Introduction:
This is a request for City Council to approve Resolution No. 2019-141, authorizing architectural design services agreement for providing professional design services related to the construction of one (1) combined fire station/administration building and two (2) stand-alone fire stations to be located at three separate locations within the City of Mount Dora.

Discussion:
On May 21, 2019, City Council approved staff entering into negotiations with the top-ranked firm as determined by the Evaluation Committee under RFQ 19-PS-017 Architectural Design Services -Fire Department. The top-ranked firm was Architects Design Group (ADG).

Staff has negotiated with ADG for professional architectural design services for a per location cost. The design services include working hand-in-hand with City staff and the successful CMAR firm to develop complete design/construction plans, address potential design conflicts, review and recommend approval of value engineering options, review and recommend approval of possible material and equipment options, etc.

The pricing reflected on the agreement is relative to Phase I only of the multiple design phases. Additional phase costs cannot be determined until the Phase I work is completed. It is the intent of staff to return to City Council for review and possible approval of the additional phases necessary to complete the design for each building/location.

Upon completion of the design/construction plans, ADG will transition into a review and oversight mode working with the successful CMAR to complete the actual construction of each fire station.

Budget Impact:
This work is funded by Bond(s) and Fire Assessment Fees and will use the following GL line
codes:

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Funds were not appropriated within the Fiscal Year 19-20 budget for professional services associated with Fire Station 36, however sufficient funds were appropriated within the capital outlay category (specifically within object code 561-Land), which can be utilized to fund the architectural services for Fire Station 36.

**Strategic Impact:**
This addresses three of the five goals stated in the City's Strategic Plan from July 2017, including accreditation.

Fiscal Objective: Ensure that budget funds are used to provide the greatest possible benefit to the community.
Growth Management Objective: Ensure adequate services are provided and to handle the rapid growth that is imminent for Mount Dora.
Public Safety Objective: Become Accredited Fire Department and improve the City’s ISO rating, which is in alignment with Fire Department's Standards of Cover as adopted by City Council.

**Recommendation** City Council approve Resolution No. 2019-141.

**Attachment(s):**

Prepared by: Marilyn Douglas, Purchasing Manager
Reviewed by: Marilyn Douglas, Purchasing Manager
Josef Grusauskas, Utilities & Plant Operations Director
Chet Cramer, Project Manager
Tim Griner, Fire Chief
Tom Klinker, Finance Director
Sherry Sutphen, City Attorney
Merry Lovern
Misty Sommer, Deputy City Clerk
Robin R. Hayes, City Manager

Approved - 10/4/2019
Approved - 10/7/2019
Approved - 10/7/2019
Approved - 10/7/2019
Approved - 10/22/2019
Approved - 10/29/2019
Approved - 10/29/2019
Approved - 10/29/2019
Final Approval - 10/29/2019
RESOLUTION NO. 2019-141

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR CITY FIRE STATION FACILITIES; 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 has competitively solicited for architectural design services related to the City’s new fire station facilities, pursuant to the City’s Purchasing Policy and RFQ-19-PS-017; and,

WHEREAS, the evaluation committee ranked the proposals during the selection process and Architects Design Group/ADG, Inc., was deemed to be the most responsive, responsible and qualified firm to provide professional architectural design services for the City’s new fire station facilities as contemplated by RFQ-19-PS-017; and,

WHEREAS, negotiations with Architects Design Group/ADG, Inc., were authorized through City of Mount Dora Resolution 2019-60; and

WHEREAS, the City has determined that it is in its best interest to enter into a professional services Agreement with Architects Design Group/ADG, Inc., to provide professional architectural design services for the City’s new fire station facilities as contemplated by RFQ-19-PS-017, under the terms and conditions so negotiated.

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 Architects Design Group/ADG, Inc., attached hereto as Exhibit A, for architectural design services related to the City’s new fire station facilities is hereby approved. The Mayor is hereby authorized to execute the Agreement on behalf of the City.
SECTION 3. Implementation of 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 Agreement with Architects Design Group/ADG, Inc., for architectural design services related to the City’s new fire station facilities, 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 5th day of November, 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 G. Sutphenn
City Attorney

Resolution No. 2019-141
2 of 3
Exhibit A
Agreement with Architects Design Group/ADG, Inc., for architectural design services related to the City’s new fire station facilities
PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF MOUNT DORA, FLORIDA

AND

ARCHITECTS DESIGN GROUP/ADG, INC.

FOR

DESIGN OF FIRE STATIONS AND ASSOCIATED FACILITIES

PURSUANT TO RFQ-19-PS-017
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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the City of Mount Dora, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757 hereinafter referred to as the “CITY” and Architects Design Group/ADG, Inc., 333 N. Knowles Avenue, Winter Park, Florida 32789, hereinafter referred to as the “CONSULTANT”.

WITNESSETH

WHEREAS, the CITY competitively solicited for professional architectural design services for City of Mount Dora Fire Station #34, associated fire department facilities and necessary future fire department facilities pursuant to the CITY’s Purchasing Policy and RFQ-19-PS-017; and

WHEREAS, the CONSULTANT submitted the most responsible and advantageous response to RFQ-19-PS-017; and,

WHEREAS, the CITY authorized negotiations with the CONSULTANT through City of Mount Dora Resolution 2019-60; and

WHEREAS, the CONSULTANT has certified to the CITY that it has been granted and possesses all necessary, valid and current licenses to do business in the State of Florida and in Lake County, Florida, issued by the respective government agencies responsible for regulating and licensing the services to be provided and performed by the CONSULTANT pursuant to this Agreement; and

WHEREAS, the CONSULTANT has reviewed the professional services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such professional services in accordance with the provisions, conditions and terms hereinafter set forth.

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

ARTICLE 1.0 - DEFINITIONS
The following are definitions for the terms as associated with this Agreement, whether capitalized or uncapsualized herein, and are provided to establish a common understanding between the parties regarding the intended usage, application and interpretation of same.

1.01 “ADDITIONAL SERVICES” - Additional services shall mean any professional services which are not included within the scope of services set forth in Article 2.00, which are included within the additional services set forth in Article 4.00 or which may from time to time be requested by the CITY.

1.02 “AGREEMENT” - As it relates to the requirement of the work contemplated herein, this Agreement shall include Exhibits “A”, “B”, “C”, “D”, “E”, any other documentation by specific reference and any Amendment hereto and shall constitute the entire Agreement or
understandings, written or oral, relating to the matters set forth herein. Any prior Agreements entered into by the parties hereto for other services shall not be affected by this Agreement nor shall they have any affect, whatsoever, on this Agreement. To the extent of any conflict between the terms and conditions of this Agreement or any Exhibit, attachment or other referenced documentation, the terms and conditions of this Agreement shall prevail.

1.03 “AMENDMENTS” - Amendments shall mean any additions, modifications, or alterations made to this Agreement. All Amendments shall be made in writing.

1.04 “CITY” - CITY means the CITY OF MOUNT DORA, a Municipal Corporation of the State of Florida, and any official and/or employee thereof who is duly authorized to act on the CITY’s behalf, relative to this Agreement.

1.05 “CONSULTANT” - Consultant shall mean the individual or firm offering professional services, who has executed this Agreement, and who is legally obligated, responsible, and liable for providing and performing any and all services required under the covenants, terms, and provisions contained herein and any and all Amendments hereto. Any reference hereinafter made to the CONSULTANT shall also include any employees of the CONSULTANT, as well as any sub-consultants, sub-contractors or employees thereof, who are engaged by the CONSULTANT for the purpose of performing professional services pursuant to this Agreement.

1.06 “PARTIES” - Reference to the “parties” shall collectively include the CITY and the CONSULTANT.

1.07 “PROFESSIONAL SERVICES” - Professional Services (with or without capitalization) include all services, work, materials and other professional, technical and administrative activities as set forth herein, which are necessary to be provided and performed by the CONSULTANT, its employees, any and all sub-consultants, and any and all sub-contractors the CONSULTANT may engage to provide, perform, and complete the services required pursuant to the covenants, terms, and provisions contained herein.

1.08 “PROJECT MANAGER” - The CITY PROJECT MANAGER shall mean the City Manager, or a designee thereof. The CITY PROJECT MANAGER shall be responsible for acting on behalf of the CITY to administer, coordinate, interpret, and otherwise manage the contractual provisions and requirements as set forth in this Agreement and/or any Amendment(s) hereto. The CITY PROJECT MANAGER shall also serve and act on behalf of the CITY to provide direct contact and communication between the CITY and the CONSULTANT, providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the CONSULTANT, pursuant to this Agreement and/or any Amendment(s) hereto. The CITY PROJECT MANAGER shall also review and approve any and all requests submitted by the CONSULTANT for payment of services performed pursuant to this Agreement.

1.09 “NOTICE OF ACCEPTANCE” - Notice of Acceptance shall mean the written document issued by the CITY PROJECT MANAGER to the CONSULTANT verifying the
Professional Services have been completed and accepted. This Notice shall be provided to the CONSULTANT by Certified Mail.

1.10 “NOTICE TO PROCEED” - A written Notice to Proceed (NTP) will be issued by the CITY PROJECT MANAGER following the execution of this Agreement and upon receipt of the CONSULTANT’s insurance certificates and other required documentation. The CONSULTANT shall only be authorized to commence work after issuance of the NTP.

1.11 “SECOND COST” - Second cost shall mean the cost of building something once correctly subtracted from the cost of doing it incorrectly, due to a design error, omission or lack of required direction. This includes any cost necessary to correct the construction done incorrectly, including but, not limited to all labor materials needed to remove the incorrect construction and execute the correct design.

ARTICLE 2.00 – SCOPE OF PROFESSIONAL SERVICES
The CONSULTANT hereby agrees to provide and perform the professional services, to the satisfaction of the CITY, as set forth in the PROJECT DESCRIPTION AND SCOPE OF PROFESSIONAL SERVICES attached hereto as Exhibit “A”, as the same may be amended from time to time.

ARTICLE 3.00 - TERM
The term shall begin on the date of execution by the CITY and shall expire upon completion and acceptance of the tasks set forth in Exhibit “A” as evidenced by a written Notice of Acceptance issued by the CITY PROJECT MANAGER to the CONSULTANT.

ARTICLE 4.00 - OBLIGATIONS OF THE CONSULTANT
The obligations of the CONSULTANT, with respect to the services provided herein, shall include, but are not limited to, the following:

4.01 LICENSES
The CONSULTANT agrees to obtain and maintain, throughout the term of this Agreement, and/or any Amendment(s) hereto, all licenses required to do business in the State of Florida and the Lake County, including, but not limited to, licenses required by any state boards or other governmental agencies responsible for regulating and licensing the professional services provided and performed by the CONSULTANT pursuant to this Agreement.

4.02 PERSONNEL
(1) Qualified Personnel - The CONSULTANT agrees to employ and/or retain only qualified personnel where Florida law requires a license, certificate of authorization or other form of legal entitlement to practice such services.

(2) CONSULTANT’s Project Manager - The CONSULTANT agrees to employ and designate a qualified professional to serve as its Project Manager. The CONSULTANT’s Project Manager shall be authorized to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the professional services to be provided and performed pursuant to this Agreement and/or any Amendment(s) hereto. The CONSULTANT’s
Project Manager shall have full authority to bind and obligate the CONSULTANT on any matter arising under this Agreement, and/or any Amendment(s) hereto. The CONSULTANT agrees that its Project Manager shall devote whatever time is required to satisfactorily manage the professional services of the CONSULTANT throughout the entire term of this Agreement, and/or any Amendment(s) hereto. The person or individual selected by the CONSULTANT to serve as its Project Manager is subject to prior approval and acceptance by the CITY.

(3) Removal of Personnel - The CONSULTANT agrees to promptly remove and replace the CONSULTANT’s Project Manager or any other individual in its employ, including sub-consultant(s) or employees thereof, who are engaged by the CONSULTANT to perform professional services pursuant to this Agreement, and/or any Amendment(s) hereto, if the CITY requests, with or without cause, that any such individual cease performance of any work under this Agreement.

(4) Consistency - CONSULTANT’s personnel assigned to the CITY’s project shall remain assigned to the CITY’s project, so long as employed by the CONSULTANT, in the capacity necessary to fulfill the scope of this Agreement. Any changes in personnel must be approved in writing by the CITY, in the sole discretion of the CITY.

4.03 STANDARDS OF PROFESSIONAL SERVICE
The CONSULTANT agrees to provide and perform the professional services set forth in this Agreement, or any Amendment(s) hereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and policies of any governmental agencies which may regulate or have jurisdiction over the professional services to be provided and/or performed by the CONSULTANT pursuant to this Agreement.

4.04 INDEMNIFICATION
The CONSULTANT 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 CONSULTANT, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONSULTANT 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 CONSULTATION, 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.

4.05 NOT TO DIVULGE CERTAIN INFORMATION
During the term of this Agreement and forever thereafter, the CONSULTANT agrees not to divulge, furnish, or make available to any third party, without the express written permission of the CITY, any non-public information where such information has not been properly subpoenaed
concerning the services rendered by the CONSULTANT. All public information request shall be
coordinated by the CITY.

4.06 ADDITIONAL SERVICES
The CITY may request that CONSULTANT provide and perform additional professional
services related to the CITY’s project, which were either not contemplated by the parties and
provided for in Exhibit “A” or which are set forth in the ADDITIONAL SERVICES document
attached hereto as Exhibit “B”. Said additional services may be added at a later date, upon written
Amendment to this Agreement executed by both parties hereto. Such additional services shall
constitute a continuation of the professional services covered under this Agreement and shall be
provided and performed in accordance with the covenants, terms, provisions and professional
standards set forth herein.

4.07 INDEPENDENT CONSULTANT
This Agreement does not create an employee/employer relationship between the parties. It
is the parties’ intention that the CONSULTANT, 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 CONSULTANT will retain sole and absolute discretion in the judgment of
the manner and means of carrying out the CONSULTANT’s activities and responsibilities
hereunder.

4.08 USE OF SUB-CONSULTANTS
Sub-consultants and/or sub-contractors shall mean any individual or firm who offers
professional services to the CONSULTANT, so as to assist in providing and performing the
professional services, work and materials for which the CONSULTANT is contractually obligated,
responsible and liable to provide and perform under this Agreement and/or any Amendment(s)
hereto. The CITY shall not be a party to, held responsible or liable for, or assume any obligation
whatsoever for any provision under any other agreement entered into by the CONSULTANT and
any and all sub-consultants and/or sub-contractors. In providing and performing the services and
work required under this Agreement, the CONSULTANT agrees to obtain assistance from only
those sub-consultants, as set forth in Exhibit “C”.

4.09 CONSTRUCTION DOCUMENTS
(1) CONSULTANT agrees to issue conformed documents as necessary to provide
clear and concise documents to the CITY for constructability at no additional cost.

(2) All revisions to construction documents shall be tracked on the documents by the
CONSULTANT, providing, at a minimum, the last 5 revisions, the date of revision and a brief
description of the revision.
4.10 SECOND COST FROM ERRORS OR OMISSIONS
CONSULTANT agrees to be both financially and professionally responsible for all cost and efforts associated with Second Cost expenses to the CITY as a result of services provided under this Agreement.

ARTICLE 5.00 - OBLIGATIONS OF THE CITY
The obligations of the CITY, with respect to the services provided herein, shall include the following:

5.01 AVAILABILITY OF CITY INFORMATION
At the CONSULTANT’s request to the CITY PROJECT MANAGER, the CITY agrees to make available all pertinent information, known by the CITY to be available, so as to assist the CONSULTANT in providing and performing the professional services required hereunder. Such information may include, but not be limited to, the following: previous reports, plans, drawings, specifications, maps or other related data, and any documents prepared by others for the CITY. The CONSULTANT shall be entitled to reasonably rely on the accuracy and completeness of such information; however, the CITY shall not be required to hire additional consultants for professional evaluation or to draw conclusions on information provided.

5.02 AVAILABILITY OF CITY’S DESIGNATED REPRESENTATIVES
The CITY agrees that its PROJECT MANAGER shall be available within a reasonable period of time, with prior reasonable notice given by the CONSULTANT, to meet and/or consult with the CONSULTANT on matters pertaining to the professional services to be provided hereunder. The CITY further agrees that its PROJECT MANAGER shall respond, within a reasonable period of time, to written requests submitted by the CONSULTANT.

5.03 ACCESS TO CITY PROPERTY
The CITY agrees, upon request by the CONSULTANT to the CITY’s PROJECT MANAGER, to provide access to CITY property, facilities, buildings and structures, within a reasonable amount of time after such request, in order to enable the CONSULTANT to provide and perform the required professional services under this Agreement. Such rights of access shall not be exercised in such a manner, or to such an extent, as to impede or interfere with CITY operations, or the operations carried on by others under a lease, or other contractual arrangement with the CITY, or in such a manner as to adversely affect the health and safety of the public. Such access is not required to be within the CONSULTANT’s normal office work days and/or work hours.

ARTICLE 6.00 - COMPENSATION AND METHOD OF PAYMENT

6.01 COMPENSATION AND METHOD OF PAYMENT
For the professional services performed by the CONSULTANT pursuant to this Agreement, the CITY hereby agrees to pay the CONSULTANT in accordance with the provisions set forth by Florida Statutes, Section 218.70, Florida’s Prompt Payment Act, and the schedule and provisions as set forth in PROFESSIONAL FEE ALLOCATION, attached hereto as Exhibit “D”
6.02 PAYMENT WHEN SERVICES ARE TERMINATED

(1) In the event of termination of this Agreement by the CITY and not due to the fault of the CONSULTANT, the CITY shall compensate the CONSULTANT for all services performed prior to the effective date of termination and the permitted costs related to the performance of such services.

(2) In the event of termination of this Agreement due to the fault of the CONSULTANT or at the written request of the CONSULTANT, the CITY shall compensate the CONSULTANT 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 and the permitted costs related to the performance of such services. Any such payments shall be subject to a set-off for any damages incurred by the CITY resulting from delays occasioned by the termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONSULTANT.

6.03 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the CITY suspends the professional services required to be performed by the CONSULTANT pursuant to this Agreement, the CITY shall compensate the CONSULTANT for all services performed prior to the effective date of suspension and shall pay the permitted costs related to the performance of such services.

6.04 NON-ENTITLEMENT TO ANTICIPATED FEES

In the event the professional services to be performed under this Agreement are terminated, eliminated, canceled or decreased due to (a) termination; (b) suspension, in whole or in part; or (c) modification by the subsequent issuance of an Amendment, the CONSULTANT shall not be entitled to receive compensation for anticipated professional fees, profit, general and/or administrative overhead expenses or for any other anticipated income or expenses.

ARTICLE 7.00 - FUND AVAILABILITY

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 the use of the CONSULTANT for any work which may fall within the scope of services listed herein.

ARTICLE 8.00 - TIME AND SCHEDULE OF PERFORMANCE

8.01 TIME IS OF THE ESSENCE

Upon receipt of the Notice to Proceed from the CITY Project Manager, the CONSULTANT shall commence work promptly and shall carry on all such services as may be required hereunder in a continuous, diligent and forthright manner. In providing the professional services contemplated by this Agreement, the CONSULTANT shall follow the PROJECT SCHEDULE attached hereto as Exhibit “E” as the same may be amended from time to time. The timely performance and completion of the professional services is vitally important to the CITY. Time is of the essence for all of the duties and obligations contained in this Agreement, and/or any Amendment(s) hereto.
8.02 TIMELY ACCOMPLISHMENT OF SERVICES
The timely and expeditious completion by the CONSULTANT of all professional services provided under this Agreement, and/or any Amendment(s) hereto, is expected. The CONSULTANT agrees to employ an adequate number of personnel throughout the term of this Agreement, and/or any Amendment(s) hereto, so that all professional services can be provided, performed and completed in a timely and expeditious manner in accordance with the PROJECT SCHEDULE. Should the CONSULTANT not be able to complete the professional services in accordance with Exhibit “E”, the CONSULTANT shall provide the CITY PROJECT MANAGER a revised schedule and narrative indicating the reasons for the delay within a reasonable period of time prior to the expiration date of the original schedule. The CITY PROJECT MANAGER shall review this information and either approve the revised schedule as submitted or provide a written response indicating the deficiencies in the schedule. Once the revised schedule has been approved by the CITY PROJECT MANAGER, it shall then become the schedule for the project as referenced in this ARTICLE 8.00. Requests for changes to Exhibit “E” that are denied by the CITY PROJECT MANAGER may be proposed as an Amendment to the Agreement and shall become effective if approved and executed as such by both of the parties.

8.03 FAILURE TO PERFORM IN A TIMELY MANNER
Should the CONSULTANT fail to commence, provide and/or perform any of the professional services required pursuant to this Agreement in a timely, continuous, diligent, professional and expeditious manner, the CITY may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 9.00 - CONFLICT OF INTEREST
The CONSULTANT represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further agrees that no person having any such conflict of interest shall be employed or engaged by the CONSULTANT for performance hereunder. If the CONSULTANT, for itself and on behalf of its sub-consultants, is about to engage in the representation of another client, who it in good faith believes could result in a conflict of interest with the services being rendered pursuant to this Agreement, then the CONSULTANT shall promptly bring such potential conflict of interest to the CITY's attention in writing. The CITY will make a determination in a timely manner. Upon determination that there is a conflict of interest, the CITY will submit written notice of same to the CONSULTANT and the CONSULTANT shall decline the new representation. If the CITY determines that there is not any such conflict, then the CITY shall give its written consent to such representation. If CONSULTANT accepts such a representation without obtaining the CITY's prior written consent, and if the CITY subsequently determines that there is a conflict of interest, the CONSULTANT agrees to promptly terminate such new representation. The CONSULTANT shall require each sub-consultant to comply with the provisions of this Section. Should the CONSULTANT fail to advise or notify the CITY, as provided herein, of representation which may, or does, result in a conflict of interest, or should the CONSULTANT fail to discontinue such representation where a conflict is determined to exist, the CITY may consider such failure as justifiable cause to terminate this Agreement.
ARTICLE 10.00 - ASSIGNMENT OR TRANSFER
Any assignments or transfers of rights, benefits, or obligations hereunder shall only be allowed if approved as an Amendment to this Agreement executed by both parties.

ARTICLE 11.00 - APPLICABLE LAW, VENUE AND JURY TRIAL
This Agreement shall be governed by the ordinances of the City of Mount Dora and Lake County, as applicable, and the laws of the State of Florida. 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.

ARTICLE 12.00 - WAIVER OF BREACH
Waiver by the CITY of a breach of any provision of this Agreement by the CONSULTANT shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00 - INSURANCE COVERAGE

13.01 GENERAL REQUIREMENTS
(1) The CONSULTANT shall not commence any work in connection with this Agreement until it has obtained the types of insurance, as specified hereunder, and such insurance has been approved by the CITY's Risk Management Department.

(2) The CONSULTANT shall ensure that any sub-contractor(s), hired to perform any of the work under 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.

(3) All insurance policies shall be with insurers qualified and licensed to conduct business in the State of Florida.

(4) The CONSULTANT 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:

A. AUTOMOBILE:
   i. Combined Single Limit: $300,000 per accident,

   OR

   ii. Bodily Injury: $300,000 per person,

   AND

   Property Damage: $100,000 per accident;
B. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

C. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00);

D. EXCESS COVERAGE: One Million Dollars ($1,000,000.00); and,

E. 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.

**13.02 CONSULTANT REQUIRED TO FILE INSURANCE CERTIFICATE(S)**

1. The CONSULTANT shall maintain all such insurance certificates and related documentation as required under this Agreement. Failure of the CONSULTANT to maintain such certificates and documents and submit proof of same to the COUNTY within fifteen (15) calendar days from the date of execution of this Agreement, shall be considered cause for the COUNTY to cancel this Agreement and rescind its action to engage the CONSULTANT. Before the COUNTY shall provide the CONSULTANT with written Notice to Proceed, and before the CONSULTANT shall commence any service or work under this Agreement, the CONSULTANT shall obtain and maintain insurance coverage of the types stated in this Article 13.00.

2. 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:

   A. The name of the insured CONTRACTOR,
   B. The specified job by name and job number,
   C. List the “CITY OF MOUNT DORA” as a Certificate Holder,
   D. Recognizes the Indemnification requirements of this Agreement.
   E. The name of the insurer,
   F. The number of the policy,
   G. The effective date,
   H. The termination date,
   I. 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.

3. Each Certificate of Insurance shall be accompanied by documentation that is acceptable to the CITY, establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of the insurance company, underwriting the insurance coverage, as indicated on each Certificate of Insurance.

4. If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the CONSULTANT shall furnish to the
CITY, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the CONSULTANT to provide the CITY with such renewal certificate(s) shall be considered justification for the CITY to terminate this Agreement.

(5) 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 hereunder, does not constitute a waiver of the CONSULTANT’s obligation to fulfill the insurance requirements specified herein.

(6) The CITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy secured by CONSULTANT for any of its sub­contractors. The payment of such deductible shall be the sole responsibility of the CONSULTANT and/or its sub-contractors providing such insurance.

ARTICLE 14.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

The duties and obligations imposed on the CONSULTANT and the rights and remedies available hereunder, shall be in addition to, and not a limitation on, any such duties and obligations or rights and remedies otherwise imposed or available by law or statute.

ARTICLE 15.00 - REPRESENTATION OF THE CITY

The CONSULTANT, in performing the professional services required pursuant to this Agreement, and/or any Amendment(s) hereto shall only represent the CITY in the manner, and to the extent, as specifically set forth in this Agreement, and/or any Amendment(s) hereto. The CITY will neither assume or accept any obligation, commitment, responsibility or liability which may result from a representation by the CONSULTANT which is not specifically provided for and or authorized by this Agreement and/or any Amendment(s) hereto.

ARTICLE 16.00 - 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.

ARTICLE 17.00 - HEADINGS

The headings of any Articles, Sections and/or Attachments to this Agreement, are for convenience only and shall not be deemed to expand, limit, or change any of the provisions contained herein.

ARTICLE 18.00 - OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and any other records or data specifically prepared for and developed by the CONSULTANT pursuant to this Agreement, shall be the property of the CONSULTANT until the CONSULTANT has been paid for performing such services as required to produce such documents. The CONSULTANT shall submit reports and other documents, to the extent directed by the CITY, in the format as specified in Exhibit “A”. Upon the natural expiration or termination of this Agreement, all such documents shall be promptly delivered to and become the property of the CITY. The CONSULTANT, at its expense, may retain copies of all documents generated pursuant to this Agreement, which have been delivered to the CITY, for reference and internal use. The CONSULTANT shall not use any documents,
data and/or information generated by virtue of this Agreement on any other project or for any other client without the express written permission of the CITY.

ARTICLE 19.00 - NOTICE AND ADDRESS OF RECORD

19.01 NOTICES BY CONSULTANT TO CITY
All notices to the CITY pursuant this Agreement shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following address of record:

CITY OF MOUNT DORA
510 N. Baker Street
Mount Dora, Florida 32757
ATTENTION: Chett Cramer, Project Manager

19.02 NOTICES BY CITY TO CONSULTANT
All notices to the CONSULTANT pursuant to this Agreement shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following address of record:

Architects Design Group/ADG, Inc.
333 N. Knowles Avenue
Winter Park, Florida 32789
ATTENTION: ___________________________

19.03 CHANGE OF ADDRESS OF RECORD
Either party may change its address of record, at any time, by written notice to the other party given in accordance with the requirements as set forth in this Article 19.00.

ARTICLE 20.00 - TERMINATION

20.01 GENERAL PROVISIONS
This Agreement may be terminated by the CITY or the CONSULTANT, with or without cause, by giving thirty (30) days written notice to the other party.

20.02 TERMINATION DUE TO BANKRUPTCY OR INSOLVENCY
If the CONSULTANT 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 CONSULTANT shall be appointed in any proceeding brought by or against the CONSULTANT, or if the CONSULTANT shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONSULTANT’s operations of the premises, the CITY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.
20.03 CONSULTANT TO DELIVER MATERIAL
Upon termination for any reason, the CONSULTANT shall promptly deliver to the CITY all documents, papers, drawings, models or any other materials to which the CITY has exclusive rights by virtue of this Agreement.

ARTICLE 21.00 - AMENDMENTS
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.

ARTICLE 22.00 - 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.

ARTICLE 23.00 - ACCEPTANCE
Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties hereto, in the space provided, and be attested to as indicated.

ARTICLE 24.00 - PUBLIC ENTITY CRIMES
As required by Section 287.133, Florida Statutes, the CONSULTANT warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONSULTANT 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.

ARTICLE 25.00 - EQUAL-OPPORTUNITY EMPLOYER
The CONSULTANT is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONSULTANT will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

ARTICLE 26.00 - 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.
ARTICLE 27.00 - 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.

ARTICLE 28.00 - AUDITING, RECORDS AND INSPECTION
In the performance of this Agreement, the CONSULTANT 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 CONSULTANT, 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 CONSULTANT 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.

ARTICLE 29.00 - PUBLIC RECORDS
(1) 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:

CITY CLERK: GWEN JOHNS
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
JOHNSG@CITYOFMOUNTDORA.COM

(2) CONSULTANT agrees to comply with public records laws, specifically to:

A. Keep and maintain public records required by the CITY to perform the services set forth herein.
B. 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.
C. 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 CONSULTANT does not transfer the records to the CITY.

D. Upon completion of the contract, 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 services set forth herein. If the CONSULTANT transfers all public records to the CITY upon completion of the contract, 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 the contract, 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.

ARTICLE 30.00 - PROHIBITION AGAINST CONTINGENT FEES
The CONSULTANT warrants that he/she 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 he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

ARTICLE 31.00 - SOVEREIGN IMMUNITY
The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount, set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

ARTICLE 32.00 - EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)
In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order U-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify
to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov IE-Verify.

ARTICLE 33.00 - SCRUTINIZED COMPANIES
By execution of this Agreement, CONSULTANT hereby certifies that it is not on the scrutinized companies list. This Agreement may be terminated by the CITY, without penalty to the CITY: i) in the event that the CONSULTANT is put on the scrutinized companies list prohibited by Florida Statutes, Section 287.135, or ii) if the CITY determines that the CONSULTANT falsely certified to the CITY that the CONSULTANT is not listed as a scrutinized company. Exemptions and additional penalties shall be as set forth in Florida Statutes, Section 287.135.

ARTICLE 34.00 - TRUTH IN NEGOTIATION CLAUSE
By execution of the Agreement, CONSULTANT hereby certifies that, in accordance with Florida Statutes, Section 287.055(5)(a), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the CITY may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the CITY determines the Agreement price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within 1 year following the end of the Agreement.

(Signatures on the 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

CONSULTANT

________________________________________
Print: SUSAN C. GANTT
Title: SENIOR VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was executed before me this 29th day of October, 2019, by ____________________, as ____________________ of Architects Design Group/ADG, Inc., 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.

______________________________
Nicole M. Hevix
NOTARY PUBLIC
Exhibit “A”
Project Description and Scope of Professional Services

General Description:

The project, and related Scope of Services, is generally described as a Spatial Needs Assessment, Site Analysis, Master Planning, Conceptual Building Design, Community Outreach Program Implementation (if requested), Design/Engineering for the following Mt. Dora entities:

- Combined Fire Station #34 / Fire Department Administration Building
- Future Facilities (TBD)

The Phases of Services are herein identified as follows:

1. **Project Kick-Off:**
   
   1.1 The Consultant shall participate in an initial meeting, with Fire Department and the City’s Project Management Team, or any other stakeholders identified by the City, to review the proposed project and to establish project schedules for specific tasks.

2. **Phase I-A: Detailed Spatial Needs Assessment:**

   2.1 The Consultant shall conduct an analysis of the routine operations of the identified entities in order to fully understand their function, operations and the respective interaction, relationship, adjacency priorities, and potential of joint use facilities.

   2.2 A Spatial Needs Assessment shall then be conducted, providing documentation as to current and future needs; future need being defined as those anticipated for the years 2030 and 2040, and the current need being defined as the year 2020. The process for obtaining this information shall consist of a two-part effort; a detailed questionnaire and on-site interviews with the staff of the various entities, as noted above.

   The questionnaire shall relate to such information as:

   - 2.2.1 Historical, Current and Projections for Future Staffing Levels.
   - 2.2.2 A Detailed Mission Statement.
   - 2.2.3 Departmental Organizational Charts.
   - 2.2.4 An Assessment of Requested Spaces.
   - 2.2.5 A Definition of Functional Inter-Relationships.
   - 2.2.6 Documentation of Specialized Equipment.
   - 2.2.7 Documentation as to relationship to other Departments.

   2.3 The Consultant, as a part of this phase, shall consider and provide documentation to the extent possible, current and future staffing level projections and their spatial need impact upon future needs of facilities.
2.4 Based upon the recommendations related to facility size(s), the Consultant shall identify the land area needed for the building, associated parking and related site requirements, such as stormwater retention, parking areas, landscape requirements, infrastructure improvements, secure storage for City vehicles, equipment and apparatus, and building setback requirements.

2.5 The Consultant shall research and provide information relative to identifying potential supplemental grant funding sources, noting entities which provide funds for projects of the type envisioned for the City.

2.6 The Consultant will provide a Preliminary Spatial Needs Assessment at the conclusion of this Phase.

3. Phase I-B: Site(s) Analysis and Master Planning:

3.1 The City shall submit to the consultant, any existing documentation relative to the proposed site that has been previously identified and investigated. Based upon the site size determined to be necessary, as identified within the Spatial Needs Assessment, and with the direct input of the City, the Consultant shall assist in the development of outlining the site characteristics of site.

3.2 The Consultant shall then conduct an evaluation of the City’s parcel(s) utilizing nationally recognized criteria. The Consultant shall prepare, and distribute to the appropriate City personnel, a detailed form for evaluation by the City as well as the Consultants/Consultants.

3.3 Items to be considered will include:

3.3.1 Ability of the site to accommodate appropriate public and staff parking.
3.3.2 Evaluation of property relative to a 100-year storm.
3.3.3 Identification of potential hazards.
3.3.4 Ability and estimated cost to acquire adjacent parcels if deemed necessary and/or appropriate.
3.3.5 Guidelines for the abandonment of right-of-way and/or roadways which may become internal to the site, or the establishment of an emergency vehicle ingress/egress easement through the adjacent properties to allow for a second means of access to a larger, more substantially constructed roadway.
3.3.6 Appropriateness (capacity) of existing utilities, such as power, gas, water, sewer, fiber optics, etc.
3.3.7 The ability of the site to accommodate the space needs of the Fire Department, both in terms of current needs (year 2020) and future needs (year 2030 and 2040).

3.4 Obtain, to the extent possible, historical and current aerial photographs of the properties, the purpose being to illustrate previous site utilization.
3.5 Based upon the information assembled and documented, the Consultant shall prepare a written report noting the information herein contained and make a specific recommendation as to the appropriateness of the property. Eight (8) copies of this report shall be provided to the City. The Consultant shall make one (1) in-person presentation of this report to the City Council or City Manager.

3.6 Based upon the information obtained during development of the Spatial Needs Assessment, the Consultant shall participate in a meeting(s) with representatives of the Client to initiate the Master Planning effort. The premise of this meeting shall be to obtain consensus as to the appropriate land utilization of the designated property and the proposed facility, as well as future expansion requirements.

3.7 Based upon the adopted Development Alternative, the Consultant shall prepare a Master Plan Document of the selected site, illustrating:

3.7.1 Proposed land utilization of the selected site.
3.7.2 Location and general configuration of “current need” facilities.
3.7.3 Areas of potential expansion for future need.
3.7.4 Location of vehicles access and egress, both staff and public.
3.7.5 Pedestrian areas and site circulation.
3.7.6 Vehicle Parking Areas (Staff, Public).
3.7.7 Area(s) designated for stormwater detention.
3.7.8 Required Standoff Distances

3.8 The Consultant shall then prepare a final Master Planning Drawing illustrative of the proposed recommended solution and present same to the staff of the City. These documents may then, upon direction by the City Administration, be the focal point of a public outreach program with the purpose of explaining the importance of the project to the local landowners and the community at large.

3.9 If requested, the design team will procure, on behalf of the City, a boundary and topographic survey of the City-owned property(s) for the use of site engineering for the proposed Fire Department facilities. This service is provided to the City with the understanding and agreement that the Architect shall have no liability for said services.

3.10 This phase shall result in a detailed report, which shall contain the following components:

3.10.1 Fire Department Program Requirements.
3.10.2 Exterior Facilities (If Requested).
3.10.3 Joint-use / Shared Facility Opportunities.
3.10.4 Development Options.
3.10.5 Estimates of Probable Development Costs.
3.10.6 Phasing Plan(s).
3.10.7 Analysis and Identification of all pertinent regulatory requirements; including design standards and requirements stipulated by grant agreements.

3.10.8 Analysis and Identification of recommended green building elements.

3.11 The final report shall contain recommendations relative to potential solutions and shall include up to three (3) alternative development options as to the size and associated potential costs of each such alternative. This report shall be issued to the City’s Project Management Team for review and consideration, and subsequently, upon the City’s direction, to the Mt. Dora City Council at a public meeting and/or Council Workshop.

4. Phase I-C: Conceptual Building Design:

The Consultant will prepare conceptual design documents consisting of preliminary elevations and illustrating the following items:

4.1 Confirm the site development layout illustrating parking areas, vehicular/pedestrian circulation, public/private zones, site utility considerations, future expansion, etc.

4.2 Provide block diagram of major programmed spaces showing functional relationship.

4.3 Provide building size/shape configuration showing major entry points.

4.4 Provide graphic representation of proposed exterior building envelope components.

4.5 Provide list of proposed energy efficient systems/building components.

4.6 Provide optional solutions if necessary, to address identified constraints.

4.7 Design concepts / components driven by required design criteria (FEMA 361, wind speed, wave height / impact, etc.

5. Phase I-D: Community Outreach Program (If Requested):

5.1 If requested, the design team, in association with the City, shall participate in up to three (3) community outreach meetings or workshops, in an effort to present the proposed project to the citizens of Mt. Dora. The meetings/presentations shall be conducted by a minimum of two (2) design team members.

6. Phase I-E: Estimate of Probable Development Costs:

6.1 The Consultant shall prepare an Estimate of Probable Development Costs that will identify site development costs, building construction costs, preliminary technology needs costs, and project-specific “soft costs” for the City’s budgetary considerations.

7. Schedule:
7.1 Pre-Design Planning Phases ......................................................... 3 months
    7.1.1 Spatial Needs Assessment
    7.1.2 Site Analysis and Master Planning
    7.1.3 Conceptual Building Design
Exhibit "B"
Additional Services

1. **Additional Services:**

   The Architect, or his consultants, shall provide the following additional services if requested:

   1.1 **Interior Design:**

      1.1.1 Interior design services related to the programming, conceptual design, bidding and supervision of installation of furnishings. The Fee for this service is identified in Exhibit "D".

      1.1.2 Services related to the inventory of existing furnishings and equipment shall be provided billable on an hourly basis, utilizing the rate schedule identified in Exhibit "D", or at an agreed upon fixed fee amount. Said services are to be provided only when specifically requested by the Client in writing.

   1.2 **Off-Site Civil Engineering:**

      Upon acceptance of the Conceptual Site Plan, if off-site services engineering are required, a scope of work shall be established. Work typically identified as the Scope of Services for Civil Engineering is construction falling outside the property lines or within on-site easements and/or the relocation of existing utilities. The Professional fee shall be agreed upon by the Client, the Architect and Civil Engineer based upon a defined Scope of Services.

   1.3 **Landscape Architectural Services:**

      Landscape Architectural Services shall be provided by a registered Landscape Architect, selected by the Architect, to provide the Scope of Services to be defined by the accepted Master Site Plan. The Professional Compensation Fees for these services shall be as noted in Exhibit "D".

   1.4 **Site and Building Identification/Graphic Design:**

      Provide graphic design services associated with the design and construction administration of building identification, graphics and signage.

   1.5 **Professional Liability Insurance:**

      The Design Team shall maintain, during the term of this agreement, Professional Liability Insurance providing coverage for errors and omissions in the amount of $2,000,000.00. The Architect shall provide the Client with a certificate showing such coverage and providing that the insurance will not lapse or be canceled except upon thirty (30) days written notice to the Client. As compensation for the cost of such insurance, the Client will pay the Architect a value equating to 4% of the total Architectural and Engineering fee, excluding fees for the Building Program Verification, Master Planning, Preliminary Site Analysis, and
Reimbursable Expense Allowance. The Professional Compensation Fees for these services shall be as noted in Exhibit “D”.

1.6 **Permitting Coordination Services:**
The Architect shall provide permitting coordination services as follows:

1.6.1 Define all permits and/or review agency requirements and provide a graphic chronological assessment.
1.6.2 Prepare and/or coordinate the permitting applications and make the submittals in a timely manner and in accordance with the schedule to be submitted by the Architect upon execution of this agreement by the Client.
1.6.3 Monitor the permitting process and provide written progress reports to the Client.
1.6.4 The Professional Fee for permitting associated with site and facilities shall be as noted in Exhibit “D”.

1.7 **Facility Energy Analysis:**
The Architect shall prepare Supplementary Design Documents as to permit the accomplishment of a detailed energy analysis, to be conducted by an appropriate entity with expertise in providing this service. The purpose of the analysis shall be to maximize energy efficient systems, including insulation, fenestration and similar passive energy applications, to the extent allowable by the project construction budget. This service will be required if the Client elects to pursue LEED certification for the proposed project. Services Fee shall be as noted in Exhibit “D”. This is also a newly required service to meet the updated State of Florida Energy Code Permitting Requirements.

1.8 **Facility or Site Model Computer Renderings:**
The Architect shall develop up to 3 computer rendering(s) of the facilities or the overall Master Plan, illustrating site utilization, building massing, access and egress roadways, parking areas, pedestrian walkways and stormwater retention areas. The Professional Services Fee shall be as noted in Exhibit “D”.

1.9 **Special Engineering:**
Special Structural Engineering services will be provided by the Architect/Engineer, when authorized by the Client, if unusual site soil or geographical conditions are found to exist. An additional fee in an amount to be determined shall be established based upon the conditions discovered and the complexity of services necessary to correct said conditions.

1.10 **Extended Construction Observation:**
The Architect shall provide standard construction observation services during the construction phase. As also noted in this agreement, these services constitute twenty percent (20%) of the value of Basic Services. The Construction Documents will stipulate the period allowed the Construction Manager (CM) for construction, which is anticipated to be fourteen (14) months. The Architect shall
be entitled to Additional Fees if the CM exceeds this stipulated period which shall be negotiated with the input of the Client, said fees being a pro-rata monthly fee of the fee allocated for this phase. These fees shall be documented in the contract specifications as the responsibility of the Construction Manager and shall be payable to the Client to reimburse the Client for payments to the Architect.

1.11 **Post Occupancy/Warranty Inspection:**
Eleven months after occupancy of the building the Architect and M/E/P Engineers shall conduct a warranty inspection of the building and shall document all systems and elements that are in need of corrective action on the part of the CM. The Architect shall subsequently re-inspect the facility(s) to establish that noted items have been satisfactorily resolved or if additional work is required on the part of the CM. The Professional Services Fee shall be as noted in Exhibit “D”. Note that the fee for this service shall be due at the time such services are rendered.

1.12 **Community Outreach Program:**
If desired, the Architect and its team shall participate in up to 3 public presentations in a collective effort of engaging the local community at large. The Architect will assist with the development of the necessary presentation materials and format and will provide one copy, both digital and hard copy version, to the Client for its records. A minimum of two (2) representatives of the Architect’s team shall participate in each of the requested presentations. The professional fee is as noted in Exhibit “D”.

This service, if requested, will be included as a part of Phase II services.

1.13 **Site Surveying Allowance:**
The Architect shall obtain the services of a Registered Land Surveyor, acceptable to the Client, for a site boundary and topographic survey for the subject property. This service is provided to the Client with the understanding and agreement that the Architect shall have no liability for said services. The professional fee shall be established based upon a defined Scope of Services. This survey will be completed upon final determination/acceptance of the site by the Client.

1.14 **Geotechnical Engineering Allowance:**
The Architect shall obtain the services of a Professional Geotechnical Engineering firm for purposes of sub-surface soils investigation, percolation testing, and foundation recommendations. This service is provided to the Client with the understanding and agreement that the Architect shall have no liability for said services. The professional fee shall be established based upon a defined Scope of Services. These services will be completed upon final determination/acceptance of the site by the Client.

1.15 **Building Commissioning:**
The Architect and its Engineers, if so desired by the Client, shall provide complete building commissioning services of the Mechanical, Electrical, and low-
voltage systems facility wide including creating a commissioning plan, integrating the commission requirements into project specifications, creating functional test procedures, perform a test and balance verification, and create a training plan. The professional fee shall be as noted in Exhibit “D”. This service is provided, upon the Client’s request, at the conclusion of the construction period, and shall include integration testing of building information & communications (ICT) systems with external systems (e.g. commercial telecom services and/or agency owned services).

1.16 **Grants Coordination Assistance:**
The Architect understands that the Client has secured three project-specific grants to date. Coordination of the grant stipulations and documentation will be required throughout the design, construction, and building commissioning phases. The Architect and subconsultants will work directly with the Client’s designated Grant Coordinator to assist with this documentation. The professional fee shall be as noted in Exhibit “D”.

1.17 **Grants Application:**
The Architect, if so desired by the Client, shall provide grant preparation services. The professional fee(s) shall be established after identification of a potential grant and/or grants, and is noted in Exhibit “D”.

1.18 **Additional Construction Observation Services:**
The Client may elect to have the Architect provide additional on-site construction observation services beyond the bi-weekly standard services noted in this Agreement. Such representation, if desired, will be based upon the selection of an option, as provided for in Exhibit “D”.

1.19 **Record/Conformance Drawings:**
This service is typically provided by the CM, but in the event that the Client desires the Architect to develop a record or “as-built” set of construction documents, provided at the conclusion of construction, then the Architect shall be entitled to a professional fee as noted in Attachment “D”.

1.20 **Sustainable Design Concept Implementation / LEED Design:**
In the event the Client desires to pursue either LEED certification or Sustainable Design Concept Implementation of the project; the Design Team will be responsible for identifying, documenting, and implementing a variety of sustainable design components for the Client that can be accomplished within the defined project budget. The Client will need to contract with an independent Certifying Agent in the event that LEED certification is desired by the Client. The professional fee shall be negotiated based upon the level of LEED certification, or the magnitude of the sustainable design concepts that are requested, and shall be as noted in Exhibit “D”.
1.21 **Audio-Visual Consultant:**
The Architect shall obtain the services of an individual/Firm with expertise in audio-visual systems and, based upon a defined Scope, shall provide the Client with a proposed professional fee, as noted in Exhibit “D”.

1.22 **Computer Cable System Design Coordination:**
The Architect shall meet with the Client’s Project Manager and the Office of Information Technology staff and establish the basic guidelines for a computer cable system for the facility and shall subsequently prepare a cable plan with appropriate distribution spaces in the facility. The professional fee shall be as noted in Exhibit “D”.

1.23 **Security Consultant:**
The Architect shall obtain the services of a qualified Security Consultant for services related to site and building security systems, including C.C.T.V., access/egress controls, locking devices, and site security systems. The professional fee shall be established based upon a defined Scope of Services as noted in Exhibit “D”.

1.24 **Acoustical Engineering:**
The Architect shall obtain the services of a qualified Acoustical Engineer for enhancing performance in acoustically demanding environments related to the primary large-scale operational spaces. These services include controlling, isolating, and mitigating structure-borne, equipment-generated, and environmental noise and vibration, if required. The professional fee shall be established based upon a defined Scope of Services as noted in Exhibit “D”.
Exhibit “C”
List of Sub-Consultants

**MEP Engineer:**
SGM Engineering, Inc.
935 Lake Baldwin Lane,
Orlando, FL 32814

**Structural Engineer:**
BEC Structures, LLC
891 Royalwood Lane
Oviedo, FL 32765

**Civil Engineer:**
AVCON Engineers, Inc.
5555 E. Michigan Street, Suite 200
Orlando, FL 32822

**Surveying:**
Southeastern Surveying
119 West Main Street
Tavares, FL 32778

**Security & Technology Consultant:**
TLC Engineering Solutions
255 South Orange Ave
Suite 1600
Orlando, FL 32801

**Landscape Architecture:**
Castlebay
134 Riberia Street, Suite 102
St. Augustine, FL 32084

Bonnett Design Group
400 South Orlando Ave
Suite 201
Maitland, FL 32751
## Exhibit “D”
Compensation, Method of Payment and Invoicing

### Fee Allocation:
The following is the professional fee allocation for the various services defined in Exhibits “A.”

<table>
<thead>
<tr>
<th>Summary</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 Phase I-A: Detailed Spatial Needs Assessment</td>
<td>$14,220.00</td>
</tr>
<tr>
<td>1.2 Phase I-B: Site Analysis &amp; Master Planning</td>
<td>$16,640.00</td>
</tr>
<tr>
<td>1.3 Phase I-B: Site Surveying Allowance:</td>
<td>By Owner</td>
</tr>
<tr>
<td>1.4 Phase I-B: Site Geotechnical Engineering Allowance</td>
<td>By Owner</td>
</tr>
<tr>
<td>1.5 Phase I-B: Preliminary Site Environmental Assessment Allowance</td>
<td>By Owner</td>
</tr>
<tr>
<td>1.6 Phase I-C: Conceptual Building Design:</td>
<td>$16,820.00</td>
</tr>
<tr>
<td>1.7 Phase I-D: Community Outreach Program (3 Presentations):</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>1.8 Phase I-E: Estimate of Probable Development Costs:</td>
<td>$6,400.00</td>
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<tr>
<td>1.9 Phase I Subtotal:</td>
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<td>1.10 Phase I Reimbursable Expenses:</td>
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<td>1.11 Phase I: Total (not to exceed cost):</td>
<td>$62,780.00</td>
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</table>
ARCHITECTS DESIGN GROUP, INC.
ADDITIONAL SERVICES HOURLY RATES
Effective 07/01/2019 through 06/30/2020

Per hour rates of the Architects, Interior Designers and other personnel are established as follows:

Principals....................................................................................... 205.00/hr.
Studio Department Principals/Project Architects ...................... 182.00/hr.
Associates ................................................................................. 152.00/hr.
Project Managers ....................................................................... 145.00/hr.
Designers ................................................................................... 87.00/hr.
Computer Draftsperson I ............................................................. 65.00/hr.
Computer Draftsperson II ......................................................... 65.00/hr.
Computer Supervisor ................................................................. 95.00/hr.
Threshold Inspector (Certified) ..................................................... 83.00/hr.
Construction Administrators ....................................................... 102.00/hr.
Specification Writer ................................................................. 98.00/hr.
Senior Draftsperson ................................................................. 87.00/hr.
Draftsperson I ........................................................................... 73.00/hr.
Draftsperson II ........................................................................ 65.00/hr.
Accounting Services ................................................................. 83.00/hr.
Staff (Word Processor I) ............................................................. 50.00/hr.
Graphic Designer ...................................................................... 72.00/hr.
Interior Design Principal .............................................................. 105.00/hr.
Interior Design Designer .............................................................. 77.00/hr.
Interior Design Specification Writer ............................................. 76.00/hr.
Interior Design Draftsperson I ...................................................... 66.00/hr.

Note: Any changes in the above noted hourly rates, after March 1, 2020 shall be provided to the Owner thirty (30) days prior to said date.
Exhibit “E”
Project Schedule

Schedule:

1. Pre-Design Planning Phases .......................................................... months
   a. Spatial Needs Assessment
   b. Site Analysis and Master Planning
   c. Conceptual Building Design

2. Standard Architectural and Engineering ...................................... months
   a. Schematic Design
      • Owner Review & Comment.................................. weeks
   b. Design Development
      • Owner Review & Comment................................. weeks
   c. 90% Construction Documents
      • Owner Review & Comment................................. weeks
   d. Final 100% Construction Documents

3. Contract Award and Permitting Services .................................... Months

4. Construction Services .................................................................... Months

5. Total ............................................................................................... Months
DATE: November 5, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution No. 2019-167 Agreement with Hydro Corporation for Backflow Testing and Monitoring

Introduction:
This is a request for City Council to approve Resolution No. 2019-167, to provide contract Cross Connection Control (CCC) testing and monitoring services for the public utility water system.

Discussion:
Florida HydroCorp, Inc previously provided backflow testing and monitoring services under Resolution No. 2018-118. This 5 year piggyback has expired. To continue contracted backflow services, Florida HydroCorp, Inc. has offered a similar piggy-back contact with Cooper City that the City can utilize for these services. The Cooper City is 3 year contract with 2 one year renewals.

The City adopted a CCC Ordinance No 2018-03 on March 6, 2018. This ordinance simply prevents “backflow” of any unwanted contaminate flow into the potable drinking water system to protect the health and well-being of its customers. Contracting the CCC management program is the most economical solution for a small utility like Mount Dora to protect the city water distribution system. Specifically, Florida HydroCorp, Inc. is a comprehensive contract service providing everything from a shared computer data base management system to testing within its simple rate structure. Florida HydroCorp, Inc. also provides repair services at competitive rates. Typically, a business pays a backflow vendor for repair directly. This will not change with this program, but Florida HydroCorp, Inc. will also provide a quote for this work to help a business determine the most cost effective option for repair.

The Florida Department of Environmental Protection recommends Florida HydroCorp, Inc. as an alternative to in-house testing and monitoring. Florida HydroCorp, Inc. offers competitive rates for CCC management services with no startup fee. The rates are:

1) Annual program management (to City) fee = $495.00/year
2) On-site backflow prevention inspection/testing fee = $50.00/Test
3) On-site fire protection backflow device inspection/test fee = $110.00/Test
The on-site inspection/testing services will be prorated into the City's monthly water utility bill for each commercial and multifamily backflow device in use to ensure the safety of the City drinking water system.

Staff recommends City Council review the piggy-back backflow testing services and take appropriate action for the water utility to test and monitor commercial and multifamily devices.

**Budget Impact:**
A total of $88,970 was appropriated and is available within the adopted fiscal year 2019-20 budget in account number 421-5332-534.00-00 (Water/Wastewater Fund/Water Distribution/Other Contractual Service) of which a total of $70,950 was specifically appropriated for the agreement with HydroCorp, which is the subject of this agenda item.

**Strategic Impact:**
Maintain the health and well-being of customers by improved backflow testing and monitoring, maintaining city infrastructure.

**Recommendation** City Council approve Resolution 2019-167.

**Attachment(s):**

Prepared by: Ley Vedder, Administrative Assistant
Reviewed by: Josef Grusauskas, Utilities & Plant Operations Director
             Tom Klinker, Finance Director
             Sherry Sutphen, City Attorney
             Gwen Johns, City Clerk
             Misty Sommer, Deputy City Clerk
             Robin R. Hayes, City Manager

Approved - 10/1/2019
Approved - 10/8/2019
Approved - 10/17/2019
Approved - 10/17/2019
Approved - 10/18/2019
Final Approval - 10/18/2019
RESOLUTION NO. 2019-167

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO CROSS-CONNECTION CONTROL PROGRAM MANAGEMENT SERVICES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF PIGGYBACK 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 owns and operates a water utility for the benefit of the residential and business properties in the City of Mount Dora; and

WHEREAS, it is critical to the proper function of the City’s potable water system to have regular maintenance activities performed; and

WHEREAS, the City of Cooper City competitively solicited and negotiated an agreement with HydroCorp, Inc., for Cross-Connection Control Program Management Services through RFP 2018-4-UTL; and

WHEREAS, the City of Mount Dora desires to enter into a contract with HydroCorp, Inc., under the same terms and applicable conditions as that agreement executed by the City of Cooper City; 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 City of Cooper City 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 HydroCorp, Inc., 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 Piggyback Agreement and Authorization to Execute. The Agreement, between the City of Mount Dora and HydroCorp, Inc., attached hereto as Exhibit “A” is hereby approved. The Mayor 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 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 cooperative purchase agreement related to substation maintenance 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 5th day of November 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 2019-167
Piggyback Agreement for Cross-Connection Control Program Management Services between City of Mount Dora and HydroCorp, Inc.
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 32757, hereinafter referred to as the “CITY”, and HYDROCORP, INC., 5700 Crooks Road, Suite 100, Troy, Michigan 48098 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 Cross-Connection Control Program Management Services Agreement, executed by the City of Cooper City and the CONTRACTOR, approved by Cooper City on September 12, 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 Cooper City through RFP 2018-4-UTL; and,

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the 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 for a period of five (5) years beginning on the date of execution by the CITY and pursuant to Article IV of the Cooperative Contract may be extended for additional (1) year periods.

SECTION 2. SERVICES AND PRICING.
The CONTRACTOR will provide services and pricing to the CITY as set forth in the Exhibit “B” 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 CONTRACTOR.

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

Print: Larry J. Labute
Title: CEO/FOUNDER

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was executed before me this 14th day of October, 2019, by Larry J. Labute, as CEO/Founder of HydroCorp, Inc., 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)

DANIELLE ROGERS
NOTARY PUBLIC

Page 104 of 336
CONTRACT AWARD

Check one: ☐ Term Contract  ☐ One-time Purchase  ☐ Continuing Contract
Check one: ☐ New Contract  ☐ Term Contract Renewal  ☐ Piggyback

The terms and conditions contained in the attached solicitation, vendor response and resulting award will be used to contract with the successful bidder(s) and will govern the contractual relationship between the parties for the duration of the engagement.

<table>
<thead>
<tr>
<th>Solicitation Number &amp; Name:</th>
<th>RFP 2018-4-UTL, Cross Connection Control Program Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Contract Term:</td>
<td>Contract Start Date: 09/13/2018  Contract End Date: 09/12/2021</td>
</tr>
<tr>
<td>Contract Renewals:</td>
<td># Renewals Allowed: 2  Renewal Period: 1 year</td>
</tr>
</tbody>
</table>

Section 1: Vendor Award (Additional vendors shall be listed on a separate Contract Award form)

<table>
<thead>
<tr>
<th>Vendor/DBA:</th>
<th>Hydrocorp</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Address:</td>
<td>5700 Crooks Road, Suite 100, Troy, MI 48098</td>
</tr>
<tr>
<td>Contact Name:</td>
<td>Larry LaBute</td>
</tr>
<tr>
<td>Office Phone:</td>
<td>248-250-5001</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:labute@hydrocorpinc.com">labute@hydrocorpinc.com</a></td>
</tr>
</tbody>
</table>

Section 2: Award/Background Information

| Award Date: | 09/12/2018 |
| Award Amount: | $ 70,000 (1st year commitment if term contract) |

| Bonds: | Issuer:  Date Recorded:  N/A  Bond #:  Amount: |
| Prof. Liability | Brown & Brown of Detroit  Surety  Exp.: 12/15/2019 |

| Other: | Issuer:  Date Recorded:  N/A  Bond #:  Amount: |

Section 3: Signatures/Execution

Vendor: Larry LaBute  Signature  Date 10/4/2018  Printed Name CEO/CHAIRMAN  Title

City:  Signature  Date  Printed Name

City Attorney:  Signature  Date  Printed Name City Attorney  Title  September 27, 2018  Date
Commission Meeting/Workshop Date: September 12, 2018

Requesting Department: Utilities

Subject: 

Section:
Presentation  Consent  Regular  Discussion

☐  ☑  ☐  ☐

Background and Recommendation (attach backup material to Item Request Form):
This is recommendation for City Commission approval of a contract with HydroCorp. Inc. to provide management services, including testing, repair, and installation of backflow preventers, for the City's water system Cross Connection Control Program.

General Ledger Account Number(s) and Amount(s):
450-910-531290-533 – Contractual Services

Approvals:
Finance Director  City Manager  City Clerk

[Signatures]
DATE: August 23, 2018

TO: Marie Elianor, Acting City Manager

FROM: Michael F. Bailey, P.E., Utilities Director/City Engineer

SUBJECT: Agreement for Management and Testing of Backflow Preventers

This is a recommendation for Commission approval of a contract with HydroCorp Inc. to provide management services, including testing, repair, and installation of backflow preventers, for the City's water system Cross Connection Control Program.

At the April 26, 2016 meeting, the City Commission adopted an ordinance establishing a revised Backflow and Cross Connection Control plan for the City's potable water system, in order to comply with new Florida Department of Environmental Protection (FDEP) regulations. Part of that revised plan is a provision that allows the City to perform the annual testing and record keeping that is required for all backflow preventers (BFP's) that are protecting the City's water system from potential contamination, and to repair or replace BFP's as required, at the expense of the owner.

On July 12, 2018, staff released a Request for Proposals from qualified firms to provide the management services described above. A single proposal was submitted by HydroCorp Inc.

HydroCorp has been managing the City's cross connection control program for the last 10 years, and their performance has been very satisfactory. Their current proposed pricing compares well with the previous agreement (which had not increased since 2015). A copy of their proposal is attached.

I recommend Commission approval of a contract with HydroCorp Inc. to provide management and testing services for the City's water system Cross Connection Control Program, at a maximum annual cost of $70,000. The contract terms are for an initial period of three years with provisions to extend for up to two additional one year periods.

Funds are budgeted in the recommended 2018-2019 Water & Sewer Fund budget, so approval of this contract is contingent upon Commission adoption of the budget, and work would not start until then.
City of Cooper City, Florida

Proposal Form

Cross-Connection Control Program Management Services

RFP 2018-4-UTL

Proposal Due: Thursday, August 16, 2018 3:00 PM EST

For Information Contact:

Kerri Anne Fisher, Purchasing Agent
Purchasing@CooperCityFL.org

Release Date: Thursday, July 12, 2018

Submitted by: HydroCorp
Project: Cross-Connection Control Program Management Services
Contract Identification: RFP 2018-4-UTL
Bids submitted to: Office of the City Clerk
City of Cooper City
9090 SW 50th Place
Cooper City, Florida, 33328

1. The undersigned PROPOSER proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.

2. Proposer accepts all of the terms and conditions of the advertisement of Request for Proposal and Instruction to Proposers including, without limitation, those dealing with the Bid requirements. This Bid will remain in full force for ninety (90) days from the date of the bid opening. Proposer will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the City's notice of award.

3. In submitting this Bid, Proposer represents, as more fully set forth in the Agreement that:

a. Proposer has examined copies of all plans, and bidding documents, contract specifications and instruction to proposers.
b. Proposer has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
c. Proposer has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Proposer is entitled to rely.
d. Proposer has correlated the results of his studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
e. Proposer has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Proposer.
f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Bid, and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or the City.

4. Bid Copies
ONE (1) ORIGINAL, THREE (3) COPIES and ONE (1) ELECTRONIC COPY (Flash Drive or CD) of the Proposal should be submitted to the City of Cooper City, City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk. If by US mail, Bids shall be submitted to PO Box 290910, Cooper City, Florida 33329-0910.

5. Addenda, Additional Information-Contact with City Staff
Any addenda or answers to written questions supplied by the City to participating Proposers become part of this Request for Proposal and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

No negotiations, decisions or actions shall be initiated or executed by the Proposer as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized
expression. Also, only communications from proposer that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the proposer.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Agent, Kerri Anne Fisher. Questions must be emailed to Purchasing@CooperCityFL.org, who may respond in kind with copies to all Proposers. The deadline for submission of questions is Thursday, August 9, 2018 at 5:00PM.

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission. IN MOST CASES THE AWARDED BID WILL SERVE AS THE CONTRACT.

6. Summary of Documents to be submitted with Bid

a) Proposal Form
b) Reference Form
c) Public Entity Crimes (PEC) Form
d) ADA Affidavit
e) Business Entity Affidavit
f) Bidder’s Foreign (Non-Florida) Corporate Statement (If applicable)
g) W-9, Request for Taxpayer Identification Number
h) Proof of Workers Compensation Insurance or Exemption
i) Proof of Liability Insurance
j) Ownership Disclosure Affidavit
k) Drug-Free Workplace Certificate
l) Employee Background Verification Affidavit
Vendor/Bidder/Proposer Contact Information

Name of Company: HydroCorp
Address: 5700 Crooks Road
         Suite 100
         Troy, MI  48098

Primary Contact: Larry LaBute
Title: CEO
Tel: 248-250-5001 Mobile: 321-794-5010 or 248-981-6981
Email Address: llabute@hydrocorpinc.com

Alternate Contact: Amy LaBute
Title: Operations Manager/SE Office
Tel: 248-250-5026 Mobile: 248-672-2153
Email Address: amy@hydrocorpinc.com

Company's Website: www.hydrocorpinc.com

Remit to Address:  5700 Crooks Road, Suite 100 Troy, MI  48098
Remit to Contact:  Name:  Mark Martin    Tel: 248-250-5002

Remit to Email:  mmartin@hydrocorpinc.com
August 1, 2018

City of Cooper City
Purchasing Division
9090 SW 50th Place
Cooper City, FL 33328

Re: RFP-2018-4-UTL Cross Connection Control Program Management Services

To Whom It May Concern:

For the past 10 years HydroCorp has been providing Cross Connection Control Program Management Services to the City of Cooper City. Our team is very familiar with the Utilities requirements and expectations. Our services have been responsible for the initial program development up to the on-going, annual maintenance requirements that exist today.

The enclosed proposal represents a continuation of the services that the Utility department at the City of Cooper City has come to expect. The enclosed proposal will remain valid for 120 days from August 16th.

Thank you for the opportunity to continue our service to the City of Cooper City.

Regards,

Larry J. La Bute
Chairman/CEO
Proposal
Backflow Prevention Program Management
RFP 2018-4-UTL

August 16, 2018
Kerri Anne Fisher
Purchasing Agent
City of Cooper City
Cooper City, Florida 33330

Hydro Corp, Inc. Background 1
Executive Summary 2
Fees 3
Qualifications 5
Staff 9
Professional Services Agreement 12
We Keep Drinking Water Safe.....”

Hydro Corp, Inc. (HCI) is a consulting firm that has developed a unique niche in the maintenance of drinking water quality and protection from backflow which is the core of our business.

Over the past 3 years our employees have established highly efficient procedures for inspecting, reporting, and maintaining water and other distribution systems.

Our corporate mission is:

“We keep drinking water safe. We make people aware of the inherent risks and associated compliance issues related to water and other distribution systems. Our goal is cost effective compliance.”
Executive Summary

Program Recommendations

This project is to provide program management services for an on-going Cross-Connection Control Program currently operated by the City of Cooper City. These services will be provided to ensure compliance with the Florida Department of Environmental Protection (FDEP) regulations for backflow prevention devices, assembly testing and recordkeeping. Once this project has been approved and accepted by Cooper City and HCI, you may expect completion of the following elements on an annual basis. The components of the project include:

1. Conduct a project start-up meeting with the Cooper City Cross Connection Control/Backflow Prevention Program staff.

2. Provide data transfer for all commercial and irrigation backflow prevention assemblies from existing database to the HCI database. HCI will provide Cooper City IT staff with an Excel "On-Boarding" template for input of existing data.

3. Generate and document the required management data for the devices noted above.

4. Maintain all data on an on-line system that enables Cooper City staff to monitor and generate reports as desired.

5. Provide full-time, toll-free phone support for customer questions by an ASSE trained and certified individual. Phone will be staffed during normal business hours Monday through Friday. An automatic message service will be provided for after hour calls.

6. Coordinate and manage the testing of all testable backflow prevention devices in accordance with FDEP requirements such that 100% of all BPA's are tested annually. Services to include testing notification, requirements, receipt of executed test report, and maintenance of all testing data. HCI will prepare a bid for local contractors to establish pricing and credentials for testing of all testable assemblies. HCI will coordinate with lowest bidders for the testing of all devices. Facilities will be tracked to ensure compliance with testing requirements. Testers will be provided color coded test tags to indicate the year in which they were tested.

7. Produce, record, maintain, and transmit to City complete test reports for all BPA's tested.

8. Repair and re-test BPA's as directed by the City on a case-by-case basis. City will determine on a case-by-case basis whether to utilize HCI for these services.

9. Install and test BPA's as directed by the City on a case-by-case basis. City will determine on a case-by-case basis whether to utilize HCI for these services.

10. Provide on-site progress review meetings with the Cooper City's designated representative to discuss the program status and specific recommendations as requested.

11. HCI will provide a full-time employee to coordinate all activities with contractors for testing, repair, replacements, and new installations.
Executive Summary (cont'd)

12. HCI will provide the City with on-line software access to all cross-connection control data. The software will provide, at a minimum, all of the details outlined in Section V - Scope of Services, Number 12, items A - K.

13. Assist the City of Cooper City with establishing a community wide public relations program including public informational meetings, tester meeting to explain Cooper City CCC program, general awareness brochures, newsletter language, and web site cross connection control program overview content and resources.

14. Provide an annual report with a summary of all data generated throughout the year. The FDEP Annual Report will be completed and ready for submission along with all back-up data.

Fees: (REFER TO:)

The costs shown on the pricing sheet, noted below, may be extended to other government agencies via a “Contract Usage/Piggyback” arrangement.

“SEALED PRICING SHEET FOR CROSS-CONNECTION CONTROL PROGRAM MANAGEMENT SERVICES”
Qualifications

HydroCorp, Inc. is a professional service organization that specializes in Cross Connection Control Programs. Since 1983 we have assisted municipal clients and water utilities with the development, implementation, and maintenance of CCC programs. Cross Connection Control Program Management & Training is the core and focus of our business. We are passionate about providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HCI conducts over 35,000 Cross Connection Control Inspections annually.
- HCI tracks and manages over 350,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed system and process that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HCI recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross connection control program and have attended basic cross connection control training classes. If our administrative staff cannot answer a technical question, HCI program managers will intervene and respond in a timely manner to the customer needs.
- HCI currently serves over 250 communities in Michigan, Wisconsin, Illinois, and Florida. We still have our first customer!
- HCI staff and company are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HCI is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Our Industrial Division assists in managing Cross Connection Control Programs for several automobile manufacturers and related industrial facilities. Other Fortune 500 companies have relied on HCI to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.
Regulatory Approach

During our 35 year history Hydro Corp Inc. (HCI) has been closely involved with the regulators of the States in which we work. In Florida, HCI has worked closely with the FDEP to ensure our training programs accurately explain the requirements of the FDEP with respect to Cross Connection Control. HCI attended the recent cross connection control rules changes public forum and is aware of modifications to existing rules that have been proposed.

In Michigan, Florida, Delaware, Virginia, Maryland, Minnesota, and Wisconsin, HCI has conducted cross connection control training classes for the regulatory agencies and personnel responsible for administering and enforcing the state programs. We strive to keep the regulatory agencies & other stakeholders (plumbing & health agencies if applicable) updated on the work and methods that we utilize in a given community when managing a cross connection control program. Cooperation and communication among all parties and citizens is essential in order to have a successful program.
References

See Attachment B

Professional Associations & Organizations

At HydroCorp, we are citizens of our industry. HCI Associates are active members of the following professional organizations:

- **American Backflow Prevention Association (ABPA)**
  www.abpa.org

- **American Public Works Association (APWA)**
  www.apwa.net

- **American Society of Sanitary Engineers (ASSE)**
  www.asse-plumbing.org

- **American Water Works Association (AWWA)**
  www.awwa.org (Corporate Member)

- **Florida Rural Water Association (FRWA)**
  www.frwa.net

- **International Association of Plumbing & Mechanical Officials (IAPMO)**
  www.iapmo.org

- **League of Wisconsin Municipalities**
  http://www.lwm-info.org/

- **Michigan Municipal League (MML)**
  www.mml.org (Associate Member)

- **Michigan Rural Water Association (MRWA)**
  www.mrwa.net

- **Michigan Section (MI-AWWA)**
  www.mi-water.org

- **National Rural Water Association (NRWA)**
  www.nrwa.org (Corporate Member)

- **University of Southern California Center for Cross Connection Control & Hydraulic Research (USCCFCCC&HR)**
  www.usc.edu/dept/fcchr
PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this ___ day of __________, 2018, by and between the City of Cooper City, a municipal corporation organized and existing under the laws of the State of Florida, referred to as “City,” and Hydro-Designs, Inc. a Florida Corporation, referred to as “HCI.”

WHEREAS, the City supplies potable water throughout its geographic boundaries to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HCI is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the City and the City desires to engage HCI to act as its independent contractor in its cross connection control program.

WHEREAS, the City has the authority under the laws of the State of Florida and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the City agrees to engage HCI as an independent contractor to provide CCC program management and device testing services and/or to inspect as requested, its potable water distribution system in public, residential, commercial properties within the community and document its findings. Each party to this agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within or around the water user’s facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HCI under this Agreement will include the testing compliance, data management, preparation of quarterly management reports, and annual cross connection reports with respect to the device management to the extent specifically set forth in this Article II (hereinafter the “Scope of Service”).

2.1 PROGRAM START-UP MEETING. HCI will conduct a Program Start-up Meeting for the City Cross Connection Control/Backflow Prevention Program. Items for discussion include the following:

- Review state & local regulations
- Establish wording and timeliness for program notifications including:
  - Testing Notice
  - Non-Compliance Notices
  - Penalty/“Shut-Off” Notices
  - Special Program Notices
- Establish program reporting procedures
- Review educational and public awareness brochures
- Obtain complete facility listing and address information w/water meter number if possible
- Establish device testing schedule for all devices

2.2 PROGRAM DATA/SOFTWARE. HCI will generate and document the required program data for the devices referenced above using the HCI HydroSoft Software. Program Data shall remain the property of the City. Data Services to include:

- Managing local contractors for scheduling of testing of backflow assemblies.
- Backflow device installation/maintenance and testing requirements.
- Monitor testing compliance.
- Maintenance of program to comply with all FDEP requirements.
- Track testable devices
- Provide color coded device test tags
- Automatic access to all data relevant to a particular facility or period of time
- Generate the FDEP Annual Cross Connection Control Report and supporting documents.
- Bid out device testing to local contractors. Contractors will be required to submit data to HCI on the HydroSoft on-line data management system.
- Manage all repair work to backflow assemblies.
- Report to City finance department on a monthly basis those accounts that had completed work and what, if any, charges would be added to a water bill.

2.3 MANAGEMENT REPORTS. HCI will submit management reports on a quarterly & annual basis to the City, which will include the following:

- Device Testing forms input into Data Mgt. system
- Number of devices inspected/tested
- Number of devices compliant/non-compliant
- Management reports for inventory of devices, device tests, device test schedules, and device test forms.

Report format will be provided as an electronic update and/or hard copy. Electronic reports will be available in a downloadable format at www.gethydrosoft.com.

2.4 PUBLIC RELATIONS PROGRAM. HCI will assist the City with enhancing their community public relations program including general awareness brochures and web site cross connection control program overview content and resources.

2.5 SUPPORT. HCI will provide ongoing support via phone, fax, Skype®, Go-to-Meeting®, on-site meetings, internet or email.

2.6 ON – SITE MANAGEMENT. HCI will provide inspections of tested devices to insure quality workmanship of sub-contractors. HCI will also provide regular meetings with sub-contractors to ensure effective communications between City, HCI, sub-contractor, and customer.

2.7 COMPLIANCE WITH FDEP AND FL PLUMBING CODE. HCI will assist in compliance with FDEP and FL Plumbing Code cross connection control program requirements.
2.8 INVENTORY. HCI shall inventory with our database, all testable backflow prevention devices. Information to include: location, size, make, model and serial number, test tag as applicable.

2.9 ON SITE INSPECTIONS. On-site inspections will be completed to verify the degree of hazard to the water distribution system from a backflow event. HCI inspectors will build a database for all locations inspected. Information collected will include, but not be limited to, meter location, size, make, model, serial number (if meter is accessible). Also, information on existing backflow prevention valves will be logged including, size, make, model, serial number, and last test date on tag (if present). If a backflow prevention valve is required, the appropriate recommendation would be made and logged into the database for further action. Inspections are completed on an "as requested" basis by the City.

2.10 DATA MANAGEMENT. HCI shall provide data management and program notices for all testing services throughout the contract period. Oversight of all repair or replacement work will also be provided and tracked. HCI will provide City with an On-Boarding template for initial data transfer. If HCI provides administrative data management to set up the initial database then a fee of $50/hour may apply. Charges will not be incurred without prior approval from City.

2.11 ANNUAL YEAR END REVIEW. HCI will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations. At this time the annual FDEP Report will be delivered for submission by the City.

2.12 INSURANCE. HCI will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the City as an additional insured if required.

ARTICLE III. Responsibilities of the City

3.1 CITY'S REPRESENTATIVE. On or before the date services are to commence under this Agreement, the City shall designate an authorized representative ("Authorized Representative") to administer this Agreement.

3.2 COMPLIANCE WITH LAWS. The City, with the technical and professional assistance of HCI, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.

3.3 NOTICE OF LITIGATION. In the event that the City or HCI has receives notice of or undertakes the prosecution of any actions, claims, suits, administrative or undertakes the prosecution of any actions, claims, suits, administrative or arbitration proceedings, or investigations in connection with this agreement, the party receiving such notice or undertaking such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.
3.4 PROPERTY/DEVICE LISTING. The City will provide HCI a complete list of devices to be managed from their existing database, if not already existing. Information to include facility name, address, water meter number (if available) and phone number. Incorrect facility addresses will be returned to the City contact and corrected address will be requested.

ARTICLE IV. Term

4.1 TERM AND TERMINATION TERM. Services by HCI under this Agreement shall commence on ______ (date), and end ten (10) years from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this agreement within 90 days of its receipt. Failure to execute this Agreement within the 90 day period shall deem the proposed terms void.

4.2 RENEWAL. This Agreement will automatically renew for additional 1-year terms, unless either party notifies the other in writing prior to sixty (60) calendar days before the end of this Agreement. Pricing for the renewed contract term may be subject to an appropriate increase based upon modifications in inspection or testing tracking requirements.

4.3 TERMINATION. The City or HCI may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The City shall pay the balance of any outstanding accounts of work performed by HCI.

4.4 BASE COMPENSATION. From ______ (date)_______, the City shall pay HCI as compensation ("Base Compensation") for utilization of the HydroSoft product a lump sum of $495.00 per year.

4.5 CONTRACT USAGE/PIGGYBACK. The costs shown below may be extended to other government agencies via a Contract Usage/Piggyback arrangement.

4.6 DEVICE TESTING FEE. A fee of $50.00/test will be assessed to each potable water assembly and $110/test for each fire protection assembly. Assembly testing fee includes testing, contractor coordination, test form generation, web service fees, software licensing fees, contractor oversight, repair coordination and follow-up, customer follow-up after repair, and all associated expenses related to program. HCI will invoice City on a monthly basis for tests completed in the prior month. A list of completed tests will be provided no later than the month following completion of the work. All fees will be held firm through 2017. In years 3 – 10 of this contract prices may increase in accordance with the CPI.

4.7 SITE INSPECTION FEE. A fee of $25.00 will be charged for each on-site property evaluation as outlined in Section 2.9. All site inspections will be invoiced in the month following the completed work. A list of addresses inspected will accompany the invoice. The City will advise HCI which locations they wish to have inspected. Timing for completion will be determined when inspection quantity and type is known. Typically, our inspectors complete 50 - 70 commercial inspections per week and 150 - 200 residential inspections per week.

4.8 DEVICE REPAIR FEES. Device repair fees vary from type and size of valve. HydroCorp will submit a separate chart of repair pricing for various manufactures and sizes. Understanding that the majority of testable assemblies will be less than 2" in size we can
4.8 PAYMENT OF INVOICES. Upon presentation of invoices by HCI, all payments including base and other compensation shall be due and payable on the first day of each month (due date) for which services will be or have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this agreement. For any payment to HCI which is not made within thirty (30) calendar days after the due date, HCI shall receive interest at one and one-half (1½) percent per month on the unpaid balance.

4.9 CLIENT CONFIDENTIALITY. All communications between HCI and the City regarding business practices and other methods and forms of doing business will be considered confidential, subject to the requirements of the Freedom of Information Act.

4.10 ACCESSIBILITY. Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.

4.11 CONFINED SPACES – HCI personnel will not enter into confined spaces.

ARTICLE V. Risk Management

5.1 INFORMATION. Both Parties to this agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping; complete accurate data is not always available.

5.2 INDEMNIFICATION. HCI agrees to and shall hold the City, its elected and appointed officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by or arises from the sole negligence of HCI in the performance of its services under this Agreements. The City agrees to and shall hold HCI, its officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by, or arises from, the sole negligence of the City. In the event that both HCI and the City are found by a fact finder to be negligent and the negligence of both is a proximate cause of such claim for damage, then in such event each party shall be responsible for the portion of the liability equal to its comparative share of the total negligence. HCI’s liability to the City for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder.

5.3 HCI INSURANCE. HCI currently maintains the following insurance coverage's and limits:

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<td>Comprehensive General Liability</td>
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Within thirty (30) calendar days of the start of the project, HCI shall furnish the City with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the City while this Agreement is in effect. These policies will be in effect at the time HCI takes possession of the Facilities. The City shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.
5.4 ENTIRE AGREEMENT AMENDMENTS. This Agreement contains the entire Agreement between the City and HCI, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

5.5 HEADINGS, ATTACHMENTS, AND EXHIBITS. The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as an integral part of this Agreement.

5.6 WAIVER. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

5.7 ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

5.8 FORCE MAJEURE. A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

5.9 AUTHORITY TO CONTRACT. Each party warrants and represents that it has power authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

5.10 GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Florida, venue by Oakland Cooper City. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.

5.11 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
5.12 NOTICES. All notices, requests, demands, payments and other communications which are
required or may be given under this Agreement shall be in writing and shall be deemed to have
been duly given if delivered personally, telecopied or sent by nationally recognized overnight
carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HCI:
HydroCorp, Inc.
c/o Mark Martin
5700 Crooks Road, Ste. 100
Troy, MI 48098
(248) 250-5000
(248) 250-5055 fax

If to City:
Michael F. Bailey, P.E.
City of Cooper City
11791 SW 49th Street
Cooper City, Florida 33330

5.16 SEVERABILITY. Should any part of this Agreement for any reason, be declared invalid or
void, such declaration will not affect the remaining portion which will remain in full force and
effect as if the Agreement has been executed with the invalid portion eliminated.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date
first above written.

Cooper City, FL

By: __________________________
Its: __________________________

Date: ________________________   Date: 8/16/2018

HydroCorp, Inc.

By: Larry J. La Bute
Its: Chairman/CEO
Attachment B

REFERENCES

1. ENTITY/COMPANY NAME: City of Cooper City
   ADDRESS: 11791 Southwest 49th Street Cooper City, FL 33330
   CONTACT NAME: James T. Molaschi, E.I.
   CONTACT TITLE: Assistant Utility Director
   TELEPHONE: 954-434-5519
   E-MAIL (REQUIRED): jmolaschi@coopercityfl.org

2. ENTITY/COMPANY NAME: Village of Palm Springs
   ADDRESS: 226 Cypress Land
   CONTACT NAME: Matthew Hammond
   CONTACT TITLE: Public Works Director
   TELEPHONE: 561-641-3440
   E-MAIL (REQUIRED): mhammond@vpsfl.org

3. ENTITY/COMPANY NAME: City of Lake City
   ADDRESS: 144 SE Ozone Loop Lake City, FL 32025
   CONTACT NAME: Mike Osborn
   CONTACT TITLE: Chief Operator/Utility Department
   TELEPHONE: 386-466-3350
   E-MAIL (REQUIRED): osbornm@lcfla.com

This page shall be completed IN FULL and submitted with your bid.
ATTACHMENT C
(Page 1 of 2)

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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 the CITY OF COOPER CITY, FLORIDA

   by: Larry J. La Bute  CEO
   (print individual's name and title)

   for: HydroCorp
   (print name of entity submitting sworn statement)

   whose business address is: 5700 Crooks Road  Suite 100  Troy, MI  48098 (Main Office)
   33-C Melbourne, FL  32940 (Florida Office)

   and (if applicable) its Federal Employer Identification Number (FEIN) is: : 38-2810008

   (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)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

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 an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury 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:

   a) A predecessor or successor of a person convicted of a public entity crime; or
   b) 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, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

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

[X] This 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 subsequent to July 1, 1989.

[X] 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 subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered 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. (attach 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 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. 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

STATE: FLORIDA
COUNTY: Brevard

Sworn to (or affirmed) and subscribed before me this 31st day of July 2020 by: LaBute

Name of person making statement

BETH M. HOFFMAN
State of Florida Notary Public
Commission # FF 995007
My Commission Expires May 22, 2020

Signature of Notary Public - State of Florida

Personally Known ___ OR Produced Identification

Type of Identification Produced FL driver's license

BETH M. HOFFMAN
State of Florida Notary Public
Commission # FF 995007
My Commission Expires May 22, 2020
ATTACHMENT D

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: Larry J. La Bute
(print individual's name and title)
for: HydroCorp
(print name of entity submitting sworn statement)
whose business address is: 5700 Crooks Road, Suite 100 Troy, MI 48098

and (if applicable) its Federal Employer Identification Number (FEIN) is: 38-2810008
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ______________________)

I, being duly first sworn state:
That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature

STATE: FLORIDA
COUNTY: Broward

Sworn to (or affirmed) and subscribed before me this 31st day of July, 2018 by: Larry J. La Bute
Name of person making statement

(NOTARY SEAL)

Signature of Notary Public - State of Florida

BETH M. HOFFMAN
Name of Notary Typewritten, Printed or Stamped

Personally Known ___ OR Produced Identification ___
Type of Identification Produced ___ Driver License ___

City Council Agenda Packet - November 5, 2019
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ATTACHMENT E

BUSINESS ENTITY AFFIDAVIT

I, Florida Hydro Corp Inc., 33-C Suntree Place, Melbourne, FL 32940, being first duly sworn state:
The full legal name and business address of the person(s) or entity proposing to contract or transact business with
the City of Cooper City ("City") are (Post Office addresses are not acceptable), as follows:

Federal Employer Identification Number (FEIN) (If none, Social Security Number)

38-2810008

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

HydroCorp

5700 Crooks Road, Suite 100 Troy, MI 48098

State and Date of Incorporation: Michigan, 1986

Signature of Affiant

Larry J. LaBute

Print Name

STATE: FLORIDA

COUNTY: Escambia

Sworn to (or affirmed) and subscribed before me this 31st day of
July 2018 by: Larry J. LaBute

Name of person making statement

(BETM Haflman

Name of Notary Public - State of Florida

(NOTARY SEAL)

BETH M. HOFFMAN

State of Florida Notary Public

Commission # FF 995007

My Commission Expires

May 22, 2020

Personally Known OR Produced Identification

Type of Identification Produced

FL DRIVERS LICENSE

SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

PROPOSER'S LEGAL NAME
## PRICING SHEET

### CROSS-CONNECTION CONTROL PROGRAM MANAGEMENT SERVICES

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<td>BPA Testing Fee</td>
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<td>Fire Protection BPA Testing Fee</td>
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<td>BPA Repair Fee (attach chart for 2&quot; and below)</td>
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<td>BPA Installation Fee (attach chart for 2&quot; and below)</td>
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<tr>
<td>External Site Inspection Fee</td>
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Submitted by: Larry J. La Bute

Authorized Signature: [Signature]

Company Name: HydroCorp

Date: 7/31/2018

---

STATE: FLORIDA
COUNTY: [County]

Sworn to (or affirmed) and subscribed before me this 31st day of July, 2018 by: Larry J. La Bute

Name of person making statement

Signature of Notary Public - State of Florida

Name of Notary Typewritten, Printed, or Stamped

Personally Known OR Produced Identification

Type of Identification Produced: [License]

City Council Agenda Packet - November 5, 2019 Page 132 of 336
# REPAIR PRICING as of JULY 31st, 2018

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DATE: November 5, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution No. 2019-183, Adoption of the Wolf Branch Innovation District Implementation Plan

Introduction:
This is a request for City Council to approve Resolution No. 2019-183, Adoption of the Revised Wolf Branch Innovation District Implementation Plan.

Discussion:
City Council initially adopted the Wolf Branch Innovation District Implementation Plan through Resolution No. 2019-106 on October 15, 2019. At the October 22, 2019 Lake County Board of County Commissioners meeting, the plan was adopted but with the footnote "Nothing obligates any public sector funding nor does anything preclude public-private partnership funding for these roads" added to page 33. Resolution No. 2019-183 is readopting the Wolf Branch Innovation District Implementation Plan to incorporate this change.

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. Land Development Code regulations must be consistent with adopted Comprehensive Plan goals and polices, accordingly.

Budget Impact:
The WBID implementation plan outlines necessary 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 likelihood that the City will be awarded grant funding 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 to approve Resolution No. 2019-183.

**Attachment(s):**

Prepared by: Misty Sommer, Deputy City Clerk
Reviewed by: Tim Wilson, Approved - 10/29/2019
Sherry Sutphen , City Attorney Approved - 10/29/2019
Gwen Johns, City Clerk Approved - 10/29/2019
Misty Sommer, Deputy City Clerk Approved - 10/29/2019
Robin R. Hayes, City Manager Final Approval - 10/29/2019
RESOLUTION NO. 2019-183

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE WOLF BRANCH INNOVATION DISTRICT IMPLEMENTATION PLAN; PROVIDING FOR REPEAL OF PRIOR RESOLUTION; PROVIDING FOR ADOPTION OF THE REVISED 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, finalized the comprehensive implementation plan after receiving input from property owners and stakeholders in the study area the City of Mount Dora and Lake County; and

WHEREAS, the City of Mount Dora determined that the it is in the best interest of its citizens to adopt the plan developed by Levey Consulting, LLC, to serve as its master plan for the Wolf Branch Innovation District; and on October 15, 2019, the City adopted the final Wolf Branch Innovation District Implementation Plan through Resolution 2019-106; and

WHEREAS, on October 22, 2019, the Lake County Board of County Commissioners adopted a revised version of the Wolf Branch Innovation District Implementation Plan which had been adopted by the City; and

WHEREAS, the City has determined that it is in its best interest to adopt the revised version of the Wolf Branch Innovation District Implementation Plan which was adopted by Lake County.

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.

Resolution No. 2019-183
1 of 4
SECTION 2. Repeal of Prior Resolution. City of Mount Dora Resolution No. 2019-106 is hereby repealed in its entirety.

SECTION 3. Adoption of Revised Plan. The City hereby adopts the Wolf Branch Innovation District Implementation Plan dated September 20, 2019, as revised on October 22, 2019, attached hereto as Exhibit “A”.

SECTION 4. 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 5. Savings Clause. All prior actions of the City pertaining to the revised 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 6. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and the City Attorney, may be corrected.

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

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

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

Signatures on following page
PASSED AND ADOPTED this 5th day of November, 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
Wolf Branch Innovation District
Implementation Plan
Amended and Adopted by Lake County on October 22, 2019
Adopted by City of Mount Dora on November 5, 2019
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.
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 economy 2.

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 ‘differentiator’ 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.

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.

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1 Arora, A., Florida, R., Gates, G. and Kamlet, M., Human Capital, Quality of Place, and Location; 2010
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 of 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.

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. The vertical mixing of uses is encouraged. Each quadrant of the Gateway District will be subject to the requisite mix of uses shown in Table 4 on Page 11.

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>Residential</th>
<th>Employment 1</th>
<th>Flex / Industrial</th>
<th>Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Mix</td>
<td>Acres</td>
<td>Desired Average Density (du/ac)</td>
<td>Build-out (units)</td>
</tr>
<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>
</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>
</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>
</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>
</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>
</tr>
</tbody>
</table>

1 Employment includes, but is not limited to, Research, Education, Clinical Health Care, and Professional Services
Figure 5: Development Sub-Areas

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

East 1
Gateway
West 1
East 2A
East 2B
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>
<thead>
<tr>
<th>Table 2: Parcels Recommended for FLU Change</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MAP ID</strong></td>
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<td>1</td>
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<td>73</td>
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</tbody>
</table>
Figure 9: Recommended Plan with FLU Changes

Wolf Branch Road
Round Lake Road
US HWY 441
SR 46
Gateway

LAND USES (PROPOSED)
- Rural
- Single-Family up to 4.0 DU/Ac
- Multi-Family
- Commercial
- 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 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>Floor Area Ratio Maximum</td>
<td>3.0</td>
</tr>
<tr>
<td>Residential Use</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>Jobs/Housing Ratio</td>
<td>10,000 SF/1 Dwelling Unit</td>
</tr>
<tr>
<td>Commercial Use</td>
<td>No more than 20% of floor area (hotels excluded)</td>
</tr>
<tr>
<td>Permitted Uses</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>Conditional Uses</td>
<td>Light industrial (outside enclosed building); hospitals; heliports; borrow pits</td>
</tr>
<tr>
<td>Prohibited Uses</td>
<td>Single Family</td>
</tr>
</tbody>
</table>

Table 4 summarizes the recommended changes.
### 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 desirous 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

Nemours Children’s Hospital, Lake Nona
Medical City, Lake Nona
Lake Point, Orlando
Design Precedents: Commercial/Mixed Use Land Uses

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

- **Colonial Town Park, Seminole County**
  - 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 in 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 (drop-offs 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.
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.

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.
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.

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**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.

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**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.

Example ground floor residential character, with stoop and landscaped area providing transition to public sidewalk.

Workplace example of appropriate material selection and composition.
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 off-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 blocks 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 unavoidable.
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, kneewalls, 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.
Capital Improvement Plan
Capital Improvement Program

The Master Plan and Design Guidelines for the WBID is the product of a review of prior planning and market studies, and a reconceptualization of a more contemporary approach to designing and constructing an attractive and economically competitive location for employment. The creation of such a place requires investment – both public and private – to be successful.

Identifying the large-scale expenditures necessary for success is important for policymakers and stakeholders to understand what level of investment is necessary to achieve success. This section of the Master Plan is included to identify those required investments, the estimated timing, and which sector, public or private, is responsible for implementation.

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 5: Capital Improvement Program Table

<table>
<thead>
<tr>
<th>Roads - Public</th>
<th>FY19-20</th>
<th>FY20-21</th>
<th>FY21-22</th>
<th>FY22-23</th>
<th>FY23-24</th>
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<tr>
<td>Gateway Monumentation</td>
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<td>$500,000</td>
<td>Monumentation and landscape on all four quadrants</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)

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****. Nothing obligates any public sector funding nor does anything to preclude public-private partnership funding for these roads.
Finance

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>
<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 benefited 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 benefiting 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 the 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>

Table 7: Recommended Implementation Actions
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: November 5, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution No. 2019-174, Master Fee Schedule Updates

Introduction:
This is a request for City Council to approve Resolution No. 2019-174, Master Fee Schedule Updates.

Discussion:
Resolution No. 2019-174 includes Exhibit "A" and Exhibit "B," which list the existing fees and all updates. At the August 27, 2019 City Council Work Session, the fees included in Exhibit "A" were discussed by each City Department with recommended changes. City fees are actual pass-through costs for various City services, programs, development applications, permits, library services, etc.

The fees included in Exhibit "B" are related to Special Events and are the fees that were adopted by Resolution No. 2018-82 for Fiscal Year 2018-19. At a future work session, Leisure Services will present recommended changes for City Council discussion.

The City uses a "Master Fee" Schedule to establish fees for a variety of services. The current Master Fee Schedule was last adopted by Resolution No. 2018-82 on June 5, 2018. As such, the Master Fee Schedule now requires updating to ensure all fees are accurately capturing the cost to provide any specific service provided.

Budget Impact:
This fee schedule will set the rates by which certain City revenues are generated to cover the operational costs required to provide those services and/or programs.

Strategic Impact:
This action "memorializes" all of the various ordinances and resolutions establishing (and/or amending) the various fees. Service and program fees are consistent with Fiscal Resources strategic goals of the City.
**Recommendation** City Council approve Resolution Number 2019-174.

**Attachment(s):**

Prepared by: Gwen Johns, City Clerk
Reviewed by: Tom Klinker, Finance Director
Merry Lovern, Merry Lovern, Deputy City Clerk
Misty Sommer, Deputy City Clerk
Robin R. Hayes, City Manager

Approved - 10/22/2019
Approved - 10/22/2019
Approved - 10/22/2019
Final Approval - 10/23/2019
RESOLUTION NO. 2019-174

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE MASTER FEE SCHEDULES FOR THE CITY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF PRIOR FEE RESOLUTION; PROVIDING FOR ADOPTION OF MASTER FEE SCHEDULES; PROVIDING 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, City’s budget and financial policies require that to the extent possible and reasonable, City services should be supported by fees and charges in order to provide maximum flexibility in the use of general City taxes to provide for a broader public benefit; and

WHEREAS, the City of Mount Dora has enacted various codes and ordinances which provide for the creation and maintenance of a multitude of City programs and/or services, the nature of which require funding, at least in part, by user fees; and

WHEREAS, the City processes various land development, building and inspection permits, licenses, site plans, maps and administrative changes, the nature of which require funding, at least in part, by user fees; and

WHEREAS, the provisions of controlling Florida law provide authorization for a municipality to levy reasonable fees and charges commensurate with the cost of the activities, functions and programs which are funded by the City; and

WHEREAS, it is fiscally prudent and appropriate for the City, from time-to-time, to establish the reasonable fees and charges for administering the various programs and services provided by the City; and

WHEREAS, the City has determined that all of the fees set forth hereinafter are equitable and necessary for the program, service or function supported by the same; and

WHEREAS, the City finds that all conditions precedent and notices required by Florida law, which are necessary to accomplish the actions taken herein have been appropriately implemented.

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. Repeal of Prior Fee Resolution. City of Mount Dora Resolution No. 2018-82, is hereby repealed in its entirety.

SECTION 3. Adoption of Master Fee Schedules.
A. The schedule of all City collected fees except for Special Event related fees, attached hereto as Exhibit A, is hereby approved and adopted for implementation.

B. The schedule of all City collected Special Event related fees, attached hereto as Exhibit B, is hereby approved and adopted for implementation.

SECTION 4. Implementation of 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 5. Savings Clause. All prior actions of the City of Mount Dora pertaining to the adoption of the Fee Schedules for fees collected by the City, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

Signatures on Following Page

Resolution No. 2019-174
Page 2 of 3
PASSED AND ADOPTED this 5th day of November, 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. 2019-174
Page 3 of 3
### Exhibit A

**CITY OF MOUNT DORA CITY FEE SCHEDULE**

**Customer Service/Utilities**

<table>
<thead>
<tr>
<th><strong>Miscellaneous Rates</strong></th>
<th><strong>Fee</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Termination Charge (Business Hours)</td>
<td>$10.00</td>
</tr>
<tr>
<td>Termination Charge (After Hours)</td>
<td>$35.00</td>
</tr>
<tr>
<td>Reconnection Charge (Business Hours)</td>
<td>$20.00</td>
</tr>
<tr>
<td>Reconnection Charge (After Hours)</td>
<td>$75.00</td>
</tr>
<tr>
<td>Reconnection Charge if disconnected at pole</td>
<td>$50.00</td>
</tr>
<tr>
<td>Meter Tampering</td>
<td>$250.00</td>
</tr>
<tr>
<td>File Lien</td>
<td>$20.00</td>
</tr>
<tr>
<td>Meter test charge if equipment determined not defective</td>
<td>$10.00</td>
</tr>
<tr>
<td>Regular Backflow Monitor and Test</td>
<td>$4.17</td>
</tr>
<tr>
<td>Fire Backflow Monitor and Test</td>
<td>$9.17</td>
</tr>
</tbody>
</table>

**Connection Charges**

<table>
<thead>
<tr>
<th><strong>Temporary</strong></th>
<th><strong>Fee</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Private Area Light</strong></td>
<td>$75.00</td>
</tr>
<tr>
<td>Install light on existing Pole</td>
<td>$75.00</td>
</tr>
<tr>
<td>Install light on new wood Pole</td>
<td>$320.00</td>
</tr>
<tr>
<td><strong>Permanent Single Phase</strong></td>
<td>$125.00</td>
</tr>
<tr>
<td><strong>Permanent Three Phase up to 200 amperes</strong></td>
<td>$250.00</td>
</tr>
<tr>
<td><strong>Permanent Three Phase over to 200 amperes</strong></td>
<td>$450.00</td>
</tr>
<tr>
<td><strong>Overhead Service Drop of 200 amperes or less and less than 100</strong></td>
<td>$250.00</td>
</tr>
<tr>
<td><strong>All Other Overhead Service Drops,</strong></td>
<td>actual cost</td>
</tr>
<tr>
<td><strong>Underground Service</strong></td>
<td>actual cost</td>
</tr>
<tr>
<td>Change over from one type of service to another</td>
<td>Subtract new service connection fee</td>
</tr>
<tr>
<td>Account termination charge (for electric and water services)</td>
<td>$5.00</td>
</tr>
</tbody>
</table>

**Deposits**

<table>
<thead>
<tr>
<th><strong>Water</strong></th>
<th><strong>Fee</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>$40.00</td>
</tr>
<tr>
<td>Commercial &amp; Industrial</td>
<td>$40.00</td>
</tr>
<tr>
<td>Multi-Family</td>
<td>$40.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Wastewater</strong></th>
<th><strong>Fee</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>$75.00</td>
</tr>
<tr>
<td>Commercial &amp; Industrial</td>
<td>$75.00</td>
</tr>
<tr>
<td>Multi-Family</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Irrigation</strong></th>
<th><strong>Fee</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>$60.00</td>
</tr>
<tr>
<td>Commercial &amp; Industrial</td>
<td>$60.00</td>
</tr>
<tr>
<td>Multi-Family</td>
<td>$60.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Reclaimed Water</strong></th>
<th><strong>Fee</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>$60.00</td>
</tr>
<tr>
<td>Commercial &amp; Industrial</td>
<td>$60.00</td>
</tr>
<tr>
<td>Multi-Family</td>
<td>$60.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Electric</strong></th>
<th><strong>Fee</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>$240.00</td>
</tr>
<tr>
<td>Commercial &amp; Industrial non-demand service</td>
<td>$240.00</td>
</tr>
<tr>
<td>Commercial &amp; Industrial demand service</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>
## CITY OF MOUNT DORA CITY FEE SCHEDULE
### Customer Service/Utilities

### UTILITY RATES - RESIDENTIAL

<table>
<thead>
<tr>
<th>Utility</th>
<th>Inside City</th>
<th>Outside City</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Electric</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customer Charge (per kw hour)</td>
<td>$8.95</td>
<td>$8.95</td>
</tr>
<tr>
<td>Energy Charge (per kw hour)</td>
<td>$0.04</td>
<td>$0.04</td>
</tr>
<tr>
<td>Power Cost (per kw hour)</td>
<td>$0.06</td>
<td>$0.06</td>
</tr>
<tr>
<td>Gross Receipts Tax (percentage)</td>
<td>2.50%</td>
<td>2.50%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Water</strong></th>
<th>Inside City</th>
<th>Outside City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Availability Per Unit (not metered)</td>
<td>$10.32</td>
<td>$12.90</td>
</tr>
<tr>
<td>Availability Per Unit (metered)</td>
<td>$7.22</td>
<td>$9.03</td>
</tr>
<tr>
<td>0 to 8977 (gallons) of Consumption</td>
<td>$1.80000000</td>
<td>$2.25000000</td>
</tr>
<tr>
<td>8977.0-17953 (gallons) of Consumption</td>
<td>$3.60000000</td>
<td>$4.50000000</td>
</tr>
<tr>
<td>17953.0-26930 (gallons) of Consumption</td>
<td>$5.40000000</td>
<td>$6.75000000</td>
</tr>
<tr>
<td>26930.0 and up (gallons) of Consumption</td>
<td>$7.20000000</td>
<td>$9.00000000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Sewer</strong></th>
<th>Inside City</th>
<th>Outside City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Availability Per Unit (not metered)</td>
<td>$27.91</td>
<td>$34.88</td>
</tr>
<tr>
<td>Availability Per Unit (metered)</td>
<td>$19.55</td>
<td>$24.43</td>
</tr>
<tr>
<td>0 to 8977 (gallons) of Consumption</td>
<td>$4.75000000</td>
<td>$5.94000000</td>
</tr>
<tr>
<td>8977 and Up (and Customers without Irrigation Meter)</td>
<td>$4.75000000</td>
<td>$5.94000000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Irrigation</strong></th>
<th>Inside City</th>
<th>Outside City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Availability Per Unit (not metered)</td>
<td>$10.32</td>
<td>$12.90</td>
</tr>
<tr>
<td>0 to 17953 (gallons) of Consumption</td>
<td>$3.60000000</td>
<td>$4.50000000</td>
</tr>
<tr>
<td>17953.0-26930 (gallons) of Consumption</td>
<td>$5.40000000</td>
<td>$6.75000000</td>
</tr>
<tr>
<td>26930.0 and Up (gallons) of Consumption</td>
<td>$7.20000000</td>
<td>$9.00000000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Reclaimed Water</strong></th>
<th>Inside City</th>
<th>Outside City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Availability Per Unit (not metered)</td>
<td>$10.32</td>
<td>$12.90</td>
</tr>
<tr>
<td>0 to 17953 (gallons) of Consumption</td>
<td>$0.00053000</td>
<td>$0.00066000</td>
</tr>
<tr>
<td>17953.0-26930 (gallons) of Consumption</td>
<td>$0.00079000</td>
<td>$0.00099000</td>
</tr>
<tr>
<td>26930.0 and Up (gallons) of Consumption</td>
<td>$0.00105000</td>
<td>$0.00132000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Garbage</strong></th>
<th>Inside City</th>
<th>Outside City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flat Fee</td>
<td>$20.87</td>
<td></td>
</tr>
</tbody>
</table>
# CITY OF MOUNT DORA CITY FEE SCHEDULE

## Electric Department

### Electric Utility Rates

<table>
<thead>
<tr>
<th>Electric Residential</th>
<th>Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge (per kw hour)</td>
<td>$10.17</td>
</tr>
<tr>
<td>Energy Charge (per kw hour)</td>
<td>$0.045810</td>
</tr>
</tbody>
</table>

#### General Service - Non Demand

<table>
<thead>
<tr>
<th>Service</th>
<th>Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Phase (per month)</td>
<td>$10.17</td>
</tr>
<tr>
<td>Three Phase (per month)</td>
<td>$22.90</td>
</tr>
<tr>
<td>Energy Charge (per kw hour)</td>
<td>$0.045810</td>
</tr>
</tbody>
</table>

#### General Service - Demand

<table>
<thead>
<tr>
<th>Service</th>
<th>Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge (per month)</td>
<td>$22.90</td>
</tr>
<tr>
<td>Demand Charge (per kw hour-mo)</td>
<td>$5.58</td>
</tr>
<tr>
<td>Energy Charge (per kw hour)</td>
<td>$0.006370</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Public Street &amp; Highway Lighting Service</th>
<th>Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>175 Watt Mercury Vapor</td>
<td>$11.03</td>
</tr>
<tr>
<td>100 Watt High Pressure Sodium</td>
<td>$11.48</td>
</tr>
<tr>
<td>150 Watt High Pressure Sodium</td>
<td>$9.53</td>
</tr>
<tr>
<td>Antique Lights - Highland Phase 1 &amp; 2</td>
<td>$11.48</td>
</tr>
<tr>
<td>Antique Lights - Community Development</td>
<td>$12.25</td>
</tr>
<tr>
<td>400 Watt High Pressure Sodium - Palm Island</td>
<td>$18.62</td>
</tr>
<tr>
<td>400 Watt High Pressure Sodium Cobra - Highway</td>
<td>$21.73</td>
</tr>
<tr>
<td>400 Watt MH Shoebox - FBC/FBF</td>
<td>$19.72</td>
</tr>
<tr>
<td>26 Watt FL Acorn</td>
<td>$11.67</td>
</tr>
<tr>
<td>40 Watt FL Acorn</td>
<td>$11.67</td>
</tr>
<tr>
<td>40 Watt LED Acorn - Corncob</td>
<td>$8.95</td>
</tr>
<tr>
<td>55 Watt LED Acorn - Retrofit</td>
<td>$10.44</td>
</tr>
<tr>
<td>66 Watt LED Acorn - Sternberg</td>
<td>$18.02</td>
</tr>
<tr>
<td>110 Watt LED Cobra - Street</td>
<td>$10.51</td>
</tr>
<tr>
<td>80 Watt LED Cobra - Street</td>
<td>$8.77</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Private Area Lighting Service</th>
<th>Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 Watt High Pressure Sodium</td>
<td>$11.19</td>
</tr>
<tr>
<td>57 Watt LED Dusk to Dawn</td>
<td>$9.42</td>
</tr>
</tbody>
</table>

### Power Cost

<table>
<thead>
<tr>
<th>Power Cost</th>
<th>Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power Cost Charge (per kwh)</td>
<td>$0.058650</td>
</tr>
<tr>
<td>COMMERCIAL &amp; MULTI FAMILY PERMIT FEES</td>
<td>FEE</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>-----</td>
</tr>
<tr>
<td>Commercial and Multi-Family New Construction, or Additions</td>
<td>$75.00 base fee; plus $7.00 per $1,000.00 or fraction thereof construction value.</td>
</tr>
<tr>
<td>Commercial and Multi-Family Alteration, In-ground Pools, or Spas</td>
<td>$75.00 base fee; plus $7.00 per $1,000.00 or fraction thereof construction value.</td>
</tr>
<tr>
<td>Commercial and Multi-Family Sub-Contractors</td>
<td>$75.00 base fee; plus $7.00 per $1,000.00 or fraction thereof construction value.</td>
</tr>
<tr>
<td>Commercial and Multi-Family Foundation Permit Fee (All Impact Fees shall be paid prior to issuance of foundation permit)</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

**NOTE:** Commercial and Multi-Family stand-alone permits: 
Mechanical, 
roofing, electrical, gas plumbing and sign...

- Change in Use is considered a commercial alteration and the applicable fees shall apply.

### ONE & TWO FAMILY DWELLING PERMIT FEES

<table>
<thead>
<tr>
<th>Fee</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$75.00</td>
<td>Plumbing, re-pipe, or upgrade (including water heater replacement)</td>
</tr>
<tr>
<td>$50.00</td>
<td>Electrical, new service, or upgrade</td>
</tr>
<tr>
<td>$50.00</td>
<td>AC and heating unit replacement or upgrade</td>
</tr>
<tr>
<td>$50.00</td>
<td>Fences</td>
</tr>
<tr>
<td>$50.00</td>
<td>Stucco</td>
</tr>
<tr>
<td>$50.00</td>
<td>Siding</td>
</tr>
<tr>
<td>$50.00</td>
<td>Soffit and fascia</td>
</tr>
<tr>
<td>$50.00</td>
<td>Roofing</td>
</tr>
<tr>
<td>$50.00</td>
<td>One-Two Family Dwelling Flagpole</td>
</tr>
<tr>
<td>$50.00</td>
<td>Spa</td>
</tr>
<tr>
<td>$75.00</td>
<td>Private above-ground pool</td>
</tr>
<tr>
<td>$75.00</td>
<td>Windows and/or Doors</td>
</tr>
<tr>
<td><strong>$150.00</strong></td>
<td><strong>Residential stand-alone permits.</strong> Permit involving more than one trade shall be housed as a One-Two Family Dwelling alteration or addition</td>
</tr>
</tbody>
</table>

### DEMOLITION OR MOVING A STRUCTURE PERMIT

<table>
<thead>
<tr>
<th>Fee</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$75.00</td>
<td>Permits for demolition of building or structures</td>
</tr>
</tbody>
</table>

### WORK WITHOUT A PERMIT

<table>
<thead>
<tr>
<th>Fee</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$150.00</td>
<td>Issuance of permit after construction has commenced</td>
</tr>
<tr>
<td>$250.00</td>
<td>Release of Stop Work Order</td>
</tr>
</tbody>
</table>

### RE-INSPECTION FEES

<table>
<thead>
<tr>
<th>Fee</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$50.00</td>
<td>Re-Inspection Fee</td>
</tr>
</tbody>
</table>

### USE OF A PRIVATE PROVIDER INSPECTION SERVICES

<table>
<thead>
<tr>
<th>Fee</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reduction in fees by 5%</td>
<td>Reduction in fees by 13%</td>
</tr>
</tbody>
</table>

### OTHER INSPECTIONS

<table>
<thead>
<tr>
<th>Fee</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$55.00/hour</td>
<td>Inspections during other than normal business hours</td>
</tr>
<tr>
<td>$55.00/hour billable at 10 Minute intervals</td>
<td>Inspections outside of enforcement of the Florida Building Code, including City Codes or Ordinances</td>
</tr>
</tbody>
</table>

### CONSTRUCTION PLAN REVIEW

<table>
<thead>
<tr>
<th>Fee</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$35.00</td>
<td>Revision/Re-Stammp fee for Commercial &amp; Multi-Family Plan Review</td>
</tr>
<tr>
<td>$35.00</td>
<td>Cost for commercial alteration or addition</td>
</tr>
<tr>
<td>$150.00</td>
<td>Construction Plan Review Fee</td>
</tr>
</tbody>
</table>

### COMMERCIAL/MULTI FAMILY PLAN REVIEW

<table>
<thead>
<tr>
<th>Fee</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>50% of the Building Permit Fee</td>
<td>Construction Plan Review Fee by the Building Official or Fire Official in conjunction with a building permit application</td>
</tr>
<tr>
<td>50% of the Plan Review Fee</td>
<td>Plan Review Fee for Re-Submission</td>
</tr>
<tr>
<td>$0.50 per square foot</td>
<td>Commercial and Multi-Family Fire Life Safety Plan Review</td>
</tr>
</tbody>
</table>

### ONE & TWO FAMILY PLAN REVIEW

<table>
<thead>
<tr>
<th>Fee</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10% of the Building Permit Fee</td>
<td>Construction Plan Review Fee by the Building Official or Fire Official in conjunction with a building permit application</td>
</tr>
<tr>
<td>50% of the Plan Review Fee</td>
<td>Plan Review Fee for Re-Submission</td>
</tr>
<tr>
<td>$35.00</td>
<td>Revision/Re-Stamp fee for One &amp; Two Family Dwellings</td>
</tr>
</tbody>
</table>

### MASTER FILE FEES

<table>
<thead>
<tr>
<th>Fee</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$30.00 per anum based on City's fiscal year</td>
<td>The Building Official or his designee shall collect this fee to maintain documents for all master files or until a FBC edition change whichever happens first. Payment of the fee entitles the contractor to master file the following documents: Single Family Residents/Screen Enclosures/Boat Docks/Sheds/Solar Panels/HVAC Tie-Downs/Pre-Engineered Fire Suppression Systems</td>
</tr>
</tbody>
</table>

### REJECTION OF PLANS

<table>
<thead>
<tr>
<th>Fee</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$30.00 per anum based on City's fiscal year</td>
<td>Rejection of the design documents based on Florida Building codes three or more times for failure to correct a code violation which was specifically noted in each rejection</td>
</tr>
</tbody>
</table>

***County Impact Fees are subject to change with notification from the County.
# CITY OF MOUNT DORA CITY FEE SCHEDULE

**Building & Fire Services/Impact Fees**

***City Impact Fees are subject to change with Council approval.***

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## PERMIT SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change of Primary Contractor</td>
<td>$50.00</td>
</tr>
<tr>
<td>Change of Subcontractor</td>
<td>$30.00</td>
</tr>
</tbody>
</table>

## OTHER PERMIT RELATED FEES

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Temporary or conditional certificate of occupancy</td>
<td>$110.00</td>
</tr>
<tr>
<td>Replacement of building permit card</td>
<td>$5.00</td>
</tr>
<tr>
<td>Extension of Permit</td>
<td>$50.00 or 10% of original permit fee whichever is greater.</td>
</tr>
</tbody>
</table>

## PERMIT RENEWALS (ON EXPIRED PERMITS)

<table>
<thead>
<tr>
<th>Status</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>No inspections conducted</td>
<td>100% of Original Fee</td>
</tr>
<tr>
<td>Slab inspection approved, slab poured</td>
<td>80% of Original Fee</td>
</tr>
<tr>
<td>Rough all inspections approved</td>
<td>50% of Original Fee</td>
</tr>
<tr>
<td>Insulation inspection approved</td>
<td>30% of Original Fee</td>
</tr>
<tr>
<td>Pending final inspection only</td>
<td>10% of Original Fee</td>
</tr>
</tbody>
</table>

## MISCELLANEOUS

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Product Approval (per hour - 1 Hour Minimum)</td>
<td>$65.00</td>
</tr>
<tr>
<td>Evaluation of Alternative Material and Methods (When required by the Building Official to be reviewed by a 3rd 1 hour minimum) party the expenses, will be paid by applicant.)</td>
<td>$65/hour with 1 hour minimum</td>
</tr>
<tr>
<td>Flood Determination Letter</td>
<td>$25.00</td>
</tr>
<tr>
<td>Status of property letter (open permits, stop work orders, etc)</td>
<td>$25.00</td>
</tr>
<tr>
<td>State of Florida Building Surcharge</td>
<td>3.0% of Permit Fee/Min. Amount $4.00</td>
</tr>
<tr>
<td>Lien Law Fee</td>
<td>$5.00</td>
</tr>
<tr>
<td>Rental License &amp; Inspection</td>
<td>$80.00</td>
</tr>
</tbody>
</table>

## FIRE INSPECTION FEES

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Alarm Inspection</td>
<td>$70.00 per fire alarm</td>
</tr>
<tr>
<td>Fire Sprinkler Inspection</td>
<td>$70.00 per fire sprinkler</td>
</tr>
<tr>
<td>Fire Alarm Inspection, Standpipe Inspection</td>
<td>$50.00</td>
</tr>
<tr>
<td>Fire Pump Inspection</td>
<td>$50.00</td>
</tr>
<tr>
<td>24 hour air test</td>
<td>$50.00</td>
</tr>
<tr>
<td>Underground Fire Inspection</td>
<td>$70.00</td>
</tr>
<tr>
<td>Hood Inspection</td>
<td>$70.00</td>
</tr>
<tr>
<td>Fire Suppression System Inspection</td>
<td>$50.00</td>
</tr>
<tr>
<td>Commercial and Multi-Family (except one and two family dwellings) Fire Final (Life Safety Inspection) Inspection</td>
<td>$50.00</td>
</tr>
<tr>
<td>Request for building or hydrant flow</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

The inspection of non-cooking vendors/booths less than 200 square feet vender/booth individual area, that are entirely within a primary building, will be inspected as part of that building. Businesses with cooking facilities will be charged standard fire inspection fee. Additionally, in the event multiple businesses are registered as having the same physical address, the fire inspection fees shall be charged only to the property owner and not to each tenant.

## FIRE SYSTEMS PERMITS FEES

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire alarm, sprinkler, underground, suppression, hood, etc...</td>
<td>$75.00 base fee; plus $7.00 per $1,000 or fraction thereof construction value</td>
</tr>
</tbody>
</table>

## FIRE DEPARTMENT FEES

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Burn</td>
<td>$125.00</td>
</tr>
<tr>
<td>Firework/Pyrotechnic Display - includes inspection</td>
<td>$300.00</td>
</tr>
<tr>
<td>Sprinkler Sales</td>
<td>$75.00</td>
</tr>
<tr>
<td>Fire Watch - Fire Personnel</td>
<td>$29.40 per hour, per person</td>
</tr>
<tr>
<td>Fire watch - Equipment</td>
<td>$100.00 per vehicles, per day</td>
</tr>
<tr>
<td>Tent with occupancy load over 30 persons or those used for assembly</td>
<td>$25.00</td>
</tr>
<tr>
<td>Food Truck Inspection</td>
<td>$30.00 for 6 months</td>
</tr>
<tr>
<td>Re-inspections</td>
<td>$50.00</td>
</tr>
<tr>
<td>Routine Fire inspections up to 2,000 sq ft</td>
<td>$50.00</td>
</tr>
<tr>
<td>Routine Fire inspections from 2,001 sq ft to 4,000 sq ft</td>
<td>$125.00</td>
</tr>
<tr>
<td>Routine Fire inspections from 4,001 sq ft to 7,500 sq ft</td>
<td>$150.00</td>
</tr>
<tr>
<td>Routine Fire inspections from 7,501 sq ft to 15,000 sq ft</td>
<td>$200.00</td>
</tr>
<tr>
<td>Routine Fire inspections over 15,001 sq ft</td>
<td>$250.00</td>
</tr>
</tbody>
</table>

## METER FEES & IMPACT FEES

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Temporary</td>
<td>$75.00 (plus a minimum of $20.00 per month)</td>
</tr>
<tr>
<td>Permanent (Single Phase)</td>
<td>$225.00</td>
</tr>
<tr>
<td>Permanent (Three Phase - Up to 200 amperes)</td>
<td>$250.00</td>
</tr>
<tr>
<td>Permanent (Three Phase - over 200 amperes)</td>
<td>$450.00</td>
</tr>
</tbody>
</table>

## Changeover

Charges for substitution of one type of service for another shall be determined by subtracting the new service connection fee from the market value of the materials salvaged from initial use.

## WATER METERS

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>½ inch</td>
<td>$400.00</td>
</tr>
<tr>
<td>1 inch</td>
<td>$450.00</td>
</tr>
<tr>
<td>1 ½ inch</td>
<td>$775.00</td>
</tr>
<tr>
<td>2 inch</td>
<td>$875.00</td>
</tr>
<tr>
<td>4 inch</td>
<td>Cost Basis</td>
</tr>
<tr>
<td>6 inch</td>
<td>Cost Basis</td>
</tr>
<tr>
<td>Upgrades</td>
<td>Cost treated as a new installation</td>
</tr>
</tbody>
</table>
CITY OF MOUNT DORA CITY FEE SCHEDULE

**Building & Fire Services/Impact Fees**

***City Impact Fees are subject to change with Council approval.***

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### WATER IMPACT FEES

<table>
<thead>
<tr>
<th>Inside City</th>
<th>Outside City</th>
<th>New Rates Effective 1/1/2020 Inside City Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family</td>
<td>$2,526.82</td>
<td>$3,158.52</td>
</tr>
<tr>
<td>Duplex (1-2 Bedrooms)</td>
<td>$2,104.84</td>
<td>$2,631.05</td>
</tr>
<tr>
<td>Duplex (3+ Bedrooms)</td>
<td>$2,526.82</td>
<td>$3,158.52</td>
</tr>
<tr>
<td>Multi Family (1-2 Bedrooms)</td>
<td>$2,104.84</td>
<td>$2,631.05</td>
</tr>
<tr>
<td>Multi Family (3+ Bedrooms)</td>
<td>$2,526.82</td>
<td>$3,158.52</td>
</tr>
<tr>
<td>Mobile Home (1-2 Bedroom)</td>
<td>$1,685.79</td>
<td>$2,106.73</td>
</tr>
<tr>
<td>Mobile Home (3+ Bedroom)</td>
<td>$2,104.84</td>
<td>$2,631.05</td>
</tr>
</tbody>
</table>

**Note:** For all establishments not listed in the table, the total value (ERU) shall be determined by multiplying the number of fixture units by twenty-five (25) and divide the numerator by 300 GPD/ERU, then multiply by $2,526.82 (inside City) or $3,158.52 (outside the City).

### SEWER IMPACT FEES

<table>
<thead>
<tr>
<th>Inside City</th>
<th>Outside City</th>
<th>New Rates Effective 1/1/2020 Inside City Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family</td>
<td>$3,804.11</td>
<td>$4,755.13</td>
</tr>
<tr>
<td>Duplex (1-2 Bedrooms)</td>
<td>$3,168.82</td>
<td>$3,961.02</td>
</tr>
<tr>
<td>Duplex (3+ Bedrooms)</td>
<td>$3,804.11</td>
<td>$4,755.13</td>
</tr>
<tr>
<td>Multi Family (1-2 Bedrooms)</td>
<td>$3,168.82</td>
<td>$3,961.02</td>
</tr>
<tr>
<td>Multi Family (3+ Bedrooms)</td>
<td>$3,804.11</td>
<td>$4,755.13</td>
</tr>
<tr>
<td>Mobile Home (1-2 Bedroom)</td>
<td>$2,537.34</td>
<td>$3,171.67</td>
</tr>
<tr>
<td>Mobile Home (3+ Bedroom)</td>
<td>$3,168.82</td>
<td>$3,961.02</td>
</tr>
</tbody>
</table>

**Note:** For all establishments not listed in the table, the total value (ERU) shall be determined by multiplying the number of fixture units by twenty-five (25) and divide the numerator by 300 GPD/ERU, then multiply by $3,158.52 (inside City). Connection for buildings outside City Limits will increase impact fees by 25%.

### RECLAIMED WATER IMPACT FEES

<table>
<thead>
<tr>
<th>Inside City</th>
<th>Outside City</th>
<th>New Rates Effective 1/1/2020 Inside City Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family (400 GPD) - 0.12 acres</td>
<td>Currently, this fee does not exist</td>
<td>Currently, this fee does not exist</td>
</tr>
<tr>
<td>Duplex 0.06 acres or less</td>
<td>Currently, this fee does not exist</td>
<td>Currently, this fee does not exist</td>
</tr>
<tr>
<td>Multifamily Apartment Assisted Living</td>
<td>Currently, this fee does not exist</td>
<td>Currently, this fee does not exist</td>
</tr>
<tr>
<td>Mobile Home - 0.10 acres or less</td>
<td>Currently, this fee does not exist</td>
<td>Currently, this fee does not exist</td>
</tr>
<tr>
<td>Commercial - billed at 1ERU per 0.12 acres of greenspace/landscaping area</td>
<td>Currently, this fee does not exist</td>
<td>Currently, this fee does not exist</td>
</tr>
</tbody>
</table>

**Note:** For all establishments not listed in the table, the total value (ERU) shall be determined by multiplying the number of fixture units by twenty-five (25) and divide the numerator by 300 GPD/ERU, then multiply by $4,215.00 (inside City). Connection for buildings outside City Limits will increase impact fees by 25%.

### CITY IMPACT FEES

<table>
<thead>
<tr>
<th>Residential</th>
<th>TOTAL</th>
<th>PARKS &amp; RECS</th>
<th>PUBLIC LIBRARY</th>
<th>POLICE</th>
<th>FIRE/EMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family</td>
<td>$3,655.38</td>
<td>$2,814.64</td>
<td>$1,498.41</td>
<td>$298.52</td>
<td>$443.81</td>
</tr>
<tr>
<td>Multi Family</td>
<td>$3,169.14</td>
<td>$1,412.45</td>
<td>$753.92</td>
<td>$776.14</td>
<td>$238.63</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Non-Residential</th>
<th>TOTAL</th>
<th>PARKS &amp; RECS</th>
<th>PUBLIC LIBRARY</th>
<th>POLICE</th>
<th>FIRE/EMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial (per 1000 Sq Feet)</td>
<td>$1,499.43</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$1,032.87</td>
<td>$376.56</td>
</tr>
<tr>
<td>Office (per 1000 Sq Feet)</td>
<td>$421.29</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$71.64</td>
<td>$349.65</td>
</tr>
<tr>
<td>Institutional (per 1000 Sq Feet)</td>
<td>$2,344.47</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$71.64</td>
<td>$2,272.83</td>
</tr>
<tr>
<td>Industrial (per 1000 Sq Feet)</td>
<td>$321.51</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$240.81</td>
<td>$80.70</td>
</tr>
<tr>
<td>Warehouse (per 1000 Sq Feet)</td>
<td>$283.62</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$256.72</td>
<td>$26.90</td>
</tr>
</tbody>
</table>
## Lake County Transportation (Road) Impact Fees

### North Central Benefit District

<table>
<thead>
<tr>
<th>Category &amp; Land Use</th>
<th>Unit</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lodging</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lodging</td>
<td>per room</td>
<td>$416.00</td>
</tr>
<tr>
<td>Hotel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hotel</td>
<td>per room</td>
<td>$66.00</td>
</tr>
<tr>
<td>Motel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bed &amp; Breakfast</td>
<td>per bed</td>
<td>$131.00</td>
</tr>
<tr>
<td>Assisted Living</td>
<td>dwelling unit</td>
<td></td>
</tr>
<tr>
<td>Nursing Home</td>
<td>per bed</td>
<td>$131.00</td>
</tr>
<tr>
<td><strong>Retail/Commercial</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Convenience Retail (non-food/convenience store)</td>
<td>per 1000 sf</td>
<td>$7,589.00</td>
</tr>
<tr>
<td>Full Service Restaurant (Suburb/Rural)</td>
<td>per 1000 sf</td>
<td>$3,378.00</td>
</tr>
<tr>
<td>Day Care</td>
<td>per student</td>
<td>$110.00</td>
</tr>
<tr>
<td>Gas Station</td>
<td>per fuel pos.</td>
<td>$1,392.00</td>
</tr>
<tr>
<td>General Retail – Small (&lt;20,000 sf)</td>
<td>per 1000 sf</td>
<td>$518.00</td>
</tr>
<tr>
<td>General Retail – Large (&gt;20,000 sf) Shopping Center</td>
<td>per 1000 sf</td>
<td>$1,095.00</td>
</tr>
<tr>
<td>Bank / Pharmacy / Meeting Hall</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marina</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Golf Course</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amusement &amp; Recreation Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Racquet Club / Health Spa</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bowling Alley / Dance Studio</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specialty Retail / Hardware Store</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Recreation Center</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Home Training</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Movie Theater w/Matinee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Materials &amp; Lumber Store</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Superstore / Furniture Store</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Auto Sales / Service / Carwash</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shopping Center / Banks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Funeral Homes / Laundromats</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Office</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office</td>
<td>per 1000 sf</td>
<td>$935.00</td>
</tr>
<tr>
<td>Single Tenant Office Building</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office Park</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business Park</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Real Estate Office</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance Office</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel Office</td>
<td>per 1000 sf</td>
<td>$935.00</td>
</tr>
<tr>
<td>Radio &amp; Television Broadcasting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional or Consulting Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone Answering</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marketing Office</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Photocopy/Reproduction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advertising or Data Processing Office</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Veterinary Clinic</td>
<td>per 1000 sf</td>
<td>$557.00</td>
</tr>
<tr>
<td>Medical Office</td>
<td>per 1000 sf</td>
<td>$3,171.00</td>
</tr>
<tr>
<td><strong>Public/Institutional</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public/Institutional</td>
<td>per 1000 sf</td>
<td>$326.00</td>
</tr>
<tr>
<td>Elementary/secondary or higher</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Library</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mental Institutions</td>
<td>per 1000 sf</td>
<td>$326.00</td>
</tr>
<tr>
<td>General Recreation/County Park</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Station</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cemetery</td>
<td>per 1000 sf</td>
<td>$453.00</td>
</tr>
<tr>
<td>House of Worship</td>
<td>per 1000 sf</td>
<td>$453.00</td>
</tr>
<tr>
<td>Private School</td>
<td>per 1000 sf</td>
<td>$177.00</td>
</tr>
<tr>
<td>Elementary/secondary or higher</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hospital</td>
<td>per 1000 sf</td>
<td>$697.00</td>
</tr>
<tr>
<td><strong>Industrial/Manufacturing</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Industrial/Manufacturing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manufacturing Plants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Industrial Parks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Welding Shops</td>
<td>per 1000 sf</td>
<td>$638.00</td>
</tr>
<tr>
<td>Wholesale Bakeries</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utility Plants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilities Building</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agriculture Processing Facilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CITY OF MOUNT DORA CITY FEE SCHEDULE

Building & Fire Services/Impact Fees

***City Impact Fees are subject to change with Council approval.
***County Impact Fees are subject to change with notification from the County.

<table>
<thead>
<tr>
<th>Warehouse/Wholesale</th>
<th>per 1000 sf</th>
<th>$85.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warehouse – Passive (storage)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Moving and Storage Firms</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warehouse – Active (Fulfillment Center/Parcel Hub)</td>
<td>per 1000 sf</td>
<td>$1,145.00</td>
</tr>
<tr>
<td>Wholesale Distributors</td>
<td>per 1000 sf</td>
<td>$250.00</td>
</tr>
<tr>
<td>Tracking and Shipping Operations</td>
<td>per 1000 sf</td>
<td></td>
</tr>
<tr>
<td>Major Mail Processing Centers</td>
<td>per 1000 sf</td>
<td></td>
</tr>
<tr>
<td>Agricultural Storage &amp; Distribution</td>
<td>per 1000 sf</td>
<td></td>
</tr>
<tr>
<td>Mini-Warehouse</td>
<td>per 1000 sf</td>
<td></td>
</tr>
</tbody>
</table>

LAKE COUNTY RESIDENTIAL ROAD & SCHOOL IMPACT FEE SCHEDULE

<table>
<thead>
<tr>
<th>Single Family Home</th>
<th>Road</th>
<th>School</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 1500 sf living area</td>
<td>$751.00</td>
<td>$8,927.00</td>
</tr>
<tr>
<td>1501 to 2500 sf living area</td>
<td>$1,000.00</td>
<td>$8,927.00</td>
</tr>
<tr>
<td>Over 2500 sf living area</td>
<td>$1,080.00</td>
<td>$8,927.00</td>
</tr>
<tr>
<td>*Active Adult</td>
<td>$412.00</td>
<td>$0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mobile Home (includes Manufactured and Modular)</th>
<th>Road</th>
<th>School</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 1500 sf living area</td>
<td>$751.00</td>
<td>$4,718.00</td>
</tr>
<tr>
<td>1501 to 2500 sf living area</td>
<td>$1,000.00</td>
<td>$4,718.00</td>
</tr>
<tr>
<td>Over 2500 sf living area</td>
<td>$1,080.00</td>
<td>$4,718.00</td>
</tr>
<tr>
<td>In a Mobile Home Park (space)</td>
<td>$321.00</td>
<td>$4,718.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Multi-Family (duplexes, townhouses, and timeshares)-PER UNIT</th>
<th>Road</th>
<th>School</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multifamily, Townhouse, Duplex</td>
<td>$494.00</td>
<td>$7,192.00</td>
</tr>
<tr>
<td>*Active Adult Community</td>
<td>$412.00</td>
<td>$0</td>
</tr>
</tbody>
</table>

Fees are per dwelling unit.

Home Additions and Upgrades

NO ADDITIONAL FEES DUE

* Adult only communities which have received a qualifying letter from the County Attorney's office are exempt from paying the School impact fee.

**Northeast/Wekiva Benefit District**

<table>
<thead>
<tr>
<th>Category &amp; Land Use</th>
<th>Unit</th>
<th>Rate effective February 10, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lodging</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hotel</td>
<td>per room</td>
<td>$832.00</td>
</tr>
<tr>
<td>Motel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bed &amp; Breakfast</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assisted Living</td>
<td>dwelling unit</td>
<td>$133.00</td>
</tr>
<tr>
<td>Nursing Home</td>
<td>per bed</td>
<td>$263.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Retail/Commercial</th>
<th>Rate effective February 10, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Convenience Retail (fast food/convenience store)</td>
<td>per 1000 sf</td>
</tr>
<tr>
<td>Full Service Restaurant (Suburb/Rural)</td>
<td>per 1000 sf</td>
</tr>
<tr>
<td>Day Care</td>
<td>per student</td>
</tr>
<tr>
<td>Gas Station</td>
<td>per fuel pos.</td>
</tr>
<tr>
<td>General Retail – Small (&lt;20,000 sf)</td>
<td>per 1000 sf</td>
</tr>
<tr>
<td>General Retail – Large (&gt;20,000 sf) Shopping Center</td>
<td>per 1000 sf</td>
</tr>
<tr>
<td>Bank / Pharmacy / Meeting Hall</td>
<td></td>
</tr>
<tr>
<td>Marina</td>
<td></td>
</tr>
<tr>
<td>Golf Course</td>
<td></td>
</tr>
<tr>
<td>Amusement &amp; Recreation Services</td>
<td></td>
</tr>
<tr>
<td>Racquet Club / Health Spa</td>
<td></td>
</tr>
<tr>
<td>Bowling Alley / Dance Studio</td>
<td></td>
</tr>
<tr>
<td>Specialty Retail / Hardware Store</td>
<td></td>
</tr>
<tr>
<td>Community Recreation Center</td>
<td></td>
</tr>
<tr>
<td>Horse Training</td>
<td></td>
</tr>
<tr>
<td>Movie Theater w/Marine</td>
<td></td>
</tr>
<tr>
<td>Building Materials &amp; Lumber Store</td>
<td></td>
</tr>
<tr>
<td>Discount Superstore / Furniture Store</td>
<td></td>
</tr>
<tr>
<td>Auto Sales / Service / Carwash</td>
<td></td>
</tr>
<tr>
<td>Shopping Center / Banks</td>
<td></td>
</tr>
<tr>
<td>Funeral Homes / Laundromats</td>
<td></td>
</tr>
<tr>
<td>based on square footage of project - General Retail</td>
<td>per 1000 sf</td>
</tr>
</tbody>
</table>
# CITY OF MOUNT DORA CITY FEE SCHEDULE

**Building & Fire Services/Impact Fees**

***City Impact Fees are subject to change with Council approval.***

***County Impact Fees are subject to change with notification from the County.***

<table>
<thead>
<tr>
<th>Office</th>
<th>Rate effective February 10, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Tenant Office Building</td>
<td></td>
</tr>
<tr>
<td>Office Park</td>
<td></td>
</tr>
<tr>
<td>Business Park</td>
<td></td>
</tr>
<tr>
<td>Real Estate Office</td>
<td></td>
</tr>
<tr>
<td>Insurance Office</td>
<td></td>
</tr>
<tr>
<td>Travel Office</td>
<td>$1,871.00</td>
</tr>
<tr>
<td>Radio &amp; Television Broadcasting</td>
<td></td>
</tr>
<tr>
<td>Professional or Consulting Services</td>
<td></td>
</tr>
<tr>
<td>Telephone Answering</td>
<td></td>
</tr>
<tr>
<td>Marketing Office</td>
<td></td>
</tr>
<tr>
<td>Photocopy/Reproduction</td>
<td></td>
</tr>
<tr>
<td>Advertising or Data Processing Office</td>
<td></td>
</tr>
<tr>
<td>Veterinary Clinic</td>
<td>$1,114.00</td>
</tr>
<tr>
<td>Medical Office</td>
<td>$6,342.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Public/Institutional</th>
<th>Rate effective February 10, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary/secondary or higher Library</td>
<td></td>
</tr>
<tr>
<td>Mental Institutions</td>
<td>$653.00</td>
</tr>
<tr>
<td>General Recreation/County Park</td>
<td>$883.00</td>
</tr>
<tr>
<td>Fire Station</td>
<td></td>
</tr>
<tr>
<td>House of Worship</td>
<td>$907.00</td>
</tr>
<tr>
<td>Private School</td>
<td>$1,227.00</td>
</tr>
<tr>
<td>Elementary/secondary or higher Hospital</td>
<td>$354.00</td>
</tr>
<tr>
<td></td>
<td>$479.00</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Industrial/Manufacturing</th>
<th>Rate effective February 10, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturing Plants</td>
<td></td>
</tr>
<tr>
<td>Industrial Parks</td>
<td></td>
</tr>
<tr>
<td>Welding Shops</td>
<td>$1,277.00</td>
</tr>
<tr>
<td>Wholesale Bakers</td>
<td>$1,728.00</td>
</tr>
<tr>
<td>Utility Plants</td>
<td></td>
</tr>
<tr>
<td>Agriculture Processing Facilities</td>
<td></td>
</tr>
<tr>
<td>Warehouse/Wholesale</td>
<td>Rate effective February 10, 2020</td>
</tr>
<tr>
<td>Warehouse – Passive (storage)</td>
<td></td>
</tr>
<tr>
<td>Moving and Storage Farms</td>
<td>$500.00</td>
</tr>
<tr>
<td>Warehouse – Active ( Fulfillment Center/Parcel Hub)</td>
<td></td>
</tr>
<tr>
<td>Wholesale Distributors</td>
<td>$2,289.00</td>
</tr>
<tr>
<td>Major Mall Processing Centers</td>
<td>$3,097.00</td>
</tr>
<tr>
<td>Agricultural Storage &amp; Distribution</td>
<td></td>
</tr>
<tr>
<td>Mini-Warehouse</td>
<td>$170.00</td>
</tr>
<tr>
<td></td>
<td>$230.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Single Family Home</th>
<th>Rate effective February 10, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Road up to 1500 sf living area</td>
<td></td>
</tr>
<tr>
<td>Over 1500 sf living area</td>
<td></td>
</tr>
<tr>
<td>Over 2500 sf living area</td>
<td></td>
</tr>
<tr>
<td>Active Adult</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mobile Home (includes Manufactured and Modular)</th>
<th>New rate effective February 10, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Road up to 1500 sf living area</td>
<td>$1,501.00</td>
</tr>
<tr>
<td>Over 1500 sf living area</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Over 2500 sf living area</td>
<td>$2,360.00</td>
</tr>
<tr>
<td>Active Adult</td>
<td>$824.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Multi-Family (duplexes, townhouses, and timeshares)-PER UNIT</th>
<th>New rate effective February 10, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Road</td>
<td>$987.00</td>
</tr>
<tr>
<td>Over 2500 sf living area</td>
<td>$1,336.00</td>
</tr>
<tr>
<td>Active Adult Community</td>
<td>$1,115.00</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Home Additions and Upgrades</th>
<th>NO ADDITIONAL FEES DUE.</th>
</tr>
</thead>
</table>

* Adult only communities which have received a qualifying letter from the County Attorney’s office are exempt from paying the school impact fee.
# CITY OF MOUNT DORA CITY FEE SCHEDULE

## Library Services

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Library Membership Fee (outside Lake County)</strong></td>
<td></td>
</tr>
<tr>
<td>Annual</td>
<td>$40.00</td>
</tr>
<tr>
<td>Six Months</td>
<td>$20.00</td>
</tr>
<tr>
<td><strong>Library Card Replacement Fee</strong></td>
<td></td>
</tr>
<tr>
<td>One Time</td>
<td>Free</td>
</tr>
<tr>
<td>Additional Replacements</td>
<td>$2.00</td>
</tr>
<tr>
<td><strong>Overdue Fines</strong></td>
<td></td>
</tr>
<tr>
<td>Books/CD/DVD (Per Day)</td>
<td>$0.10</td>
</tr>
<tr>
<td>Hotspots/CD Roms/Computer Games/Cake Pans (Per Day)</td>
<td>$1.00</td>
</tr>
<tr>
<td>Account Management Fee When Account is Over $25.00 and More than 45 Days Overdue</td>
<td>$10.00</td>
</tr>
<tr>
<td>Processing Fee for Materials Not Returned</td>
<td>$5.00</td>
</tr>
<tr>
<td>Cakepans Returned Unwashed</td>
<td>$5.00</td>
</tr>
<tr>
<td>Max. on the $.10 fine item is $2.90 (After 29 Days, the Full Replacement Cost of the Item is Charged)</td>
<td>$2.90</td>
</tr>
<tr>
<td><strong>Replacement Cost for Missing/Damaged Parts</strong></td>
<td></td>
</tr>
<tr>
<td>DVD Artwork</td>
<td>$5.00</td>
</tr>
<tr>
<td>Plastic Browser Sleeve</td>
<td>$3.00</td>
</tr>
<tr>
<td>Large Sleeve for CD ROMS and Games</td>
<td>$3.00</td>
</tr>
<tr>
<td><strong>Hotspots Fines</strong></td>
<td></td>
</tr>
<tr>
<td>Overdue Fines (Per Day)</td>
<td>$1.00</td>
</tr>
<tr>
<td>Deactivation Fee (if Hotspot is not returned within one week of being overdue)</td>
<td>$25.00</td>
</tr>
<tr>
<td><strong>Facility and Equipment Use Fees</strong></td>
<td></td>
</tr>
<tr>
<td>Mount Dora Nonprofit Civic/Educational/Intellectual Organization</td>
<td>Free</td>
</tr>
<tr>
<td>Non-Local Nonprofit Civic/Educational/Intellectual Organization</td>
<td>$40.00</td>
</tr>
<tr>
<td>Individuals/Homeowners Associations</td>
<td>$15.00 per hour (min. 2 hours)</td>
</tr>
<tr>
<td>Business and Commercial Meetings, Seminars, Etc.</td>
<td>$75.00</td>
</tr>
<tr>
<td><strong>Printing &amp; Copying</strong></td>
<td></td>
</tr>
<tr>
<td>Per Page from Public Computer</td>
<td>$0.10</td>
</tr>
<tr>
<td>Per Page from Photocopier</td>
<td>$0.15</td>
</tr>
<tr>
<td>Faxing Per Page - Outgoing Only</td>
<td>$1.00</td>
</tr>
<tr>
<td>Food for Fines (each item donated must equal a dollar)</td>
<td>$1.00</td>
</tr>
</tbody>
</table>
## CITY OF MOUNT DORA CITY FEE SCHEDULE
### Planning & Zoning Department

<table>
<thead>
<tr>
<th>Development Applications</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Annexation (Voluntary) Petition</strong>*:</td>
<td></td>
</tr>
<tr>
<td>One single-family residence</td>
<td>$500.00</td>
</tr>
<tr>
<td>All Others</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>*Annexation Fees waived until January 17, 2021 per Resolution # 2018-194</td>
<td></td>
</tr>
<tr>
<td><strong>As-Built Drawings:</strong></td>
<td></td>
</tr>
<tr>
<td>Projects 9.99 acres in land area or less</td>
<td>$200.00</td>
</tr>
<tr>
<td>Projects 10.00 to 99.99 acres in land area</td>
<td>$500.00</td>
</tr>
<tr>
<td>Projects greater than 100.00 acres in land area</td>
<td>$750.00</td>
</tr>
<tr>
<td><strong>Appeals (All Decisions)</strong></td>
<td>$200.00</td>
</tr>
<tr>
<td><strong>Comprehensive Plan:</strong></td>
<td></td>
</tr>
<tr>
<td>Text Amendment</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Future Land Use Large-Scale Map Amendment</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Future Land Use Small-Scale Map Amendment</td>
<td>$2,500.00</td>
</tr>
<tr>
<td><strong>Concurrency Reviews</strong></td>
<td>$500.00</td>
</tr>
<tr>
<td><strong>Conditional Use Permit</strong></td>
<td>$1,000.00</td>
</tr>
<tr>
<td><strong>Development Agreements (Includes Amendments)</strong></td>
<td>$500.00</td>
</tr>
<tr>
<td><strong>Development Plan (Final)</strong></td>
<td>$2,000.00</td>
</tr>
<tr>
<td><strong>Duplex Division</strong></td>
<td>$500.00</td>
</tr>
<tr>
<td><strong>Minor Subdivisions</strong></td>
<td>$1,500.00</td>
</tr>
<tr>
<td><strong>Outdoor Amplified Sound Permit</strong></td>
<td>$100.00</td>
</tr>
<tr>
<td><strong>Plats:</strong></td>
<td></td>
</tr>
<tr>
<td>Preliminary Plat and Development Plan (Land Subdivision)</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Final Plat and Construction Plans</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>Replat</td>
<td>$1,500.00</td>
</tr>
<tr>
<td><strong>Planned Unit Development (PUD):</strong></td>
<td></td>
</tr>
<tr>
<td>Preliminary PUD</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Final PUD</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>PUD Amendment</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Rezoning to Mixed Use (MU-1 and MU-2 Zoning)</td>
<td>$3,000.00</td>
</tr>
<tr>
<td><strong>Rezoning All Classifications (Not PUD)</strong></td>
<td>$3,000.00</td>
</tr>
<tr>
<td><strong>Site Plans:</strong></td>
<td></td>
</tr>
<tr>
<td>Site Plan Multi Family, Commercial, Office or Non-Residential</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Minor Site Plan</td>
<td>$1,500.00</td>
</tr>
<tr>
<td><strong>Site Development Permit (includes CRA)</strong></td>
<td>2.5% of Total Construction Value</td>
</tr>
<tr>
<td><strong>Vacate (Row/Alleys/Easements or Plats)</strong></td>
<td>$1,000.00</td>
</tr>
<tr>
<td><strong>Variance</strong></td>
<td></td>
</tr>
<tr>
<td>Non-Residential</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Existing single-family dwelling unit</td>
<td>$250.00</td>
</tr>
<tr>
<td>Vacate rights-of-way, alleyways, easements, or plats</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>
# CITY OF MOUNT DORA CITY FEE SCHEDULE

## Planning & Zoning Department

<table>
<thead>
<tr>
<th>Zoning</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zoning Verification or determinations letter</td>
<td>$75.00</td>
</tr>
<tr>
<td>Temporary Sales</td>
<td>$50.00</td>
</tr>
<tr>
<td>Dog-Friendly Dinning Permit</td>
<td>$100.00</td>
</tr>
<tr>
<td>Outdoor Amplified Sound Permit</td>
<td>$100.00</td>
</tr>
<tr>
<td>Horse-Drawn Vehicle Inspection and Permit (Annual)</td>
<td>$100.00</td>
</tr>
<tr>
<td>Home Occupations (Business Tax Receipt Home-Based)</td>
<td>See Chapter 26 Code of Ordinances</td>
</tr>
<tr>
<td>Zoning Type Permit</td>
<td>$75.00</td>
</tr>
<tr>
<td><strong>Landscape Inspection (include new home):</strong></td>
<td></td>
</tr>
<tr>
<td>Landscape Inspection</td>
<td>Free</td>
</tr>
<tr>
<td>Landscape Re-Inspection</td>
<td>$50.00</td>
</tr>
<tr>
<td>Sandwich Board Permit</td>
<td>$75.00</td>
</tr>
<tr>
<td>Sidewalks Cafe Permit</td>
<td>$100.00</td>
</tr>
<tr>
<td>Addressing Assignments - 0-99</td>
<td>Free</td>
</tr>
<tr>
<td>Addressing Assignments - 100 or greater numbers</td>
<td>$1.00 per address number, maximum fee of $500.00</td>
</tr>
<tr>
<td>Hearing Notifications (Mailings): The applicant shall pay, as part of the application fee, mailings to surrounding owners for the initial 200 notices. The applicant shall reimburse the City the mailing cost for all notices after 201 and for any subsequent hearings requiring re-notice as a result of the applicant postponing or rescheduling of any hearing.</td>
<td>Subject to Mailing</td>
</tr>
<tr>
<td>*Resubmittal Fee: If substantial revisions are required as determined by the development review committee, all planning, zoning, and development applications shall be submitted within 60 days from the development review committee meeting at which the recommendations were made. After the 60 day time-frame a new application fee is required prior to any further city reviews.</td>
<td>Original Planning and Development Fee</td>
</tr>
</tbody>
</table>

## Historic

<table>
<thead>
<tr>
<th>Historic</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minor Historic Certificate of Appropriateness (includes extensions)</td>
<td>$50.00</td>
</tr>
<tr>
<td>Major Historic Certificate of Appropriateness</td>
<td>$100.00</td>
</tr>
<tr>
<td>Historic Marker or Plaque</td>
<td>Actual Production Cost</td>
</tr>
</tbody>
</table>

## Other Services

<table>
<thead>
<tr>
<th>Other Services</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notary seal for non-city business</td>
<td>Free</td>
</tr>
</tbody>
</table>

## Pass Through Fees

Pass Through-Fees: The City is hereby authorized to assess and collect fees, cost, and expenses relating to the review, inspection, appeal, regulation and defense of development activities pursuant to this Section. The Complete Pass Through Fees regulations are as contained in City of Mount Dora Resolution Number 2015-02 as enacted on January 20, 2015 (see appendix "A" of said resolution).
### CITY OF MOUNT DORA CITY FEE SCHEDULE

#### Public Record Fees

<table>
<thead>
<tr>
<th>Photo Copies</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>One Side Letter or Legal (per page)</td>
<td>$0.15</td>
</tr>
<tr>
<td>Two Sided Letter or Legal (per page)</td>
<td>$0.20</td>
</tr>
<tr>
<td>11 x 17&quot; Paper (per page)</td>
<td>$0.25</td>
</tr>
<tr>
<td>Over 11 x 17&quot; Plan Sheet (per page)</td>
<td>Actual Cost</td>
</tr>
<tr>
<td>Certified Copies (per page)</td>
<td>$1.00</td>
</tr>
<tr>
<td>CD/DVD</td>
<td>$3.00</td>
</tr>
<tr>
<td>Fingerprint Card</td>
<td>$10.00</td>
</tr>
<tr>
<td>Electronic Fingerprint Card</td>
<td>$74.50</td>
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</table>

<table>
<thead>
<tr>
<th>Standard Colored GIS Maps</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>18&quot; x 24&quot; (Per Sheet)</td>
<td>$2.50</td>
</tr>
<tr>
<td>24&quot; x 36&quot; (Per Sheet)</td>
<td>$4.50</td>
</tr>
<tr>
<td>36&quot; x 48&quot; (Per Sheet)</td>
<td>$7.50</td>
</tr>
<tr>
<td>Custom Large Maps</td>
<td>.75 Per Sq Ft + $1.50 per Sheet</td>
</tr>
<tr>
<td>Over 11 x 17&quot; Plan Sheet</td>
<td>Actual Cost</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reports and Code Copies</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Development Code</td>
<td>Actual Cost</td>
</tr>
<tr>
<td>Comprehensive Code</td>
<td>Actual Cost</td>
</tr>
<tr>
<td>City fo Mount Dora Historic Design Guidelines</td>
<td>Actual Cost</td>
</tr>
</tbody>
</table>
## CITY OF MOUNT DORA CITY FEE SCHEDULE
### Parks & Recreation Department

<table>
<thead>
<tr>
<th>Cemetery</th>
<th>Resident</th>
<th>Non-Resident</th>
<th>Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>Burial Space</td>
<td>$1,200.00</td>
<td>$1,800.00</td>
<td>N/A</td>
</tr>
<tr>
<td>Niche Space</td>
<td>$800.00</td>
<td>$1,200.00</td>
<td>N/A</td>
</tr>
<tr>
<td>Niche Engraving</td>
<td>$150.00</td>
<td>$150.00</td>
<td>N/A</td>
</tr>
<tr>
<td>Additional Internment Right</td>
<td>$200.00</td>
<td>$400.00</td>
<td>N/A</td>
</tr>
<tr>
<td>Administration Fee</td>
<td>$200.00</td>
<td>$200.00</td>
<td>N/A</td>
</tr>
<tr>
<td>After Hours Administration Fee</td>
<td>$300.00</td>
<td>$300.00</td>
<td>N/A</td>
</tr>
</tbody>
</table>

### Miscellaneous Fees

<table>
<thead>
<tr>
<th></th>
<th>Resident / Non-Profit</th>
<th>Non-Resident</th>
<th>Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>Memorial Bench &amp; Plaque</td>
<td>$1,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tree Donation (Standard Crepe Myrtle)</td>
<td>$100.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Photo Contest</td>
<td>-</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Facility Rentals

<table>
<thead>
<tr>
<th>Facility Rentals</th>
<th>Resident</th>
<th>Non-Resident</th>
<th>Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility Rental Deposits</td>
<td>$100.00</td>
<td>$100.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Facility Rental Processing Fee</td>
<td>$5.00</td>
<td>$5.00</td>
<td>$5.00</td>
</tr>
<tr>
<td>Donnelly Park (Building, &amp; Deck &amp; Pad) per hour</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hourly Rate</td>
<td>$30.00</td>
<td>$50.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>Daily Rate</td>
<td>$300.00</td>
<td>$500.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Community Building Auditorium (Upper Level, Theatre w/ Stage)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hourly Rate</td>
<td>$55.00</td>
<td>$60.00</td>
<td>$65.00</td>
</tr>
<tr>
<td>Daily Rate</td>
<td>$550.00</td>
<td>$600.00</td>
<td>$650.00</td>
</tr>
<tr>
<td>Community Building (Lobby - Upper Level)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hourly Rate</td>
<td>$40.00</td>
<td>$45.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Daily Rate</td>
<td>$400.00</td>
<td>$450.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>Community Building (Green Room - Lower Level)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hourly Rate</td>
<td>$20.00</td>
<td>$25.00</td>
<td>$30.00</td>
</tr>
<tr>
<td>Daily Rate</td>
<td>$200.00</td>
<td>$250.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>Community Building (Entire Building)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hourly Rate</td>
<td>$115.00</td>
<td>$130.00</td>
<td>$145.00</td>
</tr>
<tr>
<td>Daily Rate</td>
<td>$1,150.00</td>
<td>$1,300.00</td>
<td>$1,450.00</td>
</tr>
<tr>
<td>Martin Luther King Jr. Center (per Hour)</td>
<td></td>
<td></td>
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<tr>
<td>Hourly Rate</td>
<td>$20.00</td>
<td>$40.00</td>
<td>$80.00</td>
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<tr>
<td>Daily Rate</td>
<td>$200.00</td>
<td>$400.00</td>
<td>$800.00</td>
</tr>
<tr>
<td>Gilbert Park Pavilion 1 (Large 30x30) (per Hour)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hourly Rate</td>
<td>$10.00</td>
<td>$20.00</td>
<td>$40.00</td>
</tr>
<tr>
<td>Daily Rate</td>
<td>$100.00</td>
<td>$200.00</td>
<td>$400.00</td>
</tr>
<tr>
<td>Gilbert Park Pavilion 2 (Large 24x24) (per Hour)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hourly Rate</td>
<td>$5.00</td>
<td>$10.00</td>
<td>$20.00</td>
</tr>
<tr>
<td>Daily Rate</td>
<td>$50.00</td>
<td>$100.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>Forres Park Pavilion (small, no seating) (per Hour)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hourly Rate</td>
<td>$5.00</td>
<td>$10.00</td>
<td>$20.00</td>
</tr>
<tr>
<td>Daily Rate</td>
<td>$50.00</td>
<td>$100.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>Evans Park (per Hour)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Hourly Rate</td>
<td>$30.00</td>
<td>$40.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Daily Rate</td>
<td>$300.00</td>
<td>$400.00</td>
<td>$500.00</td>
</tr>
</tbody>
</table>
## Facility Rentals cont’d.

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Resident / Non-Profit</th>
<th>Non-Resident</th>
<th>Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sunset Park (per Hour)</strong></td>
<td>$15.00</td>
<td>$20.00</td>
<td>$25.00</td>
</tr>
<tr>
<td><strong>Hourly Rate</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Daily Rate</strong></td>
<td>$150.00</td>
<td>$200.00</td>
<td>$250.00</td>
</tr>
<tr>
<td><strong>Cauley Lott Park Pavilion (per Hour)</strong></td>
<td>$5.00</td>
<td>$10.00</td>
<td>$20.00</td>
</tr>
<tr>
<td><strong>Hourly Rate</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Daily Rate</strong></td>
<td>$50.00</td>
<td>$100.00</td>
<td>$200.00</td>
</tr>
<tr>
<td><strong>Frank Brown Sports Complex Pavilion (per Hour)</strong></td>
<td>$5.00</td>
<td>$10.00</td>
<td>$20.00</td>
</tr>
<tr>
<td><strong>Hourly Rate</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Daily Rate</strong></td>
<td>$50.00</td>
<td>$100.00</td>
<td>$200.00</td>
</tr>
<tr>
<td><strong>Frank Brown Sports Complex Concession Stand (per Hour)</strong></td>
<td>$15.00</td>
<td>$30.00</td>
<td>$60.00</td>
</tr>
<tr>
<td><strong>Hourly Rate</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Daily Rate</strong></td>
<td>$150.00</td>
<td>$300.00</td>
<td>$600.00</td>
</tr>
<tr>
<td><strong>Frank Brown Sports Complex Athletic Fields (Softball &amp; Multipurpose)</strong></td>
<td>$10.00</td>
<td>$20.00</td>
<td>$40.00</td>
</tr>
<tr>
<td><strong>Field Rental (Each) per Hour</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Field Rental (Each) per Day</strong></td>
<td>$100.00</td>
<td>$200.00</td>
<td>$400.00</td>
</tr>
<tr>
<td><strong>Dragging &amp; Lining per Day</strong></td>
<td>$20.00</td>
<td>$20.00</td>
<td>$20.00</td>
</tr>
<tr>
<td><strong>Lighting per Hour</strong></td>
<td>$8.00</td>
<td>$8.00</td>
<td>$8.00</td>
</tr>
<tr>
<td><strong>City Sports Complex Athletic Fields (Softball &amp; Baseball)</strong></td>
<td>$10.00</td>
<td>$20.00</td>
<td>$40.00</td>
</tr>
<tr>
<td><strong>Field Rental (Each) per Hour</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Field Rental (Each) per Day</strong></td>
<td>$100.00</td>
<td>$200.00</td>
<td>$400.00</td>
</tr>
<tr>
<td><strong>Dragging &amp; Lining per Day</strong></td>
<td>$20.00</td>
<td>$20.00</td>
<td>$20.00</td>
</tr>
<tr>
<td><strong>Lighting per Hour</strong></td>
<td>$8.00</td>
<td>$8.00</td>
<td>$8.00</td>
</tr>
<tr>
<td><strong>Tennis Courts per Hour</strong></td>
<td>$5.00</td>
<td>$10.00</td>
<td>$20.00</td>
</tr>
<tr>
<td><strong>Hourly Rate</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Daily Rate</strong></td>
<td>$50.00</td>
<td>$100.00</td>
<td>$200.00</td>
</tr>
<tr>
<td><strong>Racquetball Courts per Hour</strong></td>
<td>$5.00</td>
<td>$10.00</td>
<td>$20.00</td>
</tr>
<tr>
<td><strong>Hourly Rate</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Daily Rate</strong></td>
<td>$50.00</td>
<td>$100.00</td>
<td>$200.00</td>
</tr>
<tr>
<td><strong>Lincoln Avenue Swimming Pool per Hour</strong></td>
<td>$25.00</td>
<td>$50.00</td>
<td>$100.00</td>
</tr>
<tr>
<td><strong>Lifeguards - 2 Guard Minimum per Hour</strong></td>
<td>$15.00</td>
<td>$15.00</td>
<td>$15.00</td>
</tr>
</tbody>
</table>

## Clubs, Camps & Sports

### Resident / Non-Profit

<table>
<thead>
<tr>
<th>Activity</th>
<th>Resident</th>
<th>Non-Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Club</td>
<td>Free</td>
<td>Free</td>
</tr>
<tr>
<td>Wood Carvers (per class)</td>
<td>Free</td>
<td>Free</td>
</tr>
<tr>
<td>Zen Yoga</td>
<td>$20 (5) visits</td>
<td>$20 (5) visits</td>
</tr>
<tr>
<td>Softball (per Team)</td>
<td>$275.00</td>
<td>$275.00</td>
</tr>
<tr>
<td>Soccer (each)</td>
<td>$70.00</td>
<td>$75.00</td>
</tr>
<tr>
<td>Spring Break Camp (each)</td>
<td>$99.00</td>
<td>$109.00</td>
</tr>
<tr>
<td>KidzQuest Summer Survior Camp (per week)</td>
<td>$99.00</td>
<td>$109.00</td>
</tr>
<tr>
<td>Youth Basketball (each)</td>
<td>$70.00</td>
<td>$75.00</td>
</tr>
<tr>
<td>Swim Team (per month)</td>
<td>$40.00</td>
<td>$45.00</td>
</tr>
<tr>
<td>Specialty Camps</td>
<td>$125-$200</td>
<td>$140-$220</td>
</tr>
</tbody>
</table>

### Classes

<table>
<thead>
<tr>
<th>Activity</th>
<th>Resident</th>
<th>Non-Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Aerobics per visit</td>
<td>$3.00</td>
<td>$3.00</td>
</tr>
<tr>
<td>Swim Lessons (2 week session)</td>
<td>$40.00</td>
<td>$45.00</td>
</tr>
<tr>
<td>Lap Swim per visit (Or discount 12 visits $24)</td>
<td>$3.00</td>
<td>$3.00</td>
</tr>
<tr>
<td>Open Swim</td>
<td>$2.00</td>
<td>$2.00</td>
</tr>
</tbody>
</table>
### Exhibit B

**CITY OF MOUNT DORA CITY FEE SCHEDULE**

**Parks & Recreation Department**

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Officer</td>
<td>$36.90</td>
</tr>
<tr>
<td>Police Supervisor</td>
<td>$42.17</td>
</tr>
<tr>
<td>Firefighter</td>
<td>$37.16</td>
</tr>
<tr>
<td>Firefighter Supervisor</td>
<td>$42.46</td>
</tr>
<tr>
<td>Civilian Staff</td>
<td>$20.79</td>
</tr>
<tr>
<td>Event Technical</td>
<td>$36.90</td>
</tr>
<tr>
<td>Civilian Supervisor</td>
<td>$34.24</td>
</tr>
<tr>
<td>Audio/Visual Staff</td>
<td>$24.46</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Current Fees</strong></th>
<th><strong>US Dollars</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Special Event Application</strong></td>
<td></td>
</tr>
<tr>
<td>Significant Event (150,000+ Attendance)</td>
<td>$650.00</td>
</tr>
<tr>
<td>Large Event (50,000+ Attendance)</td>
<td>$425.00</td>
</tr>
<tr>
<td>Medium Event (25,000+ Attendance)</td>
<td>$300.00</td>
</tr>
<tr>
<td>Small Event (5,000+ Attendance)</td>
<td>$125.00</td>
</tr>
</tbody>
</table>
# CITY OF MOUNT DORA CITY FEE SCHEDULE

## Outside Employment Charges

<table>
<thead>
<tr>
<th>Position</th>
<th>Base Pay</th>
<th>FICA</th>
<th>Retirement</th>
<th>W/C</th>
<th>Total Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Officer</td>
<td>$29.40</td>
<td>$2.25</td>
<td>$4.48</td>
<td>$0.77</td>
<td>$36.90</td>
</tr>
<tr>
<td>Police Supervisor</td>
<td>$33.60</td>
<td>$2.57</td>
<td>$5.12</td>
<td>$0.88</td>
<td>$42.17</td>
</tr>
<tr>
<td>Firefighter</td>
<td>$29.40</td>
<td>$2.25</td>
<td>$4.49</td>
<td>$1.02</td>
<td>$37.16</td>
</tr>
<tr>
<td>Firefighter Supervisor</td>
<td>$33.60</td>
<td>$2.57</td>
<td>$5.13</td>
<td>$1.16</td>
<td>$42.46</td>
</tr>
<tr>
<td>Civilian</td>
<td>$17.85</td>
<td>$1.37</td>
<td>$1.08</td>
<td>$0.49</td>
<td>$20.79</td>
</tr>
<tr>
<td>Paramedic</td>
<td>$29.40</td>
<td>$2.25</td>
<td>$4.49</td>
<td>$1.02</td>
<td>$37.16</td>
</tr>
<tr>
<td>Accreditation Coordinator</td>
<td>$29.40</td>
<td>$2.25</td>
<td>$4.49</td>
<td>$1.02</td>
<td>$37.16</td>
</tr>
<tr>
<td>Traffic Control Compliance</td>
<td>$29.40</td>
<td>$2.25</td>
<td>$4.48</td>
<td>$0.77</td>
<td>$36.90</td>
</tr>
<tr>
<td>Civilian Supervisor</td>
<td>$29.40</td>
<td>$2.25</td>
<td>$1.78</td>
<td>$0.81</td>
<td>$34.24</td>
</tr>
<tr>
<td>Audio Visual Technical</td>
<td>$21.00</td>
<td>$1.61</td>
<td>$1.27</td>
<td>$0.58</td>
<td>$24.46</td>
</tr>
<tr>
<td>Electric Utility</td>
<td>$29.40</td>
<td>$2.25</td>
<td>$1.78</td>
<td>$0.81</td>
<td>$34.24</td>
</tr>
<tr>
<td>Code Enforcement</td>
<td>$29.40</td>
<td>$2.25</td>
<td>$4.48</td>
<td>$0.77</td>
<td>$36.90</td>
</tr>
<tr>
<td>Environmental Code Compliance</td>
<td>$29.40</td>
<td>$2.25</td>
<td>$1.78</td>
<td>$0.81</td>
<td>$34.24</td>
</tr>
</tbody>
</table>
DATE: November 5, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution No. 2019-171, Purchase of a Skid Steer

Introduction:
This is a request for City Council to approve Resolution No. 2019-171, Purchase of a Skid Steer.

Discussion:
A new Skid Steer to augment the Water Utility Department's repair and maintenance program was approved in the FY 2019-20 Capital Equipment Budget. The Skid Steer adds a flexible utility tool to quickly respond and maintain the City Utility water, reclaimed and sewer system network.

The proposed Skid Steer is comparable to the Public Works Department's Skid Steer. Specifically, the Skid Steers for Water Utility and Public Works will share universal attachments, which will allow either Skid Steer to utilize the same specialty attachments, providing a cost savings to the City.

The Water Utility Skid Steer will enhance the Utility's ability to respond to customers as our system grows. The Skid Steer can be placed on a trailer and pulled safely and quickly to a remote service point with a normal Class CDL "B" drivers license and existing City trucks, as opposed to trailering the wheeled loader, which requires an air brakes truck and trailer with a Class CDL "A" license. The Skid Steer also has more attachments that can be used, from loading dirt to sweeping the street clean when the project is complete. Additionally, a grapple bucket attachment for the Skid Steer provides the City another key emergency tool to clear roads after a hurricane event.

The Skid Steer purchase is available through a piggyback agreement attached as part of the purchase contract.

Budget Impact:
The adopted Fiscal Year 2019-2020 budget included funding for a new Skid Steer in the total amount of $76,000. The funding is appropriated and available in account number 421-5369-
564.00-00 (Water/Wastewater fund/Capital/Machinery & Equipment).

**Strategic Impact:**
Purchase of a Water Utility Skid Steer aligns with the City's Strategic Goals of Infrastructure, Fiscal Resources, and Growth Management.

**Recommendation** City Council approve Resolution No. 2019-171.

**Attachment(s):**

Prepared by: Ethan Hand
Reviewed by: Gina Frazier, Fiscal Analyst  Approved - 10/16/2019
Josef Grusauskas, Utilities & Plant Operations Director  Approved - 10/21/2019
Marilyn Douglas, Purchasing Manager  Approved - 10/22/2019
Sherry Sutphen, City Attorney  Approved - 10/22/2019
Merry Lovern  Approved - 10/22/2019
Misty Sommer, Deputy City Clerk  Approved - 10/22/2019
Robin R. Hayes, City Manager  Final Approval - 10/22/2019
RESOLUTION NO. 2019-171

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, RELATING TO THE PURCHASE COMPACT TRACKED SKID STEER LOADER FROM RING POWER CORPORATION; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR PURCHASING AUTHORIZATION; 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 owns and operates water, wastewater and reclaim water utilities for the benefit of its residential citizens and business owners; and

WHEREAS, the City Water Utility Department has determined that the purchase of a Compact Tracked Skid Steer Loader is necessary in order to safely maintain utility lines which are outside of the City limits; and

WHEREAS, effective October 1, 2019, Ring Power Corporation renewed its contract with the Florida Sheriff’s Association to provide cooperative bid pricing for machinery and equipment in accordance with that solicitation identified as FSA18-VEH16.0; and

WHEREAS, the City of Mount Dora desires to purchase Compact Tracked Skid Steer Loader from Ring Power Corporation, under the same terms and applicable conditions as that contract entered into by the Florida Sheriff’s Association; 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 Florida Sheriff’s Association and contract 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, making a piggyback purchase through Ring Power Corporation is the most economically advantageous way to procure the needed Compact Tracked Skid Steer Loader.

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. Purchasing Authorization. The purchase of a Compact Tracked Skid Steer Loader from Ring Power Corporation in accordance with the specifications attached hereto as Exhibit A is hereby authorized.

SECTION 3. Implementation of 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 of Mount Dora pertaining to purchase of a Compact Tracked Skid Steer Loader from Ring Power Corporation 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 5th day of November, 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 G. Sutphen
City Attorney
Exhibit A
Ring Power Corporation for
Compact Tracked Skid Steer Loader
### BASE MACHINE

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Price (incl. 3.4% CPI)</th>
</tr>
</thead>
<tbody>
<tr>
<td>345-5289</td>
<td>Caterpillar 279D Per Sheriff’s Contract Specifications</td>
<td>$55,907</td>
</tr>
<tr>
<td></td>
<td>Upgrade to 289D, Base Machine Only</td>
<td>($1,731)</td>
</tr>
<tr>
<td></td>
<td>Sub Total</td>
<td>$54,176</td>
</tr>
<tr>
<td></td>
<td>Plus 3.4% CPI Rollover Sheriff’s Contract Increase</td>
<td>$1,907</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL OF BASE MACHINE</strong></td>
<td><strong>$56,083</strong></td>
</tr>
</tbody>
</table>

### NON-SPECIFIED OPTIONS

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>421-0340</td>
<td>CONVERSION ARRANGEMENT</td>
<td>NC</td>
</tr>
<tr>
<td>563-1163</td>
<td>CERTIFICATION ARR, (US/CANADA)</td>
<td>NC</td>
</tr>
<tr>
<td>388-8151</td>
<td>INSTRUCTIONS, ANSI, USA</td>
<td>NC</td>
</tr>
<tr>
<td>468-0737</td>
<td>PACKAGE, PERFORMANCE, (H3)</td>
<td>$4,435</td>
</tr>
<tr>
<td></td>
<td>DUAL SELF LEVEL</td>
<td>INCL</td>
</tr>
<tr>
<td></td>
<td>HIGH FLOW XPS HYDRAULICS - 32 GPM</td>
<td>INCL</td>
</tr>
<tr>
<td></td>
<td>HYDRAULIC CONTROLS</td>
<td>INCL</td>
</tr>
<tr>
<td>435-9238</td>
<td>FILM, SELF LEVEL, ANSI</td>
<td>NC</td>
</tr>
<tr>
<td>485-0415</td>
<td>CONTROL, ISO, PROP, WT</td>
<td>$865</td>
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<tr>
<td>435-8895</td>
<td>RIDE CONTROL, NONE</td>
<td>NC</td>
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<tr>
<td>345-4919</td>
<td>ROPS, ENCLOSED WITH A/C (C3)</td>
<td>$4,800</td>
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<tr>
<td>345-6359</td>
<td>SEAT, AIR SUSPENSION, CLOTH, HEAT</td>
<td>$790</td>
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<tr>
<td>345-6260</td>
<td>DOOR, CAB, POLYCARBONATE</td>
<td>$210</td>
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<tr>
<td>345-6180</td>
<td>RADIO, AM/FM, BLUETOOTH</td>
<td>$499</td>
</tr>
<tr>
<td>416-9265</td>
<td>DISPLAY, ADVANCED, LCD, CAMERA</td>
<td>$1,355</td>
</tr>
</tbody>
</table>
357-0248  RUBBER BELT, 2 SPD, TF IDLERS  $1,005
454-6059  TRACK, RUBBER, 450MM(17.7 IN) BAR  $710
481-3908  BATTERY, XTRA HVY DUTY, DISC  $201
495-1671  LIGHTS, LED  $274
258-4095  SEAT BELT, 2"  NC
441-4818  PRODUCT LINK, CELLULAR PL240  NC
486-6957  FAN, COOLING, DEMAND  NC
515-8592  QUICK COUPLER, HYDRAULIC  $975
421-8926  SERIALIZE TECH MEDIA KIT  NC

SUB TOTAL  $16,119
PLUS 3.4% CPI ROLLOVER FSA INCREASE  $567
SUB TOTAL  $16,686
LESS 24% SHERIFF'S CONTRACT DISCOUNT  ($4,005)

TOTAL OF NON-SPECIFIED OPTIONS  $12,682

CAT WORK TOOLS

351-9371   CARRIAGE, PAL C2, 46", SSL  $590
195-8545   FORK, PAL C2, 48" X 4" X 1.5" (2)  $430
286-9301   RAKE, IND. GRAPPLE, 84"  $4,599

SUB TOTAL  $5,619
PLUS 3.4% CPI ROLLOVER FSA INCREASE  $198
SUB TOTAL  $5,817
LESS 16% SHERIFF'S CONTRACT DISCOUNT  ($931)

TOTAL OF CAT WORK TOOLS  $4,886

SUB TOTAL  $73,651
LESS ONE TIME ADDITIONAL DISCOUNT  ($3,051)

TOTAL TRANSACTION PRICE  $70,600

LEASE OPTIONS

RING POWER CORPORATION CAN ALSO PROVIDE FINANCING AND LEASE OPTIONS THROUGH RING INVESTMENTS. THE CURRENT GOVERNMENTAL RATE IS 5.25%. LEASE PRODUCTS WILL INCLUDE A NON-APPROPRIATION CLAUSE IN THE EVENT THAT THE AGENCY IS UNABLE TO APPROPRIATE FUNDS DURING THE LEASE.

Best regards,

Stuart Meyers
Sales Representative
Ring Power Corporation
DATE: November 5, 2019
TO: Honorable Mayor and City Council Members
FROM: Robin R. Hayes, City Manager
SUBJECT: Final Reading of Ordinance No. 2019-13, Special Events

Introduction:
This is a request for City Council to approve the Final Reading of Ordinance No. 2019-13 and hold hearing for 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.

On October 15, 2019, the First Reading of Ordinance No. 2019-13 passed with a unanimous vote.

**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 Council's consideration 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 Final Reading of Ordinance No. 2019-13 and hold hearing for adoption.

**Attachment(s):**
1. Legal Ad Publication

Prepared by: Amy Jewell, Leisure Services Director
Reviewed by: Amy Jewell, Leisure Services Director
             Sherry Sutphen, City Attorney
             Gwen Johns, City Clerk
             Robin R. Hayes, City Manager
Approved - 10/17/2019
Approved - 10/17/2019
Approved - 10/17/2019
Final Approval - 10/18/2019
Affidavit of Publication

DAILY COMMERCIAL

Serving Lake and Sumter Counties

located in Leesburg, Lake County Florida

STATE OF FLORIDA, COUNTY OF LAKE

Before the undersigned authority personally appeared

Lisa Clay

who on oath says that she is an authorized employee of the Daily Commercial, a daily newspaper published at Leesburg, in Lake and Sumter Counties, Florida; that the attached copy of advertisement, being a notice in the matter of

ORD 2019-13

was published in said newspaper in the Lake and Sumter county issues of:

OCT 22, 2019

Affiant further says that the said Daily Commercial is published at Leesburg, in said Lake and Sumter Counties, Florida, and that the said newspaper has heretofore been continuously published in said Lake and Sumter Counties, Florida, daily, and has been entered as second class mail matter at the post office in Leesburg, in said Lake and Sumter Counties, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 22 day of A.D., 2019.

Joanne French

Notary Public

(Print, Type or Stamp Name of Notary Public)

AD# 10091699
ORDINANCE NO. 2019-13

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA AMENDING THE CITY OF MOUNT DORA CODE OF ORDINANCES; PROVIDING FOR 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 CLAUSE; 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
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: October 15, 2019

SECOND READING: November 5, 2019

PASSED AND ADOPTED this 5th day of November, 2019.

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

ATTEST:
For the use and reliance of the city of Mount Dora only. Approved as to form and legality.

Sherry G. Sutphen
City Attorney
DATE: November 5, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Final Reading of Ordinance, No. 2019-19, Community Redevelopment Agency Redevelopment Plan of 2019

Introduction:

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Public Hearing
Discussion
Council Action

Discussion:
The sequence of events leading to presentation to City Council are as follows:

The City Council at their regularly scheduled meeting held on October 15, 2019, recommended approval of the First Reading of Ordinance No. 2019-19 and hold hearing for Second Reading and Final Adoption.

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 Agency under current state law will be met.

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 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 impacts 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 Final Reading of Ordinance No. 2019-19.

**Attachment(s):**
1. Legal Ad Publication
NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2019-19
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance No. 2019-19. The final public hearing on the ordinance will be held on Tuesday, November 5, 2019, at 2:00 p.m., or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance No. 2019-19 is as follows:

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 FOR 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.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

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

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

Published (Legal Notice): October 25, 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 CLAUSE; 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 Ordinance are hereby repealed.
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: October 15, 2019

SECOND READING: November 5, 2019

PASSED AND ADOPTED this 5th day of November 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

Ordinance No. 2019-19
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EXHIBIT “A”
Mount Dora Redevelopment Plan of 2019
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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 Parking Map
Mount Dora Downtown Vacant Commercial Properties Map

Vacant Commercial Site Observations 08/01/2019

1. Former Cicci’s has been approved for renovations 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 Stalone Johnson PLLC (4 Parcels)
- GC Development et al. (13 Parcels)

1 inch = 142 feet

Map Date: 08/01/2019
Overview 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 Dora Growers 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.
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.

**HIGHLIGHTS**

- **4.2 NIGHTS**
  Average Visitor Stay

- **49.1 YEARS**
  Average Age of Visitors

- **$117,900**
  Average Household Income

- **$158.90**
  Average Spend Per Day
  (Including Transportation)

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 “traveling 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.

*Willard Wadsworth Hitting the first drive on December 15, 1946*

*Mount Dora Golf Course Rated Tops in 1956*
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.

**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 through 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

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

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
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, lessoning 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 innovate
- 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 needs develop.

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
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 Fifth Avenue 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 I – 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
Shared Parking Agreements
- Mount Dora First United Methodist Church
- First Baptist Church Mount Dora

Section 4.0 Capital Improvements Plan

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<th>PROJECT/PROGRAM/ACTIVITY</th>
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<th>ESTIMATED NOT TO EXCEED COST</th>
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<td>Annual Program 2020-2047</td>
<td>$100,000/year</td>
<td>CRA - Public/Private</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

Image retrieved from Oliver’s Twist Antiques

Prepared by: Redevelopment Management Associates (RMA)
Prepared for: City of Mount Dora CRA
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**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 stripping, 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 Streets, Open Space, Parks, and Public Facilities
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>
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<tr>
<td>Manufacturing</td>
<td>265</td>
<td>67</td>
<td>636</td>
<td>1,293</td>
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<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>
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<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</td>
<td>446</td>
<td>122</td>
<td>1,025</td>
<td>1,847</td>
</tr>
<tr>
<td>Services (i.e. Hotel, Health, Legal,)</td>
<td>3,105</td>
<td>1,157</td>
<td>6,447</td>
<td>12,981</td>
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<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.
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 sectors 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></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Availability</td>
<td>Survey</td>
<td>5-Year Average</td>
<td>Survey</td>
<td>5-Year</td>
<td></td>
<td></td>
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<td>NNN Rent Per SF</td>
<td>$14.64</td>
<td>$10.29</td>
<td>$18.03</td>
<td>$12.94</td>
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<tr>
<td>Vacancy Rate</td>
<td>2.7%</td>
<td>4.1%</td>
<td>3.1%</td>
<td>4.6%</td>
<td></td>
<td></td>
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<tr>
<td>Vacant SF</td>
<td>56,921</td>
<td>87,616</td>
<td>594,554</td>
<td>881,004</td>
<td></td>
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<tr>
<td>Availability Rate</td>
<td>4.4%</td>
<td>6.2%</td>
<td>4.5%</td>
<td>6.3%</td>
<td></td>
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<tr>
<td>Available SF</td>
<td>94,199</td>
<td>132,234</td>
<td>875,540</td>
<td>1,202,131</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Months on Market</td>
<td>14.4</td>
<td>12.4</td>
<td>11.8</td>
<td>18.6</td>
<td></td>
<td></td>
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<tr>
<td>12 Mo. Absorption SF</td>
<td>-8,288</td>
<td>19,873</td>
<td>70,113</td>
<td>231,263</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>12 Mo. Leasing SF</td>
<td>42,848</td>
<td>58,872</td>
<td>236,172</td>
<td>351,144</td>
<td></td>
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<tr>
<td>Existing Buildings</td>
<td>195</td>
<td>194</td>
<td>1,600</td>
<td>1,574</td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>Existing SF</td>
<td>2,122,298</td>
<td>2,115,349</td>
<td>19,372,743</td>
<td>19,107,712</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Under Construction</td>
<td>10,000</td>
<td>3,833</td>
<td>128,050</td>
<td>76,550</td>
<td></td>
<td></td>
<td></td>
<td></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.

### Mount Dora vs. Lake County

<table>
<thead>
<tr>
<th>Metric</th>
<th>Mount Dora</th>
<th>Lake County</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 Mo. Deliveries</td>
<td>6,912</td>
<td>3,986</td>
</tr>
<tr>
<td>Sale Price Per SF</td>
<td>$417</td>
<td>$259</td>
</tr>
<tr>
<td>Sales Volume (Mil.)</td>
<td>$6.1</td>
<td>$8.7</td>
</tr>
<tr>
<td>Cap Rate</td>
<td>6.9%</td>
<td>7.2%</td>
</tr>
</tbody>
</table>

**Mount Dora Retail**: Light blue markers represent fully leased properties and dark blue markers represent for sale/for lease properties.

*Source: Costar Group, Inc.*
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 entrepreneurial 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.

### Mount Dora and Lake County Comparisons

<table>
<thead>
<tr>
<th></th>
<th>Mount Dora</th>
<th>Lake County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leasing Units</td>
<td>Survey</td>
<td>5-Year Average</td>
</tr>
<tr>
<td>Vacant Units</td>
<td>30</td>
<td>40</td>
</tr>
<tr>
<td>Vacancy Rate</td>
<td>1.8%</td>
<td>2.4%</td>
</tr>
<tr>
<td>1 Bed Asking Rent</td>
<td>$835</td>
<td>$737</td>
</tr>
<tr>
<td>2 Bed Asking Rent</td>
<td>$1,024</td>
<td>$908</td>
</tr>
<tr>
<td>3+ Bed Asking Rent</td>
<td>$1,108</td>
<td>$1,032</td>
</tr>
<tr>
<td>Existing Units</td>
<td>1,704</td>
<td>1,676</td>
</tr>
<tr>
<td>Under Construction</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>12 Mo. Deliveries</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Sales Price Per Unit</td>
<td>$92,536</td>
<td>$71,576</td>
</tr>
<tr>
<td>Sales Volume (Mil.)</td>
<td>$32</td>
<td>$13</td>
</tr>
<tr>
<td>Cap Rate</td>
<td>3.8%</td>
<td>7.8%</td>
</tr>
</tbody>
</table>
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>$4,893,639</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>-$64,802</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>-$4,466,872</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>
<tr>
<td>Category</td>
<td>Value</td>
</tr>
<tr>
<td>----------------------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>General Merchandise Stores</td>
<td>-$58,403,881</td>
</tr>
<tr>
<td>Department Stores Excluding Leased Depts.</td>
<td>-$64,690,341</td>
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<tr>
<td>Other General Merchandise Stores</td>
<td>$6,286,460</td>
</tr>
<tr>
<td>Miscellaneous Store Retailers</td>
<td>-$6,107,149</td>
</tr>
<tr>
<td>Florists</td>
<td>$337,850</td>
</tr>
<tr>
<td>Office Supplies, Stationery &amp; Gift Stores</td>
<td>-$775,490</td>
</tr>
<tr>
<td>Used Merchandise Stores</td>
<td>-$1,253,818</td>
</tr>
<tr>
<td>Other Miscellaneous Store Retailers</td>
<td>-$4,415,691</td>
</tr>
<tr>
<td>Nonstore Retailers</td>
<td>$5,154,467</td>
</tr>
<tr>
<td>Electronic Shopping &amp; Mail-Order Houses</td>
<td>$4,330,979</td>
</tr>
<tr>
<td>Vending Machine Operators</td>
<td>$82,387</td>
</tr>
<tr>
<td>Direct Selling Establishments</td>
<td>$741,101</td>
</tr>
<tr>
<td>Food Services &amp; Drinking Places</td>
<td>-$13,178,553</td>
</tr>
<tr>
<td>Special Food Services</td>
<td>$316,145</td>
</tr>
<tr>
<td>Drinking Places - Alcoholic Beverages</td>
<td>$873,567</td>
</tr>
<tr>
<td>Restaurants/Other Eating Places</td>
<td>-$14,368,265</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></th>
<th>Core</th>
<th>Fringe Areas</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>On Street</td>
<td>165</td>
<td>256</td>
<td>421</td>
</tr>
<tr>
<td>Off Street</td>
<td>65</td>
<td>234</td>
<td>299</td>
</tr>
<tr>
<td>Total</td>
<td>230</td>
<td>490</td>
<td>720</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 Redevelopment 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 119, 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 119. 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 such 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.

[Signatures]
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, Glattling 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 considera-
tion to the provision of adequate park and recreational areas and
areas and facilities that may be desirable for neighborhood improve-
ment, with special consideration for the health, safety and welfare
of children residing in the general vicinity of the site covered by
the plan, and

1155A
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 CARMODY</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>CAROL B. FULLER</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>ROBERT L. WILSON</td>
<td>X</td>
<td>X</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.

WILLIAM O. BOYD, Mayor and President of Council

Accept: TONY SUGRETA, 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 NORTH RIGHT OF WAY 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 OF SECTION 32 TO THE POINT OF BEGINNING AND POINT OF TERMINUS.

DESCRIPTION #2
CITY OF MOUNT DORA
GRANT DESCRIPTION
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 WESTERDY RIGHT OF WAY LINE OF

CITY OF MOUNT DORA
GRANT DESCRIPTION NO. 2 (CON'T)
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 NORTHERLY 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 NORTHEAST CORNER OF 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 EASTERLY 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 27 EAST, 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 THE EAST LINE OF SAID SECTION 19 TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE 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 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: November 5, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager

SUBJECT: Lobbyist Update

Introduction:
Peebles & Smith represents the City of Mount Dora during the 2020 Legislative process in Tallahassee, Florida. Their work includes identification of legislative priorities, formulation of strategy, research, communication with elected officials, and reporting the status on current work in progress.

Discussion:
Peebles & Smith supports the City of Mount Dora in respect to Legislative items and appropriations. Attached are the August 2019 and September 2019 monthly summaries of their work performed for the City of Mount Dora.

Budget Impact:
Lobbyist Activities are funded in account 421-5360-531-00-00 in the amount of $42,000.00.

Strategic Impact:
The contract with Peebles & Smith allows for cooperation from State, County, and surrounding communities toward the Innovation District and future infrastructure through grants and legislative processes.

Recommendation Data provided is informational.

Attachment(s):
1. Mt. Dora August Report
2. Mt. Dora September Report

Prepared by: Merry Lovern
City of Mount Dora
August Activity Report

Communications
• Robin Hayes – coordinating Tallahassee visit

Appointments/Meetings
• Legislative Liaison’s Roundtable (MetroPlan) – August 1
• Casey Cook, FLC/Ron Sanders, USF – CyberSecurity – August 7
• Taylor Ferguson, Sen. Rob Bradley’s Office, Chair, Senate Appropriation Committee – Funding priorities/Special Projects – August 8

Other Meetings
• FLC Annual Conference – August 15 - 17

Next Steps
• Follow up Job Growth Application
• Review Budget Request Forms
• Identify priorities for 2020
• Committee Week – September 16 - 20
• FLC FAST October 22 -23

John Wayne Smith
Peebles Smith & Matthews, Inc.
City of Mount Dora
September Activity Report

Communications
- Robin Hayes – Emails & Phone Calls
- Merry Lovern – Emails
- Newsletter – September Committee Meetings

Meetings
- Sen. Mayfield, Chair, Senate Agriculture Environment and General Government Appropriations Committee – September 16th
- Rep. Raschein, Chair, House Agriculture and Natural Resources Appropriations Subcommittee – Funding priorities/Special Projects – September 18th

Committee Meetings
- House Agriculture and Natural Resources Appropriations – September 18
- Senate Agriculture Environment and General Government Appropriations – September 18
- Senate Appropriations – Financial Outlook – September 18

2020 Legislative Session
- Review Agency Budget Requests – DEP attached

Grants
- DEP FRDAP Grant – Awarded
- DEO JGF Application -

Next Steps
- Follow up Job Growth Application
- Committee Week – October 14 – 18
- Committee Week – October 21 - 25
- FLC FAST October 22 -23
- Follow up with Rep. Sullivan’s Office Mt. Dora budget requests
- Sen. Baxley Mt. Dora budget requests

Important Dates
- FAC Policy Conference September 25 -26
- Bay County PLAM Conference September 30 – October 2
- Committee Week October 14 – 18
- FLC DC FLY IN October 22 - 24
- Committee Week October 21 – 25
- Committee Week November 4 – 8
- Committee Week November 12 – 15
- FLC Legislative Conference November 14 - 15
- Committee Week December 9 - 12
Department of Environmental Protection Agency Budget Recommendations

Water Quality Innovative Technologies $10,000,000

This issue requests $10 million in recurring General Revenue to continue funding for innovative technology which addresses harmful algal blooms and nutrient enrichment of Florida’s lakes, rivers and estuaries. As part of Florida’s systematic and aggressive response to reduce nutrient inputs into our State’s waterways and to combat harmful algal blooms (a symptom of eutrophication), the Florida Department of Environmental Protection (Department) will be funding innovative technologies and tools to provide an improved response and greater protection of the environment and public health.

Issue Background: In 2016, the Department formed a team of state, federal and local government experts to evaluate technologies best suited to treat blue-green algal blooms. With the understanding gained from that evaluation the Department solicited innovative technologies in 2018. Also, in 2018, the Department partnered with local governments and lead statewide efforts in algae cleanup activities after the Governor declared an emergency order and directed the Department to establish a grant program to aid significantly impacted communities. Furthermore, to enhance existing technologies and programs implemented to combat excess nutrients and eutrophication in our waterbodies, the Department obtained additional feedback through a Request for Information (RFI) to greater understand the costs and associated requirements for scalable methods to combat or clean up current and future nutrient enrichment of canals and to restore freshwater bodies and estuaries in Florida to prevent future harmful algal blooms. In 2019, the Blue Green Algae Task Force was established to support key funding and restoration initiatives, such as prioritizing solutions and making recommendations to expedite nutrient reductions in Lake Okeechobee and the downstream estuaries. This funding will be utilized in accordance with direction from the Blue Green Algae Task Force. These efforts have prepared the Department to effectively implement an aggressive innovative technologies pilot program that will treat nutrient enrichment in our waterbodies, as well as, combat harmful algal blooms.

Benefit and/or Impact: Harmful algal blooms have affected the State’s waterbodies and resulted in millions of dollars in economic loss. Having the ability to deploy innovative technologies will ensure that Florida is on the leading edge of using science to guide restoration. These grant funds will provide opportunities for the Department to partner with local governments and research institutions to pilot innovative technologies (including biological and chemical methods) that remove nutrients from water or remove algae from water bodies. Pilot studies will allow scaling-up from laboratory studies to in-situ, real-world trials. Based on the knowledge gained from previous evaluations and solicitations the Department is prepared to fund and direct real-world trials that will not have negative environmental impacts on the waterbody, as well as, targeted to meet the specific restoration needs of each category of impacted waterbody.

Water Quality Enhancements $10,800,000

Issue Description: This issue requests $10.8 million in recurring General Revenue funding for increased water quality monitoring, support for the Blue Green Algae Task Force and the Office of Environmental Accountability and Transparency (OEAT), and the water quality information portal. The Task Force has met five times to cover major sources of nutrient pollution and has made its first recommendations. The Task Force will continue to contribute critical expertise to inform future investments, project selection and regulatory changes. OEAT, led by the Chief Science Officer, has been staffed and is ensuring

Peebles, Smith & Matthews Inc.

PO Box 10930, Tallahassee, Florida 32302 | Phone: (850) 681-7383 | Fax: (850) 681-7271
policy and management decisions are informed by science and data, and water quality issues are clearly communicated to the public.

Issue Background: Executive Order 19-12 directed the implementation of the Blue-Green Algae Task Force, Office of Environmental Accountability and Transparency, a water quality information portal, and increased water quality monitoring. These are each key components to ensure science is leading the way and providing the department the information it needs to make the best decisions to protect and restore Florida’s environment. Water quality monitoring is the scientific backbone of the Florida Department Environmental Protection’s (Department) strategy to detect, prioritize, and solve water pollution problems, including nutrient enrichment. The funds will allow continuation of a restored water quality network and a focused effort to continue to improve our monitoring strategy for more complex waterbodies, such as springs, to deliver critical data to the Task Force, the Department, and other stakeholders. The result will be better identification of nutrient problems and more targeted, cost-effective nutrient-reduction strategies in the short-run and over time as additional data and research yield increasingly effective approaches.

Benefit and/or Impact: This issue will ensure the department is able to make the best-informed decisions to achieve more now for Florida’s environment. Specifically, it will ensure water quality data is more readily available to decision-makers and the public. The Blue Green Algae Task Force will continue to identify solutions to the harmful algal blooms and ensure that those solutions are implemented expeditiously. These harmful algal blooms that plague Florida’s freshwater bodies and estuaries on a recurring basis, cause environmental and human health harm, as well as damage to the local and state economies. The funds requested are critical for implementing effective and economically feasible solutions.

**Everglades Restoration $178,568,382**

Issue Description: This issue requests $170,568,382 in recurring funds for the Comprehensive Everglades Restoration Plan, the Central Everglades Planning Project (CEPP) and Restoration Strategies. Funds will be used for planning, engineering, design, construction and land acquisition required for project implementation. These funds are key to restoration of the Everglades and other critical south Florida ecosystems such as the Caloosahatchee and St. Lucie Estuaries including the Indian River Lagoon and Florida Bay.

In FY 2020-21, the recurring appropriation is $96 million, of which $32 million will be used for Restoration Strategies Regional Water Quality Plan and $64 million for Everglades Agricultural Area Reservoir Project. The Florida Department of Environmental Protection (Department) is requesting additional funding of $170,568,382 for a total of $266,568,382. Of this amount, $668,382 is requested to be appropriated from the Save Our Everglades Trust Fund for Restoration Strategies Regional Water Quality Plan due to a refund in FY 2018-19. The South Florida Water Management District received a reimbursement payment of $668,382 for a Restoration Strategies Project that was completed under the contracted cost, which provided a refund to the Department for the payment made pursuant to Line Item 1627 of Chapter 2014-51, Laws of Florida (L.O.F.). Pursuant to Chapter 2013-59, L.O.F., $32 million was mandated for the Restoration Strategies Regional Water Quality Plan beginning in FY 2013-14 through FY 2023-24.

Issue Background: The Comprehensive Everglades Restoration Plan (CERP) is the Congressionally authorized plan for the largest environmental restoration program in history. Upon Congressional authorization in 2000, the federal government and the state of Florida entered into a 50/50 partnership to restore, protect and preserve water resources in central and southern Florida, including the Everglades.
CERP was originally enacted by the State of Florida in 2001 and requires the State to actively participate in Everglades restoration. The funds provided previously have been key to satisfying the legislative requirements and meeting the State’s obligation under the federal partnership.

Benefit and/or Impact: The funds being requested are necessary to meet the current construction schedules for many important CERP projects, including C-43 Reservoir, Everglades Agricultural Area Reservoir, CEPP South, and Biscayne Bay Coastal Wetlands Project. This request includes funding for critical land acquisition needed for implementation of CERP projects, which are critical to restoring the Everglades as well as providing some reduction of the harmful discharges the St. Lucie and Caloosahatchee estuaries. The state’s Everglades restoration plans will have a direct impact on the regional economy through the creation of jobs and contracting opportunities. It is estimated that for every dollar invested in Everglades restoration, $4.04 dollars are generated.

**Northern Everglades $17,167,007**

Issue Description: This issue requests $17,167,007 in recurring funds to support the South Florida Water Management District’s implementation of the Northern Everglades and Estuaries Protection Program (NEEP), as set forth in Section 373.4595, F.S. This statute mandates the South Florida Water Management District, the Florida Department of Environmental Protection (Department) and the Florida Department of Agriculture and Consumer Services establish a restoration and protection program for Lake Okeechobee.

Funds will be used for implementation of projects that are critical for Everglades Restoration and assist with capturing basin runoff and regulatory releases from Lake Okeechobee and reducing harmful discharges to the Caloosahatchee and St. Lucie Estuaries and moving water to the Everglades.

In FY 2020-21, the recurring appropriation is $29,876,213. The Department is requesting an additional $17,167,007 for a total of $47,043,220.

Issue Background: In May 2007, the Florida Legislature passed the Northern Everglades and Estuaries Protection Plan which expanded the existing Lake Okeechobee Protection Act to include the Caloosahatchee and the St. Lucie Rivers and Estuaries. The primary goal of the legislation is to restore and protect the state surface water resource by addressing water quality, quantity timing and distribution of water to the natural system.

Benefit and/or Impact: It is estimated that for every one-dollar invested in Everglades restoration, $4.04 dollars are generated.

**Alternative Water Supply $40,000,000**

Issue Description: This issue requests $40 million in recurring General Revenue to continue funding for water resource and water supply development projects to ensure a sustainable water supply for the State of Florida and protect natural systems. These funds will be used to establish a $40 million grant program to fund water resource and water supply development projects in the areas of greatest need, such as the Central Florida Water Initiative (CFWI) and the North Florida Regional Water Supply Partnership (NFRWSP) planning areas or areas with MFL waterbodies in recovery or prevention. Priority will be given to regional projects in the areas of greatest need and for projects that provide the greatest benefit.
Issue Background: Between 2015 and 2035, the population in Florida is expected to increase by 27%, from 19.8 million to 25.2 million. During this same period, it is estimated that Floridians will require 18% more water, or an additional 1.2 billion gallons of water per day (bgd) (increasing from 6.4 bgd to 7.6 bgd). Historically, Florida communities have relied on fresh groundwater to meet their demand, and in many areas of the state, these groundwater sources are expected to be available for at least the next 20 years. In other areas, however, the supply of fresh and inexpensive groundwater is becoming increasingly limited. As these traditional sources near their sustainable limits, water resource and water supply development, including the development of alternative water supplies (AWS), are imperative to meeting Florida’s future water needs. AWS projects such as reclaimed water, brackish ground and surface water, seawater, and new storage facilities for surface and groundwater, will always be key components in planning for these needs. Additionally, water conservation and regional projects, including groundwater recharge, for example, can provide additional opportunities when planning for our future water needs.

Benefit and/or Impact: This request funds critical infrastructure needs to address water supply issues in areas of greatest need, and to protect our natural systems, including Outstanding Florida Springs.

**Water Quality Improvements**

Issue Description: This issue requests $150 million in recurring funding for the Water Quality Improvements Grant Program to improve water quality for the State of Florida for a total of $200 million for Targeted Water Quality Improvements. This funding will build on the historic investments and progress of this last year. On his second day in office, Governor DeSantis issued an Executive Order that started an unprecedented shift to science and how we handle water quality has changed in Florida. Clean water is the foundation of our communities and economies in Florida. The Blue-Green Algae Task Force has provided scientific input to inform priorities for investment and the Department has issued Requests for Information to identify critical nutrient reduction projects focused in those areas with recurring algal blooms.

This funding will be used for water quality improvement projects such as hydrologic restoration, groundwater recharge, performance payment for nutrient reduction, land acquisition for water quality protection, wastewater collection and treatment, wastewater reuse, stormwater treatment and other projects. Priority will be given to regional projects in the areas of greatest need and for projects that provide the greatest benefit, guided by the RFIs and recommendations from the Blue-Green Algae Task Force. Specifically set aside within this $150 million is $15 million dedicated to the watersheds of the iconic St. Johns, Suwannee and Apalachicola River and $10 million to benefit coral reefs and related ecosystems.

This funding will also be used to help local governments offset homeowner costs for septic to sewer conversions and septic upgrades within the boundaries of and upstream of estuarine basin management action plans adopted pursuant to Section 403.067, F.S., and where septic tanks are identified as a contributing source of water quality degradation.

Funds may be used for monitoring project implementation and administrative purposes including but not limited to Other Personal Services, travel, office space and equipment.

Issue Background: Clean and safe water is important to a healthy environment and economy. The water issues in Florida are complex and vary in different regions of the state. In many areas of the state, wastewater infrastructure challenges, including septic systems; runoff from agricultural lands; and stormwater pollution have been identified as a contributing source of water quality degradation. In many instances, the costs to address these challenges are cost prohibitive to the individual landowner. In
addition, land acquisition and hydrologic restoration are important water quality restoration and protection techniques that are often costly.

**Springs Restoration** $50,000,000

**Total Maximum Daily Loads** $50,000,000

Issue Description: This issue requests $50 million in recurring General Revenue funding for Total Maximum Daily Loads to improve water quality for the State of Florida, for a total of $200 million for Targeted Water Quality Improvements. The funds will be used by the Department to restore impaired waters by monitoring and assessing water quality, setting scientific water quality restoration goals (TMDLs), and guiding the implementation of the projects and actions set forth in adopted Basin Management Action Plans (BMAPs). A significant portion of the funds are used to address nutrient pollution, the most significant water quality problem in Florida. Funds will also be used to support operational expense, administrative expense, contracted services for development and maintenance of the Watershed Information Network (WIN) and modeling support, purchase, repair and maintenance of field equipment, and Other Personal Services.

The Department is also requesting $150 million to be used towards projects to prevent water quality degradation such as hydrologic restoration, groundwater recharge, land acquisition for water quality protection, wastewater collection and treatment, wastewater reuse, stormwater treatment and other projects including those that benefit coral reef and related ecosystems.

Issue Background: In 1992 the Environmental Protection Agency published regulations establishing TMDL procedures. The Clean Water Act (CWA) requires states to compile lists of water bodies that do not fully support beneficial uses such as aquatic life, fisheries, drinking water, recreation, industry, or agriculture, and to prioritize those water bodies for TMDL development. These inventories are known as 303(d) lists and characterize waters as fully supporting, impaired, or threatened for beneficial uses. In 2013, the EPA introduced a cooperative outline for implementing the CWA Section 303(d). These funds are used for the following types of projects: 1) water quality restoration projects to help local stakeholders achieve TMDL restoration targets; 2) targeted water quality sampling and analytical work for TMDL development; 3) development and implementation of local BMAPs; 4) contracted services for water quality modeling and other support for TMDL and development and implementation of BMAPs; 5) other activities consistent with the Department’s commitment to the best water science and essential to fulfilling the requirements of Section 403.067, F.S., and other water quality requirements of Chapter 403, F.S.

Benefit and/or Impact: This issue supports the Department’s ability to focus taxpayer resources on projects that provide a direct benefit to the environment and local communities, partner with communities and businesses to protect natural resources and promote economic growth, and empower employees to solve problems through scientific innovation and efficiency. Protecting and sustaining the state’s water supply, not only makes the state an ideal destination for 124.7 million tourists (2018 VISIT FLORIDA), it will also ensure the quality of the state’s surface and ground water for generations to come.

**Dry Cleaning Sit Cleanup** $8,500,000
Issue Description: This issue requests $8.5 million for the Dry-cleaning Solvent Contaminated Site Cleanup Program in the Division of Waste Management. Funds are used to competitively procure private remediation contractors for the remediation of eligible sites. Services provided include contamination assessment, engineering design, construction, and installation of groundwater treatment systems. Sites are addressed on a potential risk to human health and the environment priority basis. The Department’s goal is to complete rehabilitation of at least 10 to 15 sites per year.

Through drycleaner site cleanup and rehabilitation efforts, properties are restored for commercial reuse that benefit the environment, business owners, property owners, the community and the local tax base. The Department is required to implement this program pursuant to Section 376.3078, F.S.

Issue Background: The Florida Legislature established a state-funded program to cleanup properties that are contaminated as a result of the operations of a dry-cleaning facility or wholesale supply facility (Chapter 376, F.S.). The statute was sponsored by the dry-cleaning industry to address environmental, economic, and liability issues resulting from dry-cleaning solvent contamination. The program provides limited liability protection to the owner, operator, and real property owner of dry-cleaning or wholesale supply facilities for cleanup of dry-cleaning solvent contamination if the parties meet the specified eligibility requirements. Sites are addressed on a priority basis that focuses on the risk to public health, drinking water wells, and the environment. Over the past three fiscal years, the Department has completed rehabilitation on an average of 14 sites per year.

Benefit and/or Impact: This funding will continue to support ongoing, as well as new, Dry-cleaning Solvent Contaminated Site projects. Cleanup of contaminated sites protects human health and the environment by reducing or eliminating exposure to toxic pollutants.

**Cleanup of State Lands $10,000,000**

Issue Description: This issue requests $10 million for the cleanup of contaminated state-owned lands in the Division of Waste Management. Funds will be used to continue assessment and remediation activities at contaminated sites as well as focus on addressing specific contamination chemicals, including perfluorooctanoic acid (PFOA) and perfluorooctane sulfonate (PFOS) which are part of a larger group of chemicals known as perfluoroalkyl and polyfluoroalkyl substances. These substances were commonly used in many consumer products in the past, including fire-fighting foams.

Issue Background: The State of Florida and the Board of Trustees of the Internal Improvement Trust Fund (Trustees) own and are responsible for many parcels of property that are contaminated with pollutants and hazardous substances. Cleanup funding is available to all state agencies, and many request assistance with parcel assessment and cleanup. Among the type of sites that have been assessed are leaking petroleum storage tanks, abandoned dumps, arsenic contaminated cattle dipping vats, equipment maintenance areas, pesticide mixing and storage areas, suspected spill areas and waste storage areas. Since inception, approximately 300 areas of concern have been addressed and returned to productive use, available as needed by the State and the Trustees.

In Fiscal Years 2019-20 and 2020-21, funds will be utilized for the continued assessment and remediation of state properties for perfluoroalkyl and polyfluoroalkyl substances contamination. These funds will be used to complete the site assessment, conduct remediation activities (including potential excavation and soil treatment) for the Florida State Fire College in Marion County. In the event this project is unable to proceed, funds will be used to address other critical projects.
Benefit and/or Impact: The appropriation of these funds will reduce the State’s potential liability of contaminated sites. Use of this dedicated appropriation and management by the Department allows agency budgets to be used for their core missions, allows priority setting across all affected agencies, and ensures efficient management by staff with experience in this work.

**Petroleum Tanks Cleanup**

$125,000,000

Issue Description: This issue requests $125 million in funding for the Petroleum Restoration Program in the Division of Waste Management (Division). Funds are used to competitively procure contracts with private remediation cleanup and support contractors. Pursuant to Section 376.3071, F.S., contaminated sites are prioritized for cleanup based on their potential risk to human health and the environment. This funding will allow the Department to continue remediation efforts and meet the strategic goal of having all remaining sites assessed.

Issue Background: The Petroleum Restoration Program (PRP) encompasses the technical oversight, management, and administrative activities necessary to prioritize, assess, and cleanup sites contaminated by discharges of petroleum and petroleum products from stationary petroleum storage systems. These sites include those determined eligible for state-funded cleanup using qualified contractors selected through competitive procurement or selected by the property owner or responsible party and state lead contractors under direct contract with the Department, as well as non-program or voluntary cleanup sites that are funded by responsible parties.

Over the past four years, the Division has implemented major changes to the PRP to improve the efficiency and cost effectiveness. Among the many changes, the Division has required competitive bidding for projects over $325,000 and implemented the Advanced Cleanup Redevelopment Program to support the redevelopment and revitalization of petroleum contaminated property. The PRP is currently working towards having all eligible discharges assessed, however, certain challenges with obtaining access to a small percentage of sites due to a multitude of factors is anticipated.

Sites or Facilities may have more than one discharge.
- Total Rehabilitated - 10,851
- Undergoing Rehabilitation - 6,047
- Awaiting Rehabilitation - 2,480

At the approach of cleanup on lower-score sites, the Division will be addressing several projects expected to cost over $10 million each (mega projects).

Benefit and/or Impact: This funding will continue to support ongoing and new petroleum restoration projects. Cleanup of contaminated sites protects human health and the environment by reducing or eliminating exposure to toxic pollutants.

**Florida Resilient Coastline Initiative**

$8,500,000

Issue Description: This issue requests $2.9 million in additional funding for the Florida Resilient Coastlines Initiative, for a total of $8.5 million. This funding will be used to conduct coral reef water quality monitoring, mitigate the impact of Stony Coral Tissue Loss Disease through direct intervention, coral rescue, and propagation for restoration and ensure Florida’s coastal communities are resilient and prepared for the effects of rising sea levels, including coastal flooding, erosion, and ecosystem changes.
Issue Background: The Florida coral reef tract is currently experiencing a widespread coral disease outbreak. South Florida’s coral reef ecosystem provides invaluable economic and ecological benefits such as coastline protection from storms and flooding, tourism, and habitat for many important species of commercial and recreational fisheries. The Florida Department of Environmental Protection (Department) is working with partners from federal, state, and local agencies, non-governmental organizations, universities, and members of the community to investigate and address this urgent disease issue.

This funding will continue water quality sampling along the Southeast Florida inlets and associated coral reef locations; continue direct coral disease intervention strike teams to save diseased corals and develop improved efficient and effective techniques; continue building and maintaining coral propagation and nursery infrastructure to house and propagate rescued corals, rescued spawn, and corals of opportunity for future restoration; continue to identify and track surviving colonies of highly impacted coral species in disease-affected areas and incorporate their natural disease resistance into future research and/or restoration activities; and continue new coral colony-level intervention tools and narrow down the list of potential causative pathogens, disease vectors, and environmental conditions that have contributed to the onset and perpetuation of Stony Coral Tissue Loss Disease.

This issue supports community level sea level rise planning, statewide resilience collaboration through workshops and technical meetings, and assists with statewide climate assessment work. Over the past two fiscal years, the Department has provided planning grants to over 50 Florida cities and counties. These plans are guiding local decisions for resilience implementation projects.

Issue Description: This issue requests $500,000 to fund capital projects which address local sea level rise and/or coastal flooding and provide examples for other vulnerable coastal communities statewide, for a total of $8.5 million for the Florida Resilient Coastlines Initiative. Projects include but are not limited to tide check valves on stormwater outfalls, living shorelines, and elevation of pavement or critical infrastructure. This funding will ensure Florida’s coastal communities are resilient and prepared for the effects of rising sea levels, including coastal flooding, erosion, and ecosystem changes.

Issue Background: The Governor’s Executive Order 19-12 states that the Office of Resilience and Coastal Protection will help prepare Florida’s coastal communities and habitats for impacts from sea level rise by providing funding, technical assistance and coordination among state, regional and local entities. This request will provide funding and technical assistance to local governments for coastal capital projects that will serve as statewide examples of projects that alleviate flooding. Over the past two fiscal years, the Florida Department of Environmental Protection has provided funding for over 50 planning efforts for Florida cities and counties. These plans are guiding local decisions for resilience implementation projects.

**Volkswagen Settlement**

$67,500,000

Issue Description: This issue requests $67,500,000 in FCO appropriation for continued funding in the Division of Air Resources Management (Division) for projects funded through the Volkswagen (VW) Environmental Mitigation Trust for State Beneficiaries (Mitigation Trust). This is a fourth-year request for a potential ten-year project development and implementation period. The Florida Department of Environmental Protection is designated as the lead agency, and funds awarded to the State of Florida will be used to mitigate environmental and air quality impacts from Volkswagen vehicles sold in the state that caused excess nitrogen oxide emissions. These funds may also be used to hire temporary employees to implement diesel emission reduction projects.
Issue Background: In October 2016, VW entered into a Partial Consent Decree with the U.S. Government settling claims that it violated the Clean Air Act by selling diesel vehicles that violated the U.S. Environmental Protection Agency’s (EPA) mobile source emission standards. The violation involved installation and use of emission testing defeat devices in approximately 500,000 turbocharged direct injection (TDI) 2.0-liter diesel engine vehicles sold and operated in the U.S. from model year 2009 through 2015. In May 2017, VW entered into a second Partial Consent Decree with the U.S. government settling additional claims that it violated the Clean Air Act by selling approximately 80,000 TDI 3.0-liter diesel engines also equipped with defeat devices.

The defeat devices allowed the 2.0-liter and 3.0-liter diesel vehicles to meet the applicable nitrogen oxides (NOx) emission limits during emission tests while not meeting these limits during normal vehicle operation. To resolve the 2.0-liter and 3.0-liter diesel engine Clean Air Act violations, VW has agreed to provide approximately $2.925 billion to remediate the damage caused by these vehicles. Florida’s share is more than $166 million to be spent on NOx emissions mitigation projects over a ten-year period which started October 2, 2017.

The purpose of Mitigation Trust Fund is to provide money for specified diesel emission reduction projects. These projects are intended to offset excess emissions of NOx caused by the subject vehicles in order to fully mitigate the total, lifetime excess NOx emissions from the 2.0-liter and 3.0-liter vehicles. The Division received a $500,000 appropriation for FY 2017-18, a $5 million appropriation for FY 2018-19, and a $10 million appropriation for FY 2019-20. Diesel emission reduction projects are expected to begin in the fall of 2019. On July 17, 2019 the draft Beneficiary Mitigation Plan was made available to the public.

**Florida Forever**

Issue Description: This issue requests $84 million in funding for the Florida Forever land acquisition program in the Division of State Lands (DSL), for a total of $100 million for Florida Forever Programs. These funds are needed for the acquisition of rare and sensitive lands, including everglades restoration, greenways and trails, to assist communities in protecting important natural resources, providing recreational opportunities and public beach access.

The requested resources will allow achievement of the Florida Forever goals and improvements in their associated performance measures, found in Section 259.105(4), F.S. These goals include:

~ ensuring that sufficient quantities of water areas are available to meet the current and future needs of natural systems and citizens of the state
~ mitigating the effects of natural disasters and floods in developed areas (including coastal areas)
~ protecting, restoring and maintaining the quality and natural functions of land, water and wetland systems of the state
~ enhancing the coordination and completion of land acquisition projects ~ increasing the protection of Florida’s biodiversity at the species, natural community and landscape levels
~ preserving significant archaeological or historic sites
~ increasing natural resource-based public recreational and educational opportunities
~ increasing the amount of open space in urban areas
~ increasing the amount of forestland available for sustainable management of natural resources

Other Personal Services employees and related land acquisition services may be utilized in association with the activities of these programs.

Note: The Florida Forever Trust Fund will be supported by a non-operating transfer from the Land Acquisition Trust Fund in the amount of $84 million.

Peebles, Smith & Matthews Inc.

PO Box 10930, Tallahassee, Florida 32302 | Phone: (850) 681-7383 | Fax: (850) 681-7271
Issue Background: Florida Forever is Florida’s premier conservation and recreation land acquisition program, a blueprint for conserving natural resources and renewing Florida’s commitment to conserve the state’s natural and cultural heritage. Florida Forever replaces Preservation 2000 (P2000), the largest public land acquisition program of its kind in the United States. With approximately 10 million acres managed for conservation in Florida, more than 2.5 million acres were purchased under the Florida Forever and P2000 programs.

Benefit and/or Impact: The acquisition of conservation lands contributes to the primary economic driver of Florida’s economy - tourism, because they provide essential ecosystem services such as clean air, clean and sufficient water, flood control, coastal buffering during storms, and increased recreational opportunities. These lands are vital for filtering and replenishing Florida’s aquifers - the source for 90 percent of our drinking water. Conservation lands protect crucial habitat that help maintain both commercial and recreational fisheries. They also provide a window into Florida’s lifestyle and quality of life and can be viewed as amenities available to homeowners and business employees. An increased priority for lands acquired is given to those acquisitions which achieve a combination of conservation goals including support of local and state parks and protecting Florida’s water resources and natural groundwater recharge.

**Florida Communities Trust (Florida Forever) $10,000,000**

Issue Description: This issue requests $10 million in funding for the Florida Communities Trust (FCT) Parks and Open Space Program, for a total of $100 million for Florida Forever Programs. This program provides funding to local governments and eligible non-profit environmental organizations for the acquisition of community-based parks, open space and greenways that further outdoor recreation and natural resource protection needs. The requested resources will allow achievement of the Florida Forever goals and improvements in their associated performance measures, found in Section 259.105(4), F.S.

Note: The Florida Forever Trust Fund will be supported by a non-operating transfer from the Land Acquisition Trust Fund in the amount of $10 million.

Issue Background: The FCT program is part of Florida Forever which is Florida’s premier conservation and recreation land acquisition program, a blueprint for conserving natural resources and renewing Florida’s commitment to conserve the state’s natural and cultural heritage. Florida Forever replaces Preservation 2000 (P2000), the largest public land acquisition program of its kind in the United States. With approximately 10 million acres managed for conservation in Florida, more than 2.5 million acres were purchased under the Florida Forever and P2000 programs which have included FCT.

John Wayne Smith
Peebles Smith & Matthews, Inc.
DATE:       November 5, 2019

TO:         Honorable Mayor and City Council Members

FROM:       Robin R. Hayes, City Manager

SUBJECT:    Claims Update

Introduction:

This is an opportunity for Sherry Sutphen, City Attorney, to provide information about claims or other legal matters to the City Council.