MOUNT DORA CITY COUNCIL REGULAR MEETING
April 19, 2011
City Hall Board Room, 510 N. Baker Street

AGENDA

CALL TO ORDER:
INVOCATION:
PLEDGE OF ALLEGIANCE:
ROLL CALL:
PUBLIC APPEARANCES (7:00 - 7:30 p.m.)
ADJUSTMENTS TO AGENDA

CONSENT AGENDA

1. Approval of Final Change Order with MAPP Construction 03
2. Approval of Fee Waiver Request from Ice House Theater 04
3. Approval of Agreement with Metro PCS 29
4. Approval of bid award to Marbek Construction for Library Addition and Renovations 46
5. Approval of City Council Workshop Meeting Minutes dated March 21, 2011 54
6. Approval of City Council CIP Workshop Meeting Minutes dated March 28, 2011 55
7. Approval of City Council Meeting Minutes dated April 5, 2011 61

PRESENTATIONS

1. Best in Show Art Presentation 68
2. Visioning Update 69
3. Downtown Streetscape 76
PUBLIC HEARINGS
ORDINANCES

1. Final Reading of Ordinance 2011-04, Dog Friendly Dining

RESOLUTIONS

1. Approval of Resolution 2011-07 Creating Joint Committee for Regionalization of Fire and EMS Services

2. Approval of Resolution 2011-08 Authorizing and Inter-Fund Loan for the Library

PROCLAMATIONS

1. Building Safety Month Proclamation

COUNCIL CONSIDERATION/DISCUSSION OF DEPARTMENTAL TOPICS
CITY MANAGER

1. Reassignment of Lease back to Scott Alderman

BOARD APPOINTMENTS

If you or someone you know is interested in supporting the City through service on a Board or Committee, please contact Gwen Keough-Johns, City Clerk at (352) 735-7126 or complete an application online at http://www.ci.mount-dora.fl.us/vertical/Sites/%7BB57363BB-8A05-49A7-AE31-DBFCAAAA4A5EF%7D/uploads/%7BCE77DD52-3768-4733-9A4F-3B6C084B1CF6%7D.PDF

1. Reappointment of Mr. Bob Maraio to serve on the Police Pension Board

2. Charter Review Appointments – Mayor DeMarco, Vasco Watters & Jim Yatsuk

CITY ATTORNEY INFORMATION/REPORTS

OTHER BUSINESS

MEETING NOTICES

ADJOURNMENT

NOTICE: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

NOTICE: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Gwen Keough-Johns, City Clerk no later than seven (7) days prior to the proceedings. Telephone (352) 735-7126 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.
DATE: April 19, 2011

TO: City Council

FROM: Gus Gianikas, Planning & Development

VIA: Michael Quinn, City Manager

RE: Community Building - MAPP Contract – Final Change Order

Recommendation: The Staff recommends the Board approve $30,035.81 as a final change order to the contract with MAPP Construction.

Background/Information: The change order is for Extended Direct Jobsite Overhead due to delays caused by unforeseen conditions related to the east wall (wall between auditorium and lobby). During stages of demolition and construction, conditions were revealed that required redesigns. The conditions required that the original wall be removed, a new wall constructed, the roof system transferred to the new wall, and an expanded footer be installed. The amount this change is based on a delay of seven weeks at a cost of $4,290.83 per week. The majority of the cost is the salaries of Project Manager and Superintendent. The final construction cost breakdown is shown below.

Initial Bid Items
- Base Bid Work $1,880,000
- Add/Alt Bid (lighting, stage rigging, curtains) $305,500
- Hazardous Material Abatement Bid $73,006
- Seating Bid $248,745
Total Initial Bid Items $2,507,251

Changes due to added work
- Related to east wall $141,550
- Other $184,823
- Extended Direct Jobsite Overhead $30,036
Total added work $356,409

Final Construction Cost $2,863,660
Construction Budget – Bids + 10% $2,757,976
4% over budget

Original budget prior to bids (architect’s estimate) $3,500,000
DATE: April 11, 2011

TO: Mayor and City Council

FROM: Roy Hughes, Parks and Recreation Director

VIA: Michael Quinn, City Manager

RE: Non Profit Organization request for fee waiver.

Recommendation:

This request is based solely on the rental fees associated with the use of the facility and do not include additional cost that may be related with their use. These additional costs may also include labor and material and set up time by city staff. In each rental, their impact varies from minimal to extreme and should be considered when addressing request. It is our recommendation that council take into account the impact on resources that each rental has and decide accordingly. Council could also consider approving less than a 100% reduction of fees for this request. This request is for the full use of the Community Building during the week of July 12, thru July 17, 2011.

References/Support:

City Council approved a new set of policies relating to the Facility Management and Rental Fees/Charges in 2009. As part of the approved policies only non profit organizations can request a fee waiver. Rentals are allowable for up to two years in advance. The decision on all fee waivers is approved, denied or modified by city council.

Background/Information:

Each nonprofit group represents organizations which have in the past been granted relief from facility rental cost due to their nature as community groups.

- **($4005)** Fee waiver request is from the Mount Dora Ice House Theatre fundraiser and the full use of the Community Building. *(Impact level medium)*
COMPANY/ORGANIZATION
FACILITY USE APPLICATION

It is our goal to provide you with the best possible customer service and to make your rental experience a positive occurrence. To achieve this goal we need the following application form completely filled out when renting a city facility or park. A valid I.D. is required at time of application. All fees associated with requested rental must be paid when submitting an application for use unless organization is applying for a fee waiver. In the event of a fee waiver request the organization will still be required to pay the security deposit. **Should the city council deny this application, the organization would then have 7 days to make payment or cancel their reservation.**

**Applicant Information**
This person will be the contact for the company/organization and will remain the contact for additional reservations and may only be changed by submitting a new Facility Use Application.

**Agent Name:** DARLIN BARRY  
**Agent Address:** P.O. BOX 787  
**City:** MOUNT DORA  
**Zip:** 32756  
**Phone:** 352-408-3962  
**Cell Phone:** 352-408-3962  
**Company/Organization Name:** THE ICE HOUSE THEATRE  
**Physical Address:** 1100 N. UNSER ST.  
**City:** MOUNT DORA  
**Zip:** 32757

**Rental Information**
If more than one date is requested at this time, please include the additional date(s) and/or time(s) on the table provided on the second page of this application. *Include sufficient time for set up and clean up of event for time requested*

**Facility Requested:** MOUNT DORA COMMUNITY BLDG  
**Date From:** 07/12/2011  
**Date To:** 07/17/2011  
**Time Requested:** START 9:00 AM  
END 11:00 AM  
**0 DAYS INCLUSIVE, ADDITIONAL REQUEST ON REVERSE SIDE**
### Additional Facilities/Dates/Times Requested:

<table>
<thead>
<tr>
<th>Facility</th>
<th>*Date(s)</th>
<th>*Time: Start / End</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMUNITY BLDG</td>
<td>8/2 - 8/7/2011</td>
<td>9 AM / 11 PM</td>
</tr>
</tbody>
</table>

* Include sufficient time for set up and clean up of event for time requested

**Purpose of Use:** THEATRICAL PRODUCTIONS: 6 SHOWS X 300 = 1800

List estimated attendance: 6 SHOWS X 250 = 1500  (8/2 - 8/7) cancelled.

List any special needs or support you will require above the normal rental agreement. i.e. extra staff, extra tables and chairs, storage…. Any request beyond the normal agreement will require additional fees and additional information such as a site plan for the event.

1) Will you have merchandise/food/craft sales at your event? **Yes/No**
2) Will you be collecting revenue or charging for your event? **Yes/No**
3) Will tents be used at your events? **Yes/No**
4) Will alcohol be sold or distributed at your event? **Yes/No**

*If yes to alcohol question, applicant will need to apply for permit thru police department and city managers office. Liability insurance coverage will be required. Proof of these documents must be presented to our office prior to event.

**A DECISION IS PENDING. IF THE BOARD OF THE ICEHOUSE DECIDES TO PURSUE ALCOHOL SALES, THE REQUIRED PERMITS WILL BE FILED.**

### Signature below acknowledges that all information provided on this Facility Use Application is true and that this information can only be altered upon the approval of a completed Reservation Change Form:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
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<tbody>
<tr>
<td>[Signature]</td>
<td>3/23/11</td>
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</table>
Fee Waiver Request

Fee waiver request are available for non profit use only. The following must be completed prior to Fee Waiver request being submitted for review. All requests must be submitted to city council for their review and/or approval/denial.

- A copy of your organizations (501C3) **must** be provided at time of request.
- A copy of your organizations financial statement including event expenditures and projected revenues.
- A letter outlining your organizations reasons stating why your organization should be granted a fee waiver. Prior history and community work should be included.
- Request must be submitted prior to the city council meetings and the requested event. City council meets the 1st and 3rd Tuesday's of each month so plan accordingly. It is **suggested to submit your request at least 30 days or more in advance**.

I understand the waiver requested by this fee waiver application only applies to City facility rental fees, equipment rental costs, staff costs and permit fees. The applicant will be responsible for filling out the proper facility reservation applications for the proper facility. In addition, the applicant will be responsible for all rental fees, deposits, staff costs, cleaning fees, equipment costs and permit fees not waived through this fee waiver application process. The applicant agrees to abide by all rules and regulations set forth by the City of Mount Dora Special Event's application. **Submission of this application does not guarantee approval of the fee waiver request or imply authorization of the event.**

---

**Signature below acknowledges that all information provided on this Facility Use Application is true and that this information can only be altered upon the approval of a completed Reservation Change Form:**

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<thead>
<tr>
<th>Signature</th>
<th>Date</th>
<th>3/23/11</th>
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### Office Use Only

<table>
<thead>
<tr>
<th>Processing Fee Paid $</th>
<th>Security Deposit Paid $</th>
<th>Rental Fee Paid $</th>
<th>Total Amount $</th>
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<tbody>
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<tr>
<th>Proof of Alcohol Permit</th>
<th>Proof of Liability Insurance</th>
<th>Date Alcohol Permit Approved</th>
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<tr>
<th>Fee Waiver Requested</th>
<th>Y / N</th>
<th>Date Requested</th>
<th>Approved or Denied</th>
<th>Amount Waived $</th>
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<tr>
<th>Profit or Non Profit</th>
<th>Copy of 501c3</th>
<th>Y / N</th>
<th>Letter from Organization</th>
<th>Y / N</th>
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<tr>
<th>Copy of ID Attached</th>
<th>Y / N</th>
<th>Resident or Non Resident</th>
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<tr>
<th>Date Application Submitted</th>
<th>Staff Initials</th>
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City Manager's Signature

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City of Mount Dora
Facility Booking and Refund Policy

All reservations will be accepted on a first come first served basis and may be submitted up to two years in advance of scheduled use. The premises may not be sublet without prior written consent of the City of Mount Dora.

- ONLY non-profit groups may request a fee waiver or reduction by submitting a written fee waiver request to the Parks and Recreation Department. City Council will review and approve or deny all application requests.

- The facility may be reserved only after the Facility Use Agreement has been completed and all fees paid. If a fee waiver request has been submitted, rental fee payments will not be due at the time of reservation (security deposit & processing fee must be paid). Following City Council’s decision, the organization has 7 days to pay the outstanding balance or cancel the reservation with a refund of the deposit. Checks may be used for payment if received at least 30 days prior to the reservation. ALL payments made less than 30 days prior to the reservation must be paid in cash, credit/debit card, or money order. A $5.00 nonrefundable processing fee will be charged on all reservations.

- In the event of a cancellation, a written letter must be submitted by the renter to the City of Mount Dora Parks & Recreation Department (900 North Donnelly Street, Mount Dora, FL 32757) requesting a refund. In order to receive a full refund the user MUST notify the Parks & Recreation Department of any cancellation or change at least 7 days prior to the scheduled event.

  352-735-7183, Monday - Friday, 8:00 am - 5:00 pm

- Rental times must include the time it takes to set up tables & chairs, decorate, hold the event, clean up, and the take down of tables & chairs. All rentals will be run in a continuous block of time. Breaks between set up and actual event time are not allowed. Please take this into consideration as you schedule you facility use time. The facility must be vacated at the time posted on your permit to avoid forfeiture of your security deposit.

- The key may be picked up from the Police Department a maximum of 30 minutes prior to your rental start time and returned no later than 30 minutes after your rental end time or the security deposit will be forfeited. If keys are lost or stolen a rekeying fee of $200 may be charged.

- Security deposit refunds will be mailed within 14 days after the event if the facility maintenance and use regulations are followed.

Signature below acknowledges you have read, understand and will abide by this agreement:

Signature: 
Date: 3/23/11
City of Mount Dora
Facility Use Regulations

- ALCOHOL is NOT permitted in any city facility or on city property unless the proper permit is submitted by the renter and approved by the Police Department and city manager. **SECURITY DEPOSITS WILL NOT BE RETURNED IF THIS ORDINANCE IS VIOLATED AND FUTURE USE COULD BE JEOPARDIZED!**

- All city public buildings and grounds are designated as NON-SMOKING FACILITIES. *Please notify your guest of this policy.*

- The range/oven and microwave may ONLY be used for the heating/warming of food items. **COOKING IS NOT PERMITTED DUE TO FIRE CODE!**

- The renter shall not use NAILS, THUMB TACKS, MARKERS, PAINT OR ANY OTHER ITEM THAT WILL LEAVE A PERMANENT MARK without the consent of the facility supervisor. The tape used must not damage the walls.

- The renter must supply their own extension cords, garbage bags and cleaning supplies. All garbage cans must be emptied, trash bags replaced and trash placed outside the front door for the custodian or in the park dumpster (Gilbert Park).

**Problems concerning the building, call Darrell Hylton at 352-516-3659.**

**Disclaimers**

The user will indemnify and hold harmless Mount Dora from and against all claims, damages, losses, and expenses, including reasonable attorney fees, arising out of, or resulting from the occupancy of the facility by the User, its agents, servants, invitees, and guest under this license.

The user will comply with all laws, ordinances, regulations, or other orders regarding the safety of persons or property, or their protection from damage, injury, or loss.

The user will take all reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury, or loss to all persons and property in the facility. In an emergency affecting the safety of persons or property, the user will act with reasonable care and discretion to prevent threatened damage, injury, or loss.

**Signature below acknowledges you have read, understand and will abide by this agreement:**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Barry</td>
<td>3/31/11</td>
</tr>
</tbody>
</table>
City staff may or may not be present before and after your event, however it is not the employee’s responsibility to clean, set up or take down tables and chairs. They are here for facility inspections ONLY. If you choose to move any items, they must be returned to their original location after the event.

Failure to comply with any or all of these regulations will result in the forfeiture of any or all of the security deposit.

Your maintenance responsibilities include:

- Cleaning all used tables and chairs.
- Stacking and returning all tables and chairs to their original location.
- Sweeping, and cleaning all debris from the floors and counters (including restrooms).
- Removing all decorations including tape or any other type of adhesives used.
- Removing all your items and cleaning all spills from the refrigerator.
- Empting all garbage cans, replacing trash bags, and placing trash outside the front doors for custodian or in the park dumpster (Gilbert Park).
- All the above regulations apply to outside rentals as well (where appropriate).

Thank you in advance for your cooperation.

Signature below acknowledges you have read, understand and will abide by this agreement:

Signature: [Signature]
Date: 3/31/11
DATE: March 24, 2011

TO: Mr. Roy Hughes, Director, Parks and Recreation
    Mr. Mike Quinn, City Manager
    Ms. Melissa DeMarco, Mayor
    Members: The Mount Dora City Council

FROM: Darlin Barry, Managing Artistic Director
      J Bowling, President, Board of Directors
      Carolyn Sonnentag, Treasurer, Board of Directors

RE: Request for waiver of rental fees on Mt. Dora Community Bldg.
Dates: July 12-17, 2011 and August 27-29, 2011

The IceHouse Theatre, a 501 c 3, non-profit community theater, is currently in its 63rd season as a cornerstone of Mount Dora’s cultural and social life. Founded in 1948, the IceHouse Players spent their first decade on the shore of Lake Dora in a renovated “ice plant,” from which the name was born.

The second home of the IceHouse Players, was built in 1958 on the corner of Unser Street and 11th Avenue, on a plot of land generously donated by the municipality. In the ensuing five decades, the IceHouse has presented nearly six hundred theatrical productions across all genres, within these concrete block walls. And in this lifespan, literally tens of thousands of local residents, young and old, have shared the joys of participation onstage, backstage and in the front-of-house, volunteering countless hours to this collaborative art form known as community theater.

Each year, approximately 20,000 people attend the Theatre’s year-round offerings of musicals, comedies and dramas. While in the area, these patrons also dine and shop, contributing to the financial health of our community. In the greater Orlando metropolitan area, the IceHouse has established a reputation for presenting solid entertainment at an affordable ticket price; and our audience base is both wide and intergenerational.

We share this brief recap of the IceHouse history with you to cast perspective on the plans we would like to unveil regarding the IceHouse’s near future. While periodic maintenance has kept it functional, the building is showing signs of its 53 years. Certain architectural deficiencies now define its limitations for modern standards of comfort.

The public is accustomed to and expects a higher level of creature comforts than can be offered in our tiny lobby with its noisy window air-conditioner and the sweltering heat of the tin-roofed open air terrace offering concrete benches and hungry mosquitoes. To put it mildly, from May to October, it’s hot at the IceHouse, and this lack of comfort hurts our bottom line.

The IceHouse Theatre
1100 N Unser Street, Mount Dora, FL 32757
352-383-4616 (Box Office)   352-383-3133 (Business Office)   352-735-2361 (Fax)
www.icehousetheatre.com

City Council - April 19, 2011
Therefore, we are taking steps to remedy the problem; this summer, from June to September, a remodeling of the indoor lobby and outside terrace area are planned. This work will involve tearing open a few walls to expand the footprint of the lobby as well as installing central air conditioning and automatic doors that will assist in keeping the cool air enclosed. The box office is to be reconfigured to provide a better flow in the service area and improved access for patrons.

To make it possible for this exciting facelift to take place, the business of putting on shows and running summer camps must be moved off-site. We have made accommodations regarding summer camps; and those will be meeting in another location.

However, it is just not economically prudent for the IceHouse to remain 'dark' – that is, without a summer production to meet our expenses. Therefore we wish to mount two events at the beautifully-renovated Community Building. The proposed schedule:

**July 12-17** Always, Patsy Cline – total of 6 performances
Load in and Rehearsals 7/12-7/13
Shows: 7/14 (7:30 p), 7/15 (7:30 p), 7/16 (2 p & 7:30 p), 7/17 (2 p & 7:30 p)

**August 2-7** A Broadway Musical Revue: Irving Berlin, Cole Porter, Rodgers & Hammerstein, etc. – total of 6 performances
Load in and Rehearsals 8/2-8/3
Shows: 8/4 (7:30 p), 8/5 (7:30 p), 8/6 (2 p & 7:30 p), 8/7 (2 p & 7:30 p)

Each of these rental segments would be six days long. The pricing guide provided by the Parks and Recreation Dept. lists a Seasonal and Peak Weekend Usage Times for In-City/Not-for-Profit rate of $650/day for a full-building rental. However, the dates we are requesting are Off-Season. Rates for Off-Season rentals are not listed on the price guide.

**OUR REQUEST**
We put before you a request to waive the $650/day rental fee for the twelve days of our utilizing the Community Building space. We ask that you take into consideration that this will be an Off-Season rental as well as the extenuating circumstances as described in this letter regarding the upgrades that will be in progress at the IceHouse.

It is our fervent hope that the City of Mount Dora will assist the IceHouse at this critical juncture -- while we are in the throes of this profound investment towards capital improvement – during these efforts that are being made to improve our own building. We are undergoing this remodeling to make the Theatre a beautiful destination for our patrons – those who are residents of Mount Dora, of the surrounding towns, of the greater Orlando six-county area; as well as for tourists from around the state and the country.

*The IceHouse Theatre*
1100 N Unser Street, Mount Dora, FL 32757
352-383-4616 (Box Office) 352-383-3133 (Business Office) 352-735-2361 (Fax)
www.icehousetheatre.com
We are aware that in addition to the rental fee, the use of the Community Building also involves payment to a building operations manager, after the hours of 4:30 pm, at a rate of $28/hour. We are also prepared to pay the necessary housekeeping/cleaning fees. We will work closely with the Parks and Recreation staff and others designated by them, to treat the Community Bldg with the respect and care that it deserves. The renovation was an extraordinary feat and we are proud to have this new jewel in our downtown area. We would be honored to perform within its walls and to introduce our audiences to its comfort and beauty.

Please consider our request with the greater good of the community in mind. The IceHouse has been managing to stay afloat in these stringent times for arts organizations. Government agencies on the state, county and city levels are no longer able to offer grant dollars. Some may recall that up until a few years ago, the City of Mount Dora was able to offer generous funding support for the IceHouse. In the current financial reality, the IceHouse’s support is approximately 80% earned income; a very high percentage, in comparison to national averages for comparable arts organizations. Therefore, in our constant quest to increase our (earned income) ticket sales, it has become apparent to us that our ability to increase our audience share is hindered by our inability to compete with entertainment venues which can offer more amenities and greater physical comfort.

So, as we address the Theatre’s outdated and flawed design issues, our need to sustain our cash flow is vital, not only to get us through the summer months with our standard operating costs, but also that we may focus charitable giving that we hope to receive towards the remodeling project.

Any percentage of the In-Season 14-day rental ($650 x 14 = $7,000) that is reduced for this Off-Season 12-day rental will help us out immensely as we invest in bringing the IceHouse up to current patron standards.

Increasing the Theatre’s appeal as an entertainment destination will, in the long run, generate more customers for local restaurants and visitors to our downtown shops.

Thank you for your consideration of this request. We look forward to welcoming you all to the refurbished IceHouse next fall, in time for the 64th Season!

The IceHouse Theatre
1100 N Unser Street, Mount Dora, FL 32757
352-383-4616 (Box Office) 352-383-3133 (Business Office) 352-735-2361 (Fax)
www.icehousetheatre.com
## SUMMER 2011 SHOWS – AT THE MT. DORA COMMUNITY BLDG.
### BUDGETS

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th>JULY 12 – JULY 17: 6 DAYS</th>
<th>AUGUST 2 – 7: 6 DAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERSONNEL</td>
<td>ALWAYS, PATSY CLINE</td>
<td>BROADWAY REVUE</td>
</tr>
<tr>
<td>Comm Bldg Technician - 6 days</td>
<td>600 (@ $28/hr after 4:30 pm, and on weekends)</td>
<td>600 (@ $28/hr after 4:30 pm, and on weekends)</td>
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<tr>
<td>Music Director: Pianist</td>
<td>1200</td>
<td>2500</td>
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<tr>
<td>Musicians:</td>
<td></td>
<td></td>
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<tr>
<td>Percussion</td>
<td>1000</td>
<td>800</td>
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<tr>
<td>B ass</td>
<td>1000</td>
<td>---</td>
</tr>
<tr>
<td>Pedal Steel/Fiddle/Guitar</td>
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<tr>
<td>Lighting Designer</td>
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<td>Lighting Asst</td>
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<td>Scenic Designer</td>
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<tr>
<td>Scenic Assts</td>
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<td>Sound Designer</td>
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<td>Costume Designer</td>
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<td>Actors/Singers:</td>
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<td>Sound Operator</td>
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<tr>
<td>Spotlight Operator</td>
<td>200</td>
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### EQUIPMENT & SUPPLIES

| | |
| --- | |
| Lighting Equipment: buy/rent | 300 |
| Sound Equipment: buy/rent | 200 |
| Costumes: buy/rent | 400 |
| Scenic: soft goods or other | 600 |
| Show Royalties | 5000 |
| Music Rental | 750 |
| Admin Fee | 100 |
| Contingency | 500 |
| Marketing & Printing | 500 |
| COMMUNITY BLDG RENT | Fee Waiver pending |
| IN-SEASON PRICE (6 x $650) | 3900 – In Season quote |
| OFF-SEASON PRICE (Not Listed) | ??? – Off Season quote |
| Cleaning – Approved Vendor 6 days and between perfs | 300 - vendor info TBA from Parks & Recreation |

### EXPENSE TOTALS

| | |
| --- | |
| 21,750 | 18,600 |

### INCOME

| Ticket Sales: $16 - $25 | 38,400 (based on 80%) |
| Beer & Wine: (decision pending) | 1,000 (net) |

### NET PROFIT

| 17,650 | 16,000 |
### ICEHOUSE PLAYERS, INC.  
INCOME STATEMENT

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Income: Tickets, Tuition</td>
<td>319,297.00</td>
<td>329,000.00</td>
</tr>
<tr>
<td>Donations, Grants, Memberships</td>
<td>53,680.00</td>
<td>49,000.00</td>
</tr>
<tr>
<td>Other</td>
<td>32,328.00</td>
<td>37,000.00</td>
</tr>
<tr>
<td>SUB-TOTAL REVENUE</td>
<td>405,305.00</td>
<td>415,000.00</td>
</tr>
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</table>

### EXPENSE

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Production, Marketing</td>
<td>123,322.40</td>
<td>130,000.00</td>
</tr>
<tr>
<td>Insurance, Interest</td>
<td>24,390.16</td>
<td>26,000.00</td>
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<tr>
<td>Payroll, Taxes</td>
<td>125,906.28</td>
<td>110,000.00</td>
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<tr>
<td>Office Expense</td>
<td>29,662.47</td>
<td>35,000.00</td>
</tr>
<tr>
<td>Maintenance, Utilities</td>
<td>45,358.95</td>
<td>50,000.00</td>
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<tr>
<td>Other</td>
<td>27,689.13</td>
<td>24,000.00</td>
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<tr>
<td>SUB-TOTAL EXPENSE</td>
<td>376,329.33</td>
<td>375,000.00</td>
</tr>
</tbody>
</table>

### NET INCOME

| NET INCOME | 28,975.61 | 40,000.00 |
Consumer’s Certificate of Exemption
Issued Pursuant to Chapter 212, Florida Statutes

<table>
<thead>
<tr>
<th>Certificate Number</th>
<th>Effective Date</th>
<th>Expiration Date</th>
<th>501(C)(3) ORGANIZATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>85-8012667358C-9</td>
<td>04/09/2006</td>
<td>04/30/2011</td>
<td></td>
</tr>
</tbody>
</table>

This certifies that

ICEHOUSE PLAYERS INC
926 N UNSER ST
MOUNT DORA FL 32757-5120

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

Important Information for Exempt Organizations

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (FAC).

2. Your Consumer’s Certificate of Exemption is to be used solely by your organization for your organization’s customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others by your organization of tangible personal property, sleeping accommodations or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, FAC).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third degree felony. Any violation will necessitate the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Central Registration at 850-487-4130. The mailing address is PO BOX 6480, Tallahassee, FL 32314-6480.
**Consumer's Certificate of Exemption**

Issued Pursuant to Chapter 212, Florida Statutes

<table>
<thead>
<tr>
<th>Certificate Number</th>
<th>Effective Date</th>
<th>Expiration Date</th>
<th>Exemption Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>85-B012667358C-9</td>
<td>04/30/2011</td>
<td>04/30/2016</td>
<td>501(C)(3) ORGANIZATION</td>
</tr>
</tbody>
</table>

This certifies that

THE ICEHOUSE PLAYERS INC
MOUNT DORA THEATRE COMPANY
1100 E. MAIN ST
MOUNT DORA, FL 32757-5104

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

---

**Important Information for Exempt Organizations**

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (FAC).

2. Your *Consumer’s Certificate of Exemption* is to be used solely by your organization for your organization’s customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others by your organization of tangible personal property, sleeping accommodations or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, FAC).

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6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Central Registration at 850-487-4130. The mailing address is PO BOX 6480, Tallahassee, FL 32314-6480.
**Mount Dora Parks & Recreation**

900 N Donnelly Street  
Mount Dora, FL 32757  
Phone: (352) 735-7183  
FAX: (352) 735-3681  
Email: parksandrec@cityofmountdora.com

**Company:** Icehouse Theatre  
1100 N. Unser Street  
Mount Dora, FL 32757

**Agent:** Darin Barry  
Email: darinbarry@aol.com

---

**Charges** | **Taxes** | **Discounts** | **Total Charges** | **Total Payments** | **Refunds** | **Balance**
--- | --- | --- | --- | --- | --- | ---
$4,005.00 | $0 | $0 | $4,005.00 | $0 | $0 | $4,005.00

**RESERVATIONS**

<table>
<thead>
<tr>
<th>Event Type: Concerts/Shows</th>
<th>Resource</th>
<th>Center</th>
<th>Notes</th>
</tr>
</thead>
</table>
| Theatrical Production | CB - Lower Level - Green Room | Community Building  
520 North Baker Street  
Mount Dora, FL 32757  
(352) 735-7183 | -- |

<table>
<thead>
<tr>
<th>Days Requested</th>
<th>Event Begins</th>
<th>Duration</th>
<th>Event Ends</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tuesday, Jul 12, 2011</td>
<td>9:00 AM</td>
<td>14 hours</td>
<td>Jul 12, 2011 at 11:00 PM</td>
</tr>
<tr>
<td>Wednesday, Jul 13, 2011</td>
<td>9:00 AM</td>
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</tr>
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<td>Sunday, Jul 17, 2011</td>
<td>9:00 AM</td>
<td>14 hours</td>
<td>Jul 17, 2011 at 11:00 PM</td>
</tr>
</tbody>
</table>

**Question** | **Answer**
--- | ---
Do you intend to sell any food, goods, or services at the event? (If yes, please explain) | Yes
City equipment needed? (Please specify) | Yes, Sound  
Equipment upstairs
Will you be renting equipment? (If yes, please describe) | No
Do you have any special requirements? (security, media, animals, rides, etc.) | No
Will you need city staff assistance? (Please specify) | Yes, Sound  
Equipment upstairs
Will you be serving food? | Yes
Will you be serving alcohol? ($1,000,000 Liability Insurance Policy and approval from the City Manager's Office is required)  Yes
Will you be playing music?  Yes

Summary

Total Number of Dates: 6
Total Time: 84 hours

--- RESERVATIONS ---

<table>
<thead>
<tr>
<th>Event</th>
<th>Resource</th>
<th>Center</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Theatrical Production</td>
<td>CB - Upper Level</td>
<td>Community Building</td>
<td>This is a site for Concerts and performances.</td>
</tr>
<tr>
<td>Type: Concerts/Shows</td>
<td>Auditorium</td>
<td>520 North Baker Street</td>
<td>It includes a 700+ seat auditorium with a stage and dressing rooms.</td>
</tr>
<tr>
<td>Attend/Qty: 0</td>
<td></td>
<td>Mount Dora, FL 32757</td>
<td>(352) 735-7183</td>
</tr>
</tbody>
</table>

Days Requested

<table>
<thead>
<tr>
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<th>Event Ends</th>
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<td>9:00 AM</td>
<td>14 hours</td>
<td>Jul 17, 2011 at 11:00 PM</td>
</tr>
</tbody>
</table>

Will you be serving food?  No
Will you be serving alcohol? ($1,000,000 Liability Insurance Policy and approval from the City Manager's Office is required)  Yes
Will you be playing music?  Yes
Do you intend to sell any food, goods, or services at the event? (If yes, please explain)  n/a
City equipment needed? (Please specify)  n/a
Will you be renting equipment? (If yes, please describe)  n/a
Do you have any special requirements? (security, media, animals, rides, etc.)  n/a
Will you need city staff assistance? (Please specify)  n/a

Summary

Total Number of Dates: 6
Total Time: 84 hours

--- RESERVATIONS ---

<table>
<thead>
<tr>
<th>Event</th>
<th>Resource</th>
<th>Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Theatrical Production</td>
<td>CB - Upper Level</td>
<td>Community Building</td>
</tr>
<tr>
<td>Type: Concerts/Shows</td>
<td>Auditorium</td>
<td>520 North Baker Street</td>
</tr>
<tr>
<td>Attend/Qty: 0</td>
<td></td>
<td>Mount Dora, FL 32757</td>
</tr>
</tbody>
</table>

Days Requested

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Answer

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Will you be serving food?</td>
<td>Yes</td>
</tr>
<tr>
<td>Will you be serving alcohol? ($1,000,000 Liability Insurance Policy and approval from the City Manager's Office is required)</td>
<td>No</td>
</tr>
<tr>
<td>Will you be playing music?</td>
<td>Yes</td>
</tr>
<tr>
<td>Do you intend to sell any food, goods, or services at the event? (If yes, please explain)</td>
<td>n/a</td>
</tr>
<tr>
<td>City equipment needed? (Please specify)</td>
<td>n/a</td>
</tr>
<tr>
<td>Will you be renting equipment? (If yes, please describe)</td>
<td>n/a</td>
</tr>
<tr>
<td>Do you have any special requirements? (security, media, animals, rides, etc.)</td>
<td>n/a</td>
</tr>
<tr>
<td>Will you need city staff assistance? (Please specify)</td>
<td>n/a</td>
</tr>
<tr>
<td>Day</td>
<td>Date</td>
</tr>
<tr>
<td>------------</td>
<td>------------</td>
</tr>
<tr>
<td>Tuesday</td>
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</tr>
<tr>
<td>Wednesday</td>
<td>Jul 13, 2011</td>
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<td>Jul 17, 2011</td>
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</tbody>
</table>

Will you be serving food? Yes
Will you be serving alcohol? ($1,000,000 Liability Insurance Policy and approval from the City Manager’s Office is required) No
Will you be playing music? Yes
Do you intend to sell any food, goods, or services at the event? (If yes, please explain) n/a
City equipment needed? (Please specify) n/a
Will you be renting equipment? (If yes, please describe) n/a
Do you have any special requirements? (security, media, animals, rides, etc.) n/a
Will you need city staff assistance? (Please specify) n/a

Total Number of Dates: 6
Total Time: 84 hours

RESERVATIONS

<table>
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<tr>
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<th>Resource</th>
<th>Center</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Theatrical Production</td>
<td>CB - Upper Level - Lobby</td>
<td>Community Building</td>
<td>520 North Baker Street</td>
</tr>
<tr>
<td>Type: Concerts/Shows</td>
<td></td>
<td>Mount Dora, FL 32757</td>
<td>(352) 735-7183</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Day</th>
<th>Date</th>
<th>Event Begins</th>
<th>Duration</th>
<th>Event Ends</th>
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Will you be serving food? Yes
Will you be serving alcohol? ($1,000,000 Liability Insurance Policy and approval from the City Manager’s Office is required) No
Will you be playing music? Yes
Do you intend to sell any food, goods, or services at the event? (If yes, please explain) n/a
City equipment needed? (Please specify) n/a
Will you be renting equipment? (If yes, please describe) n/a
Do you have any special requirements? (security, media, animals, rides, etc.) n/a
Will you need city staff assistance? (Please specify)  

<table>
<thead>
<tr>
<th>Description</th>
<th>Event / Resource</th>
<th>Unit Fee</th>
<th>Units</th>
<th>Tax</th>
<th>Charge</th>
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</thead>
<tbody>
<tr>
<td>Processing Fee</td>
<td>Theatrical Production #9001864</td>
<td>$5.00</td>
<td>1.00</td>
<td>$0</td>
<td>$5.00</td>
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<tr>
<td></td>
<td>CB - Upper Level - Auditorium</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Deposit</td>
<td>Theatrical Production #9001864</td>
<td>$100.00</td>
<td>1.00</td>
<td>$0</td>
<td>$100.00</td>
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<tr>
<td></td>
<td>CB - Upper Level - Auditorium</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Rental Fee</td>
<td>Theatrical Production #9001864</td>
<td>$975.00</td>
<td>1.00</td>
<td>$0</td>
<td>$975.00</td>
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<td></td>
<td>CB - Upper Level - Auditorium</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Rental Fee</td>
<td>Theatrical Production #9001864</td>
<td>$975.00</td>
<td>1.00</td>
<td>$0</td>
<td>$975.00</td>
</tr>
<tr>
<td></td>
<td>CB - Lower Level - Green Room</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Rental Fee</td>
<td>Theatrical Production #9001864</td>
<td>$975.00</td>
<td>1.00</td>
<td>$0</td>
<td>$975.00</td>
</tr>
<tr>
<td></td>
<td>CB - Upper Level - Lobby</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Rental Fee</td>
<td>Theatrical Production #9001864</td>
<td>$975.00</td>
<td>1.00</td>
<td>$0</td>
<td>$975.00</td>
</tr>
<tr>
<td></td>
<td>CB - Upper Level - Concession</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**DISCLAIMERS**

Refer to the City of Mount Dora Facility Booking and Refund Policy, the Facility Use Regulations, and the Facility Maintenance Regulations.
Carol, could you make the changes in the dates for this rental and recalculate the cost for their rental based on the removal of this date, thanks.

Darlin Barry, managing artistic director
The IceHouse Theatre
Mount Dora
Mount Dora Community Building  
520 North Baker Street, Mount Dora, FL 32757  

COMMUNITY BUILDING HOUSE RULES  

These House Rules are made a part of the Contract for Use. They are in place to allow the safe usage of the historic Community Building by all groups. The City of Mount Dora has the final decision on all aspects of all events to ensure every event is completed as safely as possible.  

Please read the House Rules, initial at the bottom of each page and return with your contract. It is your responsibility as the renter to ensure that all parents, staff members, crew and performers with your event are aware of the House Rules.  

This is an extensive list but necessary as there are many groups that are not accustomed to the rules of a historic building. Please take the time to make sure you understand the house rules for the Community Building. Thank you for your cooperation.  

Building Policies  

• There is absolutely no smoking allowed in the building at any time. Renter agrees to abide by “the Florida Clean Indoor Air Act,” Chapter 561, Florida Statutes banning smoking in any indoor workspace and to pay any and all imposed fines if violated.  

• There is absolutely no alcohol allowed in the building at any time unless specified in the Contract. Additional insurance, liquor license and other fees may apply.  

• There is no flame of any kind allowed in the building at any time. The exceptions being (1) pyrotechnics, in which case, please refer to the information under the pyrotechnics section and (2) enclosed candleholders that can be used in the lobby area with advance approval and specified in the Contract.  

• The Renter or any of its agents, may be required to leave the premises if any of the following safety regulations are violated: Tampering with life safety equipment (including, but not limited to, fire extinguishers, alarms, hoses, smoke detectors); unauthorized entry to restricted portions of the building (including, but not limited to equipment and, roofs, storage areas or offices); engaging in any act which may endanger the safety of others or cause property damage (including, but not limited to, dangerous pranks and throwing items).  

• The following is a short list of prohibited items, which should, in no way be interpreted as a comprehensive list: animals (except Seeing Eye dogs or unless other provisions are made in the Contract for Use), weapons of any kind; illegal drugs. The City of Mount Dora reserves the right to add or modify this list at any time.  

• The costs of removing all property of the renter are the responsibility of the renter. All items remaining in the Community Building after load-out become the property of the Community Building. A hauling fee shall be assessed should the City of Mount Dora be required to clear these items from the building.

Renter City of Mount Dora
Rehearsals

• Access to the building will be at the time stated in the contract; the building will not be open until then. Please ensure that everyone in your group is aware of what time the building will be open.

• There is no food or drink (with the exception of bottled water) allowed in the auditorium during rehearsals.

• Groups involving children must provide enough parent supervision to supervise all children at all times. Children may not wait outside the theatre for parents to pick them up after rehearsals. All parents must come inside to pick up their children from rehearsals.

• All performers are required to keep track of their personal belongings and keep their spaces clean and orderly. The City of Mount Dora is not responsible for any items brought into the theatre by performers or family members.

Performance Day

• Access to the building will be at the time stated in the contract; the building will not be open until then.

• No children under the age of 18 will be allowed in the theatre until a staff person is present.

• Food and drink can only be consumed in the dressing rooms. No food or drink will be allowed on stage or in the auditorium by performers, crew or staff.

• Front doors and the Box Office will open one hour before performance time and the house will open half an hour before performance time unless agreed upon differently in the contract. Each performing group handles their own Box Office unless specified differently in the Contract.

Lobby

• Tables will be provided as agreed upon in the contract.

• The lobby will be available for group use on the day of the performance. Nothing may be set-up prior to this time unless otherwise indicated in the Contract.

• No tape or pushpins may be used on any building surface in the lobby.

• All signs must be approved by the City of Mount Dora.

[Signature]
Renter ______ City of Mount Dora
Concession Sales

- A concession stand area is available for rental by groups using the facility. Groups are responsible for set up, operations and clean up. No products can be left in the facility after the event. **At no time will food or drinks be allowed to enter into the Auditorium area.**

Auditorium

- No standing or jumping over the seats is permitted.
- No running up and down the aisles is permitted.
- No jumping off the stage is permitted.
- All children during rehearsals and performances are only to be in the seats closest to the stage or in the dressing rooms. It is the responsibility of each group to provide adequate supervision.
- All extension cords used for any reason must be approved by the City of Mount Dora and must be taped down for safety.
- No video equipment is allowed to be set up in the aisles at any time.
- Reserving seats is at the discretion of each performing group. Only cording will be allowed to rope off sections of reserved seats. Tape is not permitted to be used on seats at anytime.
- Nothing may be stored or kept in the Emergency Exits behind the curtained areas to the right and left of the stage at any time.
- Any person, adult or child, parent or staff member found in any part of the theatre not authorized will be removed from the theatre immediately and will not be allowed to perform.
- The aisle lights and sconces in the auditorium must be kept on for all performances, no exceptions.

Dressing Room

- All fire exits must remain clear at all times and Renter needs to ensure safe operation of all electrical equipment especially any sewing or ironing areas.
- All food items must be thrown away by the end of each day. At strike, all food garbage must be brought up to the dumpster by the stage door.
- The City of Mount Dora will stock toilet paper, hand towels, and hand soap at the end of each day.
- Renter is required to remove all personal belongings by the end of the rental day.
- Fines will be charged for any damage or graffiti found in the dressing rooms, including, but not limited to writing or markings found on the walls.

Renter City of Mount Dora
Parking

- The City of Mount Dora has a parking agreement with a nearby church, which allows for the use of the parking lot. Check with staff for directions to parking lot from Community Building.

- Street parking is available in the areas around the Community Building. There are no parking area's set aside just for the community building so plan accordingly.

Stage

- The City of Mount Dora must approve of all staff personnel for each performing group before working on the stage of the Community Building. All staff members must demonstrate adequate knowledge of their area of operations.

- The City of Mount Dora or a representative will supervise load in and strike.

- No one is allowed to operate the fly rail until approved by the City of Mount Dora.

- The City of Mount Dora has the final say on all installations, hanging of drops/sets, hanging and focus of all light instruments, operation of the lights, sound and rigging, movement and storage of all set pieces.

- No one under the age of 16 is allowed on stage during load in, strike, or hang and focus of the stage lights.

- No items may be nailed or screwed into the Stage. Only gaff tape, dance floor tape, or spike tape may be used on the floor. NO duct tape or any other adhesive not listed above is allowed on the stage floor.

- All sets must be free standing. No item may be dragged across the stage. All items must be on wheels or picked up and moved. No major construction or painting of set pieces is allowed on the stage. All set pieces must be constructed and painted off site and only reassembled on the stage.

- All soft goods must be returned to their original location at the end of strike; a line set schedule will be provided by the City of Mount Dora. All lights must be returned to the house plot at the end of strike; house light plot provided by City of Mount Dora. The projection screen may not be moved.

- You must report any malfunctioning equipment to the City of Mount Dora staff immediately.

- The renter agrees to return the Community Building, its soft goods and equipment in the same condition as accepted. All soft goods, lighting instruments and sound equipment must be returned to their primary positions.

- If any physical damage occurs during the rental period to the building and/or equipment, then the Renter shall assume financial responsibility for repairs and/or replacement.

\[\begin{array}{c}
\text{Renter} \\
\text{City of Mount Dora}
\end{array}\]
Emergency Procedures

- In the event of a fire alarm, everyone in the building will be required to evacuate and will not be allowed back into the building until the City of Mount Dora or representative gives the all clear.

Special Effects and Pyrotechnics

- All special effects, pyrotechnics, fog or haze machines must be approved by the City of Mount Dora.
- All personnel operating the special effects must demonstrate safe operation of each and every device/effect.
- Each special effect must be commercially manufactured. Any and all special effects equipment should be locked in a safe storage device when not in use.
- If pyrotechnics are being used there has to be one adequate fire extinguisher by the operator for each and every device.
- You are required to have at least one run through in show conditions with your cast and crew to rehearse each scene where a special effects device is used.
- If any pyrotechnics will be used within 5 ft. of set, curtains, costume or any other object than you must provide a certificate for that object proving that it has been fire proofed.

Public Notices

- If you use strobes or any atmospheric effect in your event, you must print a paragraph in your programs warning of the use of these effects, post a sign at the box office and you should also make an announcement prior to the beginning of your show.
- It is the discretion of each group as to whether videotaping and photography will be allowed. Please indicate so in your programs and make the appropriate announcements prior to the beginning of your show.

Insurance

- All Renters prior to entering the facility must provide a copy of General Liability Insurance and have a certificate issued naming “The City of Mount Dora as additionally insured.

[Signature]

Renter

City of Mount Dora
DATE: April 19, 2011

TO: Mayor and City Council

FROM: Jim Williams, Finance Director

VIA: Mike Quinn, City Manager

RE: Contract Amendment for Metro PCS Tower Lease

**Recommendation:** Accept contract terms for 10 years certain revenue stream with four additional 5 year Renewal Terms.

**Background:** This is an agreement for a lease to add cell phone antennae onto the water tower on Tremain Street. The lease is for an initial term of ten (10) years with a guaranteed ten years revenue stream. The lease payment for the first five years is $1800.00 per month and then increases 15% at the start of each new five year period. After the 10 year Initial Term, there are four (4) additional five year Renewal Terms. The lease can be terminated by either party after the Initial Term with a written notice of at least 30 days prior to the end of the Initial Term or any Renewal Term. In addition, the lease can be terminated by Metro PCS after the expiration of the initial ten year term if Metro PCS determines that the Premises are not appropriate for its operations for environmental or technological reasons, including, without limitation, signal strength or interference, provided Lessee pays to the City a termination fee equal to six (6) months of the then current Rent. Also, the City can terminate the lease after the expiration of the initial ten year term and upon three hundred sixty five (365) days written notice, if the City needs to use the Premises for a public purpose.

**Attachments:** Lease agreement with Metro PCS.
COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease Agreement") dated as of ______________, is made by and between MetroPCS Networks Florida, LLC, a Delaware limited liability company (f/k/a Royal Street Communications Florida, LLC), ("Lessee") and the City of Mount Dora, a municipality ("Lessor").

R E C I T A L S

This Lease Agreement is entered into based upon the following facts, circumstances and understandings:

A. Lessor owns certain real property legally described in Exhibit “A” attached hereto and commonly known as 1207 N. Tremain Street, Mount Dora, FL 32757; Assessor’s Parcel Number 29-19-27-0010-0010-0002 (“Lessor’s Real Property”). Lessee desires to lease a portion of Lessor’s Real Property with any necessary easements over other portions of Lessor’s Real Property and/or shared use of Lessor’s easements over other real property necessary for Lessee’s access and utilities to the leased area (altogether the “Premises”), as described on Exhibit “B” attached hereto. Lessor represents and warrants that it has the right to grant the rights set forth herein and that it has full rights of ingress to and egress from the Premises from a public roadway.

B. Lessee desires to construct and operate a wireless communications site onto the Premises.

C. Based on the Premises set forth herein and on the terms and conditions set forth below, Lessor is willing to lease part of the Premises to Lessee for Lessee’s proposed use subject to the terms and conditions of this Lease Agreement.

D. The Lessee’s use of the Premises is incidental and an accessory to the Lessor’s obligation to serve the public’s interest. This Agreement is being agreed upon by the Lessor in an effort to continue to provide communication services to the residents of Mount Dora. The purpose of this Agreement is not to provide an unfair advantage to the Lessee in its business enterprise over competing companies.

WHEREFORE, in consideration of the Premises set forth above and the terms and conditions set forth herein, the parties, intending to be legally bound, hereto agree as follows:

1. Grant of Lease. Lessee hereby leases to Lessee part of the Premises for Leesee’s proposed use, subject to the following terms and conditions for the Term. The Premises are currently being used for water tank and telecommunications facility.

2. Permitted Uses. The Premises may be used by Lessee for the operation of a wireless communications site. Under this Lease Agreement, Lessee may install, place, use and operate on the Premises such antennas, radio transmitting and receiving equipment, conduits, wires, batteries, back-up generators, utility lines and facilities, supporting structures, storage facilities, telephone facilities, microwave equipment, and related equipment (collectively "Lessee’s Facilities") as Lessee deems necessary for the operation of its wireless communications site at the Premises. Further, Lessee may perform construction, maintenance, repairs, additions to, and replacement of Lessee’s Facilities as necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare,
modify and maintain the Premises to accommodate Lessee’s Facilities and as required for Lessee’s communications operations at the Premises.

3. **Conditions Precedent: Prior Approvals.** This Lease Agreement is conditioned upon Lessee obtaining all governmental licenses, permits and approvals enabling Lessee to construct and operate wireless communications facilities on the Premises without conditions which are not standard or typical for premises where wireless communications facilities are located. Lessor agrees to cooperate with Lessee’s reasonable requests for Lessor’s signatures as real property owner on permit applications, for allowing site inspections by governmental agencies required in connection with reviewing permit applications, and for assistance in obtaining such necessary approvals, provided that such cooperation and assistance shall be at no expense to Lessor.

4. **Term.** The term of this Lease Agreement (“Term”) shall be ten (10) years commencing upon full execution of this Agreement (“Commencement Date”). Lessee shall promptly deliver written notice to Lessor of the Commencement Date. Lessee shall have the right to extend the Term of this Lease Agreement for four (4) additional terms (each a “Renewal Term”) of five (5) years each. The terms and conditions for each Renewal Term shall be the same terms and conditions as in this Lease Agreement, except that the Rent shall be increased as set forth hereinbelow. This Lease Agreement shall automatically be extended for each successive five (5) year Renewal Term unless Lessee notifies Lessor in writing of Lessee’s intention not to extend this Lease Agreement at least thirty (30) days prior to the expiration of the first Term or any Renewal Term.

5. **Rent.** Within thirty (30) days Commencement Date of the Lease, Lessee shall pay Lessor, as rent, the sum of one thousand eight hundred dollars ($1,800) (“Rent”) per month, provided however, that Rent shall accrue as of the Commencement Date. Rent shall be payable on the first day of each month, in advance, to Lessor or Lessor’s alternate payee specified in Section 22, Notices and Deliveries. If the Commencement Date of this Lease Agreement is other than the first day of a calendar month, Lessee may pay on the first day of the Term the prorated Rent for the remainder of the calendar month in which the Term commences, and thereafter Lessee shall pay a full month’s Rent on the first day of each calendar month, except that payment shall be prorated for the final fractional month of this Lease Agreement, or if this Lease Agreement is terminated before the expiration of any month for which Rent should have been paid. Rent shall be adjusted as of the fifth (5th) anniversary of the Commencement Date of the Term and of any five (5) year Renewal Term by an increase of fifteen percent (15%) of the Rent paid during the previous Term or five (5) year Renewal Term.

6. **Due Diligence Contingency and Pre-Commencement Date Access to Premises.** Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease Agreement and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections, taking measurements and conducting engineering surveys (and soil tests where applicable) and other reasonably necessary tests to determine the suitability of the Premises for Lessee’s Facilities (“Due Diligence”), and for the purpose of preparing the Premises for the installation or construction of Lessee’s Facilities. During any Due Diligence activities or pre-construction work, Lessee shall have insurance which covers such activities as set forth in Section16, Insurance. Lessee will notify Lessor of any proposed tests, measurements or pre-construction work and will coordinate the scheduling of such activities with Lessor. If in the course of its Due Diligence Lessee determines that the Premises are unsuitable for Lessee’s contemplated use, then Lessee shall have the right to terminate this Lease Agreement prior to the Commencement Date by delivery of written notice thereof to Lessor as set forth in Section 13, Termination.
7. **Ongoing Access to Premises.** Throughout the Term and any Renewal Term of this Lease Agreement, Lessee shall have the right of access without escort to the Premises for its employees and agents twenty-four (24) hours a day, seven (7) days per week, at no additional charge to Lessee. In exercising its right of access to the Premises herein, Lessee agrees to cooperate with any reasonable security procedures utilized by Lessor at Lessor’s Real Property and further agrees not to unduly disturb or interfere with the business or other activities of Lessor or of other tenants or occupants of Lessor’s Real Property. Lessor shall maintain all existing access roadways or driveways extending from the nearest public roadway to the Premises in a manner sufficient to allow for Lessee’s access to the Premises. Lessor shall be responsible for maintaining and repairing such roadways and driveways at Lessor’s sole expense, except for any damage caused by Lessee’s use of such roadways or driveways. If Lessee causes any such damage, Lessee shall promptly repair the same at its sole expense. Except those constructed by Lessee, Lessor shall be responsible for the maintenance and compliance with laws of all towers and structures located on the Premises, including compliance with Part 17 of the Federal Communications Commissions’ Rules. Lessee shall be responsible for the maintenance and compliance with laws relating to Lessee’s Facilities.

8. **Lessee’s Work, Maintenance and Repairs.** All of Lessee’s construction and installation work at the Premises shall be performed at Lessee’s sole cost and expense and in a good and workmanlike manner. Lessee shall submit copies of the site plan and specifications to the Lessor for prior approval, which approval will not be unreasonably withheld, conditioned or delayed. Lessor shall give such approval or provide Lessee with its requests for changes within fifteen days (15) business days of Lessor’s receipt of Lessee’s plans. If Lessor does not provide such approval or request for changes within such fifteen (15) business day period, Lessor shall be deemed to have approved the plans. Lessor shall not be entitled to receive any additional consideration in exchange for giving its approval of Lessee’s plans. Lessee shall maintain Lessee’s Facilities and the Premises in neat and safe condition in compliance with all applicable codes and governmental regulations. Lessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Lessee, its employees, agents, contractors or subcontractors. Upon the expiration, cancellation or termination of this Lease Agreement, Lessee shall surrender the Premises in good condition, less ordinary wear and tear; however, Lessee shall remove any foundation supports for Lessee’s Facilities or conduits which have been installed by Lessee.

9. **Title to Lessee’s Facilities.** Title to Lessee’s Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee. All of Lessee’s Facilities shall remain the property of Lessee and are not fixtures. Lessee has the right to remove all Lessee’s Facilities at its sole expense on or before the expiration or termination of this Lease Agreement. Lessor acknowledges that Lessee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Lessee’s Facilities (the “Collateral”) with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Lessor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Lessee’s Facilities; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, whether arising at law or otherwise, including, but not limited to any statutory landlord’s lien; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. **Utilities.** Lessee shall have the right to install utilities, at Lessee’s expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power). Subject to Lessor’s approval of the location, which approval shall not be unreasonably withheld, conditioned, or delayed, Lessee shall have the right to place utilities on (or to
bring utilities across) Lessor’s Real Property in order to service the Premises and Lessee’s Facilities. Upon Lessee’s request, Lessor shall execute recordable easement(s) evidencing this right. Lessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee’s Facilities.

11. **Interference with Communications.** Lessee’s Facilities and operations shall not interfere with the communications configurations, frequencies or operating equipment which exist on Lessor’s Real Property on the effective date of this Lease Agreement (“Pre-existing Communications”), and Lessee’s Facilities and operations shall comply with all non-interference rules of the Federal Communications Commission (“FCC”). Upon written notice from Lessor of apparent interference by Lessee with Pre-existing Communications, Lessee shall have the responsibility to promptly and immediately terminate such interference or demonstrate to Lessor with competent information that the apparent interference in fact is not caused by Lessee’s Facilities or operations. Lessor shall not, nor shall Lessor permit any other tenant or occupant of any portion of Lessor’s Real Property to, engage in any activities or operations which interfere with the communications operations of Lessee described in Section 2, above. Such interference with Lessee’s communications operations shall be deemed a material breach by Lessor, and Lessor shall have the responsibility to promptly terminate said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury to Lessee, and therefore Lessee shall have the right to terminate this Lease Agreement immediately upon notice to Lessor. Lessor agrees to incorporate equivalent provisions regarding non-interference with Pre-existing Communications into any subsequent leases, licenses or rental agreements with other persons or entities for any portions of Lessor’s Real Property.

12. **Taxes.** Lessee shall pay personal property taxes assessed against Lessee’s Facilities in correlation to the area of the Premises the Lessee occupies. It is the intention of Lessor that Lessor’s Real Property maintain its tax exempt status throughout the duration of this Lease. Should an appropriate authority determine this Lease Agreement or any other reduces or invalidates the tax exemption, Lessee shall pay for taxes attributable to Lessee’s installation on Lessor’s Real Property.

13. **Termination.** This Lease Agreement may be terminated by Lessee effective immediately without further liability by delivery of written notice thereof to Lessor prior to the Commencement Date for any reason resulting from Lessee’s Due Diligence, or if a title report obtained by Lessee for Lessor’s Real Property shows any defects of title or any liens or encumbrances which may adversely affect Lessee’s use of the Premises for Lessee’s intended use, or for any other or no reason. This Lease may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by Lessor, after the expiration of the initial ten year term and upon three hundred sixty five (365) days written notice, if Lessor needs to use the Premises for public purpose; (ii) by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default; (iii) by Lessee if it does not obtain licenses, permits or other approvals necessary to the construction or operation of Lessee’s Facilities (“Permits”), is unable to obtain such Permits without conditions which are not standard or typical for premises where wireless communications facilities are located or is unable to maintain such licenses, permits or approvals despite reasonable efforts to do so; (iv) by Lessee if Lessee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of frequencies; or (v) by Lessee after the expiration of the initial ten year term if Lessee determines that the Premises are not appropriate for its operations for environmental or technological reasons, including, without limitation, signal strength or interference, provided Lessee pays to Lessor a termination fee equal to six (6) months of the then current Rent. Other than as stated herein, neither the Lessor not the Lessee shall not have the right to terminate, revoke or cancel this Lease Agreement.
14. **Destruction of Premises.** If the Premises or Lessor’s Property is destroyed or damaged so as in Lessee’s judgment to hinder its effective use of Lessor’s Property for the ongoing operation of a wireless communications site, Lessee may elect to terminate this Lease Agreement without further liability of Lessee as of the date of the damage or destruction by so notifying Lessor no more than thirty (30) days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not survive the termination of this Lease Agreement shall cease as of the date of the damage or destruction.

15. **Condemnation.** If a condemning authority takes all of Lessor’s Real Property, or a portion which in Lessee’s reasonable opinion is sufficient to render the Premises unsuitable for Lessee’s ongoing operation of a wireless communications site, then this Lease Agreement shall terminate without further liability of Lessee as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation recoverable under applicable condemnation law. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

16. **Insurance.** Lessee shall maintain the following insurance: (1) Commercial General Liability with limits of One Million Dollars ($1,000,000.00) per occurrence, (2) Automobile Liability with a combined single limit of One Million Dollars ($1,000,000.00) per accident, (3) Workers Compensation as required by law, and (4) Employer’s Liability with limits of One Million Dollars ($1,000,000.00) per occurrence. Lessor, at Lessor’s sole cost and expense, shall procure and maintain on the Property, bodily injury and property damage insurance with a combined single limit of at least One Million Dollars ($1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessor, its employees and agents arising out of or in connection with Lessor’s use, occupancy and maintenance of the Property. Lessor shall be named as an additional insured on Lessee’s policy. Lessee shall provide Lessor a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date. Lessor’s agreement herein to provide insurance shall not be construed as a waiver of the Lessor’s sovereign immunity, as adopted in § 2.01, Fla. Stat., and as limited by §768.28(5), Fla. Stat., and the Lessor shall not be responsible for punitive damages or interest for any period before judgment. The terms of this Agreement to provide insurance and pay premiums therefor are subject to annual appropriation in accordance with the full faith and credit clause of the Florida Constitution and § 166.241(3), Fla. Statutes.

17. **Assignments or Transfers.** Lessor may assign or transfer this Lease Agreement to any person or entity without any requirement for prior approval by Lessee, provided that such assignee or transferee agrees in writing to fulfill the duties and obligations of the Lessor in said Lease Agreement, including the obligation to respect Lessee’s rights to nondisturbance and quiet enjoyment of the Premises during the remainder of the Term and any Renewal Term hereof. Lessee may assign or transfer this Lease Agreement without prior approval by Lessor to any of Lessee’s partners, shareholders, members, subsidiaries, or affiliates, to any entity in which Lessee or any of its affiliates holds an ownership interest, or to a person or entity acquiring by purchase, merger or operation of law a majority of the value of the assets of Lessee. Lessee shall not assign or transfer this Lease Agreement to any other person or entity without the prior written approval of Lessor, which approval shall not be unreasonably withheld, conditioned, or delayed. Any assignment or transfer of this Lease Agreement shall provide that any such assignee assumes all of Lessee’s obligations hereunder. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer
without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

18. **Subleases.** Subject to Lessor’s prior written approval and subject to all of the provisions of this Lease, Lessee may license or sublease a portion of the Premises that has been previously granted to the Lessee by the Lessor and the Lessee’s Facilities to others whose business includes the provision of wireless communication services. Lessee's approved licensee(s) and sublessee(s) shall be entitled to modify the Lessee’s Facilities and to erect additional improvements on the Premises including but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Premises by said licensee(s) and sublessee(s). Lessee’s licensee(s) and sublessee(s) shall be entitled to all rights of ingress and egress to the Premises and the right to install utilities on the Premises as if said licensee or sublessee were the Lessee under this Lease Agreement.

19. **Nondisturbance and Quiet Enjoyment; Subordination; Estoppel Certificates.**

   (a) So long as Lessee is not in default under this Lease Agreement, Lessee shall be entitled to quiet enjoyment of the Premises during the term of this Lease Agreement or any Renewal Term, and Lessee shall not be disturbed in its occupancy and use of the Premises except as provided for herein.

   (b) This Lease Agreement shall be subordinate to each and every deed of trust, mortgage or other security instrument which may now or hereafter affect Lessor’s Real Property and to any renewals, extensions, supplements, amendments, modifications or replacements thereof. In confirmation of such subordination, Lessee shall execute and deliver promptly any certificate of subordination that Lessor may reasonably request, provided that such certificate acknowledges that this Lease Agreement remains in full force and effect, recognizes Lessee’s right to nondisturbance and quiet enjoyment of the Premises so long as Lessee is not in default under this Lease Agreement, only contains true and accurate statements and Lessee’s liability shall be capped at the remaining rent under this Lease Agreement. If any mortgagee or lender succeeds to Lessor’s interest in Lessor’s Real Property through a foreclosure proceeding or by a deed in lieu of foreclosure, Lessee shall attorn to and recognize such successor as Lessor under this Lease Agreement.

   (c) At any time upon not less than ten (10) days’ prior written notice by Lessor, Lessee shall execute, acknowledge and deliver to Lessor or any other party specified by Lessor a statement in writing certifying that this Lease Agreement is in full force and effect, if true, and the status of any continuing defaults under this Lease Agreement.

20. **Indemnification.**

   (a) **Lessee’s Indemnity.** Lessee hereby agrees to indemnify and hold Lessor and Lessor’s officers, directors, representatives, employees, agents, contractors or subcontractors harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney’s fees and costs) and injuries (including personal injuries or death) arising from or in connection with Lessee’s use, operation, maintenance or repair of Lessee’s Facilities at the Premises or access over Lessor’s Real Property or Lessee’s shared use of Lessor’s easements for access to the Premises, except
those resulting from the negligence or willful misconduct of Lessor or Lessor’s officers, directors, partners, shareholders, employees, agents, contractors or subcontractors.

(b) Survival of Indemnity Provisions. The indemnity provisions of this section shall survive the expiration, cancellation or expiration of this Lease Agreement.

21. Hazardous Materials. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Lessor’s Real Property in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within Lessor’s Real Property in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within Lessor's Real Property in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys’ fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, “Hazardous Material” shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which Lessor's Real Property is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

22. Notices and Deliveries. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax, or reliable overnight delivery service to the address of the respective parties set forth below:

Lessor: City of Mount Dora
510 Baker Street
Mount Dora, FL 32757
Attn: Mike Quinn
Telephone: (352)735-7126
Facsimile: (352)383-4801
Federal Taxpayer ID Number: ______________________________

Lessee: MetroPCS Networks Florida, LLC
Attn: Leasing & Zoning Manager / Re: ORD288A-Mount Dora
8256 Exchange Dr., Ste. 210
Orlando, FL 32809
Telephone: 407-373-6672
Fax: 407-812-7572

With a copy to: MetroPCS Networks Florida, LLC.
2250 Lakeside Blvd.
Richardson, Texas 75080
Attn: Property Management

Lessor or Lessee may from time to time designate any other address for notices or deliveries by written notice to the other party.
23. **Miscellaneous.**

(a) **Severability.** If any provision of the Lease Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Lease Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, each provision of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law, and the parties shall negotiate in good faith to amend this Lease Agreement to retain the economic effect of the invalid or unenforceable provisions.

(b) **Binding Effect.** Each party represents and warrants that said party has full power and authority, and the person(s) executing this Lease Agreement have full power and authority, to execute and deliver this Lease Agreement, and that this Lease Agreement constitutes a valid and binding obligation of each party, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditor’s rights generally and by general equitable principles (whether enforcement is sought in proceedings in equity or at law). This Lease Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(c) **Waivers.** No provision of this Lease Agreement shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the parties in the implementation or administration of the terms of this Lease Agreement shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Lease Agreement.

(d) **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Florida, with venue in Lake County.

(e) **Attorneys’ Fees and Costs.** The prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorneys’ fees and court costs.

(f) **Survival.** Terms and conditions of this Lease Agreement which by their sense and context survive the termination, cancellation or expiration of this Lease Agreement will so survive.

(g) **Memorandum of Lease.** Lessor acknowledges that a Memorandum of Agreement substantially in the form annexed hereto as Exhibit C will be recorded by Lessee in the Official Records of the County where the Property is located.

(h) **Entire Agreement; Amendments.** This Lease Agreement constitutes the entire agreement and understanding between the parties regarding Lessee’s lease of the Premises and supersedes all prior and contemporaneous offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease Agreement must be in writing and executed by duly authorized representatives of both parties.
(i) **No Presumptions Regarding Preparation of Lease Agreement.** The parties acknowledge and agree that each of the parties has been represented by counsel or has had full opportunity to consult with counsel and that each of the parties has participated in the negotiation and drafting of this Lease Agreement. Accordingly it is the intention and agreement of the parties that the language, terms and conditions of this Lease Agreement are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the parties or their counsel in connection with the preparation of this Lease Agreement.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed by their
duly authorized representatives on the dates set forth below and acknowledge that this Lease
Agreement is effective as of the date first above written.

LESSOR:
City of Mount Dora, a municipality

By: ______________________________
   (Signature)

Print Name: ______________________________

Title: ______________________________

Date: ______________________________

By: ______________________________
   (Signature)

Print Name: ______________________________

Title: ______________________________

Date: ______________________________

LESSEE:
MetroPCS Networks Florida LLC,
a Delaware limited liability company (f/k/a Royal Street
Communications Florida, LLC)

By: ______________________________
   (Signature)

Print Name: ______________________________

Title: ______________________________

Date: ______________________________
EXHIBIT A

DESCRIPTION OF LESSOR'S REAL PROPERTY

to the Lease Agreement dated ________________, 2011, by and between the City of Mount Dora, as Lessor, and MetroPCS Networks Florida, LLC, a Delaware limited liability company (f/k/a/ Royal Street Communications Florida, LLC), as Lessee.

Lessor’s Property of which Premises are a part is described as follows:

THE SOUTH 85.10 FEET OF THE SOUTHEAST QUARTER, BLOCK 1, TOWN OF MOUNT DORA IN SECTION 30, TOWNSHIP 19 SOUTH, RANGE 27 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, ASRecorded IN PLAT BOOK 3, PAGES 37 THROUGH 43, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

And

THE NORTHWEST QUARTER OF BLOCK 1, TOWN OF MOUNT DORA IN SECTION 30, TOWNSHIP 19 SOUTH, RANGE 27 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, ASRecorded IN PLAT BOOK 3, PAGES 37 THROUGH 43, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS THE EAST 43.5 FEET.

Assessors Parcel Number: 29-19-27-010-0010-0002
EXHIBIT B

DESCRIPTION OF PREMISES

to the Lease Agreement dated _______________, 2011, by and between the City of Mount Dora, a municipality, as Lessor, and MetroPCS Networks Florida, LLC, a Delaware limited liability company (f/k/a/ Royal Street Communications Florida, LLC), as Lessee.

The Premises consist of those specific areas described/shown below or attached where Lessee’s communications antennae, equipment and cables occupy Lessor’s Real Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown, are approximate only and may be adjusted or changed by Lessee at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Lessor’s Real Property.
(A final drawing or copy of a property survey or site plan depicting the above shall replace this Exhibit B when initialed by Lessor or Lessor’s designated agent and may be modified from time to time when initialed by both Lessor and Lessee.)
MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Agreement is entered into on this ____ day of ____________________, 200___, by and between the City of Mount Dora, a municipality (hereinafter referred to as "Lessor"), and MetroPCS Networks Florida, LLC, a Delaware limited liability company (f/k/a/ Royal Street Communications Florida, LLC) (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement ["Agreement"] on the ____ day of ____________________, 200___, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The term of the Agreement is for five (5) years commencing on the earlier of the commencement of the installation of the Licensee’s equipment or one hundred twenty (120) days from the execution of this schedule, whichever first occurs ("Commencement Date") with three (4) successive five (5) year options to renew. In no event shall the term of the Agreement exceed twenty-five (25) years.

3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LESSOR:        LESSEE:
City of Mount Dora, a municipality
MetroPCS Networks Florida, LLC, a Delaware limited liability company (f/k/a/ Royal Street Communications Florida, LLC)

By: ________________________________  By: ________________________________
Name: ________________________________  Name: ________________________________
Title: ________________________________  Title: _____
Date: ________________________________  Date: ________________________________

By: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________

STATE OF ________________________________

Site No.: ORD288A
Site Address: 1207 N. Tremain St., Mt. Dora, FL
COUNTY OF ________________________________

On ________________________________, before me, ________________________________, Notary Public, personally appeared ________________________________, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacit(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

______________________________________________ (SEAL)
Notary Public

STATE OF ________________________________

COUNTY OF ________________________________

On ________________________________, before me, ________________________________, Notary Public, personally appeared ________________________________, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacit(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

______________________________________________ (SEAL)
Notary Public
DATE: April 19, 2011

TO: City Council

FROM: Michael Quinn

RE: Bid Award – Library Expansion Project

**Recommendation:** Motion to proceed with the Library Expansion Project and award the construction bid to the lowest responsible and qualified bidder – Marbek Construction Company, Inc in the amount of $1,718,000.

**References/Support:** See Attachments

**Background/Information:** The Library Expansion Project involves an expansion of approximately 6,650 square feet to the facility as well as a remodel of approximately 5,000 square feet of the existing space. The major components involve additional reading & shelving area, meeting rooms, computer lab, energy efficient and “green” improvements, and expanded operational support space. The City Council reviewed the design plans at your April 20, 2010 meeting and authorized proceeding to construction drawings and bid. We are now at the bid award stage for the project.

The attached memo from our Purchasing Manager, John Bruce, details the bids received and the staff recommendation to award to Marbek Construction Company, Inc. In order to review the current projection of financing available for the project to support your decision to actually award the bid and commit to construction, I offer the following summary:

**Projected Revenue:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Library Impact Fees</td>
<td>$1,433,600</td>
</tr>
<tr>
<td>County &amp; State Grants</td>
<td>$296,400</td>
</tr>
<tr>
<td>Interfund Loan</td>
<td>$600,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$2,330,000</strong></td>
</tr>
</tbody>
</table>

*Projected; have $1,366,000 in fund*

**Projected Expense:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Fees</td>
<td>$143,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>$167,500</td>
</tr>
<tr>
<td>Operating Equipment</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

*Architect, Engineer*

*Computers*
<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>1,718,000</td>
<td>(Marbek contract)</td>
</tr>
<tr>
<td>Contingency</td>
<td>200,000</td>
<td>(Includes Constr. Mgmt)</td>
</tr>
<tr>
<td>LED Street Lights</td>
<td>25,000</td>
<td>(Reimbursed thru EECBG program)</td>
</tr>
<tr>
<td>Financing Reserve</td>
<td>26,500</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$2,330,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

This project has received a favorable construction bid and with the projected resources being less than originally budgeted in the CIP by about $300,000 we feel comfortable in recommending award of the contract. While we feel the projected loan and other financing is sufficient, we reserve the possibility that due to cash flow because of the reimbursable nature of the grants that we may require a future consideration for a temporary bridge loan in the project to cover the grant time. We have not asked for this at this time and will wait to evaluate the future need if it arises.

**Attachments:**

1. Summary of Project Site Review (3/16/10)
W.T. BLAND LIBRARY
CITY OF MOUNT DORA, FLORIDA
FINAL PROJECT REVIEW 3-16-2010
DATE: April 11, 2011

TO: Evaluation Team, W.T. Bland Public Library Addition & Renovations

FROM: John A. Bruce, CPPB – Purchasing & Property Manager

SUBJECT: Bid Solicitation Evaluation & Recommendation
ITB# 11-02-001
W.T. Bland Public Library Addition & Renovations

The Purchasing Division evaluated the bid(s) received for the above solicitation to determine if they are in conformance with the technical specifications. After checking references and other documents requested of the bidders in the solicitation document, and speaking with the bidder to determine if they understand the scope of services, Marbek Construction, Co. is the lowest responsible and qualified bidder. A pre-construction meeting shall be scheduled once award is formally made.

SUMMARY EXPLANATION & BACKGROUND:

The bid called for offers to secure the services of a qualified Florida licensed Certified General Contractor to provide all labor, equipment, tools, services, materials, supplies, and incidental for the Addition and Renovations of the W.T. Bland Public Library. The work includes all associated construction for the addition through the renovation necessary to complete the facilities per the specifications and drawings provided by Long & Associates of Tampa, Florida.

Vendors that classified themselves as providing the services described above received an announcement of this solicitation. In response to this announcement and advertisement on the web, thirty-seven vendors obtained the solicitation packages. The City received twelve sealed bids. Purchasing Manager John A. Bruce opened and publicly read aloud the bids on March 22, 2011. He recorded the bid amounts and other pertinent information on the Bid Tabulation (copy attached).

After a review of the bids, I have determined that Marbek Construction Company, Inc. qualifies as the lowest responsible bidder. Thus, I recommend an award to Marbek Construction Company, Inc. in the bid amount of $1,718,000.

References indicated that all work has been completed on time with minimal change orders. Direct purchasing methods have been utilized previously with this Contractor with no problems for the Owners. All dates for Substantial and Final Completion were met by all parties referenced by the Contractor. Marbek’s current General Contractor License is in full force and active. No complaints have ever been lodged against this Contractor for shoddy work per the Better Business Bureau.

BID TABULATION & MISC BID INFORMATION:

The table below summarizes that actual Bid Opening that took place on March 22, 2011.
<table>
<thead>
<tr>
<th>BIDDER'S NAME &amp; LOCATION</th>
<th>BASE BID AMOUNT</th>
<th>MISC BID INFORMATION</th>
</tr>
</thead>
</table>
| Marbek Construction Company  
Clermont, Florida  
Lake County, Florida | $1,718,000.00 | Addendum 1-3: Yes  
Original & Copy of Bid: Yes  
5% Bid Bond: Yes  
Sub-Contractor List: Yes  
Contractor License: Yes |
| APM Construction  
Port Orange, Florida  
Volusia County, Florida | $1,738,300.00 | Addendum 1-3: Yes  
Original & Copy of Bid: Yes  
5% Bid Bond: Yes  
Sub-Contractor List: Yes  
Contractor License: Yes |
| ABBA Construction  
Jacksonville, Florida  
Duval County | $1,778,000.00 | Addendum 1-3: Yes  
Original & Copy of Bid: Yes  
5% Bid Bond: Yes  
Sub-Contractor List: Yes  
Contractor License: Yes |
| Pillar Construction, LLC  
Minneola, Florida  
Lake County | $1,788,000.00 | Addendum 1-3: Yes  
Original & Copy of Bid: Yes  
5% Bid Bond: Yes  
Sub-Contractor List: Yes  
Contractor License: Yes |
| A.G. Pifer Construction Co.  
Daytona Beach, Florida  
Volusia County | $1,880,000.00 | Addendum 1-3: Yes  
Original & Copy of Bid: Yes  
5% Bid Bond: Yes  
Sub-Contractor List: Yes  
Contractor License: Yes |
<table>
<thead>
<tr>
<th>Contractor</th>
<th>Location</th>
<th>Bid Amount</th>
<th>Addendum 1-3:</th>
<th>Original &amp; Copy of Bid:</th>
<th>5% Bid Bond:</th>
<th>Sub-Contractor List:</th>
<th>Contractor License:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark Cook Builders</td>
<td>Leesburg, Florida</td>
<td>$1,925,048.00</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Construction Management Assoc.</td>
<td>Rockledge, Florida</td>
<td>$1,930,928.00</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Anglin Construction</td>
<td>Gainesville, Florida</td>
<td>$1,991,900.00</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>DeAngelis Diamond Construction</td>
<td>Naples, Florida</td>
<td>$2,039,000.00</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>D.J. Haycook Construction</td>
<td>New Smyrna Beach, Florida</td>
<td>$2,148,900.00</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>
Gomez Construction  
Winter Park, Florida  
Orange County, Florida  

$ 2,150,000.00  
Addendum 1-3: Yes  
Original & Copy of Bid: Yes  
5% Bid Bond: Yes  
Sub-Contractor List: Yes  
Contractor License: Yes  

Evergreen Construction Management  
Leesburg, Florida  
Lake County, Florida  

$ 2,227,000.00  
Addendum 1-3: Yes  
Original & Copy of Bid: Yes  
5% Bid Bond: Yes  
Sub-Contractor List: Yes  
Contractor License: Yes  

PRESENT FOR THE OPENING THAT TOOK PLACE AT THE W.T. BLAND PUBLIC LIBRARY:  
Ms. Stephanie Haines, City of Mount Dora  
Mr. John A. Bruce, City of Mount Dora  
Mr. Stephen Moss, City of Mount Dora  
Mr. Joe Hutson, On Behalf of the City of Mount Dora  
All 12 Contractors listed above were also in attendance  

SUMMARY FOR THIS INVITATION TO BID NUMBER 11-02-001:  
Based on the data collected by the Purchasing Division, it is my recommendation to award this Bid to Marbek Construction Company of Clermont, Florida in the amount of $ 1,718,000.00.  
The Purchasing Division will await word from the Department and City Council before any award is made.  
A formal Notice of Intent to Award will be posted once this Bid is scheduled for City Council approval.  

Regards,  
[Signature]  
John A. Bruce, CPPB  
Purchasing & Property Manager
Having been duly advertised as required by law, Mayor Melissa DeMarco called the March 21, 2011 City Council Capital Improvement Plan Workshop to order at 6:00 p.m.

**PRESENT:** Mayor Melissa DeMarco, Vice-Mayor Bob Thielhelm, Council Members Tom Eppich, Vasco Watters, James Yatsuk, Dennis Wood; City Manager Michael Quinn and City Clerk Gwen Keough-Johns.

**ALSO PRESENT:** Lyle Sumek, Consultant

**WORKSHOP ITEMS**

**Governance**

Mr. Lyle Sumek presented materials to aid in team building and understanding Governance. The workshop included seven sections as follows:

1. Council-Manager Form of City Government: Teamwork the Key to Success
2. New Realities for Cities: Leadership during Turbulent Times
3. Understanding Leadership Styles and Their Contribution to Team Effectiveness
4. Governance: The Mayor and City Council in Action
5. Strategic Planning for the City of Mount Dora
6. Policy Agenda 2011
7. Making the Team Work: Roles and Responsibilities – Expectations and Actions

**ADJOURNMENT**

The meeting was adjourned at approximately 9:15 p.m.

______________________________
Melissa DeMarco, Mayor

______________________________
Gwen Keough-Johns, City Clerk
Having been duly advertised as required by law, Mayor Melissa DeMarco called the March 28, 2011 City Council Capital Improvement Plan Workshop to order at 6:30 p.m.

PRESENT:  Mayor Melissa DeMarco, Vice-Mayor Bob Thielhelm, Council Members Tom Eppich, Vasco Watters, James Yatsuk, Janet Coffman, Dennis Wood; City Manager Michael Quinn and City Clerk Gwen Keough-Johns.

ALSO PRESENT:  Finance Director Jim Williams; Budget Utility Analyst Bob Brekelbaum, Planning & Development Director Mark Reggentin; Parks & Recreation Director Roy Hughes; Public Works Director Gary Hammond; Parks Services Director and Library Director Stephanie Haimes

WORKSHOP ITEMS

Mayor DeMarco announced an adjustment to the agenda. Item 1c will be discussed first.

Review and Approval of the 2011-12 Capital Improvement Program

Country Club Special Assessment

Mr. Quinn, City Manager, explained the Capital Improvement Program (CIP), a planning document that is short-range in nature, and identifies capital projects and equipment purchases. The document provides a planning schedule with options for funding the plan. The CIP is linked to the City’s budget for the next fiscal year. The CIP allows systematic evaluation of short-range projects, planning opportunities to consolidate debt and financing options as well as an economic development tool. The CIP is also used as a planning tool for coordination with other jurisdictions providing input and community support for projects. The role of City Council is to assist in prioritizing projects included in the CIP.

Mr. Quinn explained special assessments are charges imposed on property for a particular improvement that, by law, has to benefit the property owner. Such assessments are governed by Florida Statutes. It is noteworthy that special assessments have to bear a direct relationship to the benefit that the property receives from an improvement.

City Council has repeatedly asked staff what the total infrastructure needs are city wide and staff has conducted a preliminary assessment. In the staff document, approximately $217 million in infrastructure improvements have been identified over the next several budget years. When a water main break was repaired in CCMD recently, the bedding for the infrastructure was so poor
it contributed to the break. Questions were raised with regard to the condition of bedding throughout the development.

Mr. Quinn said Country Club of Mount Dora was placed in the CIP for discussion, not for funding. This project would not be considered a fundable project because of the amount of assessment required to make the identified improvements. A project of this magnitude would be phased in but it will be necessary for City Council to discuss whether or not special assessments will be used at a future date.

Mr. Quinn said other areas in the City are being looked at as areas where special assessments may be appropriate. Sylvan Shores septic conversion needs to be addressed and negotiations are ongoing with Dogwood Mountain.

Mayor DeMarco confirmed that the City Council has no interest in continuing to discuss any special assessment in the Country Club of Mount Dora. However, there is value in staff presenting the information to City Council in response to inquiries by City Council about the infrastructure needs and funding of identified needs.

Mr. Wood said a bond was used for significant roadwork but Mr. Quinn said that bond of approximately $2 million was used for storm drainage work. The Country Club has gone through that assessment and dealt with the issue.

Mr. Quinn said the water table in CCMD is very high creating additional concern for the infrastructure. After discussion about the age of the storm drainage system in CCMD and special needs to improve that infrastructure, it was noted a workshop is needed to discuss infrastructure needs throughout the City.

Mayor DeMarco stated the roads in CCMD are now under jurisdiction of the City of Mount Dora and the roads are the responsibility of the City.

Mr. Eppich said a CIP is designed to be more of a long term plan. He believes the City Council needs to approve a Capital Improvement Plan that will be funded next year. There are other projects that will require outside funding. Mr. Eppich would like to look at the totality of all projects and consider bonding. All projects should be considered and currently Mr. Eppich is not comfortable to try and approve a five year plan without knowing what will be in the plan.

Mr. Jim Williams, Finance Director, said there is a definite limit to bonding. He said projects have to be looked at individually because they are paid for from separate funds. Mr. Williams also reminded City Council there are many ways that projects come up to be placed in the CIP.

Mr. Thielhelm would like to see the special assessment issue pulled from the agenda until City Council has a workshop to discuss city-wide infrastructure needs. He would also like to see financial information as to how the total project could be funded, with options.
Mayor DeMarco said there was a larger assessment example given for Sylvan Shores. No one from Sylvan Shores was present. Mayor DeMarco asked if the pleasure of City Council would be to also pull the Sylvan Shores item from the agenda.

Mr. Koester, President of the Country Club of Mount Dora Homeowner’s Association, urged City Council to obtain engineering and technical input before going through the process of gathering financial information. He asked to be kept informed of future actions with regard to special assessments. Mayor DeMarco said all future meetings will be properly noticed.

The City Council meeting was recessed at approximately 7:11 p.m. The City Council reconvened at approximately 7:25 p.m.

Mayor DeMarco asked staff to let City Council know approximately how long it will take to gather information for a workshop to discuss infrastructure repairs. This will provide an idea of how soon this type of workshop will be scheduled.

Mr. Quinn said that prioritization ends up being based upon available resources. There are other streets and sidewalks in the City in need of repair. The magnitude of the discussion is that the City does not have resources to deal all infrastructure needs as demonstrated by the CCMD example.

_The consensus of City Council was to remove items b) Septic Tank Conversion (Sylvan Shores); and c) Country Club Special Assessment, from the CIP five-year plan. Staff will prepare a comprehensive estimate of the city-wide infrastructure needs._

With regard to Reclaimed Water and Back-up Wells, Mr. Williams reported the reclaimed holding tank is dry. The tank had a leak and was drained. Mr. Hammond, Public Works Director, has been granted permission from St. Johns River Water Management District (SJRWMD) to dig a back-up well that will have a number of additional benefits to the City. Mr. Hammond said the City will either install two eight inch wells or one twelve inch well.

_Staff will determine size and location of temporary well project._

**Recreation and Nature Park**

Mr. Quinn said the Recreation and Nature Park is intended to be a passive park. He said staff has pulled this project from the CIP because special attention is required. The State has agreed to allow some flexibility to the City in an effort to scale down the cost of the project. Funding for the project includes impact fees and a $200,000 state grant and it is a multi-year project. One of the main unplanned areas is the need of approximately $100,000 in construction cost for roadway access into the park. Ninth Street into the park should be brought up to normal standard for a legal street right of way. The houses along Ninth Street would also benefit from having legal access.
Mr. Roy Hughes, Parks and Recreation Director, said the only clarification needed with regard to the grant is if there has to be a total of $400,000 expenditures in order to receive the entire $200,000 grant. The grant is good until 2013, but no additional extensions are available.

Mr. Eppich questioned whether or not the City should continue building projects in the future if there is no funding for additional maintenance and operating costs.

Mr. Yatsuk would like to evaluate the value of projects. For an example, he said the Palm Island Boardwalk may be more valuable to the City than the Recreation and Nature Park.

Ms. Coffman recognized involvement from the Ocala Mountain Biking Association is significant and they have been maintaining the trails in the Recreation and Nature Park.

Mr. Williams clarified that funding sources for the Recreation and Nature Park and for the Palm Island Boardwalk are separate and Palm Island will be more difficult to fund.

Mr. Quinn said impact fees can be used for new facilities but not for maintaining existing facilities. Part of the money that went into funding the parcel was from a FRDAP grant. In the original FRDAP grant, the same elements were listed as justification for the funding. The City has committed to the State that the project will be done. Mayor DeMarco asked staff to look at scaling back the elements within the scope of the grant.

*The consensus of City Council was for staff to provide information about scaling back the cost and also information about potential maintenance, operating and programming costs upon development of the park. Detailed information on paving of Ninth Street was also requested.*

Mr. Thielhelm expressed concern about delaying the repair of Palm Island Boardwalk. Mr. Quinn said in the CIP, half is scheduled for repair during the 2010-11 fiscal year and half is scheduled for fiscal year 2011-12. Mr. Eppich said discussion was not only about maintenance but also upgrading the boardwalk with a better quality system. He asked if that type of upgrade or replacement would qualify for use of impact fees. Mr. Williams said no, the plan would be to borrow funds and pay them back from discretionary sales tax.

*Palm Island will be done with phase I priority being the western point area and phase II being the existing boardwalk area. The City is budgeted over two years to handle both phases.*

It was decided that staff would answer specific questions from City Council rather than going line by line through every project.

Mayor DeMarco said there could be major changes from the SJRWMD, asking if the City should hold off before spending additional money on Thrill Hill. She said AWS requirements are subject to change. There is also discussion at the legislative level that the 2013 requirement may be lifted.

Mr. Williams said Thrill Hill will not proceed quickly until staff knows whether or not other jurisdictions will be participating. During the coming budget year, staff will be looking toward
preliminary engineering work. Some of that work will have to be done regardless but until staff knows about back-up wells and partnering, the timeframe will be lengthened.

Mayor DeMarco asked Mr. Reggentin if the transportation trust fund is still in existence. Mr. Watters asked for additional information. Mayor DeMarco explained there is a trust fund that the legislature is supposed to be handing out through MPO organizations to complete regional projects. The City of Mount Dora would have had to come up with funding for projects and if the State decides they are not going to complete the projects, then the City may not have to offer funding. However, SR 44B was part of the projects as well as US 441 widening.

Mr. Reggentin added the PD&E for US 441 is funded and underway. Once complete, there will be a preferred alternative that will represent the extent to which utilities will be affected.

Mayor DeMarco asked that staff keep City Council informed with actions taken at the legislative level.

Mr. Williams noted the $4 million on the Thrill Hill project could be scaled back to approximately $1.5 million. Even with scaling back that funding, the project would still continue to progress.

City Council liked the idea of changing the Thrill Hill budget from $4 million to $1.5 million for fiscal year 2011-12.

Mr. Eppich mentioned the Martin Luther King improvements. He asked for an explanation of concern expressed with regard to ongoing maintenance. Mr. Williams said the project would be a $1 million expansion. NECRA funds will not pay for maintenance and those funds may or may not be available after the year 2018. Mr. Eppich would like to know more about ongoing costs associated with the improvements before he would be ready to take action.

Staff will scale back the project and prepare estimates for operating, maintenance and programming costs associated with MLK Building improvements.

Mayor DeMarco said the City Council needs to raise taxes, scale back or say no to additional projects if the funding is not going to be available for ongoing maintenance and operation of facilities.

Mr. Eppich would like to see the scope of Child’s Park reduced. The project will be presented to the Parks and Recreation Advisory Board in April and will be presented to City Council for final approval.

The Child’s Park budget will remain as is until an amended plan is reviewed by City Council.

Mr. Wood would like to discuss the downtown streetscape. Mr. Reggentin said Donnelly Street on the west side has construction drawings and the streetscape can be revised. However, this project was placed on hold by City Council. Mr. Reggentin will present the streetscape to City Council in April.
Mr. Eppich asked about the pump building and related office for the Water Treatment Plant scheduled for 2013-14. Mr. Hammond responded the existing water treatment plan uses a little house as the office and the structural condition is such that the building needs to be replaced. The pump house also needs to be replaced to protect the wells.

Mr. Wood asked if the Police Department has considered smaller vehicles. Mr. Williams said they are going to a larger vehicle for the coming year, the Tahoe. There are only a few cruiser type vehicles that are appropriate for police work. Mr. Williams said administrative vehicles have been downsized.

Review and Approval of the 2011-12 Budget Schedule

Mr. Wood suggested changing the two July budget workshops to August. The City Council opted not to change budget meetings because no one else had a conflict with the July dates.

Mr. Thielhelm recalled conversation at the Golden Triangle meeting regarding the three Cities sharing cost on new finance software. Mr. Quinn said the City of Eustis has set aside funding in their CIP to change over to a new finance system. Mr. Williams said every element of the software would be purchased separately.

The financial system software replacement should move forward with a concerted effort to involve the other two Cities, Eustis and Tavares, if possible since all three Cities currently have the same basic vendor software.

The City Council approved the 2011-12 Budget Schedule as presented.

ADJOURNMENT

There being no further business for discussion, the meeting was adjourned at 8:34 p.m.

Melissa DeMarco, Mayor

Gwen Keough-Johns, City Clerk
Having been duly advertised as required by law, Mayor Melissa DeMarco called the regular meeting of the Mount Dora City Council to order at 7:00 p.m. on Tuesday, April 5, 2011.

Chaplain Gordon Robinson gave the invocation and led in the Pledge of Allegiance to the Flag.

**PRESENT:** Mayor Melissa DeMarco, Vice-Mayor Bob Thielhelm, Council Members Janet Coffman, Dennis Wood, Tom Eppich, Vasco Watters and James Yatsuk; City Manager Michael Quinn, City Attorney Cliff Shepard and City Clerk Gwen Keough-Johns

**ALSO PRESENT:** Finance Director Jim Williams, Planning & Development Director Mark Reggentin, Police Chief Randy Scoggins, Deputy Police Chief Ron Rauth, Fire Chief Skip Kerkhof, Public Works Director Gary Hammond, Human Resources Director Ken Bloom, Parks & Recreation Director Roy Hughes, and Library Director Stephanie Haimes

**PUBLIC APPEARANCES**

Mr. Terrance Abbott, representing the Visit Mount Dora Merchants Association, thanked the City Council for their ongoing support. He said presently the organization makes approximately $350,000 annually, only approximately $175,000 being cash and the rest being in-kind. The association’s present advertising budget is approximately $110,000. The Mission of the Association is to place emphasis on the downtown businesses and promote Mount Dora.

Mayor DeMarco congratulated Fire Chief Skip Kerkhof and Parks & Recreation Director Roy Hughes.

**ADJUSTMENTS TO THE AGENDA**

Items removed from the Consent Agenda

1. Lease Agreement with Metro PCS

**CONSENT AGENDA**

2. Approval of Agreement with Lake County for Traffic Signal Maintenance
3. Approval of Collective Bargaining Agreement with the Fraternal Order of Police
4. Approval of Collective Bargaining Agreement with Professional Firefighters
5. Approval of Vehicle Purchase for the Police Department
6. Approval of City Council Meeting Minutes dated March 15, 2011
Mr. Wood pulled item 5 from the consent agenda.

**Mr. Thielhelm moved to approve consent agenda items 1-4 and 6. Mr. Eppich seconded the motion. The motion was approved unanimously.**

Mr. Wood is concerned that the Police Department is not looking at smaller vehicles. The vehicle being purchased is the first Tahoe. He said there are 117 total vehicles, 45 assigned to the Police Department and 37 are Crown Victorias. There are only 32 police officers and Mr. Wood asked why there are so many cars and why a Tahoe is being purchased. He also noted that none of the vehicles are economical.

Police Chief Scoggins said the number of cars is low compared to other agencies for the size of the Mount Dora Police Department. There are reserve officers and citizens on patrol who use City vehicles. There is an assigned car program that has been a tremendous success and cars are lasting approximately a decade. The Police Department schedules to purchase between 4-5 cars each year to keep the fleet static.

Mr. Wood noted other agencies have smaller cars than Mount Dora and he doesn’t understand why a smaller City needs larger vehicles. Police Chief Scoggins said the difference is in the volume of calls. There are currently four vehicles built for use as Police vehicles. The Tahoe has been successfully used by a number of agencies and performance data is available. Chief Scoggins said the Tahoe is expected to get approximately 17 miles per gallon. He added the vehicles designed for public safety agencies are heavy duty and not necessarily designed for efficiency. The Police Department has agreed to purchase only one vehicle since there is a K-9 vehicle being refurbished for continued use.

Ms. Coffman asked if there are plans for more hybrid-type vehicles for Citizens on Patrol in the future. Chief Scoggins said more efficient vehicles will be looked at for non-patrol assignments.

**Mr. Wood moved to approve consent agenda item 5. Mr. Thielhelm seconded the motion. The motion was approved unanimously.**

**PUBLIC HEARINGS**

**ORDINANCES**

First Reading of Ordinance 2011-04, Dog Friendly Dining

Mr. Cliff Shepard, City Attorney, read Ordinance 2011-04 by title only.

**ORDINANCE NO 2011-04**
AN ORDINANCE OF THE CITY OF MOUNT DORA, LAKE COUNTY, FLORIDA, CREATING SECTION 18.180 “CITY OF MOUNT DORA DOG FRIENDLY DINING PROGRAM”; PROVIDING FOR ALLOWANCE OF PATRONS’ DOGS AT CERTAIN OUTDOOR SEATING AREAS OF RESTAURANTS; PROVIDING DEFINITIONS; PROVIDING RESTRICTIONS AND REQUIREMENTS RELATED TO ALLOWANCE OF DOGS AT OUTDOOR SEATING AREAS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Reggentin said as requested by City Council, the City Attorney has prepared an ordinance allowing restaurants to accommodate dogs in designated areas with mandated restrictions.

Mayor DeMarco said this was brought forward because she was approached by a citizen who indicated they may file some complaints with Business and Professional Regulations against some of the restaurants in town for having dogs on the deck.

Mr. Yatsuk asked how this regulation will be enforced and Mr. Shepard said Code Enforcement.

Mr. Eppich asked what the fine would be for violation of the proposed ordinance. Mr. Reggentin said the Code Enforcement magistrate would assess fines.

Mr. Wood asked what would happen if the ordinance is not passed. Mr. Reggentin said if the ordinance is not approved, dogs are on decks it will be a violation of State policy.

Mr. Shepard said as a matter of state policy, dogs are not allowed in restaurants. More recently because of change in demographics and attitude, restaurants with outdoor patio areas have wanted to allow dog friendly dining to improve business in an otherwise down economy.

Ms. Coffman thinks the ordinance would give businesses an option if they want to allow dog friendly dining.

To Mr. Eppich’s concern, Mr. Shepard said violations of this ordinance would be handled by Code Enforcement and there is the ability to treat each offense as a separate and distinct matter. Mr. Reggentin said the ordinance spells out that multiple violations can result in revocation of licenses.

Mr. Harlow Middleton urged City Council to pass the proposed ordinance.

Mr. Leo Schumaker, resident, spoke in favor of the ordinance.

Mr. Abbott said restaurants and business owners do want to allow dogs. As far as those restaurants who choose to be pet friendly and those who do not, it will be up to them and their customer-driven base.
Ms. Cathy Hoescht, Chamber Director, said it is not uncommon to receive calls inquiring about dogs at restaurants. She said the same question is asked about lodging. The Chamber has a list of pet friendly places and they provide that information for visitors.

**Mr. Wood moved to approve the first reading of Ordinance 2011-04. Mr. Eppich seconded the motion. The motion was approved by roll call vote.**

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<td>Mr. Thielhelm</td>
<td>Yes</td>
<td>Mr. Yatsuk</td>
<td>Yes</td>
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<td>Ms. Coffman</td>
<td>Yes</td>
<td>Mr. Wood</td>
<td>Yes</td>
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<td>Mr. Watters</td>
<td>Yes</td>
<td>Mayor DeMarco</td>
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<td>Mr. Eppich</td>
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**PROCLAMATIONS**

1. Proclamation Recognizing National Library Week
2. Proclamation Recognizing Water Conservation Week

Mayor DeMarco acknowledged Proclamations listed above.

**COUNCIL CONSIDERATION/DISCUSSION OF DEPARTMENTAL TOPICS**

**CITY MANAGER**

1. Presentation of Financial Reports Submitted by Nancy Howell – Music Festival

Mr. Quinn recommended City Council accept financial documentation provided for the Mount Dora Music Festival that was held in February. In addition, Executive Director Nancy Howell has requested consideration of awarding the balance of the budgeted CRA grant as consideration for additional expenses incurred with sound equipment for the facility event.

Mayor DeMarco said financials were well done and the overall critique and real time issues experienced with the building will be helpful.

Ms. Howell thanked the City Council for supporting the festival with fee waivers and the CRA grant.

Mayor DeMarco would not support approval of any more money until a workshop is held to discuss all special events with the implications of fees.

Mr. Wood commended Ms. Howell on the financials and the suggestions. He would support approving the request for additional funding.

Mr. Wood asked Mr. Quinn if this type of financial information will be expected from everyone who is granted City funding. Mr. Quinn said during year 2011, there have been three festivals that may have received CRA grants. He is willing to send a letter to the other two events that
have been done in 2011 requesting this type of information. Mr. Quinn said the paperwork submitted by Ms. Howell would serve as a nice template for other organizations.

Ms. Howell reiterated that her organization gives back to the community. Of the thirteen events, ten were offered free of charge. She also extended appreciation to Mr. Eugene Kessinger who prepared the financials.

Mr. Eppich said the financials show that there was a small profit. He said as it relates to the incremental amount being requested, Ms. Howell found people willing to donate funds taking the onus off of the City to have to come up with the difference. Mr. Eppich said that is how these events should work and it places the City in a position where no payment is necessary.

Mr. Quinn noted the $2,324 will be reimbursed and City Council is discussing the incremental amount being requested up and above that amount.

_The financials from The Music Festival were accepted as submitted and the additional request will be discussed in a workshop setting, not approving any additional funding at this time._

Mr. Quinn said the soundboard was an item in the documentation and he explained when the community center operation was put together, the sound board specs were average. He said it will not accommodate the needs of rock bands and other bands with a need for more advanced sound requirements.

**PARKS AND RECREATION**

1. Community Building Operations Committee Final Report

Mr. Quinn referenced the Recommendation to the City Council, prepared by Catherine Jenkins, Chairperson of the Committee.

Ms. Jenkins gave the recommendation from the committee: The City of Mount Dora Parks and Recreation Department continue operational responsibility for the Community Center through the 2011-2012 Fiscal Year. This time frame was determined by the budget process and the impacts of any recommendation to that process. Furthermore, we recommend that the Community Center Operations Advisory Committee stay in place, and be extended through the 2011-2012 Fiscal Year to continue its purpose and review with the collection of more usage and other data during this time period.

_Mr. Thielhelm moved to accept the recommendations as presented. Mr. Yatsuk seconded the motion. The motion was approved by a vote of six to one. Mr. Wood voted against the motion._

**BOARD APPOINTMENTS**
If you or someone you know is interested in supporting the City through service on a Board or Committee, please contact Gwen Keough-Johns, City Clerk at (352) 735-7126 or complete an application online at [http://www.ci.mount-dora.fl.us/vertical/Sites/%7BB57363BB-8A05-49A7-AE31-DBFCAAA4A5EF%7D/uploads/%7BBCE77DD52-3768-4733-9A4F-3B6C084B1CF6%7D.PDF](http://www.ci.mount-dora.fl.us/vertical/Sites/%7BB57363BB-8A05-49A7-AE31-DBFCAAA4A5EF%7D/uploads/%7BBCE77DD52-3768-4733-9A4F-3B6C084B1CF6%7D.PDF)

CRA Advisory Committee

Mr. Thielhelm nominated Perfecto Barba who was unanimously appointed to serve on the CRA Advisory Committee.

Mr. Eppich nominated Mr. David Norman Stanley who was unanimously appointed to serve on the CRA Advisory Committee.

NECRA Advisory Committee

Mr. Eppich nominated Ms. Janet Manchon who was unanimously appointed to serve on the NECRA Advisory Committee.

Public Art Commission

Mr. Wood nominated Ms. Peni Berger who was unanimously appointed to serve on the Public Arts Commission.

Library Advisory Board

Mr. Watters nominated Mr. Bob Dias who was unanimously appointed to serve on the Library Advisory Board.

**CITYATTORNEY INFORMATION / REPORTS**

1. Appointment of Charter Review Committee

Mayor DeMarco mentioned with new census data, redistricting has to be done. She said it may be helpful for the Charter Review Committee to concentrate on redistricting.

Mr. Reggentin said the census information is released, but subsequently is refined into usable information. Based upon the compressed timeframe with the Charter Review Committee having to be finish by June, Mr. Reggentin said there may not be time to get the redistricting through the Charter Review Committee. He added any changes to the Charter Review Committee will not take effect for the upcoming election.

Mr. Wood appointed Ms. Debbie Colburn.
Mr. Yatsuk did not have a candidate.
Mr. Watters did not have a candidate.
Mayor DeMarco did not have a candidate.
Mr. Eppich appointed Ms. Glenna Burch.
Mr. Thielhelm appointed Mr. Chuck Snyder.
Ms. Coffman appointed Mr. David Cohea.

**OTHER BUSINESS**

Mr. Quinn said a workshop is scheduled at 6:30 p.m. on April 25th in the City Hall Board Room to discuss Special Events.

Mr. Yatsuk thanked Parks & Recreation for the Basketball Camp program.

Mr. Watters thanked City employees for their hard work during the storm.

Ms. Coffman said the 5K Race was a nice event with approximately 200 registrants. She said only about 50 people showed up to run the race.

Mayor DeMarco said the Regatta went very well and she did not get a single complaint on the road race.

Mayor DeMarco thanked Mr. Thielhelm for filling in for her on Saturday in Tavares for the Electric Car Charger plug-ins. Mr. Quinn noted that Mount Dora has two electric car plug-in stations that were installed using grant funds.

**MEETING NOTICES**

**ADJOURNMENT**

There being no further business for discussion, the meeting adjourned at approximately 8:21 p.m.

__________________________
Melissa DeMarco, Mayor

__________________________
Gwen Keough-Johns, City Clerk
DATE: April 19, 2011

TO: Mayor and City Council

FROM: Mark Reggentin, Planning and Development Director

VIA: Michael Quinn, City Manager

RE: Presentation of Mount Dora Art Festival Best of Show Winner

Background/Information:
The Public Arts Commission working in coordination with the Mount Dora Center for the Arts have developed a relationship to provide art on an ongoing basis for the Community Building. Based upon these discussions, the Center has offered to donate the Best of Show winner from the Art Festival to the City for display in the Community Building. This is the first in what is expected to be an annual occurrence to celebrate the importance of art in the community and to recognize the long standing relationship between the City and the Center for the Arts.

Beth Miller, Mount Dora Center for the Arts, and Shawn McNallis, Chair of the Mount Dora Public Arts Commission will make the presentation. Following the presentation, the Center and Arts Commission would like a brief photo opportunity.
DATE: April 19, 2011

TO: Mayor and City Council

FROM: Mark Reggentin, Planning and Development Director

VIA: Michael Quinn, City Manager

RE: Visioning Update

Background/Information:
As most of you are aware, the first phase of the Visioning process is essentially complete. Staff and the consultant have conducted focus group and one-on-one meetings to help begin to frame the issues and challenges facing the City. Attached is a summary of the meetings that have taken place to date.

The purpose of this meeting is to update the City Council on the progress of the Visioning project and to obtain guidance on the key community values and provide input on options to explore as we transition into Phase 2.

Following City Council and Steering Committee review, the information gathered in Phase 1 will be posted to envisionmountdora.org.
MOUNT DORA CITYWIDE VISIONING STUDY

SUMMARY OF FOCUS GROUP DISCUSSIONS AND STAKEHOLDER INTERVIEWS

Introduction
Along with data collection and review of existing plans and policies, the foundation for the Citywide Visioning Study is being established through a series of individual stakeholder interviews and focus group discussions with various groups and interests in the City of Mount Dora. The focus group meetings and individual interviews were designed to obtain the perspectives and observations from a diverse array of interests that have a defined role in shaping Mount Dora’s future. The meetings helped to set the stage for a broader community dialogue through the Citywide Visioning Study about growth and development needs, challenges and opportunities facing the City of Mount Dora over the longer term.

The purpose of the focus group discussions was to relate the visioning effort to community values from the perspectives of different interests within the City. The following groups participated in the meetings:

- Arts and Cultural Affairs
- Parks and Recreation
- Lakefront
- Historic Preservation
- Downtown Business
- Northeast Redevelopment Area
- Northeast Lakes Neighborhoods
- Downtown Neighborhoods

The discussions provided an opportunity to generate ideas and feedback on various comprehensive plan and development-related issues. Each meeting involved from five to 12 people and lasted between one and two hours, entailing a free-flow discussion facilitated by the consultant using a discussion guide. The meetings were not formally recorded, but a written summary of each discussion served as the official meeting minutes.

The stakeholder interviews entailed more informal conversations with key property owners who are not members of a board or interest group within the City. These one-on-one conversations offered an opportunity to hear their perspectives on development-related issues in the City, and have been used for overall context of the focus group discussions.
This document provides a summary of the key themes, community values, and issues and opportunities that will likely influence the Citywide Visioning Study as it enters its next phase. It is not meant as an inclusive documentation of all comments, ideas and suggestions; but rather serves to highlight areas of general consensus and where further community dialogue is needed.

Community Values
The character of downtown Mount Dora and its surrounding neighborhoods provides historic charm and a relaxed pace that its residents and businesses alike appreciate. Yet there are surrounding parts of the community where growth has occurred and is expected to occur in the future that are also an important part of the community and will likely shape the city’s future. The following table summarizes the key themes and values that should guide the visioning process toward defining and evaluating scenarios for the future:

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<tr>
<th>Topic Area</th>
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<th>Values</th>
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<td>Preservation</td>
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Focus Group Discussion Summary – April 14, 2011 Draft
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Challenges

The key challenges or issues facing Mount Dora reflect its unique character and position within the region. In many ways, the challenges are the result of the City’s success over the last 10 to 15 years, and the transitions that have occurred in terms of overall growth and the changing market in the downtown district. The economic recession has created financial challenges to accomplish capital projects and spur investment. The following challenges were identified as consistent themes during the meetings and interviews:

The growth of commercial activity along US 441 is a potential issue for the City in terms of its unique character and the economic vitality of its greatest asset – downtown. Chains and mixed use centers may represent a threat to existing “mom & pop” businesses. Defining the gateway into the core part of the City is a related issue.

Competition from other cities is a concern. Cities like Tavares and Eustis are viewed as aggressively working on their waterfront areas to draw business, festivals and visitors. Other cities, such as Winter Garden, Sanford and DeLand were cited as places that have undergone a significant transformation to attract residents, new businesses and visitors. The concern is that if Mount Dora does not change and adapt, it will be left behind.

There was considerable discussion about the vacancy level in the downtown area, and a desire among many participants to develop strategies to reduce the vacancy rate.

Parking was cited by a number of groups as an issue, although most acknowledge it is largely a perception of parking limits because of the events and the fact that nearby parking is not highly visible.

Traffic flow and speeding are challenges to the character of Mount Dora, particularly on 5th Avenue. In the Northeast part of the City, Lincoln Avenue has become a gateway and when the trail is constructed and beautification occurs, it will strengthen its role.

Maintenance is a key challenge for parks and recreation facilities. The City has done a good job of developing and expanding these facilities, but is facing the problem of adequate staff and resources to maintain what has been built.

There are good plans in place but no action has occurred to move them forward. This is a reflection of the economy and limits on available revenues, but at several meetings the discussion focused on a lack of persistent vision and commitment.

Opportunities
The lakefront. It is an under-utilized asset that should be an iconic destination to define the City and attract residents and visitors alike. The waterfront is its own destination in many ways, but many also see the need for a type of use that will anchor the waterfront as a destination, such as restaurants, a museum or a conference center for meetings and special events. The Pineapple Point site was a central part of most every discussion, along with creation of a boardwalk that would attract people to the lakefront for sunset and a respite from boating for lunch and shopping.

Mount Dora is a town of romance and nostalgia, but it is not Disney. The City should work to support and promote the downtown and waterfront as a destination for weekend getaways, meetings and events throughout the year. The City is a great lunch destination, but could become a great weekend destination with a refurbished Lakeside Inn, meeting facilities, events and a lakefront destination.

Demographics — to most observers, Mount Dora is getting younger and is becoming more diversified with year-round residents, families with children, and part-time residents with vacation homes in the City.

Improve street connectivity in targeted growth areas, such as the employment center, and make sure that a network exists for all modes of travel to tie residential areas to commercial destinations.

Expand bicycling, walking and other non-auto forms of transportation to connect various parts of the City to downtown. This would include rails-to-trails, new multi-use pathways and on-road facilities, as well as potential forms of transit services, such as trolleys or shuttles to/from parking locations.

Highland Street is a key gateway into the City, and is an under-utilized asset, with a primary focus on neighborhood-supportive retail and professional office. It should be distinct from the downtown district, but better connected.

Grandview Street used to be a thriving commercial area that has declined. It presents an opportunity as a focal point for the neighborhood and residential-supportive services.

A farmer’s market was a consistent desire, although the location was not specified.

**How to Respond**

Promoting and marketing Mount Dora through a variety of means to attract nearby residents as well as niche visitors and tourists from other parts of the region.
Develop an expanded communication network to keep citizens informed on what is happening in the City, including events, new businesses and services.

A better wayfinding and signage strategy, linking the various destinations, highlighting parking locations, and having an integrated trails and parks network that connects parks and other destinations to residential areas. Attractive gateways could help anchor the wayfinding system.

Promote more residential development in and around the downtown commercial district. This will encourage businesses to adapt and respond to that market, spurring more of a year-round and 18-hour community.

Create a multi-purpose center for youth recreational activities and adults of all ages. The Community Building serves part of that need with events, but people would like to see it better utilized for different purposes, such as movies, theater and various acts.

Diversify the economy by focusing on information-age industries in the employment center and other areas, as appropriate. Create a high tech incubator near or in downtown; this would be an attractive catalyst that would draw people from other parts of Central Florida.

**Desired Outcomes and Measures**

Create a unified plan to integrate the various plans and have a single master plan for the greater Mount Dora area. This is needed to define and unify different parts of downtown and the city as a whole.

Sustained leadership on key priorities over time is essential. Track and measure progress along defined indicators or targets that relate to economics, population and the environment. Create a baseline of measurement that includes topics such as public safety; demographics (income/mix) and other measures of quality of life, and then track that as part of public record. Suggestions included:

- Best Places
- Happiest Places
- Safety
- Education
- Always something going on...strong indicator
- Measure of density and diversity of land uses
- Quality of health care – availability/proximity of services

Maintain the sense of character and scale that defines the City today.
Topic Areas Needing Further Dialogue
The following issues were discussed at length, with differing opinions and perspectives expressed during the process. These issues will need continuing dialogue and focus during the remaining phases of the visioning effort.

- Mixed use development in areas outside of downtown (from a scale and competition standpoint)
- Whether and how to expand downtown given physical and land use characteristics
- Whether to increase allowable building heights downtown
- Character of the downtown as it evolves with increased activities and residential neighbors
- Parking supply and strategies to connect parking with destinations
- Uses and activities on the lakefront
- US 441 as a barrier (physical and psychological) for a unified city
- Regional transportation impacts on the community
DATE: April 19, 2011
TO: Mayor & City Council
FROM: Gus Gianikas, Planning & Development
VIA: Michael Quinn, City Manager
RE: Downtown Streetscape – Conceptual Design Alternatives

Recommendation: Staff requests the City Council provide decisions on streetscape conceptual design alternatives prepared by the design consultants, BESH and Pape & Associates. The attached material will be presented by the consultant at the meeting.

References/Support: (1) September 8, 2009 – City Council held a workshop for a downtown walking tour. Staff presented an inventory of conditions and City Council provided direction for design. (2) October 20, 2009 – City Council meeting staff presented design ideas based on direction provided by City Council at the workshop walking tour. (3) January 5, 2010 – CRA Board hired BESH and Pape & Associates to prepare preliminary engineering. (4) May 4, 2010 BESH and Pape & Associates presented design alternative to City Council.

Background/Information: The objective of the downtown sidewalk and streetscape improvement plan is to enhance pedestrian movement by creating a network of safe and attractive walkways in the downtown business core area. The consultants have inventoried and analyzed existing conditions and will propose design alternatives at this meeting.

Specifically, the following have been addressed:
1) functional opportunities and constraints;
2) aesthetics;
3) variations in materials and design;
4) sidewalk elevations and slope conditions;
5) accessibility;
6) trip hazards;
7) existing trees, and;
8) drainage issues.

Some generalized concepts have been prepared for review. These include right-of-way and
intersection improvements. A brief presentation has been attached for your review. This and more detailed concepts will be provided at the workshop for your consideration.

The proposed design alternatives deal with functional issues, such as pedestrian safety and ADA requirements, as well as aesthetics, such as landscaping and hardscape treatments. The decisions are necessary to provide direction for the design consultants to proceed with the preliminary engineering. The primary issue and design constraint relates to trees. The decisions relating to trees will have the most impact on the overall design. The types of trees, if any, that should be removed and what types of trees should be used in the future are the first decisions that must be made.

The consultants were hired in January 2010 and presented concepts to City Council in May 2010. The concepts presented at that time were based on direction by the City Council to have a consistent design theme on each block throughout the downtown. After the presentation was made and discussed, the City Council decided the next step in the design review was to incorporate the streetscape design process into the upcoming City Visioning process. At the CIP workshop on March 28, the City Council decided the streetscape design process should proceed independently. As the members of the City Council have changed since the May 2010 meeting, the same presentation will be given at this meeting to get everyone on the same page.

After direction is provided by the City Council they will finalize the preparation of the preliminary engineering plans.

**Attachments:** (1) Downtown Sidewalk and Streetscape Improvements – Preliminary Design (report prepared by BESH & MPA to be presented at meeting). (2) October 20, 2009 staff memo to City Council with attachments – Maps 4a, b, c, d, e. (3) September 8, 2009 staff report to City Council – existing conditions report provided for walking tour. Maps 1 and 2 from this report are included in Item #1 above, Consultant’s Report.
Objectives of Preliminary Design Phase

- Observe the way people use and react to existing conditions.
- Gather data and images to inventory, identify, and evaluate opportunities and constraints; categorize representative issues and design solutions.
- Develop fundamental design recommendations to address the major and general issues affecting the overall design concept.
- Based on review and input from Staff, Council, and the public, prepare preliminary (30% design) plans for the overall project area.
- Provide cost estimates and phasing recommendations.
Alternatives & Options for Selection by Council

- Traffic Improvements at Alexander & 3rd Street
  - Concept A
  - Concept B

- Brick Pavers
  - Match Highland Street
  - Add "signature" color/pattern options
  - Retain or change current areas with concrete pavers

- Crosswalks
  - Brick (match Highland Street)
  - Painted striping
Alternatives & Options for Selection by Council

- Other Options
  - Add Cooling Stations
  - Provisions for lighting

- Existing Trees
  - Remove hazard trees and inappropriate species to maximize safety and good design options
  - Retain and design around them, dealing with ongoing problems

- Proposed Street Trees
  - Sabal Palms and Medjool Date Palms
  - Crape Myrtles and Sabal Palms
  - Other?
Primary Design Opportunities and Constraints - Function
Primary Design Opportunities and Constraints - Aesthetics

Design Consistency

Sense of Arrival

Livability

Landscaping

Street Tree Opportunities
Trip Hazards
Existing Street Trees

Valuable Species

Not So Valuable Species

Roots - Pedestrian Safety

Hazard Tree Issues

Roots - Pavement Issues
Summary:
Benefits of the Preliminary Design Recommendations

- Achieve ADA requirements for accessibility
- Improve pedestrian safety in general
- Minimize conditions which increase the City's culpability in personal injury and ADA-related legal actions
- Eliminate grass areas between curb and sidewalk; minimize landscape maintenance and irrigation
Summary:
Benefits of the Preliminary Design Recommendations

- Improve storm drainage
- Eliminate trees that cause hazards, root problems, increase maintenance, and just don't fit; create a long term legacy with appropriate street trees
- Maximize design consistency for a "signature" look
- Make Mt Dora more user-friendly for pedestrians to enhance its quality as a walkable city
DATE: October 20, 2009
TO: Mayor & City Council
FROM: Gus Gianikas, Planning & Development
VIA: Michael Quinn, City Manager
RE: Downtown Sidewalk & Streetscape Concept

Recommendation: The staff requests approval of the attached maps that indicate the design approach to be taken on proposed improvements to the downtown sidewalks and streetscape. The maps are intended to reflect the direction the City Council provided to staff at the September 8 workshop. After City Council approval, staff will obtain a quote for engineering and design services to prepare plans and drawings.

Discussion: In addition to sidewalk widening and streetscape materials, the scope of work for the design and engineering services will also include a tree plan.

The tree plan will include:

1. Tree Removals - Consultant will recommend trees that should be removed based on factors such as: (a) inappropriate types – Sycamores; (b) age and relative health of tree as a safety issue - Laurel Oaks; (c) tree prevents logical sidewalk location and thus impedes pedestrian movement; and,

2. New Tree Plantings - Consultant will designate location and types of canopy and understory trees to be used

The consultant will also provide detailed cost estimates and a phasing plan based on the priorities that are set. Currently, the priorities are Donnelly St. between 5th and 4th Ave.; Third Ave. between Baker and Alexander St.; and 4th Ave. from Childs Park to Lake Dora.

References/Support: Minutes from September 8 City Council workshop.

Attachments: Maps 4a – 4e; Map 5 - Kiosks and directional signage; Minutes from September 8 City Council workshop.
This side of the street only has a sidewalk on the east half of the block. There are two challenges to continuing the sidewalk. First, there is an elevation change at mid-block that would require installation of steps. Second, the right-of-way on the west portion of the block is used for on-site parking and outdoor seating for the restaurant. The sidewalk extension would terminate at the entrance to Lakefront Inn. If extended, an engineering analysis needs to be done before any design can be recommended. Antique lamp posts need to be added where they do not exist.
Sidewalk and new pavers recently installed by CRA.

Sidewalks and R/Ws have been recently improved by the adjacent property owner as a part of property improvements.

Widen 4' sidewalks to at least 6'. Antique lamp posts need to be added on the south side of Third Avenue.

Since most of this side of block has a retaining wall, there is limited room for widening. However, since the sidewalk is in poor shape with lots of major cracking, it was deemed to be a priority.
CITY OF MOUNT DORA
COMMUNITY REDEVELOPMENT AGENCY

DOWNTOWN COMMERCIAL CORE
SIDEWALK, STREETSCAPE, AND WAYFINDING EVALUATION

SEPTEMBER 8, 2009
INTRODUCTION

Project Scope and Purpose

The City Council has requested an evaluation of the street design elements in the downtown commercial core right-of-ways for the purpose of identifying possible improvements to

- Sidewalk width,
- Streetscape design, and
- Pedestrian Wayfinding, including kiosks and directional signage.

The primary objectives for improvements are to expand walking areas and to achieve a more consistent design theme throughout the downtown.

Background

This effort began when the CRA Advisory Committee recommended to City Council that the sidewalk planters on Donnelly Street between Fifth and Fourth Avenues be removed to create additional walking space for pedestrians and the sidewalks be replaced due to their deteriorating condition. After reviewing the proposal, the City Council determined that a sidewalk widening plan was needed for the entire downtown core. A sidewalk widening plan with a long-term budget was presented. Council then requested improved mapping to make the plan clearer and easier to understand. Additionally, the Council directed staff to pursue the Highland Street / First Avenue improvements as a higher priority. Subsequently, it was decided an overall streetscape design with a consistent theme for downtown was needed in addition to a sidewalk widening plan. Recently, wayfinding, including directional signage and kiosks, was added to the scope.

Downtown Study Area

The downtown commercial core study area is shown on MAP 1. The map highlights the right of ways (R/Ws) that were evaluated. Within the study area, certain design elements were evaluated to provide a complete overlay of existing conditions. These include:

Street Design Elements

- Right of Way Widths
- Sidewalks
- Streetscape Cross-sections, green space
- Pavers
- Trees
- Antique Lamp Posts
- Street furniture – trash cans, benches

Based upon these features, additional design elements can be incorporated and existing features can be enhanced.
Summary of Evaluation and Recommendations

Sidewalks

Overall, the recommendations strive to provide improvements while maintaining the unique character of the downtown commercial area. The main direction provided by City Council for improvements is:

- Increase and improve walking area by widening and replacing sidewalks within constraints of existing conditions. As part of increasing walking area, remove sidewalk planters.

The most significant change relates to the pending redesign of Childs Park and the 4th Avenue Dock/Pier and the critical need to provide better access to Lake Dora via 4th Avenue. As a part of the redesign of these two recreational areas, new sidewalks at least 6’ wide should be installed on the south side of 4th Avenue from Alexander to Lake Dora and the west side of Alexander Street south of 4th Avenue.

Spaces Between Curbs and Sidewalks

The space between the curb and the sidewalk is aesthetically important. Throughout the downtown, there is a wide variety in the pattern of the elements and how they are laid out in this space. In general terms two conditions were found.

- The blocks north of 4th Avenue have hardscape, either concrete sidewalk or pavers in this area, with just a few exceptions. The primary tree is a palm tree. Some blocks in this area have no trees

- The blocks south of 4th Avenue have landscaping and sod between the curb and sidewalk except for small sections around the southeast corner of 4th and Donnelly. There are a variety of trees in this area, many of which are canopy trees. Trees and their root system create significant challenges to the widening of sidewalks and the expansion of hardscape. The grass and canopy trees are unique character defining elements of Mount Dora’s downtown south of 4th Avenue.

In terms of the space between the curb and sidewalks, two decisions are needed: 1) To what extent should landscape areas be changed to hardscape? 2) what the hardscape should be used?

Trees

Another important aesthetic element, where direction is needed is in regard to new tree plantings. There are spaces where additional trees can be planted and there is occasional need to replace trees. Suitable tree species for downtown need to be identified.

- **Canopy Tree** - Currently the Allee Elm is used as a canopy tree because it requires less space than the oaks.
- **Palm Trees** - Palm trees are used where there is little space available. The queen palm is a variety that may work.

- **Understory Trees** - An understory tree that is recommended is a standard crepe myrtle. There is a hardy, long-blooming, white-flower variety that would fit our green spaces nicely.

**Wayfinding**

Map 5 shows proposed locations for kiosks and wayfinding. Proposed designs are also included in the report.

The directional signage program will require some type of processing or permit administration. Direction on how this should be done will be needed.
EVALUATION OF STREET DESIGN ELEMENTS

The evaluation inventoried and analyzed the right of ways and the street design elements. The results of the evaluation are shown below. This describes the existing conditions of the right of way, existing elements within the right of way and identifies constraints. A summary is provided at the end of the section.

Right of Way (R/W) Widths

The typical R/W width of the streets in the study area is 66’, except for Baker and Alexander Streets which are 50’. These widths are narrow compared to what is found in many cities as downtown streets, especially those that are (or were) State roads or major County roads. These typically have up to 100’ of R/W.

Due to the narrow R/W, the space available for sidewalks and streetscaping is limited to 4’ to 14’.

Photo 1: View of Alexander Street looking from 4th Ave. to 5th Ave. The 50’ R/W contains 31’ of pavement for two lanes of traffic and parking on both sides. The normal minimum standard would be 9’ for each lane and parking aisle or 36’ of pavement. The sidewalk on the right is only 4’ wide because the parking lot extends into the right-of-way. For the purpose of widening the sidewalks, this is considered a constrained area.

Sidewalks

Map 2 shows the widths of sidewalks on each block side. 98% of the R/Ws in the study area have concrete sidewalk. The width varies from 3’ to 10’. (Note: The widths do not include sidewalks on private properties. Some adjoining private properties have narrow strips of sidewalk, some up to 1 1/2’. This adds to the overall width of the sidewalk.)

The recommended minimum standard width for sidewalks in a residential area is 5’. This allows enough room for two people to pass comfortably or to walk side by side. As downtown commercial
areas have a higher concentration of pedestrians, 8’ is typical. In many cities, downtown sidewalks are over 12’ wide, with some as wide as 20’.

There is 7,545 linear feet of sidewalk in the study area. 5,450’ or approximately 74% is 5’ or less. 180’ of that amount does not have sidewalk. Blocks with a missing link of sidewalk are:

- 3rd Ave – Donnelly to Alexander – south side:
- 4th Ave – railroad track to McDonald – both sides.

Only 13% (955’) of the sidewalk in the study area is 8’ or more. A few blocks in the downtown contain pavers between the sidewalk and curb. The pavers can increase the walking area.

**Streetscape Cross–sections**

There are 31 block sides in the study area. There are three basic types of cross sections in these areas:

1. all concrete sidewalk,
2. sidewalk with sod as primary green space material between curb & sidewalk, and
3. sidewalk with pavers as primary material between curb and sidewalk.

<table>
<thead>
<tr>
<th>Cross Section Type</th>
<th># of Block Sides</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete sidewalk</td>
<td>8</td>
</tr>
<tr>
<td>Concrete sidewalk &amp; sod or landscaping</td>
<td>23.5</td>
</tr>
<tr>
<td>Concrete sidewalk &amp; pavers</td>
<td>4.5</td>
</tr>
</tbody>
</table>

The blocks with concrete sidewalks that extend to the street are all north of 4th Avenue between Baker and Alexander Street. These blocks represent the oldest area of the commercial core. Some block sides are divided and have more than one primary material. Mount Dora is unique with the amount of sod and green space in the downtown core area.

Photo 2: Example of mixture of pavers. These pavers allow walking space from parking space to sidewalk so that grass can be preserved.
Pavers

Photo 3: View of north side of 4th Ave. from Baker St. showing pavers. These are consistent with materials used in the alleys and Donnelly Park

There are several different types of pavers used in the downtown. Pavers were first placed in the downtown in the mid-1990s around the southeast corner of 4th and Donnelly. These were replaced in 2006 with a more attractive paver that was also partially permeable to preserve existing canopy trees.

Color Mix 3, (photos 3 & 4) the common paver in the downtown, was first used in the downtown in the alleyways in 1999. As a part of the redesign of the alleyways, the pavers replaced asphalt, which was the previous surface. This paver was also incorporated into the corners around Donnelly Park as a part of the redesign of the park. To maintain a consistent theme, as a part of property improvements, pavers have been installed adjacent to sidewalks on a portion of three blocks by private development.

Walking Area

In terms of pedestrian movement, many elements in the right of way act as obstructions to and limit walking space. This includes lamp posts, trees, trash cans, and benches. When all elements are taken into account, the widest continuous open walking width in the study area is about 6' wide and most are 5' or less. For example, on Donnelly Street between 5th and 4th Avenues there are benches against the buildings and palm trees, lamp posts, and trash cans along the curb. The result is that a 9' sidewalk becomes a 5' walking area. Pavers between curb and sidewalk increase the walking area.
Trees

Most blocks have at least one tree but the amount, spacing and variety of the trees vary. There is a mixture of trees throughout the area. In fact, on some blocks three varieties can be found. The main varieties are Palms, Oaks, and Elms. The amount of canopy trees, especially oak trees, are another unique feature of downtown Mount Dora. They provide many benefits but trees and their root systems are a limiting factor to sidewalk widths, placement of pavers, and landscaping options on many blocks.
Photo 6: Tree along north side of 4th Ave. west of Donnelly St

The placement of future trees is affected by sidewalks and building canopies that extend into the right-of-way. Therefore, it is sometimes difficult to maintain consistent spacing.

**Antique Lamp Posts**

Most blocks have lamp posts but the amount and spacing varies. They are fluted and tapered with acorn globes. Although the style is the same, the heights range from 8' to 12'. The blocks that do not have them are:

- 3rd Ave - Baker to Alexander - south side
- Donnelly – south of 3rd
- Baker – south of 3rd
- 4th Ave – west or railroad track

Lamp posts should be installed when these R/Ws are improved.

**Street Furniture**

The primary street furniture items are trash cans and benches. The same styles have been used for the last twenty years. Benches are wood or composite, seating or back, with cast iron bench ends. Trash receptacles are metal band design.
Building Canopies & Awnings

Building canopies and awnings that extend over most of the width of a sidewalk affect the placement and spacing of street lamps and trees. Canopies, awnings, arbors and marquees are allowed to be placed in the right of way. These structures provide shade, protect from rain and provide an architectural interest in the downtown area. Unfortunately they can obstruct the placement of trees and light poles. Design features must be adjusted to accommodate these studies.

Summary

The sidewalk and streetscape areas of the downtown core vary considerably. It appears that no block is exactly the same. The elements are consistent but their pattern and layout vary.

The blocks north of 4th Avenue have concrete or pavers that extend to the curb and have very little “green” space between the curb and sidewalk. Because of this trees are also limited, with mainly palms trees on a few blocks. The exception to this is the oak trees along the north side of 4th Ave. west of Donnelly Street and the few trees along the south side of Fifth Avenue.

South of 4th Avenue, sod and/or landscaping is the primary material between the sidewalk and curb. The exception to this is the pavers around the southeast corner of 4th and Donnelly.

There are some limiting factors that affect the redesign of the right of ways and the attempt for more consistency. Increasing walking area is an objective. The biggest obstacle to this is the trees.

Following the walking tour staff would like direction on the following issues:

1. Extent to which green space is replaced with hardscape.
2. The types of the tree to be used.
3. Type of hardscape to be used (i.e. concrete, pavor, brick, etc.)
4. Design & location of wayfinding and kiosks.

Attached at the end of the report are seven (7) block maps labeled “Downtown Sidewalks”. These maps represent the existing conditions on the following blocks.

Donnelly St 4th to 3rd
Alexander St 5th to 4th
        4th to 3rd
3rd Ave Baker to Donnelly
        Donnelly to Alexander
4th Ave Baker to Donnelly
        Donnelly to Alexander

Existing conditions are to scale and show sidewalk locations, tree type, and the material or surface between the curb and sidewalk.
RECOMMENDATIONS FOR FUTURE IMPROVEMENTS

The R/Ws were evaluated to determine what improvements could be done to meet the objectives of increasing walking area and design consistency.

In the attached tables, the block sides were organized into two categories, HIGHER PRIORITY BLOCKS and LOWER PRIORITY BLOCKS, based on the criteria listed below. The HIGHER PRIORITY table includes a description of existing conditions, constraints, and needs/work.

Map 3 indicates the priority of each area.

After further directions from City Council on design concepts, needs and priorities, a multi-year work program can be prepared.

The high priority areas were the ones that best met the following criteria. Widen sidewalks to at least 6’, as tree locations allow. Priority should be based on:

1. Width – narrowest is higher priority
2. Condition – poorer condition is higher priority
3. Use – higher pedestrian use is higher priority
4. Connectivity – install missing links, gaps between sidewalks

The lower priority areas were ranked as such for one of the following reasons.

1. Work has recently been completed
2. The area is in good condition relative to other areas
3. The area is constrained and can not be widened.

Maps 4A and 4B include descriptions of proposed improvements for each block area.
DATE: April 19, 2011

TO: Mayor and City Council

FROM: Mark Reggentin, Planning and Development Director

VIA: Michael Quinn, City Manager

RE: Second Reading and Adoption of Ordinance No. 2011-04 - Allowing Dog Friendly Dining Establishments

Recommendation:
Staff is not opposed to the above-referenced ordinance.

City Council, at their regularly scheduled meeting on April 5, 2011, recommended approval of First Reading of Ordinance 2011-04 and hold for Second Reading and Final Adoption on April 19, 2011.

References/Support:
Section 509.233 Florida Statutes

Background/Information:
As requested by the City Council, the City Attorney has prepared an ordinance allowing restaurants to accommodate dogs in designated areas with mandated restrictions. The attached ordinance follows the statute in terms of requirements for dog friendly dining.

Specifically the ordinance provides for:

- A one-time application for a dog friendly dining establishment
- Requirements for employee, patron and general public notification of the dog friendly status of the restaurant,
- Requirements for posting of rules and regulations regarding dog friendly dining,
- Sanitation requirements, and
- Enforcement.

Attachments:
Ordinance 2011-04
ORDINANCE 2011-04

AN ORDINANCE OF THE CITY OF MOUNT DORA, LAKE COUNTY, FLORIDA, CREATING SECTION 18.180 “CITY OF MOUNT DORA DOG FRIENDLY DINING PROGRAM”; PROVIDING FOR ALLOWANCE OF PATRONS’ DOGS AT CERTAIN OUTDOOR SEATING AREAS OF RESTAURANTS; PROVIDING DEFINITIONS; PROVIDING RESTRICTIONS AND REQUIREMENTS RELATED TO ALLOWANCE OF DOGS AT OUTDOOR SEATING AREAS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 509.233, Florida Statutes, creates a limited exemption from certain State regulations, which exemption allows restaurant meeting the specified requirements to allow dogs in designated outdoor seating areas; and

WHEREAS, Section 509.233, Florida Statutes, is a local option exemption which requires a local government to “opt-in”; and

WHEREAS, the City of Mount Dora is a dog friendly community; and

WHEREAS, the City Council of the City of Mount Dora has determined it is in the best interest of the City of Mount Dora, its residents and guests to “opt-in” to the exemption created by Section 509.233, Florida Statutes, and allow patrons’ pets at outdoor restaurant seating areas that comply with the conditions and requirements of Section 509.233 and this Ordinance.

NOW THEREFORE, BE IT Enacted by the City of Mount Dora, Florida:

SECTION 1: Authority: The City of Mount Dora has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapter 166, Florida Statutes and Section 509.233, Florida Statutes.

SECTION 2: Amendment of Existing Code: The Mount Dora City Code, Chapter 18, Animals, is hereby amended to include a new Section 18.180, entitled “City of Mount Dora Dog Friendly Dining Program.”

Sec. 18.180. City of Mount Dora Dog Friendly Dining Program

(a) Definitions.

The following words, terms and phrases, when used in this Section, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:
"Division" means the Division of Hotels and Restaurants of the State of Florida Department of Business and Professional Regulation.

"Dog" means an animal of the subspecies Canis lupus familiaris.

"Outdoor area" means an area adjacent to a public food service establishment that is predominantly or totally free of any physical barrier on all sides and above.

"Patron" has the meaning given to "guest" by section 509.013, Florida Statutes.

"Public food service establishment" has the meaning given it by section 509.013, Florida Statutes.

(b) Permit Required; Submittals.

In order to protect the health, safety, and general welfare of the public, a public food service establishment is prohibited from having any dog on its premises unless it possesses a valid permit issued in accordance with this part. Said permit shall remain valid for such time as the applicant maintains ownership of the food service establishment unless revoked by the City pursuant to subparagraph (f) below. Applications for a permit under this part shall be made to the Planning and Development Department, on a form provided for such purpose by the City, and shall include, along with any other such information deemed reasonably necessary by the City in order to implement and enforce the provisions of this part, the following:

(i) The name, location, and mailing address of the subject public food service establishment.

(ii) The name, mailing location, and telephone contact information of the permit applicant.

(iii) A diagram and description of the outdoor area to be designated as available to patrons' dogs including dimensions of the designated area; a depiction of the number and placement of tables, chairs, and restaurant equipment, if any; the entryways and exits to the designated outdoor area; the boundaries of the designated area and of any other areas of outdoor dining not available for patrons' dogs; any fences or other barriers; surrounding property lines and public rights-of-way, including sidewalks and common pathways; and such other information reasonably required by the City. The diagram or plan shall be accurate and to scale but need not be prepared by a licensed design professional.

(iv) A description of the days of the week and hours of operation that patrons' dogs will be permitted in the designated outdoor area.
(v) All application materials shall contain the appropriate division issued license number for the subject public food service establishment.

(vi) All applications shall be accompanied by payment of an application fee of $100.00.

(c) General Regulations: Cooperation; Enforcement.

In order to protect the health, safety, and general welfare of the public, and pursuant to section 509.233, Florida Statutes, all permits issued pursuant to this part are subject to the following requirements:

(i) All public food service establishment employees shall wash their hands promptly after touching, petting, or otherwise handling any dog. Employees shall be prohibited from touching, petting, or otherwise handling any dog while serving food or beverages or handling tableware or before entering other parts of the public food service establishment.

(ii) Patrons in a designated outdoor area shall be advised by the food service establishment that they should wash their hands before eating. Waterless hand sanitizer shall be provided at all tables in the designated outdoor area.

(iii) Employees and patrons shall be instructed by the food service establishment that they shall not allow dogs to come into contact with serving dishes, utensils, tableware, linens, paper products, or any other items involved in food service operations.

(iv) Patrons shall keep their dogs on a leash at all times and shall keep their dogs under reasonable control.

(v) Dogs shall not be allowed on chairs, tables, or other furnishings.

(vi) All table and chair surfaces shall be cleaned and sanitized with an approved product between seating of patrons. Spilled food and drink shall be removed from the floor or ground between seating of patrons.

(vii) Accidents involving dog waste shall be cleaned immediately and the area sanitized with an approved product. A kit with the appropriate materials for this purpose shall be kept near the designated outdoor area.

(viii) At least one sign reminding employees of the applicable rules, including those contained in this part, and those additional rules and regulations, if any, included as further conditions of the permit by the City, shall be posted in a conspicuous location frequented by employees within the public food service establishment. The mandatory sign shall be not less than eight and one-half inches
in width and eleven inches in height (8½ x 11) and printed in easily legible
typeface of not less than twenty (20) point font size.

(ix) At least one sign reminding patrons of the applicable rules, including those
contained in this part, and those additional rules and regulations, if any, included
as further conditions of the permit by the City, shall be posted in a conspicuous
location within the designated outdoor portion of the public food service
establishment. The mandatory sign shall be not less than eight and one-half inches
in width and eleven inches in height (8½ x 11) and printed in easily legible
typeface of not less than twenty (20) point font size.

(x) At all times while the designated outdoor portion of the public food service
establishment is available to patrons and their dogs, at least one sign shall be
posted in a conspicuous and public location near the entrance to the designated
outdoor portion of the public food service establishment, the purpose of which
shall be to place patrons on notice that the designated outdoor portion of the
public food service establishment is currently available to patrons accompanied
by their dog or dogs. The mandatory sign shall be not less than eight and one-half
inches in width and eleven inches in height (8½ x 11) and printed in easily legible
typeface of not less than twenty (20) point font size.

(xi) Dogs shall not be permitted to travel through indoor or undesignated outdoor
portions of the public food service establishment, and ingress and egress to the
designated outdoor portions of the public food service establishment shall not
require entrance into or passage through any indoor or undesignated outdoor
portion of the public food service establishment.

(d) Non-Transferability of Permits.

A permit issued pursuant to this Section shall not be transferred to a subsequent owner
upon the sale or transfer of a public food service establishment, but shall expire
automatically upon such sale or transfer. The subsequent owner shall be required to
reapply for a permit pursuant to this part if such owner wishes to continue to
accommodate patrons' dogs.

(e) Complaints and Reporting.

In accordance with section 509.233(6), Florida Statutes, the Code Enforcement Officer
shall accept and document complaints related to the Dog Friendly Dining Program within
the City of Mount Dora, Florida, and shall timely report to the division all such
complaints and the City's enforcement response to such complaint. The City Manager or
designee shall also timely provide the division with a copy of all approved applications
and permits issued pursuant to this part.
(f) Enforcement

Any public food service establishment that fails to comply with the requirements of this Section shall be guilty of violating this Section of the City of Mount Dora Code of Ordinances and shall be subject to any and all enforcement proceedings consistent with the applicable provisions of this Code and general law. Each day a violation exists shall constitute a distinct and separate offense. The City shall have the authority to revoke a permit issued pursuant to this Section for repeated violations of the requirements of this Section.

SECTION 3: Codification: Section 2 of this Ordinance shall be codified and made part of the City of Mount Dora Code of Ordinances.

SECTION 4: Severability: It is the intent of the City Commission of the City of Mount Dora, and is hereby provided, that if any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 5: Effective Date: This Ordinance shall become effective upon adoption.

PASSED AND ORDAINED this 19th day of April, 2011, by the City Council of the City of Mount Dora, Florida.

Attest:

Gwen Johns, City Clerk
City of Mount Dora

Melissa DeMarco, Mayor
City of Mount Dora

Date of First Reading: April 5, 2011
Date of Second Reading: April 19, 2011
Duly Advertised: April 8, 2011

Approved as to form:

Clifford B. Shepard, City Attorney
City of Mount Dora
RESOLUTION NO. 2011-07

A RESOLUTION OF THE CITY OF MOUNT DORA, LAKE COUNTY, FLORIDA, AUTHORIZING PARTICIPATION IN A GOLDEN TRIANGLE CITIES COMMITTEE ON FIRE SERVICE REGIONALIZATION, DESIGNATING THE CITY MANAGER AND FIRE CHIEF AS OUR REPRESENTATIVES ON THE COMMITTEE, PROVIDING FOR SEVERABILITY AND CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the delivery of professional fire and emergency medical services has historically been a critical basic component in the delivery of municipal services to protect and serve our citizens and community; and

WHEREAS, the Cities of Mount Dora, Eustis and Tavares have a long history of mutual aid and cooperation in providing essential fire and emergency services to the public; and

WHEREAS, the three Cities desire to explore further areas for enhancing operational efficiencies and effectiveness beyond mutual aid agreements which may impact operational structure, procedure and delivery of fire and emergency medical services for our regional area;

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

Section 1. A Joint Committee on Regional Fire and EMS will be formed by the Cities of Mount Dora, Eustis and Tavares to study and recommend findings that will enhance the overall effectiveness and delivery of coordinated fire and emergency medical services to our regional area.

Section 2. Each City shall appoint the City Manager and Fire Chief as their respective representatives to the Joint Committee and shall collectively meet to review the issues and impacts as well as meet with other agencies and resources necessary for formulating their recommendations.

Section 3. This Joint Committee shall periodically report progress to the respective City Councils and shall forward their recommendations as necessary with the intent that the Joint Committee shall be considered complete when a final report is issued or the Joint Committee services are terminated by the majority vote of two of the three City Councils.

Section 4. Severability: If any section, sentence, word or portion of this Resolution 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 Resolution not otherwise determined to be invalid, unlawful or unconstitutional.

Section 5. Conflicts: All resolutions or parts of resolutions in conflict herewith are hereby revoked.
Section 6. This Resolution shall take effect upon its adoption.

PASSED AND RESOLVED this _____ day of ____________, 2011, by the City Council of the City of Mount Dora, Florida.

__________________________________
Melissa DeMarco, Mayor

ATTEST:

By: ________________________________
   Gwen Keough-Johns, City Clerk

Approved as to form:

______________________________
Clifford Shepard, City Attorney
RESOLUTION NO. 2011 - 08

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO AUTHORIZING INTER-FUND LOANS, SETTING TERMS OF SUCH LOANS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to institute inter-fund loans to provide sufficient funding for the Library Expansion Project; and

WHEREAS, the City of Mount Dora General Fund has sufficient cash balance to provide the loans to the Library Impact Fee Fund; and

WHEREAS, the City of Mount Dora desires to use the most cost effective methods of managing its debts; and

WHEREAS, the City of Mount Dora desires to establish the terms for long-term inter-fund loans as required by the City's Debt Management Policy.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mount Dora, as follows:

SECTION 1. The City hereby authorizes an inter-fund loan to the Impact Fee Fund (sub-fund Library Impact Fees) in the amount not to exceed $600,000 from the General Fund.

SECTION 2. A repayment schedule shall be established by the Finance Department with annual payments each September of a minimum of 1/20th of the principal amount as well as quarterly interest payments paid in arrears with an interest rate based upon the quarterly calculated investment return of the Pooled Cash and Investments Fund.

SECTION 3. These loans, with accrued interest, are payable solely from and secured by a lien upon the revenues of the Impact Fee Fund (sub-fund Library Impact Fees).

SECTION 4. These loans shall not constitute a general obligation or indebtedness of the City of Mount Dora within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely from and secured by a lien upon the Pledged Revenues as herein provided.

SECTION 5. The Finance Director and staff are hereby authorized and directed to prepare the necessary documents, to determine the annual payments to be included in the Budget and any other actions required to accomplish the intent of this resolution.
SECTION 6. This Resolution shall take effect immediately upon approval by Council and the signature of the Mayor.

PASSED AND RESOLVED this ____ day of April 2011, by the City Council of the City of Mount Dora, Florida.

By: ______________________________
Melissa DeMarco, Mayor
City of Mount Dora

ATTEST:

By: ______________________________
Gwen Keough-Johns, City Clerk
City of Mount Dora

Approved as to form:

By: ______________________________
Clifford Shepard, City Attorney
Proclamation
Building Safety Month - May, 2011

Whereas, our city’s continuing efforts to address the critical issues of safety, energy efficiency and sustainability in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound, and;

Whereas, our confidence is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas, these guardians—dedicated members of the International Code Council—develop and implement the highest-quality codes to protect Americans in the buildings where we live, learn, work, worship, play, and;

Whereas, the International Codes, the most widely adopted building safety, energy and fire prevention codes in the nation, are used by most U.S. cities, counties and states; these modern building codes also include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires and earthquakes, and;

Whereas, Building Safety Month is sponsored by the International Code Council and International Code Council Foundation, to remind the public about the critical role of our communities’ largely unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings, and;

Whereas, “Building Safety Month: ”An International Celebration of Safe and Sensible Structures” the theme for Building Safety Month 2011, encourages all Americans to raise awareness of the importance of building safety; green and sustainable building; pool, spa and hot tub safety; and new technologies in the construction industry. Building Safety Month 2011, encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies, and,

Whereas, each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments and federal agencies in protecting lives and property.

Now, therefore, it is hereby proclaimed that the month of May, 2011, is Building Safety Month in the City of Mount Dora Accordingly: our citizens are encouraged to join communities across America to participate in Building Safety Month activities.

Signed and sealed, this ___ day of ______, in the year Two Thousand and Eleven.

Melissa DeMarco, Mayor

Gwen Keough-Johns, City Clerk
DATE: April 19, 2011

TO: City Council

FROM: Michael Quinn

RE: Assumption of Lease – Lake County Waterways

**Recommendation:** Adopt per Motion the attached Assumption Agreement by Rusty Anchor via Scott Alderman of the lease in effect with Lake County Waterways that was previously issued to Tim Coates.

**References/Support:** See Attachments

**Background/Information:** The attached Assumption Agreement allows the legal assumption of the duties and responsibilities contained in the lease to be transferred to the new owner/operator via Scott Alderman of the Rusty Anchor, Inc. Scott actually had the prior lease arrangement to operate a boat rental/tour business from our public docks at Fourth Avenue dating back to April, 1991. The current lease is valid until September 30, 2012 and is attached as Exhibit A to this Assumption Agreement. Mr. Alderman will operate under this lease until a new lease is negotiated upon term expiration or there is mutual benefit to do so earlier based upon need.

**Attachments:**
1. Assumption Agreement with Exhibit A
ASSUMPTION AGREEMENT

This Assumption Agreement, effective as of the _____ day of April, 2011, is made by and between the City of Mount Dora ("Lessor"), a political subdivision of the State of Florida and Rusty Anchor, Inc., ("Lessee") a Florida corporation located at 408 Lake Dora Road, Mount Dora, Florida 32757.

WHEREAS, on September 16, 2008, the City of Mount Dora and Lake County Waterways, Inc. entered into the lease agreement attached hereto as Exhibit “A” (the “Lease”) the terms of which are hereby incorporated herein;

WHEREAS, Lake County Waterways, Inc. is no longer able to continue its role defined by the Lease;

WHEREAS, the City of Mount Dora wishes to continue its role as Lessor under the Lease; and

WHEREAS, Rusty Anchor, Inc., has expressed interest in assuming the responsibilities due to Lessor by Lessee under the Lease.

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

1. The Lease is hereby modified as such that Rusty Anchor, Inc. shall be known as the sole “Lessee” under the Lease and shall assume all responsibilities and rights due pursuant to the Lease.

2. Lessor accepts Lessee’s pledge to assume all responsibilities and rights due under the Lease.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Assumption Agreement on the day and year first written above.

LESSOR: City of Mount Dora, Florida

By: ____________________________
    Melissa DeMarco, Mayor

Attest:

By: ____________________________
    Gwen Johns, City Clerk

LESSEE: Rusty Anchor, Inc.

By: ____________________________
    Robert S. Alderman, Director
LEASE AGREEMENT

On September 14, 2008 the CITY OF MOUNT DORA, ("Lessor"), a political subdivision of the State of Florida and LAKE COUNTY WATERWAYS, INC., ("Lessee"), a Florida corporation located at 1031 Mellathon Circle, Leesburg, FL 34748, enter into this Lease Agreement.

BACKGROUND:

Lessor owns the City Docks at Fourth Avenue on Lake Dora in Mount Dora, Florida, 32757.

Lessor supports the commercial lease of designated public dock facilities to enhance tourism and downtown visitations and activities for economic benefit.

Lessor and Lessee have had a similar lease agreement since December 5, 2006; and Lessor has had prior lease agreements for similar purposes since April 2, 1991.

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

1. PROPERTY.

The property subject to this lease is commonly identified as the City Docks at Fourth Avenue on Lake Dora. It is an extension of the Right-of-Way owned by Lessor for Fourth Avenue.

2. TERM.

The term of this Lease Agreement commences on October 1, 2008 and shall continue per the provisions of this Lease Agreement until September 30, 2012. The parties may extend this term for an additional year upon the written consent of the Owner of Lake County Waterways, Inc. and the City Manager of Lessor provided that no other provisions of this Lease Agreement have changed.

3. RENT.

Lessee shall pay to Lessor rent of Two Hundred Dollars ($200.00) per month plus any applicable sales or other taxes levied on rental payments. Rent is due on the first day of each month for the first two years of the term of this Lease Agreement. First month’s rent is due in advance upon the execution of this Lease, and prior to occupancy by Lessee. The rent amount will increase to Two Hundred and Ten Dollars ($210.00) effective October 1, 2010; and to Two Hundred and Twenty Dollars ($220.00) effective October 1, 2011.

EXHIBIT "A"
4. USE.

Lessee will use the premises as an embarkation and debarkation area for Lessce’s tour vessels, for the sale of tickets, for customer services, and for operation of the tour boat business. Customer services include, but are not limited to: tours on Lake Dora and related bodies of water, dinner and special event cruises, water taxi connection, and other water related transportation functions. The premises are a public facility, thus the conduct and performance of Lessee and his agents or employees shall be professional and courteous at all times of operation. Lessee will provide services on a fair, equal, and not unjustly discriminatory basis to all customers and dock users and will charge fair, reasonable, and not unjustly discriminatory prices for services provided that discounts for volume purchasers are allowed. Lessee shall not make any other use of the premises without obtaining the prior written consent of Lessor.

Lessee’s use of Lessor’s dock space is limited to three (3) reserved dock slips. Lessor will reserve for Lessee the three westerly dock slips of the facility. On limited occasions Lessor may substitute the most southerly of the three slips used for water taxi services with the most northerly dock space at the end of the T-dock facility. The remaining three dock slips located on the eastern inside portion of the facility shall remain available for general public use unless temporarily closed due to special events or special circumstances.

5. WATER TAXI COORDINATION.

The most southerly of the three dock slips leased under this Agreement is equipped with pilings and gates to accommodate the front-loading water taxis owned by the City of Tavares. If there is a scheduled event where the water taxis are in operation to travel to and from Mount Dora via these City Docks, Lessee must vacate this particular dock slip prior to the day of the scheduled event. Lessee will have, as an option, the ability to relocate any docked vessel to the northerly dock space at the end of the T-dock facility until the special event has ended and Lessee is able to relocate back to the prior dock slip for moorage as necessary. Lessor will provide Lessee at least 24-hour notice of such special events, beyond those listed below, where the water taxis are scheduled for operation. The current noticed special events are the following:

- October 16-18, 2008: Bass Pro Shop Nat. Crappie Fishing Tournament
- Oct. 31 – Nov. 1, 2008: Lake County Green Fair
- January 9-11, 2009: Train Festival
- January 23-24, 2009: Bass Pro Shop Crappie State Championship
- March 27-29, 2009: Sunnyland Antique Classic Boat Show
- May 30-31, 2009: Planes, Trains, and BBQ

6. UTILITIES.

Lessee will secure and pay for all utilities serving the premises, which include but are not limited to: electricity, water, sanitation, sewer, telephone, communications, and all other
utilities and services attributable to the operation of the prescribed use in this Lease Agreement. Lessee will hold Lessor harmless from any loss or damage, including attorney fees, arising out of failure by Lessee to pay all utility charges when due.

7. INSURANCE.

Lessee will purchase general liability insurance to insure the property against damage by fire, other casualties, and bodily injury occurring on the premises. All insurance coverage will be with insurer(s) approved by Lessor and licensed by the State of Florida to engage in the business of writing insurance. Lessee shall name Lessor on the insurance policy as “additional named insured”. Lessee will furnish to Lessor proof of all required insurance prior to execution of this Lease Agreement. The general liability insurance shall have minimum limits of coverage of One Million Dollars ($1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Lessee will provide to Lessor written notice of cancellation or reduction in coverage of any policy in which Lessor is named as an additional insured party no less than thirty (30) days in advance of cancellation or reduction. Lessee is responsible for insuring all of Lessee’s personal property on the premises.

8. MAINTENANCE.

Lessee will maintain the interior and exterior of the premises along with the lawn and grounds. Lessee will keep the exterior of the premises in a clean and sightly condition at all times. Lessee will bear the full expense of repairing any damage or destruction caused by Lessee, its agents, servants, employees, patrons and customers, clients, or others on the premises at the behest of Lessee. All boats rented by Lessee must meet all applicable State and Federal requirements, including U.S. Coast Guard requirements, for recreational and commercial boats. Lessee will keep all boats rented by Lessee in a clean and safe condition at all times.

Lessee will apply best management practices for Moorage Maintenance at the leased which include but are not limited to the practices listed below. Lessee will not:

1) discharge oily or dirty bilge water.

2) discharge or dispose of used oil, antifreeze, paint solvents, varnishes or batteries on the premises, either in or out of the water.

3) perform any major work or outfitting, painting, sandblasting or welding on boats moored at said premises unless it is an emergency situation approved by Lessor.

4) leave any equipment, gear, fuel or other items unattended on the docks; and shall promptly store said items appropriately.

5) allow residency aboard any boat moored on the premises covered by this Lease.
9. FACILITIES.

Lessee will maintain a local office at the premises from which to process boat rental transactions. Lessee will post Hours of operation, schedule, and other pertinent at the premises. Lessee will ensure the at least one responsible employee of Lessee is available during boat rental hours.

10. ALCOHOLIC BEVERAGES.

Lessee will not sell, serve, consume, or allow any third party to consume alcoholic beverages on the premises.

11. ENTRY AND INSPECTION.

At any reasonable time, Lessor may enter the leased premises personally or through a designated agent and conduct an inspection to determine if Lessee is complying with the provisions of this lease. If Lessor’s inspection reveals deficiencies, Lessor may, but is not obligated to, make repairs or take any other action necessary to bring Lessee into compliance. If Lessor makes repairs or takes action, Lessee will reimburse Lessor in full for all associated costs. The parties acknowledge that associated costs are considered additional rent due immediately from Lessee. Failure by Lessee to pay these sums to Lessor may result in Lessor’s termination of this Lease.

12. ALTERATIONS AND IMPROVEMENTS.

Lessee will make no alterations or improvements to the premises nor erect any signs unless Lessor has reviewed the plans and provides written consent before Lessee commences such work. All work completed at Lessee’s request will conform to applicable codes and be performed by licensed and bonded contractors. Lessee has no power or authority to subject the Lessor’s interest in the premises to liens of any kind against Lessor’s interest during this lease. If any third party files a lien, Lessee, either by payment or bond will release Lessor’s interest from the legal effect of such lien. In such an event, all alterations or improvements on the premises will become the property of the Lessor.

13. INDEMNITY.

Lessee will indemnify, save harmless, and exempt Lessor, its officers, agents, and employees from any and against any and all suits, actions, legal proceedings, claims, demands, damage costs, expenses, and attorney’s fees incident to the performance of this Lease Agreement.

14. COMPLIANCE WITH LAWS.

Lessor reserves the right to adopt, in addition to the provisions contained within this Lease Agreement and existing applicable ordinances, any additional regulations Lessor
chooses to adopt in the exercise of its powers. Lessee shall conduct all operations hereunder in compliance with all applicable laws, and shall not permit any violations of law on or to remain on the premises.

15. ASSIGNMENT.

Lessee shall not assign this Lease Agreement without the prior written consent from Lessor, which Lessor may not be unreasonably withhold so long as Lessee is not in default of this Lease Agreement, no change in use is made, and the assignment will not violate any other agreements by Lessor. Lessor need not consent to any sublease or assignment as long as any default by Lessee remains in existence.

16. NOTICE.

As required for any purpose in this agreement, the parties shall address and send notice by certified U.S. mail, return receipt requested to:

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

Lessee: Tim & Marie Coates
1031 Mellathon Circle
Leesburg, FL 34748

17. DAMAGE BY LESSEE OR BY FIRE AND CASUALTY.

In the event the premises are damaged by fire or other casualty, not caused by the negligent or deliberate acts of Lessee, its agents, employees or guests, Lessor may elect to repair the damage within a reasonable time or elect to terminate this Lease. If Lessor elects to terminate this Lease under such conditions, any insurance proceeds payable due to fire or other casualty become the sole property of Lessor. If the premises are damaged by the intentional acts or omissions of the Lessee or any of its agents, servants, employees or guests, Lessee shall restore the premises within a reasonable time at Lessee’s expense.

18. DEFAULT AND TERMINATION.

The failure of Lessee to perform the services contemplated in this Lease Agreement in a proper manner or to comply with any of the terms of this agreement are grounds for Lessor’s termination of this agreement. In the event of a default by Lessee under this Lease Agreement which continues longer than five (5) days after the Lessor provides written notice to Lessee demanding Lessee cure the default, Lessor may terminate this lease and resume possession of the premises immediately or Lessor may cure the default and charge the costs associated with the cure to Lessee. Lessee will pay to Lessor
liquidated damages of fifty ($50.00) dollars per day for each day that Lessee fails to surrender possession of the premises to Lessor in accordance with this Lease Agreement after termination. Lessor is entitled to recovery of all attorney fees and costs associated with any default by Lessee. In the event that Lessee files a protest of the Lessor’s notice of default within five days of receipt of said notice, the City Council shall schedule a meeting to determine the reasonableness of Lessor’s declaration of default and make a final decision binding the parties.

19. CUMULATIVE REMEDIES.

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

20. COSTS AND FEES.

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

21. GOVERNING LAW.

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

22. BINDING EFFECT.

This Lease is binding on, and inures to the benefit of, not only Lessor and Lessee, but also their respective successors and assigns.

23. SEVERABILITY.

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

24. ENTIRETY OF AGREEMENT.

This Lease Agreement, consisting of pages 1 – 7, sets forth the entire agreement of the parties and takes precedence over all prior representations, negotiations and agreements, whether oral or written, which are deemed to have merged into this lease and to have
been extinguished to the extent not set forth specifically within this Lease Agreement. This Lease Agreement may not be amended in any manner whatsoever, other than by written instrument executed by both parties.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Lease on the day and year first above written.

LESSOR: City of Mount Dora, Florida
By: [Signature]
Melissa DeMarco, Mayor

Attest:
By: [Signature]
Michael Quinn, City Manager

LESSEE:
By: [Signature]
Tim Coates

[Signature]
Marie Coates
DATE: April 19, 2011

TO: Mayor and City Council

FROM: Randall Scoggins, Chief of Police
Chairman, Mount Dora Police Officers Pension Board

VIA: Mr. Michael Quinn, City Manager

RE: Re-Appointment of Robert Marai as a Police Pension Board Member

**Recommendation:**

Re-appointment of Robert Marai as a member of the Police Officers Pension Board.

**Discussion:**

The Mount Dora Police Officers Pension Board is made up of five (5) voting members. Two (2) members are elected by the plan membership, two (2) members are appointed by City Council, and one (1) member is selected by the other four (4) members of the Board and then confirmed by Council.

Mr. Bob Marai was appointed on September 7, 2010 to serve the remainder of Mr. Vasco Watters’ term which ends on June 30, 2011. Mr. Watters resigned to run for City Council. This position is Council appointed.

Attached please find a letter from Mr. Marai requesting reappointment for a full four (4) year term.

On behalf of the pension board, I respectfully request that City Council appoint Robert Marai for a four (4) year term beginning June 30, 2011.

**Coordination:**

Mount Dora Police Officers Pension Board

**Budgetary Impact:**

None
April 19, 2011

Mayor Melissa DeMarco
City Council Members
510 North Baker Street
Mount Dora, FL 32757

Subject: Appointment to Police Pension Board

Dear Mayor DeMarco:

I was appointed by City Council to serve on the Mount Dora Police Officers’ Pension Board on September 7, 2010 to fill the vacancy created by the resignation of Vasco Watters. Mr. Watters’ original term ends on June 30, 2011.

I have found my service on the Pension Board to be rewarding and challenging.

I respectfully request appointment to a four (4) year term beginning June 30, 2011.

Sincerely,

Robert Maraio
8057 Laurel Ridge Drive
Mount Dora, FL 32757