MOUNT DORA CITY COUNCIL CLOSED MEETING
August 16, 2011 6:30 p.m.
City Hall Conference Room – 1st Floor, 510 North Baker Street

AGENDA

CALL TO ORDER:

THE CITY COUNCIL WILL BE HOLDING A CLOSED MEETING WITH THE CITY MANAGER AND LEGAL COUNSEL PURSUANT TO FLORIDA STATUTE 447.605(1) RELATIVE TO COLLECTIVE BARGAINING.

THE REGULAR CITY COUNCIL MEETING WILL BE OPEN TO THE PUBLIC AT 7:00 P.M.

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.
COMMUNITY REDEVELOPMENT AGENCY BOARD
August 16, 2011, 7:00 p.m.
City Hall Board Room, 510 North Baker Street

AGENDA

CALL TO ORDER:

ITEMS FOR CRA BOARD ACTION/DISCUSSION PAGE

1. Non-Profit Event Grant Program FY 2012 05

2. Commercial Property Improvement Incentive Grant Program FY 2012 14

OTHER BUSINESS

ADJOURNMENT

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MOUNT DORA CITY COUNCIL REGULAR MEETING
August 16, 2011 Immediately following CRA Board
City Hall Board Room, 510 North 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 Fee Waiver Request from the Center for the Arts 21
2. Approval of Fee Waiver Request from Community Christian Youth Theater 42
3. Approval of Tree Trimming Contract for Electric Distribution/Service Lines 58
4. Approval of Amended Territorial Agreement with Progress Energy 62
5. Approval of City Council Meeting Minutes dated August 2, 2011 80

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1. Final Reading and Adoption of Ordinance 2011-12, Voluntary Annexation 0.29 acre; South of Old Eustis Road/US Hwy 441 and East of Morningside Drive (1680 Old Eustis Rd); GWH&D Properties, LLP (Owner); The Dermatology Group, PA (Applicant); American Civil Engineering, Inc. (Project Engineer) 87

2. Final Reading and Adoption of Ordinance 2011-13 Change in Zoning from County R-1 to City R-2; 0.29 acre; South of Old Eustis Road/ US Hwy 441 and East of Morningside Drive (1680 Old Eustis Rd); GWH&D Properties, LLP (Owner); The Dermatology Group, PA (Applicant); American Civil Engineering, Inc. (Project Engineer) 98
ORDINANCES CONT’D

3. First Reading of Ordinance 2011-14, Parks & Recreation Advisory Board Meetings 107
4. First Reading of Ordinance 2011-15, City Council Minimum Duration Residency 111

COUNCIL CONSIDERATION/DISCUSSION OF DEPARTMENTAL TOPICS

CITY MANAGER

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2. Fourth Avenue Dock Capital Financing 119
3. Utility Group Water Conservation Proposal 124

FINANCE

1. Discussion of Budget Issues 128

PLANNING & DEVELOPMENT

1. Donnelly Street Sidewalk/Streetscape Project – 5th Avenue to 4th Avenue 131

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/%7BCE77DD52-37B8-4733-9A4F-3B6C08DB1CF6%7D.PDF

CITY ATTORNEY INFORMATION/REPORTS

OTHER BUSINESS

MEETING NOTICES

ADJOURNMENT

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DATE: August 16, 2011

TO: Mount Dora CRA Board

FROM: Gus Gianikas, Planning & Development

VIA: Michael Quinn, City Manager

RE: CRA Non-Profit Event Grant Program

**Recommendation:** The CRA Advisory Committee and staff recommend the following for the CRA Non-Profit Events Grant program for 2012.

- **Budget:** $45,000
- **Maximum Grant/Event**
  - Event Grants – Use: $ 5,000
  - Reimbursement of City fees

Based on the proposed new maximum grant amount, the existing seven (7) events that have been receiving annually funding would use approximately $25,000. The Advisory Committee recommends the remainder of the budget be used for new events, including ones in the Community Building.

**References/Support:** Revised CRA Grant Application is attached.

**Background/Information:** The CRA has had a Non-Profit Event Grant Program grant since 2004. The budget has ranged from $40,000 - $50,000 since FY 2006. The seven events/activities that have been funded during this time are listed below.

1. Art Festival – Center for the Arts
2. Craft Fair – Village Merchants
3. Bike Festival – Chamber of Commerce
4. Music Festival – Music Festival
5. Plant & Garden Fair – Library Association
6. Historic Museum Operation – Historic Society
7. Visitor Center Operation – Chamber of Commerce
The grant amounts have been based on City fees for required City services. The two large events, Arts Fair and Craft Festival have been funded for $5,000 - $15,000 and the smaller events have been funded for $2,500 to $5,000. The on-going programs, Historic Museum and Visitor Center have been funded on the same level as a small event. The visitor center has only received funding the last two years.

**Attachments:** CRA Grant Application (revised); Example of non-profit organization budget
CRA GRANT APPLICATION
Fiscal Year 2011-2012

SECTION A. PROGRAM INFORMATION
1. Grant program location: ________________________________
2. Program name: ________________________________
   If the program is an event, Event Date: ________________
3. Program type: ________________________________
4. Amount of grant funds requested: $__________________
5. Estimated number of Mount Dora residents expected to be served: ________________
6. Cost per participant: $__________________

SECTION B. CONTRACTOR INFORMATION
Identify the agency and official who will sign the Certification of Assurances, if selected for a grant award.
1. Grantee agency name: ________________________________
2. Authorized Official’s name: ________________________________
3. Street address: ________________________________
4. City: ________________________________ Florida Zip Code: ________________
5. Telephone number: ________________________________ Fax Number: ________________________________
6. Federal Identification Number: ________________________________
7. Contractor agency status:  □ Governmental  □ Private not-for-profit  □ Private for profit
8. Name of fiscal officer: ________________________________ Telephone number: ________________________________
9. Name of fiscal agency, if not grantee: ________________________________
10. Program Director’s name: ________________________________ Telephone number: ________________________________
11. Mailing address for all program correspondence: ________________________________

SECTION C. CERTIFICATION OF ASSURANCES
I do hereby certify that all facts, figures, and representations made in this application are true and correct. Furthermore, all applicable statutes, regulations, and procedures for program compliance and fiscal control will be implemented to ensure proper accountability for grant funds. I certify that the funds requested in this application will not supplant funds that would otherwise be used for the purpose set forth in this project. The filing of this application has been authorized by the Grant Applicant and I have been duly authorized to act as the representative of the contractor in connection with this application.

Authorized Official Signature ________________________________ Date ________________________________ Authorized Official’s Name (typed) ________________________________
SECTION D: SUMMARY

1. Briefly describe the organization's mission or most significant activities?

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

2. How will your program/event benefit the community?

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

3. Are you based out of Mount Dora?  ☐ Yes  ☐ No

4. What are the services/activities that will be provided?  Who will provide these services/activities?

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

5. What is the target population and briefly describe the local geographical service areas:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

6. What are the program's objectives and desired outcomes: (Example: reduce truancy by 20%)

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

7. Has your organization received previous funding from the City of Mount Dora?  If so, what date was it received, how much was received and for what program?  Please attach information regarding the use of those previous funds and program outcomes.

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

CHECKLIST OF ITEMS THAT MUST BE ATTACHED TO APPLICATION:

✓ Copy of latest organizational budget.
✓ Copy of official IRS designation as 501(c)(3) or 501(c)(4).
✓ "Part I Summary" of the IRS form 990 from previous year listing revenue, expenses and net assets.
✓ List of other funding sources.
✓ Information on use of any previous City grant funds and program outcomes.
SECTION E: BUDGET NARRATIVE

For each budget category, describe in detail the items or services that will be purchased with grant funds. Also include information on total program/organization expenses and other sources of revenue.

1. Total program cost: ____________________________
   a. Employees/Contractual Staff or Services:
      __________________________________________
      __________________________________________
      __________________________________________
   b. Materials/Supplies:
      __________________________________________
      __________________________________________
      __________________________________________
   c. Postage:
      __________________________________________
      __________________________________________
      __________________________________________
   d. Rent/Telephone/Utilities:
      __________________________________________
      __________________________________________
      __________________________________________
   e. Training/Seminars:
      __________________________________________
      __________________________________________
      __________________________________________
   f. Travel:
      __________________________________________
      __________________________________________
      __________________________________________
   g. Other expenses:
      __________________________________________
      __________________________________________
      __________________________________________

2. Total Program Revenues: _________________________
   a. Fund-raising revenues: _________________________
   b. Grant funding: ________________________________
   c. Other revenues: ________________________________

3. Disposition of unused funds or proceeds from fund-raisers:
   __________________________________________
   __________________________________________
   __________________________________________
SAMPLE OF EVENT BUDGET BALANCE SHEET, AND PROFIT & LOSS
### 2011 Actual Vs Budget as of 3/28/11

#### Income

<table>
<thead>
<tr>
<th>Category</th>
<th>2010/2011 Budget</th>
<th>YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ticket Sales</td>
<td>$25,750.00</td>
<td>$32,780.00</td>
</tr>
<tr>
<td>Corporate Sponsors</td>
<td>$250.00</td>
<td>$360.00</td>
</tr>
<tr>
<td>Foundation Gifts/Grants</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Private Sponsors</td>
<td>$2,000.00</td>
<td>$3,650.00</td>
</tr>
<tr>
<td>Government Support</td>
<td>$1,285.12</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>In-Kind Support (other)</td>
<td>$14,000.00</td>
<td>$27,091.76</td>
</tr>
<tr>
<td>Mount Dora CRA Grant</td>
<td>$3,260.00</td>
<td>$3,300.00</td>
</tr>
<tr>
<td>Vendor Fees</td>
<td>$1,000.00</td>
<td>$810.00</td>
</tr>
<tr>
<td>Event Donations</td>
<td>$500.00</td>
<td>$131.86</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$50,275.00</td>
<td>$73,110.33</td>
</tr>
</tbody>
</table>

**Note:** Income: Concessions;
Silent Auction

#### Expenses

<table>
<thead>
<tr>
<th>Category</th>
<th>2010/2011 Budget</th>
<th>YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel-Administrative</td>
<td>$4,150.00</td>
<td>$3,200.00</td>
</tr>
<tr>
<td>Personnel-Technical</td>
<td>$9,000.00</td>
<td>$8,300.00</td>
</tr>
<tr>
<td>Artist Fees (ticketed concerts)</td>
<td>$12,400.00</td>
<td>$12,250.00</td>
</tr>
<tr>
<td>Artist Fees (free concerts)</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Artist Travel/Lodging/Meals</td>
<td>$3,500.00</td>
<td>$5,013.49</td>
</tr>
<tr>
<td>Advertising/Marketing/Printing</td>
<td>$4,000.00</td>
<td>$3,529.12</td>
</tr>
<tr>
<td><strong>Total Venue Rental</strong></td>
<td>$2,825.00</td>
<td>$3,300.00</td>
</tr>
<tr>
<td><strong>Total Security/Other Services</strong></td>
<td>$3,250.00</td>
<td>$2,485.00</td>
</tr>
<tr>
<td><strong>Operating</strong></td>
<td>$2,000.00</td>
<td>$3,780.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$58,125.00</td>
<td>$74,021.30</td>
</tr>
</tbody>
</table>

**Note:** Profit/(Loss): Receivable from CRA Grant

**Final Profit/(Loss):** $1,806.33
# Mount Dora Music Festival
## Balance Sheet
### As of March 25, 2011

<table>
<thead>
<tr>
<th>ASSETS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Assets</td>
<td></td>
</tr>
<tr>
<td>Checking/Savings</td>
<td></td>
</tr>
<tr>
<td>Mount Dora Music Festival</td>
<td>15,525.00</td>
</tr>
<tr>
<td>Total Checking/Savings</td>
<td>16,525.00</td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td></td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td>2,324.00</td>
</tr>
<tr>
<td>Total Accounts Receivable</td>
<td>2,324.00</td>
</tr>
<tr>
<td>Total Current Assets</td>
<td>17,849.00</td>
</tr>
<tr>
<td>TOTAL ASSETS</td>
<td>17,849.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LIABILITIES &amp; EQUITY</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Liabilities</td>
<td></td>
</tr>
<tr>
<td>Long Term Liabilities</td>
<td></td>
</tr>
<tr>
<td>Norman E. Kessinger</td>
<td>3,500.00</td>
</tr>
<tr>
<td>Total Long Term Liabilities</td>
<td>3,500.00</td>
</tr>
<tr>
<td>Total Liabilities</td>
<td>3,500.00</td>
</tr>
<tr>
<td>Equity</td>
<td></td>
</tr>
<tr>
<td>Opening Balance Equity</td>
<td>27,039.50</td>
</tr>
<tr>
<td>Retained Earnings</td>
<td>-14,495.83</td>
</tr>
<tr>
<td>Net Income</td>
<td>1,806.33</td>
</tr>
<tr>
<td>Total Equity</td>
<td>14,349.00</td>
</tr>
<tr>
<td>TOTAL LIABILITIES &amp; EQUITY</td>
<td>17,849.00</td>
</tr>
</tbody>
</table>
# Mount Dora Music Festival
## Profit & Loss
### July 1, 2010 through March 25, 2011

### Ordinary Income/Expense

<table>
<thead>
<tr>
<th>Income</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Sponsors</td>
<td>350.00</td>
</tr>
<tr>
<td>Donations</td>
<td>131.86</td>
</tr>
<tr>
<td>Library Event Donation</td>
<td>131.86</td>
</tr>
<tr>
<td>Total Donations</td>
<td>131.86</td>
</tr>
<tr>
<td>Government Support</td>
<td>1,000.00</td>
</tr>
<tr>
<td>Grants</td>
<td></td>
</tr>
<tr>
<td>Mount Dora Community Trust</td>
<td>600.00</td>
</tr>
<tr>
<td>United Arts of Central Florida</td>
<td>200.00</td>
</tr>
<tr>
<td>Total Grants</td>
<td>700.00</td>
</tr>
<tr>
<td>Misc Income</td>
<td>4,599.99</td>
</tr>
<tr>
<td>Concessions</td>
<td>614.04</td>
</tr>
<tr>
<td>Contest Entry Fee</td>
<td>30.00</td>
</tr>
<tr>
<td>Silent Auction</td>
<td>3,144.00</td>
</tr>
<tr>
<td>Vendor Fee</td>
<td>510.00</td>
</tr>
<tr>
<td>Misc Income - Other</td>
<td>1.95</td>
</tr>
<tr>
<td>Total Misc Income</td>
<td>4,599.99</td>
</tr>
<tr>
<td>Private Sponsors</td>
<td>3,550.00</td>
</tr>
<tr>
<td>Ticket Sales</td>
<td>32,780.00</td>
</tr>
<tr>
<td>Total Income</td>
<td>43,111.85</td>
</tr>
</tbody>
</table>

### Expense

<table>
<thead>
<tr>
<th>Advertising/Marketing/Printing</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Banners</td>
<td>557.00</td>
</tr>
<tr>
<td>Bulk mailing</td>
<td>402.12</td>
</tr>
<tr>
<td>Contest Expenses</td>
<td>13.01</td>
</tr>
<tr>
<td>Contest Prize</td>
<td>150.00</td>
</tr>
<tr>
<td>Flyers</td>
<td>59.69</td>
</tr>
<tr>
<td>Graphic Design</td>
<td>595.00</td>
</tr>
<tr>
<td>Lanyards</td>
<td>38.61</td>
</tr>
<tr>
<td>Newspaper Ads</td>
<td>250.00</td>
</tr>
<tr>
<td>Radio</td>
<td>500.00</td>
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<tr>
<td>Ticket Printing</td>
<td>121.46</td>
</tr>
<tr>
<td>Web Services</td>
<td>844.23</td>
</tr>
<tr>
<td>Total Advertising/Marketing/Printing</td>
<td>3,529.12</td>
</tr>
</tbody>
</table>

### Artist Fees

<table>
<thead>
<tr>
<th>Artist</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABsalute</td>
<td>4,750.00</td>
</tr>
<tr>
<td>Free Concerts</td>
<td></td>
</tr>
<tr>
<td>Allan Vache'</td>
<td>500.00</td>
</tr>
<tr>
<td>April Phillips</td>
<td>700.00</td>
</tr>
<tr>
<td>Jeff Hurst</td>
<td>400.00</td>
</tr>
<tr>
<td>Lake Mary Prep</td>
<td>100.00</td>
</tr>
<tr>
<td>Leo Lopez</td>
<td>300.00</td>
</tr>
<tr>
<td>Michael Ray</td>
<td>700.00</td>
</tr>
<tr>
<td>Mount Dora Bible Band</td>
<td>100.00</td>
</tr>
<tr>
<td>Mount Dora High School Band</td>
<td>100.00</td>
</tr>
</tbody>
</table>
DATE: August 16, 2011
TO: Mount Dora CRA Board
FROM: Gus Gianikas, Planning & Development
VIA: Michael Quinn, City Manager
RE: Commercial Property Improvement Incentive Grant Program – 2012

**Recommendation:** The CRA Advisory Committee and staff recommend the following for the CRA Development Incentive Grant Program for 2012.

<table>
<thead>
<tr>
<th>Budget</th>
<th>$35,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Grant</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

The purpose of the increase is to encourage more substantial improvements.

**Background/Information:** The CRA Grant Program Manual with proposed revisions is attached. The manual explains the procedures and requirements of the program. Also attached is application report listing projects that have been funded.

**Attachments:** CRA Grant Program Manual. CRA Grant Program Report for 2011.
MOUNT DORA COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL PROPERTY IMPROVEMENT INCENTIVE PROGRAMS [08/11]

One of the statutory functions of a Community Redevelopment Agency (CRA) is to undertake activities that facilitate the redevelopment of property. Incentive programs aimed at encouraging investment into properties have proven to be a successful activity to carry out this redevelopment function. In an effort to encourage investment into commercial properties, the Mount Dora CRA offers two redevelopment incentive programs.

1. Development Fee Reimbursement
   The objectives of the Development Fee Reimbursement Incentive Program are to:
   - Add commercial space
   - Renovate existing commercial space
   - Increase property values
   - Accelerate other private investment in properties in close proximity to properties receiving grants

2. Facade Grant
   The appearance of the commercial buildings in the Mount Dora CRA contributes to the public’s perception of the City of Mount Dora. Having a strong visual impact, this appearance is a form of marketing and contributes, in one form or another, to the viability of the business area.

   The goal of the CRA Facade Grant Program is to improve the appearance of business properties in the commercial zones of the CRA district by providing financial assistance for improvements to facades of commercial buildings.
INCENTIVE PROGRAM REQUIREMENTS AND PROCEDURES

Eligible Properties

To be eligible for either program, a property must be:

- Located within the Mount Dora Community Redevelopment Area
- Used for a business; the proposed business must be compatible with the character of and meet the needs of the business district and City as determined by the CRA. Unoccupied spaces are not eligible
- Zoned one of the following: C-2, C-2A, RP, OP, WP-1

Eligible Applicants

For either program, the applicant may be the property owner or the tenant. If the tenant is applying for the grant, the property owner must also sign the application and approve the proposed work.

Grant Requirements

The following requirements apply to both programs.

- Building & Land Development Codes - all work must meet the Mount Dora Building Code and Land Development Code where applicable
- Occupational License – business must have a current City Occupational License
- Property Taxes – property taxes must be current as of the date of application
- Property Insurance – application must include proof of property insurance
- Contractors - Work must be done by a properly licensed contractor when required by the Building Code

Grant Amounts & Processing

The maximum grant amount for both programs is $2,500-$5,000. An application may be submitted for both programs but the maximum combined amount of both grants together cannot exceed $2,500-$5,000.

The Facade Grant Program requires the applicant match $1 for every CRA $1. For example, $2,500 grant + $2,500 match = $5,000 $5,000 grant + $5,000 applicant match = $10,000 project.

Funds will be allocated on a first-come first serve basis. Project must be completed within 90 days from the application date or if a permit is required, 90 days from when the permit is issued.
Work should not begin until the application has been approved by the CRA. Plans and work approved or permitted before the start of the programs are not eligible for the grants. Reimbursements will be made only after work is complete and final approval is received from the Building Official. Eligible expenses will be reimbursed based on actual submitted costs.

**Grant Review and Approval Procedures**

1. Submit completed application form with all required documentation to the CRA staff in Planning & Development Department. The property owner must sign the application. A pre-application meeting with the CRA staff is strongly recommended.

2. Application will be reviewed by the CRA staff for completeness and consistency with all grant requirements.

   - For Development Fee Reimbursement applications, permit and fee costs are estimated to determine potential grant amount.

   - Facade Grant Applications within the Historic Preservation Area may have to obtain a Certificate of Appropriateness from the Historic Preservation Board or may have to comply with the Mount Dora Commercial Architectural and Site Design Guidelines.

3. After approval, the applicant can proceed with the permitting process.

4. Applicant must complete the project and obtain the necessary inspection approvals. Changes to the scope of work may require a new review process.

**Reimbursement**

After all work has been completed and the necessary inspections have been approved, the applicant will be reimbursed for costs based on actual expenses shown on the submitted invoices. If owner is contractor, only material costs are eligible.
DEVELOPMENT FEE REIMBURSEMENT PROGRAM

Eligible Expenses

The CRA may reimburse approved applicants for all or a portion of development fees and utility costs for eligible construction activities. The eligible reimbursable expenses are listed below:

- Site Plan, conditional use, and other zoning or subdivision application fees
- Building and Sign Permit Fees, incl. administrative fees
- Impact Fees – Mount Dora and Lake County
- Meter Fees – Water and Electric
- Improvements to utilities in the right-of-way required by the City

Eligible construction includes new commercial or industrial buildings and additions to existing commercial or industrial buildings as allowed by the applicable zoning district. The use and development of the property must meet the land development code and zoning requirements.

Evaluation Criteria

In the case of competing applications, it is the intent of this program to focus on those properties most in need of redevelopment. These properties can be classified as undeveloped and underutilized properties. Undeveloped properties are vacant land. Underutilized properties include:

- Deteriorating & functionally obsolete buildings
- Residential buildings on commercially or industrially zoned land
- Buildings needing additional space and/or renovation

In addition to the above, the CRA may consider the net financial benefit to the CRA in evaluating competing applications.

Application Submittals

Required application submittals for Development Fee Reimbursement Grant Program include:

- Completed Application Form
- Description of the business, proposed building improvement, and expected impact of the building improvement on business
- Completed Building Permit Application and building plans which is needed to accurately estimate fees
FACADE GRANT PROGRAM

Eligible Improvements

The CRA Facade Grant Program is only for exterior improvements on business and commercial properties. Qualified improvements are those on the primary elevation and frontage of a building and must be visible from the street and increase the functionality of the building for its intended use, e.g. new storefront windows, exterior doors, awnings, exterior lighting, or landscaping. The removal of deteriorated portions of the building is also allowed. Signs are not eligible for this program. Routine maintenance procedures such as painting or minor repairs to existing materials alone will not be eligible for a facade grant, but may be part of a larger project. Pavers alone are not eligible.

Project components that may qualify for a Grant include, but are not necessarily limited to:

- Exterior improvement, restoration, or rehabilitation
- Repair, replacement, or installation of new
  - Storefront windows
  - Exterior doors
  - Awnings
  - Exterior lighting
  - Landscaping, irrigation system required
  - Painting, only if entire façade is redone
- Removal of previous deteriorated or undesirable exterior alterations

Design Guidelines

Properties within the Mount Dora Historic Preservation Review Area may have to obtain a Certificate of Appropriateness from the Historic Preservation Board. Other properties may have to comply with the Mount Dora Commercial Architectural and Site Design Guidelines.

Application Submittals

Required application submittals for the Facade Grant Program include:

- Completed Application Form
- Detailed budget including written estimate from a licensed contractor to verify costs are within reasonable parameters. Invoice of project costs will have to be submitted.
- Photo of current facade.
- Scaled drawing clearly illustrating proposed improvements

The Facade Grant Program requires the applicant match $1 for every CRA $1. Example: $5,000 grant + $5,000 applicant match = $10,000 project
<table>
<thead>
<tr>
<th>Address</th>
<th>Business Name</th>
<th>Application Type</th>
<th>Improvement Description</th>
<th>Improvement Amount</th>
<th>Façade Grant</th>
<th>Fees Reimburse</th>
<th>Pending Grants</th>
<th>Grants Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 100 N Alexander</td>
<td>Lakeside Inn</td>
<td>Façade</td>
<td>landscaping</td>
<td>$5,800</td>
<td>$2,500</td>
<td></td>
<td></td>
<td>$2,500</td>
</tr>
<tr>
<td>2 405 S. Highland</td>
<td>Mount Dora Brewery</td>
<td>Façade, Dev Fee</td>
<td>canopy</td>
<td>$1,649</td>
<td>$824</td>
<td>$137</td>
<td></td>
<td>$961</td>
</tr>
<tr>
<td>3 334 Donnelly</td>
<td>Country Cottage Crafts</td>
<td>Façade</td>
<td>landscaping</td>
<td>$825</td>
<td>$413</td>
<td></td>
<td></td>
<td>$413</td>
</tr>
<tr>
<td>4 444 E 5th Ave</td>
<td>5th Avenue Gallery</td>
<td>Façade</td>
<td>canopy, parapet, landscaping</td>
<td>$2,478</td>
<td>$1,239</td>
<td></td>
<td></td>
<td>$1,239</td>
</tr>
<tr>
<td>5 250 Donnelly St</td>
<td>Fly the World</td>
<td>Façade</td>
<td>painting</td>
<td>$4,567</td>
<td>$2,283</td>
<td></td>
<td></td>
<td>$2,283</td>
</tr>
<tr>
<td>6 330 S Highland</td>
<td>Newell Tailoring</td>
<td>Façade</td>
<td>windows, painting, awnings</td>
<td>$5,130</td>
<td>$2,500</td>
<td></td>
<td></td>
<td>$2,500</td>
</tr>
<tr>
<td>7 1111 Donnelly</td>
<td>Healthy Alternatives</td>
<td>Façade</td>
<td>landscaping</td>
<td>$4,850</td>
<td>$2,425</td>
<td></td>
<td></td>
<td>$2,425</td>
</tr>
<tr>
<td>8 206 N Highland</td>
<td>Mount Dora Museum of Speed</td>
<td>Façade, Dev Fee</td>
<td>landscaping, lighting</td>
<td>$2,727</td>
<td>$1,364</td>
<td>$129</td>
<td></td>
<td>$1,493</td>
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<tr>
<td>9 430 N Alexander</td>
<td>I Love Mount Dora</td>
<td>Façade</td>
<td>painting</td>
<td>$892</td>
<td>$446</td>
<td></td>
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<td>$446</td>
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<tr>
<td>10 351 Donnelly St</td>
<td>Palm Tree Grill</td>
<td>Façade</td>
<td>painting, canopies, doors</td>
<td>$7,734</td>
<td>$2,500</td>
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<td></td>
<td>$1,432</td>
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<tr>
<td>11 100 E 4th Ave</td>
<td>The Lost Parrot</td>
<td>Façade</td>
<td>painting</td>
<td>$2,685</td>
<td>$1,432</td>
<td></td>
<td></td>
<td>$2,500</td>
</tr>
</tbody>
</table>

**TOTALS** $39,336 $17,926 $266 $18,192

Committed $18,192

Average Grant $1,654
DATE: August 16, 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 use of the Donnelly Building during the weekend of November 4th thru the 6th, 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 or denied by city council.

Background/Information:

This organization has conducted this event in the past in our facilities.

- ($580) Fee waiver request is from the Center for the Arts for its “Art of the Deal” fundraiser and the use of the Donnelly Building. (Impact level minimal)
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: GRAHAM B. DEPANICIS
Agent Address: 529 E. 7TH AVENUE
City: MOUNT DORA, FL Zip: 32757
Phone: 383-1940 Cell Phone: 267-9088
Company/Organization Name: MOUNT DORA CENTER FOR THE ARTS
Physical Address: 138 E. 5TH AVENUE
City: MOUNT DORA, FL 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: DONELLY PARK, BLDG.
*Date From: NOV 4 2011 *Date To: NOV 6 2011
*Time Requested: START 3:00 AM PM END 7:00 AM PM
**Additional Facilities/Dates/Times Requested:**

<table>
<thead>
<tr>
<th>Facility</th>
<th><em>Date(s)</em></th>
<th><em>Time</em>: Start / End</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

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

Purpose of Use:  

_**FUNDRAISER**_

List estimated attendance:  

_150_

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.*

**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:**

Signature:  

Date:  

7/1/11
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 organization's (501C3) must be provided at time of request.
- A copy of your organization's financial statement including event expenditures and projected revenues.
- A letter outlining your organization's 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. Submittal 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:

Signature __________________________ Date ____________

Office Use Only

Processing Fee Paid $ _______ Security Deposit Paid $ _______ Rental Fee Paid $ _______ Total Amount $ _______

Proof of Alcohol Permit _______ Proof of Liability Insurance _______ Date Alcohol Permit Approved _______

Fee Waiver Requested Y / N Date Requested __________ Approved or Denied _______ Amount Waived $ _______

Profit or Non Profit Copy of 501c3 Y / N Letter from Organization Y / N

Copy of ID Attached Y / N Resident or Non Resident

Date Application Submitted _______ Staff Initials _______

City Manager’s Signature ________________________________
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 your 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 7/12/11
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:**

[Signature]

Date 2/12/11
City of Mount Dora
Facility Maintenance Regulations

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.
- Emptying 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]

Date 2/17/11
Permit Contract

Mount Dora Parks & Recreation
900 N Donnelly Street
Mount Dora, FL 32757
Phone (352) 735-7183
Fax (352) 735-2681
Email parksandrec@cityofmountdora.com

Company: Mount Dora Center For The Arts
138 E. Fifth Ave
Mount Dora, FL 32757

Agent: Mochelle Middleton

Charges $580.00 Taxes $0 Discounts $0 Total Charges $580.00 Total Payments $0 Refunds $0 Balance $580.00

RESERVATIONS

<table>
<thead>
<tr>
<th>Event</th>
<th>Resource</th>
<th>Center</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Art of the Deal</td>
<td>DP - Donnelly Park Building and Boards</td>
<td>Donnelly Park</td>
<td>Center of Downtown, within walking distance of shopping, restaurants, and lodging</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Attend/Qty: 0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day</td>
</tr>
<tr>
<td>Friday</td>
</tr>
<tr>
<td>Saturday</td>
</tr>
<tr>
<td>Sunday</td>
</tr>
</tbody>
</table>

Question

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
Do you intend to sell any food, goods, or services at the event? (If yes, please explain) Yes
City equipment needed? (Please specify) --
Will you be renting equipment? (If yes, please describe) No
Do you have any special requirements? (security, media, animals, ndos, etc) --
Will you need city staff assistance? (Please specify) --

Summary

Total Number of Dates: 3
Total Time: 26 hours

CHARGES

<table>
<thead>
<tr>
<th>Event</th>
<th>Resource</th>
<th>Description</th>
<th>Unit Fee</th>
<th>Units</th>
<th>Tax</th>
<th>Charge</th>
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<tbody>
<tr>
<td>Art of the Deal</td>
<td>DP - Donnelly Park Building and Boards</td>
<td>Rental Deposit</td>
<td>$100.00</td>
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<td>$0</td>
<td>$100.00</td>
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<tr>
<td>Art of the Deal</td>
<td>DP - Donnelly Park Building and Boards</td>
<td>Building Rental Fee</td>
<td>$25.00</td>
<td>16.00</td>
<td>$0</td>
<td>$475.00</td>
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<tr>
<td>Art of the Deal</td>
<td>DP - Donnelly Park Building and Boards</td>
<td>Processing Fee</td>
<td>$5.00</td>
<td>1.00</td>
<td>$0</td>
<td>$5.00</td>
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</tbody>
</table>

DISCLAIMERS

Refer to the City of Mount Dora Facility Booking and Refund Policy, the Facility Use Regulations, and the Facility Maintenance Regulations.
July 14, 2011

Regarding: Fee Waiver Request

To whom it may concern:

Mount Dora Center for the Arts is a non-profit collaborative leader, which plays an integral role in the community, by demonstrating the passion and commitment to the development of the arts through progressive and diverse educational programs, dynamic exhibits and an arts festival which is the foundation of artistic expression within the community.

Mount Dora Center for the Arts has reserved the Donnelly Building for November 5th 2011, for our special event, Art of the Deal. Art of the Deal has been in a Mount Dora City Facility for more than 8 years now and we feel it's a great opportunity to show our support of the community. Mount Dora Center for the Arts is a non-profit organization with Art of the Deal being one of two fundraising events we have each year, because of this we request that the fee be waived for the rental of the Donnelly Building.

Thank you so much in advance for your cooperation.

Sincerely,

[Signature]

Grimm DePanicis
Board of Trustees
Internal Revenue Service

Department of the Treasury

Mount Dora Cultural Council, Inc.
632 East Fifth Avenue
Mount Dora, FL 32757

Bill Brocknor
(202) 688-4757

Employer Identification Number: 59-2470958

Key District: Atlanta

Accounting Period Ending: June

Foundation Status Classification: 509(a)(2)

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined that you are not a private foundation within the meaning of Code section 509(a), because you are an organization described in the section of the Code shown above.

If your sources of support, or your purposes, character, or method of operation change, please let your key district know so that office can consider the effect of the change on your exempt status and foundation status. Also, you should inform your key District Director of all changes in your name or address.

Unless specifically excepted, beginning January 1, 1984, you must pay taxes under the Federal Insurance Contributions Act (social security taxes) for each employee who is paid $100 or more in a calendar year. You are not required to pay tax under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other federal excise taxes. If you have questions about excise, employment, or other federal taxes, contact your key District Director.

Donors may deduct contributions to you as provided in Code section 170. Requests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522.
Mount Dora Cultural Council, Inc.

You are required to file Form 990, Return of Organization Exempt from Income Tax, only if your gross receipts each year are normally more than $25,000. If your gross receipts are not normally more than $25,000 we ask that you establish that you are not required to file Form 990 by completing Part I of that Form for your first tax years. Thereafter, you will not be required to file a return until your gross receipts normally exceed the $25,000 minimum. For guidance in determining if your gross receipts are "normally" not more than the $25,000 limit, see the instructions for the Form 990. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. There is a penalty of $10 a day, up to a maximum of $5,000, when a return is filed late unless you establish, as required by section 6652(d) (1), that the failure to file timely was due to reasonable cause.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under Code section 511. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513.

Please show your employer identification number on all returns you file and in all correspondence with the Internal Revenue Service.

We are informing your key District Director of this ruling. Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions about this ruling, please contact the person whose name and telephone number are shown in the heading of this letter. For other matters, including questions concerning reporting requirements, please contact your key District Director.

Sincerely yours,

[Signature]
Milton Ceruy
Chief, Exempt Organizations
Rulings Branch
Internal Revenue Service
District Director

DATE: February 13, 1996

Mount Dora Center For the Arts Inc.
138 E 5th Ave
Mt Dora, FL 32757-5573

Dear Sir or Madam:

We have received and reviewed the amended organizing documents that you submitted on behalf of your organization, in which the organizing documents were approved and/or adopted on September 21, 1995, the information has been made a part of your file.

Your organization shall continue to be recognized as exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, by our letter dated April 1986. You may continue to rely on this exemption until it is modified, terminated or revoked by the Internal Revenue Service.

Please continue to let us know of any changes in the purpose, character, method of operation, name or address of your organization. This is a requirement for retaining your exempt status.

A copy of this letter should remain in your permanent records, as it may help resolve any questions about your exempt status.

Thank you for your cooperation.

Sincerely,

[Signature]

Exempt Organizations Coordinator
MOUNT DORA CENTER FOR THE ARTS, INC.
MOUNT DORA, FLORIDA
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2010

ASSETS

Cash and cash equivalents $31,842
Art collection 61,600
Building, furniture and equipment
net of accumulated depreciation $211,242 344,557
Loan costs, net of accumulated amortization $4,269

Total Assets $437,999

LIABILITIES AND NET ASSETS

Liabilities:
Accrued expenses and accounts payable $2,028
Mortgage payable 154,840

Total Liabilities 156,868

Net Assets:
Unrestricted 281,131

Total Liabilities and Net Assets $437,999

See accompanying notes and independent accountant's review report.
### MOUNT DORA CENTER FOR THE ARTS, INC.
**MOUNT DORA, FLORIDA**
**STATEMENT OF ACTIVITIES**
**FOR THE YEAR ENDED JUNE 30, 2010**

#### CHANGES IN UNRESTRICTED NET ASSETS

<table>
<thead>
<tr>
<th>Support Collected:</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special fund-raising events</td>
<td>$15,387</td>
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<tr>
<td>Memberships</td>
<td>$4,620</td>
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<tr>
<td>Donations</td>
<td>$15,734</td>
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<tr>
<td>Sponsorship</td>
<td>$81,736</td>
</tr>
<tr>
<td>Booth and concession fees</td>
<td>$102,850</td>
</tr>
<tr>
<td>Interest</td>
<td>$136</td>
</tr>
<tr>
<td>Merchandise and gallery sales</td>
<td>$58,619</td>
</tr>
<tr>
<td>Workshops/classes/registrations</td>
<td>$73,522</td>
</tr>
<tr>
<td>Rental income</td>
<td>$11,987</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>$103</td>
</tr>
<tr>
<td><strong>Total support collected</strong></td>
<td><strong>$364,694</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenses:</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Services:</td>
<td></td>
</tr>
<tr>
<td>Art festival</td>
<td>$107,808</td>
</tr>
<tr>
<td>Education</td>
<td>$95,436</td>
</tr>
<tr>
<td>Exhibits</td>
<td>$80,874</td>
</tr>
<tr>
<td><strong>Total program services</strong></td>
<td><strong>$284,118</strong></td>
</tr>
</tbody>
</table>

| Supporting Services:                       |        |
| Administrative                              | $82,944|
| Fund raising                               | $29,335|
| **Total supporting services**              | **$112,279** |

| Total expenses                             | $396,397|

#### DECREASE IN UNRESTRICTED NET ASSETS

- **(31,703)**

#### NET ASSETS, BEGINNING OF YEAR

- **$300,708**

#### Capitalize art festival winner artwork purchased in prior years

- **$12,126**

#### NET ASSETS, END OF YEAR

- **$281,131**

See accompanying notes and independent accountant's review report.
**MOUNT DORA CENTER FOR THE ARTS, INC.**
**MOUNT DORA, FLORIDA**
**STATEMENT OF FUNCTIONAL EXPENSES**
**FOR THE YEAR ENDED JUNE 30, 2010**

<table>
<thead>
<tr>
<th></th>
<th>PROGRAM SERVICE</th>
<th>SUPPORTING SERVICE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Art</td>
<td>Education</td>
</tr>
<tr>
<td>Entertainment</td>
<td>$ 5,774</td>
<td>$ 1,654</td>
</tr>
<tr>
<td>Sanitation and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>security services</td>
<td>28,591</td>
<td>...</td>
</tr>
<tr>
<td>Personnel</td>
<td>19,722</td>
<td>53,943</td>
</tr>
<tr>
<td>Rentals</td>
<td>5,593</td>
<td>...</td>
</tr>
<tr>
<td>Printing</td>
<td>20,800</td>
<td>1,124</td>
</tr>
<tr>
<td>Utilities</td>
<td>...</td>
<td>5,404</td>
</tr>
<tr>
<td>Taxes and licenses</td>
<td>1,489</td>
<td>1,489</td>
</tr>
<tr>
<td>Professional services</td>
<td>1,951</td>
<td>1,463</td>
</tr>
<tr>
<td>Scholarship and awards</td>
<td>16,350</td>
<td>...</td>
</tr>
<tr>
<td>Maintenance</td>
<td>...</td>
<td>8,625</td>
</tr>
<tr>
<td>Postage and supplies</td>
<td>150</td>
<td>3,346</td>
</tr>
<tr>
<td>Art commissions</td>
<td>...</td>
<td>...</td>
</tr>
<tr>
<td>Marketing</td>
<td>1,463</td>
<td>1,463</td>
</tr>
<tr>
<td>Insurance</td>
<td>5,622</td>
<td>5,622</td>
</tr>
<tr>
<td>Memberships and</td>
<td>...</td>
<td>...</td>
</tr>
<tr>
<td>subscriptions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bank charges</td>
<td>...</td>
<td>...</td>
</tr>
<tr>
<td>Interest</td>
<td>...</td>
<td>2,986</td>
</tr>
<tr>
<td>Other</td>
<td>303</td>
<td>182</td>
</tr>
<tr>
<td>Depreciation and</td>
<td>...</td>
<td>8,135</td>
</tr>
<tr>
<td>amortization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total expenses</td>
<td>$ 107,808</td>
<td>$ 95,436</td>
</tr>
</tbody>
</table>

See accompanying notes and independent accountant's review report.
CASH FLOWS FROM OPERATING ACTIVITIES:

Decrease in net assets .......................................................... $ (31,703)
Adjustment to reconcile decrease in net assets to net cash provided by activities:
Depreciation and amortization ................................................. 20,337
Increase in accrued expenses .................................................. 230
Total adjustments ....................................................................... 20,567

Net cash used by operating activities ........................................ (11,136)

CASH FLOWS FROM INVESTING ACTIVITIES:

Certificate of deposit maturity .................................................. 27,630
Investments in capital assets and art collection ......................... (47,770)

Net cash used by investing activities ........................................ (20,140)

CASH FLOWS FROM FINANCING ACTIVITIES:

Principal payment on mortgage ................................................. (10,964)

Net cash used by financing activities ........................................ (10,964)

Net decrease in cash and cash equivalents ................................ (42,240)

CASH AND CASH EQUIVALENTS, beginning of year ................. 74,082

CASH AND CASH EQUIVALENTS, END OF YEAR ....................... $ 31,842

Supplemental disclosure:
Cash paid for interest was $7,465

See accompanying notes and independent accountant's report.
1. Summary of Significant Accounting Policies

Mount Dora Center for the Arts, Inc. (the Center) is a Florida nonprofit corporation chartered in 1984. Its purpose is to promote the performing and fine arts in the greater Mount Dora area and to establish cultural workshops, art galleries, and museums for the cultural and artistic education of the general public.

The Center is not a private foundation and the income derived from its exempt purpose is exempt from Federal income tax as an organization described in Section 501 (c)(3) of the Internal Revenue Code.

The financial statements of the Mount Dora Center for the Arts, Inc. are prepared on the accrual basis. The significant accounting policies are described below to enhance the usefulness of the financial statements to the reader.

 Estimates - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affected the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

 Cash and Cash Equivalents - For purposes of the statement of cash flows, cash equivalents include time deposits and all highly liquid debt instruments with original maturities of three months or less.

 Contributed Goods and Services - The Center receives donations of time and effort from volunteers to further the Center’s purpose. The value of these services is not reflected in the financial statements.

 Art Collection - Pieces acquired for the Center’s collection are recorded at cost if purchased and at fair value if donated. These assets are not subject to depreciation.

 Fixed Assets and Depreciation - It is the Center’s policy to capitalize property and equipment over $500. Lesser amounts are expensed. Property and equipment are recorded at cost or at their estimated fair market value at date of donation. Depreciation is provided using the straight-line method over the following estimated useful lives.

<table>
<thead>
<tr>
<th>Asset Type</th>
<th>Useful Life</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buildings and improvements</td>
<td>10 - 39 years</td>
</tr>
<tr>
<td>Equipment and furniture</td>
<td>5 - 7 years</td>
</tr>
</tbody>
</table>
Financial Statement Presentation - The Center reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. In addition, the Center is required to present a statement of cash flows. Amounts that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized.

Subsequent Events - The Center has evaluated subsequent events through January 27, 2011, the date the financial statements were issued.

2. Fixed Assets and Depreciation

Depreciation is provided using the straight-line method over the useful lives ranging from 5-39 years. The current depreciation charge for this year is $20,337. Fixed assets include:

<table>
<thead>
<tr>
<th>Description</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building</td>
<td>464,713</td>
</tr>
<tr>
<td>Improvements</td>
<td>34,710</td>
</tr>
<tr>
<td>Office and visual equipment</td>
<td>56,376</td>
</tr>
<tr>
<td>Less: Accumulated depreciation</td>
<td>(211,242)</td>
</tr>
<tr>
<td>Net Fixed Assets</td>
<td>344,557</td>
</tr>
</tbody>
</table>

3. Long Term Debt

Mount Dora Center For The Arts has a mortgage payable that was used to refinance the building in which the Center is currently located. The monthly payment for principal and interest is $1,532 with a 15 year amortization. The mortgage has an adjustable rate based on the one-year treasury index plus 3.75%. The current rate is 4.125%.

Schedule principal repayments are as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Repayment</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011</td>
<td>11,193</td>
</tr>
<tr>
<td>2012</td>
<td>12,702</td>
</tr>
<tr>
<td>2013</td>
<td>13,236</td>
</tr>
<tr>
<td>2014</td>
<td>13,793</td>
</tr>
<tr>
<td>2015</td>
<td>14,372</td>
</tr>
<tr>
<td>2016 - 2021</td>
<td>89,544</td>
</tr>
</tbody>
</table>

$ 154,840
4. Allocation of Expenses

Certain costs for personnel and occupancy have been allocated among the programs and supporting services based on hours of work performed and space occupied.

5. Contingencies

Grants require the fulfillment of certain conditions as set forth in the instruments of grant. Failure to fulfill the conditions could result in the return of the funds to grantors. Although that is a possibility, the Board deems the contingency remote, since by accepting the gifts and their terms, it has accommodated the objectives of the organization to the provisions of the gift.

6. Volunteers

The Center relies upon volunteers to help achieve its purpose of promoting the performing and fine arts in the greater Mount Dora area. For the fiscal year ended June 30, 2010, 5,234 hours were contributed by 427 volunteers, of the total hours, 1,410 of them were specifically for the Art Festival.

7. Art Festival

One of the primary accomplishments of the Center is the Mount Dora Arts Festival presented each February. Following is a breakdown of the revenues and direct and indirect costs associated with the Festival:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration fees</td>
<td>$13,266</td>
</tr>
<tr>
<td>Artists’ booth fees and concession</td>
<td>$102,850</td>
</tr>
<tr>
<td>Sponsorships, donations and grants</td>
<td>$81,735</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td><strong>$197,851</strong></td>
</tr>
</tbody>
</table>

**Direct Costs:**
- Entertainment: $5,774
- Sanitation and security services: $28,591
- Awards: $16,350
- Postage and supplies: $150
- Printing: $20,800
- Professional services: $1,951
- Rentals: $5,593
### NOTES TO THE FINANCIAL STATEMENTS
#### MOUNT DORA, FLORIDA
#### JUNE 30, 2010

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxes and licenses</td>
<td>1,489</td>
</tr>
<tr>
<td>Insurance</td>
<td>5,622</td>
</tr>
<tr>
<td>Marketing</td>
<td>1,463</td>
</tr>
<tr>
<td>Other</td>
<td>303</td>
</tr>
<tr>
<td><strong>Total direct costs</strong></td>
<td><strong>$ 88,086</strong></td>
</tr>
<tr>
<td>Indirect Costs:</td>
<td></td>
</tr>
<tr>
<td>Personnel cost</td>
<td>19,722</td>
</tr>
<tr>
<td><strong>Total indirect costs</strong></td>
<td><strong>$ 19,722</strong></td>
</tr>
<tr>
<td><strong>Total costs</strong></td>
<td><strong>$ 107,808</strong></td>
</tr>
</tbody>
</table>
April 4, 2011

Mount Dora Center for the Arts Inc
138 East Fifth Avenue
Mount Dora, FL 32757

Dear Client:

Your 2009 Federal Return of Organization Exempt from Income Tax will be electronically filed with the Internal Revenue Service upon receipt of a signed Form 8879-EO - IRS e-file Signature Authorization. No tax is payable with the filing of this return.

You should note that each tax return or form was prepared by us subject to the general assumptions and limiting conditions specified on the attachment to this transmittal letter. Please be sure to call us if you have any questions.

Sincerely,

CLARE L. GARNER JR, CPA
DATE: August 16, 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 use of the Community Building upper level on October 8th and during the weekend of December 3rd thru the 4th, 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 or denied by city council.

Background/Information:

This organization is a regular renter during the year and this is their first request for a fee waiver for their show.

- **($505)** Fee waiver request is from the Community Christian Youth Theatre/Orphan Rock for its yearly show and the use of the Community Center Building. (Impact level minimal)
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: 
Orphans Rock / Community Christian Youth Theatre

Agent Address:
4001 Hwy 19 A

City: Mt Dora Fl Zip: 32757

Phone: 352-383-1104 Cell Phone: 352 - 406 - 4713

Company/Organization Name:
Orphans Rock / Community Christian Youth Theatre

Physical Address: 4001 Hwy 19 A

City: Mt Dora Fl 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: Community Building Upper Level

*Date From: 12 / 3 /11 *Date To: 12 / 4 /11

*Time Requested: START 4:00 AM/PM END 10:00 AM/PM

Lobby 7-10 on Sat.
### 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>Auditorium C.B.</td>
<td>Dec 2nd</td>
<td>4:00pm / 8:00pm</td>
</tr>
<tr>
<td>C.B.</td>
<td>Oct 8th</td>
<td>4:00pm / 8:00pm</td>
</tr>
<tr>
<td>-------------</td>
<td>-------------</td>
<td>------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

#### Purpose of Use:
Youth Drama Production

List estimated attendance: 400

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 **maybe**
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.

---

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:

**Signature** [Handwritten signature]

**Date** 7/29/11
**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. Submittal 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:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

---

**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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Proof of Alcohol Permit</th>
<th>Proof of Liability Insurance</th>
<th>Date Alcohol Permit Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fee Waiver Request O/N</th>
<th>Date Requested</th>
<th>Approved or Denied</th>
</tr>
</thead>
<tbody>
<tr>
<td>O</td>
<td>8/14/2011</td>
<td>Approved or Denied</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Profit or Non Profit</th>
<th>Copy of 501c3 Y/N</th>
<th>Letter from Organization Y/N</th>
</tr>
</thead>
<tbody>
<tr>
<td>Profit</td>
<td>Y/N</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Copy of ID Attached</th>
<th>Resident or Non Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td>Y/N</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date Application Submitted</th>
<th>Staff Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City Manager's Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
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 7/28/11
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>
</table>
City of Mount Dora
Facility Maintenance Regulations

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]

Date 7/29/11
### 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>85-8015534077C-1</td>
<td>12/23/2010</td>
<td>12/31/2015</td>
<td>501(C)(3) ORGANIZATION</td>
</tr>
</tbody>
</table>

This certifies that

**THE ORPHANS ROCK A MINISTRY OF UKRAINE INC**
**17216 COUNTY ROAD 448**
**MOUNT DORA FL 32757-9603**

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.
ORPHANS' ROCK
FINANCIAL STATEMENT
MAY 2011

Balance 4/30/11  $ 7,552.87
Sales  $ 4,823.47  12,376.34

Expenses
Rent  $ 2,300.00
Utilities  278.55
Telephone  48.94
Waste Service  88.53
Sign/Tree Trim  250.00
Supplies  148.92
Advertising  63.00
Annual Report  70.00
Sub-Contractor  1,000.00
Department of Revenue  332.00
$ 4,579.94  4,579.94
( 4,579.94)

Donations
Ukraine  $ 1,000.00
Tornado Victims, Alabama  1,000.00
Bags of Hope  500.00
$ 2,500.00  2,500.00
( 2,500.00)

Balance in Checking Account 5/31/11  $ 5,296.40

Savings Account
Balance 4/30/11  $13,103.70
Donations  600.00
Suncoast Recycle  32.89
Balance 5/31/11  $13,736.59
Dear City Council Members,

Community Christian Youth Theatre is a new subsidiary of Orphan’s Rock Ukraine Ministry, Inc. Our branch of Orphan’s Rock is a non-profit ministry formed to educate, encourage, and instruct young people in the areas of music and drama. It is our goal to instill, in these youth, an awareness of the physical, as well as, spiritual needs of those in the community and around the world.

Orphan’s Rock Thrift store, located on Hwy. 19-A in Mt. Dora, uses the revenue they accumulate to help countless organizations in our community and in Ukraine. Please see attached letter for a more detailed description.

Partnering with Orphan’s Rock provides an outlet for service for our members. It also gives us channel for any donations we collect to benefit those who need it most.

We respectfully request that fees be waived for two December performances, as well as, two rehearsals which will take place according to availability. We already rent space weekly in your wonderful facility and we are happy to continue doing so on a regular basis. We are however, a non-profit, and we collect no registration or class fees from our members. It would relieve a large financial burden if the council would generously agree to this request.

The play we plan to present in December, will have no admission cost, but we will collect donations for Orphan’s Rock. Your benevolence in this matter will be greatly appreciated and the effects will be far reaching.

Respectfully Yours,

Paula J. McNeely
Orphans' Rock Thrift Shop
4001 Hwy. 19A, Mount Dora, Fla. 32757
352-383-1104 After Hrs. 352-406-4713

Open Mon.-Thurs. 10 a.m.-5 p.m. and Fri. 10 a.m.-3 p.m.

"Trust in the Lord forever, for the Lord is the Rock eternal." Isaiah 26:4, NIV

We are a non-profit Christian ministry, run by volunteers, who are dedicated to supporting organizations, churches, and charities who help children. We do this by donating the money earned from our sales.

Some of those we have contributed to are: Agape House, Alabama Disaster Relief, Angel Tree, Appalachian Families, Bags of Hope, Bay Street Baptist Benevolence, Boggy Creek Camp, Camp Challenge, Camp for Blind Children, Camp Smile, Children's Miracle Network, Covenant House, Debbie's Doorstep, Edgewood Children's Ranch, First Baptist of Mount Dora Benevolence Fund, Florida Baptist Children's Home, Good News Jail Ministry, Guideons, Haitian Relief Fund, Heavenly Hoofs, Hope Foundation, Hospice, Joining Hands of Florida, Lake Care Food Pantry, Life Choices, Mount Dora Bible School, Orphan's Heart, Salvation Army, Second Harvest, Sonflower International Ministries, Sonshine School - First Baptist of Umatilla Sunrise Arc, Ukraine Orphanage, and World Vision.

We want to continue to be a part of the community. Some ways you can help us are:

1. Donate good, clean, usable items for resale. For larger items such as furniture and appliances, we can provide pick-up if needed. Simply call one of the numbers above.
2. Make purchases at our fun place to shop. You might find some real treasures.
3. Volunteer to help out in the shop.
4. Make a cash donation.

Come by and see for yourself our large variety of items at reasonable prices, displayed in a pleasing manner. We will make you feel welcome.

Sandy Sims
Manager

"I will not leave you orphans. I will come to you." John 14:18, NKJV

"Pure and undefiled religion before God and the Father is this; to visit the orphans and widows in their trouble and to keep oneself unspotted from the world." James 1:27, NKJV
Permit #9002005, Pending approval
Jul 29, 2011 9:54 AM
Expires Aug 3, 2011

CITY OF MOUNT DORA
PARKS AND RECREATION

Customer Type: Catg. B - Non Profit Res
Prepared By: Carol Garrett

Home: (352) 383-1104

Company: Orphans Rock/Community Christian Youth Theatre
4001 Highway 19A
Mount Dora, FL 32757

Agent: Paula McNeely

<table>
<thead>
<tr>
<th>Charges</th>
<th>Taxes</th>
<th>Discounts</th>
<th>Total Charges</th>
<th>Total Payments</th>
<th>Refunds</th>
<th>Balance</th>
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<tbody>
<tr>
<td>$605.00</td>
<td>$0</td>
<td>$0</td>
<td>$605.00</td>
<td>($100.00)</td>
<td>$0</td>
<td>$505.00</td>
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**RESERVATIONS**

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

<table>
<thead>
<tr>
<th>Days Requested</th>
<th>Event Begins</th>
<th>Duration</th>
<th>Event Ends</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saturday Oct 8, 2011</td>
<td>4:00 PM</td>
<td>4 hours</td>
<td>Oct 8, 2011 at 8:00 PM</td>
</tr>
<tr>
<td>Friday Dec 2, 2011</td>
<td>4:00 PM</td>
<td>4 hours</td>
<td>Dec 2, 2011 at 8:00 PM</td>
</tr>
<tr>
<td>Saturday Dec 3, 2011</td>
<td>4:00 PM</td>
<td>6 hours</td>
<td>Dec 3, 2011 at 10:00 PM</td>
</tr>
<tr>
<td>Sunday Dec 4, 2011</td>
<td>1:00 PM</td>
<td>6 hours</td>
<td>Dec 4, 2011 at 7:00 PM</td>
</tr>
</tbody>
</table>

**Question**

<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>
</tbody>
</table>
### Reservations

<table>
<thead>
<tr>
<th>Event</th>
<th>Resource</th>
<th>Center</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Youth Drama Production</td>
<td>CB - Upper Level - Lobby</td>
<td>Community Building 520 North Baker Street</td>
<td></td>
</tr>
<tr>
<td>Type: Concerts/Shows</td>
<td></td>
<td>Mount Dora, FL 32757 (352) 735-7183</td>
<td></td>
</tr>
<tr>
<td>Attend/Qty: 0</td>
<td></td>
<td></td>
<td></td>
</tr>
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</table>

#### Days Requested

<table>
<thead>
<tr>
<th>Day</th>
<th>Date</th>
<th>Event Begins</th>
<th>Duration</th>
<th>Event Ends</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saturday</td>
<td>Dec 3, 2011</td>
<td>7:00 PM</td>
<td>3 hours</td>
<td>Dec 3, 2011 at 10:00 PM</td>
</tr>
<tr>
<td>Sunday</td>
<td>Dec 4, 2011</td>
<td>2:00 PM</td>
<td>4 hours</td>
<td>Dec 4, 2011 at 6:00 PM</td>
</tr>
</tbody>
</table>

#### Question

- 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

#### Summary

<table>
<thead>
<tr>
<th>Total Number of Dates: 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Time: 7 hours</td>
</tr>
</tbody>
</table>

### Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Event / Resource</th>
<th>Unit Fee</th>
<th>Units</th>
<th>Tax</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Rental Fee</td>
<td>Youth Drama Production #9002005 CB - Upper Level - Auditorium</td>
<td>$25.00</td>
<td>20.00</td>
<td>$0</td>
<td>$500.00</td>
</tr>
<tr>
<td>Processing Fee</td>
<td>Youth Drama Production #9002005 CB - Upper Level - Auditorium</td>
<td>$5.00</td>
<td>1.00</td>
<td>$0</td>
<td>$5.00</td>
</tr>
<tr>
<td>Rental Deposit</td>
<td>Youth Drama Production #9002005 CB - Upper Level - Auditorium</td>
<td>$100.00</td>
<td>1.00</td>
<td>$0</td>
<td>$100.00</td>
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</tbody>
</table>

#### Payments and Refunds

<table>
<thead>
<tr>
<th>Receipt #</th>
<th>Date</th>
<th>Charge Description</th>
<th>Resource Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>1006860.002</td>
<td>Jul 29, 2011</td>
<td>Rental Deposit</td>
<td>CB - Upper Level - Auditorium Youth Drama Production #9002005</td>
</tr>
</tbody>
</table>

#### Disclaimers

- \[
\text{Notes}
\]
Refer to the City of Mount Dora Facility Booking and Refund Policy, the Facility Use Regulations, and the Facility Maintenance Regulations.
Mount Dora Parks & Recreation
900 N Donnelly Street
Mount Dora, FL 32757
Phone: (352) 735-7183
FAX: (352) 735-3881
Email: parksandrec@cityofmountdora.com

Payment Summary

Check: $0
Credit card: $0
Gift Certificate: $0
Financial Aid: $0
Cash: $100.00
Memo: $0
Account: $0
Total received: $100.00
Total payments: $100.00
Payment Plan: $0

Transactions

Customer: Paula McNeely
4001 Highway 19A
Mount Dora, FL 32757
Home phone: (352) 383-1104
Email: --
ID: 5439
For: Orphans Rock/Community Christian Youth Theatre

Description: Created Permits #9002005
Action: Permit
Permit # 9002005

Description: Youth Drama Production #9002005
Action: Payment on Account
Location: CB - Upper Level - Auditorium at Cmty Building
Permit # 9002005

Total Charges $100.00
Total Payments $100.00
Balance $0

Payment Schedule for Original Balance of $505.00
Receipt #1006860.002

<table>
<thead>
<tr>
<th>Due Date</th>
<th>Amount Due</th>
<th>Amount Paid</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oct 1, 2011</td>
<td>$505.00</td>
<td>$0</td>
<td>$505.00</td>
</tr>
</tbody>
</table>

**Current Balance**: $505.00

**Due Now**: $0

In the event of a cancellation, a written letter must be submitted to the City of Mount Dora Parks and Recreation Department requesting a refund. In order to receive a full refund the user MUST notify the Parks and Recreation Department of any cancellation or change at least 7 days prior to the scheduled event.

(352-735-7183 M-F 8 am -5 pm)

It Starts in Parks!
Thank you for your support!
You can also register online at www.cityofmountdora.com
DATE: August 16, 2011

TO: Mayor and City Council

FROM: Gary Hammond, Director Public Works & Utilities

VIA: Michael Quinn, City Manager

RE: Award of Tree Trimming Contract for Electric Distribution / Service Lines

Recommendation:
Staff recommends City Council award the Tree Trimming Contract for Electric Distribution / Services Lines to the Davey Tree Expert Company.

Background/Information
The existing tree trimming contract for the Electric Division expires on September 30, 2011. The City distributed an Invitation to Bid on June 23, 2011 to ten potential bidders. There were three submissions – Trees, Inc. (the City's current contractor), Lewis Tree Services, and the Davey Tree Expert Company. As detailed in the attached Bid Synopsis from the Purchasing Manager, the Davey Tree Expert Company (Davey) is the apparent low bidder. In addition, Davey will hold the submitted hourly pricing for one additional one-year term and did not request a fuel escalator clause in their bid.

It should be noted that Davey's proposed rate for a 2 man crew is $63.95 per hour, which is 4.3% lower than the existing rate of $66.50 per hour. On an annual basis, the reduced rate should save the City approximately $4,700.

For these reasons, staff recommends awarding the tree trimming contract to the Davey Tree Expert Company.

Attachments:
Bid Synopsis from Purchasing Manager
BID SYNOPSIS

FROM: John A. Bruce, CPPB – Purchasing Manager
DATE: August 8, 2011
RE: City Bid# 11-06-002 – Tree Trimming for Electrical Distribution/Service Lines
OPENING DATE: July 22, 2011

DISCUSSION & BID TABULATION:

This Invitation was distributed to 10 ten potential bidders along with the normal plan rooms. There were 3 three submissions. The pricing received (Bid Tabulation) is located at the end of this document.

Davey Tree Expert Company is the apparent low bidder based on cost per hour. All previous projects that Davey Tree had with other utilities were completed in time, with no cost overruns and contracts were renewed yearly without any issues.

It is understood by the City of Mount Dora and the Contractor that the stated prices are firm for the initial contract period and the first one-year renewal term.

PURCHASING RECOMMENDATION:

The Bid submitted by Davey Tree was checked for accuracy and also for proper execution per the bid specifications. All supporting documentation was provided by the Contractor and the bid was complete and in on time.

It is the recommendation by Purchasing to proceed with the award to Davey Tree Expert Company pending City Council approval.
# Tally Sheet for Bid# 11-06-002, Tree Trimming for Electrical Distribution/Service Lines

**Bid Opening Date: July 22, 2011**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost per Hour</th>
<th>Overtime Adder</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two (2) man crew will all necessary equipment</td>
<td>$72.95</td>
<td>23%</td>
</tr>
<tr>
<td>Three (3) man crew with all necessary equipment</td>
<td>$89.00</td>
<td>26%</td>
</tr>
<tr>
<td>Four (4) man crew with all necessary equipment</td>
<td>$102.20</td>
<td>29%</td>
</tr>
<tr>
<td>Other 37' Backyard Lift</td>
<td>$26.30</td>
<td>-</td>
</tr>
</tbody>
</table>

**Submitter Name:** Trees, Inc.
<table>
<thead>
<tr>
<th>Item</th>
<th>Cost per Hour</th>
<th>Overtime Adder</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>With Chipped Debris Disposal</td>
<td>Without Chipped Debris Disposal</td>
</tr>
<tr>
<td>Two (2) man crew will all necessary equipment</td>
<td>$73.44</td>
<td>$68.85</td>
</tr>
<tr>
<td>Three (3) man crew with all necessary equipment</td>
<td>$91.80</td>
<td>$87.21</td>
</tr>
<tr>
<td>Four (4) man crew with all necessary equipment</td>
<td>$106.60</td>
<td>$102.00</td>
</tr>
<tr>
<td>Other: <strong>Backyard Lift</strong></td>
<td>$25.00</td>
<td>$20.50</td>
</tr>
</tbody>
</table>

**Special Note for this Contractor**
Crew Rates are based on fuel prices of $3.90 per gallon.

**Submitter Name:** Lewis Tree Service, Inc.

---

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost per Hour</th>
<th>Overtime Adder</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>With Chipped Debris Disposal</td>
<td>Without Chipped Debris Disposal</td>
</tr>
<tr>
<td>Two (2) man crew will all necessary equipment</td>
<td>$68.95</td>
<td>$63.95</td>
</tr>
<tr>
<td>Three (3) man crew with all necessary equipment</td>
<td>$83.66</td>
<td>$78.66</td>
</tr>
<tr>
<td>Four (4) man crew with all necessary equipment</td>
<td>$98.36</td>
<td>$93.36</td>
</tr>
<tr>
<td>Other: <strong>Backyard Lift</strong></td>
<td>$23.80</td>
<td>$18.80</td>
</tr>
</tbody>
</table>

**Submitter Name:** Davey Tree Expert Company
DATE: August 16, 2011

TO: Mayor and City Council

FROM: Gary Hammond, Director Public Works & Utilities

VIA: Michael Quinn, City Manager

RE: Amended Territorial Agreement with Progress Energy

Recommendation: Staff recommends City Council approve the Amended Territorial Agreement between Progress Energy Florida and the City of Mount Dora.

Background/Information: The City of Mount Dora and Progress Energy are subject to the regulatory jurisdiction of the Florida Public Service Commission (FPSC) and are required to maintain a territorial agreement pursuant to Section 366.04(2) F.S. A territorial agreement between utilities establishes geographic boundaries so that new customers clearly understand which utility will provide electric service. The territorial agreements also serve the public interest by avoiding uneconomic duplication of facilities and promoting safe and efficient operations by electric utilities.

Territorial agreements are regulated by the FPSC and establish territorial areas that are independent of existing city limits or future annexations. In general, the City's electric territory is bounded by U.S. Highway 441 on the north and east, the Orange County line and Lake Dora on the south, and the areas adjacent to CR 19A and Eudora Road on the west. Customers outside the City's territorial area are served by Progress Energy or SECO.

The existing Territorial Agreement between Progress Energy and the City was entered into 30 years ago and is set to expire on September 8, 2011. Staff has been working with Progress Energy for several months to amend the territorial agreement and confirm the City's existing territorial boundaries. The Amended Territorial Agreement reflects more contemporary language, contains more detailed maps showing the City's territorial boundaries, and has a 20 year term. Legal counsel at the Florida Municipal Power Agency (FMPA) and the City Attorney have both reviewed the Amended Territorial Agreement and associated Joint Petition.

Staff recommends Council approve the attached Amended Territorial Agreement so it can be filed with the FPSC as soon as possible.

Attachments:
Joint Petition to Amend Territorial Agreement
Exhibit A – Amended Territorial Agreement
Exhibit B – Territorial Maps
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition to amend territorial agreement between Progress Energy Florida, Inc. and the City of Mount Dora. Docket No. ____________
Filed: ________, 2011

JOINT PETITION TO AMEND TERRITORIAL AGREEMENT

Progress Energy Florida, Inc. (“PEF”) and the City of Mount Dora (“Mount Dora”) (collectively, the “Joint Petitioners”), pursuant to Section 366.04(2)(d), Fla. Stats., and Rule 25-6.0440, F.A.C., jointly petition the Florida Public Service Commission (“the Commission”) for approval of an amended Territorial Agreement between PEF and Mount Dora in Lake and Orange counties. In support hereof, the Joint Petitioners represent as follows:

1. The Joint Petitioners are electric utilities organized under the laws of Florida and are subject to the regulatory jurisdiction of the Commission regarding territorial agreements pursuant to Section 366.04(2), F.S. PEF’s principal offices are located in St. Petersburg, Florida. Mount Dora’s principal offices are located in Mount Dora, Florida.

2. All pleadings, notices and other communications in this matter should be served on the undersigned representatives for PEF and Mount Dora.

3. PEF and Mount Dora are parties to a currently effective territorial agreement delineating their respective territories in Lake and Orange counties which was approved by the Commission by its Order No. 10267, issued on September 8, 1981, in Docket No. 800508-EU (the “Current Agreement”).
4. PEF and Mount Dora have agreed to an amended territorial agreement (the “Amended Agreement”) to replace the Current Agreement. A copy of the Amended Agreement and the associated maps delineating the respective territorial areas of PEF and Mount Dora have been provided as Exhibit A and Exhibit B. Except for certain boundary revisions necessary to memorialize existing service relationships and avoid uneconomic service and duplication of facilities, the boundaries otherwise remain the same as set forth in the Current Agreement. There are no customer transfers associated with this territorial agreement and the agreement has been negotiated for a term of 20 years.

5. The Commission has long recognized that properly constructed territorial agreements between adjacent utilities are in the public interest. The Joint Petitioners believe and therefore represent that the Amended Agreement is in the public interest and should be approved.

WHEREFORE, the Joint Petitioners respectfully request that the Commission grant this Joint Petition and approve the Amended Agreement contained in Exhibit A and Exhibit B hereto.

Respectfully submitted,

John T. Burnett  Andrew Hand  
Associate General Counsel  Attorney  
Progress Energy Service Company, LLC  Shepard, Smith & Cassady P.A.  
Post Office Box 14042  2300 Maitland Center Parkway, Suite 100  
St. Petersburg, FL 33733-4042  Maitland, FL 32751  
Telephone: (727) 820-5184  Telephone: (407) 622-1772  
Facsimile: (727) 820-5519  Facsimile: (407) 622-1884  

Attorney for Progress Energy Florida, Inc.  Attorney for City of Mount Dora
Exhibit A

Amended Territorial Agreement Between Progress Energy Florida and the City of Mount Dora
AMENDED TERRITORIAL AGREEMENT

Section 0.1: The City of Mount Dora (“Mount Dora”) and Florida Power Corporation (doing business as Progress Energy Florida, Inc.) (“PEF”) (collectively, the “Parties”) enter into this Amended Territorial Agreement on this _____ day of ______________, 2011.

WITNESSETH:

Section 0.2: WHEREAS, Mount Dora and PEF are each authorized, empowered, or obligated by legislative authority or their corporate charter and laws of the State of Florida to furnish retail electric service to persons upon request within their respective service areas; and

Section 0.3: WHEREAS, Mount Dora and PEF are Parties to a currently effective territorial agreement delineating their respective territories in Lake and Orange counties which was approved by the Commission by its Order No. 10267, issued on September 8, 1981, in Docket No. 800508-EU (the “Current Agreement”).

Section 0.4: WHEREAS, the Parties desire to restate and amend the Current Agreement in its entirety through this Amended Agreement in order to gain further operational efficiencies and customer service improvements in their respective retail service territories in the aforesaid counties, while continuing to eliminate circumstances giving rise to the uneconomic duplication of service facilities and hazardous situations that the Current Agreement is intended to avoid and;

Section 0.5: WHEREAS, the Commission is empowered by the Florida legislature, pursuant to Section 366.04(2)(d), Florida Statutes, to approve territorial
agreements and the Commission, as a matter of long-standing regulatory policy, has encouraged retail territorial agreements between electric utilities subject to its jurisdiction based on findings that such agreements, when properly established and administered by the Parties and actively supervised by the Commission, avoid uneconomic duplication of facilities, promote safe and efficient operations by utilities in rendering electric service provided to their customers, and therefore serve the public interest.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, which shall be construed as being interdependent, the Parties hereby agree to amend and restate the Current Agreement as follows:

ARTICLE I
DEFINITIONS

Section 1.1: Territorial Boundary Line(s). As used herein, the term “Territorial Boundary Line(s)” shall mean the boundary line(s) depicted on the maps attached hereto as Exhibit B which delineate and differentiate the Parties’ respective Territorial Areas in Lake and Orange counties.

Section 1.2: Mount Dora Territorial Area. As used herein, the term “Mount Dora Territorial Area” shall mean the geographic areas in Lake and Orange counties allocated to Mount Dora as its retail service territory and labeled as “Mount Dora Territorial Area” or “Mt. Dora” on the maps contained in Exhibit B.

Section 1.3: PEF Territorial Area. As used herein, the term “PEF Territorial Area” shall mean the geographic areas in Lake and Orange counties allocated to PEF as its
retail service territory and labeled as “PEF Territorial Area” or “PEF” on the maps contained in Exhibit B.

Section 1.4:  **Point of Use.** As used herein, the term “Point of Use” shall mean the location within the Territorial Area of a Party where a customer’s end-use facilities consume electricity, which such Party shall be entitled to provide retail electric service under this Amended Agreement, irrespective of where the customer’s point of connection or metering is located.

Section 1.5:  **New Customers.** As used herein, the term “New Customers” shall mean all end-use customers applying for retail electric service after the Effective Date of this Amended Agreement at a Point of Use in the Territorial Area of either Party.

Section 1.6:  **Existing Customers.** As used herein, the term “Existing Customers” shall mean any person receiving retail electric service from either PEF or Mount Dora at the location for which the service is existent on the Effective Date of this Amended Agreement.

Section 1.7:  **Commission.** As used herein, the term “Commission” shall mean the Florida Public Service Commission.

Section 1.8:  **Effective Date.** As used herein, the term “Effective Date” shall mean the date on which the Commission’s final Order granting approval of this Amended Agreement in its entirety becomes no longer subject to judicial review.

Section 1.9:  **Temporary Service Customers.** As used herein, the term “Temporary Service Customers” shall mean customers who are being temporarily served under the temporary service provisions of the Current Agreement.
ARTICLE II

RETAIL ELECTRIC SERVICE

Section 2.1: In General. Except as otherwise specifically provided herein, Mount Dora shall have the exclusive authority to furnish retail electric service within the Mount Dora Territorial Area and PEF shall have the exclusive authority to furnish retail electric service within the PEF Territorial Area. The Territorial Boundary Line shall not be affected by any change, through annexation or otherwise, that may occur in the corporate limits of any municipality lying within the Mount Dora Territorial Area or the PEF Territorial Area, unless agreed to in writing by the Parties and approved by the Commission.

Section 2.2: Service to New Customers. The Parties agree that neither will knowingly serve or attempt to serve any New Customer whose Point of Use is located within the Territorial Area of the other Party, except as specifically provided in Section 2.3 herein. However, in those instances where the Territorial Boundary Line traverses the property line of an individual New Customer or prospective New Customer, the Party in whose service area the majority of the Customer’s electric energy usage is expected to occur shall be entitled to serve all of the Customer’s usage.

Section 2.3: Temporary Service. The Parties recognize that in exceptional circumstances, economic constraints or good engineering practices may indicate that a New Customer’s Point of Use either cannot or should not be immediately served by the Party in whose Territorial Area such Point of Use is located. In such circumstances, upon written request by the Party in whose Territorial Area the New Customer’s Point of Use is located, the other Party may, in its sole discretion, agree in writing to temporarily provide service to such New Customer until such time as the requesting Party provides written notice of its intent to serve the Point of Use. The other Party shall inform the customer of the temporary nature of such service. Any such agreement for temporary
service which lasts, or is anticipated to last for more than one year shall be submitted to the Commission for approval in accordance with Section 5.1 hereof. Such temporary service shall be discontinued upon written notice from the requesting Party of its intent to provide service, which the Parties shall coordinate to minimize any inconvenience to the customer. However, the Party providing temporary service hereunder shall not be required to pay the other Party for any loss of revenue associated with the provision of such temporary service, nor shall the Party providing temporary service be required to pay the other Party any going concern value.

Section 2.4: Referral of Service Request. In the event that a prospective New Customer requests or applies for service from either Party to be provided to a Point of Use located in the Territorial Area of the other Party, the Party receiving the request or application shall advise the prospective New Customer that such request is not permitted under this Amended Agreement as approved by the Commission, and shall refer the prospective New Customer to the other Party.

Section 2.5: Correction of Inadvertent Service Errors. If any situation is discovered during the term of this Amended Agreement in which either Party is inadvertently providing retail electric service to a customer’s Point of Use located within the service area of the other Party, service to such customer will be transferred to such other Party. Until the transfer of service can be completed, the Party providing inadvertent service to the customer’s Point of Use will be deemed to be providing temporary service in accordance with Section 2.3 herein. The receiving Party may elect to purchase the electric facilities of the inadvertently serving Party used solely to provide service to the customer subject to transfer in return for compensation determined in accordance with Section 3.3.1 herein. Any such transfer shall be completed within 12 months of the discovery of the inadvertent error.
Section 2.6: Transfer of Customers and Facilities. There are no known customers or facilities to be transferred pursuant to this Amended Agreement.

ARTICLE III
TRANSFER OF CUSTOMERS

Section 3.1: In General. In the event circumstances arise during the term of the Agreement in which the Parties agree that, based on sound economic considerations or good engineering practices, an area located in the Service Territory of one Party would be better served if reallocated to the Service Territory of the other Party, the Parties shall jointly petition the Commission for approval of a modification of the Territorial Boundary Line that places the area in question (the “Reallocated Area”) within the Service Territory of the other Party and the transfer of the customers located in the Reallocated Area to the other Party.

Section 3.2: Transfer of Facilities. In conjunction with the transfer of customers pursuant to Sections 2.5 above, the receiving Party may elect to purchase the electric distribution facilities of the transferring Party used exclusively for providing electric service to the transferring customers for an amount determined in accordance with Section 3.3.1 below.

Section 3.3: Compensation for Transferred Facilities.

Section 3.3.1: Cost of Facilities. The receiving Party shall compensate the transferring Party for the electric distribution facilities described in Section 3.2 above in an amount based upon the replacement cost (new), less depreciation calculated on a straight-line basis over the life of each unit of property comprising the facilities, as
determined from the books and records of the transferring Party at the time of the transfer. Replacement costs shall be determined by applying a cost escalator such as the Handy Whitman Index or a common engineering cost estimation methodology mutually agreed to by the Parties.

Section 3.3.2: Time of Payment. All payments determined in accordance with this section shall be made by the receiving Party in cash within 60 days of the presentation of an invoice from the transferring Party upon completion of the transfer.

Section 3.3.3: Transfer Instruments. The transferring Party will make, execute, and deliver to the receiving Party the appropriate instruments of transfer to convey the transferring Party’s interest in the electric distribution facilities transferred to the receiving Party pursuant to Section 3.2 above.

ARTICLE IV
OPERATION AND MAINTENANCE

Section 4.1: Facilities to Remain. Other than expressly provided herein, no generating plant, transmission line, substation, distribution line or related equipment shall be subject to transfer or removal hereunder; provided, however, that each Party shall operate and maintain its lines and facilities in a manner that minimizes any interference with the operations of the other Party.

Section 4.2: Mount Dora Facilities to be Served. Nothing herein shall be construed to prevent or in any way inhibit the right and authority of Mount Dora to serve any Mount Dora municipal facility located in the PEF Territorial Area; provided, however,
that Mount Dora shall construct, operate and maintain said lines and facilities in such manner as to minimize any interference with the operation of PEF in PEF’s Territorial Area.

**Section 4.3: PEF Facilities to be Served.** Nothing herein shall be construed to prevent or in any way inhibit the right and authority of PEF to serve any PEF facility located in the Mount Dora Territorial Area which facility is used exclusively in connection with PEF’s business as an electric utility; provided, however, that PEF shall construct, operate and maintain said lines and facilities in such manner as to minimize any interference with the operation of Mount Dora in Mount Dora’s Territorial Area.

**ARTICLE V**

**PREREQUISITE APPROVAL**

**Section 5.1: Commission Approval.** The provisions and the Parties performance of this Amended Agreement are subject to the regulatory authority of the Commission, and appropriate approval by that body of this Amended Agreement in its entirety shall be an absolute condition precedent to the validity, enforceability, and applicability hereof. This Amended Agreement shall have no effect whatsoever until such approval has been obtained. Any proposed modification to this Amended Agreement shall be submitted to the Commission for approval. In addition, the Parties agree to jointly petition the Commission to resolve any dispute concerning the provisions of this Amended Agreement or the Parties performance hereunder.

**Section 5.2: Liability in the Event of Disapproval.** In event approval pursuant to Section 5.1 is not obtained, neither Party will have any claim against the other arising under this Amended Agreement.
Section 5.3: Supersedes Prior Agreements. Upon approval by the Commission, this Amended Agreement shall be deemed to specifically supersede the Current Agreement between the Parties defining the boundaries of their respective Territorial Areas in Lake and Orange counties.

ARTICLE VI
DURATION

Section 6.1: Term. This Amended Agreement shall continue and remain in effect for a period of 20 years from the Effective Date.

ARTICLE VII
CONSTRUCTION OF AGREEMENT

Section 7.1: Other Electric Utilities. Nothing in this Amended Agreement is intended to define, establish, or affect in any manner the rights of either Party hereto relative to any other electric utility not a party to this Amended Agreement with respect to the furnishing of retail electric service including, but not limited to, the service territory of either party hereto relative to the service territory of any other electric utility not a party to this Amended Agreement. The Parties understand that Mount Dora or PEF may, from time to time and subject to Commission approval, enter into territorial agreements with other utilities providing retail service in Lake and Orange counties and that, in such event, nothing herein shall be construed to prevent Mount Dora or PEF from designating any portion of its Territorial Area under this Amended Agreement as the retail service area of such other electric utility.

Section 7.2: Bulk Power for Resale. Nothing herein shall be construed to prevent either Party from providing a bulk power supply for resale purposes, regardless
of where the purchaser for resale may be located. Further, no other section or provision of this Amended Agreement shall be construed as applying to a bulk power supply for resale purposes.

Section 7.3: Intent and Interpretation. It is hereby declared to be the purpose and intent of the Parties that this Amended Agreement shall be interpreted and construed, among other things, to further this State’s policy of regulating the service territories of electric utilities; regulating the planning, development, and maintenance of a coordinated electric power grid throughout Florida; avoiding uneconomic duplication of generation, transmission and distribution facilities; and encouraging the installation and maintenance of facilities necessary to fulfill the Parties’ respective obligations to serve.

ARTICLE VIII
MISCELLANEOUS

Section 8.1: Negotiations. Whatever terms or conditions may have been discussed during the negotiations leading up to the execution of this Amended Agreement, the only terms and conditions agreed upon are those set forth herein, and no alteration, modification, enlargement or supplement to this Amended Agreement shall be binding upon either of the Parties unless made in writing, signed by both Parties, and approved by the Commission.

Section 8.2: Successors and Assigns. Nothing in this Amended Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or corporation, other than the Parties, any right, remedy or claim under or by reason of this Amended Agreement or any provision or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole
benefit of and shall be binding only upon the Parties and their respective representatives, successors and assigns.

Section 8.3: Notices. Notices and other written communications contemplated by this Amended Agreement shall be deemed to have been given if sent by certified mail, postage prepaid, by prepaid private courier, or by confirmed facsimile transmittal, as follows:

Mount Dora Electric Utility Manager City of Mount Dora Post Office Box 14042 1250 North Highland Street St. Petersburg, FL 33733-4042 Mount Dora, Florida 32757 Progress Energy Florida General Counsel

Either Party may change its designated representative or address to which such notices or communications shall be sent by giving written notice thereof to the other Party in the manner herein provided.

In WITNESS WHEREOF, the Parties have caused this Amended Agreement to be executed in triplicate in their respective corporate names and their corporate seals affixed by their duly authorized officers on the day and year first written above.

CITY OF MOUNT DORA

ATTEST:

___________________________  By___________________________
City Clerk  Mayor

PROGRESS ENERGY FLORIDA

By___________________________
President
Exhibit B

Amended Territorial Agreement Maps

Between Progress Energy Florida and the City of Mount Dora
CITY OF MOUNT DORA, FLORIDA
MAYOR AND CITY COUNCIL
MINUTES

Regular Meeting
Tuesday, August 2, 2011
City Hall Board Room

Having been duly advertised as required by law, Mayor Melissa DeMarco called the Regular City Council meeting of the Mount Dora City Council to order at 7:00 p.m. on Tuesday, August 2, 2011.

Police Chief Randy Scoggins gave the Invocation and led the Pledge of Allegiance to the Flag.

PRESENT: Mayor Melissa DeMarco, Vice-Mayor Bob Thielhelm, Council Members Janet Coffman, Tom Eppich, Vasco Watters, Dennis Wood and James Yatsuk; City Manager Michael Quinn, City Attorney Cliff Shepard and Recording Secretary Rose LaQuaglia Folan

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

PUBLIC APPEARANCES

Ms. Norma Flegenheimer, 633 Sand Lake Court, spoke in support of Animal Control Officer Cindy Blevins.

Mr. Oscar Flegenheimer, 633 Sand Lake Court, spoke in support of Animal Control Officer Cindy Blevins.

Ms. Josephine Ricci, 606 Michigan Street, spoke in support of Animal Control Officer Cindy Blevins and suggested there must be other places to cut rather than eliminating a one employee department.

Ms. Betty Cook, 692 Sandlake Court, spoke in support of Animal Control Officer Cindy Blevins.

Ms. Bobbi Ellis also spoke in support of Animal Control Officer Cindy Blevins.

Mayor DeMarco thanked the speakers for coming forward. She also reminded everyone of the two Budget Hearings that are coming up in September and stated that it is definitely impactful when residents speak.

Mr. Terrance Abbott of Visit Mount Dora (formerly Mount Dora Merchants Association) stated that a new program called “Mount Dora Night” has been started to advertise businesses that are
Mayor DeMarco asked about the advertising medium. Mr. Abbott responded that it is a map/publication in the newspaper.

Mr. Abbott also pointed out that the Mount Dora Craft Show was ranked 67th – putting it back in the top 100.

Mr. Abbott concluded by providing a copy of the Mount Dora Merchants Association Profit & Loss statement as well as copy of their Bylaws as previously requested by Council.

CONSENT AGENDA

1. Approval of Interlocal Agreement Between Lake County and the City of Mount Dora Relating to the Provision of Library Services 2011-2013
2. Approval of City Council Budget Workshop Minutes dated July 14, 2011
3. Approval of City Council Workshop Minutes dated July 19, 2011
4. Approval of City Council Meeting Minutes dated July 9, 2011
5. Approval of City Council Budget Workshop Minutes dated July 21, 2011

Mr. Thielhelm moved to approve the consent agenda. Mr. Watters seconded the motion. The motion was approved unanimously.

PUBLIC HEARINGS

First Reading of Ordinance 2011-14, Parks and Recreation Advisory Board Meeting Frequency

Mr. Shepard read Ordinance 2011-14 by title only.

ORDINANCE 2011-14

AN ORDINANCE OF THE CITY OF MOUNT DORA, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 2, PART VIII, SUBPART 3, SECTION 2.1410 OF THE MOUNT DORA CODE OF ORDINANCES TO REVISE THE PARK AND RECREATION REGULARLY SCHEDULED MEETINGS FROM MONTHLY TO EVERY OTHER MONTH OR AS REQUIRED; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND CODIFICATION; AND SETTING AN EFFECTIVE DATE.

Mr. Eppich pointed out a conflict in the language in the third Whereas clause and the title. He also stated the language is confusing and may not achieve the committee’s goal. Mr. Eppich questioned whether changing this could lead to a situation where the board would not be meeting but once or twice a year.

Mr. Thielhelm stated that he believed this language was to allow more flexibility for the board and to stretch out the time period between meetings.
Mr. Shepard stated that language could be changed to state a minimum of every other month but it could be left as it appears.

Mr. Hughes stated that Mr. Thielhelm was correct this change was to allow for more flexibility.

Ms. Marsha Blum, Parks & Recreation Advisory Board Member, stated that the language was as it was phrased when the committee voted and it was to allow more flexibility.

Mr. Quinn explained that this ordinance does not deal with absenteeism and he indicated that this frequency of meetings requires additional language regarding absences.

Mr. Thielhelm moved to approve the First Reading of Ordinance 2011-14 with modification to the language to be consistent with the title. Mr. Wood seconded the motion. The motion to approve Ordinance 2011-04 FAILED by roll call vote.

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<tr>
<th>Mr. Thielhelm</th>
<th>No</th>
<th>Mr. Wood</th>
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<tr>
<td>Mr. Watters</td>
<td>No</td>
<td>Mr. Yatsuk</td>
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<tr>
<td>Ms. Coffman</td>
<td>No</td>
<td>Mayor DeMarco</td>
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<tr>
<td>Mr. Eppich</td>
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Mr. Thielhelm moved to table this item to the next meeting. Ms. Coffman seconded the motion.

First Reading of Ordinance 2011-12, Voluntary Annexation 0.20 acre; South of Old Eustis Road/US Hwy 441 and East of Morningside Drive (1680 Old Eustis Rd)

Mr. Shepard read Ordinance 2011-12 by title only.

**ORDINANCE 2011-12**

AN ORDINANCE ANNEXING, BY VOLUNTARY PETITION, PROPERTY GENERALLY LOCATED SOUTH OF OLD EUSTIS ROAD AND EAST OF MORNINGSIDE DRIVE (1680 OLD EUSTIS ROAD), MOUNT DORA, FLORIDA, COMPRISING 0.29 ACRES MORE OR LESS, SAID PROPERTY BEING CONTIGUOUS TO THE CITY OF MOUNT DORA AND BEING ANNEXED IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; REDEFINING THE BOUNDARIES OF THE CITY OF MOUNT DORA TO INCLUDE SAID PROPERTY; PROVIDING FOR FINDINGS; PROVIDING A LEGAL DESCRIPTION AND A MAP; REVISING THE CITY COUNCIL DISTRICT; DIRECTING THE CITY CLERK TO FILE THIS ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICER OF LAKE COUNTY, AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR CONFLICTS, AND SEVERABILITY; SETTING AN EFFECTIVE DATE.
Mr. Reggentin stated that this is a situation where The Dermatology Group has experienced difficulties with parking as well as space utilization issues and this change will address the problems.

Mr. Wood moved to approve the First Reading of Ordinance 2011-12. Mr. Watters seconded the motion. The motion was approved by roll call vote.

| Mr. Watters | Yes | Mr. Yatsuk | Yes |
| Ms. Coffman | Yes | Mr. Thielhelm | Yes |
| Mr. Eppich | Yes | Mayor DeMarco | Yes |
| Mr. Wood | Yes |

First Reading of Ordinance 2011-13, Change in Zoning from County R-1 to City R-2; 0.29 acre; South of Old Eustis Road/US Hwy 441 and East of Morningside Drive (1680 Old Eustis Rd)

Mr. Shepard read Ordinance 2011-13 by title only.

**ORDINANCE 2011-13**

AN ORDINANCE OF THE CITY OF AMOUNT DORA, LAKE COUNTY, FLORIDA, ASSIGNING THE R-2 (DUPLEX RESIDENTIAL) ZONING CLASSIFICATION TO ANNEXED PROPERTY LOCATED SOUTH OF OLD EUSTIS ROAD AND EAST OF MORNINGSIDE DRIVE (1680 OLD EUSTIS ROAD), COMPRISING 0.29 ACRES, PROVIDING THAT THE OFFICIAL ZONING MAP BE MODIFIED ACCORDINGLY; PROVIDING FOR CONFLICTS; SEVERABILITY; AND SETTING AN EFFECTIVE DATE.

Mr. Thielhelm moved to approve the First Reading of Ordinance 2011-13. Mr. Yatsuk seconded the motion. The motion was approved by roll call vote.

| Ms. Coffman | Yes | Mr. Thielhelm | Yes |
| Mr. Eppich | Yes | Mr. Watters | Yes |
| Mr. Wood | Yes | Mayor DeMarco | Yes |
| Mr. Yatsuk | Yes |

**COUNCIL CONSIDERATION/DISCUSSION OF DEPARTMENTAL TOPICS**

**CITY MANAGER**

Review and Discussion of Proposed Summary Language for Website pertaining to Council/Manager Form of Government

Mr. Quinn stated that he kept the presentation brief while providing some examples of what other governments do in the situation. Council agreed that the City Manager should proceed with the addition to the website.
Draft Language for Residency Requirement for Election Candidates
Mr. Quinn expressed concern that a residency requirement is needed for candidates, but he stated that he will still need to come back to Council with an ordinance.

Mr. Thielhelm asked if the language proposed has been through the courts. Mr. Shepard responded that language is not at issue but meeting the requirements is what has been challenged in the courts. He stated that, generally speaking, courts use the criteria of where someone votes or where they pay taxes.

Ms. Coffman stated that it must be mandatory that candidates vote in Lake County to avoid liability. Mr. Shepard pointed out that there is no liability to the City because it is candidates who fight each other.

Mr. Eppich stated the he does not see the necessity of a residency requirement. Ms. Coffman pointed out that several residents asked for this to be added.

Mr. Wood stated he would like to see full-time residents, but it is very hard to define as there are residents who serve on committees that return from Michigan for meetings.

Mr. Yatsuk asked the definition of an elector. Mr. Shepard responded that an elector is someone who is registered to vote, but that this is not generally even a requirement.

Mr. Shepard brings up the current requirement that City Council must decide on residency when question arises. Ms. Coffman stated this was not acceptable. Mr. Quinn pointed out that it is the current language in Code.

Mr. Shepard offered that the requirement could be that someone is a resident for 12 consecutive months and be a registered voter in Lake County. Council generally accepted that language.

Discussion and Review of Special Event Information
Mr. Quinn presented issues regarding special event documents, forms, etc.:

- Allowing animals to special events, except for significant events, need Council direction on how to proceed with this because there is some confusion with the public about allowing animals at events. Council consensus was to not allow animals at events.
- Modification is needed to Special Event Application to have a place to check if they are City residents. Mr. Quinn pointed out that Parks & Recreation will have a method (e.g. maps, address lists, Property Appraiser website) to verify the residency.
- IRS Form 990 is a long form that may not be appropriate for submission by organizations. Mayor DeMarco pointed out that only certain information is being requested. Mr. Eppich and Ms. Coffman both indicated that only certain information should be requested. Consensus was that only certain pages from IRS Form 990 need to be submitted.
- Shorten time frame for reservations; currently 2 years in advance. Mr. Thielhelm suggested continuing the present procedure. Council consensus.
- Address the issue that a CRA grant application does not currently exist. Consensus is to reinstitute a grant application process.
• Need clarification on elimination of fee waivers for facilities. Mr. Eppich would like to see the figures. Mayor DeMarco suggested giving the city manager/parks & recreation discretion on amounts not to exceed $100. Consensus on the discretionary amount.

Mr. Quinn stated that he is rewriting the special event ordinance so this will be coming back to Council. Ms. Coffman asked for a timeframe. Mr. Quinn responded that, with the current budget review, it would be at least a month.

**OTHER BUSINESS**

Preliminary Information pertaining to Costs Associated with Code Enforcement Functions
Mayor DeMarco advised that she asked Mr. Quinn to include this information in the packet so that Council would have it available to them.

**Evening Concert Events During Major Events**
Mr. Quinn advised that the Craft Fair coming up in October recently added a sub-event, a music event. He pointed out that we do not rent certain facilities during those major events, but this is a concert during the evening at the Community Center later in the evening. Mr. Quinn also pointed out that they have gone outside the Special Event process in doing it this way. Mr. Quinn stated that he is looking for direction from the Council.

Ms. Coffman asked if the Craft Fair is using the facility. Mr. Quinn responded that they are not.

Mayor DeMarco commented that she would need more time to think about this and she would also need more information before making a decision.

Chief Scoggins commented on the difficulty this would cause with traffic and parking, especially while some streets are closed, to have one event ending as another event is beginning.

Mr. Quinn will ask the Craft Fair representatives to provide a new application for the entire event.

**Mr. Lyle Sumek - Information**
Ms. Coffman asked about the information and materials that Mr. Sumek was to provide for Council. Mr. Quinn responded that he has not received the information.

**Budget Information**
Mr. Eppich distributed information to Council members related to FTE Changes and Average Cash Compensation Comparison for budget consideration. Mr. Quinn stated he will try to bring back some response or information.

**E-mail from James Homich**
Mr. Eppich asked Mr. Shepard to review and comment on an e-mail from James Homich. Mr. Thielhelm commented as well asking if Mr. Shepard felt there would be any legal problem. Mr. Shepard responded that there are no legal issues.
FDOT Correspondence re US Hwy 441/Donnelly

Mr. Wood read a short e-mail he received from FDOT stating their future commitment, dependent on funding, for pedestrian features with crosswalks at this intersection. He pointed out that he and Mr. Thielhelm had been working on this for two years at MPO and they were finally successful.

**ADJOURNMENT**

There being no further business for discussion, the meeting adjourned at approximately 8:24 pm

__________________________
Melissa DeMarco, Mayor

__________________________
Michael Quinn, City Manager
DATE: August 16, 2011

TO: Mayor and City Council

FROM: Mark Reggentin, AICP, Planning and Development Director

VIA: Michael Quinn, City Manager

RE: Second Reading Ordinance No. 2011-12 Voluntary Annexation 0.29 acre; South of Old Eustis Road/US Hwy 441 and east of Morningside Drive (1680 Old Eustis Road).

Recommendation:
Staff recommends approval of the above-referenced request for voluntary annexation.

The Planning and Zoning Commission at their regularly scheduled July 20, 2011, meeting recommended unanimous approval of the proposed annexation.

City Council, at their regularly scheduled meeting on August 2, 2011, recommended approval of First Reading of Ordinance 2011-12 and hold for Second Reading and Final Adoption on August 16, 2011.

Reference/Support:
Section 1.3 Land Development Code
Chapter 171, Florida Statutes
JPA (Agreement)

Background:
SITE SUMMARY:
Existing Use: Vacant Land (date of annexation)
Proposed Use: Parking for the adjacent medical office
Future Land Use: Urban Residential (0-7 du/ac)
Zoning: County R-1 (Proposed zoning City R-2)
Overlay Zones: None
JPA: Yes - City of Mount Dora and Lake County Joint Planning Area
City District: District 4
Building Size: Use of property intended for parking of adjacent medical building
Site Area: 0.29 +/- acre or 12,632sf (90'x140')
The applicant is requesting annexation of approximately 0.29 acre located at the southeast corner of Old Eustis Road and Morningside Drive. The property owner (GWH&D Properties, LLP) is the same owner to the property adjacent to the west. The owner wishes to expand the existing medical office building and provide additional off-site parking and retention areas.

The subject property is currently zoned County R-1 with a County Urban Residential (0-7 du/ac) Future Land Use designation. Upon annexation the property will be assigned a City R-2 zoning district, which is an equivalent classification under the County's Urban Residential FLUM.

The subject property is located in the City/County Joint Planning Area and is eligible for annexation. The property is contiguous to the City Limits to adjacent the west.

**Attachments:**
- Ordinance No. 2011-12
- Vicinity Map
- Application
- Survey

**Schedule and Notification**
- P&Z - July 20, 2011
- City Council First Reading - August 2, 2011
- Duly Advertised (Legal Enactment Ad): August 5, 2011
- Duly Advertised (Legal Annexation Ad): August 5, 2011 and August 12, 2011
- City County Second Reading and Adoption - August 16, 2011

- JPA Notice to County - June 10, 2011
- 10 Day Notice to Lake BCC (via certified mail) - July 25, 2011
- Public Hearing Notice - August 5, 2011
- Enactment of Ordinance Heading Ad - August 5, 2011
- Public Hearing Notice - August 12, 2011
- Ordinance filed Clerk of Circuit Court & County Manager (by City Clerk) - 7 days after adoption
ORDINANCE NO: 2011-12

AN ORDINANCE ANNEXING, BY VOLUNTARY PETITION, PROPERTY GENERALLY LOCATED SOUTH OF OLD EUSTIS ROAD AND EAST OF MORNINGSIDE DRIVE (1680 OLD EUSTIS ROAD), MOUNT DORA, FLORIDA, COMPRISING 0.29 ACRES MORE OR LESS, SAID PROPERTY BEING CONTIGUOUS TO THE CITY OF MOUNT DORA AND BEING ANNEXED IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; REDEFINING THE BOUNDARIES OF THE CITY OF MOUNT DORA TO INCLUDE SAID PROPERTY; PROVIDING FOR FINDINGS; PROVIDING A LEGAL DESCRIPTION AND A MAP; REVISING THE CITY COUNCIL DISTRICT; DIRECTING THE CITY CLERK TO FILE THIS ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICER OF LAKE COUNTY, AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR CONFLICTS, AND SEVERABILITY; SETTING AN EFFECTIVE DATE.

WHEREAS, the GWH&D Properties, LLP, property owner has requested that the City of Mount Dora annex lands into the City of Mount Dora, said owner having been determined to be the fee simple title owner of said property; and

WHEREAS, the City Council finds and determines that the petition for annexation of the owner bears the signature of the owner; and

WHEREAS, the said owner/applicant petitioned the City of Mount Dora, pursuant to Section 171.044, Florida Statutes, for annexation of said property into the municipal limits of the City of Mount Dora; and

WHEREAS, the owner is hereby listed as GWH&D Properties, LLP, and the applicant duly authorized to act on behalf of owner is Dermatology Group, PA; and

WHEREAS, the Staff has reviewed and subsequently recommended approval of the annexation of said property to the City Council of the City of Mount Dora and have accomplished all actions required under the Code of Ordinances of the City of Mount Dora; and

WHEREAS, the City Council has determined that the property proposed to be annexed into the City of Mount Dora is all within an unincorporated area of Lake County, is reasonably compact and contiguous to the corporate areas of the City of Mount Dora, Florida, and it is further determined that the annexation of said property will not result in the creation of any enclave, and it is further determined that annexation of said property otherwise fully complies with the requirements of State law; and

WHEREAS, the City has furnished the Board of County Commissioners of Lake County a copy of the published notice of annexation by certified mail no sooner than ten (10) days prior to said publication, and said action is hereby ratified and confirmed by the City Council; and
Ordinance No. 2011-12

WHEREAS, all other procedural and notice requirements mandated by State law and the City’s Charter and Code of Ordinances have been followed and satisfied; and

WHEREAS, the City Council of the City of Mount Dora, Florida hereby determines that it is to the advantage of the City of Mount Dora and in the best interests of the citizens of the City of Mount Dora to annex the property described below; and

WHEREAS, the map attached hereto as Exhibit “A” clearly shows, describes and depicts, by metes and bounds, the property which is hereby annexed into the City of Mount Dora;

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

SECTION 1: LEGISLATIVE FINDINGS. The recitals set forth above are hereby adopted as legislative findings of the City Council of the City of Mount Dora.

SECTION 2: ANNEXATION. The following described property, Tax Parcel Identification Number 24-19-26-13000000300 (Alt Key# 1261937), lying within an unincorporated area of Lake County, generally located on is hereby annexed to the City of Mount Dora pursuant to Section 171.044, Florida Statutes. The parcel to be annexed is described as follows:

LOT 3, LAKE GERTRUDE MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 106, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LESS RIGHT-OF-WAY FOR ROAD.

CONTAINING 0.29 ACRE, MORE OR LESS ACRE.

SECTION 3. CITY COUNCIL DISTRICT. The property described in Section 2 of this Ordinance shall be included the City Council District 4 boundary of Part 2, Subpart 2, Section 2.210 of the Mount Dora Code of Ordinances.

SECTION 4: EFFECT OF ANNEXATION. Upon this Ordinance becoming effective, the property owner of the said property shall be entitled to all the rights and privileges and immunities as are from time-to-time granted to property owners of the City of Mount Dora, Florida as further provided in Chapter 171, Florida Statutes, and shall further be subject to the responsibilities of ownership as may from time-to-time be determined by the governing authority of the City of Mount Dora, Florida and the provisions of said Chapter 171, Florida Statutes.

SECTION 5: ADMINISTRATIVE ACTIONS. In accordance with Section 171.044(3), Florida Statutes, within seven (7) days of the adoption of this Ordinance, the City Clerk shall file a certified copy of this Ordinance, with legal description and map, with the Clerk of the Court of Lake County (Land Records/Recording), with the Chief Administrative Officer of Lake County (the County Manager), with the Florida Department of State, and with any additional agencies impacted by said annexation.
Ordinance No. 2011-12

SECTION 6: CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 7: SEVERABILITY. Upon a determination by a court of competent jurisdiction that a portion of this ordinance is void, unconstitutional, or unenforceable, all remaining portions shall remain in full force and effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 8: CODIFICATION. The provisions of this Ordinance shall not be codified, but the annexed property shall be incorporated and included in all appropriate maps of the City Limits of the City of Mount Dora by the City Manager, and the City Manager is hereby directed to take any and all appropriate actions relative to land use planning pertaining to the property annexed pursuant to this Ordinance.

SECTION 9: EFFECTIVE DATE. This ordinance shall take effect immediately upon its enactment.

PASSED AND ORDAINED this 16th day of August, 2011, by the City Council of the City of Mount Dora, Lake County, Florida, at a regular Council meeting.

Attest:

Gwen Johns, City Clerk
City of Mount Dora

Melissa DeMarco, Mayor
City of Mount Dora

Date of First Reading: August 2, 2011
Date of Second Reading: August 16, 2011
Duly Advertised: August 5, 2011

Approved as to form:

Clifford B. Shepard, City Attorney
City of Mount Dora
EXHIBIT "A"
Ordinance No. 2011-12

ANNEXATION
GWH&D Properties, LLP
0.29 Acre
1680 Old Eustis Road

Legend

\[\text{City Limits}\]
\[\text{Annexation Boundary}\]

Scale: 1"=600'

Date: 7/21/2011
VOLUNTARY ANNEXATION APPLICATION

1. Applicant's Name: G W H & D Properties LLP
   Address: 521 W. SR 434, Suite 202
   City, State & Zip: Longwood, FL 32750
   Phone: 407-332-0733 Fax: 407-260-062

2. Owner's Name: (SAME AS ABOVE)
   Address: 
   City, State & Zip: 
   Phone: Fax: 

3. The property is generally located: OLD EUSTIS ROAD 300 FT. SOUTH OF WORMSIDE DRIVE

4. The address of the property is: 1680 OLD EUSTIS ROAD, MT. DORA, FL 32757

5. Area of property: Square Feet 12,632 Acres 0.29

6. Does property have, or will it have, the following: Central Water & Sewer SEPTIC SYSTEM
   Well & Septic Tank


8. Requested Zoning and Land Use Category SAME
   Zoning Land Use Category SAME

9. Number of any existing structures on the property: ONE (1)

10. Present use of any structures and of the property: SINGLE FAMILY RESIDENTIAL HOUSE

   RECEIVED
   JUN - 6 2011

   JEFFREY S. GRIMWALD, M.D.

   Owner/Applicant Signature 6-6-11

   PROJECT NO: ANNX11-01
OWNER AUTHORIZATION AND CONSENT FOR:

Annexation (Project # ANNX11-01)
Conditional Use Permit (Project# CUP11-03)
Variance (Project # VAR11-03)

June 16, 2011

Vince Sandersfeld, Planning Coordinator
City of Mt. Dora
Planning & Development
510 N. Baker Street
Mt. Dora, FL 32757

We hereby authorize Jeffrey S. Greenwald, M.D. to sign as owner/partner of
G W H & D Properties, LLP on behalf of the following owners/partners for
the above projects involving 1680 Old Eustis Road in Mt. Dora, Florida
(located in county) in conjunction with The Dermatology Group, P.A.
located at 2850 Morningside Drive in Mt. Dora, Florida (located in city):

Thomas G. Wise, M.D.
Owner/Partner

Date

Michael S. Henner, M.D.
Owner/Partner

Date

Robert W. Demetrius, M.D.
Owner/Partner

Date
This Warranty Deed is made this 29th of April, 2009 from Donel E. Anderson and Jessie R. Anderson, a/k/a Jessie Dale Anderson, husband and wife, whose address is 1680 Old Eustis Road, Mount Dora, FL 32757 (hereinafter called "Grantor") to G., W., H. & D. Properties, LLP, a Florida limited liability partnership, whose address is 521 West S.R. 434, Suite 202, Longwood, FL 32750 (hereinafter called "Grantee"):

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of business entities.)

Witnesseth: that the Grantor, for and in consideration of the sum of Ten Dollars and Zero Cents ($10.00), and other good and valuable consideration in hand paid to said Grantee, the receipt and sufficiency whereof are hereby acknowledged, does hereby grant, bargain, and sell to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida, to-wit:

LOT 3, LAKE GERTRUDE MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 106, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR ROAD.

Subject to easements, restrictions and reservations of record, if any; however, this reference shall not operate to re impose the same.

Together with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

To have and to hold, the same in fee simple forever.

And the said Grantor hereby covenants with the said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2008.
In witness whereof the said Grantor has signed and sealed these presents, the day and year first above written.

Signed, sealed and delivered
in the presence of:

[Signatures]

Witness Name: Brenda L. Romano
Witness Name: Diana Harms
Witness Name: Brenda L. Romano
Witness Name: Diana Harms

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 29th day of April, 2009 by Donel E. Anderson and Jessie R. Anderson, who [X] have produced a driver license as identification.

[Notary Seal]

Notary Public
Brenda L. Romano
Printed Name: Brenda L. Romano
My Commission Expires: 11/07/2012
DATE: August 16, 2011

TO: Mayor and City Council

FROM: Mark Reggentin, AICP, Planning and Development Director

VIA: Michael Quinn, City Manager

RE: Second Reading Ordinance No. 2011-13 Change in Zoning From County R-1 to City R-2; 0.29 acre; South of Old Eustis Road/US Hwy 441 and east of Morningside Drive (1680 Old Eustis Road).

Recommendation:
Staff recommends approval of the above-referenced request for change in zoning from County R-1 to City R-2, subject to annexation.

The Planning and Zoning Commission at their regularly scheduled July 20, 2011, meeting recommended unanimous approval of proposed change in zoning, subject to annexation.

City Council, at their regularly scheduled meeting on August 2, 2011, recommended approval of First Reading of Ordinance 2011-16 and hold for Second Reading and Final Adoption on August 16, 2011.

Reference/Support:
Section 3.3 Land Development Code

Background:
SITE SUMMARY:
Existing Use: Vacant Land (date of annexation)
Proposed Use: Parking for the adjacent medical office
Future Land Use: Urban Residential (0-7 du/ac)
Zoning: County R-1
Proposed Zoning: City R-2
Overlay Zones: None
Building Size: None proposed
Site Area: 0.29+/- acre or 12,632sf (90'x140')

SURROUNDING PROPERTY TABLE
Direction City/County FLU Zoning Existing Use(s)
North County Med. Density Res. C-1 Vacant Land
South County Med. Density Res. R-1 SFR
East County Med. Density Res. R-1 SFR
West City Office OP Dermatology Medical Office

The applicant is requesting change in zoning for approximately 0.29 acre located at the southeast corner of Old Eustis Road and Morningside Drive. The property owner (GWH&D Properties, LLP) is the same owner to the property adjacent to the west. The owner wishes to expand the existing medical office building and provide additional off-site parking and retention areas.

The subject property is currently zoned County R-1 with a County Urban Residential (0-7 du/ac) Future Land Use designation. Upon annexation the property will be assigned a City R-2 zoning district, which is an equivalent classification under the County's Urban Residential FLUM. The proposed parking use will require approval of a Conditional Use Permit (CUP) and Site Plan pursuant to the City's normal CUP/Site review process.

City R-2 Site Development Standards:
- Permitted Uses Allowed: Single-Family
- Min. Lot Size: 7,000sf
- Min. Lot Width: 60'
- Duplex
- 10,000sf
- 60'

A review of the criteria in Section 3.3.4 of the Land Development Code reveals the following:

1. The need and justification for the change: The applicant would like the ability to develop the site as for parking area for the adjacent medical building. The applicant proposes to rezone the site to City R-2, which requires a Conditional Use Permit for adjacent business parking needs. The proposed parking will assist the Dermatology Group in their off-site parking needs.

2. The effect of the change, if any, on the particular property and on surrounding property: Rezoning of this property to City R-2 should not have a negative effect on this property nor on the surrounding property. The lands to the north are currently zoned C-1 and the properties to the west is zoned OP, County R-3, and to the east/south zoned County R-1.

3. The amount of undeveloped land having the same classification as that requested in the general area and throughout the city: From a review of the zoning map the City R-2 zoning district is concentrated in the downtown area. There are no known impacts associated with change to City R-2. The proposed zoning is a result of annexation and setting a City zoning classification for the subject property.

4. The relationship of the proposed amendment to the purpose of the City’s comprehensive plan, with appropriate consideration as to whether the proposed change will further the purpose of this code and the plan. The use is consistent with the Comprehensive Plan. The site has been designated County Urban Residential (7 DU/AC or less) on the future land use map. Parking areas are permitted use for adjacent medical office uses.

5. The availability and provision of adequate services and facilities: Services and facilities are currently available to this property.

6. The impact on the natural environment: There are no adverse impacts on the natural environment as a result of this rezoning. Prior to annexation, the subject property was previously a developed site.
Attachments:
Ordinance No. 2011-13
Vicinity Map
Application
Survey

Schedule and Notification
P&Z - July 20, 2011
City Council First Reading - August 2, 2011
Duly Advertised (Legal Enactment Ad): August 5, 2011
City County Second Reading and Adoption - August 16, 2011
ORDINANCE NO: 2011-13

AN ORDINANCE OF THE CITY OF MOUNT DORA, LAKE COUNTY, FLORIDA, ASSIGNING THE R-2 (DUPLEX RESIDENTIAL) ZONING CLASSIFICATION TO ANNEXED PROPERTY LOCATED SOUTH OF OLD EUSTIS ROAD AND EAST OF MORNINGSIDE DRIVE (1680 OLD EUSTIS ROAD), COMPRISING 0.29 ACRES, PROVIDING THAT THE OFFICIAL ZONING MAP BE MODIFIED ACCORDINGLY; PROVIDING FOR CONFLICTS; SEVERABILITY; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the property located south of Old Eustis Road and east of Morningside Drive (1680 Old Eustis Road), Parcel Number: 24-19-26-130000000300 (Alt Key# 1261937), has been annexed into the City of Mount Dora, Florida pursuant to Ordinance No: 2011-12 to which an appropriate zoning classification should be made consistent with Chapter III of the City of Mount Dora Land Development Code; and

WHEREAS, the City Council of the City of Mount Dora has determined the property owner, GWH&D PROPERTIES, LLP, of the annexed lands has initiated zoning of the property and desires that the property be zoned; and

WHEREAS, the City Council of the City of Mount Dora has received public input on the zoning and a recommendation from staff and the Planning and Zoning Commission for the assignment of the zoning classification of R-2 (Duplex Residential) to said recently annexed property; and

WHEREAS, the zoning classification is consistent with the Mount Dora Comprehensive Plan, Future Land Use Map, as it is to be amended; and

WHEREAS, the City Council of the City of Mount Dora finds such zoning to be in the best interest of the inhabitants of said City and, accordingly, desires to amend the Official Zoning Map as hereinafter set forth.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA:

SECTION 1: The recitals set forth above are hereby adopted as legislative findings of the City Council of the City of Mount Dora.

SECTION 2: The following described property, Tax Parcel Identification Number 24-19-26-130000000300 (Alt Key# 1261937), which was annexed into the City of Mount Dora pursuant to Ordinance No: 2011-12, is rezoned and assigned R-2 (Duplex Residential) zoning classification:
Ordinance No. 2011-13
Page 2

LOT 3, LAKE GERTRUDE MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 106, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LESS RIGHT-OF-WAY FOR ROAD. CONTAINING 0.29 ACRE, MORE OR LESS ACRE.

SECTION 3: ZONING MAP. The Official City Zoning Map shall be amended to conform to the zoning assigned as described in Section 2 of this Ordinance.

SECTION 4: CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 5: SEVERABILITY. Upon a determination by a court of competent jurisdiction that a portion of this ordinance is void, unconstitutional, or unenforceable, all remaining portions shall remain in full force and effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6: EFFECTIVE DATE. This ordinance shall take effect immediately upon its enactment.

PASSED AND ORDAINED this 16th day of August, 2011, by the City Council of the City of Mount Dora, Lake County, Florida, at a regular Council meeting.

Attest:

__________________________  _________________________
Gwen Johns, City Clerk       Melissa DeMarco, Mayor
City of Mount Dora           City of Mount Dora

Date of First Reading: August 2, 2011
Date of Second Reading: August 16, 2011
Duly Advertised: August 5, 2011

Approved as to form:

__________________________
Clifford B. Shepard, City Attorney
City of Mount Dora
GWH&D Properties, LLP
0.29 Acre
1680 Old Eustis Road

Change In Zoning
From County R-1
To City R-2

Legend

City Limits
Rezoning Boundary

Date: 7/21/2011

Scale: 1"=350'

CITY OF MOUNT DORA

PROPRIETARY MATERIAL. © 2011 City of Mount Dora. All rights reserved. For official use only.
REZONING APPLICATION

1. Owner's Name: GWH&D Properties, LLP
   Address: 521 W. SR 434, suite 202, Longwood, FL 32750
   Phone: 407.332.0733
   Fax: 407.260.0602

2. Applicant's Name: same as above
   Address: 
   Phone: 
   Fax: 

3. The property is located in the vicinity of the following streets or the following addresses:
   1680 Old Eustis Road

4. Area of Property: Square feet: 10,032
   Acres: 0.25

5. Existing zoning: R-1 (Lake County)
   Proposed zoning: R-2 (Mount Dora)
   Existing land use category: Residential
   Surrounding zoning category
   North: Right of Way
   South: R-1 (Lake County)
   East: R-1 (Lake County)
   West: C-1 (Mount Dora)

**Note:** Conceptual site plans are required for commercial, industrial and planned unit development zoning. Said plans must be prepared in accordance with the Design Standards of the Land Development Code.

6. Number of any existing structures on the property and the present use of the structures and property
   one (1) single family home

7. Proposed Use of the Property: Parking lot for adjacent medical office
8. Is the proposed use permissible in the requested district? yes, as a Conditional Use which is being applied for Reference attached.

9. State the reason for this request (Attach to application form). Refer to review criteria.

10. Has any previous application been filed within the last year in connection with this property? no

If yes, briefly describe the nature of the request: n/a

11. The exact legal description of the property being petitioned. (May attach to application form):
Lot 3, Gertrude Manor, According to the plat thereof as recorded in Plat Book 12, Page 106, Public Records of Lake County, Florida less Right of Way for road.

12. Twelve (12) copies of a legal survey. Additional copies will be required for the Planning and Zoning Commission and City Council review. (Only one (1) copy must be signed and sealed.) The survey must be provided in PDF electronic format for City Council.

13. Proof of ownership (Attach to application form)

14. If applicant is other than the owner, a notarized letter from the owner, authorizing the applicant to act in his behalf shall be required.

Owner/Applicant Signature 7/11/11

Date
DATE: August 16, 2011

TO: Mike Quinn, City Manager

FROM: Roy Hughes, Parks and Recreation Director

RE: Parks and Recreation Advisory Board Meetings

Recommendation:

At the last meeting of the Parks and Recreation Advisory Board meeting a request was made and voted upon by all members to seek changes to the current ordinance regarding the required scheduling of their meetings. On a unanimous vote the board voted to seek the changes that would allow for it to meet every other month or as required during the year. This would allow for breaks during the summer months or during holidays and not have an impact on the work done by this group. As also was requested by council, the ordinance was sent to the city’s attorney’s office to add the section on absences. It is my recommendation that council approve the revised ordinance with additions.

References/Support:

See Attached ordinance.

Background/Information:

The current ordinance mandates that the Parks and Recreation Advisory Board must meet monthly.
AN ORDINANCE OF THE CITY OF MOUNT DORA, LAKE COUNTY, FLORIDA, AMENDING SECTION 2.1400 OF THE MOUNT DORA CODE OF ORDINANCES TO REVISE THE PARK AND RECREATION BOARD ATTENDANCE REQUIREMENTS, AMENDING SECTION 2.1410 OF THE MOUNT DORA CODE OF ORDINANCES TO REVISE THE PARK AND RECREATION REGULARLY SCHEDULED MEETING REQUIREMENT FROM MONTHLY TO EVERY OTHER MONTH OR AS REQUIRED; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND CODIFICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, in the exercise of its home rule powers, and in the best interest of the health, safety, welfare, and enjoyment of its citizens, the City has created boards and committees to oversee and provide recommendations on recreation activities and programs; and

WHEREAS, the City's Park and Recreation Board addresses recreation and park meets at the pleasure of the City Council; and

WHEREAS, in order to provide flexibility in the Park and Recreation Board meetings it is necessary to revise the board member attendance requirements and revise the meeting requirement from every month to every other month or as required; and

WHEREAS, the City Council of Mount Dora, Florida finds it appropriate to amend the attendance requirements and meeting schedule for the Park and Recreation Board.

NOTE: Underlined words constitute additions to the original text of the Code of Ordinances; strikethroughs constitute deletions to the original text of the Code of Ordinances.

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

SECTION 1: Legislative Findings and Intent. The recitals set forth above are hereby adopted as legislative findings of the City Council of the City of Mount Dora.

SECTION 2: Section 2.1400 of the City of Mount Dora Code of Ordinances is hereby amended as follows:

(a) Members of the park and recreation board shall be residents of the city. The park and recreation board shall consist of seven regular members and two alternate members to sit in the absence of a regular member who shall be appointed by city council. After the initial board, the terms of office for members of the park and recreation board shall be two years, unless sooner by the council.
(b) Unexcused absence from three regular park and recreation board meetings during any calendar year by a park and recreation board member shall be considered a forfeiture of that member’s seat on the board.

SECTION 3: Section 2.1410 of the City of Mount Dora Code of Ordinances is hereby amended as follows:

***

(1) Meetings. The park and recreation board shall hold one regularly scheduled meeting each month, every other month or as required. Special meetings may be called by the chairman, when necessary.

***

SECTION 4: CONFLICTS. In any case where a provision of this Ordinance is found to be in conflict with a provision of any other ordinance of this City, the provision which establishes the higher standards for the promotion and protection of the health and safety of the people shall prevail.

SECTION 5: SEVERABILITY. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

SECTION 6: CODIFICATION. The provisions of this Ordinance shall be codified as and become and be made a part of the Code of Ordinances of the City of Mount Dora. The Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word “Ordinance”, or similar words, may be changed to “Section”, “Article”, or other appropriate word. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 7: EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption.

PASSED AND ORDAINED this _____ day of __________, 2011, by the City Council of the City of Mount Dora, Florida.
Ordinance No. 2011-14

Attest:

_________________________________   ______________________________
Gwen Johns, City Clerk     Melissa DeMarco, Mayor
City of Mount Dora      City of Mount Dora

Date of First Reading:
Date of Second Reading:
Duly Advertised:

Approved as to form:

_____________________________
Clifford B. Shepard, City Attorney
City of Mount Dora
DATE: August 16, 2011

TO: City Council

FROM: Michael Quinn

RE: Ordinance on Residency Requirement – Elected Office

Recommendation: Adopt the first reading of the Ordinance regarding residency requirement for elected office.

References/Support: This item received preliminary review at the 8/2 Council meeting.

Background/Information: The legislative references contained in our Code of Ordinances pertaining to qualifications to seek elected office are found in (1) Charter reference section 5 concerning qualifications; and (2) Section 2.230 of the Code concerning qualifications and methods of election. The City Council previously decided not to seek a Charter amendment regarding the 2011 Charter Review Commission recommendation to submit to the voters a requirement for maintaining permanent residency for 12 consecutive months. Therefore, the preferred direction is to modify Section 2.230 of our Code by Ordinance amendment. The attached Ordinance modifies Section 2.230 of our Code to require a residential address within the City and be a qualified elector within the City for no less than 12 months prior to filing for

Attachments: See attached Ordinance.
ORDINANCE NO: 2011-15

AN ORDINANCE OF THE CITY OF MOUNT DORA, LAKE COUNTY, FLORIDA, AMENDING SECTION 2.230 OF THE MOUNT DORA CODE OF ORDINANCES TO ADD A MINIMUM DURATION OF RESIDENCY REQUIREMENT FOR CITY COUNCIL CANDIDATES; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND CODIFICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Mount Dora exercises the City’s home rule powers, and is charged to act in the best interest of the health, safety, welfare, and enjoyment of its citizens; and

WHEREAS, under Part II, Section 5 of the Charter of the City of Mount Dora, Florida, the City Council shall be the sole judge of the qualifications as applied to any of its prospective members; and

WHEREAS, under Part III, Section 13 of the Charter of the City of Mount Dora, Florida, candidates for elected office shall qualify with the office of the city clerk in the manner established by ordinance consistent with the laws of the State of Florida; and

WHEREAS, in order to ensure that the City Council of Mount Dora acts in the best interests of City residents, the City Council finds it necessary to create a minimum duration of residency requirement for City Council candidates.

NOTE: Underlined words constitute additions to the original text of the Code of Ordinances; strikethroughs constitute deletions to the original text of the Code of Ordinances.

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

SECTION 1: Legislative Findings and Intent. The recitals set forth above are hereby adopted as legislative findings of the City Council of the City of Mount Dora.

SECTION 2: Sec. 2.230. - Qualifications and methods of election.

(a) To be qualified to run for election as a candidate for city council, an individual shall have maintained a residential address within the city limits of the City of Mount Dora and shall have been a registered elector of Lake County, Florida, eligible to vote in elections of the City of Mount Dora for no less than twelve consecutive months prior to filing for candidacy.
Ordinance No. 2011-XX

(b) (a) To be qualified to run for election as the council representative of a district, a candidate, in addition to all requirements of state statutes and the Charter, must reside within the defined boundaries of the district.

(c) (b) All candidates for city office shall be elected by plurality.

(d) (c) District candidates shall be elected by the electors residing in the defined district from which the candidate is seeking election. At-large candidates and the mayoral candidate shall be elected by all electors within the city.

SECTION 4: CONFLICTS. In any case where a provision of this Ordinance is found to be in conflict with a provision of any other ordinance of this City, the provision which establishes the higher standards for the promotion and protection of the health and safety of the people shall prevail.

SECTION 5: SEVERABILITY. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

SECTION 6: CODIFICATION. The provisions of this Ordinance shall be codified as and become and be made a part of the Code of Ordinances of the City of Mount Dora. The Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word “Ordinance”, or similar words, may be changed to “Section”, “Article”, or other appropriate word. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 7: EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption.

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

Attest:

_________________________________   ______________________________
Gwen Johns, City Clerk     Melissa DeMarco, Mayor
City of Mount Dora     City of Mount Dora

Date of First Reading:
Date of Second Reading:
Duly Advertised:
Ordinance No. 2011-XX

Approved as to form:

_____________________________
Clifford B. Shepard, City Attorney
City of Mount Dora
DATE: August 9, 2011

TO: Michael Quinn, City Manager

VIA: The Chain of Command

FROM: Marie Shelton / Dave Scott, Special Events

RE: Music Festival’s Proposed Concert on October 22, 2011

At the request of Ms. Nancy Howell, an operational plan was formulated that could be utilized should Council approve a proposed concert at the Community Building. The concert would be held on October 22, 2011, in the evening, which is during the Craft Fair weekend. (The operational plan was sent to you under separate cover.)

Although the operational plan was formulated and prepared in an appropriate and professional manner, with the purpose to mitigate issues immediate to the Community Building, City Hall, and the barricaded area adjacent to both, it warrants mentioning that there are reservations and concerns that cannot be addressed with an operational plan if the concert is approved.

The main issue is parking. Based on years of experience with our two largest festivals, there will not be available or adequate parking around the area of the venue. Even perimeter parking will be extremely limited or unavailable, due to the large amount of vendors that park overnight on the roadways in the area. Historically, patrons do not wish to park blocks away and walk to the Community Building; they become quite irritated and readily voice their displeasure with the City. In the past, comments were plentiful to the effect of:

- If they knew they’d have to walk so far, they never would have come to the concert.
- Why would the City hold a concert during another event?
- You want people to come, and then take away all of the parking; etc.

Another area of concern deals with security issues. To potentially add several hundred people inside the Craft Fair street closure will most certainly enhance the risk of a security breach (vandalism, theft, etc.). Especially when there is a post-event meet and greet at the Lakeside Inn. This likely will lead to folks with tickets to the post-concert event walking through the closure with the crafters’ booths and goods during a time when we have a skeleton crew on duty and the crafters have left for the night.
In addition, it has been our experience that certain patrons will violate the barricaded areas and drive past them in an attempt to park or get closer to the event.

Although I could go on, I will just state that my professional assessment of the situation is that approval of this concert would be problematic and could create adverse issues unnecessarily for the City.
Operational Plan for Music Festival Concert October 22, 2011

Date/Time: Detail Officers will work from 1845 until 2145 hours, except for a Motor Officer who will work from 1830 to 2230 hours. The concert starts at 1930 hours, but the building will open to patrons at 1830 hours. The concert ends by 2130 hours. A “V.I.P. After-Concert Event” is being held at the Lakeside Inn, 2145 to 2245 hours.

Traffic Flow: Concert traffic should travel south on Baker Street to 6th Avenue; turn east onto 6th. Vehicles may pull into the pick-up and drop-off area to accommodate passengers. Vehicles then travel east to Tremain, exit the intersection, and find any available parking. After the concert, a related event is being held at the Lakeside Inn. Patrons must gain ingress/egress to the Lakeside Inn via McDonald and 3rd; they cannot utilize Charles/Donnelly.

Three Detail Officers: Cost = $280. (Does not include an escort/band security Officer.)

1. On Tremain at 5th, to prevent vehicle entry onto 5th westbound and to aid in the control of the “handicapped-only” parking lot.

2. On Baker at 6th, to control traffic flow and prevent southbound vehicle entry.

3. Motor Unit, to rove the area surrounding the Community Building for traffic control and assist with crowd control or any issues arising from the concert. After the concert, report to Edgerton and Donnelly and the Lakeside Inn area to control patrons ingress/egress to the Lakeside Inn.

Parking: Handicapped-only parking (by permit) at the City lot on Tremain at 5th. Once this lot is filled, there is no other option to offer patrons.

Volunteers: The sponsor wants to have volunteers who will be curbside by the pick-up and drop-off location. Their function is to give information only to the patrons who may have questions as to where they may find parking, etc. The volunteers cannot be in the roadway and cannot perform traffic control duties.
Music Festival Concert during the Craft Fair

Meeting, August 5, 2011, between Ms. Nancy Howell and Marie Shelton, Special Events Coordinator:

Nancy Howell requested a plan for parking and security measures during a proposed concert in the Community Building, which would be held during the Craft Fair on Oct. 22, 2011 (in the evening.) Although a plan was formulated, I explained to Ms. Howell that, in my professional opinion, the concert would be problematic due to parking issues, security issues, patron issues, etc. To elaborate, I offer the following comments which were discussed during this meeting:

Parking: Many vendors park overnight on perimeter streets; therefore, street parking will not be readily available outside the barricaded areas. There will be no available parking inside or in the surrounding outside area of the event. In addition, any breach of the barricaded areas would create additional traffic control and security issues. However, it was agreed that handicapped-only parking would be permitted in the City lot located on Tremain at 5th Avenue (with additional Officer presence.)

Patrons: Patrons become irate due to a lack of adequate parking. Many attempt to violate the barricades and park at inappropriate places, or argue with Officers performing traffic control duties, which adds to the likelihood of traffic congestion.

Security: Although restaurants and some businesses would be opened to the public, the added patronage from the concert would increase security concerns. Officers working security at the Fair cannot perform parking, security, crowd control functions for the concert (they are paid by the Fair sponsor.)

There would be a need to have three Officers assigned exclusively to the concert: Two Officers for a three-hour minimum, plus one Motor Officer for 4 hours. Cost would be $280. (It may be difficult to fill this detail as the majority of our Officers are working the road or the Fair all weekend.)

Volunteers: Ms. Howell was emphatic that she would have volunteers assist with traffic control, to avoid traffic jams and to assist patrons. Explanations were provided to her as to why volunteers would not be as effective as Officers; and, there is a lack of training which would create liability issues for the City. It was agreed that volunteers could be on the curbside offering informational directions.

Community Building: The Community Building was already committed and approved for the “exclusive use” of the Craft Fair for the entire weekend (per the special event application.) The Fair sponsors have stated they are not sponsoring this event and it is not part of the Craft Fair.

Thank you. Marie Shelton, Special Events Coordinator

08/08/11
DATE: August 16, 2011  
TO: City Council  
FROM: Michael Quinn  
RE: 4th Avenue Dock Capital Financing

**Recommendation:** We are ready to proceed with the construction phase of the 4th Avenue Dock project pending some directional questions for the City Council. (1) We would need to reallocate funds from Park Impact Fees to help fund the full project construction as currently designed by adding approximately $150,000. (2) We will need to bring back for Council approval the Engineering contract for construction with IBI based upon the revisions learned from the Simpson Cove project. (3) We need to confirm the design direction in light of the Visioning concept to create more of a pedestrian place rather than boating place associated with the 4th Avenue dock. The vision concept would be a hybrid design like a pier where there are wider spaces for pedestrians on either the walkway or t-pier or both. The qualifying condition could be whether the visioning concept is to receive current consideration or will be planned for a phase II construction in the future.

**References/Support:** See Attachments.

**Background/Information:** The 4th Avenue Dock Project was included in the City’s Work Plan as a result of the contribution of $35,000 toward design plans from the Mount Dora Community Trust in the 2009/10 CIP. In the 2010/11 current CIP we allocated $200,000 in Discretionary Sales Tax to fund construction of the improvements and had anticipated that the project would be nearing completion and would not need to be carried over to the 2011/12 CIP. In fact, we had anticipated that a piggy-back contract off of our own bid for the Simpson Cove project would enable us to move ahead within this year’s timeframe. Unfortunately, problems with clearing the Simpson Cove project and finalizing the construction engineering and environmental permits took longer than expected. The Simpson Cove project was to become the template for the 4th Avenue Dock project since the engineering design was similar and the dock construction was identical for the common elements.

The current status of the 4th Avenue Dock project is that preliminary engineering plans are done with the concept approved by City Council and favorable input received from the Yacht Club, which had an interest in the project design. We have also received environmental permit
approvals from the Army Corps of Engineers and DEP. We will be recommending a complete scope of work engineering proposal at the next Council meeting to complete construction drawings and manage construction. With the original vendors willing to honor their Simpson Cove bids on a per unit cost basis, we should be able to move ahead with fabrication of the docks and dock installation in quick fashion once the plans are approved and permitted for construction and installation. The estimated additional cost to complete the project is $150,000 which includes an additional $35,000 in contingency. This would bring the project budget to approximately $385,000. As a comparison, the Simpson Cove project, which is less linear footage with less boat slips and no pavilions, cost approximately $270,000.

The engineering contract with IBI will need to be approved for final scope of work to complete the construction drawings and commence the fabrication and installation of the dock structure. While we are still in the process of finalizing the scope of work, we have utilized the experience from the Simpson Cove project to guide us in this project. Some of the additional considerations are that insurance for water construction needs to be built into the project expense at about $9,000; the environmental engineering to obtain permit approval needs to be included in the contract; and construction administration to assure compliance needs to be incorporated. Some of these details were assumed to be done in-house under the prior contract scope which does not seem reasonable per actual experience at Simpson Cove.

The visioning concept for the 4th Avenue Dock project is seen as an extension of the pedestrian mall concept for 4th Avenue. While design is not that specific at this point, it is clear that the concept emphasizes more space for pedestrians rather than concentrating the space to better serve boaters. This could mean a wider walkway from the current 8 ft. design to a 16-20 ft width in the future. It could mean a wider t-pier section at the end of the walkway to handle more people or even some possible vendors for special events. It certainly appears that a larger platform over the water is envisioned. The main point of bringing this to your attention is to be aware of this concept for visioning and assure that we have made some accommodation to get there through this project design. We would make the attempt to enable the expansion for a future phase without loss of investment or we would alter the current design concept and build the visioning concept.

**Attachments:**
1. Site Plan for dock project
2. Connection details that highlight walkway width
3. 4th Avenue Pedestrian Mall Vision Concept
**4TH AVE PUBLIC MARINA**

**EXISTING SLIPS - 14+**

**ADDITIONAL SLIPS - 23**

**DOCK SQ. FT = 3765**

**DECK SQ. FT = 850**

**GANGWAY SQ. FT = 200**

**PHASE 1** - Install required erosion control and floating turbidity devices. Demolish existing dock, pier, and floating docks per civil plans. Construct fixed dock and floating docks per materials and methods specified on plan and detail sheets.

**PHASE 2** - Remove existing pier.

**PHASE 3** - (By Others) Install two pavilions and approximately 8 benches.
DATE: August 16, 2011

TO: City Council

FROM: Michael Quinn

RE: Utility Group Water Conservation Proposal

Recommendation: Authorize a letter of support from the City Manager to participate in the North/Central Florida Utility Group Water Conservation Proposal to St. John River Water Management District.

References/Support: See Attachment

Background/Information: The North/Central Florida Water Utility Group is comprised of public utility providers impacted by the current practice of having water conservation measures dictated through the CUP or other regulatory process. As an alternative to this process, this Utility Group is proposing that water conservation efforts be done through a Best-Management-Practice process that is more customized to the particular circumstances of each utility. Scientifically-based water efficiency targets would be established for meeting conservation efforts with positive incentives available for those that do and more restrictive measures for those failing to meet targets. One of the key proposals is that water conservation savings not be lost through the CUP process.

In general, we find that this proposal is better than one dictated through the regulatory process without any chance of realizing any savings from conservation. We do not see a downside to being part of this larger Utility Group proposal. Some of the more prominent members are Orlando Utilities, Seminole County, Jacksonville and Volusia County; with local cities being Clermont, Leesburg, Sanford, Apopka and Winter Park.

Attachments:
1. Draft Proposal from Utility Group
NORTH/CENTRAL FLORIDA WATER UTILITY GROUP
WATER CONSERVATION PROPOSAL

Introduction

SJRWMD staff has initiated a number of proposed conservation rule enhancements to be implemented through the CUP and ERP permitting process. The North/Central Florida Water Utility Group ("Utility Group") has been created to provide the SJRWMD with consensus positions of public water suppliers which will help guide the direction of this water conservation effort. In summary, the Utility Group believes the District could achieve at least as much conservation by adopting rules that allow public suppliers to select conservation measures that are most effective for their individual circumstance, and provide incentives for adopting enhanced conservation measures.

The Utility Group recommends the SJRWMD adopt rules establishing a voluntary Best Management Practices (BMP) program to be used by utilities in developing flexible water conservation plans. As part of the implementation of a BMP-based program, scientifically-based water efficiency targets would be established to be used by utilities in developing flexible water conservation plans. Utilities whose water use meets or exceeds their water efficiency target would continue implementing existing water conservation measures and utilities whose water use does not meet their target would develop and implement an enhanced water conservation plan consisting of utility-proposed BMPs geared toward meeting efficiency goals agreed upon by the utility and the SJRWMD. Finally, as an incentive to encourage aggressive water conservation, the consumptive use permits for utilities that use less water than their target would be extended to reflect the additional conservation.

Best Management Practices

BMPs can be thought of as the methods or techniques found to be the most effective and practical means in achieving an objective (such as reduction in water use) while making optimum use of a utilities resources. BMPs are particularly useful when the effect or consequence of a new process or standard is not well known or difficult to quantify, as with many conservation practices. The Utility Group proposes that the SJRWMD adopt rule revisions that recognize voluntary BMPs as an option for utilities to satisfy regulatory standards related to meeting conservation goals within the District and that it create a regulatory incentive for utilities to implement BMPs. Regulatory incentives should include allowing utilities to maintain allocation resulting from water savings achieved through conservation to meet future demands, extension of permit durations based on an estimate of when the unused allocation resulting from water savings will be used, and issuance of permits with greater than 20-year durations.

As part of the adoption of new rules, the Utility Group proposes to develop a list of BMPs a utility can consider as part of an enhanced water conservation plan, including estimates of the potential water savings and cost of each BMP. For example, education programs, the use of reclaimed water, appropriate rate structures, distribution system efficiency, and metering have all been identified by the Florida Section AWWA Utility
Council as potential BMPs. Estimates for associated water savings could be based on utility experience or on the efforts the SJRWMD has made as part of recent planning-level projects regarding conservation. These options would be available for utilities to develop an enhanced conservation plan if determined to be required as part of a consumptive use permit review as discussed below.

The benefits of a BMP-based conservation approach are that it is utility driven, utilities are able to use their expertise and experience in determining the most feasible and cost-effective conservation options for their service area, and BMPs proven to be successful through implementation are likely to be adopted by other utilities thereby reducing the consumption on a regional scale. An additional benefit of a voluntary utility-driven or selected process is that the SJRWMD will not be adopting rules that have as significant a financial impact to the regulated community. Instead each utility (if necessary) will develop and implement an enhanced water conservation plan that optimizes the use of its resources.

**Water Use Efficiency Targets**

The customer demographic profile and local hydrology for a utility greatly affects that utility’s calculated water use per customer and/or per capita water use. The distribution of water use between residential, commercial and industrial customers, the average age of the facilities and structures being served, the affluence of the community, the average number of people per household, the prevalence of self-supply irrigation wells, and many other factors all influence the amount of water a utility will require to safely and reliably meet customer demands. These effects can be difficult to disaggregate from the effects of climate, economy, and other factors that strongly influence water use and from the effects of concerted conservation practices.

For these reasons, it is unreasonable and burdensome to establish a single water efficiency target that would either apply as a compliance condition or be used to allocate water to all utilities within the SJRWMD. Therefore, the Utility Group proposes that a process should be established for setting measureable and defined water conservation targets based on uniform metrics and taking regional, socio-economic, and resource variations into account.

This uniform metric should be applicable to a majority of utilities and should be easily measured using current billing systems. The metric should also apply to the largest component of public water supply use. The Utility Group believes the only metric that meets all these requirements is single-family residential per capita use.

**Water Conservation Plans**

As part of a consumptive use permit renewal or modification, each utility will be required to quantify their water use per single-family home resident. A water utility that meets its applicable target will be deemed to have a reasonable-beneficial demand and will continue implementing the minimum water conservation requirements set forth in Section 12.2.5 of the Applicant’s Handbook.
Those utilities whose residential water use exceeds its applicable target will develop for SJRWMD approval an enhanced water conservation plan consisting of a set of voluntary BMPs appropriate to meet their target. The BMPs would be selected from the list of BMPs developed by the Utility Group. However, an individual utility could submit alternative or new BMPs that they believe could achieve similar levels of water use reduction. The utility would implement the enhanced water conservation plan while still also meeting the minimum requirements in Section 12.2.5.

**Conservation Savings Incentive**

A significant obstacle to the implementation of any enhanced conservation program is fear that any water savings achieved through conservation will be taken away upon permit renewal or during compliance review and reallocated to other water users, who have not been as aggressive in implementing conservation practices. In priority water resource caution areas, this would leave the conserving utility with a substantial investment in conventional facilities, which cannot now be fully utilized, as well as the need to develop expensive alternative water supplies. It would be in the interest of both the District and utilities to avoid such an unfair and inequitable result. Therefore, any conservation rule adopted by the District should allow utilities to keep within their consumptive use permit allocation any quantifiable water savings achieved through conservation in excess of their individual target to meet the future water demands of their service areas. Regulatory incentives should also include the extension of permit durations based on an estimate of when the unused allocation resulting from water savings will be used and issuance of permits with greater than 20-year durations.

**Regulation of Self-Supply Irrigation Wells**

In certain areas self-supply irrigation wells may be a tool for meeting water conservation targets, while in other areas self-supply irrigation wells could contribute to cumulative adverse impacts associated with certain water supply sources. In those water resource problems areas, the current policy of regulating these uses through no-notice general permits is inadequate. The SJRWMD needs to take more aggressive action by prohibiting individual irrigation wells or requiring users to apply for noticed general permits for individual irrigation wells in restricted water use allocation areas, where these wells utilize a source of water, which the District has determined to be limited because of unacceptable adverse impacts. The Utility Group recommends that the SJRWMD’s water conservation rules appropriately regulate self-supply wells for domestic use and irrigation based on water supply constraints, and ensure that self supply entities are treated consistently with customers connected to public water supply systems.
DATE: August 16, 2011

TO: Mayor and City Council

FROM: Jim Williams, Finance Director

VIA: Mike Quinn, City Manager

RE: Additional Budget Information

At the last budget workshop, additional information was requested. There were additional requests for a review of other data during the interim. The information requested is provided below. Please contact me if you have any questions.

**A 3% Reduction in Police Expenditures**

<table>
<thead>
<tr>
<th>General Fund - Police</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>College Reimbursement</td>
<td>$4,000</td>
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</table>

<table>
<thead>
<tr>
<th>Animal Control</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Salary &amp; Benefits</td>
<td>$41,400</td>
</tr>
<tr>
<td>Vehicle</td>
<td>$3,850</td>
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<table>
<thead>
<tr>
<th>Officer/Code Enf.</th>
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<tbody>
<tr>
<td>Salary &amp; Benefits</td>
<td>$56,000</td>
</tr>
<tr>
<td>Vehicle</td>
<td>$5,100</td>
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</table>

<table>
<thead>
<tr>
<th>Citizens On Patrol Cars</th>
<th>$6,000</th>
</tr>
</thead>
</table>

| 3% of Police Budget | $116,350 |
Reduction of ½ of Pay Adjustment

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payroll Originally Budgeted</td>
<td>$284,750</td>
</tr>
<tr>
<td>2/1 Pay Adjustment Reduced by One Half</td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$101,750</td>
</tr>
<tr>
<td>Other Funds</td>
<td>$39,500</td>
</tr>
<tr>
<td>Amount Included in Budget</td>
<td>$141,250</td>
</tr>
<tr>
<td>Budget Reduction</td>
<td>$143,500</td>
</tr>
</tbody>
</table>

Comparison of Budgeted Overtime From 2006 to 2012

Note: Overtime budgeted in 2005 was not provided in the 2005 budget document.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budgeted Overtime 2006</td>
<td>$358,950</td>
</tr>
<tr>
<td>Budgeted Overtime 2012</td>
<td>$337,650</td>
</tr>
<tr>
<td>Increase</td>
<td>6.31%</td>
</tr>
</tbody>
</table>

Salary Comparison From 2005 to 2010

The average salary increase from 2005 to 2010 was 25.04%. This comparison includes only those employees who worked the full year in both 2005 and 2010. Employees who started or ended employment in either year were excluded since those salary amounts would not give an accurate picture of the changes in pay during those two years. The comparison included 93 employees. The total salary amounts were: 2010 - $4,676,062.35; 2005 - $3,739,114.32; increase of $936,948.03. This salary increase is due a multiple of factors including: overtime, incentive pay for Police and Fire, additional pay increase in 2009-10 for unionized employees, 3 EMT’s were changed to Paramedics and receive an additional $2.06 per hour.

<table>
<thead>
<tr>
<th>Description</th>
<th>Salary</th>
<th>% Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base 2005</td>
<td>5,224</td>
<td>0</td>
</tr>
<tr>
<td>FY 2006</td>
<td>5,485</td>
<td>5%</td>
</tr>
<tr>
<td>FY 2007</td>
<td>5,759</td>
<td>5%</td>
</tr>
<tr>
<td>FY 2008</td>
<td>5,932</td>
<td>3%</td>
</tr>
<tr>
<td>FY 2009</td>
<td>6,110</td>
<td>3%</td>
</tr>
<tr>
<td>FY 2010</td>
<td>6,110</td>
<td>0%</td>
</tr>
<tr>
<td>Increase From 2005 to 2010</td>
<td>16.96%</td>
<td></td>
</tr>
</tbody>
</table>
Ad Valorem Tax Revenues

<table>
<thead>
<tr>
<th>Net Ad Valorem Tax Revenues</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>@ 5.0190 Mills</td>
<td>$ 3,611,998</td>
</tr>
<tr>
<td>@ 5.3891 Mills</td>
<td>$ 3,878,338</td>
</tr>
<tr>
<td>@ 5.6600 Mills</td>
<td>$ 4,073,290</td>
</tr>
</tbody>
</table>

Summary of Budget Adjustments

General Fund
Budget Adjustments

<table>
<thead>
<tr>
<th>Total Proposed Budget</th>
<th>General Fund Expenditures</th>
<th>$ 10,969,850</th>
</tr>
</thead>
<tbody>
<tr>
<td>LESS:</td>
<td>Pay Adjustment</td>
<td>$ (103,300)</td>
</tr>
<tr>
<td></td>
<td>Police @ 3%</td>
<td>$ (116,350)</td>
</tr>
<tr>
<td>PLUS:</td>
<td>Trail Study</td>
<td>$ 1,900</td>
</tr>
<tr>
<td>Total GF Budget Adjustments</td>
<td>$ (217,750)</td>
<td></td>
</tr>
<tr>
<td>Adjusted GF Expenditures</td>
<td>$ 10,752,100</td>
<td></td>
</tr>
</tbody>
</table>

Additional Budget Adjustments For Discussion

| General Fund        | Recreation - Trail Study   | $ 1,900 |
| CRA                 | Grants - Masonic Lodge     | $ 5,000 |
| Capital             | Childs Park to $75,000     | $ (225,000) |
| Water & Wastewater Capital |
| CUP                 | $ 100,000                  |
| Recreation Impact Fees |
| 4th Avenue Docks to $375,000 | $175,000 |
DATE: August 16, 2011

TO: Mayor & City Council

FROM: Gus Gianikas, Planning & Development

VIA: Michael Quinn, City Manager

RE: Donnelly Street 5th – 4th Avenues – Sidewalk/Streetscape

Recommendation: The City Council is requested to finalize direction on project elements for the Donnelly Street 5th – 4th Avenues – Sidewalk/Streetscape. The results of the Selection Form are listed below.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove &amp; replace sidewalk &amp; curb</td>
<td>6</td>
</tr>
<tr>
<td>Remove Planter Boxes</td>
<td>6</td>
</tr>
<tr>
<td>Add Antique Street Lamps, 3-4 per side</td>
<td>6</td>
</tr>
<tr>
<td>Add Palm Trees, 2-3 per side (1)</td>
<td>5</td>
</tr>
<tr>
<td>Add in-ground electrical boxes</td>
<td>6</td>
</tr>
<tr>
<td>Crosswalk with pavers</td>
<td>6</td>
</tr>
<tr>
<td>Parking-change from angle to parallel on east side (2)</td>
<td>3</td>
</tr>
</tbody>
</table>

(1) The vote of no on the palm trees is to allow canopies to be extended from buildings over the sidewalk for the entire length of both sides of the block.

(2) Currently the sidewalk widths are 11’ on the east side and 10’ on the west side. Changing the parking configuration on the east side will allow 3’ to be added to sidewalks. Since the east side contains numerous columns/posts next to the curb (for canopies), widening the sidewalk on this side would not add to the walking area because the added area would be on the street side of columns/posts. Additional sidewalk width would have more impact on west side.

The selection of the project elements and design guidelines for the remainder of the Downtown Streetscape project will be presented to City Council within the next two months.

References/Support: Attached are photos of elevations of east and west sides of Donnelly Street between 5th and 4th Avenues. The sheets have both existing and proposed conditions. The proposed elevations show the proposed additional trees and lamps posts and removal of planters.
Background/Information: We have been notified that the Donnelly Street sidewalk / streetscape project between Fifth and Fourth Avenues is the top ranked project on the MPO Enhancement Grant list. The grant is for $273,000, which should fund the entire project. Since this project is marked to receive the grant, we need to complete construction drawings at this time. Construction can be done in summer of 2012.

The work elements of this block of the Donnelly Street project include the following.

1. Remove and replace sidewalk and curb – the sidewalk surface is severely worn and cracked and does not always match up with door threshold and curb heights. The curb is uneven and almost nonexistent in some locations.

2. Remove Planter Boxes – This will allow more space for better pedestrian movement.

3. Install in-ground electrical service boxes for events – Each time there is an event temporary electrical service has to be installed, which is an extra cost to events.

4. Lighting – For better spacing of antique street lamps for even lighting.

5. Trees – The options are to keep existing palm trees and improve spacing, use a different tree, or no trees.

6. Handicap Ramp – install ADA compliant ramps at corners. Bulb-outs may be required to meet slope requirements.

7. Milling and resurfacing pavement – This is required in order to create proper curb heights for drainage.

Utility improvements to stormwater and sanitary sewer systems will be done in conjunction with the sidewalk/streetscape work. The utility work will be funded through Public Works Department accounts.

Attachments: (1) Photos of elevations - existing and proposed. Propose elevations show additional trees and lamps posts and removal of planters. (2) Donnelly Street Sidewalk – Selection of Project Elements form.
## DONNELLY STREET 5TH TO 4TH AVENUE SIDEWALK PROJECT
### SELECTION OF PROJECT ELEMENTS

Following is a menu of project elements for City Council to select. The elements define the scope of the project. The first line is the element. The other indented lines are the reason the element is recommended. Please mark yes or no.

### PROJECT ELEMENTS

<table>
<thead>
<tr>
<th>Element Description</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove &amp; replace sidewalk and curb</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surface condition is poor; cracked and uneven</td>
<td></td>
<td></td>
</tr>
<tr>
<td>New sidewalk will slope away from buildings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remove tripping hazards, some sidewalk lower than curb</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADA compliance at corner - all corners need to be redesigned to meet ADA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remove Planter Boxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>More pedestrian area</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Condition of boxes is poor; visual impact is limited</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Add Antique Street Lamps -3 to 4 per side (see attached photos)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>For symmetrical spacing, even lighting coverage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Add Palm Trees - 2 to 3 per side (see attached photos)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>For even spacing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Add in-ground electrical boxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>For use at events instead of installing temp service each time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crosswalks - with Pavers (&quot;no&quot; means restripe crosswalks)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Safer pedestrian movement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aesthetics</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking - change from angle to parallel on east side</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Will allow sidewalks to be widened 1 1/2' on each side</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking spaces reduced from 15 to 11</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
East side of Donnelly St. between 5th Ave. and 4th Ave.

Current conditions

Proposed changes
West side of Donnelly St. between 5th Ave. and 4th Ave.

Current conditions

Proposed changes