



City Hall
510 N. Baker St.
Mount Dora, FL 32757

Honorable Catherine T. Hoechst
Mayor

Harmon Massey
Vice Mayor

Councilmember Pamela Burtnett
District 1

Councilmember Cal Rolfson
District 2

Councilmember Austin Guenther
District 3

Councilmember Marc Crail
District 4

Councilmember Doug Bryant
At-Large

MOUNT DORA CITY COUNCIL
October 5, 2021, 5:30 PM
City Hall Board Room, 510 N. Baker Street

REGULAR AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Recreation Programs Update
2. Neighborhood Tree Program
3. Mount Dora High School - Football Stadium Repairs

PUBLIC COMMENTS

- This is the time for the public to come forward with any comments on any subject related to City business that is not listed on the Agenda.
- Please complete a speaker card and provide it to the City Clerk prior to the meeting.
- Please clearly state your name and address for the record. If you are part of a group, try to designate a speaker.
- Please address all comments to the Chair.
- Answers to your questions may not be given at the end of your speech. However, your question along with an answer will be placed on the City's website under Frequently Asked Questions within 10 business days.
- We will try to answer your questions at the time asked. However, there may be times we will need to do research prior to providing an answer.

APPROVAL OF AGENDA

CONSENT AGENDA

1. Request approval of the minor subdivision for West Subdivision and authorization for the Mayor to execute the plat on behalf of the City.

2. Request approval of Amendment 3 to the Lease Agreement between Nickmax Properties, LLC, and the City of Mount Dora for the Robie Street Property
3. Request approval of Amendment 1 to the Agreement between City of Mount Dora and Peebles, Smith & Matthews, Inc. for Lobbying Services
4. Request approval of Task Authorization with RCM Utilities, LLC, for the installation of an automatic valve
5. Request adoption of Resolution 2021-118 approving the property and casualty insurance proposal and authorizing the City Manager to bind insurance coverage for the City
6. Request Approval of Meeting Minutes
 - August 17, 2021 Regular City Council Session
 - August 19, 2021 City Council Work Session

ACTION ITEMS

1. Request adoption of Resolution No. 2021-111, approval of the Collective Bargaining Agreement between the City of Mount Dora and the Florida State Lodge Fraternal Order of Police (FOP)
2. Request adoption of Resolution 2021-116, approving the Master Fee Schedule
3. Request adoption of Resolution No. 2021-107, approving the Purchasing Policy
4. Request adoption of Resolution No. 2021-108, approving the Debt Issuance and Management Policy
5. Request adoption of Resolution 2021-117, Approving the Capital Asset and Management Policy
6. Request adoption of Resolution No. 2021-86, approving the Grants Management & Administration Policy
7. Discussion on options and direction related to St. Johns Water Management District Grant

PUBLIC HEARINGS - RESOLUTION/ORDINANCES

1. Approval of Resolution No. 2021-100, Preliminary Plat for Lakes of Mount Dora, Phase 4C
2. First Reading of Ordinance No. 2021-19, Comprehensive Plan Text Amendments
3. Final Reading of Ordinance No. 2021-13, Annexation Scott
4. Final Reading of Ordinance No. 2021-15, Change in Zoning Scott/Whitaker, et.al

BOARD APPOINTMENTS

CITY MANAGER

1. Interim City Manager Report

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

- Council Member Austin Guenther
- Council Member Marc Crail
- Council Member Cal Rolfson
- Council Member Pamela Burtnett
- Council Member Doug Bryant
- Vice-Mayor Harmon Massey
- Mayor Catherine Hoechst

FUTURE MEETING DATES

- October 19, 2021, 5:30 PM, Regular Session
- November 2, 2021, 5:30 PM, Regular Session
- November 16, 2021, 5:30 PM, Regular Session
- December 7, 2021, 5:30 PM, Regular Session

ADJOURNMENT

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

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



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 5, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

Charles F. Revell

SUBJECT: Recreation Programs Update

Introduction:

This is an opportunity for Leisure Services staff to inform Council about current City recreation programs and plans for upcoming activities.

Discussion:

The Parks and Recreation Master Plan adopted by the City of Mount Dora in 2019 named among its general recommendations the encouragement of health and wellness for residents through active recreation opportunities. Last month, Aquatics and Wellness Supervisor Kristi Kay began a series of three presentations to Council to demonstrate the action the City has taken to satisfy this recommendation. At this meeting, Mount Dora Sports Coordinator Michael Davis will deliver a presentation about City-sponsored athletic programs.

Budget Impact:

There is no budget impact for this item.

Strategic Impact:

Improving the City of Mount Dora's recreational programs for the betterment of the citizens of Mount Dora and the surrounding community addresses Economic Development and Fiscal Resource Growth, as mentioned in the City's Strategic Plan.

Recommendation Presentation of information only; no action requested.

Attachment(s):

Prepared by: Jeanann Hand, Administrative Coordination

Reviewed by: Amy Jewell, Leisure Services Director
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Charles Revell, Interim City Manager

Approved - 9/20/2021

Approved - 9/28/2021

Approved - 9/29/2021

Final Approval - 9/30/2021



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 5, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

SUBJECT: Neighborhood Tree Program

Introduction:

This is an introduction to the City's Neighborhood Tree Program.

Discussion:

Staff will present the creation of an expanded tree replacement program to help maintain and replenish our canopy tree community. The intent of the program is to allow trees to be planted within 25 foot of the City right-of-way with residential consent. Details will be presented with the presentation. The funds will be used to purchase trees and associated materials required for the maintenance and care of future trees.

Budget Impact:

The funds will be from the Tree Bank Fund.

Strategic Impact:

The program encourages the removal of dead trees and will allow many additional trees to be planted in neighborhoods around the City.

Recommendation Presentation of information only; no action requested.

Attachment(s):

Prepared by: Ethan Hand

Reviewed by: Josef Grusauskas, Utilities & Plant Operations Director
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk

Approved - 9/21/2021

Approved - 9/28/2021

Approved - 9/29/2021

Charles Revell, Interim City Manager

Final Approval - 9/30/2021



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 5, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

Charles F. Revell

SUBJECT: Mount Dora High School - Football Stadium Repairs

Introduction:

This is an introduction to the planned repairs to the Football Stadium at the Mount Dora High School.

Discussion:

Marlene Straughan, the Principal at Mount Dora High School, will give an update on the planned repairs to the Football Stadium.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation N/A

Attachment(s):

Prepared by: Charles Revell, Interim City Manager

Reviewed by:



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 5, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

SUBJECT: Request approval of the minor subdivision for West Subdivision and authorization for the Mayor to execute the plat on behalf of the City.

Introduction:

Request approval of the minor subdivision plat for West Subdivision and authorization for Mayor to execute the plat on behalf of the City.

Discussion:

The applicant is requesting a Minor Subdivision (Final Plat) approval to subdivide a parcel located on the southeast corner of Limit Avenue and North Grandview Street. The property is located in the Duplex Residential (R-2) zoning district. The applicant proposes to subdivide the property into three (3) residential lots. Further project descriptions, application details, and drawings are contained in Attachment #1 (Summary Report). The proposed plat is shown on Attachment "2".

Plat request of this size and nature are only considered by the City Council for approval once all plat technical requirements have been reviewed and accepted by the Development Review Committee (DRC) and the City Attorney. The City's Land Development Code does not include Planning and Zoning Commission for these types of minor subdivisions. The DRC members reviewed the request on May 26, 2021 and again on July 28, 2021.

Budget Impact:

There are no budgetary impacts to the City relative to the processing plat actions.

Strategic Impact:

Plat requests which address redevelopment projects are consistent with growth management policies and economic development. GOAL 1: Economic Development

Recommendation City Council approved the West Subdivision and authorization for the Mayor to execute the plat on behalf of the City. Approval subject to platting requirements.

Attachment(s):

1. Attachment 1 Summary Report (ADA)
2. Attachment 2 Plat with signatures

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Charles Revell, Interim City Manager

Approved - 9/28/2021

Approved - 9/29/2021

Approved - 9/29/2021

Final Approval - 9/30/2021



**CITY OF
MOUNT
DORA**

**Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
Fax: 352-735-7191**

E-mail: plandev@cityofmoundora.com

**MINOR SUBDIVISION (FINAL PLAT) SUMMARY REPORT
FOR
WEST SUBDIVISION**

Report Date:

July 28, 2021

Reference/Support:

Section 3.4.2 LDC

Section 4.3.5 LDC

Background:

Site Summary:

Owner/Applicant: Dale and Lisa West
 Engineer: Wicks Engineering Services, Inc. – Michael Z. Brooks, PE
 Surveyor: Ireland and Associates Surveying, Inc. – Patrick Ireland, PSM
 Existing Use: Vacant Land (previous single-family dwelling removed April 2021)
 Proposed Use: Three Single Family Residential Lots
 Future Land Use: Medium Density Residential (Maximum 6 Dwelling Units Per Acre)
 Proposed Density: 5.17 du/ac
 Zoning: R-2
 Overlay Zones: Northeast Community Redevelopment Area
 Site Area: 0.58 Acres (or 25,058 sf) 121' x 207'
 Proposed Lot Sizes: Lot 1: 9,390 square feet (0.22 acres)
 Lot 2: 7,116 square feet (0.16 acres)
 Lot 3: 7,115 square feet (0.16 acres)

Tract A: 1,438 square feet (0.03 acre) 6.30 feet x 207 feet
 Grandview Street dedicated right-of-way

Surrounding Property Table:

Direction	City/County	FLU	Zoning	Existing Use(s)
North	County	Office	R-6	Limit Ave/ Orange Groves
South	City	Med Density	PUD	Dora Landings/Rec Area/SFRs
East	City	Med Density	PUD	Dora Landings/Rec Area/SFRs
West	City	Med Density	R-2	Single Family Residences

Discussion:

The applicant is requesting a Minor Subdivision (Final Plat) approval to subdivide a parcel located on the southeast corner of Limit Avenue and North Grandview Street. The property is located in the Duplex Residential (R-2) zoning district. The applicant proposes to subdivide the property into three (3) residential lots. As the proposed lots and density of the parcel will not meet the requirements for duplexes, only single family dwelling units will be allowed.

Residential lots within the R-2 zoning district are required to be a minimum of 7,000 square feet for single family residences or 10,000 square feet for duplexes. The minimum setbacks are as follows: 20ft (Front); 7ft (Sides); 20ft (Rear), and 15ft (Corner lot). The applicant is proposing three lots that meet the minimum requirements of the zoning district.

The property has a future land use of Medium Density Residential which allows 6 dwelling units per acre. As the property contains just over half an acre, and only three single family lots are proposed the future land use of Medium Density is consistent with the minor subdivision.

Final plat request of this size and nature are only considered by the City Council for approval once all plat technical requirements have been reviewed and accepted by the Development Review Committee (DRC) and the City Attorney. The City's Land Development Code does not include Planning and Zoning Commission for these types of minor changes to plats, as there are infrastructure improvements. The DRC members reviewed the request on May 26, 2021 and again on July 28, 2021.

Notification(s):

JPA Notice to Lake County: April 19, 2021 and again on June 22, 2021

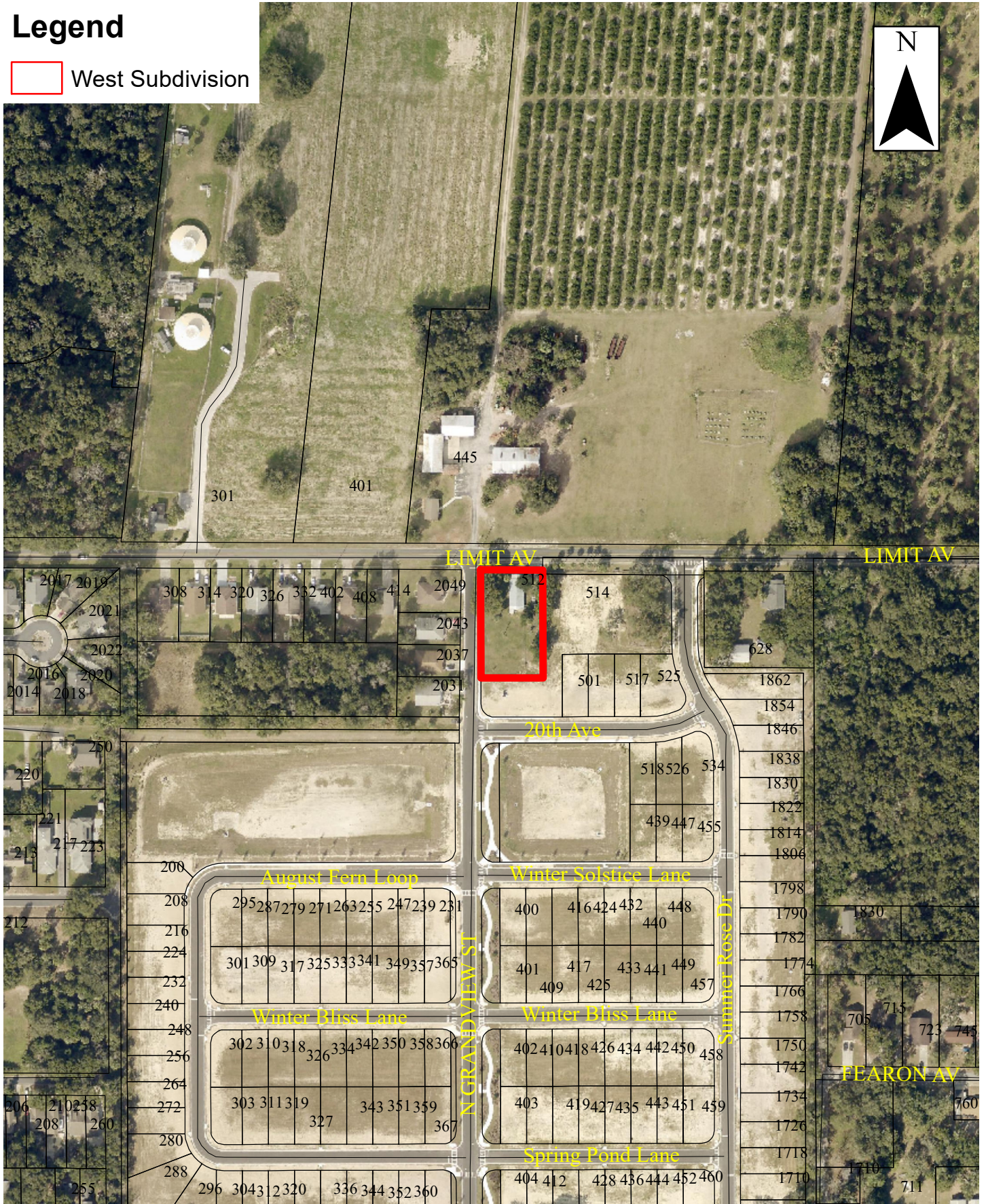
ATTACHMENT #1

West Subdivision

Vicinity Map

Legend

☐ West Subdivision



0 170 340 680 Feet



Map Date: 5/12/2021

West Subdivsion

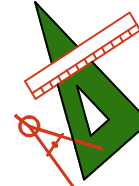
512 Limit Avenue

Mt. Dora, Florida 32757

RECEIVED
By RagusaE at 3:48 pm, Jun 18, 2021

Wicks Engineering Services, Inc.

225 West Main Street, Tavares, Florida 32778
www.wicksengineering.com (352) 343-8667
C.A. #30062



DALE & LISA WEST
20255 BILL COLLINS ROAD
EUSTIS, FLORIDA 32736

WEST SUBDIVISION
512 LIMIT AVENUE
COVER SHEET
MT. DORA, FLORIDA 32757

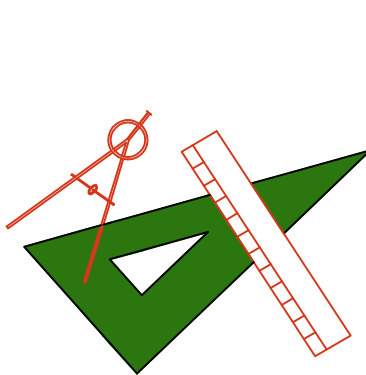
MICHAEL Z. BROOKS, P.E. FL. REG. NO. 30814
DATE:

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Sheet: 1 of 8			



LOCATION MAP
ALTERNATE KEY#3329759

DALE & LISA WEST
20255 BILL COLLINS ROAD
EUSTIS, FLORIDA 32736

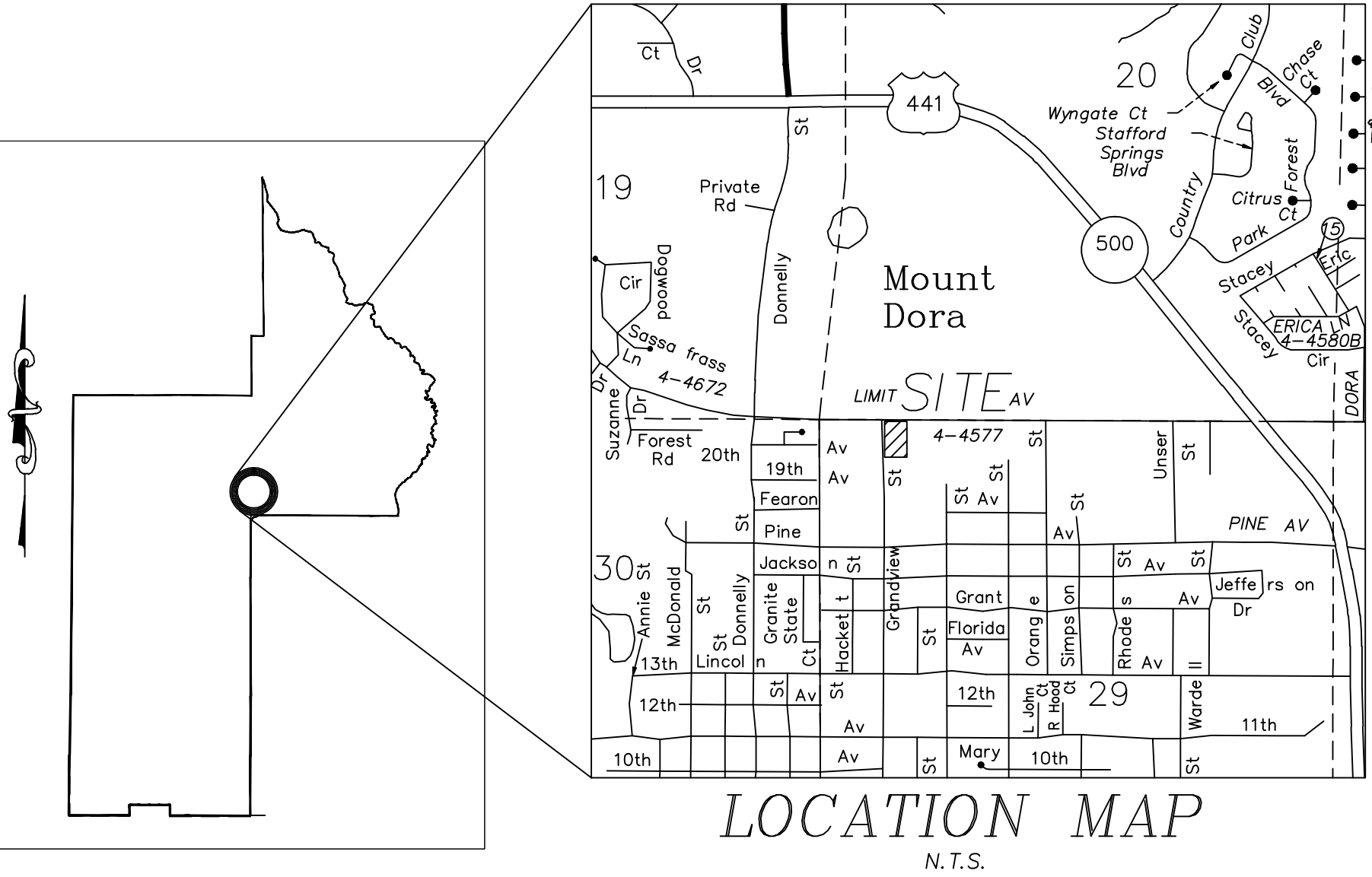


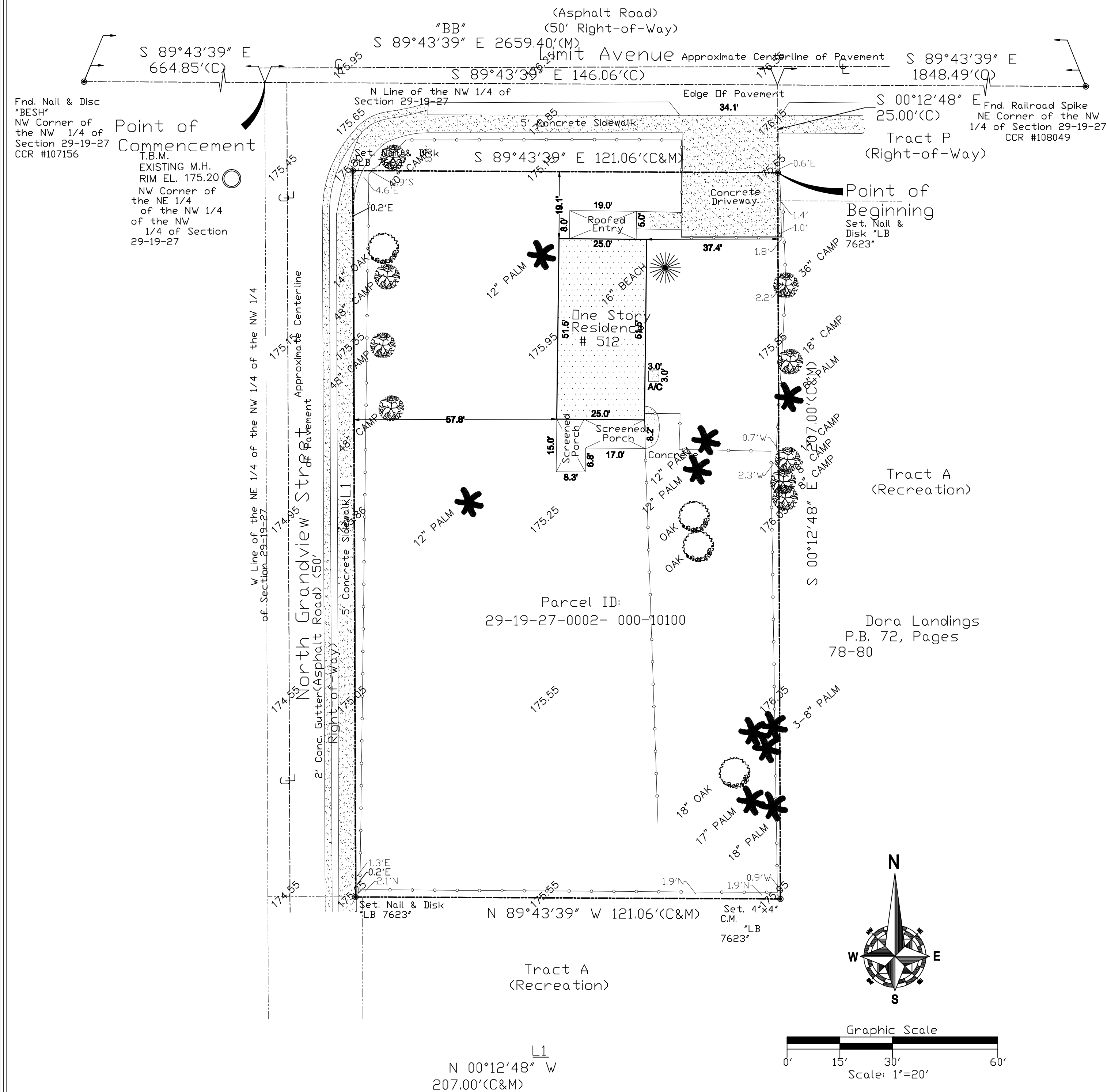
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INDEX OF SHEETS

- 1 COVER SHEET
 - 2 SURVEY
 - 3 SITE PLAN
 - 4 SOILS & FEMA MAPS
 - 5 VICINITY MAP
 - 6-8 CITY MOUNT DORA UTILITY DETAILS
- PRELIMINARY PLAT





Revision: Revised Boundary - 03/08/21- BMJ

Boundary Survey**Legal Description:**

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 29, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, RUN THENCE SOUTH 232 FEET, THENCE EAST 146.06 FEET, THENCE NORTH 232 FEET, THENCE WEST 146.06 FEET TO THE POINT OF BEGINNING, LESS ROAD RIGHT-OF-WAY.

FOOTNOTES: BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN CITY OF MOUNT DORA, COMMUNITY NUMBER 120137, DATED 12/18/2012.

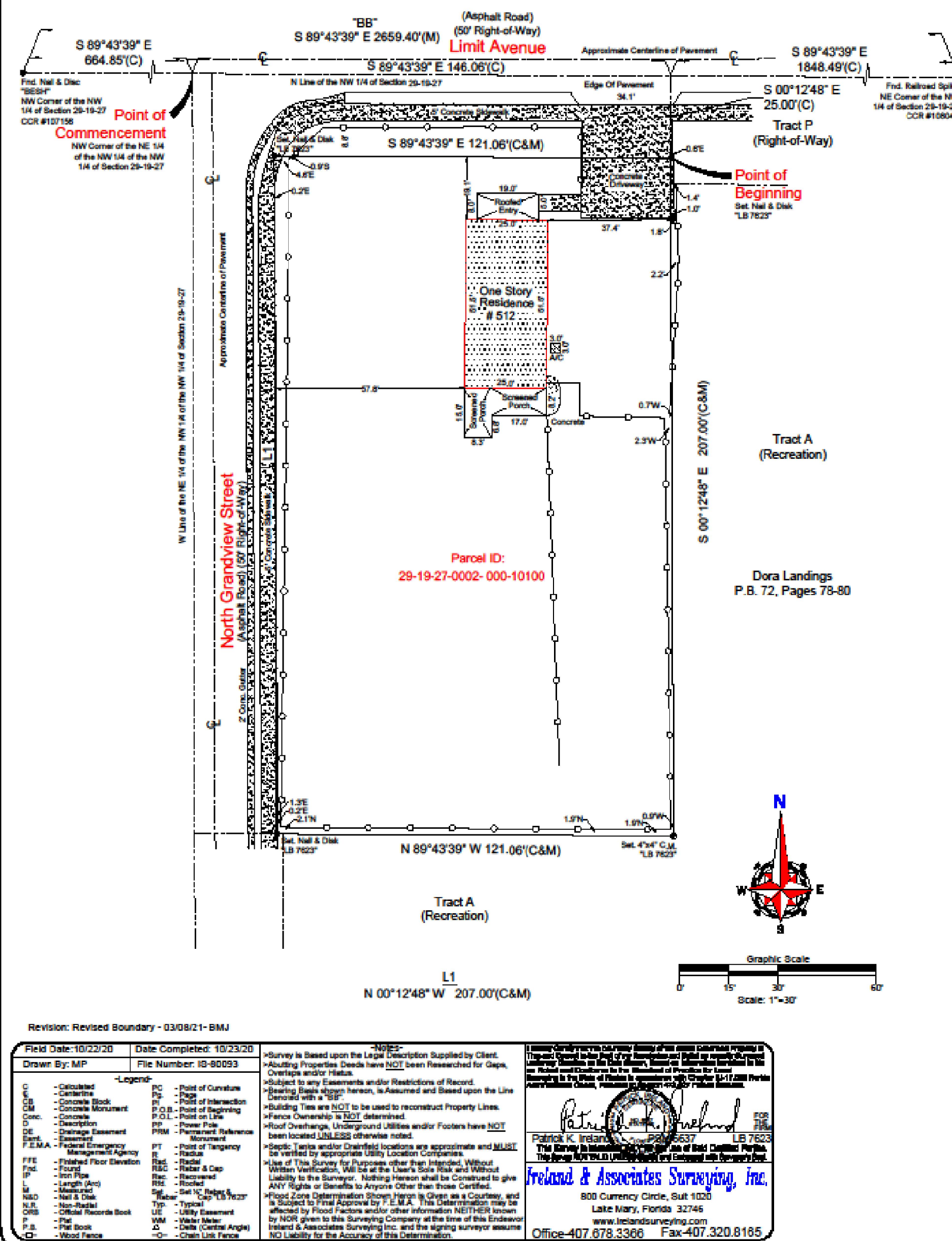
CERTIFIED TO: WEST FAMILY REVOCABLE LIVING TRUST; ARTHUR CONNELLY POMPEY; WILLIAM JAMES POMPEY II; RODERICK STERLING POMPEY; DALE LLOYD WEST; LISA WEST; SHIPLEY LAW FIRM & TITLE COMPANY; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY; ATTORNEYS' TITLE FUND SERVICES, LLC

Boundary Survey**Legal Description:**

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 29, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, RUN THENCE SOUTH 232 FEET, THENCE EAST 146.06 FEET, THENCE NORTH 232 FEET, THENCE WEST 146.06 FEET TO THE POINT OF BEGINNING, LESS ROAD RIGHT-OF-WAY.

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**Lot Closure Calculation Report****Boundary Name: Plat**

Northing: 1629613.2564 Easting: 451138.3572
Line Course: S00° 12' 48"E Length: 207.00'
Northing: 1629406.2589 Easting: 451139.1277
Line Course: N89° 43' 39"W Length: 121.06'
Northing: 1629406.8344 Easting: 451018.0701
Line Course: N00° 12' 48"W Length: 207.00'
Northing: 1629613.8319 Easting: 451017.2995
Line Course: S89° 43' 39"E Length: 121.06'
Northing: 1629613.2564 Easting: 451138.3572

Perimeter: 656.12'

Area: 25058 Sq. Ft. / 0.58 Acres

-Mapcheck Closure-

Error Closure: 0.000'

Precision: 1: 656116000.000

Boundary Name: Lot 1

Northing: 1629613.2564 Easting: 451138.3572
Line Course: S00° 12' 48"E Length: 83.00'
Northing: 1629530.2580 Easting: 451138.6661
Line Course: N89° 43' 39"W Length: 121.06'
Northing: 1629530.8335 Easting: 451017.6085
Line Course: N00° 12' 48"W Length: 83.00'
Northing: 1629613.8319 Easting: 451017.2995
Line Course: S89° 43' 39"E Length: 121.06'
Northing: 1629613.2564 Easting: 451138.3572

Perimeter: 408.12'

Area: 10,047 Sq. Ft. / 0.23 Acres

-Mapcheck Closure-

Error Closure: 0.000'

Precision: 1: 408116000.000

Boundary Name: Lot 2

Northing: 1629530.2579 Easting: 451138.6661
Line Course: S00° 12' 48"E Length: 62.00'

Northing: 1629468.2584 Easting: 451138.8969
Line Course: N89° 43' 39"W Length: 121.06'
Northing: 1629468.8338 Easting: 451017.8393
Line Course: N00° 12' 48"W Length: 62.00'
Northing: 1629530.8334 Easting: 451017.6085
Line Course: S89° 43' 39"E Length: 121.06'
Northing: 1629530.2579 Easting: 451138.6661

Perimeter: 366.12'

Area: 7,505 Sq. Ft. / 0.17 Acres

-Mapcheck Closure-

Error Closure: 0.000'

Precision: 1: 366118000.000

Boundary Name: Lot 3

Northing: 1629468.2584 Easting: 451138.8969
Line Course: S00° 12' 48"E Length: 62.00'
Northing: 1629406.2588 Easting: 451139.1277
Line Course: N89° 43' 39"W Length: 121.06'
Northing: 1629406.8343 Easting: 451018.0700
Line Course: N00° 12' 48"W Length: 62.00'
Northing: 1629468.8338 Easting: 451017.8393
Line Course: S89° 43' 39"E Length: 121.06'
Northing: 1629468.2584 Easting: 451138.8969

Perimeter: 366.12'

Area: 7,505 Sq. Ft. / 0.17 Acres

-Mapcheck Closure-

Error Closure: 0.000' Course: N00° 00' 00"E

Precision: 1: 366118000.000

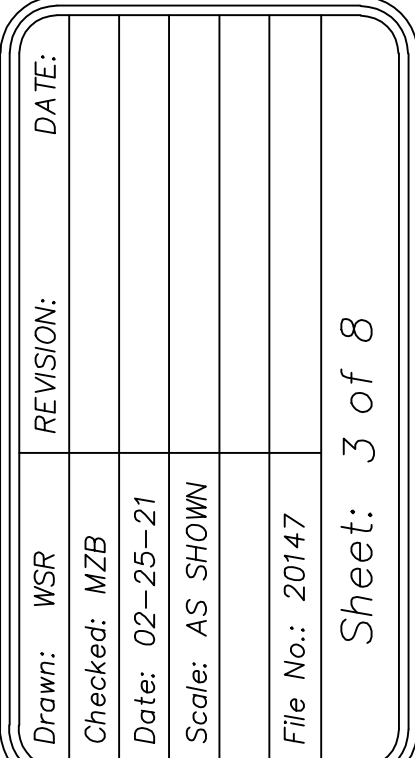
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MICHAEL Z. BROOKS, P.E. FL. REG. NO. 30814
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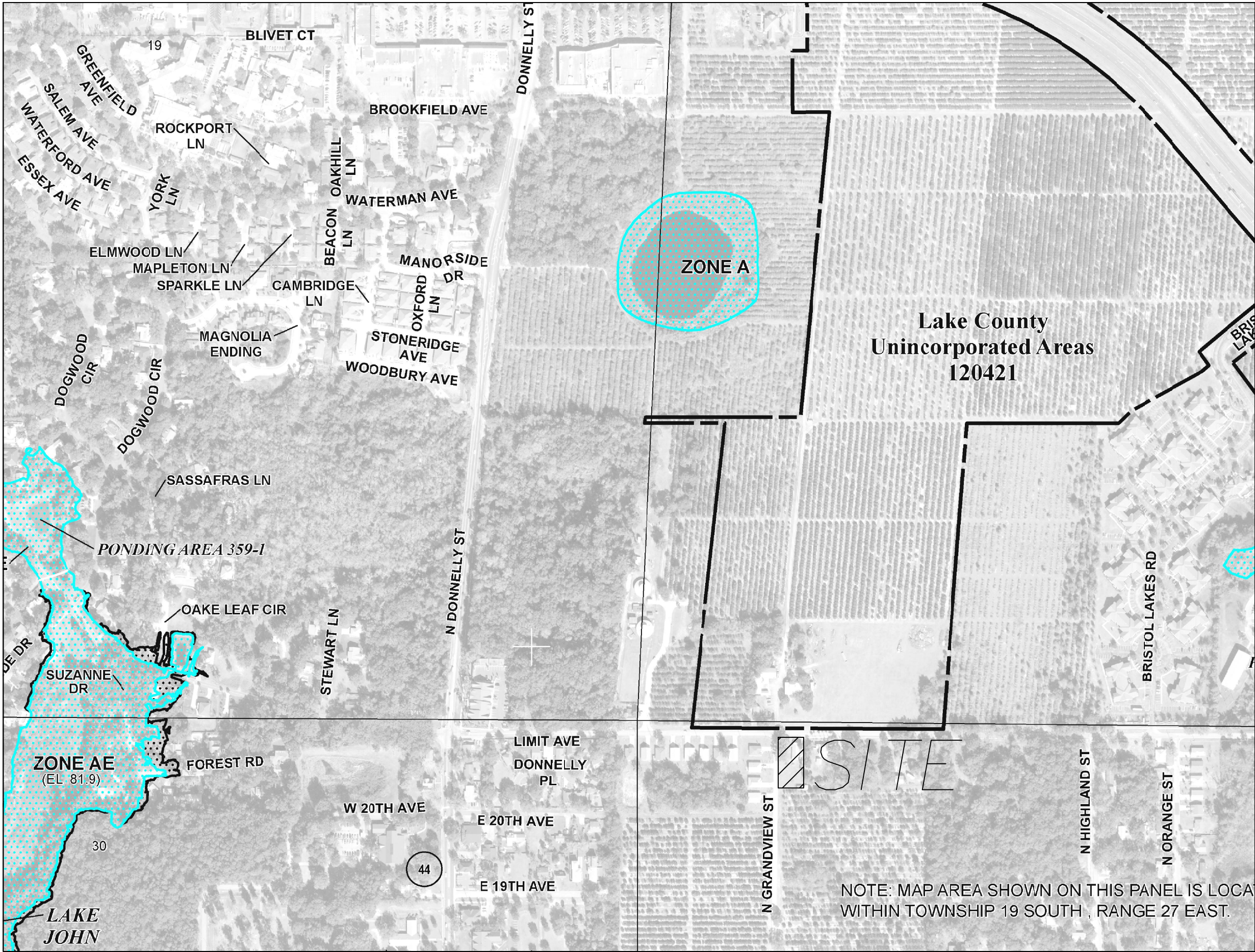
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Sheet: 2 of 8



WEST SUBDIVISION
512 LIMIT AVENUE
SITE PLAN
MT. DORA, FLORIDA 32757

DALE & LISA WEST
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C.A. #30062



FEMA MAP
FEMA FIRM MAPS PANELS
No. 12069C0359 E



SOILS MAP
CANDLER SAND, 0 TO 5
PERCENT SLOPES (100%)

Wicks Engineering Services, Inc.
225 West Main Street, Tavares, Florida 32778
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512 LIMIT AVENUE
SOILS & FEMA MAPS
MT. DORA, FLORIDA 32757

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Sheet: 4 of 8



NOTE:
ALL SURROUNDING RIGHT
OR WAYS ARE 50'

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WEST SUBDIVISION
512 LIMIT AVENUE
VICINITY MAP
MT. DORA, FLORIDA 32757

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Sheet: 5 of 8			

GENERAL UTILITIES CONSTRUCTION NOTES

1. THE PUBLIC SERVICES DEPARTMENT MUST BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO ANY WORK ON EXISTING CITY OF MOUNT DORA UTILITIES. THE CONTRACTOR MUST CONTACT, JOSH KRAMM, COLLECTION AND DISTRIBUTION SUPERVISOR, AT HIS OFFICE (352) 735-7151 or CELL PHONE (352) 516-3691.
2. NO GRADING, CUTTING, OR FILLING SHALL COMMENCE UNTIL SUCH TIME AS APPROPRIATE EROSION AND SEDIMENTATION CONTROL DEVICES HAVE BEEN INSTALLED BETWEEN THE DISTURBED AREA AND WATER BODIES, WATERCOURSES OR WETLANDS.
3. CONSTRUCTION MUST BE PER THE DRC APPROVED SITE PLAN. DEVIATIONS IN ROADWAY, UTILITY OR DRAINAGE CONSTRUCTION WILL REQUIRE PRIOR WRITTEN APPROVAL OF THE CITY ENGINEER OR THE DIRECTOR OF PUBLIC SERVICES. (NOTE: SIGNIFICANT CHANGES FROM THE DRC APPROVED PLAN MAY REQUIRE THE OWNER / DEVELOPER TO SUBMIT A REVISED SITE PLAN THROUGH THE DRC FOR REVIEW.)
4. CONTRACTOR SHALL PROVIDE AN EMERGENCY CONTACT NUMBER LIST FOR KEY SITE PERSONNEL.
5. ENGINEER OF RECORD REVIEWED SHOP DRAWING SUBMITTALS ARE REQUIRED FOR ALL WATER / SEWER / RECLAIMED AND STORMWATER SYSTEMS TO BE DEDICATED TO THE CITY OF MOUNT DORA. TWO SETS ARE REQUIRED FOR REVIEW. ONE SET WILL BE RETURNED TO THE ENGINEER OF RECORD.
6. OFF-SITE OR ROADWAY RIGHT OF WAY CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL CONDITIONS OF THE APPROVED R/W PERMIT(S). A COPY OF THE APPROVED R/W PERMIT MUST BE KEPT ON-SITE AND READILY AVAILABLE DURING ALL CONSTRUCTION ACTIVITIES WITHIN THE R/W.
7. THE PUBLIC SERVICES DEPARTMENT MUST BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO UTILITY TESTING. THE CONTRACTOR MUST CONTRACT JOSH KRAMM, COLLECTION AND DISTRIBUTION SUPERVISOR, AT HIS OFFICE (352) 735-7151 OR CELL PHONE (352) 516-3691. HYDROSTATIC TESTING SHALL BE PER THE APPLICABLE PROVISIONS AS SET FORTH IN AWWA STANDARDS. (MINIMUM 150 PSI @ 2 HOURS - POTABLE / RECLAIMED AND MINIMUM 100 PSI @ 2 HOURS - FORCE MAINS).
8. GRAVITY SEWER PIPING TESTS SHALL BE IN ACCORDANCE WITH UNI-BELL PVC PIPE ASSOCIATION; "RECOMMENDED PRACTICES FOR LOW-PRESSURE AIR TESTING OF INSTALLED SEWER PIPE". THE CONTRACTOR WILL BE REQUIRED TO PROVIDE VIDEO INSPECTION OF THE ENTIRE LINE DEMONSTRATING SATISFACTORY WORKMANSHIP AND SHOWING POSITIVE FLOW WITHIN THE SANITARY SYSTEM. ANY DEFECTS IN WORKMANSHIP, AREAS OF STANDING WATER OR "BELLIES" SHALL BE CAUSE FOR REJECTION. ONE VHS OR DVD FORMAT COPY OF THE VIDEO INSPECTION MUST BE PROVIDED TO THE PUBLIC SERVICES DEPARTMENT.



STANDARD CONSTRUCTION DETAIL
GENERAL NOTES

GU001-1A

DATE: 17FEB05

GENERAL UTILITIES CONSTRUCTION NOTES

9. THE CONTRACTOR WILL BE REQUIRED TO PROVIDE VIDEO INSPECTION OF ALL STORM SYSTEM PIPES DEMONSTRATING SATISFACTORY WORKMANSHIP AND SHOWING POSITIVE FLOW WITHIN THE DRAINAGE SYSTEM. ANY DEFECTS IN WORKMANSHIP, AREAS OF STANDING WATER OR "BELLIES" SHALL BE CAUSE FOR REJECTION. ONE VHS OR DVD FORMAT COPY OF THE VIDEO INSPECTION MUST BE PROVIDED TO THE PUBLIC SERVICES DEPARTMENT.
10. FOLLOWING SATISFACTORY PRESSURE TESTING, THE CONTRACTOR SHALL DISINFECT ALL SECTIONS OF THE WATER DISTRIBUTION SYSTEM, AND RECEIVE APPROVAL THEREOF FROM THE APPROPRIATE AGENCIES, PRIOR TO PLACING IN SERVICE. ADVANCE NOTICE SHALL BE PROVIDED TO THE CITY BEFORE DISINFECTING PROCEDURES START. THE DISINFECTION SHALL BE ACCOMPLISHED WITH THE APPLICABLE PROVISIONS OF AWWA STANDARD, "DISINFECTING WATER MAINS" AND ALL APPROPRIATE AGENCY APPROVALS.
11. COPIES OF SATISFACTORY BACTERIOLOGICAL TESTING AND THE FDEP "LETTER OF RELEASE REQUEST" SIGNED BY THE ENGINEER OF RECORD MUST BE SUBMITTED TO THE CITY ENGINEER FOR PROCESSING. NO POTABLE WATER LINE SHALL BE PLACED INTO SERVICE WITHOUT RECEIPT OF FDEP AUTHORIZATION.
12. FDEP CLEARANCE REQUEST CORRESPONDENCE MUST BE SUBMITTED THROUGH THE PLANNING AND DEVELOPMENT DEPARTMENT.
13. EARTHWORK, PAVEMENT AND CONCRETE CONSTRUCTION NOT SPECIFICALLY ADDRESSED BY THE CITY LDC, SHALL BE THE CURRENT OR YEAR 2000 FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, WHICHEVER IS MORE STRINGENT. HTTP://WWW.DOT.STATE.FL.US/SPECIFICATIONSOFFICE/LOCALARCHIVES.HTM
14. COPIES OF ALL MATERIALS AND COMPACTION TESTING PER THE YEAR 2000 FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION MUST BE PROVIDED PRIOR TO CLOSEOUT.
15. THE PUBLIC SERVICES DEPARTMENT REQUIRES A PRE-CLOSEOUT FIELD REVIEW WITH THE CONTRACTOR / SITE DEVELOPER. THE CONTRACTOR MUST CONTACT PUBLIC SERVICES ENGINEERING AT (352) 735-7151, TO COORDINATE. ALL ISSUES IDENTIFIED AT THE FIELD REVIEW MUST BE ADDRESSED PRIOR TO PUBLIC SERVICES FINAL CLOSE OUT APPROVAL.
16. LIFT STATION START UP WILL REQUIRE A MINIMUM OF 48 HOURS PRIOR NOTIFICATION TO THE CITY. THE CONTRACTOR MUST CONTACT BART GRAM, MAINTENANCE AND LIFT STATION SUPERVISOR, AT (352) 735-7151 OR (352) 455-0624 TO COORDINATE THE START UP INSPECTION.



STANDARD CONSTRUCTION DETAIL
GENERAL NOTES

GU001-2B

DATE: 29JUL05

GENERAL UTILITIES CONSTRUCTION NOTES

17. ALL MANUALS FOR LIFT STATION CONTROL PANELS, GENERATORS, AND PUMPS WILL BE REQUIRED PRIOR TO START UP. THESE MANUALS WILL BE SUBJECT TO CITY REVIEW / APPROVAL TO INCLUDE O&M MANUALS. NO LIFT STATION WILL BE ACCEPTED UNTIL SATISFACTORY DOCUMENTATION HAS BEEN PROVIDED. ANY LIFT STATION PUMP, SIZED LARGER THAN 20 HP, SHALL BE PROVIDED WITH A REBUILD KIT CONSISTING OF BEARINGS, SEALS, O-RINGS AND WEAR RINGS. ALSO, A TOOL KIT WITH BOX IS REQUIRED.
18. DEDICATION OF IMPROVEMENTS TO THE PUBLIC SHALL BE IN ACCORDANCE WITH THE CITY OF MOUNT DORA LDC 4.3.4(3)(A) - BONDS, 5.3.5(1) - BONDS, AND 7.2.4 - BONDS AND WARRANTIES. THE CITY'S LAND DEVELOPMENT CODE IS AVAILABLE ON LINE AT WWW.MUNICODE.COM FOR YOUR REFERENCE.
19. AS-BUILT DRAWINGS - PER LDC 7.13.6: OWNER / DEVELOPER SHALL PROVIDE FOUR WHITE COPY AND ONE MYLAR SET OF THE APPROVED FINAL ENGINEERING PLANS CONFORMED TO SHOW ALL AS-BUILT CONDITIONS. AS-BUILTS MUST SHOW ACCURATE MEASUREMENTS OF WATER AND SEWER LINES AND STRUCTURES FROM FIXED KNOWN LOCATIONS WITHIN THE DEVELOPMENT. CERTIFICATION OF THE PROJECT ENGINEER ATTESTING TO THE ACCURACY OF THE DRAWINGS IS REQUIRED. CITY ACCEPTANCE OF IMPROVEMENTS AND OR ISSUANCE OF OCCUPANCY WILL BE WITHHELD UNTIL SATISFACTORY AS-BUILTS ARE PROVIDED.



STANDARD CONSTRUCTION DETAIL
GENERAL NOTES

GU001-1C

DATE: 17FEB05

WATER SYSTEM CONSTRUCTION GENERAL NOTES

1. THE CITY'S PUBLIC SERVICES DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING ANY WATER SYSTEM CONSTRUCTION.
2. DE-WATERING SHALL BE PROVIDED TO KEEP GROUND WATER ELEVATION A MINIMUM OF 6 INCHES BELOW PROPOSED WATER MAIN.
3. ALL WATER MAINS SHALL BE INSTALLED ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
4. TRENCHES SHALL BE BACK FILLED WITH MATERIAL ACCEPTABLE TO THE CITY, WITH A MINIMUM COMPACTION OF 98% (AASHTO T-180) IN PAVED AREAS AND 95% (AASHTO T-180) IN UNPAVED AREAS.
5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 2 FEET VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET. RESULTS OF TESTING MUST BE PROVIDED TO THE CITY.
6. PIPE WARNING TAPE SHALL BE LOCATED 18 INCHES BELOW FINISH GRADE FOR ALL PIPES. PIPE IDENTIFICATION TAPE SHALL BE PROVIDED ON ALL PIPES.
7. ALL SINGLE RESIDENTIAL WATER SERVICES SHALL BE MINIMUM 1" AND DOUBLE RESIDENTIAL SERVICES SHALL BE MINIMUM 1-1/2" BLACK OR BLUE POLYETHYLENE TUBING. POLYBUTYLENE SHALL NOT BE USED.
8. ALL WATER SERVICE ENDINGS SHALL BE MARKED BY 2"x4" LUMBER (PRESSURE TREATED). ALL SERVICE SHALL EXTEND 6 INCHES ABOVE GRADE, SECURED TO THE BASE OF THE LUMBER. ALL SERVICES MUST BE ADJUSTED TO FINAL METER BOX LOCATION BY OWNER PRIOR TO INITIAL METER INSTALLATION.
9. WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACING OF 1,000 FEET FOR RESIDENTIAL SERVICE (500' FOR COMMERCIAL, MULTIFAMILY AND INDUSTRIAL). AT ALL WATER TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL BRANCHES.
10. APPROVED WATER VALVE TYPES ARE THE FOLLOWING:
A. BRASS BALL-TYPE VALVE FOR VALVES LESS THAN 2" DIAMETER.
B. STANDARD GATE VALVES 2" AND LARGER DIAMETER, RESILIENT WEDGE GATE VALVES (AWWA C-509)
C. TAPPING VALVES WITH MECHANICAL TAPPING SLEEVE FOR SIZE ON SIZE STAINLESS STEEL OR EPOXY COATED SLEEVE WITH STAINLESS STEEL BOLTS AND NUTS FOR OTHERS.



STANDARD CONSTRUCTION DETAIL
GENERAL NOTES: WATER

PW001-1A

DATE: 25OCT04

WATER SYSTEM CONSTRUCTION GENERAL NOTES

11. ALL POTABLE WATER VALVE BOXES SHALL BE ADJUSTED TO FINISH GRADE AND THE CAPS SHALL BE PAINTED BLUE TO MAKE THEM PLAINLY VISIBLE. VALVES NOT IN PAVEMENT MUST HAVE 18"x18"x6" CONCRETE COLLAR.
12. AS STANDARD PRACTICE, WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF THE CURB ON THE OPPOSITE SIDE OF THE RECLAIMED WATER LINES OR AS APPROVED BY THE CITY.
13. ALL WATER MAINS SHALL BE NSF APPROVED FOR POTABLE WATER USE, AND HAVE A MINIMUM COVER OF 36 INCHES. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER, DUCTILE IRON PIPE OR ENCASEMENT MAY BE USED AS APPROVED BY THE CITY AND FDEP.
14. ALL WATER MAINS TO BE CLEARED FOR SERVICE SHALL BE FLUSHED, DISINFECTED, PRESSURE TESTED, AND BACTERIOLOGICALLY CLEANSED FOR SERVICE, IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS.
15. WATER MAINS SHALL BE PVC AWWA CLASS C-900, MINIMUM CL-150 (DR-18) DUCTILE IRON PIPE PRESSURE RATING, STANDARD CEMENT LINED, UNLESS OTHERWISE APPROVED BY THE CITY.
16. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO INSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OR THE CITY PUBLIC SERVICES AND "AS-BUILTS" ARE PROVIDED TO THE CITY ENGINEER, PRIOR TO ANY USE OF THIS SYSTEM.
17. WATER DISTRIBUTION SYSTEM SHALL BE DESIGNED TO COMPLY WITH THE CITY'S FIRE (WATER) FLOW CODE.
18. ALL WATER SERVICES SHALL BE MARKED ALONG THE OUTSIDE EDGE OF CURB WITH UPSIDE-DOWN "W" OR BY METAL TABS SET INTO PAVEMENT. VALVES FOR WATER SHALL BE MARKED BY A "V" OR METAL TABS SET INTO THE PAVEMENT. BLOW-OFFS SHALL BE MARKED WITH A "B".
19. BLUE REFLECTORS SHALL BE SECURELY AFFIXED TO ROADWAY (CENTER LINE OF ROAD) ADJACENT TO HYDRANT LOCATION.
20. WATER SERVICES SHOULD BE DOUBLE 1-1/2" SERVICES LOCATED AT SIDE LOT LINES, ALTERNATING WITH RECLAIMED WATER SERVICE LOCATIONS. IN INSTANCES WHERE WATER SERVICES NEED TO BE OFFSET, 1" SERVICES SHALL BE SPECIFIED. THESE SERVICES MAY BE OFFSET FROM THE LOT LINE A MAXIMUM DISTANCE OF 50 FEET.
21. OUT-OF-SERVICE FIRE HYDRANTS MUST BE CLEARLY MARKED (RED RING ON NOZZLE, LABELED DISK ON NOZZLE) FACING ROADWAY. PRIOR TO TAKING ANY WATER LINES OUT OF SERVICE, THE CONTRACTOR SHALL
22. NOTIFY THE CITY AND AFFECTED CUSTOMERS, IN WRITING, 48-HOURS PRIOR TO SHUTDOWN.
23. WATER SYSTEMS WILL BE PRESSURE TESTED AT 150 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS.



STANDARD CONSTRUCTION DETAIL
GENERAL NOTES: WATER

PW001-1B

DATE: 25OCT04

WATER SYSTEM CONSTRUCTION GENERAL NOTES

24. MEGALUGS, SPLIT-RESTRAINED BOLTLESS RESTRAINED JOINTS, OR GRIPPER GASKETS MAY BE USED ON ALL RESTRAINED JOINT INSTALLATIONS, MINIMUM DEPTH OF BURY ON ALL PIPES NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPRA THRUST RESTRAINT DESIGN
25. WATER MAIN VALVES SHALL BE COMPLETELY OPENED BY THE CITY WATER / WASTEWATER DIVISION, IN THE PRESENCE OF THE CONTRACTOR, PRIOR TO FINAL ACCEPTANCE OF ANY NEW WATER SYSTEM.
26. ALL FIRE HYDRANTS SHALL BE CONSTRUCTED TO MAKE THEM EASILY ACCESSIBLE TO FIRE PERSONNEL IN CASE OF A FIRE. THE MAIN NOZZLE SHOULD ALWAYS FACE THE STREET AND BE 18" - 22" ABOVE GRADE.
27. HYDRANT LOCATION AND SPACING SHALL BE AS PER ARTICLE 6.4.4 OF THE LAND DEVELOPMENT CODE.



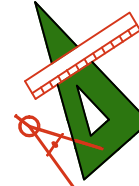
STANDARD CONSTRUCTION DETAIL
GENERAL NOTES: WATER

PW001-1C

DATE: 25OCT04

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DALE & LISA WEST
20255 BILL COLLINS ROAD
EUSTIS, FLORIDA 32736

WEST SUBDIVISION
512 LIMIT AVENUE
UTILITY DETAILS
MT. DORA, FLORIDA 32757

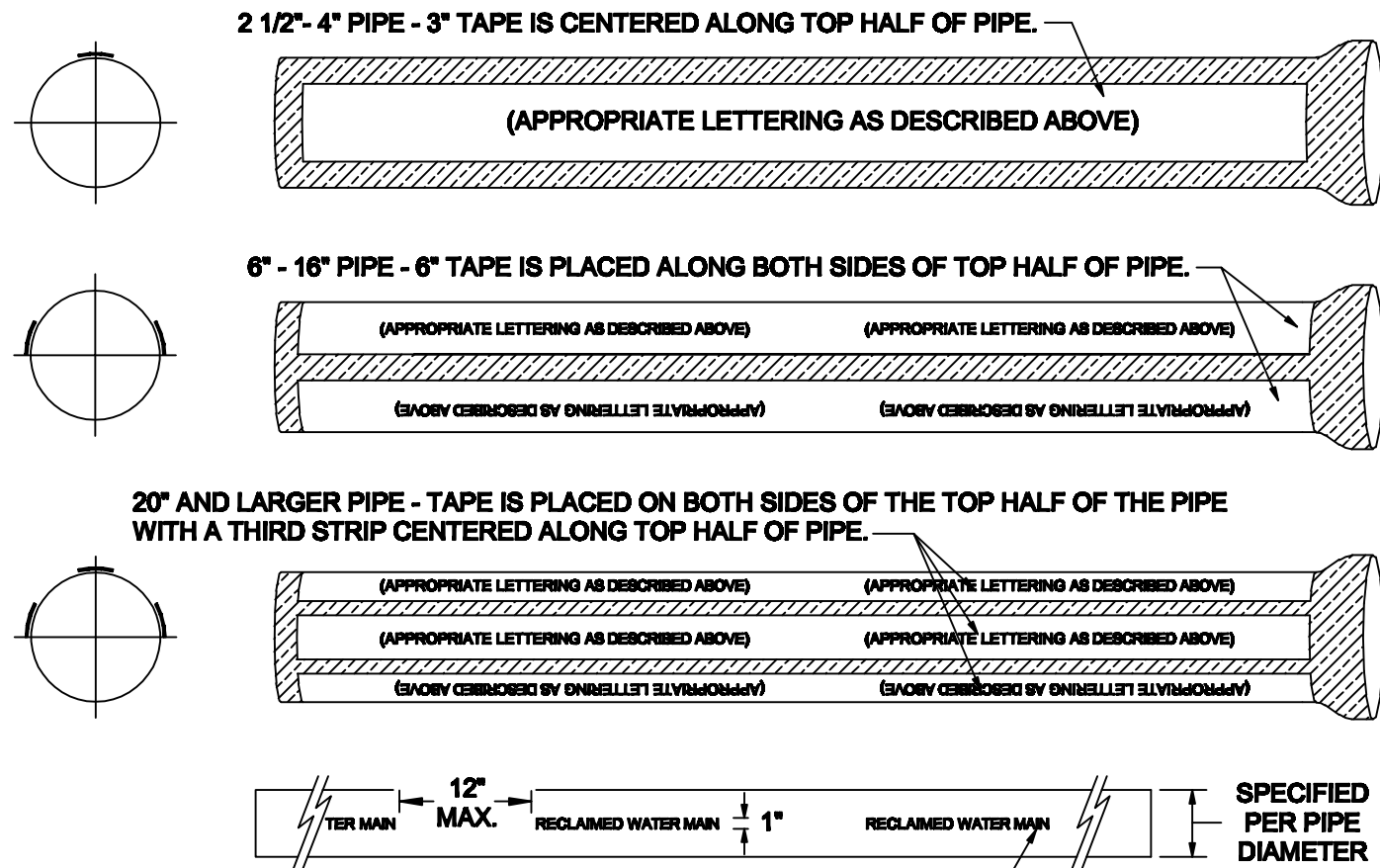
MICHAEL Z. BROOKS, P.E. FL. REG. NO. 30814
DATE:

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Sheet: 6 of 8			

GENERAL NOTES:

ALL UTILITY PIPE SHALL BE INSTALLED WITH 3 INCH WIDE SELF ADHESIVE VINYL CONTINUOUS TAPE, FOR IDENTIFICATION PURPOSES. TAPE SHALL BE COLOR CODED AND WORDED AS FOLLOWS:
(NOTE: TRACING WIRE INSULATION SHALL BE SIMILARLY COLOR CODED)

- POTABLE WATER.
A. COLOR: BLUE WITH BLACK LETTERING
B. LETTERING: POTABLE WATER MAIN OR SIMILAR WORDING.
- RECLAIMED WATER.
A. COLOR: PURPLE WITH WHITE OR YELLOW LETTERING.
B. LETTERING: RECLAIMED WATER OR SIMILAR WORDING.
- FIRE LINES.
A. COLOR: RED WITH BLACK LETTERING
B. LETTERING: FIRE LINE OR SIMILAR WORDING.
- GRAVITY SEWER.
A. COLOR: BROWN OR GREEN WITH BLACK LETTERING.
B. LETTERING: SEWER LINE OR SIMILAR WORDING.
- SEWER FORCE MAIN.
A. COLOR: GREEN WITH BLACK LETTERING.
B. LETTERING: SEWER FORCE MAIN OR SIMILAR WORDING.



PURPLE TAPE WITH WHITE OR OTHER CONTRASTING PERMANENTLY IMPREGNATED LETTERING SHALL BE USED. THE TAPE SHALL RUN FROM JOINT TO JOINT ALONG THE LENGTH OF THE PIPE.

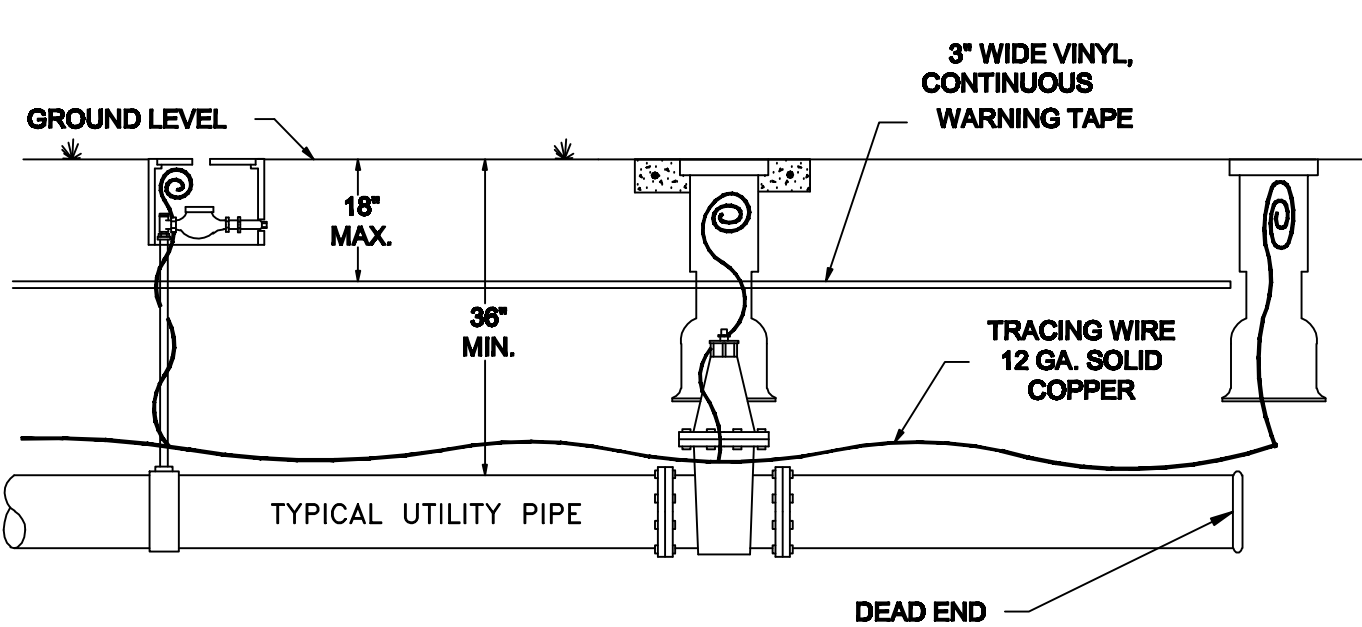
METAL RECLAIMED WATER MAIN WITH IDENTIFICATION TAPES



PIPE IDENTIFICATION

GU002-1

DATE: 25OCT04



ALL CITY APPROVED PIPE INSTALLED WITHIN THE CITY'S WATER (POTABLE & RECLAIMED) OR SANITARY SEWER SYSTEM SHALL BE INSTALLED WITH 12 GA. SOLID COPPER TRACING WIRE.

THE TRACING WIRE MUST BE INSTALLED DIRECTLY ABOVE THE PIPE AND SHALL BE TAPED TO THE PIPE AT 10' INTERVALS. WIRE SHALL EXTEND A MINIMUM OF 12" ABOVE GRADE AT EACH INTERVAL AND BE COILED AND PLACED IN A VALVE BOX, METER BOX, MANHOLE, CLEANOUT OR OTHER APPLICABLE STRUCTURE.

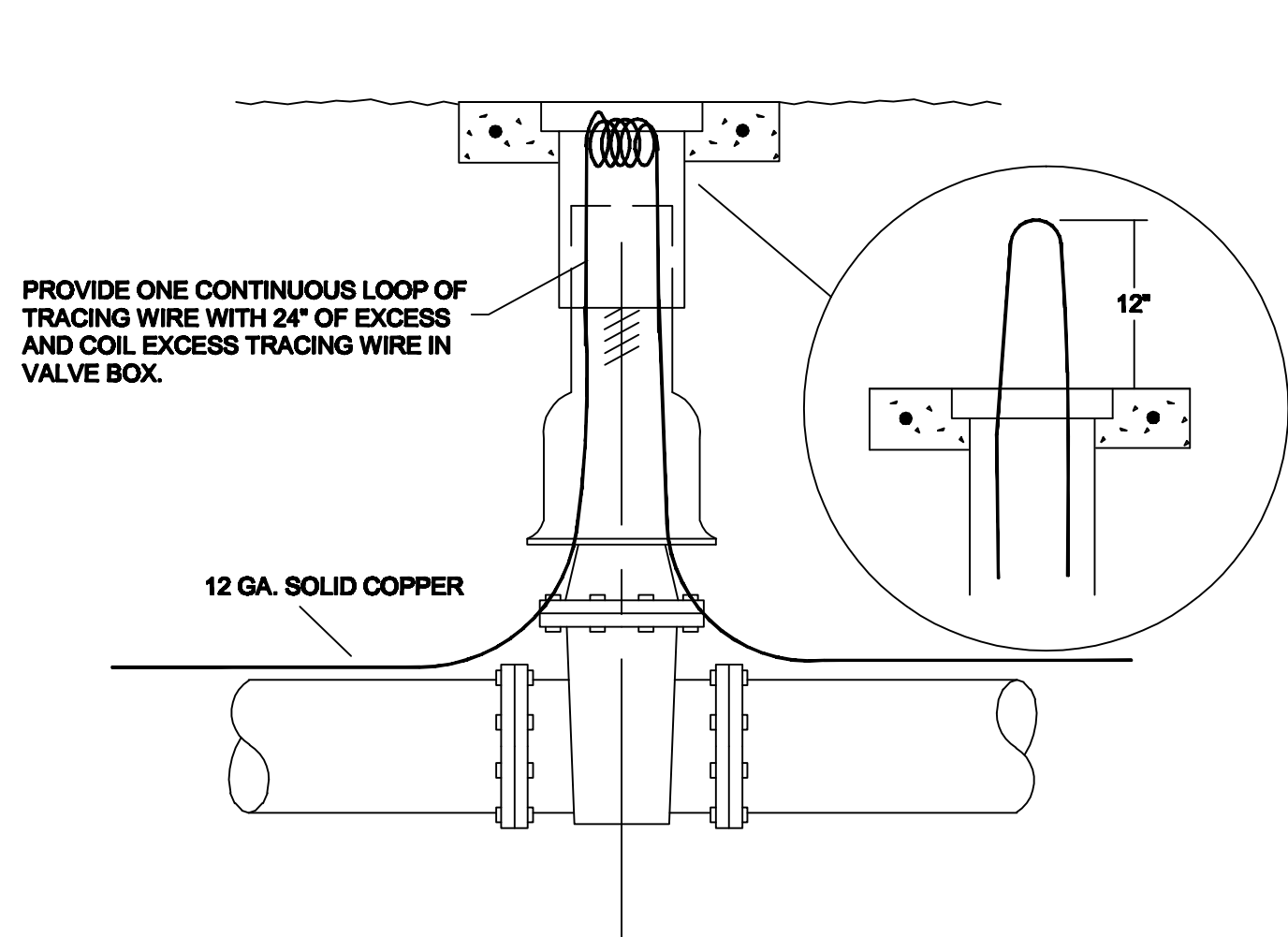
TRACING WIRE BETWEEN INTERVALS SHALL BE INSTALLED SO AS TO PROVIDE CONTINUOUS CURRENT WHEN LINE LOCATION EQUIPMENT IS CONNECTED TO THE TRACING WIRE. WIRE BRANCHING FROM MAIN LINES SHALL BE LINKED BY CITY-APPROVED WATER TIGHT CONNECTORS.

- POTABLE AND RECLAIMED WATER SYSTEMS: WIRE AND WARNING TAPE SHALL BE INSTALLED ON ALL PVC, ABS, PCPP AND OTHER PLASTIC MAINS AND SERVICE LINES AND ATTACHED TO VALVES, HYDRANTS, AND TEES. WIRE INSTALLED WITH SERVICE LINES SHALL CONNECT TO THE WIRE INSTALLED ABOVE THE MAIN AND EXTEND TO THE CURB STOP.
- FIRE SPRINKLER LINES: WIRE SHALL CONNECT TO THE WIRE INSTALLED ABOVE THE MAIN AND EXTEND TO THE RISER CONNECTION.
- SANITARY SEWER GRAVITY SYSTEM: WIRE AND WARNING TAPE SHALL BE INSTALLED ON SANITARY SEWER SYSTEM AND SHALL EXTEND UPWARD AND BE PLACED INTO MANHOLE STRUCTURES BETWEEN THE MANHOLE RING AND CONE. WIRE WITH SERVICE LATERALS SHALL CONNECT TO THE WIRE INSTALLED ABOVE THE MAIN AND BROUGHT TO THE SURFACE AT THE SEWER CLEANOUT.
- SANITARY SEWER FORCE MAINS: WIRE AND WARNING TAPE SHALL BE INSTALLED ON THE FORCE MAIN AND BROUGHT TO THE SURFACE AND PLACED IN A METAL CITY-APPROVED VALVE BOX.
- DEAD END MAINS: WIRE AND WARNING TAPE SHALL BE PLACED IN A PROPERLY IDENTIFIED BOX AT THE END OF THE RUN.

UTILITY PIPE LOCATION MATERIALS
(SEWER, POTABLE WATER & RECLAIMED WATER)

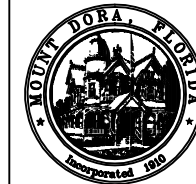
GU003-1

DATE: 25OCT04



TRACING WIRE GENERAL NOTES:

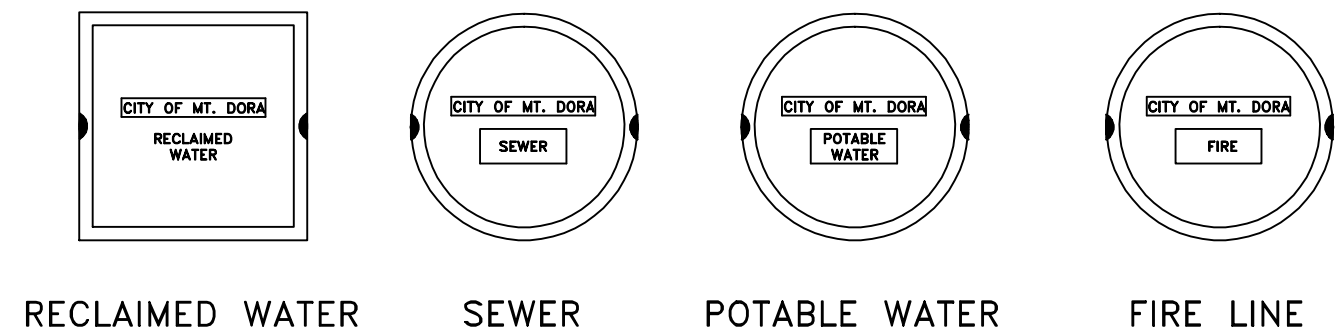
- ALL PIPE SHALL BE INSTALLED WITH 12 GA. SOLID COPPER TRACING WIRE TAPED TO PIPE AT 10' INTERVALS. TRACING WIRE MUST BE INSTALLED DIRECTLY ABOVE THE PIPE IN A CONTINUOUS CIRCUIT AND BROUGHT TO THE SURFACE AT VALVE BOXES, METER BOXES, MANHOLES, CLEANOUTS, ETC., AS FOLLOWS:
- POTABLE WATER AND RECLAIMED WATER SYSTEMS-TRACING WIRE SHALL ALLOW TRACEABILITY OF ALL PIPE BRANCHES INCLUDING THOSE FOR HYDRANTS AND SERVICE CONNECTIONS. TRACING WIRE SHALL EXTEND A MINIMUM OF 12" ABOVE GRADE AT EACH INTERVAL AND SHALL BE COILED AND PLACED IN A VALVE BOX FOR EASY ACCESSIBILITY.
- FORCE MAINS-TRACING WIRE SHALL EXTEND A MINIMUM OF 12" ABOVE GRADE AT EACH INTERVAL AND SHALL BE COILED AND PLACED IN A VALVE OR METER BOX FOR EASY ACCESSIBILITY.
- ON DEAD END MAINS THE TRACING WIRE SHALL BE PLACED IN A PROPERLY IDENTIFIED PVC VALVE BOX AT THE END OF THE RUN.
- WATER TIGHT SPLICE SHALL BE APPROVED BY THE CITY OF MT. DORA.
- SEE DETAIL GU002-1 FOR COLOR CODING, INCLUDING WIRE INSTALLATION AND TAPE.



TRACING WIRE CONNECTION

GU004-2

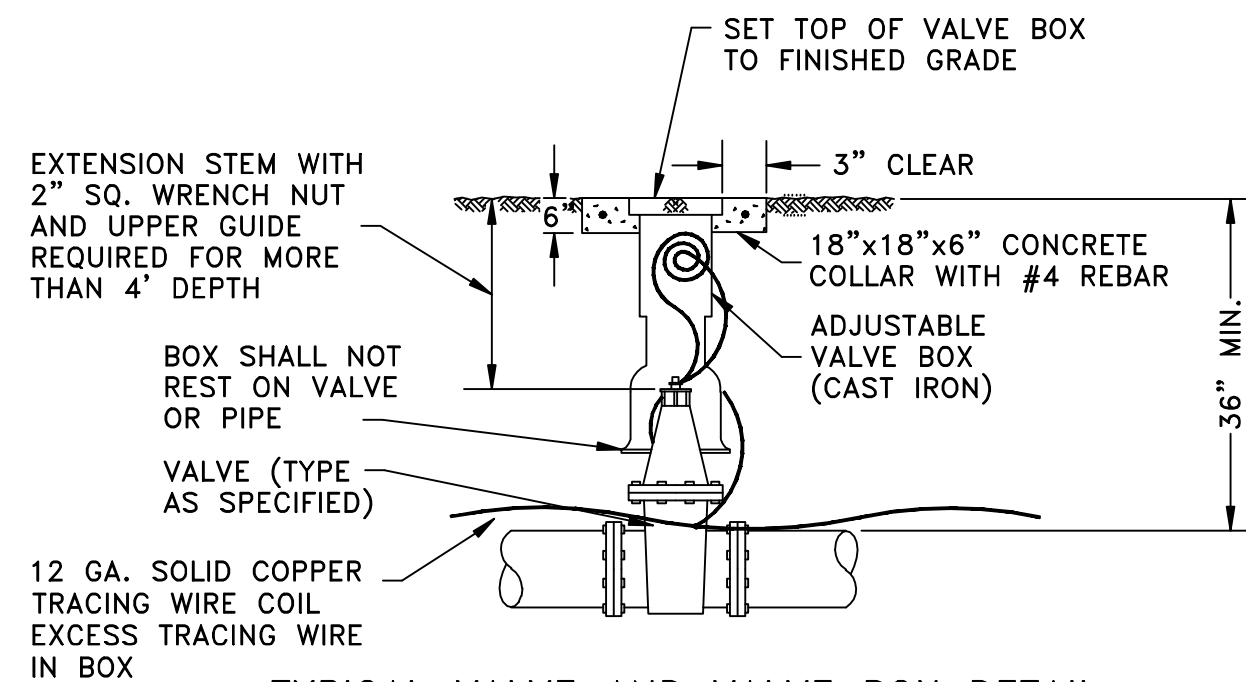
DATE: 24AUG05



RECLAIMED WATER SEWER POTABLE WATER FIRE LINE

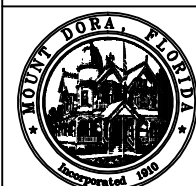
TYPICAL VALVE BOX COVER DETAILS

NOTE: COVERS AND RINGS TO BE TRAFFIC RATED PER FDOT STANDARDS AND SPECIFICATIONS.



TYPICAL VALVE AND VALVE BOX DETAIL

ADDITIONAL REFERENCE: FIRE HYDRANT DETAIL, PW002.



VALVE, VALVE BOX AND COVER

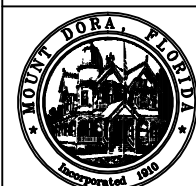
GU005-2

DATE: 24AUG05

PROPOSED UTILITY	HORIZONTAL & VERTICAL SEPARATION REQUIREMENTS								ACCEPTABLE VARIANCES
	POTABLE WATER		RECLAIMED WATER *		SANITARY SEWER (GRAVITY & F.M.)			STORM SEWER	
	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.	VERT.	HORIZ.		
POTABLE WATER	-	-	3' 00"	12"	6' ***	12' F.M. 6' GRAV.	3'	6"	
RECLAIMED * WATER	3' 00"	12"	-	-	5' 00"	18"	10'	18"	SEE GENERAL NOTES: NO. 4
SANITARY SEWER	6' ***	12' F.M. 6' GRAV.	5' 00"	18"	-	-	10'	18"	

GENERAL NOTES:

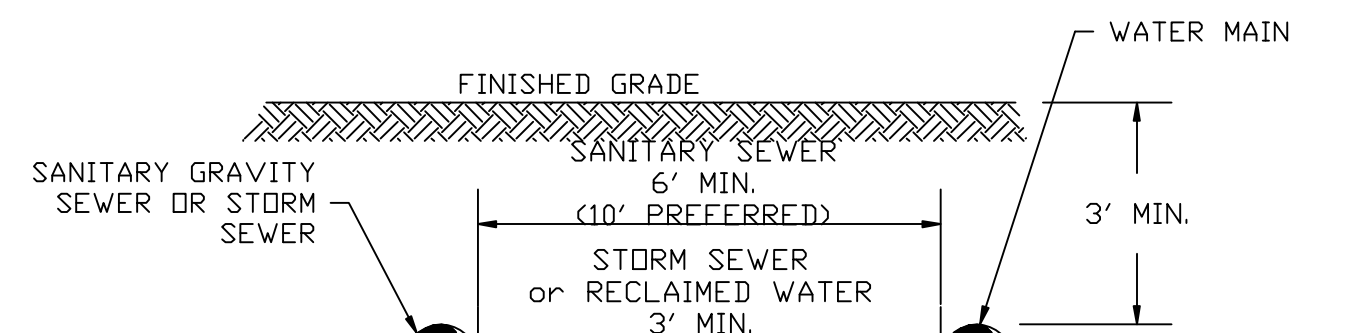
- THE TABLE REPRESENTS THE MINIMUM SEPARATION REQUIREMENTS AS DESCRIBED IN THE FLORIDA ADMINISTRATION CODE. SEPARATION REQUIREMENTS FOR NEWLY PROPOSED UTILITY LINES AND EXISTING OR PROPOSED UTILITY LINES.
 - WHERE HORIZONTAL SEPARATION IS NOT ATTAINABLE, DUCTILE IRON PIPE OR CONCRETE ENCASEMENT MUST BE USED FOR AT LEAST 10' OF THE SEPARATION. THE MINIMUM CLEARANCE IS REGAINED.
 - WHERE 18" MINIMUM VERTICAL SEPARATION IS NOT ATTAINABLE, DUCTILE IRON PIPE OR CONCRETE ENCASEMENT MUST BE USED FOR AT LEAST 10' OF THE SEPARATION. THE MINIMUM CLEARANCE IS REGAINED.
 - IF 36" MINIMUM DEPTH OF COVER IS NOT MAINTAINED, SPECIAL PROTECTION OR PIPE MATERIAL UPGRADE MAY BE REQUIRED.
 - NO POTABLE WATER PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SANITARY OR STORM WATER MANHOLE OR STRUCTURE.
- FOR THE PURPOSE OF THIS TABLE, RECLAIMED WATER SHALL MEAN 62-610. OTHER TYPES OF RECLAIMED WATER ARE CONSIDERED RAW RECLAMED WATER. SEPARATIONS LISTED FOR SANITARY SEWER SHALL APPLY TO ALL TYPES OF SANITARY SEWER. CRITERION PRODUCING GREATER CLEARANCE SHALL BE USED.
 - C/C - DENOTES CENTER OF PIPE TO CENTER OF PIPE.
 - O/O - DENOTES OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
 - IF GRAVITY SEWER IS ABOVE WATER, 12" MINIMUM.
 - ** IF WATER LINE IS LOCATED 12" ABOVE GRAVITY SEWER, HORIZONTAL SEPARATION CAN BE REDUCED TO 3'.
- ALL SEPARATION DISTANCES ARE FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE UNLESS OTHERWISE SPECIFIED. CRITERION PRODUCING GREATER CLEARANCE SHALL BE USED.



UTILITY PIPE MINIMUM SEPARATION REQUIREMENTS TABLE

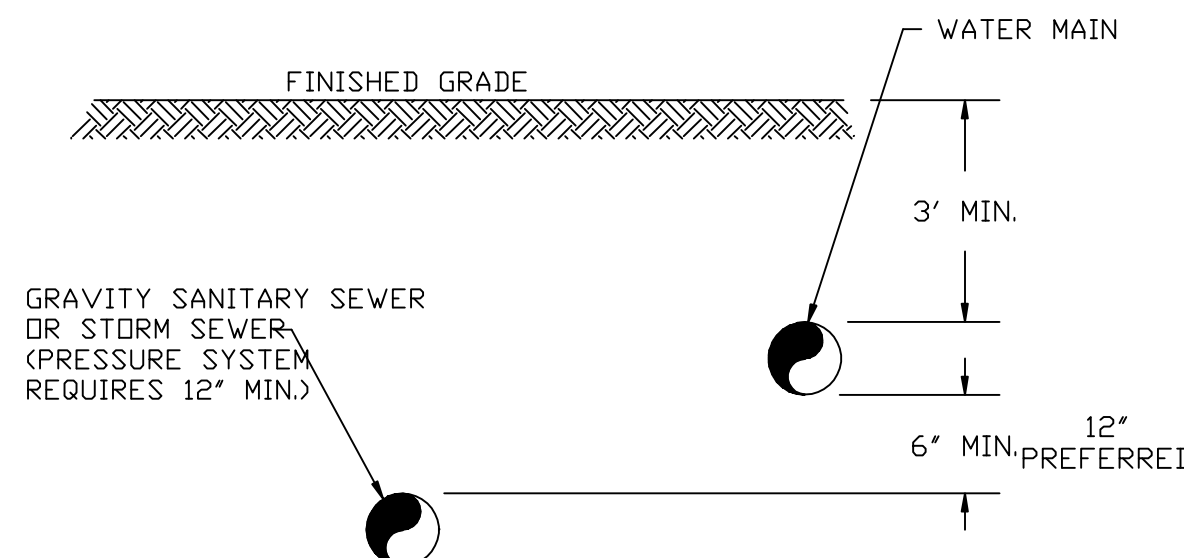
GU006-1

DATE: 25OCT04

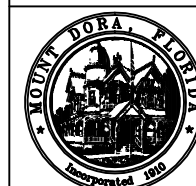


NOTES: (HORIZONTAL)

- A MINIMUM SEPARATION OF SIX (6) FEET, OUTSIDE TO OUTSIDE, SHALL BE MAINTAINED BETWEEN WATER MAINS AND SANITARY GRAVITY SEWER LINES.
- A MINIMUM HORIZONTAL SEPARATION OF THREE (3) FEET, OUTSIDE TO OUTSIDE, SHALL BE MAINTAINED BETWEEN WATER MAINS AND RECLAIMED WATER LINES CARRYING UNRESTRICTED PUBLIC ACCESS REUSE WATER, AND STORM SEWER LINES.



- THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND SANITARY GRAVITY SEWERS SHALL BE REDUCED TO THREE FEET (3') WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES (6') ABOVE THE TOP OF THE SEWER (62-555.314(C)).

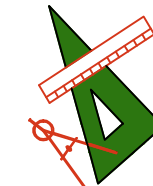


UTILITY PIPE MINIMUM SEPARATION REQUIREMENTS

GU007-1A

DATE: 25OCT04

Wicks Engineering Services, Inc.
225 West Main Street, Tavares, Florida 32778
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C.A. #30062



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20255 BILL COLLINS ROAD
EUSTIS, FLORIDA 32736

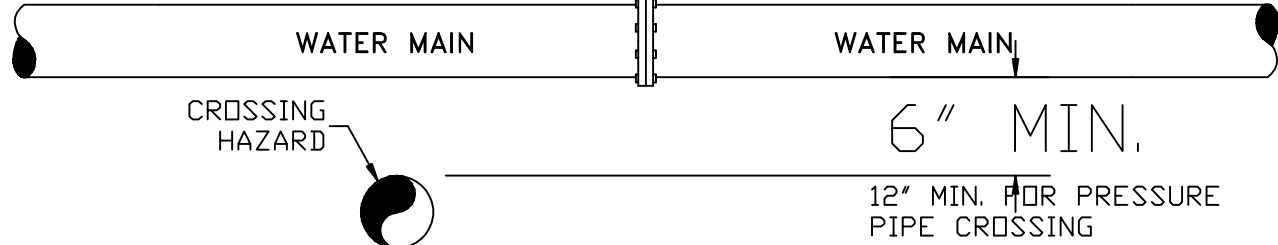
WEST SUBDIVISION
512 LIMIT AVENUE
UTILITY DETAILS
MT. DORA, FLORIDA 32757

MICHAEL Z. BROOKS, P.E. FL. REG. NO. 30814
DATE:

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Date: 02-25-21
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Sheet: 7 of 8

4. THERE SHALL BE AT LEAST A SIX FOOT (6') FOOT SEPARATION BETWEEN WATER MAINS AND SANITARY FORCE MAINS WITHOUT EXCEPTION. FIELD PROBLEMS SHALL BE REPORTED TO THE CITY ENGINEER. SPECIFIC SOLUTIONS MUST BE ACCEPTED BY F.D.E.P. PRIOR TO IMPLEMENTATION.

5. NO WATER PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SANITARY SEWER MANHOLE OR STORM SEWER STRUCTURE.

**NOTES: (VERTICAL)**

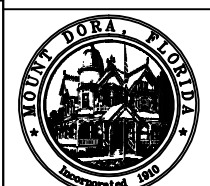
1. A MINIMUM OF VERTICAL SEPARATION OF AT LEAST SIX INCHES (6") AND PREFERABLY TWELVE INCHES (12") ABOVE, OR AT LEAST TWELVE INCHES (12") BELOW, OUTSIDE TO OUTSIDE OF PIPE BARREL, SHALL BE MAINTAINED BETWEEN WATER MAIN, SANITARY GRAVITY SEWER, OR STORM SEWER. MINIMUM VERTICAL SEPARATION OF 12" OUTSIDE TO OUTSIDE SHALL BE MAINTAINED FOR CROSSING PRESSURE PIPES (RECLAIMED WATER, STORM FORCEMAIN, OR SANITARY FORCEMAIN).
2. IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE CROSSING HAZARD.
3. HERE IT IS NOT POSSIBLE TO MAINTAIN THE REQUIRED SEPARATION, IT SHALL BE REPORTED TO THE CITY ENGINEER. DEVIATIONS AND OTHER ALTERNATIVES SHALL BE CONSIDERED ON A CASE-BY-CASE BASIS AND MUST RECEIVE SPECIFIC APPROVAL BY F.D.E.P., IN ACCORDANCE WITH FLORIDA STATUTE 62-555.314(5), PRIOR TO IMPLEMENTATION.



UTILITY PIPE MINIMUM SEPARATION REQUIREMENTS

GU007-1B

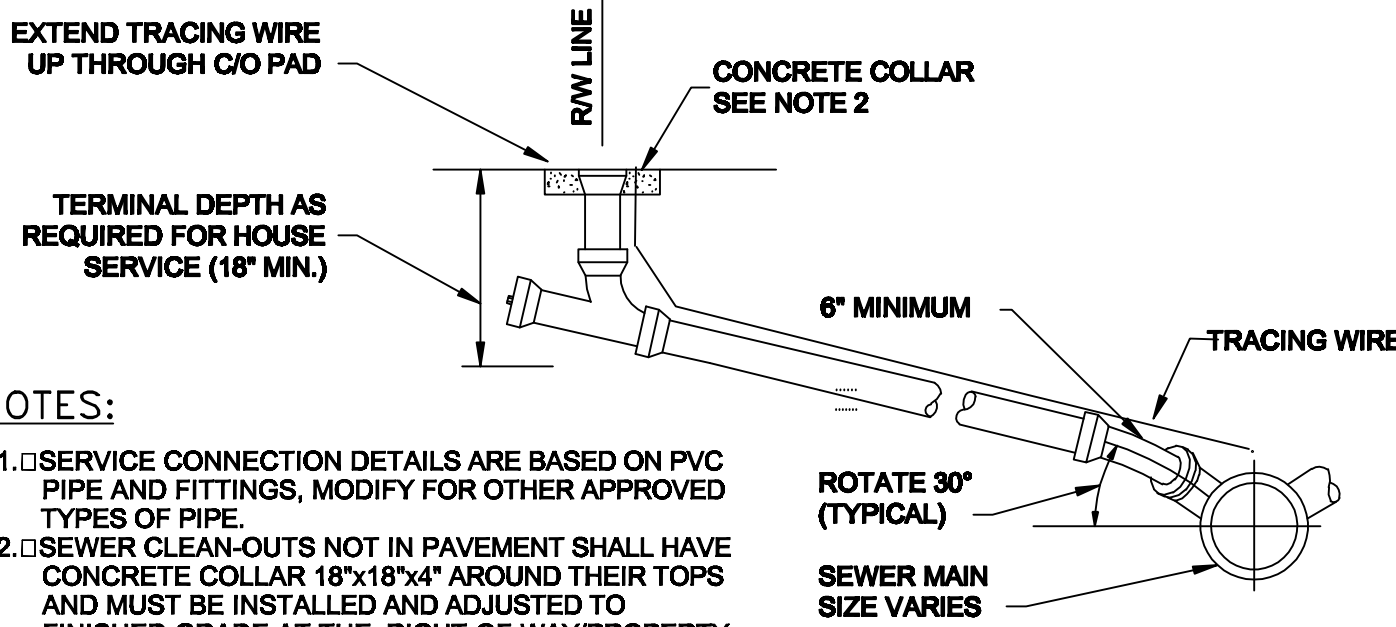
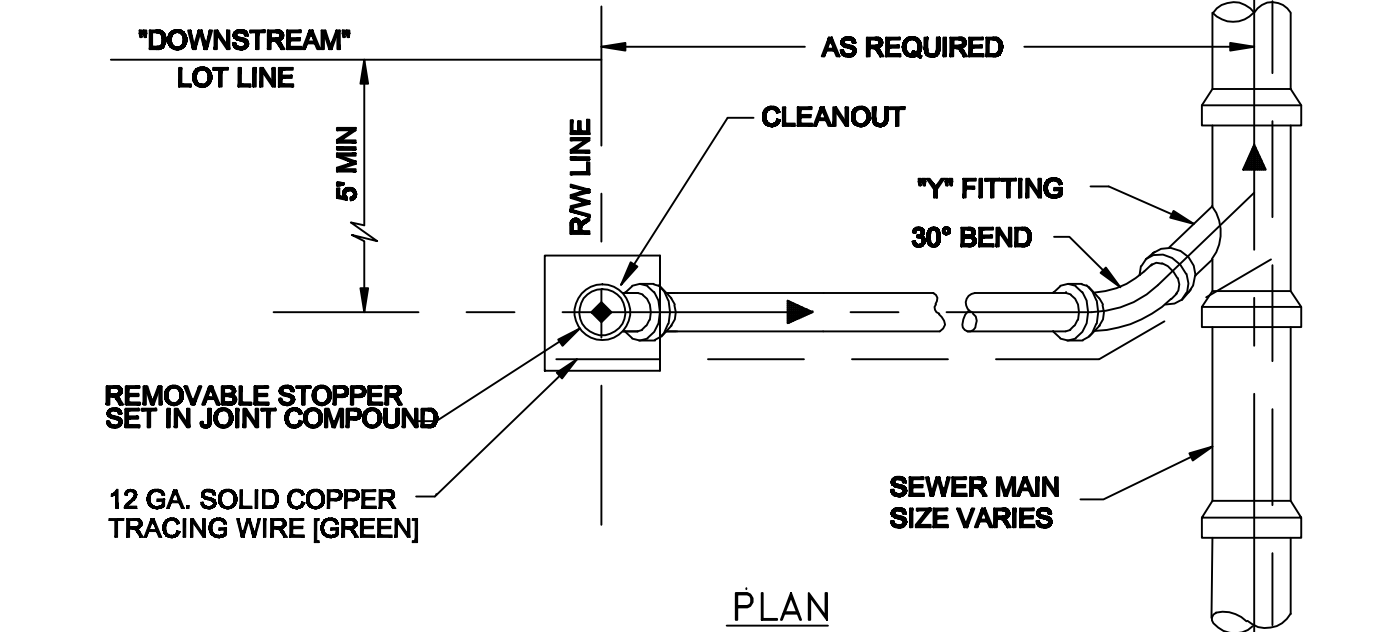
DATE: 25OCT04



TYPICAL SEWER CONNECTION

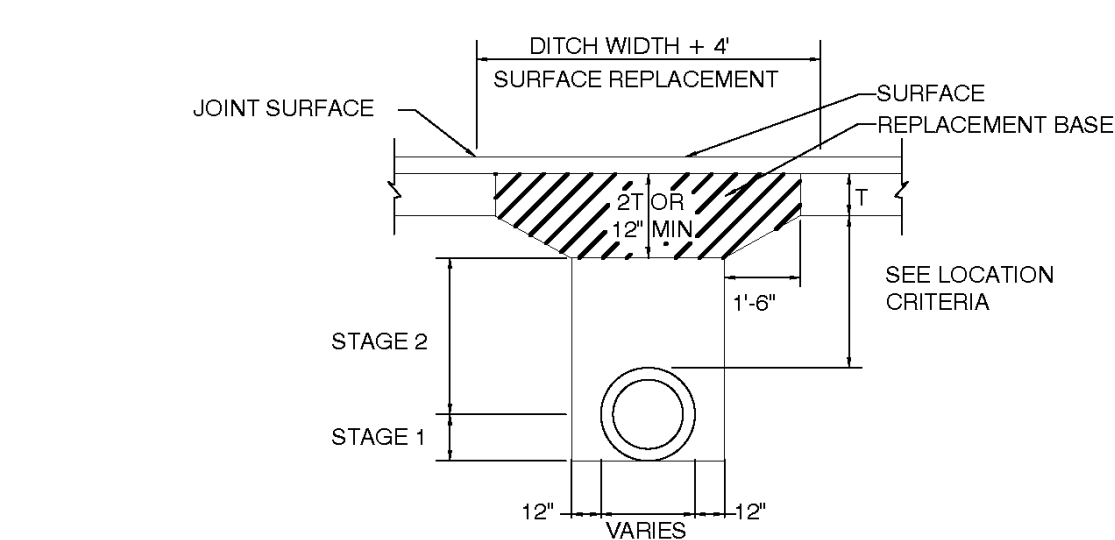
SS002-2

DATE: 15 AUG05

**NOTES:**

1. SERVICE CONNECTION DETAILS ARE BASED ON PVC PIPE AND FITTINGS, MODIFY FOR OTHER APPROVED TYPES OF PIPE.
2. SEWER CLEAN-OUTS NOT IN PAVEMENT SHALL HAVE CONCRETE COLLAR 18"x18"x4" AROUND THEIR TOPS AND MUST BE INSTALLED AND ADJUSTED TO FINISHED GRADE AT THE RIGHT-OF-WAY/PROPERTY LINE.
3. ALL PVC TO CLAY SERVICE CONNECTIONS UNDER LOAD BEARING SURFACES SHALL USE DFW NON-SHEAR FERNOCO TYPE CONNECTORS OR APPROVED EQUAL.
4. 90° FITTINGS ARE PROHIBITED. MINIMUM 6" SPOOL BETWEEN 45° FITTINGS.
5. DOUBLE SERVICE CONNECTIONS ARE PERMITTED, MINIMUM 6" PIPE REQUIRED.

PROFILE



REPLACEMENT OF FLEXIBLE PAVEMENT FOR PERMITTED PAVEMENT CUT

DENSITY PROCEDURES:

THE BACK FILL FOR THE FIRST AND SECOND STAGES SHALL BE PLACED IN 6" LAYERS (COMPACTED THICKNESS) AND SHALL BE COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180. TEST REPORTS SHALL BE FURNISHED TO THE CITY.

STAGE #1

THE PERMITTEE SHALL PROVIDE ADEQUATE COMPACTED FILL BENEATH THE HAUNCHES OF THE PIPE, USING MECHANICAL TAMPS SUITABLE FOR THIS PURPOSE. THIS COMPACTION APPLIES TO THE MATERIAL PLACED BENEATH THE HAUNCHES OF THE PIPE AND ABOVE ANY BEDDING REQUIRED.

STAGE #2

THE PERMITTEE SHALL OBTAIN A WELL-COMPACTED BED AND FILL ALONG THE SIDES OF THE PIPE AND TO A POINT INDICATING THE TOP OF SUB-GRADE MATERIAL.

GENERAL NOTES:

BASE AND BACK FILL MATERIALS SHALL BE EITHER OF THE SAME TYPE AND COMPOSITION AS THE MATERIALS REMOVED, OR OF EQUAL OR GREATER STRUCTURAL ADEQUACY. MATERIALS CONTAMINATED WITH DELETERIOUS SUBSTANCES DURING EXCAVATION SHALL NOT BE USED.

REPLACED BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE, (MINIMUM 12")

BASE MATERIAL SHALL BE PLACED IN TWO OR THREE LAYERS AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO THE SPECIFIED DENSITY.

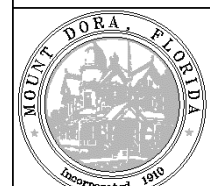
ASPHALT CONCRETE PAYMENT THICKNESS SHALL EQUAL EXISTING THICKNESS BUT NOT LESS THAN TWO (2) INCHES.

SURFACE TREATED PAVEMENT JOINT SHALL BE LAPPED AND FEATHERED AND EXTENDED AT LEAST 2' PAST EACH SURFACE JOINT.

SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE.

LIMESTONE, SAND-CLAY, SHELL, ETC. BASES:
6" LAYERS COMPACTED THICKNESS DENSITY REQUIREMENTS:

98% UNDER ROADWAY
98% OUTSIDE THE TRAVELED ROADWAY, SUCH AS INTERSECTIONS, CROSSOVERS, TURNOUTS, ETC.
95% SHOULDER PAVEMENT
METHOD AASHTO T-180

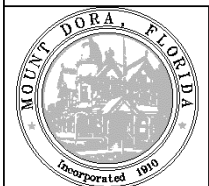


OPEN CUT DETAIL

GU011-1

ISSUED: 2017

REVISED: --

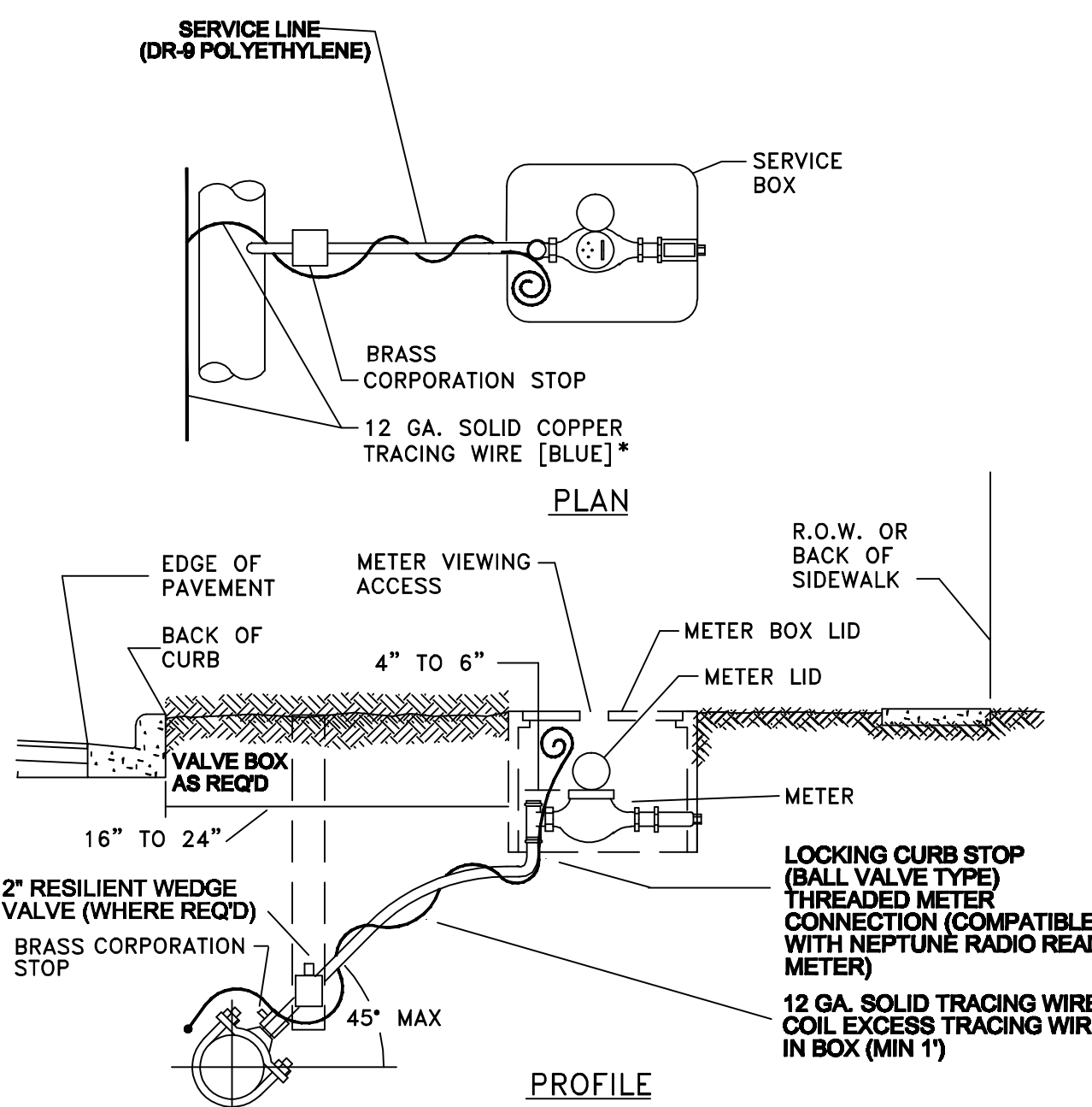
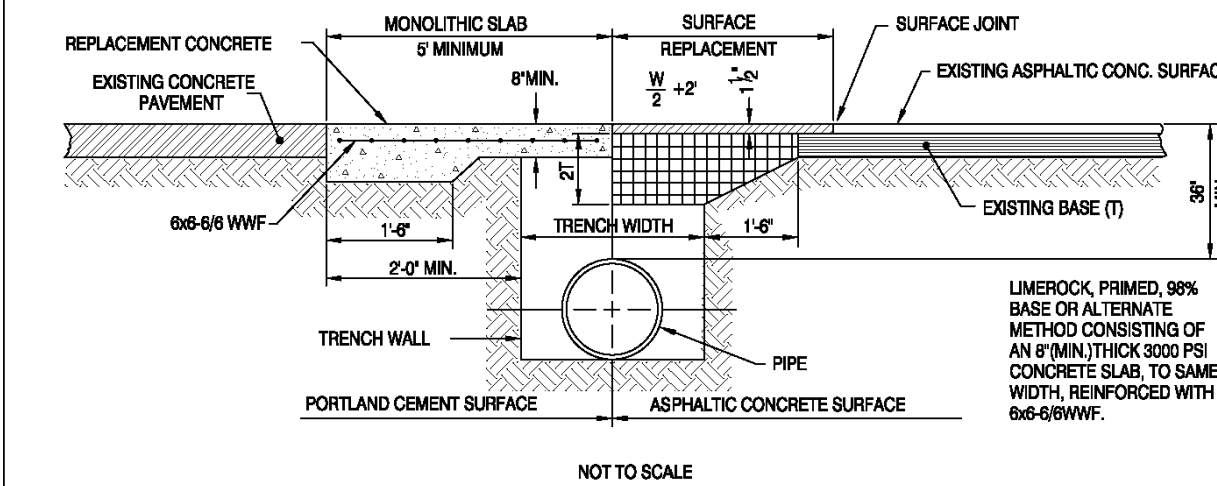


OPEN CUT AND REPAIR DETAIL

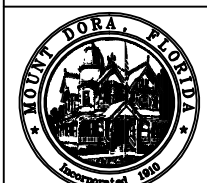
GU0011-2

ISSUED: 2017

REVISED: --

**NOTES:**

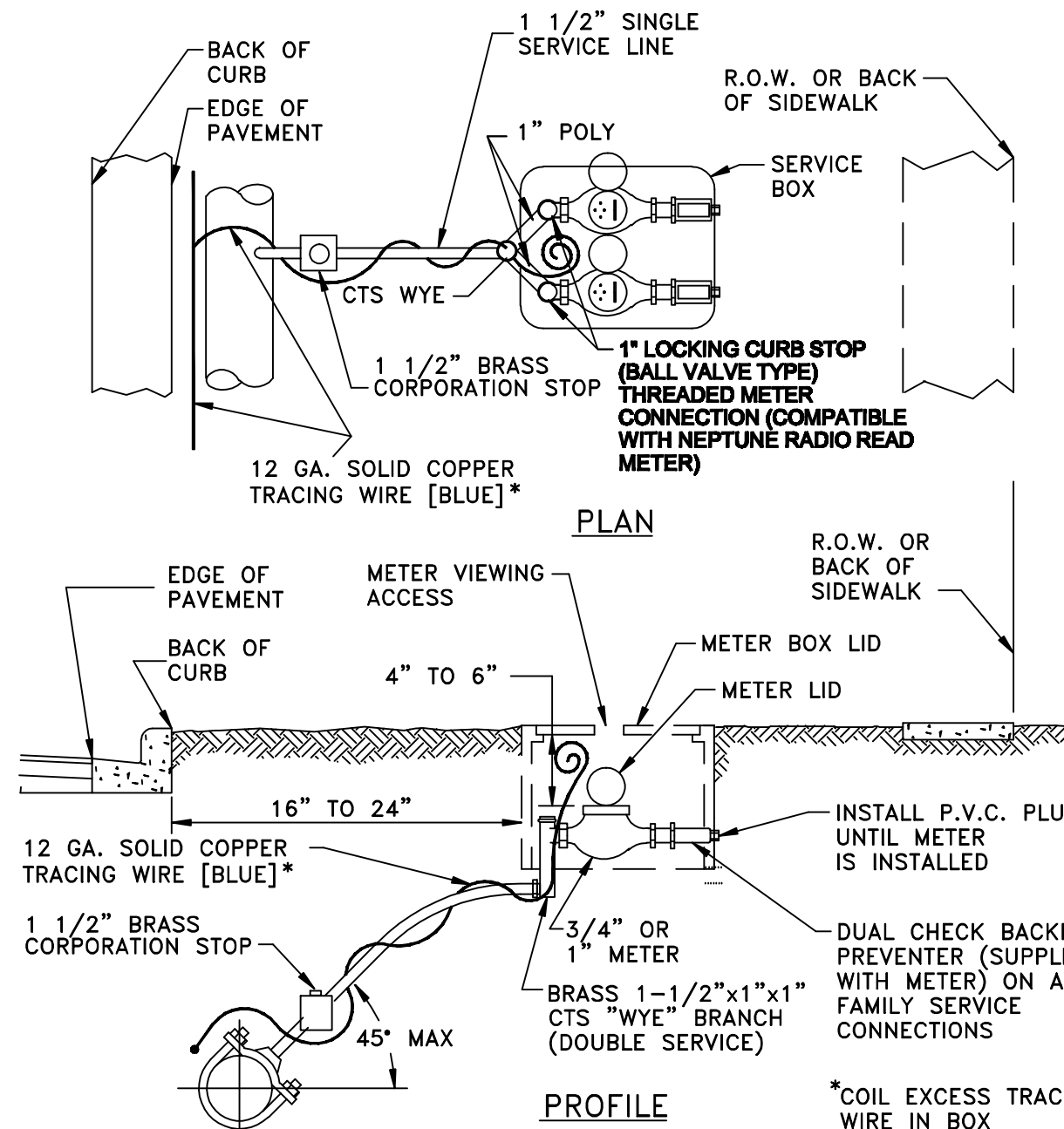
1. SERVICE BOX SHALL BE DFW QUALITY PRODUCTS NDS 1200 *RR.
2. METER SHALL BE INSTALLED BETWEEN SIDEWALK AND CURB AND IN NO CASE SHALL IT BE INSTALLED IN SIDEWALK OR OTHER PAVED AREAS.
3. ALL POTABLE WATER IRRIGATION METERS REQUIRE A CITY APPROVED BACKFLOW PREVENTER.
4. ALL PROPERTIES WITH ALTERNATIVE WATER SYSTEMS (RECLAIMED, WELL, ETC.) REQUIRE CITY APPROVED BACKFLOW PREVENTERS.
5. SERVICE LINE SHALL NOT BE LESS THAN METER SIZE.
6. CASING OF SERVICE LINE IS REQUIRED UNDER PAVEMENT, USE SCH 40 PVC PIPE.



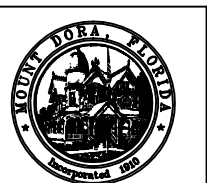
POTABLE WATER-SINGLE SERVICE CONNECTION

PW004-3

DATE: 03AUG05

**NOTES:**

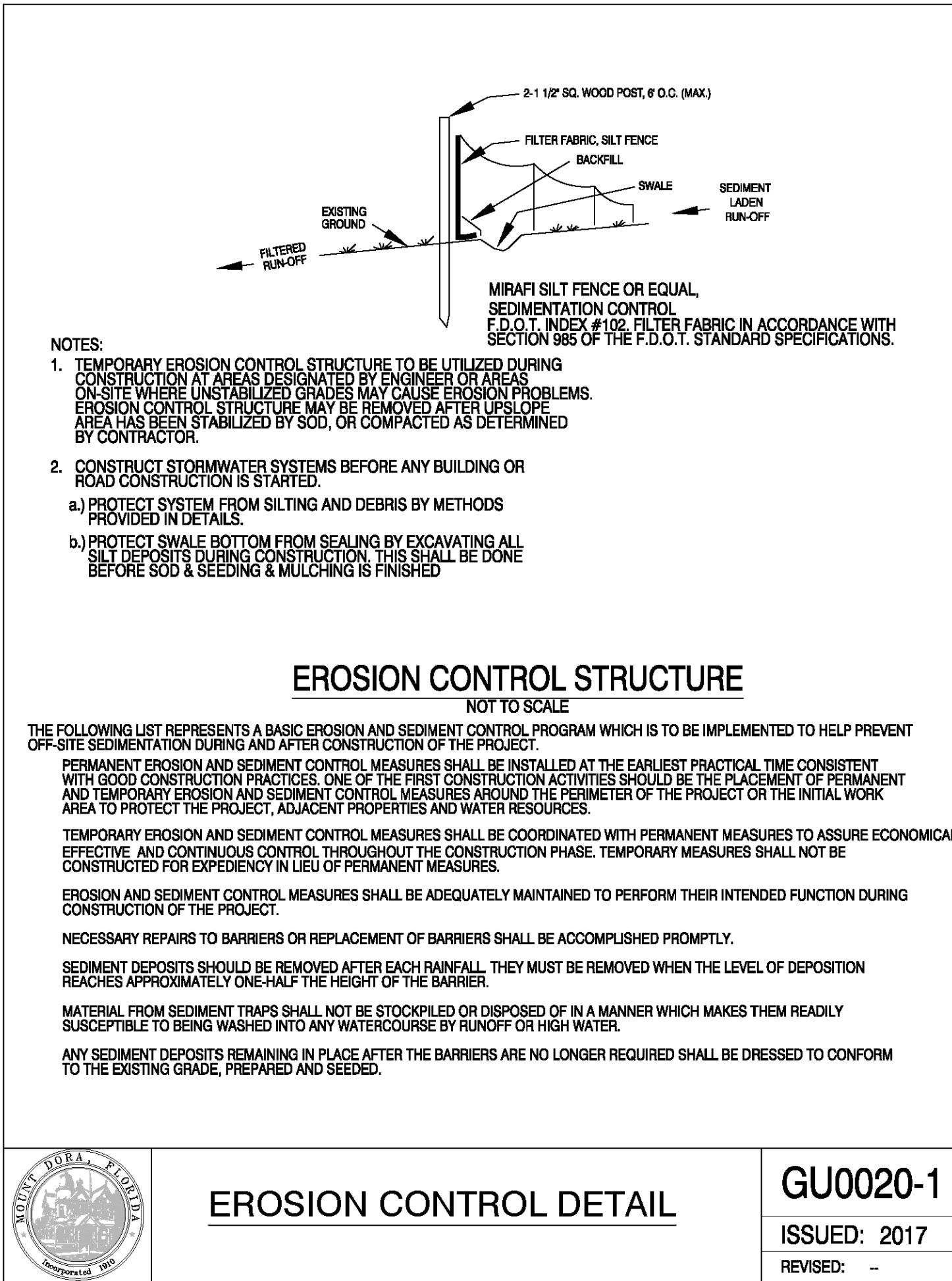
1. SERVICE BOX SHALL BE DFW QUALITY PRODUCTS NDS 1200 *RR.
2. METER SHALL BE INSTALLED BETWEEN SIDEWALK AND CURB AND IN NO CASE SHALL IT BE INSTALLED IN SIDEWALK OR OTHER PAVED AREAS.
3. DUAL CHECK BACKFLOW PREVENTER WILL BE FURNISHED WITH METER BY CITY OF MT. DORA ON ALL SINGLE FAMILY SERVICE CONNECTIONS. BACKFLOW PREVENTERS WILL NOT BE SUPPLIED BY THE CITY OF MT. DORA ON COMMERCIAL SERVICE CONNECTIONS. BACKFLOW PREVENTER REQUIREMENTS WILL VARY FOR COMMERCIAL CONNECTIONS.
4. IRRIGATION METERS REQUIRE AN APPROVED BACKFLOW PREVENTER.
5. CASING OF SERVICE LINE IS REQUIRED UNDER PAVEMENT, USE SCH 40 PVC PIPE.



POTABLE WATER DOUBLE SERVICE CONNECTION FOR 3/4" & 1" METERS

PW005-2

DATE: 03AUG05

**NOTES:**

1. TEMPORARY EROSION CONTROL STRUCTURE TO BE UTILIZED DURING CONSTRUCTION AT AREAS DESIGNATED BY ENGINEER OR AREAS ON-SITE WHERE UNSTABILIZED GRADES MAY CAUSE EROSION PROBLEMS. EROSION CONTROL STRUCTURE MAY BE REMOVED AFTER UPSLOPE AREA HAS BEEN STABILIZED BY SOD, OR COMPACTED AS DETERMINED BY CONTRACTOR.
2. CONSTRUCT STORMWATER SYSTEMS BEFORE ANY BUILDING OR ROAD CONSTRUCTION IS STARTED.
 - a) PROTECT SYSTEM FROM SILTING AND DEBRIS BY METHODS PROVIDED IN DETAILS.
 - b) PROTECT SWALE BOTTOM FROM SEALING BY EXCAVATING ALL SILT DEPOSITS DURING CONSTRUCTION. THIS SHALL BE DONE BEFORE SOD & SEEDING & MULCHING IS FINISHED.

EROSION CONTROL STRUCTURE

NOT TO SCALE

THE FOLLOWING LIST REPRESENTS A BASIC EROSION AND SEDIMENT CONTROL PROGRAM WHICH IS TO BE IMPLEMENTED TO HELP PREVENT OFF-SITE SEDIMENTATION DURING AND AFTER CONSTRUCTION OF THE PROJECT.

PERMANENT EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AT THE EARLIEST PRACTICAL TIME CONSISTENT WITH GOOD CONSTRUCTION PRACTICES. ONE OF THE FIRST CONSTRUCTION ACTIVITIES SHOULD BE THE PLACEMENT OF PERMANENT AND TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES AROUND THE PERIMETER OF THE PROJECT OR THE INITIAL WORK AREA TO PROTECT THE PROJECT, ADJACENT PROPERTIES AND WATER RESOURCES.

TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE COORDINATED WITH PERMANENT MEASURES TO ASSURE ECONOMICAL, EFFECTIVE AND CONTINUOUS CONTROL THROUGHOUT THE CONSTRUCTION PHASE. TEMPORARY MEASURES SHALL NOT BE CONSTRUCTED FOR EXPEDIENCY IN LIEU OF PERMANENT MEASURES.

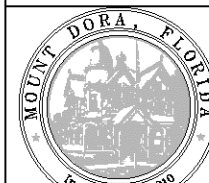
EROSION AND SEDIMENT CONTROL MEASURES SHALL BE ADEQUATELY MAINTAINED TO PERFORM THEIR INTENDED FUNCTION DURING CONSTRUCTION OF THE PROJECT.

NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BARRIERS SHALL BE ACCOMPLISHED PROMPTLY.

SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.

MATERIAL FROM SEDIMENT TRAPS SHALL NOT BE STOCKPILED OR DISPOSED OF IN A MANNER WHICH MAKES THEM READILY SUSCEPTIBLE TO BEING WASHED INTO ANY WATERCOURSE BY RUNOFF OR HIGH WATER.

ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE BARRIERS ARE NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDING.



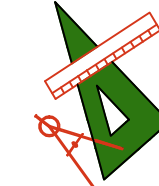
EROSION CONTROL DETAIL

GU0020-1

ISSUED: 2017

REVISED: --

Wicks Engineering Services, Inc.
225 West Main Street, Tavares, Florida 32778
www.wicksengineering.com (352) 343-6667
C.A. #30062



DALE & LISA WEST
20255 BILL COLLINS ROAD
EUSTIS, FLORIDA 32736

WEST SUBDIVISION
512 LIMIT AVENUE
CITY UTILITY DETAILS
MT. DORA, FLORIDA 32757

MICHAEL Z. BROOKS, P.E. FL. REG. NO. 30814
DATE:

Drawn: WSR
Checked: MZB
Date: 02-25-21
Scale: AS SHOWN
File No.: 20147
DATE:
REVISION:
Sheet: 8 of 8



CITY OF
MOUNT
DORA

ATTACHMENT #1

RECEIVED

By RagusaE at 12:51 pm, Apr 01, 2021

PR21-04MINOR

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
Fax: 352-735-7191

E-mail: plandev@cityofmounddora.com

MINOR SUBDIVISION APPLICATION

Date: March 3, 2021 Project Name: West Subdivision

1. Applicant's Name: Dale and Lisa West

Company's Name: _____

Address: 20255 Bill Collins Rd

City, State & Zip: Eustis, FL 32736

Phone: 352-267-9912 E-mail: lisawest@watsonrealtycorp.com

2. Property Owner's Name(s): Dale and Lisa West

Company's Name: _____

Address: 20255 Bill Collins Rd

City, State & Zip: Eustis, FL 32736

Phone: 352-267-9912 E-mail: lisawest@watsonrealtycorp.com

3. Engineer's Name: Michael Z Brooks

Company's Name: Wicks Engineering Services, Inc.

Address: 225 West Main Street

City, State & Zip: Tavares, FL 32778

Phone: 352-343-8667 E-mail: Michaelhb49@yahoo.com ;
tedwicks@wicksengineering.com

4. Surveyor's Name: Patrick Ireland

Company's Name: Ireland Surveying

Address: 800 Currency Circle Suite 1020

City, State & Zip: Lake Mary, FL 32746

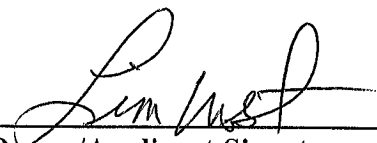
Phone: 407-678-3366 E-mail: irelandsurveying.com

ATTACHMENT #1

5. Size of Property (Acres): .57 Acres +/-
6. Total Units/Lots: 3
7. Zoning District: R-2
8. Future Land Use: Medium Density Residential
9. List Existing Structures: N/A (Existing structure to be razed)
10. Provide Explanation/Reason: Cost of renovation of existing structure is prohibitive. ____
Structure to be demolished and new structure placed on each 3 Lots.

CERTIFICATION AND SIGNATURE

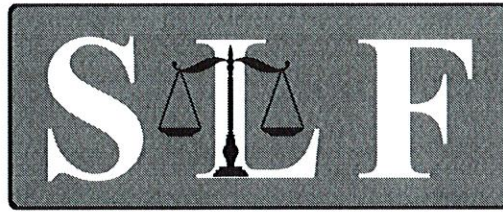
I CERTIFY THAT, to the best of my knowledge and belief, all information supplied with this application is accurate and I have examined and am familiar with the Land Development Code of the City of Mount Dora, Florida and Chapter 177 of the Florida Statutes and have complied with the requirements of said regulations and statute. I further understand that an incomplete application submittal may cause my application to be defetTed to the next posted deadline date.



Owner/Applicant Signature

4/1/2021

Date

RECEIVED*By RagusaE at 12:54 pm, Apr 15, 2021***SHIPLEY LAW FIRM**

20110 U.S. HIGHWAY 441, SUITE A
MOUNT DORA, FLORIDA 32757-6901

SHIPLEYLAWFIRM.COM

CHRISTOPHER J. SHIPLEY, ESQ., MBA, CPA

TELEPHONE: (352) 383-3397

FACSIMILE: (352) 383-1364

April 14, 2021

Vince Sandersfeld, Planning Director
City of Mount Dora
Planning and Development Department
510 North Baker Street
Mount Dora, Florida 32757-5521

Re: Opinion of Title
Project Name: West Subdivision
512 Limit Avenue, Mount Dora, Florida 32757-2923
Tax parcel identification number: 29-19-27-0002-000-10100

Dear Mr. Sandersfeld:

I have examined the Public Records of Lake County, Florida, through April 6, 2021, at 11:00 p.m., for records affecting title to the certain real property known as 512 Limit Avenue, Mount Dora, Florida 32757-2923, which real property is more particularly described as follows:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 29, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; RUN THENCE SOUTH 232 FEET; THENCE EAST 146.06 FEET; THENCE NORTH 232 FEET; THENCE WEST 146.06 FEET TO THE POINT OF BEGINNING, LESS ROAD RIGHT-OF-WAY.

Record title to the property is vested in Dale Lloyd West and Lisa West, as co-trustees of the West Family Revocable Living Trust under agreement dated April 4, 2017, by virtue of the Warranty Deed to Trust from Arthuree Connelly Pompey, the unmarried widow of Leonard Colbert, Sr., also known as Leonard Colbert, deceased; William James Pompey II, also known as

ATTACHMENT #1

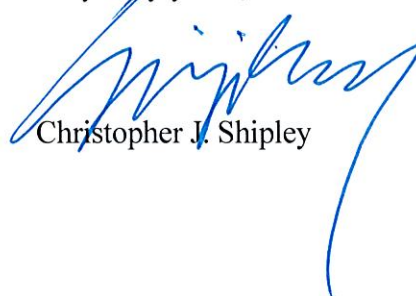
City of Mount Dora
April 14, 2021
Page 2 of 2

William Pompey, Jr., an unmarried man; and Roderick Sterling Pompey, a married man, which Warranty Deed to Trust is dated October 26, 2020 and was recorded November 2, 2020 in Official Records Book 5575, page 112, *et seq.*, Public Records of Lake County, Florida. My examination of the title to the property revealed the said title is subject to the following matters:

1. General or special taxes and assessments required to be paid in the year 2021 and subsequent years. The ad valorem property taxes and non-ad valorem assessments for 2020 and all previous years are paid. The gross amount of said 2020 taxes and assessments are \$639.86 and \$219.00, respectively, assessed under tax parcel identification number 29-19-27-0002-000-10100.
2. Notice of Commencement dated February 2, 2021 and recorded February 2, 2021 in Official Records Book 5633, page 2493, Public Records of Lake County, Florida.
3. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to April 6, 2021, at 11:00 p.m.
4. Rights of unknown parties in possession of the property, if any, other than the record owners.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the property.
6. Any lien or right to a lien for services, labor, or materials heretofore or hereafter furnished, imposed by law, and not shown by the Public Records.
7. Rights of the lessees, if any, under unrecorded leases.

Copies of all referenced documents recorded are enclosed for your review convenience. Please contact me should you have any questions or require additional information.

Very truly yours,



Christopher J. Shipley

CJS/mjs

Enclosures

This instrument prepared by/return to:
Christopher J. Shipley, Esq., MBA, CPA
SHIPLEY LAW FIRM
20110 U.S. Highway 441, Suite A
Mount Dora, Florida 32757-6901
Telephone: (352) 383-3397
Facsimile: (352) 383-1364
shipleylawfirm.com



Our file number: 20-9524

Tax parcel identification number: 29-19-27-0002-000-10100

Consideration paid: \$130,000.00

Space above reserved for recording data.

Warranty Deed to Trust

This Warranty Deed to Trust is given this 26th day of October 2020 from Arthuree Connelly Pompey, the remarried widow of Leonard Colbert, Sr., deceased; William James Pompey II, also known as William Pompey, Jr., an unmarried man; and Roderick Sterling Pompey, a married man (hereinafter called "Grantors"), to Dale Lloyd West and Lisa West, as co-trustees of the West Family Revocable Living Trust under agreement dated April 4, 2017 (hereinafter called "Grantees"), whose mailing address is 20255 Bill Collins Road, Eustis, Florida 32736-8721:

(Wherever used herein the terms "Grantors" and "Grantees" includes 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 Grantors, for and in consideration of the sum of Ten Dollars and Zero Cents (\$10.00), and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantees, all that certain land situate in Lake County, Florida, which land is more particularly described as follows:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 29, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; RUN THENCE SOUTH 232 FEET; THENCE EAST 146.06 FEET; THENCE NORTH 232 FEET; THENCE WEST 146.06 FEET TO THE POINT OF BEGINNING, LESS ROAD RIGHT-OF-WAY.

None of the Grantors nor anyone dependent upon any of them reside on the above-described property and Grantors hereby covenant and warrant that the above-described real property does not constitute the homestead of any of the Grantors as defined by the laws and the Constitution of the State of Florida.

Full power is conferred upon the above-named Grantees/Trustees and their successor trustee(s) to protect, conserve, lease, encumber, sell, lease, encumber, convey, or otherwise manage

Warranty Deed**Arthuree Connelly Pompey, William James Pompey II, and Roderick Sterling Pompey to West Family Revocable Living Trust****Page 2 of 5**

and dispose of the above-described real property, or any part of it, including all powers and authority set forth in Section 689.071 and 689.073, Florida Statutes, as amended.

In no case shall any party dealing with the Grantees/Trustees in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased, or mortgaged by Grantees/Trustees, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the premises, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Grantees/Trustees, or be obliged or privileged to inquire into any of the terms of the Trust Agreement; and every deed, trust deed, mortgage, lease, or other instrument executed by Grantees/Trustees in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease, or other instrument: (a) that at the time of its delivery, the trust created by this indenture and by the Trust Agreement was in full force and effect; (b) that the conveyance or other instrument was executed in accordance with the conditions and limitations contained in this indenture and in the Trust Agreement and is binding upon all beneficiaries under those instruments; (c) that Grantees/Trustees were duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage, or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully and with all the title, estate, rights, powers, duties, and obligations of the predecessor in trust.

Any contract, obligation, or indebtedness incurred or entered into by the Grantees/Trustees in connection with the real estate may be entered into by them in the name of the then beneficiaries under the Trust Agreement, as their attorneys-in-fact, by this Warranty Deed to Trust irrevocably appointed for that purpose or, at the election of the Grantees/Trustees, in their own name as trustees of an express trust and not individually and the Grantees/Trustees shall have no obligation whatsoever with respect to any such contract, obligation, or indebtedness except only as far as the trust property and funds in the actual possession of the Grantees/Trustees shall be applicable for their payment and discharge, and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Warranty Deed to Trust.

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 said Grantors hereby covenant with said Grantees that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful

Warranty Deed

Arthuree Connelly Pompey, William James Pompey II, and Roderick Sterling Pompey to West Family Revocable Living Trust

Page 3 of 5

said land, and hereby warrant 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, 2020.

In witness whereof, the said Grantors have signed and sealed these presents on the day and year first above written.

Signed, sealed, and delivered
in the presence of:

Grantors:

Christopher J. Shipley
1st Witness: Christopher J. Shipley

Mary Stone
2nd Witness: Mary Stone

Arthuree Connelly Pompey
Arthuree Connelly Pompey, by Ethel Morrell
Badger, her attorney-in-fact
106 North Simpson Street
Mount Dora, Florida 32757-5748

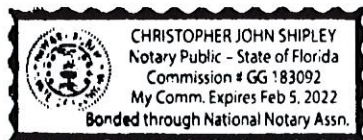
State of Florida
County of Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, on this 26th day of October 2020 by Ethel Morrell Badger, who:

☐ Is personally known to me; or

☒ Produced FLORIDA DRIVER LICENSE

as identification and who ☐ did or ☒ did not take an oath.



Christopher J. Shipley
Notary Public—State of Florida
Christopher J. Shipley

Remainder of page left intentionally blank.
Additional Grantors' signatures and notary acknowledgements follow.

Warranty Deed

Arthuree Connelly Pompey, William James Pompey II, and Roderick Sterling Pompey to West Family Revocable Living Trust

Page 4 of 5

Signed, sealed, and delivered
in the presence of:

Grantor:

CHRISTOPHER RICHBURG
1st Witness: Christopher RichburgWilliam James Pompey II
William James Pompey II
3120 Saint Paul Street, Apartment F412
Baltimore, Maryland 21218-38712nd Witness: Andrea Allen
ANDREA ALLENState of Maryland
County of Baltimore CityThe foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, on this 26 day of October 2020 by William James Pompey II,
who:☐ Is personally known to me; or
☒ Produced MARYLAND ID
as identification and who ☐ did or ☒ did not take an oath.Christopher Richburg
Notary Public—State of MarylandCHRISTOPHER RICHBURG
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires May 25, 2024Remainder of page left intentionally blank.
Additional Grantor's signature and notary acknowledgement follow.

Warranty Deed

Arthuree Connelly Pompey, William James Pompey II, and Roderick Sterling Pompey to West Family Revocable
Living Trust

Page 5 of 5

Signed, sealed, and delivered
in the presence of:

Grantor:

[Signature]
1st Witness: Sean T. Baccher
[Signature]
2nd Witness: Andy

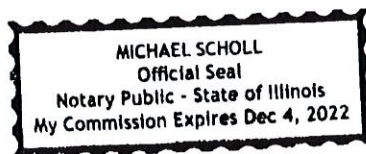
[Signature]
Roderick Sterling Pompey
7470 Clem Drive
Gurnee, Illinois 60031-5606

State of Illinois
County of Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, on this 26 day of October 2020 by Roderick Sterling Pompey,
who:

☒ Is personally known to me; or
☐ Produced

as identification and who ☐ did or ☒ did not take an oath.



[Signature]
Notary Public—State of Illinois

Remainder of page left intentionally blank.
Nothing follows.

ATTACHMENT #1

DAVID W. JORDAN
LAKE COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
2020 Paid Real Estate

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2919270002-000-10100		3329759	OMD2

WEST FAMILY REVOCABLE LIVING
TRUST
20255 BILL COLLINS RD
EUSTIS, FL
32736 8721

512 LIMIT AVE

BEG AT NW COR OF NE 1/4 OF NW 1/4 OF
NW 1/4, RUN E 146.06FT, S 232 FT, W
146.06 FT, N 232 FT TO POB--LESS RD
RIGHTSOFF WAY--ORB 4236 PG 1462



PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR • PO BOX 327 • TAVARES, FL 32778-0327 • 352-343-9602

AD VALOREM TAXES						
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION AMT	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED .	
LAKE COUNTY GENERAL	71,902	46,902	25,000	5.0327	125.82	
AMBULANCE MSTU	71,902	46,902	25,000	0.4629	11.57	
ENVIRON LAND PURCHASE	71,902	46,902	25,000	0.1100	2.75	
PUBLIC SCHOOLS						
BY STATE LAW	71,902	25,000	46,902	3.7010	173.58	
BY LOCAL BOARD	71,902	25,000	46,902	2.9980	140.61	
CITY OF MOUNT DORA	71,902	46,902	25,000	5.9603	149.01	
ST JOHNS WATER MGMT	71,902	46,902	25,000	0.2287	5.72	
LAKE CO WATER AUTH	71,902	46,902	25,000	0.3368	8.42	
N LAKE CNTY HOSP	71,902	46,902	25,000	0.8950	22.38	
TOTAL:				19.7254	\$639.86	

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
F097 MOUNT DORA FIRE, RES		219.00
NON-AD VALOREM ASSESSMENTS:		\$219.00

COMBINED TAXES AND ASSESSMENTS: \$858.86

2020 Gross	Gross	Discount	If Paid By	Dec 31, 2020	
\$858.86	\$213.04	\$6.39	Please Pay	\$0.00	

Paid 11/19/2020 Receipt # 2020-00181026 \$206.65

DAVID W. JORDAN
LAKE COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
2020 Paid Real Estate

PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR • PO BOX 327 • TAVARES, FL 32778-0327 • 352-343-9602

2020 Gross	Gross	Discount	If Paid By	Dec 31, 2020	
\$858.86	\$213.04	\$6.39	Please Pay	\$0.00	

512 LIMIT AVE

WEST FAMILY REVOCABLE LIVING
TRUST
20255 BILL COLLINS RD
EUSTIS, FL
32736 8721

BEG AT NW COR OF NE 1/4 OF NW 1/4 OF NW
1/4, RUN E 146.06FT, S 232 FT, W 146.06 FT,
N 232 FT TO POB--LESS RD RIGHTSOFF
WAY--ORB 4236 PG 1462

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2919270002-000-10100		3329759	OMD2

Paid 11/19/2020 Receipt # 2020-00181026 \$206.65



ATTACHMENT #1

INSTRUMENT#: 2021014658 OR BK 5633 PG 2493 PAGES: 1 2/2/2021 12:12:31 PM
 GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
 REC FEES: \$10.00

After recording return to _____

NOTICE OF COMMENCEMENT

Astatula, Clermont, Eustis, Fruitland Park, Howey in the Hills,
 Groveland, Lady Lake, Lake County, Leesburg, Mascotte,
 Minneola, Montverde, Mount Dora, Tavares, Umatilla

Permit No: _____

Tax Folio or Alternate Key #: 3329759

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement

- Description of property: (legal description of the property, and street address if available)
Beg at the NW corner of the NE 1/4 of 42 N/W 1/4
Dade County Sec. 29 Township 19S Range 27 East
Lake County FL
 Street Address: 512 Lunit Ave Mount Dora, FL 32757
- General description of improvement: Demo/ition
- Owner's Information: (or Lessee information if the Lessee contracted for the improvement)
 Name: Dale & Lisa West
 Address: 20255 Bill Collins Rd. Eustis, FL 32736
 Interest in Property: owner
 Name and Address of fee simple titleholder (if different from Owner listed above): _____
- Contractor Information:
 Name: West Construction Services Inc.
 Address: 1004 W. Donnelly Street Mount Dora, FL 32757
 Telephone No. 352-483-4378 Fax No. (Opt.) _____
- Surety Information: (if applicable a copy of the payment bond is attached)
 Name: _____
 Address: _____
 Telephone No. _____ Fax No. (Opt.) _____
 Amount of Bond: _____
- Lender Information:
 Name: N/A
 Address: _____
 Telephone No. _____ Fax No. (Opt.) _____
- Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1) (a)7, Florida Statutes:
 Name: _____
 Address: _____
 Telephone No. _____ Fax No. (Opt.) _____
- In addition to himself or herself, Owner designates _____ of _____
 to receive a copy of the Lienor's Notice as Provided in Section 713.13(1)(b), Florida Statutes:
 Name: _____
 Address: _____
 Telephone No. _____ Fax No. (Opt.) _____
- Expiration date of notice of commencement (the expiration date will be 1 year from the date of recording unless a different date is specified): _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Lisa West
 Signature of Owner or Lessee, or Owner's or Lessee's Authorized Officer, Director/Partner/Manager)

LISA WEST
 Signatory's Title/Office

The foregoing instrument was acknowledged before me this 2nd day of FEBRUARY, 2021, by LISA WEST

who is ☐ personally known to me or ☒ has produced FL DL as identification and ☐ who did or ☐ did not take an oath

SIGNED IN MY PRESENCE

Jeanette Jackson
 Signature of Notary Public - State of Florida

Print, type or Stamp Commissioned Name of Notary Public



10/1/2012

ATTACHMENT #2

[illegible]



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 5, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

Charles F. Revell

SUBJECT: Request approval of Amendment 3 to the Lease Agreement between Nickmax Properties, LLC, and the City of Mount Dora for the Robie Street Property

Introduction:

This is a request for City Council to approve Amendment #3 to the existing Robie Street Property Lease Agreement while the new Public Works Facility is being constructed.

Discussion:

The City Council authorized staff to enter into a lease agreement on September 13, 2018 for the property at 1501 Robie Ave while the new Public Works Facility is being constructed. This property is an excellent temporary location for the city's operations. This amendment extends the property lease for an additional twelve months.

Budget Impact:

The negotiated payment increase is three percent as listed in the Robie Lease will apply as part of this amendment. The increased cost is shown below:

This lease is part of the 2021/2022 budget which is divided between the following funds:

Electric	35%
Water/Wastewater	35%
General Fund	30%

Strategic Impact:

Infrastructure improvement

Recommendation City Council to approve amendment #3 with Nickmax.

Attachment(s):

1. Robie Lease Amendment 3.SGS

Prepared by: John McKinney, Finance Director

Reviewed by: Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Charles Revell, Interim City Manager

Approved - 9/30/2021

Approved - 9/30/2021

Approved - 10/1/2021

Final Approval - 10/1/2021

**AMENDMENT 3 TO LEASE BETWEEN
NICKMAX PROPERTIES, LLC
AND THE CITY OF MOUNT DORA**

THIS AMENDMENT 3 is made by and between NICKMAX PROPERTIES, LLC, a Florida Limited Liability Company (Landlord) and the CITY OF MOUNT DORA, a Municipal Corporation of the State of Florida (City).

WHEREAS, the parties entered into a Lease Agreement (Lease) on October 1, 2018; and

WHEREAS, the Lease was amended on July 2, 2019, through approval of Resolution No. 2019-73, and amended again on July 7, 2020, through Resolution 2020-77; and

WHEREAS, the Lease allows for extensions to the term of the Lease; and

WHEREAS, the parties have determined that it is in their mutual best interest to amend the Lease once again to extend the term.

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

1. **Section 1, Basic Lease Provisions**, is hereby amended to include the following:

1.4 Term:

The Term of the Lease is hereby extended through September 30, 2022.

2. All of the terms and conditions of the Lease shall remain in full force and effect, and to the extent of any conflict between this Amendment and any previous agreements between the parties, this Amendment shall prevail.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ____ day
of October, 2021.

CITY OF MOUNT DORA

CATHERINE T. HOECHST, MAYOR

ATTEST:

Jessica Burnham
City Clerk

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

Sherry G. Sutphen
City Attorney

**NICKMAX PROPERTIES, LLC
(LANDLORD)**

By: Cassandra Villamil
Cassandra Villamil, President 9.30.2021

Witness:

By: Alfredo Villamil

Name: A. Villamil

Witness:

By: Cheryl Rueding

Name: Cheryl Rueding



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 5, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

SUBJECT: Request approval of Amendment 1 to the Agreement between City of Mount Dora and Peebles, Smith & Matthews, Inc. for Lobbying Services

Introduction:

This is a request for City Council to approve Amendment 1 to Agreement for Lobbying Services between the City of Mount Dora and Peebles, Smith & Matthews, Inc.

Discussion:

On July 21, 2018, City Council adopted Resolution No. 2018-92, approving a contract with Peebles, Smith & Matthews, Inc. to provide State of Florida lobbying services (See Attachment A). Although the Agreement set forth that the Term shall be for a period of up to five (5) years from the date of award, the accompanying Resolution No. 2018-92, included a finding that City was desirous of contracting with Peebles, Smith & Matthews, Inc. for the needed lobbying services for a period of three (3) years with two additional one-year options to renew. The parties have determined that it is in their best interest to amend the Agreement to clarify the Term. Amendment 1 to the Agreement for Lobbying Services clarifies the term of agreement to extend for a period of five (5) years from October 1, 2018.

Budget Impact:

Annual Lobbying Services in the amount of \$42,000 is funded in GL# 421-5360-531.00-00.

Strategic Impact:

Lobbying services helps the City to meet its strategic goals of economic development, infrastructure/public safety and fiscal resources/human resources.

Recommendation City Council approve Amendment 1 to Agreement for Lobbying Services between the City of Mount Dora and Peebles, Smith & Matthews, Inc.

Attachment(s):

1. Amendment 1.Peebles Smith and Matthews.Lobbying Services.SGS_signed(ADA)

Prepared by: Merry Lovern , Executive Assistant

Reviewed by: Josef Grusauskas, Utilities & Plant Operations Director

John McKinney, Finance Director

Sherry Sutphen , City Attorney

Jessica Burnham, City Clerk

Nicole Wisniewski, Deputy City Clerk

Charles Revell, Interim City Manager

Approved - 9/29/2021

Approved - 9/30/2021

Approved - 9/30/2021

Approved - 9/30/2021

Approved - 9/30/2021

Final Approval - 10/1/2021

**AMENDMENT 1 TO THE AGREEMENT BETWEEN
THE CITY OF MOUNT DORA AND PEBBLES, SMITH & MATTHEWS, INC.**

THIS AMENDMENT made by and between the and the City of Mount Dora Florida, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as CITY and Peebles, Smith & Matthews, Inc., P.O. Box 10930, Tallahassee, Florida 32302, hereinafter referred to as CONSULTANT, as evidenced by the signatures affixed below.

WITNESSETH:

WHEREAS, on July 31, 2018, the CITY executed an Agreement with CONSULTANT for State of Florida lobbying services, hereinafter referred to as Agreement; and

WHEREAS, although the Agreement set forth that the Term shall be for a period of up to five (5) years from the date of award, the accompanying Resolution No. 2018-92, included a finding that City was desirous of contracting with CONSULTANT for the needed lobbying services for a period of three (3) years with two additional one year options to renew; and

WHEREAS, due to this inconsistency, the parties have determined that it is in their best interest to amend the Agreement to clarify the Term.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement between the CITY and CONSULTANT is amended as follows:

1. Section 2, TERM OF AGREEMENT, is hereby deleted in its entirety and replaced with the following:

The Term of the Agreement shall extend for a period of five (5) years from October 1, 2018. To the extent of any conflict between this provision and the findings set forth in City of Mount Dora Resolution No. 2018-92, this provision shall prevail.

2. All of the terms and conditions of the original Agreement, or any modification thereof, shall remain in full force and effect, and to the extent of any conflict between this Amendment and the original Agreement, or any modification thereof, this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the ____ day of _____, 2021.

CITY OF MOUNT DORA

CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:

JESSICA BURNHAM
CITY CLERK

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

Sherry G. Sutphen
City Attorney

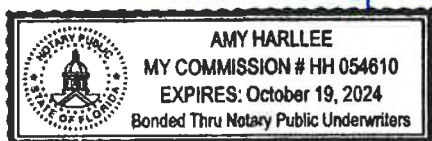
CONSULTANT

By: _____
Print: Ryan Matthews
Title: Principal

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Ryan E. Matthews, as Principal Owner, of Peebles, Smith & Matthews, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 20th day of September, 2021.

(stamp)



Amy Harlee
NOTARY PUBLIC, State of Florida



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 5, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

SUBJECT: Request approval of Task Authorization with RCM Utilities, LLC, for the installation of an automatic valve

Introduction:

This is a request for approval of a Task Authorization for Installation of an Automatic Valve.

Discussion:

As the City continues to experience growth in both residential and commercial developments, the City will continuously need to plan and implement utility projects focusing on expansion and providing sustainable service to customers. This project will enhance the reclaimed water system by making it more resilient.

The reclaimed water systems of Wastewater Treatment Plant No. 1 and Wastewater Treatment Plant No. 2 are interconnected through a 16" pressure control valve located on Limit Avenue on the WWTP No. 1 site. The existing valve does not effectively allow for flow in both directions, and the existing vault that it is installed in is undersized. Replacement of the interconnect valve in a new vault is recommended to allow for the two reclaimed water zones to support each other and share available reclaimed resources. The total cost for the project is \$112,545.00.

Budget Impact:

The project will cost \$112,545.00. The funds are available in 425-5555-563-0000.

Strategic Impact:

Maintain a high quality and sustainable utility service our customers.

Recommendation City Council approve the Task Authorization with RCM.

Attachment(s):

1. Signed - Task Authorization.RCM Utilities.Valve.SGS 09-28-21

Prepared by: Ethan Hand

Reviewed by: Josef Grusauskas, Utilities & Plant Operations Director
John McKinney, Finance Director
Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Charles Revell, Interim City Manager

Approved - 9/29/2021

Approved - 9/30/2021

Approved - 9/30/2021

Approved - 9/30/2021

Approved - 10/1/2021

Final Approval - 10/1/2021

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between RCM Utilities, LLC, (Contractor) and the City of Mount Dora, approved under Resolution 2019-184, dated December 17, 2019, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Amount: 112,545.00
Budget Account Number: 425-5555-563.0000
City Project Manager: Ethan Hand
Contractor: RCM Utilities
Contractor Project Manager: Chris Creech

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

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package shall include:

Exhibit A – Scope of Work
Exhibit B – Sub-Contractors
Exhibit C – Schedule
Exhibit D - Compensation

Recommended By:

Print: Josef Grusauskas, Utilities and Plant
Operations Director

Date: _____

Signature: _____

Reviewed By:

Print: John McKinney, Finance Director

Date: _____

Signature: _____

CONTRACTOR ACCEPTANCE

CITY APPROVAL

Print Name:

Christopher R. Creech RCM Utilities, LLC

Print Name:

Signature:

Christopher R. Creech

Signature:

Date: 09/28/2021

Date:

Exhibit A

Scope of Work

To install a new automatic valve on the reclaimed line at water plant #1 on Limit Ave.

Exhibit B

Sub-Contractors

1. None

Exhibit C Schedule

Upon issued Notice to proceed, the contractor will complete the scope of work within thirty (30) days.

Exhibit D Compensation

RCM UTILITIES, LLC
100 W. MILLS AVE
EUSTIS, FL 32726
352-561-2990
billing@rcmutilities.com
www.rcmutilities.com



Estimate

ADDRESS

City of Mount Dora
510 N. Baker St.
Mount Dora, FL 32757

ESTIMATE # 2547

DATE 09/14/2021

EXPIRATION DATE 10/14/2021

JOB NAME

WTP #1 Reclaim Interconnect

DATE	DESCRIPTION	AMOUNT
	RCM Utilities to supply all materials, equipment and labor	112,545.00

- o Install (2) 16" stainless steel tapping saddles with gate valve, fore and aft of an existing altitude valve on Limit Ave.
- o Install 30' +/- of 16" purple C900 PVC pipe and fittings to allow the installation of a new 16" flanged dual flow altitude valve.
- o Install an 8'x8' inside dimensions precast valve vault with a 60"x60" single door aluminum hatch cover.
- o Install a customer supplied 16" bi-directional altitude valve with ductile iron spool pieces inside the valve box.
- o Demolish and remove the existing 16" altitude valve and install a ductile iron spool piece and gate valve in its place.

• NOTES:

- RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.
- Site restoration to be backfilling and compacting only.
- All pneumatic and / or electrical connections to be installed and terminated by others.
- New valve startup by others.

TOTAL

\$112,545.00



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 5, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

SUBJECT: Request adoption of Resolution 2021-118 approving the property and casualty insurance proposal and authorizing the City Manager to bind insurance coverage for the City

Introduction:

Request for City Council to approve binding Property and Casualty Insurance Coverage for the City with Brown and Brown.

Discussion:

This is a request for City Council to approve Resolution No. 2021-118 to authorize the City Manager to bind Property and Casualty Insurance Coverage for the City.

Budget Impact:

This is part of the Fiscal Year 2021-2022 Proposed budget in the amount of \$696,782.

Strategic Impact:

Fiscal Resources to protect the City from Risks.

Recommendation City Council approve Resolution No. 2021-118 to authorize the City Manager to bind insurance coverage for the City of Mount Dora.

Attachment(s):

1. Resolution No. 2021-118. Insurance Coverage. SGS

Prepared by: Sharon Kraynik, Human Resources Director
Reviewed by: Sharon Kraynik, Human Resources Director
John McKinney, Finance Director
Sherry Sutphen , City Attorney

Approved - 9/21/2021
Approved - 9/21/2021
Approved - 9/29/2021

Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Charles Revell, Interim City Manager

Approved - 9/29/2021
Approved - 9/29/2021
Final Approval - 9/30/2021

RESOLUTION NO. 2021-118

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE CITY'S PROPERTY AND CASUALTY INSURANCE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF POLICY AND AUTHORIZATION TO BIND COVERAGE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora maintains Property and Casualty Insurance for the protection of the City and its assets; and

WHEREAS, the City received a new property and casualty insurance proposal from its Agent, Brown & Brown for the policy term of October 1, 2021, through October 1, 2022; and

WHEREAS, the City has determined that the coverage proposal is in the best interest of the City.

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

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

SECTION 2. Approval of Policy and Authorization to Bind Coverage.

A. The City of Mount Dora hereby approves the Property and Casualty Insurance Coverage proposed by Brown & Brown for the policy term of October 1, 2021, through October 1, 2022, attached hereto as **Exhibit "A"**.

B. The City Manager is hereby authorized to execute the necessary documents to bind the coverage approved hereby on behalf of the City of Mount Dora.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the Property and Casualty Insurance Coverage approved hereby, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this 5th day of October, 2021.

CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jessica Burnham, City Clerk

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

Sherry G. Sutphen City Attorney

EXHIBIT “A”
Property and Casualty Insurance Coverage



**Proposal Prepared For:
City of Mount Dora**

Policy Term
10/01/2021 - 10/01/2022

Proposal Premium Summary

Line of Business	Renewal Premium
Property	\$221,395
Inland Marine	\$5,755
Crime	\$1,000
General Liability	\$84,306
Law Enforcement Liability	\$40,191
Public Officials / EPLI	\$97,053
Cyber	\$4,550
Automobile Liability	\$45,865
Automobile Property Damage	\$30,660
Workers' Compensation	\$166,007
Grand Total	\$696,782

Rating Basis	21-22
Property	TIV - \$69,958,342
Inland Marine	TIV - \$3,237,524
General Liability (Ratable)	Payroll - \$11,208,701
Auto Liability	# of Vehicles - 194
Workers Compensation	Payroll - \$14,350,601

This quote is valid for (30) days or until the proposed effective date, whichever is first. Please include if applicable

Minimum Earned Premium / Premium is Minimum & Deposit / Fees are fully earned

Line of Business	Payment Plan	Billing Plan
Package	Annual or Payment Options Available	Agency Bill
Workers Compensation	25% Down & 9 Equal payments	Direct Bill

Subjectivities:

Signed Forms

Premium payment payable to Brown & Brown in the amount of \$530,775 or selected payment option

This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of difference, the policy will prevail.

Property

Commercial Property Coverage forms define, limit, and explain what property or property interests are covered subject to policy provisions, conditions, terms, definitions, and exclusions

Premise Information

Loc #	Bldg #	Description	Address	City	State	Zip
Occurrence Form		See Attached SOV				

Coverage	Limit	Deductible
Blanket Value Building & Contents	\$69,958,342	\$5,000 All Other Perils – 2% Named Storm subject to minimum of \$20,000
Boiler & Machinery	\$69,958,342	\$5,000
Flood – Excess NFIP	\$5,000,000	\$5,000 Per Flood
Earth Movement	\$1,000,000	\$5,000
TRIA	\$5,000,000	\$5,000
Accounts Receivable	\$500,000	\$5,000
Additional Expenses	\$1,000,000	\$5,000
Animal	\$5,000	\$5,000
Business Income	\$500,000	\$5,000
Buildings Under Construction	If Shown	\$5,000
Debris Removal – limit shown or 25% of loss, whichever is greater, per occurrence	\$250,000	\$5,000
Demolition, Ordinance and ICC	\$500,000	\$5,000
Duty to Defend	Included	\$5,000
Errors and Omissions	\$250,000	\$5,000
Expediting Expense	\$5,000	\$5,000
Fire Department Charges	\$25,000	\$5,000
Fungus Clean up Expense	\$50,000	\$5,000
Lawns, Plants, Trees and Shrubs	\$25,000	\$5,000
Leasehold Interest	\$0	\$5,000
New Locations	\$2,000,000	\$5,000
Personal Property of Employees	\$50,000	\$5,000
Pollution Clean Up Expense	\$50,000	\$5,000
Preservation of Property	\$250,000	\$5,000
Professional Fees	\$20,000	\$5,000
Property at Miscellaneous Unnamed Locations	\$150,000	\$5,000
Recertification	\$10,000	\$5,000
Service Interruption Coverage	\$100,000	\$5,000
Transit	\$250,000	\$5,000
Vehicle Property Coverage	\$0	\$5,000

This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of difference, the policy will prevail.

Inland Marine

Property insurance for property in transit over land, certain types of moveable property, instrumentalities of transportation (such as bridges, roads, and piers, instrumentalities of communication (such as television and radio towers), and legal liability exposures of bailees. Many inland marine coverage forms provide coverage without regard to the location of the covered property; these are sometimes called "floater" policies.

Equipment Floater

Equipment Summary

Loc #	Category	Limit	Ded
Blanket	Unscheduled	\$600,000	\$5,000
Blanket	Scheduled	\$2,637,524	\$5,000
Blanket	Total	\$3,237,524	

Client ultimately chooses limits insured.

Crime

Policy that is designed to meet the needs of organizations other than financial institutions (such as banks). A commercial crime policy typically provides several different types of crime coverage, such as: employee dishonesty coverage; forgery or alteration coverage; computer fraud coverage; funds transfer fraud coverage; kidnap, ransom, or extortion coverage; money and securities coverage; and money orders and counterfeit money coverage.

Coverages

Coverage Description	Limit	Ded
Forgery and Alteration	\$100,000	\$1,000
Theft, Disappearance or Destruction	\$100,000	\$1,000
Computer Fraud including Funds Transfer Fraud	\$100,000	\$1,000
Employee Dishonesty, including faithful performance, per loss	\$100,000	\$1,000

This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of difference, the policy will prevail.

General Liability

Policy will pay sums which the insured becomes legally liable to pay as damages because of bodily injury or property damage to which this insurance applies.

Coverage Type	Coverage Basis
Commercial General Liability	Occurrence

Limits of Liability

Coverage	Limit	Ded
Bodily Injury and Property Damage Limit	\$2,000,000	\$0
Personal & Advertising Injury	Included	
Products and Completed Operations	Included	
Employee Benefits Liability Limit, per person	\$2,000,000	
Herbicide & Pesticide Aggregate Limit	\$1,000,000	
Fire Damage	Included	
Medical Payments Limit	\$2,500	
Sewer Backup and Water Damage Limit	\$10,00 no fault/\$200,000 at fault; subject to \$200,000 aggregate	
PGIT SC-203 Part B Limit	\$300,000	

Higher limits may be available.

Exposure Basis

Loc #	Classification	Exposure
1	Ratable Payroll	\$11,208,701

Law Enforcement Liability (Occurrence Form)

Coverages

Coverage Description	Limit	Ded
Law Enforcement Liability	\$2,000,000 per person \$2,000,000 per occurrence	\$0

Exposure Basis

Loc #	Classification	Exposure
1	Full time police officers	44
1	Part time police officers	2

This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of difference, the policy will prevail.

Deadly Weapon Protection (Claims Made)

Limits of Liability

Coverage Description	Limit	Ded
Third Party Liability Coverage	\$1,000,000	\$0
Crisis Management Services	Included	\$0
Counseling Services	\$250,000 sublimit	\$0
Funeral Expenses	\$250,000 sublimit	\$0

Public Officials Liability (Claims Made)

Coverage for directors and officers for claims made against them while serving on a board of directors and/or as an officer.

Limits of Liability

Coverage	Limit	Ded	Pre-Termination	Non-Monetary
General Aggregate	\$2,000,000	\$0	\$2,500 per employee / \$5,000 annual agg	\$100,00Agg

Higher limits may be available.

Employment Practices Liability (Claims Made)

Covers wrongful acts arising from the employment process. Subject to policy provisions, conditions, terms definitions, and exclusions.

Limits of Liability

Coverage	Limit	Ded
General Aggregate	\$2,000,000	\$0

Higher limits may be available.

Rating Basis

State	Description	Rate
FL	Full Time Employees	234
FL	Part Time Employees	82
FL	Volunteers	65

Higher limits may be available.

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Cyber Liability

Policy covers financial losses that result from data breaches and other cyber events. First-party coverages pay expenses your firm directly incurs as result of the breach. Third-party coverages apply to claims against your firm by people or companies that have injured as a result of your actions or failure to act. Subject to policy provisions, conditions, terms definitions, and exclusions.

Coverage Basis	Retro Date
Claims Made	10/01/2011

Limits of Liability

Coverage	Limit
General Aggregate	\$2,000,000

Third Party Liability Coverage	Limit/Sub-Limit	Deductible
Privacy & Security Liability	\$2,000,000 each claim	\$25,000
Media Content Services Liability	\$2,000,000 each claim	\$25,000
PCI DSS	\$1,000,000 sublimit	\$25,000

First Party Liability	Limit/Sub-Limit	Deductible
Cyber Extortion & Ransomware	\$2,000,000	\$25,000
Data Breach & Crisis Management	\$2,000,000	\$25,000
Data Recovery	\$2,000,000	\$25,000
Business Interruption / Extra Expense	\$2,000,000	\$25,000 / Waiting Period:10 hrs
Cyber Crime	\$250,000 Agg	\$25,000
Utility Fraud	\$100,000 Agg	\$25,000
Bricking Coverage	\$250,000 sublimit	\$25,000
System Failure – BI/EE	\$1,000,000 sublimit	\$25,000 / Waiting Period:10 hrs
Dependent Business	\$1,000,000 sublimit	\$25,000 / Waiting Period:10 hrs
• BI/EE	Included in above sublimit	\$25,000 / Waiting Period:10 hrs
• System Failure	\$500,000 sublimit	\$25,000 / Waiting Period:10 hrs

This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of difference, the policy will prevail.

Business Auto

Coverage

Coverage	Limit	Ded	Ded Type	Symbol
Liability	\$1,000,000	\$0	Flat	1
PIP - Basic	\$10,000	\$0		5
Medical Payments	\$1,000			2
Comprehensive	ACV	\$1,000	Flat	10
Collision	ACV	\$1,000	Flat	10

Higher limits may be available.

Symbol	Description
1	Any Auto
2	Owned Autos only. Only those autos you own (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3	Owned private passenger autos only. Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4	Owned autos other than private passenger autos only. Only those autos, you own that are not of the private passenger type (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	Owned autos subject to no-fault. Only those autos you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided, they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned autos subject to a compulsory uninsured motorist's law. Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided, they are subject to the same state uninsured motorist's requirement.
7	Specifically Described Autos. Only those autos described in item three of the declarations for which a premium charge is shown (and for Liability Coverage any trailers you don't own while attached to any power unit described in item three).
8	Hired Autos Only. Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your employees or partners or members of their households.
9	Non-owned Autos Only. Only those "autos" you do not own, lease, hire, rent or borrow and that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs.

This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of difference, the policy will prevail.

Workers' Compensation

Provides coverage for your employees as defined by State Workers Compensation statutes.

State
FL

Each Accident Limit	Disease Policy Limit	Disease Each Employee
\$1,000,000	\$1,000,000	\$1,000,000

Higher limits may be available.

Rating Basis

State	Code	Description	Payroll	Rate	Premium
FL	0106	Tree Pruning, Spraying, Repairing	\$81,815	9.41	\$7,640
FL	5509	Street/Road Maintenance or Beautification & Drivers	\$400,323	9.57	\$38,311
FL	7520	Waterworks Operation & Drivers	\$858,426	3.05	\$26,182
FL	7539	Electric Light or Power Co. NOC-ALL Employees & Drivers	\$823,700	1.67	\$13,756
FL	7580	Sewage Disposal Plant Operation & Drivers	\$228,888	2.43	\$5,562
FL	7704	Fire Patrol or Protective Corps & Drivers	\$1,819,100	5.10	\$92,774
FL	7720	Police Officers & Drivers	\$3,141,900	3.50	\$109,967
FL	8380	Automobile Service or Repair Center & Drivers	\$144,314	2.54	\$3,666
FL	8601	Architectural or Engineering Firm – Including Salespersons & Drivers	\$0		\$0
FL	8810	Clerical Office Employees NOC	\$4,578,635	0.16	\$7,326
FL	8820	Attorney-All Employees & Clerical	\$198,996	0.14	\$279
FL	8831	Hospital – Veterinary & Drivers	\$35,913	1.61	\$578
FL	8868	College – Professional Employees & Clerical	\$0		\$0
FL	9015	Building or Property Management – All other Employees	\$446,718	3.81	\$17,020
FL	9063	YMCA, YWCA, YMHA or YWHA Institution – All Employees & Clerical	\$612,780	0.93	\$5,699
FL	9102	Lawn Maintenance – Commercial or Domestic Drivers	\$470,122	3.77	\$17,724
FL	9410	Municipal, Township, County or State Employee NOC	\$509,601	2.52	\$12,842

Description	Premium
Total Estimated Base Premium	\$359,323
Workplace Safety Program Credit	\$(7,186)
Drug-free Workplace Program Credit	\$(17,607)
Premium Less Credits	\$334,530
Experience Modification – 0.85	\$(50,180)
Standard Premium	\$284,350
Schedule Rating Factor	\$(102,901)
Premium Discount	\$(15,602)
Expense Constant	\$160
Estimated Annual Premium	\$166,007

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A. M. Best

A. M. Best Rating of Proposed Carriers

Line of Business	Insurance Company	Rating	Admitted/ Non-Admitted
Workers Compensation	Preferred Governmental Insurance Trust (PGIT)	N/A	n/a
Package	Preferred Governmental Insurance Trust (PGIT)	N/A	n/a

General Rating

Rating Categories	Rating Symbols
Superior	A+ to A++
Excellent	A to A-
Good	B+ to B++
Fair	B to B-
Marginal	C+ to C++
Weak	C to C-
Poor	D

These rating classifications reflect AM BEST's opinion of the relative position of each company in comparison with others, based upon averages within the Property-Casualty insurance industry. They are reflective of overall company services and standing within the industry.

Financial Size Category

Class	Range (\$ in Thousands)
Class I	Up-\$1,000
Class II	\$1,000-\$2,000
Class III	\$2,000-\$5,000
Class IV	\$5,000-\$10,000
Class V	\$10,000-\$25,000
Class VI	\$25,000-\$50,000
Class VII	\$50,000-\$100,000
Class VIII	\$100,000-\$250,000
Class IX	\$250,000-\$500,000
Class X	\$500,000-\$750,000
Class XI	\$750,000-\$1,000,000
Class XII	\$1,000,000-\$1,250,000
Class XIII	\$1,250,000-\$1,500,000
Class XIV	\$1,500,000-\$2,000,000
Class XV	\$2,000,000-Greater

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CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 5, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

Charles F. Revell

SUBJECT: Request Approval of Meeting Minutes

- August 17, 2021 Regular City Council Session
- August 19, 2021 City Council Work Session

Introduction:

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

Discussion:

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

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation City Council to Approve Meeting Minutes.

Attachment(s):

1. August 17, 2021 Regular City Council Minutes
2. August 19, 2021 City Council Work Session Minutes

Prepared by: Jessica Burnham, City Clerk

Reviewed by: Nicole Wisniewski, Deputy City Clerk

Final Approval - 10/1/2021



**CITY OF MOUNT DORA, FLORIDA
MAYOR AND CITY COUNCIL
M I N U T E S**

**REGULAR SESSION
AUGUST 17, 2021
CITY HALL**

Having been duly advertised as required by law, Mayor Cathy Hoechst called the Regular Session of City Council to order at 5:30 p.m. in the Mount Dora Council Chambers.

Councilmember Crail led a Moment of Silence and Pledge of Allegiance to the Flag.

Members Present

Cathy Hoechst, Mayor
Harmon Massey, Vice-Mayor
Pam Burtnett, District 1
Cal Rolfson, District 2
Austin Guenther, District 3
Marc Crail, District 4
Doug Bryant, At Large

Also Present

Charles F. Revell, Interim City Manager
Sherry G. Sutphen, City Attorney
Jessica Burnham, City Clerk

PRESENTATIONS

1. Introduction of new City of Mount Dora employees

Mayor Hoechst asked for the department heads to come forward and introduce the new city employees.

Brett Meade, Chief of Police, introduced two new officers Lauren Poth and Teondre Wilson who will be sworn in on Friday, August 20th.

Vince Sandersfeld, Planning and Development Director, introduced Faith Gibbs, Planning and Development Administrative Coordinator, and Danielle Marlar, Permit Technician.

Joe Grusauskas, Utilities and Plant Operations Director, introduced George Marek, City Engineer of Public Works, Chris Gaw, City Engineer of Utilities, and Scott Rado Building Maintenance Supervisor.

2. Construction Projects Update

Chet Cramer, Project manager, provided an update on the Donnelly Street parking Garage and Helen Street drainage improvements

3. Transfer of Electric Service for waste Water Treatment Plant Number 2

Steve Langley, Electric Director, provided council an overview of the expansion of our customer base with utilities. Mr. Langley went over the steps that took place in order for this transfer of service.

PUBLIC COMMENTS

Crissy Stile, 1850 Hilltop Drive – gave an update to council on the petition that was started in August.

APPROVAL OF THE AGENDA

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGENDA; VICE-MAYOR MASSEY SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

CONSENT AGENDA

1. Request approval of the replat for Ronca's Repalt
2. Request approval of agreement between the charter Board for Round Lake Elementary School, Mount Dora, Florida, and the City of Mount Dora, Florida, for School Resource Officer Program 2021-2022
3. Request approval of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE CONSENT AGENDA; COUNCILMEMBER MASSEY SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

ACTION ITEMS

1. **Request approval of Resolution No. 2021-99, City Support of Lake County's allocation of ARPA funding for a Utility Corridor**

Sherry G. Sutphen, City Attorney, read Resolution No. 2021-99 by title only

RESOLUTION NO. 2021-99

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO SUPPORT FOR LAKE COUNTY PURCHASING RAILROAD RIGHT OF WAY FROM CSX; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR PLEDGE OF SUPPORT; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING AN EFFECTIVE DATE AND PROVIDING DIRECTIONS TO THE CITY CLERK.

Charles Revell, Interim City Manager, gave an overview of the agenda item and stated this resolution will give the city's support of Lake County's allocation of ARPA funding for a utility corridor.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE REQUEST APPROVAL OF RESOLUTION 2021-99, CITY SUPPORT OF LAKE COUNTY'S ALLOCATION OF ARPA FUNDING FOR A UTILITY CORRIDOR; COUNCILMEMBER BURNETT SECONDED THE MOTION. MOTION APPROVED BY ROLL CALL VOTE.

Councilmember Rolfson YES
Councilmember Burnett YES
Vice-Mayor Massey YES
Councilmember Guenther YES

Councilmember Crail YES
Councilmember Bryant YES
Mayor Hoechst YES

2. Request authorization to grant Easement to Peoples Gas System.

Sherry G. Sutphen, City Attorney, provided City Council with an overview of the agenda item and stated Peoples Gas System has provided a letter that agrees to indemnify, defend and hold harmless the City.

MOTION BY VICE MAYOR MASSEY TO APPROVE REQUEST AUTHORIZATION TO GRANT EASEMENT TO PEOPLES GAS SYSTEM; COUNCILMEMBER CRAIL SECONDED THE MOTION. MOTION APPROVED BY ROLL CALL VOTE.

Vice-Mayor Massey YES
Councilmember Crail YES
Councilmember Burtnett YES
Councilmember Rolfson YES

Councilmember Guenther YES
Councilmember Bryant YES
Mayor Hoechst YES

PUBLIC HEARINGS - RESOLUTION/ORDINANCES

1. Request Approval of First Reading of Ordinance No. 2021-17, City of Mount Dora Police Officers' Pension Fund Amendment

Sherry Sutphen, City Attorney, read Ordinance No. 2021-17 by title only.

ORDINANCE NO. 2021-17

AN ORDINANCE OF THE CITY OF MOUNT DORA, AMENDING THE CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 34, PERSONNEL, PART II; PROVIDING FOR AMENDMENTS TO CHAPTER 34, PERSONNEL, PART II, POLICE OFFICERS' PENSION AND RETIREMENT SYSTEM; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR THE ADJUSTMENT OF PRONOUNS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Charles Revell, Interim City Manager, stated this is a routine adjustment that is needed due to the internal revenue code.

Mayor Hoechst opened public input

No one spoke

Mayor Hoechst closed public input

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE FIRST READING OF ORDINANCE NO. 2021-17, CITY OF MOUNT DORA POLICE OFFICERS' PENSION FUND AMENDMENT; VICE-MAYOR MASSEY SECONDED THE MOTION. MOTION APPROVED BY ROLL CALL VOTE.

**Councilmember Rolfson YES
Vice-Mayor Massey YES
Councilmember Burtnett YES
Councilmember Guenther YES**

**Councilmember Crail YES
Councilmember Bryant YES
Mayor Hoechst YES**

2. Request Approval of First Reading of Ordinance No. 2021-18, City of Mount Dora Firefighters' Pension Fund Amendment

Sherry Sutphen, City Attorney, read Ordinance No. 2021-17 by title only.

ORDINANCE NO. 2021-18

AN ORDINANCE OF THE CITY OF MOUNT DORA, AMENDING THE CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 34, PERSONNEL, PART III; PROVIDING FOR AMENDMENTS TO CHAPTER 34, PERSONNEL, PART III,

FIREFIGHTERS' PENSION FUND; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR THE ADJUSTMENT OF PRONOUNS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Charles Revell, Interim City Manager, stated this item is similar to the agenda item that was just heard with the exception that this is in regards to the firefighters' pension.

Mayor Hoechst opened public input

No one spoke

Mayor Hoechst closed public input

MOTION BY VICE-MAYOR MASSEY TO APPROVE FIRST READING OF ORDINANCE NO. 2021-18, CITY OF MOUNT DORA FIREFIGHTERS' PENSION FUND AMENDMENT; COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY ROLL CALL VOTE.

**Vice-Mayor Massey YES
Councilmember Guenther YES
Councilmember Burtnett YES
Councilmember Rolfson YES**

**Councilmember Crail YES
Councilmember Bryant YES
Mayor Hoechst YES**

BOARD APPOINTMENTS

1. Mount Dora Police Officers' Pension Board

Charles Revell, Interim City Manager, stated this is to reappoint Deputy Chief Al Rollins to the Board

MOTION BY COUNILMEMBER ROLFSON TO RE-APPOINT DEPUTY CHIEF AL ROLLING TO THE MOUNT DORA POLICE OFFICERS' PENSION BOARD; COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY ROLL CALL VOTE.

**Councilmember Rolfson YES
Councilmember Guenther YES
Councilmember Crail YES
Councilmember Bryant YES**

**Councilmember Burtnett YES
Vice-Mayor Massey YES
Mayor Hoechst YES**

CITY MANAGER

1. Lobbyist Update

Councilmember Rolfson provided council with an overview of the annual meeting of the Florida league of cities.

2. Interim City Manager Report

Charles Revell, Interim City Manager, provided an update on the transition plan.

Joe Grusauskas, Utilities and Plant Operations Director, spoke on an award that was presented to the city in regards to the city's waste water plants.

John McKinney, Finance Director, stated the state of Florida has started sending out the agreement for American rescue plan monies.

Sharon Kraynik, Human Resource Director, provided an update on information in regards to COVID-19 and the steps that the city has started to take to protect its employee's and citizens.

Vershurn Ford, Public Information Officer, provided council with an update to the city's website for COVID-19 information.

CITY ATTORNEY'S REPORT

Sherry Sutphen, City Attorney, stated that there were serval boxes that were delivered to the city clerk today and the city clerk was given permission by the mayor to accept the petition on her behalf.

Ms. Sutphen provided council with an overview of the content of the petition that was delivered and discussed the process from this point forward based on what the charter states.

COMMUNICATIONS AND REPORTS

Council Member Cal Rolfson

Councilmember Rolfson gave thanks for the well wishes he had received and urged everyone to get vaccinated and to wear a mask.

Council Member Pamela Burtnett

Councilmember Burtnett gave thanks to councilmember Rolfson for his update on the Florida League of Cities conference.

Council Member Doug Bryant

Councilmember Bryant provided thanks for the COVID-19 reports and the updates that have been provided.

Council Member Austin Guenther

Councilmember Guenther provided congratulations to Councilmember Crail and Mr. Nate Walker for qualifying for their seats.

Council Member Marc Crail

Councilmember Crail gave congratulations to Mr. Nate Walker and gave thanks to all the candidates for this upcoming election.

Vice-Mayor Massey

Vice-Mayor Massey stated he is grateful to have been able to serve the city and gave best wishes to its citizens and stated it has been very rewarding.

Mayor Hoechst

Mayor Hoechst stated that Mount Dora High School will be celebrating its 100th birthday.

Mayor Hoechst reminded everyone that Tuesday, August 24th the citrus label tour will begin.

ADJOURNMENT

There being no further business for discussion, the meeting adjourned at approximately 7:16 p.m.

CATHERINE T. HOECHST, MAYOR
CITY OF MOUNT DORA

JESSICA BURNHAM
City Clerk



**CITY OF MOUNT DORA, FLORIDA
MAYOR AND CITY COUNCIL
M I N U T E S**

**WORK SESSION
AUGUST 19, 2021
CITY HALL BOARD ROOM**

Having been duly advertised as required by law, Mayor Cathy Hoechst called the City Council Work Session to order at approximately 10:00 a.m.

Councilmember Bryant led the Moment of Silence and Pledge to the Flag.

Members Present

Cathy Hoechst, Mayor
Harmon Massey, Vice-Mayor
Pam Burtnett, District 1
Cal Rolfson, District 2
Austin Guenther, District 3 (arrived 10:04)
Marc Crail, District 4
Doug Bryant, At Large

Also Present

Charles F. Revell, Interim City Manager
Sherry G. Sutphen, City Attorney
Jessica Burnham, City Clerk

DISCUSSION ITEMS

1. Final Budget Workshop – Fiscal Year 2021-2022

Sharon Kraynik, Human Resource Director, provided an overview of the pay classification study and introduced Ms. Rita Archer, with the Archer firm.

Ms. Archer provided a presentation to council on the steps that were taken in conducting the pay study classification study which is attached hereto as Exhibit “A”.

Charles Revell, Interim City Manager, stated that keeping staff at the city and providing a stable work environment is imperative. This study will help us keep the current staff that we have.

John McKinney, Finance Director, provided council with a presentation, which is attached hereto as Exhibit “B” and discussed the 2022 Guiding Principles, American Rescue Plan, FY 2022 Key Drivers, and provided the FY 2022 Budget Overview.

ADJOURNMENT

There being no further business for discussion, the meeting was adjourned at approximately 11:16p.m.

Due to the presentation, attached hereto as Exhibit “B”, format of this meeting, there were no significant questions or comments in addition to or regarding the information presented by the City of Mount Dora Finance Director and staff.

Catherine T. Hoechst, Mayor

Jessica Burnham, City Clerk

EXHIBIT A

Pay and Classification Study for City of Mount Dora, Florida

Objective

- To provide our clients with
 - ❑ An objective, valid and reliable pay structure & plan
 - ❑ A competitive advantage in attracting and retaining employees
 - ❑ A pay system that adheres to legal and statutory codes
 - Federal Fair Labor Standards Act
 - Title 7 of the Civil Rights Act of 1964 as amended by the Americans with Disabilities Act of 1991
 - The Equal Pay Act of 1963

Our Services

- ★ Compensation Systems
- ★ Pay Classification Systems
 - ❑ Performance Appraisal Systems
 - ❑ Organizational Development
 - ❑ Operations Analysis
 - ❑ Staffing Analysis Studies

Key Facts

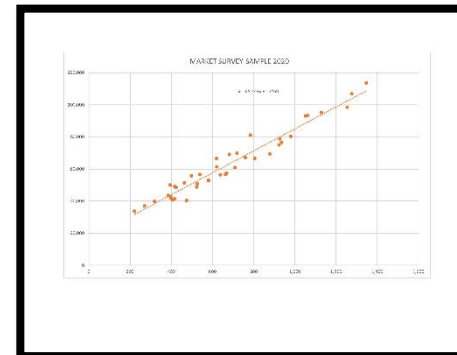
- ❑ 30 Years of Public Sector Consulting experience
- ❑ Archer Systems Installed in Over 1,500 Organizations
- ❑ MaxArcher proprietary software created by founder
- ❑ Affiliates located in 7 states



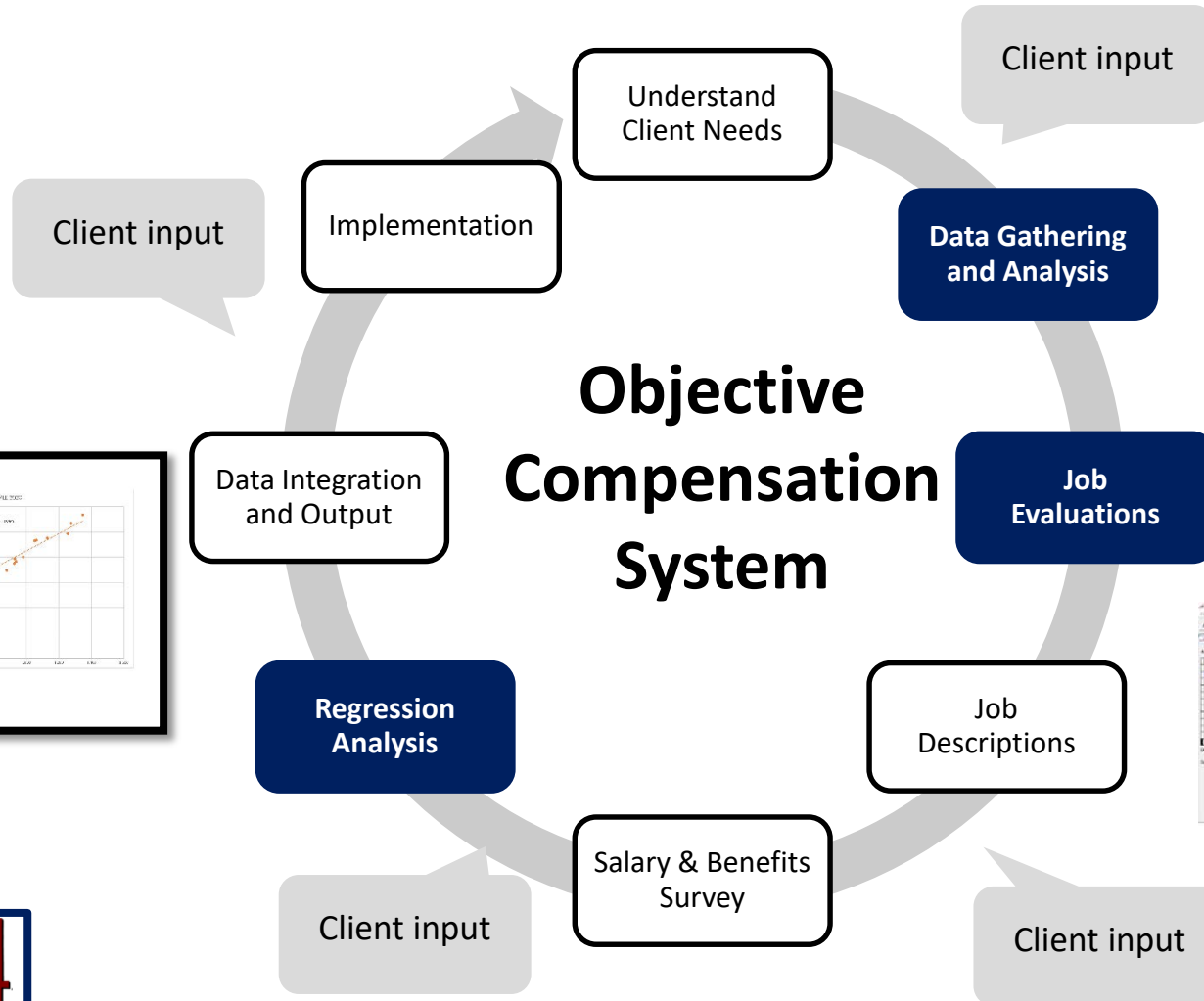
Our objective compensation systems are developed by integrating two sets of data:

- Formal job evaluations
 - Internal equity
 - To make it fair

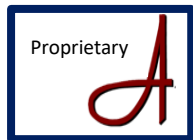
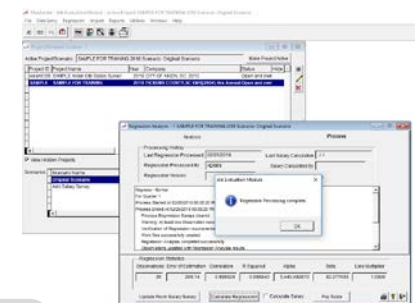
- Formal wage & salary surveys
 - External equity
 - To make it competitive



Objective Compensation System

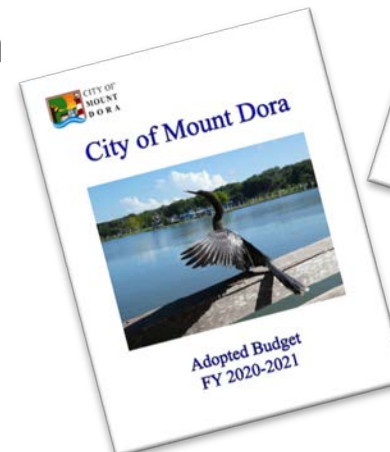
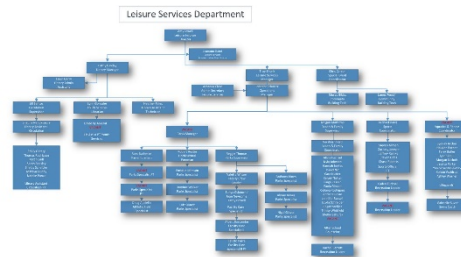
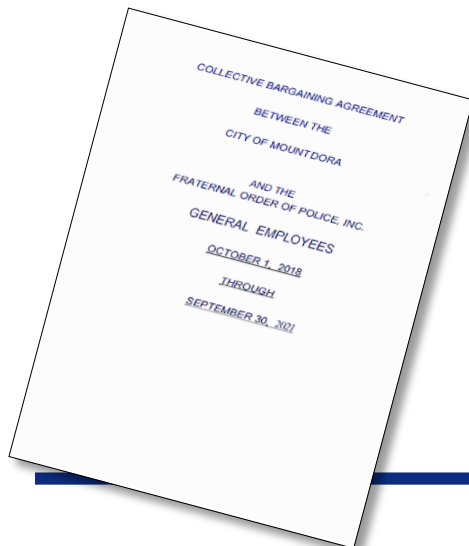


Jobster Company Comprehension & Position Questionnaire		Pre-filled (see key)
Please (Last, First)		
Current Classification (Job Title)		
Basic Information		
Employment	Time with Organization	Years Months
Division	Time in Current Division	Years Months
Work Location	Pay Rate (\$ Annual)	(\$)
Work Hours	Time (in Weeks)	
Notes/Comments		
2. Please Open Position		
Remember to add to this questionnaire the essential purposes of your position.		
3. Review Job Details		
Immediate Supervisor	Title	
Supervisor	Title	
4. List of Responsibilities		
Position	Title	Jobster Company
List other employees who work closely with you (last name, first name, title)		
Other	Other	Other
Other	Other	Other



Job Analysis Process

- Read Job Descriptions
- Reference Collective Bargaining Agreement
- Interview with Department Heads and/or Managers
- Review of Current Budgets & Organizational Charts
- Job Analysis Information Used for the Next Step
– Job Evaluation



Job Evaluation

Job evaluations determine **internal equity** by:

- ❑ Understanding job content through job analysis
- ❑ Measuring the level of difficulty or complexity associated with each job
 - to establish internal equity in the organization's pay structure

Individual jobs evaluated by:

- ❑ Collecting, reviewing, and analyzing detailed information about each job in order to understand the job content and requirements
- ❑ Employing a point factor job evaluation system to derive the relative worth of each job as measured in *job evaluation points* (a measure of job complexity)
- ❑ Evaluation includes assessment of skill and responsibility *and* working conditions

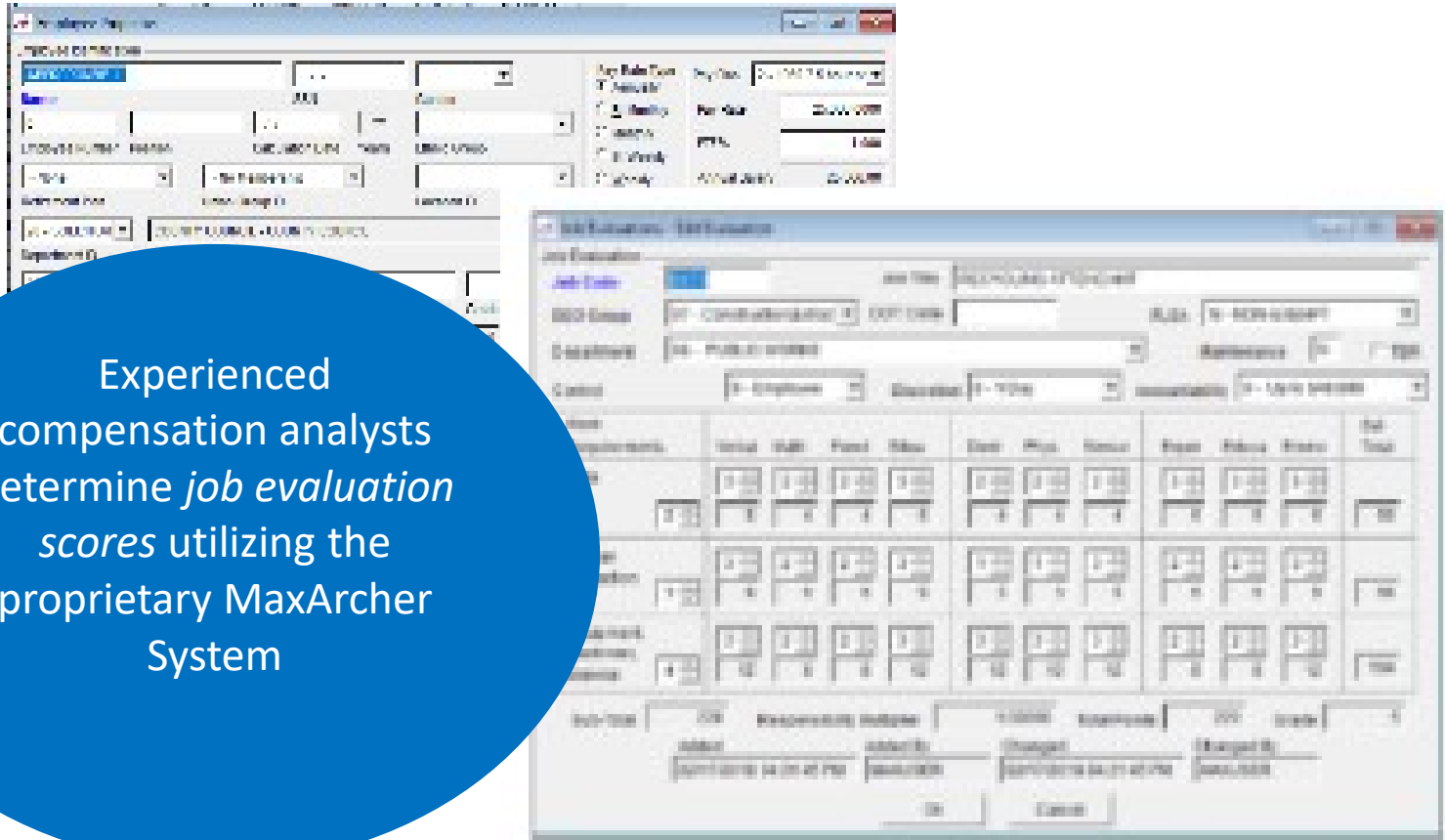
Job Evaluation Factors Include:

- ✓ Data Utilization
- ✓ Human Interaction
- ✓ Machinery, Tools, Equipment Use
- ✓ **Verbal Aptitude**
- ✓ **Math Requirements**
- ✓ **Reasoning and Decision-Making**
- ✓ **Physical Requirements**
- ✓ **Education and Experience Requirements**
- ✓ **Environment**
- ✓ **Span of Control**
- ✓ **Budgetary Impact**
- ✓ **Planning Timeframe**

- *Factors Common to All Jobs*
- *Job Evaluation Points Assigned to Score on Each Factor*
- *Yields Objective Point Total*

- ❖ *HR and Department Director provide Subjective check and final ranking of positions within their respective department*
- ❖ *Final check with the inclusion of market data*

Experienced
compensation analysts
determine *job evaluation*
scores utilizing the
proprietary MaxArcher
System

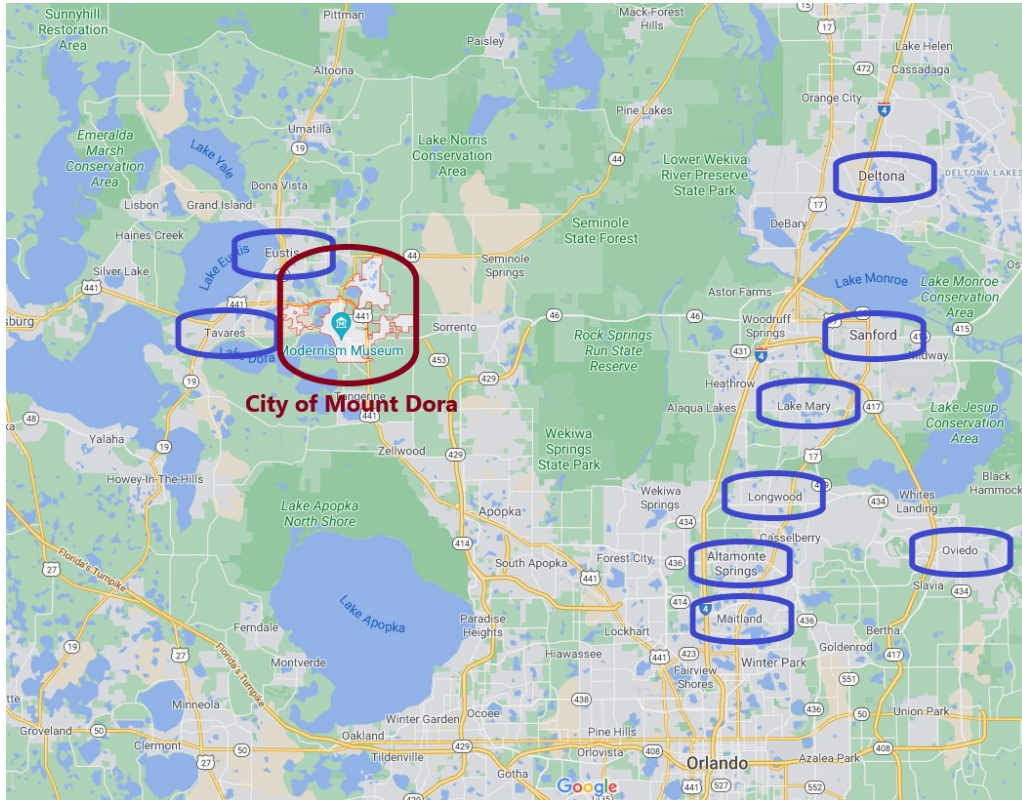


How does the City's Pay compare to the market?

- Survey a large set of “benchmark” jobs
 - Likely to be found in similar organizations
 - Fairly stable in content
 - Include different types of jobs, at varying pay and responsibility levels
- *Determine how your pay levels compare to those in the labor market*

Mavrchuk - Job Evaluation 08/15/2021 03:24:37 PM		PAY AND CLASSIFICATION STUDY CITY OF MOUNT DORA, FLORIDA REGRESSION ANALYSIS	
Number of Jobs in Analysis:	28	Correlation:	0.983767
Degrees of Freedom:	26	R Squared:	0.967790
		Error of Estimation:	4421.08
		Alpha:	0.003,0017270
		Beta:	90.2328895
SELECTED JOB EVALUATIONS			
JOB CODE	JOB TITLE	EVAL POINTS	SURVEY
10489	FACILITY CARE SPECIALIST	228	32,235
10022	LIBRARY ASST I-CIRCULATION	231	30,843
10006	AFTER SCHOOL PROGRAM COUNSELOR	236	31,507
10174	MAINTENANCE WORKER - STREETS	250	35,357
10060	PARKS SPECIALIST	265	32,888
10415	SKILLED TRADES WORKER	350	40,297
10491	CUSTOMER SERVICE REP III	363	36,983
10157	ADMINISTRATIVE ASSISTANT	364	48,130
10052	PARKS CREW LEADER	399	45,348
10632	WATER DISTRIBUTION OPER LEVEL III	426	47,507
10330	WWTP OPERATOR 'C'	426	47,724
10268	ADMINISTRATIVE COORDINATOR	445	48,284
90005	PROPERTY AND EVIDENCE MANAGER	490	44,473
10631	DISTRIBUTION/REUSE SUPERVISOR	511	54,943
10789	FISCAL ANALYST	525	57,762
10736	BUILDING/FIRE INSPECTOR	583	60,441
10427	CHIEF WATER PLANT OPERATOR	607	62,338
10612	PUBLIC COMMUNICATIONS OFFICER	677	72,930
10720	PUBLIC WORKS MANAGER	701	82,907
10027	LIBRARY MANAGER	701	73,903
10278	CRA ADMINISTRATOR	704	67,520
10680	POLICE LIEUTENANT	799	74,810
10681	POLICE CAPTAIN	887	82,120
10729	BUILDING OFFICIAL/FIRE MARSHALL	896	86,212
10756	DEPUTY FIRE CHIEF	936	94,242
10761	DEPUTY CHIEF	946	98,324
10809	ECONOMIC DEVELOPMENT DIRECTOR	1,017	96,622
10740	FIRE CHIEF	1,121	116,559

Comparable Organizations



- Cities of
 - Altamonte Springs
 - Deltona
 - Eustis
 - Lake Mary
 - Longwood
 - Maitland
 - Oviedo
 - Sanford
 - Tavares

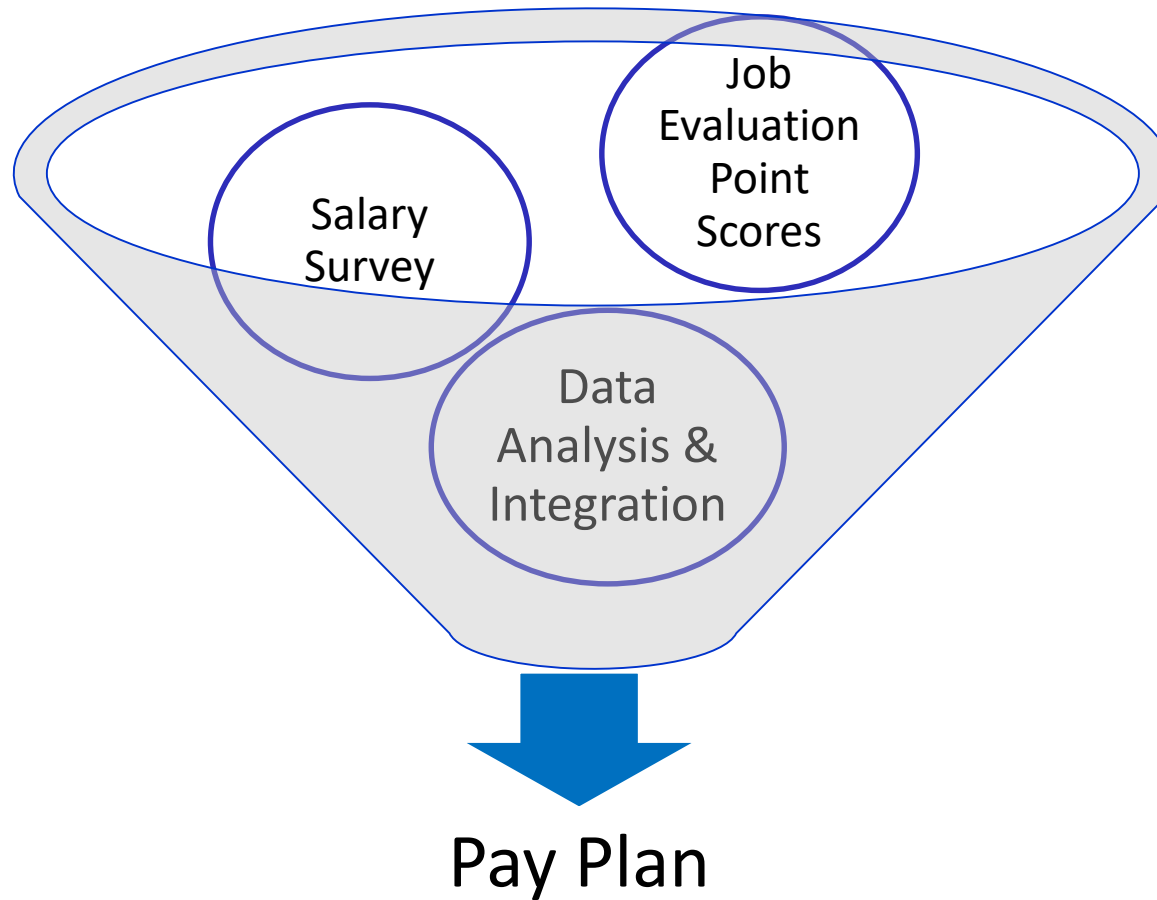
- Compensation Practices
- Salary Information on Benchmark Positions

Compiled data from 9 peer organizations:

Cities of comparable size.

**Table 1. Market-Based Salary Survey
Comparable Organizations**

City	Population (thousands)	Budget (million\$)	Pay Ranges		No. of Employees
			average	actual	
Mount Dora	14.5	126.2	61%	42-80%	234
Altamonte Springs	44.1	84.8	60%	55-65%	417
Deltona	92.7	197.9	50%		305
Eustis	21.3	102.2	50%	40-60%	213
Lake Mary	17.5	73.5	56%		210
Longwood	15.6	52.0	60%		168
Maitland	17.7	72.2	51%	42-60%	220
Oviedo	41.8	90.7	60%		295
Sanford	61.5	139.6	62%		542
Tavares	17.7	83.7	50%		180
Average of Comps	36.7	99.6	55%		283



Tailoring the Pay Plan

We believe that an effective partnership enables success and we will work to:

- Understand your organization
- Secure input from major players to ensure pay plan addresses key issues facing the City
- Partner with City management and Human Resources
- Work with management to structure the pay plan to fit:
 - Compensation Philosophy
 - Relative Market Placement
 - Budgetary & Other Constraints

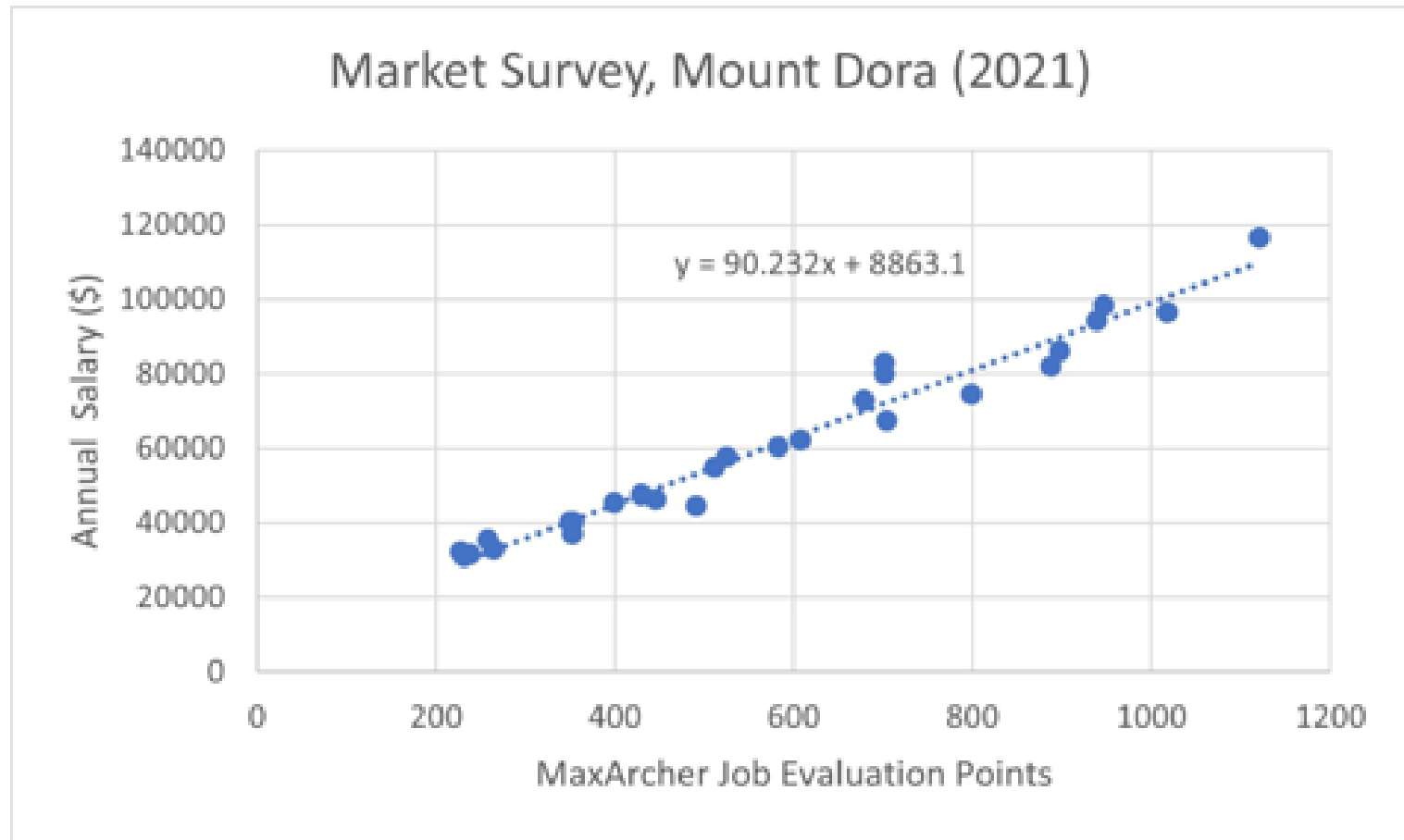
We work together to address key decision points and build a plan customized to fit your identified needs

We will deliver:

- ✓ *New pay structure with grades and pay ranges*
- ✓ *Each job assigned to a pay grade*
- ✓ *Recommendations for pay plan administration*
 - ✓ *Assigning pay grades to new and changed jobs*
 - ✓ *Pay increase policies and processes*
 - ✓ *Keeping the pay ranges competitive over time*
- ✓ *Recommendations to implement new pay plan*

“Line-of-Best-Fit”

Exhibit 6. Graph of Statistical Regression (line-of-best-fit) for the of MIDPOINT of the Pay Plan.



**PAY PLAN IMPLEMENTATION STUDY
CITY OF BENTON COUNTY, ARIZONA
PAY GRADES**

NON-UNION PERSONNEL			UNION PERSONNEL		
GRADE	MINIMUM	MAXIMUM	GRADE	MINIMUM	MAXIMUM
1	\$10,000	\$12,000	1	\$10,000	\$12,000
2	\$12,000	\$14,000	2	\$12,000	\$14,000
3	\$14,000	\$16,000	3	\$14,000	\$16,000
4	\$16,000	\$18,000	4	\$16,000	\$18,000
5	\$18,000	\$20,000	5	\$18,000	\$20,000
6	\$20,000	\$22,000	6	\$20,000	\$22,000
7	\$22,000	\$24,000	7	\$22,000	\$24,000
8	\$24,000	\$26,000	8	\$24,000	\$26,000
9	\$26,000	\$28,000	9	\$26,000	\$28,000
10	\$28,000	\$30,000	10	\$28,000	\$30,000
11	\$30,000	\$32,000	11	\$30,000	\$32,000
12	\$32,000	\$34,000	12	\$32,000	\$34,000
13	\$34,000	\$36,000	13	\$34,000	\$36,000
14	\$36,000	\$38,000	14	\$36,000	\$38,000
15	\$38,000	\$40,000	15	\$38,000	\$40,000
16	\$40,000	\$42,000	16	\$40,000	\$42,000
17	\$42,000	\$44,000	17	\$42,000	\$44,000
18	\$44,000	\$46,000	18	\$44,000	\$46,000
19	\$46,000	\$48,000	19	\$46,000	\$48,000
20	\$48,000	\$50,000	20	\$48,000	\$50,000
21	\$50,000	\$52,000	21	\$50,000	\$52,000
22	\$52,000	\$54,000	22	\$52,000	\$54,000
23	\$54,000	\$56,000	23	\$54,000	\$56,000
24	\$56,000	\$58,000	24	\$56,000	\$58,000
25	\$58,000	\$60,000	25	\$58,000	\$60,000
26	\$60,000	\$62,000	26	\$60,000	\$62,000
27	\$62,000	\$64,000	27	\$62,000	\$64,000
28	\$64,000	\$66,000	28	\$64,000	\$66,000
29	\$66,000	\$68,000	29	\$66,000	\$68,000
30	\$68,000	\$70,000	30	\$68,000	\$70,000
31	\$70,000	\$72,000	31	\$70,000	\$72,000
32	\$72,000	\$74,000	32	\$72,000	\$74,000
33	\$74,000	\$76,000	33	\$74,000	\$76,000
34	\$76,000	\$78,000	34	\$76,000	\$78,000
35	\$78,000	\$80,000	35	\$78,000	\$80,000
36	\$80,000	\$82,000	36	\$80,000	\$82,000
37	\$82,000	\$84,000	37	\$82,000	\$84,000
38	\$84,000	\$86,000	38	\$84,000	\$86,000
39	\$86,000	\$88,000	39	\$86,000	\$88,000
40	\$88,000	\$90,000	40	\$88,000	\$90,000
41	\$90,000	\$92,000	41	\$90,000	\$92,000
42	\$92,000	\$94,000	42	\$92,000	\$94,000
43	\$94,000	\$96,000	43	\$94,000	\$96,000
44	\$96,000	\$98,000	44	\$96,000	\$98,000
45	\$98,000	\$100,000	45	\$98,000	\$100,000
46	\$100,000	\$102,000	46	\$100,000	\$102,000
47	\$102,000	\$104,000	47	\$102,000	\$104,000
48	\$104,000	\$106,000	48	\$104,000	\$106,000
49	\$106,000	\$108,000	49	\$106,000	\$108,000
50	\$108,000	\$110,000	50	\$108,000	\$110,000
51	\$110,000	\$112,000	51	\$110,000	\$112,000
52	\$112,000	\$114,000	52	\$112,000	\$114,000
53	\$114,000	\$116,000	53	\$114,000	\$116,000
54	\$116,000	\$118,000	54	\$116,000	\$118,000
55	\$118,000	\$120,000	55	\$118,000	\$120,000
56	\$120,000	\$122,000	56	\$120,000	\$122,000
57	\$122,000	\$124,000	57	\$122,000	\$124,000
58	\$124,000	\$126,000	58	\$124,000	\$126,000
59	\$126,000	\$128,000	59	\$126,000	\$128,000
60	\$128,000	\$130,000	60	\$128,000	\$130,000
61	\$130,000	\$132,000	61	\$130,000	\$132,000
62	\$132,000	\$134,000	62	\$132,000	\$134,000
63	\$134,000	\$136,000	63	\$134,000	\$136,000
64	\$136,000	\$138,000	64	\$136,000	\$138,000
65	\$138,000	\$140,000	65	\$138,000	\$140,000
66	\$140,000	\$142,000	66	\$140,000	\$142,000
67	\$142,000	\$144,000	67	\$142,000	\$144,000
68	\$144,000	\$146,000	68	\$144,000	\$146,000
69	\$146,000	\$148,000	69	\$146,000	\$148,000
70	\$148,000	\$150,000	70	\$148,000	\$150,000
71	\$150,000	\$152,000	71	\$150,000	\$152,000
72	\$152,000	\$154,000	72	\$152,000	\$154,000
73	\$154,000	\$156,000	73	\$154,000	\$156,000
74	\$156,000	\$158,000	74	\$156,000	\$158,000
75	\$158,000	\$160,000	75	\$158,000	\$160,000
76	\$160,000	\$162,000	76	\$160,000	\$162,000
77	\$162,000	\$164,000	77	\$162,000	\$164,000
78	\$164,000	\$166,000	78	\$164,000	\$166,000
79	\$166,000	\$168,000	79	\$166,000	\$168,000
80	\$168,000	\$170,000	80	\$168,000	\$170,000
81	\$170,000	\$172,000	81	\$170,000	\$172,000
82	\$172,000	\$174,000	82	\$172,000	\$174,000
83	\$174,000	\$176,000	83	\$174,000	\$176,000
84	\$176,000	\$178,000	84	\$176,000	\$178,000
85	\$178,000	\$180,000	85	\$178,000	\$180,000
86	\$180,000	\$182,000	86	\$180,000	\$182,000
87	\$182,000	\$184,000	87	\$182,000	\$184,000
88	\$184,000	\$186,000	88	\$184,000	\$186,000
89	\$186,000	\$188,000	89	\$186,000	\$188,000
90	\$188,000	\$190,000	90	\$188,000	\$190,000
91	\$190,000	\$192,000	91	\$190,000	\$192,000
92	\$192,000	\$194,000	92	\$192,000	\$194,000
93	\$194,000	\$196,000	93	\$194,000	\$196,000
94	\$196,000	\$198,000	94	\$196,000	\$198,000
95	\$198,000	\$200,000	95	\$198,000	\$200,000
96	\$200,000	\$202,000	96	\$200,000	\$202,000
97	\$202,000	\$204,000	97	\$202,000	\$204,000
98	\$204,000	\$206,000	98	\$204,000	\$206,000
99	\$206,000	\$208,000	99	\$206,000	\$208,000
100	\$208,000	\$210,000	100	\$208,000	\$210,000

Compensation Practices

- Of the nine (9) cities contacted only six (6) responded.
- Full-Time Work Schedules:
 - All organizations work a 40-hour week in general government; **so does Mount Dora**
 - Fire/EMS average between 53-56 hours/week; **Mount Dora Fire/EMS average 53 hours/week**
 - Police Officers average between 40-42 hrs/week; **Mount Dora Police average 42 hours/week**
- Formal Pay Ranges** are used in all comparable organizations; **so does Mount Dora**
- Determination of pay grades: Comparable organizations use a combination of formal job evaluation and market data – the same method of the current study; **Mount Dora used an informal ranking prior to this study.**
- COLAs of 0-3% were common among the comparable organizations; **Mount Dora's COLA is 2%**
 - Pay ranges were moved with the COLA
 - Employee salaries were raised by the same amount
- One of the cities reported using merit-based pay increases only, rather than a COLA; **Mount Dora administers merit-based pay increases in addition to the COLA**

****Formal pay range = Defined range with specified minimum and maximum amounts**

\$15 Minimum Wage Analysis

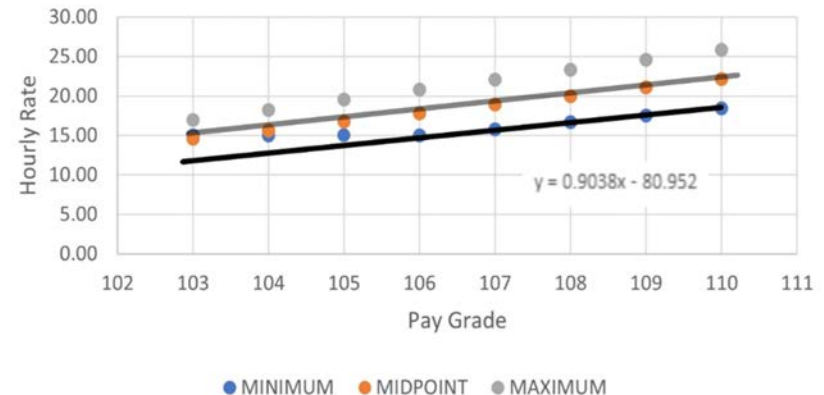
Disturbed Pay Structure Due to \$15 Minimum
Mount Dora, FL (2021)



- \$10.00 on September 30, 2021;
- \$11.00 on September 30, 2022;
- \$12.00 on September 30, 2023;
- \$13.00 on September 30, 2024;
- \$14.00 on September 30, 2025;

Since this minimum will be phased in over 5 years, it will have a muted effect due to expected Cost of Living Increases (COLAs). If COLAs of at least 4.4% are implemented over the next few years, by 2026 the minimum of this pay structure will be about \$15 to bring the pay structure in line with the new minimum wage.

Disturbed Pay Structure Due to \$15 Minimum
Mount Dora, FL (2021)

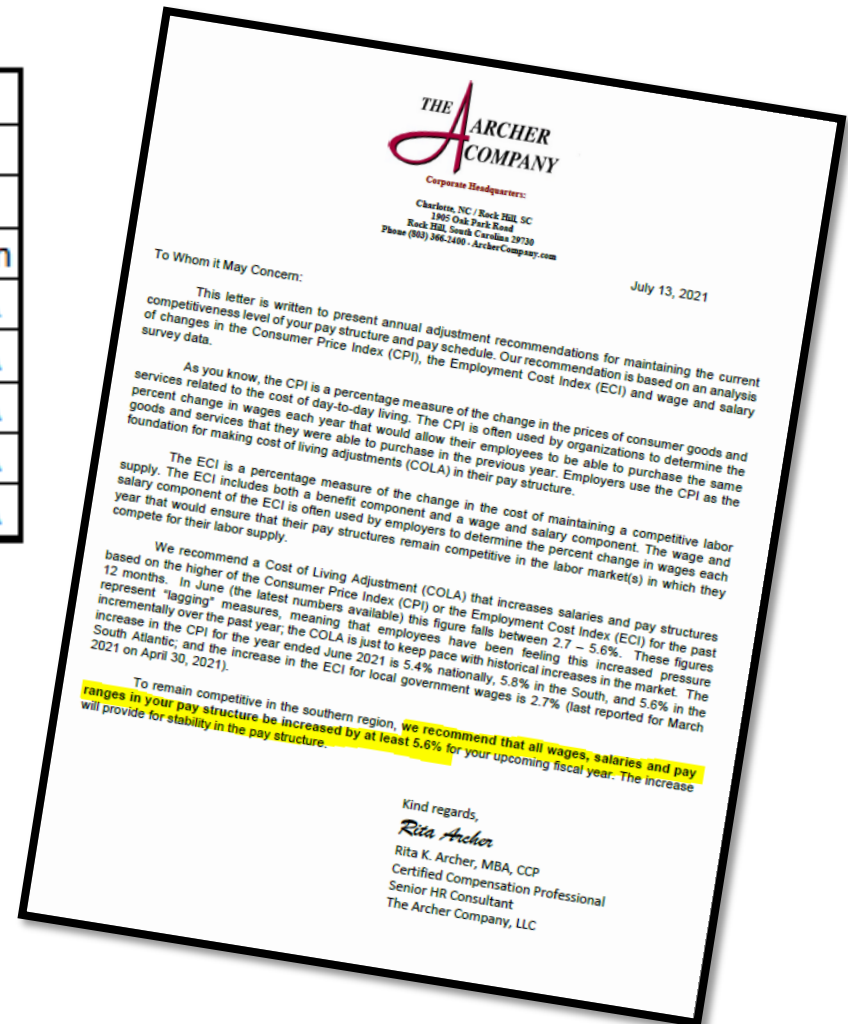


\$15 Minimum Wage Phase-in

Table 3. Phase in of \$15/hour Minimum Wage

City of Mount Dora, Florida			
DATE	Minimum	Mt.Dora	
Oct 1st	Wage	Minimum	Notes
2021	\$10.00	\$ 12.14	Study Recommendation
2022	\$11.00	\$ 12.67	4.4% minimum COLA
2023	\$12.00	\$ 13.23	4.4% minimum COLA
2024	\$13.00	\$ 13.81	4.4% minimum COLA
2025	\$14.00	\$ 14.42	4.4% minimum COLA
2026	\$15.00	\$ 15.05	4.4% minimum COLA

Questions?



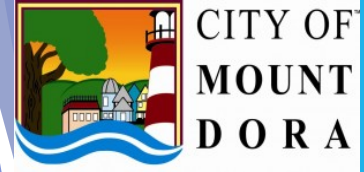


CITY OF
MOUNT
D O R A

CITY OF MOUNT DORA, FL

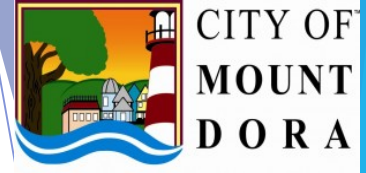
BUDGET WORKSHOP
AUGUST 19TH , 2021

OVERVIEW



- Guiding principles
- American Rescue Plan
- Budget overview and key drivers
- City Wide Budget
 - General Fund
 - Other Governmental Funds
 - Capital Outlay
 - Capital Improvements
- Next steps
- Budget Terms

2022 GUIDING PRINCIPLES



- Maintain service levels
- Maintain the City's basic infrastructure
- Maintain the public's safety
- Assure compliance with all federal, state and local laws and codes
- Retain competitive pay and benefits

AMERICAN RESCUE PLAN SUMMARY

➤ Support public health expenditures	\$ 200,000
➤ Address negative economic impacts	250,000
➤ Replace lost public sector revenue	1,150,000
➤ Provide premium pay for essential workers	155,000
➤ Invest in water, sewer and broadband infrastructure	<u>5,515,392</u>
Total	\$ 7,270,392

We have thirty-six months to spend this money, therefore all purchasing practices will be followed per our Purchasing Policy.

FY2022 KEY DRIVERS



- ▶ Salaries & Benefits
 - ▶ Pay and Classification Study
- ▶ Property & Casualty 5% Increase
- ▶ Inflation – CPI August report is still at 5.4%
 - Fuel
 - Utilities
 - Construction Cost
 - Operating Supplies
- ▶ Updated Studies
 - ▶ Utilities Rate Study
 - Water/ Wastewater
 - Sanitation
 - Stormwater
 - Rate increase effective January 1st 2022
 - ▶ Cost allocation, ROI and PILOT

FY2022 BUDGET OVERVIEW



- ▶ Overall Budget
 - ▶ Citywide Total Budget \$103,457,440
 - General Fund \$24,676,761
 - Other Governmental Funds \$37,165,941
 - Debt Service \$2,338,909
 - Enterprise Funds \$39,275,829
 - Millage rate of \$6.0000
 - ▶ Citywide Capital Outlay of \$1,285,468
 - ▶ Citywide New Capital Improvement Projects of \$20,571,753
- ▶ Citywide Debt – Currently \$54,063,944
 - ▶ Governmental Funds - \$23,610,100
 - Issuance of new debt of \$566,500
 - ▶ Enterprise Funds - \$30,453,844
 - Issuance of new debt of \$6,500,000

BUDGET SUMMARY

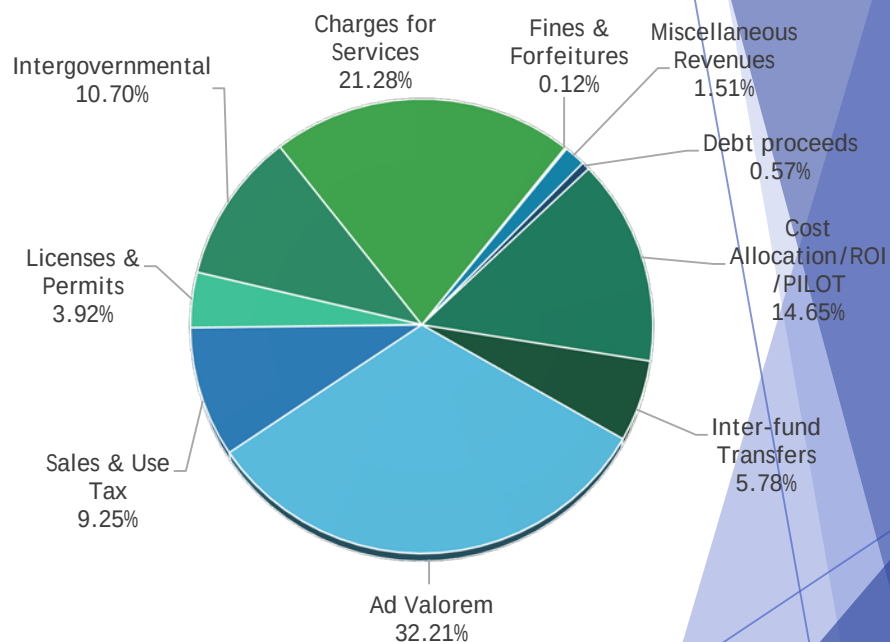


	FY 2021/22	
Fund	Proposed Budget	%
General Fund - 001	24,596,761	23.77%
Discretionary Sales Tax - 111	1,397,455	1.35%
CRA - 117	2,659,291	2.57%
Northeast CRA - 118	1,544,938	1.49%
Law Enforcement Trust Fund - 120	23,500	0.02%
Building Division - 123	1,815,663	1.75%
Police Impact Fee -124	177,781	0.17%
Fire Impact Fee - 125	420,000	0.41%
Library Impact Fee - 126	502,293	0.49%
Parks Impact Fee - 127	943,520	0.91%
Fire Assessment Fee - 131	1,882,601	1.82%
Debt Service - 200	2,338,909	2.26%
Capital Projects - 310	5,308,422	5.13%
Electric - 410	10,775,222	10.42%
Electric Constuction Fund - 415	834,200	0.81%
Water/Sewer Utility - 421	21,817,604	21.09%
Water/Wastewater Impact Fee - 422	1,618,343	1.56%
Water Impact Fee - 423	647,816	0.63%
Water / Wastewater Construction - 425	13,947,392	13.48%
Sanitation Utility - 430	2,810,078	2.72%
Stormwater Utility - 440	1,606,766	1.55%
Stormwater Construction - 445	481,739	0.47%
Cemetery - 450	80,000	0.08%
Vehicle Replacement - 501	633,158	0.61%
Self Insured Health - 510	3,527,125	3.41%
Property/Casualty/Insurance Fund -515	1,066,863	1.03%
Total All Funds	\$103,457,440	100%

GENERAL FUND - REVENUES



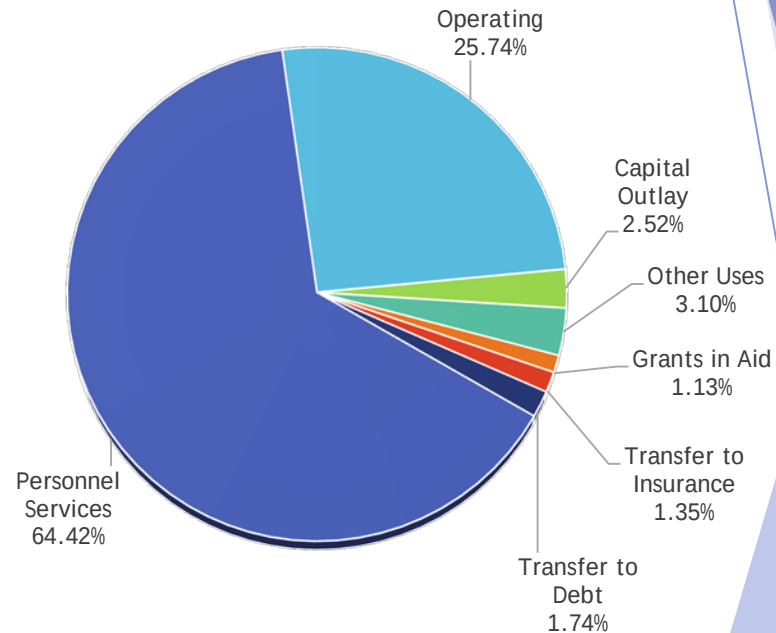
General Fund Sources	FY 2021/22 Proposed	% of Total
Ad Valorem	\$7,922,582	32.21%
Sales & Use Tax	\$2,274,934	9.25%
Licenses & Permits	\$965,184	3.92%
Intergovernmental	\$2,631,755	10.70%
Charges for Services	\$5,234,900	21.28%
Fines & Forfeitures	\$30,729	0.12%
Miscellaneous Revenues	\$370,370	1.51%
Debt proceeds	\$140,000	0.57%
Cost Allocation/ROI/PILOT	\$3,604,250	14.65%
Inter-fund Transfers	\$1,422,057	5.78%
Total	\$24,596,761	100.00%



GENERAL FUND - EXPENDITURES



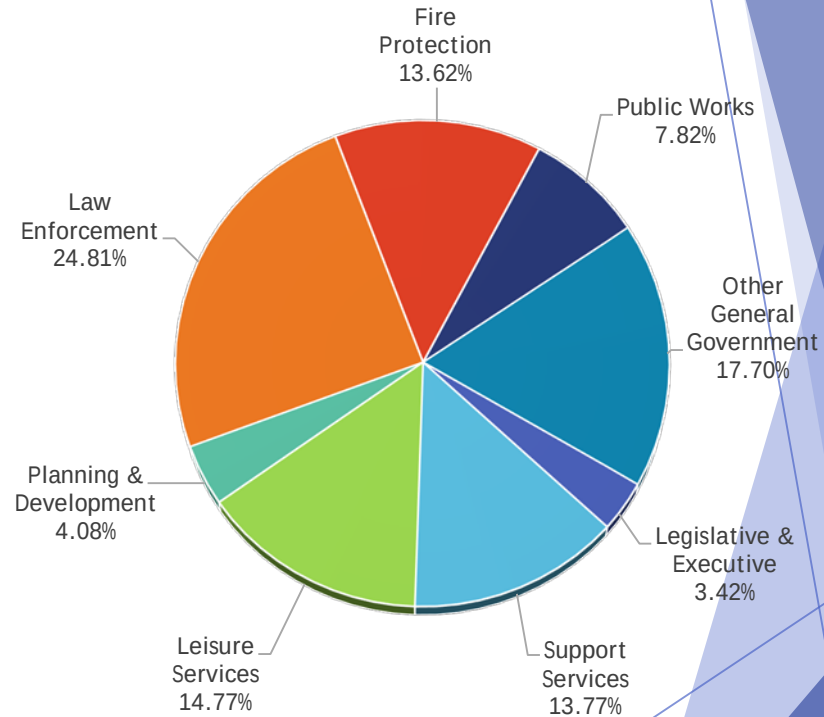
General Fund Uses	FY 2021/22 Proposed	% of Total
Personnel Services	\$15,671,335	63.71%
Operating	\$6,260,886	25.45%
Capital Outlay	\$613,663	2.49%
Other Uses	\$754,121	3.07%
Grants in Aid	\$275,000	1.12%
Transfer to Insurance	\$328,145	1.33%
Transfer to Debt	\$423,611	1.72%
Transfer to Capital	\$270,000	1.10%
Total	\$24,596,761	100.00%



GENERAL FUND EXPENDITURES BY DIVISION



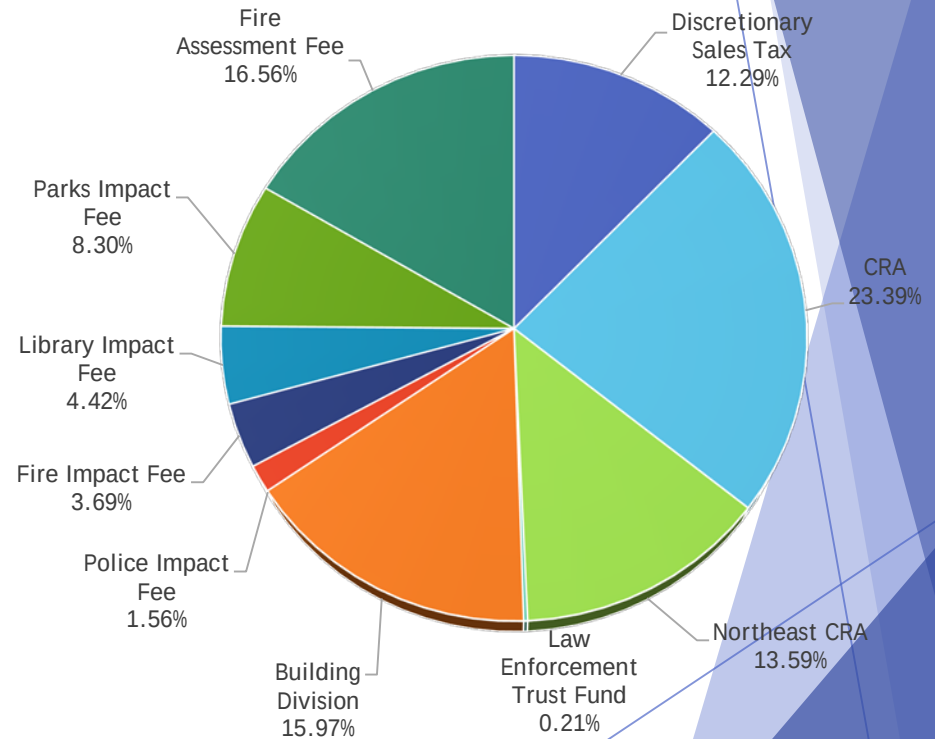
General Fund Division Expenditures	FY 2021/22 Proposed	% of Total
Legislative & Executive	\$840,136	3.42%
Support Services	\$3,387,940	13.77%
Leisure Services	\$3,633,998	14.77%
Planning & Development	\$1,003,744	4.08%
Law Enforcement	\$6,102,373	24.81%
Fire Protection	\$3,351,180	13.62%
Public Works	\$1,923,608	7.82%
Other General Government	\$4,353,782	17.70%
Total	\$24,596,761	100.00%



SPECIAL REVENUE FUNDS



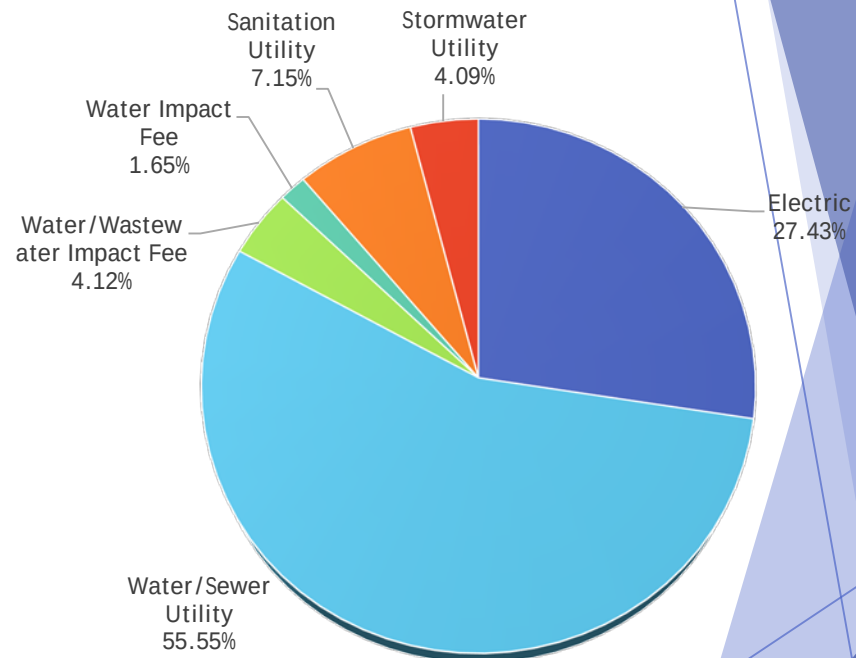
Fund	FY 2021/22 Proposed Budget	%
Discretionary Sales Tax	\$1,397,455	12.29%
CRA	\$2,659,291	23.39%
Northeast CRA	\$1,544,938	13.59%
Law Enforcement Trust Fund	\$23,500	0.21%
Building Division	\$1,815,663	15.97%
Police Impact Fee	\$177,781	1.56%
Fire Impact Fee	\$420,000	3.69%
Library Impact Fee	\$502,293	4.42%
Parks Impact Fee	\$943,520	8.30%
Fire Assessment Fee	\$1,882,601	16.56%
Total	\$11,367,042	100.00%



ENTERPRISE FUNDS



Fund	FY 2021/22 Proposed Budget	%
Electric	10,775,222	27.43%
Water/Sewer Utility	21,817,604	55.55%
Water/Wastewater Impact Fee	1,618,343	4.12%
Water Impact Fee	647,816	1.65%
Sanitation Utility	2,810,078	7.15%
Stormwater Utility	1,606,766	4.09%
Total	\$39,275,829	100.00%

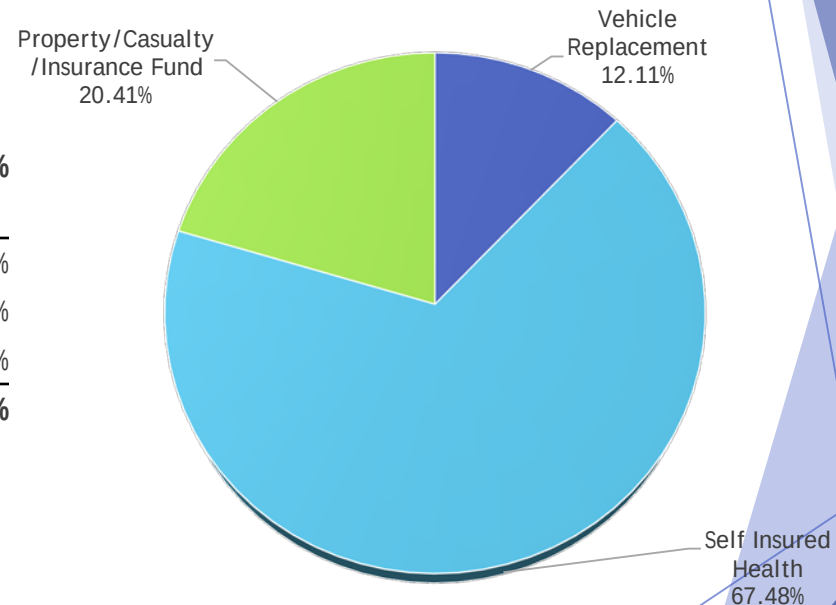


Utility Rate increases have been deferred to January 1, 2022. Power cost charges are currently under review and will be discussed with Council September 21st.

INTERNAL SERVICE FUNDS



Fund	FY 2021/22 Proposed Budget	%
Vehicle Replacement	\$633,158	12.11%
Self Insured Health	\$3,527,125	67.48%
Property/Casualty/Insurance Fund	\$1,066,863	20.41%
Total	\$5,227,146	100.00%



DEBT SERVICE SCHEDULE



Debt	Outstanding	FY 2021/22 Proposed P&I
Governmental		
2011 Capital Improvement Bonds	\$958,292	\$319,481
2013 CRA Bonds	\$1,373,584	\$196,594
2018 CRA Capital Improvement Revenue Note	\$1,549,943	\$223,330
2018 Fire Assessment	\$33,625,515	\$1,244,463
Governmental Total	\$37,507,334	\$1,983,868
Enterprise		
2018 Capital Improvement Bonds	\$19,484,800	\$694,200
2006 W & S Bonds - BOA SWAP	\$2,555,415	\$858,346
2014 W & S Bonds	\$7,985,175	\$345,066
*SRF Drinking Water Loan DW3514AO	\$1,669,173	\$48,518
*SRF Clean Water Loan 351470	\$2,953,553	\$0
2018 SRF Clean Water Loan WW351490	\$2,235,838	\$255,268
2017 SRF Clean Water Loan 351450	\$1,561,818	\$91,872
2017 SRF Clean Water Loan 351440	\$1,824,739	\$107,337
Enterprise Total	\$40,270,511	\$2,400,607
Total Debt Service	\$77,777,845	\$4,384,475

2022 PROPERTY TAX



CITY OF
MOUNT
DORA



2022 TOTAL ESTIMATED TAX BILL

$\$2,644.74 + \$209 = \$2,853.74$

2021 = \$2,763.37

Net = \$90.37

Mount Dora Difference \$25.12

This graphic displays what a homeowner pays in ad valorem taxes on a homesteaded property in the City of Mount Dora with an assessed value of \$182,607 less a \$50,000 Homestead Exemption. The staff recommend millage rate is \$6.000, all other entities maximum millage rates.

CAPITAL EXPENDITURES

GENERAL FUND (001)

CAPITAL OUTLAY



▶ Five marked police SUV's (replacement) *	\$287,500
▶ Two unmarked police SUV's (replacement) *	104,000
▶ Police Evidence Van (replacement) *	35,000
▶ Body & Vehicle Camera Upgrades (replacement) *	140,000
▶ Two off-lease Harley Davidson motorcycles	18,000
▶ Gator (replacement)	14,012
▶ Utility tractor (replacement)	16,151
▶ IT camera replacement	<u>10,000</u>
Total	\$ 624,663

**debt issuance*

GENERAL CONSTRUCTION (310)

CAPITAL IMPROVEMENTS

PROGRAM



▶ Lincoln Ave. Community Pool	\$800,000
▶ Tree Replacement Program	40,000
▶ Simpson Farmhouse Renovation	100,000
▶ Children's Library Expansion	145,688
▶ Palm Island Kayak/Canoe Launch	280,000
▶ Cauley Lott and Lillie Park (addt.)	600,000
▶ District 4 Park Land Acquisition	200,000
▶ Chautauqua/Stein Pocket Park - ADA Compliance	50,000
▶ Roads Resurfacing	250,000
▶ Traffic Calming	90,000
▶ Pedestrian Crossings/ADA compliance	60,000

GENERAL CONSTRUCTION (310) CAPITAL IMPROVEMENTS PROGRAM CONTINUATION



CITY OF
MOUNT
DORA

▶ Parking Solution per the Redevelopment Plan Re-budget	\$1,085,410
▶ Streetscape Repair Construction	291,260
▶ Signage	30,000
▶ Information Kiosks Re-budget	60,000
▶ Fiber Connection for Donnelly Parking Garage Security System	29,000
▶ 20 th Ave. Extension Re-budget	500,000
▶ Information Kiosk Re-budget	10,000
▶ Property purchase per redevelopment plan	150,000
▶ Public Safety Streetlight Improvements	35,000
▶ Signage and Community Beautification	30,000
▶ Community Resource & Recreation Center Design – Initial Design	<u>472,064</u>
Total	\$5,308,422

CAPITAL IMPROVEMENT ELECTRIC (415)



➤ Advance Metering Infrastructure (AMI)	\$ 300,000
➤ Substation	350,000
➤ Commercial Underground Project (Royellou Upgrade)	184,200
Total	<u>834,200</u>

CAPITAL IMPROVEMENTS W / WW (425)



➤ WWTP#1 Rehab Construction Phase I (SRF + SJWMD Grant)	\$ 8,000,000
➤ ARP - Automated Meters & Broadband connections	4,190,392
➤ ARP - Water Treatment Plant # 2 New Well	700,000
➤ ARP - Wastewater Treatment Plant#2 Odor Control	250,000
➤ ARP - Water Utility GIS	200,000
➤ ARP - Telemetry & SCADA Enhancement	175,000
➤ Limit Ave Reclaim Interconnect	145,000
➤ WWTP #2 Energy Efficiency	115,000
➤ Water Treatment Plant #1 High Service Pump replacement	84,000
➤ Alternative Water Supply	36,000
➤ Interconnect with City of Eustis	32,000
➤ Round Lake Elementary Water Main	<u>20,000</u>
Total	\$ 13,947,392

CAPITAL IMPROVEMENT STORMWATER (445)

➤ Liberty Ave Stormwater Treatment Project	\$ 345,739
➤ Boardwalk Drainage and Slope Stabilization	75,000
➤ Hilltop Drive Drainage Improvement (addt.)	<u>61,000</u>
Total	\$ 481,739

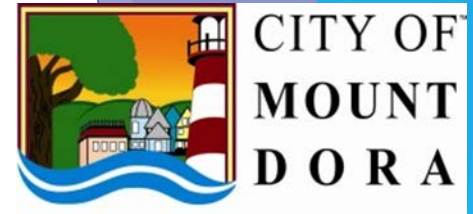
FY 2021-2022 BUDGET CUTS



Dept.	Item	Reduction Amount
PD	Body Armor	\$ (20,000)
PD	Sworn tactical	\$ (5,000)
PD	Communication Services	\$ (5,000)
Fire	Comprehensive Emergency Management Plan	\$ (35,000)
Fire	Fire Department strategic plan update	\$ (20,000)
Building Maintenance	Pressure Washing	\$ (3,000)
Building Maintenance	AC Repairs	\$ (5,000)
Building Maintenance	Electrical Repairs	\$ (5,000)
Building Maintenance	AC Supplies	\$ (2,000)
Building Maintenance	Training	\$ (1,000)
Roads & Streets	Other Contractual Serv	\$ (5,000)
Library	Library Operating Supplies	\$ (1,000)
Recreation	Recreation Operating Supplies	\$ (1,000)
Recreation	Special Events Supplies	\$ (2,400)
Parks	Training	\$ (600)
		<u>\$ (112,000)</u>

➤ Utilization of Impact Fee Funds	\$920,000
➤ Grant Revenues	\$400,000
➤ Operating reductions	<u>\$418,000</u>
Total of \$1,850,000	

NEXT STEPS



- ❑ 1st Public Hearing – September 7th at 5:30pm
 - ❑ Adopt Tentative Millage and Budget
 - ❑ New Monies
- ❑ 2nd Public Hearing – September 21st at 5:30pm
 - ❑ Adopt Final Millage and Budget
 - ❑ New Monies plus carryforward (Projects + Encumbrances)
 - ❑ Fee Schedule

QUESTIONS

??



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 5, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

SUBJECT: Request adoption of Resolution No. 2021-111, approval of the Collective Bargaining Agreement between the City of Mount Dora and the Florida State Lodge Fraternal Order of Police (FOP)

Introduction:

This is a request for City Council to approve Resolution No. 2021-111 which will ratify the Collective Bargaining Agreement between the City of Mount Dora and the Florida State Lodge Fraternal Order of Police.

Discussion:

The Florida State Lodge Fraternal Order of Police is the exclusive bargaining unit for the City employees employed in the Police Department in the classification of Full Time Police Officer, Police Corporal, Police Sergeant and non-sworn Communication Officers.

The existing Collective Bargaining Agreement between the City of Mount Dora and the FOP will expire on September 30, 2021. After negotiations, the parties have reached an agreement for execution of a new Collective Bargaining Agreement for the Full Time Police Officers, Police Corporals, Police Sergeants and non-sworn Communication Officers to be effective, upon approval of the City Council, for a period beginning October 1, 2021 and ending 9/30/2024.

The FOP has ratified the agreement.

Budget Impact:

This is part of the Fiscal Year 2021-2022 Proposed Budget as presented to Council.

Strategic Impact:

Attract and maintain city human resources through competitive compensation and benefits.

Recommendation City Council approve Resolution No. 2021-111, Ratification of the Collective Bargaining Agreement between the City of Mount Dora and the Florida State Lodge Fraternal Order of Police by Mayor signature on Exhibit A.

Attachment(s):

1. Reso 2021-111.CBA for Police.SGS
2. Exhibit A, CBA for FOP

Prepared by: Sharon Kraynik, Human Resources Director
Reviewed by: Sharon Kraynik, Human Resources Director
John McKinney, Finance Director
Sherry Sutphen, City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Charles Revell, Interim City Manager

Approved - 9/21/2021
Approved - 9/21/2021
Approved - 9/28/2021
Approved - 9/28/2021
Approved - 9/29/2021
Final Approval - 9/30/2021

RESOLUTION NO. 2021-111

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE FULL TIME POLICE OFFICER, POLICE CORPORAL, POLICE SERGEANT AND NON-SWORN COMMUNICATIONS OFFICER EMPLOYEES COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC.; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS PROVISION; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida State Lodge Fraternal Order of Police, Inc. (FOP), is the exclusive collective bargaining unit for the City of Mount Dora employees who are employed in the Police Department under the classification of Full Time Police Officer, Police Corporal, Police Sergeant and Non-Sworn Communications Officers; and

WHEREAS, the existing FOP Collective Bargaining Agreement between the City and the FOP related to the specified Police Department employees will expire on September 30, 2021; and

WHEREAS, the parties have negotiated a new Collective Bargaining Agreement for the Full Time Police Officer, Police Corporal, Police Sergeant and Non-Sworn Communications Officer employees to be effective upon approval of the City Council, for a period ending September 30, 2024 (Agreement); and

WHEREAS, the FOP Collective Bargaining Unit has ratified the Agreement; and

WHEREAS, the City of Mount Dora Human Resources Director recommends approval of the Agreement.

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

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

SECTION 2. Approval of Agreement. The City of Mount Dora hereby authorizes the Mayor to execute the Agreement between the City and the FOP related to Full Time Police Officer,

Police Corporal, Police Sergeant and Non-Sworn Communications Officer employees, attached hereto as **Exhibit A**.

SECTION 3. Implementation of Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings Provision. All prior actions of the City of Mount Dora pertaining to the Agreement between the City and the FOP, related to Full Time Police Officer, Police Corporal, Police Sergeant and Non-Sworn Communications Officer employees, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this 5th day of October, 2021.

CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:

JESSICA BURNHAM, CITY CLERK

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

Sherry G. Sutphen, City Attorney

EXHIBIT “A”
Collective Bargaining Agreement between
the City of Mount Dora and
the Florida State Lodge Fraternal Order of Police, Inc.

MOUNT DORA POLICE

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF MOUNT DORA

AND THE

*FLORIDA STATE LODGE
FRATERNAL ORDER OF POLICE, INC.*

OCTOBER 01, 2021

THROUGH

SEPTEMBER 30, 2024



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PREAMBLE

This Agreement is entered into, by and between the City of Mount Dora, and hereinafter referred to as the City or the Employer, and the Florida State Lodge Fraternal Order of Police, Inc. hereinafter referred to as the Union or the FOP.

It is the purpose of this Agreement to provide for the equitable and peaceful adjustment of differences which may arise during its term concerning the meaning, application, or enforcement of any of its provisions, and to establish proper standards of wages, monetary benefits, hours, and other conditions of employment upon which they are earned during the term of this Agreement. It is also intended to set forth the rights, prerogatives, and authority of the City as they relate to employment hours and terms and conditions.

ARTICLE 1

RECOGNITION

The City recognizes the FOP as the exclusive Bargaining Representative for the Bargaining Unit of employees of the City's Police Department in the classifications set forth in PERC Certification Number 1230.

INCLUDED: All full-time non-exempt law enforcement personnel in the ranks of police officer, corporal, sergeant and non-sworn communication officers.

ARTICLE 2

NON-DISCRIMINATION

Neither the Union, nor the City, shall discriminate against any employee on the basis of race, color, religion, age, sex, pregnancy, national origin, handicap, marital status, or Union membership or non-membership. The use in this Agreement of the designation “he” in referring to an employee shall mean “he” or “she” wherever used.

ARTICLE 3

UNION BUSINESS

- 3.1 The Union will inform the City in writing of its designated local representatives, who shall be members of the Bargaining Unit, on the signing of this Agreement and when a change occurs. A grievance may be processed during duty hours so long as the processing does not interfere with the police department's operations.
- 3.2 Union local representatives and employees shall be allowed to communicate official Union business to members in non-work areas and during non-work time to the extent that duty responsibilities are not disrupted or interfered with.
- 3.3 Upon request by the Union, the City shall provide, at cost of reproduction established pursuant to Florida Statute 119.07(1) (a), copies of the classification position control roster. The roster shall contain names, step, and grade of all Bargaining Unit Members.
- 3.4 Designated local representative(s) will be released from duty with pay, if on duty, for the purpose of attendance at grievance hearings and collective bargaining sessions subject to duty requirements as determined by the Chief of Police or designee. Administrative time, paid at straight time, will be available with prior approval for the representative(s) to adjust duty hours to facilitate necessary union related meetings.
- 3.5 In no case will an off-duty representative be compensated for conducting Union business.

ARTICLE 4

EMPLOYEE DISCIPLINARY PROCEDURES

- 4.1 A copy of the department's Rule and Regulations, Policies and Procedures, Standard Operating Procedures, and General Orders, will be placed in the patrol room at the Police Department and will be available to employees at all times. Each officer will be provided with a set of the department's Rules and Regulations, Policies and Procedures, Standard Operating Procedures, and General Orders.
- 4.2 Any complaint filed against a unit member with the Mount Dora Police Department, and all information obtained pursuant to the investigation of such complaint, shall be confidential until the conclusion of the internal investigation or the investigation ceases to be active without a finding relating to probable cause, except that any unit member who is the subject by the complaint and witnesses immediately prior to the beginning of this investigative interview.
- 4.3 In accordance with Florida State Statute 112, as amended from time to time, whenever a sworn officer is under investigation or subject to interrogation by the Police Department for any reason that could lead to disciplinary action, demotion, or dismissal, such investigation shall be conducted under the following conditions:
 - A. The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required. If the employee is off-duty at the time of the interrogation, the employee will be compensated at the regular established rate.
 - B. The interrogation shall take place in a City of Mount Dora building. If the interrogation is to be conducted by or for another agency, it shall be conducted at either the investigative agency's office or at a City of Mount Dora building.
 - C. The employee under investigation shall be informed of the rank, name and command of the person in charge of the investigation, the interrogating officer and all persons present during the interrogation. All questions directed to the employee under investigation shall be asked by and through one interrogator at any one time.
 - D. The employee under investigation shall be informed of the nature of the investigation prior to any interrogation, and he shall be informed of the name of all complainants in accordance with the Officer Bill of Rights. (FS112)
 - E. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

- F. The employee under interrogation shall not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action, except that the employee may be disciplined for refusing to answer questions relating to the performance of his job duties as it relates to this investigation. No promise of reward shall be made as inducement to answer any questions.
 - G. The formal interrogation of an employee, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements. The employee and/or their representative shall also be allowed to record any interrogating session.
 - H. If the employee under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.
 - I. At the request of any employee under investigation, he shall have the right to be represented by counsel or any other representative of his choice, who shall be present at all times during such interrogation whenever the interrogation relates to the employee's continued fitness for employment.
 - J. Where an attorney or employee representative is requested but cannot be present within 3 work days of notification, the employee shall be required to obtain another employee representative or counsel. When an employee representative or counsel is present, he or she may advise the employee as to the employee's rights under applicable rules, regulations, and the current labor agreement. Upon the conclusion of an Internal Investigation by the Chief of Police, the employee will be provided with a copy of the disciplinary investigation and disciplinary recommendations. An employee may request a copy of written or taped transcripts upon providing payment for the transcripts or supplying a blank tape for copying.
 - K. During internal investigations or interrogations, questions must be limited to the circumstances surrounding the employee's alleged violation, and information relating directly to the violation at hand.
 - L. Florida State Statute Section 112.532 sets forth the exclusive forum and remedies for violation of one's rights secured by Section 112.532, 533, and 534.
- 4.4 A. If a traffic-related offense is committed in an off-duty status, the employee cannot be required, as a condition of employment, to submit to any test designed to determine intoxication or the presence of alcohol or a controlled substance in the body, in accordance with Florida Statutes. If an employee commits a traffic related offense that bears upon his continued fitness for employment, the employee may be disciplined up to and including termination.

- B. Neither the City, its officers and employees, nor the Union or Unit Members will, at any time, make public statements regarding disciplinary proceedings in progress against an employee.
- C. When the City deems it necessary, an employee under disciplinary investigation may be relieved of duty without pay for a period of up to ten (10) working days. At the end of the ten (10) working day period, the employee shall either be returned to duty or formal disciplinary action will be initiated.

The ten (10) working days relief of duty shall be credited toward any discipline invoked as a result of the disciplinary investigation for which the employee was relieved. When the disciplinary investigation is finalized, the employee shall be reimbursed for any portion of the ten (10) working days in excess of any suspensions invoked as a result of the disciplinary investigation for which the employee was relieved. Employees who are terminated as a result of the disciplinary investigation shall not be reimbursed.
- D. The findings of internal affairs investigations shall be labeled "sustained" (charges supported by competent evidence), "unfounded" (act or incident did not occur), "not sustained" (not supported by competent evidence), "exonerated" (act was justifiable or excusable), or "policy failure/deficiency". No other terminology may be used.
- E. The charges "conduct unbecoming an officer", "incompetence", "carelessness" and "insubordination", must contain the specific details of the charged conduct

4.5

- A. No employee shall be disciplined or discharged without proper cause. The disciplinary guidelines and types of disciplinary actions set forth in Section 11 of the City's Personnel Policies and Procedures shall apply to all Bargaining Unit employees.
- B. The disciplines of oral reprimand, demotion, and termination shall be invoked immediately. All other disciplines shall be invoked at the conclusion of Step Four of the Grievance Procedure.

4.6 Any employee, who is summoned before a departmental investigator or internal affairs during his off-duty hours, will be compensated at the employee's rate of pay, with a 2 hour minimum guaranteed. An employee will only be summoned to return for an administrative investigation only under exigent circumstances (ie. Officer Safety, public safety).

4.7 All employees have the right to inspect and make notes of their individual records during normal administrative office hours and no such records will be denied inspection by the employer.

- 4.8 Discipline and discharge shall only be grieved through the Grievance Procedure as outlined in Article 28.
- 4.9 Neither oral reprimands, nor the first written reprimand, given in a twelve (12) month period, are subject to the arbitration process. If a second written reprimand is given for the same or similar violation in a twelve (12) month period, the grievant may proceed to arbitration as provided in Article 29 of this Agreement.
- 4.10 Internal investigations should be completed within ninety (90) calendar days of the Officer being officially served. If for some reason this is not possible, the Chief of Police or designee will notify the person charged and explain the reason for the delay in writing. Duration of the investigation will be in accordance with the Officer Bill of Rights. (FS112)
- 4.11 Types of Disciplinary

For one (1) violation, there will be one (1) type of discipline. The types of discipline shall be as follows in accordance with General Order 202:

1. Oral Reprimand
2. Written Censure
3. Suspension Without Pay up to two hundred forty (240) work hours per violation. Upon request of the employee and approval of the Chief of Police (or designee), the forfeiture of accrued personal leave in lieu of suspension without pay is permitted provided the violation does not involve indebtedness to the City.
4. Demotion
5. Termination

4.12 Progressive Discipline

Discipline will be consistent and progressive for similar or substantially similar violations in the preceding 7-year period. An employee's 7-year prior discipline history and any of the following: the nature and seriousness of the offense, and whether the offense was intentional and technical or inadvertent, or was committed maliciously, or was frequently repeated, the relation to employee's duties, position, and responsibilities, the employee's job level and type of employment, including supervisor or fiduciary role, contact with the public and prominence of the position, the effect of the offense upon grievant's ability to perform at a satisfactory level and its effect upon supervisor's confidence and grievant's ability to perform assigned duties, the notoriety of the offense or its impact upon the reputation of the employer shall be proper cause for the discipline to be enhanced above the progressive discipline for similar or substantially similar violations in the preceding 7-year period.

- 4.13 Any "sustained" findings inserted in an employee's supervisory file shall be removed after one (1) year. The employee's disciplinary file will be retained in accordance with Florida

State Statutes or as otherwise legally provided by law. Policy failure, unfounded, exonerated and not sustained investigations shall be removed from an employee's disciplinary file after one (1) year. Sustained investigations resulting in discipline of Oral Reprimand or Written Censure shall be removed from an employee's disciplinary file after three (3) years. Sustained investigations resulting in discipline of Suspension or Demotion shall be removed from an employee's disciplinary file after five (5) years. Sustained investigations, initiated on or after 10/01/21 resulting in discipline of a Suspension of less than 32 hours shall be removed from an employee's disciplinary file after five (5) years. Sustained investigations resulting in discipline of a Suspension equal to or greater than 32 hours or Demotion shall be removed from an employee's disciplinary file after seven (7) years. Files shall include computer/digital records.

ARTICLE 5

SAFETY AND HEALTH

- 5.1 The City and the Union will cooperate in the continuing objective of eliminating accidents and health hazards.
- 5.2 Employees covered by this Agreement shall not be required to use a vehicle or piece of equipment reasonably deemed unsafe as provided herein. With respect to vehicles, the term reasonably safe shall relate to brakes, tires, lights, police emergency flashers, horns, sirens and/or steering.
- 5.3 Whenever an employee covered by this Agreement determines that a vehicle or other equipment is unsafe and, therefore, unfit for service because it is a hazard to him or to the public, or both, he shall immediately inform his shift sergeant. If the shift sergeant concurs, a Bureau Commander shall be notified. If the Bureau Commander concurs, the unsafe vehicle or other equipment shall not be used until it has been inspected and determined safe by the Bureau Commander.
- 5.4 If the unsafe equipment is a vehicle and the nature of the unsafe condition is such that it should not be driven, the vehicle may be dead lined at the location where it is deemed unsafe. In no case will police vehicles or equipment be left unattended at a place other than the Police Department. However, if the nature of the unsafe condition is such that the employee can drive the vehicle to a place of repair without hazard to himself or the public, he shall do so. The employee's supervisor will be notified prior to any action. The supervisor will contact a lieutenant who will make a final determination as to what action will be taken.
- 5.5 Officers unassisted will not be required to transport persons detained in a vehicle not equipped with a cage, except in an emergency, and then another officer will assist the transporting officer.
- 5.6 Physical Agility Test (PAT)

The purpose of this Article is to establish health and fitness standards for Mount Dora Police Department in an effort to promote and encourage overall fitness and to ensure the safety and well-being of all personnel. Additionally, sworn employees are expected to maintain a satisfactory level of health and physical fitness required to perform the task assigned.

- A. This agency considers physical and mental health to be essential aspects of the law enforcement function (See job descriptions of Police officer attached as Exhibits A

and B to this policy). Sworn members must be sufficiently fit to perform under adverse conditions, pursue and subdue subjects, and appropriately protect and defend themselves. Additionally, it is widely accepted that physical fitness promotes self-esteem and increases member confidence.

Sufficient evidence supports that benefits from participation in a health and fitness program include the following:

1. Regular physical exercise reduces the effects of stress on the human body.
2. A physically fit employee is less susceptible to common injuries, and, if injured, tends to recover more rapidly.
3. Specific physical and mental health risks, such as heart disease, diabetes, orthopedic disorders and anxiety, are less likely to occur in individuals who exercise on a regular basis.
4. Physically fit sworn members tend to perform their duties with greater ease and tend to utilize less sick-leave.

- B. To ensure the safety and well-being of its sworn members and employees, this agency will provide a health and fitness program. Due to the physical demands of a sworn employee in their assigned task, this program will be voluntary for the duration of this Collective Bargaining Agreement.

All sworn and non-sworn members are encouraged to participate in this health and fitness program.

- C. Minimum Requirements for the Physical Abilities Test (PAT)

1. All sworn members may successfully complete the PAT annually as scheduled by the Training Coordinator or designee as set forth.
2. Testing will be limited to times of day with due regard for temperature and humidity.
3. Sworn law enforcement members meeting the established minimum standard of 8 minutes, 30 seconds (8:30:00) for the law enforcement PAT course will be deemed to have successfully completed the PAT. Upon successful completion of the PAT, sworn members will receive 8 hours, 10 hours or 12 hours of PAT time (designation on time sheet), depending on their assigned schedule at the time of the testing. The PAT time will expire after one year of completion.

- D. Administering the Physical Abilities Test (PAT):

1. Administration of the Physical Abilities Test may only be conducted by PAT-certified personnel. The Training Coordinator and/or his designees are required

to be PAT-certified. PAT- certification can be achieved after instruction on "Physical Abilities Testing Requirements and Responsibilities" and documented by Training personnel.

2. On an annual basis, the Training Coordinator will schedule, test, and record PAT results for each employee voluntarily participating and forward the successful completion of the PAT to the Chief of Police for approval of PAT time distribution.
3. Two PAT-certified personnel with separate timing devices will be present for each PAT conducted. The lowest time will be recorded on a sign in roster.

Physical Abilities Course

Directions: Law Enforcement Staff

Exit Patrol Vehicle:

Start by sitting in a vehicle with the seat belt on and both hands on the steering wheel.

The instructor will give the employee a description of a suspect
(Using two descriptors: i.e. white shirt & blue jeans).

The instructor will then give direction to START (timing starts). The participant must remove the seat belt and exit the vehicle, SHOULDER a long gun (located on the front seat), from behind the driver's door, then place it back in the vehicle. This task will test small motor skills and ability to think under stress.

Four Foot Wall:

The employee then will run approximately 40 yards to a four-foot wall where they must maneuver over the wall. This task will test for leg and upper body strength.

Serpentine:

The employee will run a 20-yard serpentine consisting of 10 poles spaced approximately 3 yards apart. The participant may not pull or push off of the poles. This task will test agility.

Hurdles:

The employee will cross over three hurdles (individually) at heights of approximately 12", 18" and 24". If any of the cross-bars are knocked off, the participant must replace the bar and re-start at the first hurdle. This task will test leg strength and agility.

Low Crawl:

The employee will crawl under approximately 27" cross-bars approximately 8' in length. If any of the cross-bars are knocked off, the participant must replace the bar and re-start at the beginning of the low crawl. This task will test flexibility and agility.

Broad Jump:

The employee must jump or step over a ditch approximately 3- feet long. If the participant lands in the hole they must re-attempt the broad jump. This task will test leg strength and agility.

Pipe Crawl:

The employee must pass through a large concrete pipe about 6' in length. This will test lower back flexibility and agility.

Balance Poles:

The employee must cross approximately 30 feet on horizontal poles without stepping off or falling. If the participant falls or steps off before at least one foot touches or crosses the red stripe, they must re-start the balance poles from the beginning. This task will test balance and agility.

Ladder Climb:

The employee must climb up a vertical ladder (approximately 15') touch the bell at the top then climb down stepping on the next-to-last rung (marked in red) with at least one foot. If the participant fails to step on the red rung, they must re-attempt the ladder climb. This will task leg and arm strength.

Stair Climb:

The employee will walk or run up a flight of stairs then down another flight making sure to step on the next-to-last stair (marked in red) with at least one foot. The participant is not required to touch every step but failure to step on the red step will require a re-start. This will task for leg strength and agility.

Six Foot Wall Climb:

The employee must maneuver over a six-foot wall. This will task upper body, leg strength and agility.

Door Entry/Identification:

The employee must approach a door. They must then open the door to encounter three numbered suspect posters. The participant must then correctly identify the number marked on the suspect that matches the description given at the start of the course by calling out "1

", "2", or "3". This task will test the applicant's/employee's ability to think and retain information while under physical stress.

Window Climb:

The employee will approach and climb through an approximate 30" by 30" opening, which is approximately 40" off of the ground. This task will test flexibility and agility.

Sled Drag:

The employee must approach the sled drag, by first rounding the post marked in red (west side) regardless of where the sled is located. The participant must then drag the 150 pound sled in the opposite direction (approximately 70 feet) until the REAR edge of the sled passes the ending markers. NOTE: The evaluator must position the sled (and handle) so that the front edge of the sled is aligned with the starting markers PRIOR to the participants approach. This task will test leg and arm strength.

100 yard Run:

This employee will run at least 100 yards back to the patrol vehicle. This task will test quickness and stamina.

Dry Fire/Radio Communication:

The employee will approach the table behind the vehicle and retrieve the training handgun at which time they will dry fire it 6 times with each hand and place the weapon back on the mat on the trunk. The participant will then enter the vehicle, pick up the radio microphone and simulate a transmission identifying their ID number and "assignment complete" (timing ends). This task will test fine motor skills and the participant's ability to communicate under physical stress.

- 5.7 Each sworn Bargaining Unit member assigned patrol services bureau duties prior to commencing his tour of duty shall be assigned an operable portable radio.
- 5.8 The City will provide no less than annual firearms training for sworn officers.
- 5.9 Domestic animals may be transported, in a patrol vehicle, when the animal control officer is not available and transport is necessary for the health and safety of the animal or the citizenry.
- 5.10 Any employee hired by the City of Mount Dora Police Department shall be nonusers of tobacco or tobacco products whether on-duty or off-duty while employed by the City.

In accordance with the City's Policy on the use of tobacco or tobacco products as approved by City Council on May 6, 2014, smoking or the use of tobacco products shall not be permitted anywhere in, around, or on the property of any City facility in which employees work or have access to, including any City rights of way or in any vehicle(s) they may drive. Use of tobacco products in front of the public while on duty is prohibited.

The activity of "smoking or use of tobacco products" shall include but not be limited to the smoking or carrying of any kind of lighted pipe, cigar, cigarette, or the use of any other tobacco product, including chewing tobacco, snuff, "E" cigarettes, etc.

- 5.11 Minimum staffing requirements for Officers and Supervisors assigned to Patrol will be maintained during the term of this Agreement as currently practiced. At the time of this Agreement, the practice is as follows:

Day Shift	Monday-Friday (2) Officers, (1) Supervisor
	Saturday-Sunday (3) Officers (1) Supervisor
Night Shift	(3) Officers, (1) Supervisor

The Chief of Police or his designee, may increase the number of personnel required to meet a Minimum Staffing requirement.

ARTICLE 6

RESIDENCY REQUIREMENTS

- 6.1 An employee must reside within a radius of sixty (60) minutes driving time of his regular work assignments.

ARTICLE 7

BULLETIN BOARDS

- 7.1 The Union will be allocated a reasonable location in Department for a bulletin board for posting of Union material.
- 7.2 Such bulletin board space is exclusively for the Union for the purpose of posting Union business and information such as Notices of Union meetings, elections and recreational and social activities.
- 7.3 The Union shall not post any materials that are obscene, defamatory, or impair the operations of the department.
- 7.4 Any violation of this section shall result in the elimination of the bulletin board's use by the Union.

ARTICLE 8

SENIORITY, LAYOFF, RECALL AND PROBATION

- 8.1 Seniority shall be determined by continuous service in the Mount Dora Police Department, calculated from the first day of most recent full-time paid service.
- 8.2 Employees with the same first day of full-time paid continuous service as defined herein shall be assigned to the seniority list by alphabetical listing of their last name.
- 8.3 Upon request by the Union, the City shall provide, at cost of reproduction established pursuant to Florida Statute 119.07(1) (s), such copies of the personnel list roster. The roster shall contain names, job title and seniority date of all Bargaining Unit members.
- 8.4 An employee who is permanently laid off and has not been recalled for six (6) months, or who fails to report for work within ten (10) days of receipt of notice of recall (certified letter), or fails to return to work within three (3) days after a leave of absence, shall lose his seniority.
- 8.5 In the event personnel reduction is necessary, employees shall be selected for layoff in accordance with the following procedures:
 - A. The first employees to be laid off shall be employees in the order of least seniority to most seniority provided all employees not laid off possess the necessary basic skills and abilities to perform the job for which they are filling.
 - B. The next employees to be laid off shall be regular employees in the order of least seniority to most seniority provided all employees not laid off possess the necessary basic skills and abilities to perform the job for which they are filling.
 - C. Any employee who is to be laid off shall be compensated in full for all accrued wages, compensatory time, holiday time pay hours. Sick time will be paid at 25% up to 720 hours. If an employee is recalled, their sick bank will be reinstated with their sick time balance minus the amount the employee was paid out during lay off.
 - D. Any employee who is laid off, who had advanced to his present classification from a lower classification in which he held a permanent appointment, shall be given the opportunity to displace a less senior employee in the lower classification in the same department.

- E. In the case of an employee bumping down to a lower classification, the Chief may protect a position in that classification irrespective of seniority.
- 8.6 Employees on layoff status with seniority rights have preference to recall. In the event an employee is to be recalled, the employer shall notify him by registered mail not less than ten (10) days prior to the date he is to report for duty. Failure of an employee to keep the employer informed of his current address shall relieve the employer of all responsibility with regard to the notification time frame. An employee who fails to report for duty as scheduled on recall from a layoff shall be considered to have voluntarily terminated his employment unless such employee has notified the Employer, and is excused from duty by the Police Chief. Employees recalled after layoff shall be reinstated at their last position prior to the layoff and retain their seniority.
- 8.7 Sworn Officers will serve a one (1) year probationary period, and nonsworn employees will serve a six (6) month probationary period, which may be extended by the Police Chief at his discretion for a period of time for additional observation, not to exceed six (6) months. Employees who are still on probation may be terminated without cause and without recourse to the grievance or arbitration article(s) herein. On satisfactory completion of his probationary period, the newly hired employee's seniority dates from his first day of most recent full time paid services.
- 8.8 Promoted members will serve a one (1) year probationary period for that position or rank, which may be extended by the Police Chief at his discretion for a period of time for additional observation, not to exceed six (6) months. Employees who are on probation may be reduced to their former position or rank without cause and without recourse to the grievance or arbitration article(s) herein.

ARTICLE 9

WAGES

- 9.1 Members of the sworn Bargaining Unit shall have their hourly rate of pay calculated on a 2184-hour work year.

All Bargaining Unit members will be placed in appropriate levels based on their tenure, along with a minimum Performance Appraisal rating of “satisfactory,” on October 1st, 2021.

A:

Officer	10/01/2021
New Hire	\$21.78
1	\$22.20
2	\$22.31
3	\$22.39
4	\$22.48
5	\$22.70
6	\$23.13
7	\$23.41
8	\$23.85
9	\$24.42
10	\$25.48
11	\$26.10
12	\$26.62
13	\$27.33
14	\$28.02
15	\$28.75
16	\$29.13
17	\$29.68
18	\$30.06

B:

Corporal	10/01/2021
1	\$23.02
2	\$23.58

3	\$23.81
4	\$24.04
5	\$24.28
6	\$24.48
7	\$25.00
8	\$25.63
9	\$26.26
10	\$26.93
11	\$27.58
12	\$28.24
13	\$28.89

C:

Sergeant	10/01/2021
1	\$28.39
2	\$29.08
3	\$29.36
4	\$29.65
5	\$29.94
6	\$30.32
7	\$30.73
8	\$31.22
9	\$31.96
10	\$32.58
11	\$33.22
12	\$33.83
13	\$34.52
14	\$35.37

D: Communications officers:

Dispatch	10/01/2021
1	\$16.89
2	\$17.30
3	\$17.64
4	\$18.00
5	\$18.36
6	\$18.72

7	\$19.10
8	\$19.48
9	\$19.87
10	\$20.26
11	\$20.67
12	\$21.08
13	\$21.51
14	\$21.94
15	\$22.37
16	\$22.82
17	\$23.28

9.2 Promotional pay adjustment(s):

- A. Officers who are promoted to the rank of Corporals shall be placed in the appropriate Corporal's pay level that ensures that member makes no less than 5% more than their current base pay.
- B. Corporals who are promoted to the rank of Sergeant shall be placed in the appropriate Sergeant's pay level that ensures that member makes no less than 5% more than their current base pay.

9.3 Lateral entry:

Police officers may be hired at a pay level commensurate to their law enforcement experience, limited to five years of experience.

Mount Dora Police Officers who leave the agency and then are later re-employed shall be limited to a pay level no greater than when they left.

Under exigent circumstances, the Chief of Police retains the option to hire a sworn member with urgently needed or highly specialized skills at any pay level.

9.4 It is the intent of this article to make all Performance Appraisals and subsequent level elevations on October 1st of each year.

The transition for probationary members (new hire or promotion) will be accomplished in the following manner:

For Probationary Bargaining Unit member new hires will move to the new hire pay rate in effect on October 1.

Any Probationary Bargaining Unit member will be evaluated on their anniversary date of hire or promotion. As long as the Probationary Bargaining Unit member's Performance Appraisal is "satisfactory" or better, the Probationary Bargaining Unit member will be placed at the next appropriate level in accordance to Article 9.1.

For Bargaining Unit members hired in accordance with Article 9.3 will move to the new lateral pay rate in effect on October 1.

- 9.5 In the event the Bargaining Unit member scores below "satisfactory," on their annual review the following procedure will occur:

The affected Bargaining Unit member will be advised, in writing, of the area(s) of their performance that require improvement. The affected Bargaining Unit member will be re-appraised after ninety (90) days.

- 9.6 Employees who act in a higher rank shall receive a 5% increase in their hourly rate of pay for all hours worked in excess of one shift per pay period. Assignment to and removal from such acting position shall be solely at the discretion of the Chief of Police or designee.

- 9.7 Bargaining Unit members, who are required to complete a "Daily Observation Report" on any trainee, shall be paid an additional \$3.50 per hour.

- 9.8 Educational & Longevity Pay:

On December 1st of each year, an annual bonus will be paid to recognize an employee's achievement of higher education combined with their years of service. Both time and education must be attained by December 1st of each year to qualify. Qualifying members will be paid only at the highest level achieved.

The first level will be paid for attaining the listed years of service and attaining an AA/AS College degree or the equivalent number of college semester hours (64).

The second level will be paid when the employee attains the listed years of service and a BS/BA (4 yr.) college degree. College credits and degrees must be from a regionally or nationally accredited institution and applicable to the employee's job assignment.

Upon completion of a Master's Degree while employed with the City of Mount Dora, a one-time stipend of \$1,000 will be paid to the bargaining unit member.

Years of Service	Associates (64hrs)	Bachelors
5 th Anniversary – 9 th Yr.	\$250.00	\$550.00
10 th Anniversary – 14 th Yr.	\$450.00	\$800.00
15 th Anniversary – 19 th Yr.	\$650.00	\$1,050.00
20 th Anniversary – 24 th Yr.	\$850.00	\$1,800.00
25 + Years	\$1,050.00	\$2,050.00

9.9 Specialized Assignment Pay:

Members assigned to Criminal Investigations, Special Operations, the Community Relations Officers (SROs & CRA Officers), and K9 Officers will be compensated at their appropriate level, plus a 5% stipend while in that assignment.

9.10 Assigned Vehicles:

All sworn members will normally be assigned a vehicle that shall be maintained in a ready status at all times, prepared for rapid deployment in the event of circumstances requiring the immediate or timely response of sworn personnel.

Assignment of vehicles will be based upon availability of vehicles.

Members must complete their field training before they become eligible for an assigned vehicle. The Department may assign a vehicle to a member before the end of their probationary period, based upon operational needs.

Members shall provide to the department the means to contact them in the event they are needed. This includes home phone numbers, cell phone numbers, department pagers, and temporary address phone numbers.

Members are not constrained or restricted in any manner from personal activities. However, all members, except those on leave, vacation, or excused by their supervisors, shall promptly respond to department attempts to contact them. Members who fail to promptly respond to department attempts to contact them, will be subject to losing their privilege to an assigned vehicle. Three unexcused failures to respond to the department's efforts to contact the member, within a 12 month period, will result in a loss of assigned vehicle privileges for a period of 7 working days. Subsequent violations will result in a progressively higher loss of assigned privileges.

The vehicle assignment privilege may be suspended/revoked at the discretion of the Chief of Police or designee with cause for a period, not to exceed 84 hours.

9.11 Vehicular usage charge:

Members who live within the city limits or a 15 mile radius of Police Headquarters shall be exempt.

Members, who live outside a 15 mile radius but within a 25 mile radius of Police Headquarters, shall have \$35 deducted from their pay each pay period.

Members living further than a 25 mile radius from Police Headquarters are not permitted to drive their assigned vehicles home.

Members who are in an “on call” status are exempt from all vehicle usage charges while on call.

Members, who are on authorized leave, (vacation, comp time, sick, etc.) for more than a week, or assigned to K-9, shall be exempted from a vehicle usage charge for that pay period.

9.12 Special Assignment Pay

Bargaining Unit Members who are part of the following units and meet requirements established by the Chief of Police, shall be paid the following special duty bi-weekly rate listed below:

SWAT	\$57.69
Motor Operators	\$28.85
Honor Guard	\$28.85

ARTICLE 10

K-9 OFFICER'S COMPENSATION

- 10.1 Bargaining Unit employees who are permanently assigned to and perform the duties of K-9 officer, and required to board and care for the assigned animal during off-duty hours, shall receive additional compensation as provided for in this Article. Assignment of officers to canine duty is solely at the discretion of the Employer.
- 10.2 The Employer will pay veterinarian and other customary expenses for assigned animals. Expenses will be approved by the Chief of Police, or designee, prior to being incurred except in cases of emergency.
- 10.3 Time spent in activities relating to the care and boarding of the assigned animal, if during the assigned shift, will be compensated at the officer's regular pay rate. In the event of an unexpected emergency and/or special care is immediately required for the assigned animal outside the assigned shift, the officer shall revert to an on-duty status and be compensated as such.
- 10.4.0 As per the Fair Labor Standards Act; pertaining to an employee who is assigned a canine will have their schedule adjusted to provide for daily canine care. Those employees will work an eleven (11) hour shift and may claim thirty (30) minutes of canine care every day of the week (on and off duty) to total seven (7) hours per pay period. This will provide the employee with an 84 hour work schedule at the end of the pay period. Any training for the canine should not accrue overtime or compensatory time, unless the employee receives prior approval from their supervisor. Any approved regular canine training should be conducted during their normal work schedule and will not exceed its scheduled time without approval from the supervisor.

ARTICLE 11

WORK WEEK AND WORK SHIFT

- 11.1 The standard payroll workweek shall begin bi-weekly at 06000 hours Monday, which period shall be referred to as the 84 hour work period.
1. Eight (8) hour shift is 8 hours and 24 minutes.
 2. Ten (10) hour shift is 10 hours and 30 minutes.
 3. Twelve (12) hour shift is 12 hours of required on-duty time.

By Management Rights, the City has the right to set the hourly shift and shift rotation frequencies and to change the same from time to time based on its exercise of Management discretion, provided a shift shall not be less than eight (8) hours with at least two (2) consecutive scheduled days off per week except at time of schedule rotation. A unit's shift rotation shall not be less than four (4) months in length unless specified by management.

- 11.2 Each employee shall be entitled to a paid meal period. Employees scheduled to work eight (8) or ten (10) hour shifts shall be entitled to a paid meal period not to exceed thirty (30) minutes, forty-five (45) minutes for those scheduled to work twelve (12) hour shift, during their regular work shifts, workload permitting.
- 11.3 No employee shall be required to work a split shift. Whenever a shift rotation occurs, or an employee rotates to a new shift, the employee(s) will be entitled to at least off-duty time equal to the number of hours in their regular shift prior to returning to work.
- 11.4 Employees covered by this Agreement shall be considered on duty for those hours actually worked under the supervision of the department.
- 11.5 Employees assigned to Specialty Units are subject to adjustments of their hours and/or days to meet the circumstances at hand. Management will give as much advance notice as possible when adjustments are made.
- 11.6 Except as provided in this Agreement, or in operational emergencies, an employee will not be required to adjust his scheduled hours, shift, or days off, from those scheduled, with less than seven (7) calendar days advance notice.
- 11.7 Personnel attending a department approved training class of 80 hours will be paid for their normal 84 hour work week.

ARTICLE 12

OVERTIME

- 12.1 Employees shall be required to work overtime when ordered unless excused by management. Overtime shall be scheduled in accordance with departmental Standard Operating Procedures and prevailing City Ordinances and Resolutions and administered in accordance with the provisions of this Agreement.
- 12.2 For the purpose of overtime computation, vacation, paid holiday(exempt when worked), bereavement leave, voting time, blood donor time, jury duty, sick leave, therapy or treatment for job injury, court stand-by time, stand-by time, compensatory leave, and annual military leave from duty on active pay status, shall not be construed as time worked.
- A. In the event that an employee is required to report for unscheduled duty during a pay period in which any of the time enumerated in 12.2 was used, a member may elect to take that time in a paid status calculated with the above listed restriction, or a member may elect to take compensatory time calculated at one and one-half (1-1/2) time.
- B. If an officer is injured in the line of duty during a pay period, any incurred overtime during that same pay period shall be counted as overtime and paid as such.
- 12.3 All authorized time worked by Communications Officers in excess of forty (40) hours in a standard work period will be considered overtime to be paid at the rate of one and one-half (1-1/2) times the employee's basic rate. All hours actually worked by Sworn Officers in excess of eighty four (84) hours will be paid at an overtime rate of one and one-half (1-1/2) times the employee's basic rate.
- 12.4 Bargaining Unit employees may elect to take overtime earned and Holiday hours as compensatory time with the following limitations:
- A. The maximum number of hours an employee may accrue as compensatory time is one hundred forty-four (144). Any hours submitted above the one hundred forty-four (144) maximum shall be paid per Article 12.3.
- B. Accrued compensatory time shall be paid in the event the affected employee leaves the employ of the City of Mount Dora. In that event, any accrued compensatory time shall be converted to pay for inclusion in the final computation of the employee's final paycheck.

- C. Employees may request to be paid (cash out) 40 hours compensatory time at any time, and all Compensatory time must be paid out by September 30 each year. Upon receipt of a promotion from non-exempt status to exempt status, all compensatory time will be paid out to the employee.
- D. Compensatory time may be granted to non-exempt employees in lieu of paid overtime, and shall accrue at the same rate of pay (time and one-half).
- E. Any employee with accrued compensatory time may use the compensatory time within a reasonable time of their request to do so, provided the request will not unduly disrupt the operation of the department or the City.
- F. Payments for compensatory time will be made at the straight hourly rate earned by the employee at the time the employee is paid. Compensatory time shall be counted as hours worked and for the purpose of computing overtime.

ARTICLE 13

EXTRA TIME PROVISIONS

13.1 Call Back Time

- A. An employee called back to work after regular working hours shall be paid for actual hours worked with four (4) hour minimum guarantee.
- B. When an employee is called back to return departmental property or to correct or resubmit improperly completed reports, correspondence, or legal processes, or any other issue that arose due to employee error, the minimum provision of Section A of the Article will not apply, and the employee will be compensated for those hours actually worked.

13.2 On-Call Duty Time

- A. The Chief of Police, or his designee, may require employees to be "on-call". While "on-call", employees will be continually and immediately available by telephone for response to call-outs. During this "on-call" period, employees will be assigned a take home departmental vehicle and compensated at a rate of twenty dollars (\$20.00) for each day they are "on-call".

13.3 Employees will receive compensation for training at their regular rate when required by the department to attend during off-duty hours. As conditions of employment, officers must periodically train or be retrained or qualify in use of firearms' qualification, radar certification or recertification, chemical tests for intoxication, refresher and initial training, and such other remedial training as required. If such training occurs during off-duty hours, it shall be compensated as time worked. This provision shall not apply to training or attendance at any police training programs that may be required to obtain or retain certification for employment or qualify for any additional compensation available by law.

ARTICLE 14

COURT TIME

- 14.1 Off-duty officers responding to legal process issued at the request of the prosecution resultant from performance of duties will, when actually required to appear to testify in court or for State Attorney's investigation, in response to said process, intakes, and depositions, while in an off-duty status, be paid a minimum of two (2) hours straight time pay; however, time spent will be calculated in tenths (.10) of hours for these hours or portions thereof actually present at the legal proceedings, as verified by a court official or the State Attorney's office. All hours spent above shall be considered hours worked for the purpose of calculating overtime.
- 14.2 A copy of the relevant subpoena, stapled to the employee's timesheet and signed by the employee will satisfy the requirement of this section.

ARTICLE 15

VACATIONS

- 15.1 Annual vacation leave is provided to allow every eligible employee an vacation period. Accrued vacation leave is vacation leave earned that is unused at any given time. Vacation leave shall begin to accrue from the date of employment with the Mount Dora Police Department, but not be used during the first ninety (90) days of employment.
- 15.2 An employee shall be entitled to vacation leave with pay as provided in the City of Mount Dora Personnel Policies and Procedures.
- 15.3 The Department shall be responsible for the scheduling of vacation leave, taking into due consideration the employee's rank and seniority.
- 15.4 Any earned vacation leave accrued in excess of two hundred forty (240) hours shall not be carried over to the next calendar year. If the excess cannot be used due to work demands dictated by the City, the excess will be paid out or carried over into the next year as determined by the City.
- A. Employees covered by this Agreement will be allowed to sell back a maximum of (40) hours of accrued vacation each calendar year. The employee must give written notice of intent to sell back by July 1st to receive payment the following fiscal year.
- 15.5 Employees who have satisfactorily completed their twelve (12) month Six (6) months for Communications Officers) probationary period shall be entitled to vacation pay in the amount of their unused earned vacation, unless the employee resigns without a proper two (2) week notice.
- 15.6 All earned vacation leave of an employee who dies while in the service of the City shall be paid to the employee's named beneficiary or estate of said individual.
- A. In the event an employee becomes permanently disabled while in the service of the City of Mount Dora and is separated from employment as a result of his/her injury, all earned vacation pay shall be paid out upon separation.
- 15.7 Annual leave, in no less than one (1) hour increments, may be granted for vacation, absences for transacting personal business which cannot be conducted during off-duty hours, religious holidays other than those designated by the City as official holidays, uncovered portions of absences due to medical reasons once sick leave has been exhausted,

or any scheduled absence from duty not covered by other types of leave provisions in this Agreement.

- 15.8 Payment of any accrued vacation time shall be subject to repayment of any outstanding indebtedness owed to the City upon separation.
- 15.9 If an employee's leave for whatever reason extends beyond twelve (12) weeks, the employee shall not accrue sick leave or vacation leave credits after this twelve (12) week period until returning to work on their regular work schedule.
- 15.10 The City agrees that an employee shall be able to receive his/her vacation pay check in advance of his approved/scheduled vacation by submitting a request in writing to the payroll department at least two (2) weeks prior to starting annual leave.
- 15.11 Vacation Leave for employees shall accrue on a bi-weekly basis in accordance with the following schedule:

Years of Service	Hours	Yearly
0-4 Years	3.23	84 hrs.
5th Year Anniversary Date	4.15	108 hrs.
10th Year Anniversary Date	5.54	144 hrs.
15th Year Anniversary Date	6.46	168 hrs.
20th Year Anniversary Date	7.85	204 hrs.

ARTICLE 16

HOLIDAYS

16.1 The following holidays shall be recognized:

New Year's Day
Dr. Martin Luther King's Birthday
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Note: The City may determine a floating holiday in addition to the above Holidays.

- 16.2 If a paid holiday falls on an employee's regularly scheduled day off the employee will be compensated for an additional shift at regular straight time pay. If an employee must work on a holiday, the employee will be paid for hours worked plus an additional shift at regular straight time. The number of hours for the additional shift of pay will be determined by the employee's normally scheduled shift, i.e. 8-hour, 10-hour, 12-hour shift.
- 16.3 Employees normally scheduled to work on a day on which a holiday falls or observed and who, in the opinion of management, are not essential to work on that holiday, will be required to take that day off. Employees not required to work will receive their regular straight time shift pay at regular rate of pay for said day off. Holiday time will only count as time worked for the purposes of calculating overtime because of "call out" or being ordered to work during that pay period.
- 16.4 An employee who is on sick leave on an observed holiday will only receive the holiday pay for that shift. If an employee is off on approved on-the-job injury, his scheduled work shift both preceding and following a holiday, the employee shall receive holiday pay in addition to any other remuneration due.

- 16.5 In the event City Council awards time off for any additional holiday to all general employees, a commensurate amount of compensatory time equal to a full shift, at straight time, will be awarded to Bargaining Unit members.

ARTICLE 17

SICK LEAVE

- 17.1 Paid sick leave is time off granted to an employee to recuperate from illness or accident and related purposes. The employee shall retain seniority rights while on periods of paid sick leave. An employee who recuperates during his regular shift, and while on sick leave, will report his condition to his supervisor and be available to report to work for the remainder of the shift if so instructed.
- 17.2 Sick leave shall apply only to bona fide illness or injury, as noted below, and only for the time actually required.
- 17.3 An employee shall earn sick leave as provided in the City's Personnel Policies and Procedures.
- 17.4 Sick leave may be granted for:
- A. Incapacitation by reason of illness or injury
 - B. Medical, dental or optical examination or treatment
 - C. Jeopardizing the health of co-workers due to exposure to a contagious disease
 - D. The illness or injury of a member of the employee's immediate family that requires the personal care and attention of the employee. For purposes of sick leave, immediate family will be defined as: spouse, children, parent, brother, sister, grandmother, grandfather, grandchildren, legal guardian, or any member of the employee's household.
- 17.5 Charges for sick leave will normally be in full shift increments, unless the Chief or designee approves a shorter period.
- 17.6 The supervisor or communications officer shall be informed of absence due to illness, if possible, at least one (1) hour, or as soon as possible, before the employee's normal reporting time. An employee must report their intended absence and the nature of the illness on a daily basis, unless excused by the respective Division Commander.
- 17.7 In those instances when an employee is injured while on duty, and is therefore relieved of duty, no charge will be made against the employee's sick time for the remainder of his/her shift.

- 17.8 An employee who is off in excess of twenty-four (24) consecutive work hours due to illness or injury may be required, at the City's discretion, to provide a doctor's slip justifying the absence. The City may require, at their expense, the employee to report to a City approved physician for medical clearance. The physician may require the employee to sign a medical release. The release will permit the physician to contact the employee's private physician for information related to the abovementioned illness or injury. Failure of the employee to sign the requested release is grounds for denial of sick leave and for disciplinary action up to and including dismissal.
- 17.9 An employee who has been previously advised in writing of apparent sick leave abuse may be required to document all sick leave usage with a physician's slip verifying the absence. The requirement to document sick leave usage with a physician's note for the purpose of monitoring sick leave will not exceed a period of six (6) months, but may be extended if the attendance problem has gone unabated.
- 17.10 An employee resigning with proper two (2) weeks' notice, or terminated from City employment shall be granted payment of twenty-five percent (25%) of their accrued sick leave. An employee shall not lose any sick leave accrued if transferred to another City position.
- 17.11 Upon Retirement, employees will receive 50% of their accrued sick pay up to a maximum of 720 hours. Any officer, Corporal, Sergeant or Communication Officer that has over 2700 hours of accumulated sick time as of September 30, 2018, will have their accumulated sick time frozen for purposes of Retirement payout. These employees will receive their accrued sick time upon retirement up to a maximum of 50% of this frozen amount. These officers will continue to accrue sick time for purposes of banking and using sick time.
- Example 1: On September 30, 2018, Officer has 2850 sick hours. She continues to accrue and upon retirement has a balance of 3400 hours. She will receive 50% of 2850 hours which is 1425 hours
- Example 2: On September 30, 2018, Officer has 2850 sick hours. They Retire 4 years later but only have a balance of 2000 hours due to sickness. Upon retirement, they will receive 50% of 2000 hours which is 1000 hours.
- 17.12 In the event an employee becomes permanently and totally disabled while in the line of duty and is unable to perform useful and efficient service as a Police Officer, resulting in separation from employment; all remaining sick leave accruals shall be paid out upon

separation. In the event of death while in the line of duty; all remaining sick leave accruals of an employee shall be paid to the employee's named beneficiary.

- 17.13 The payment of sick leave benefits is subject to the repayment of any outstanding indebtedness owed to the City.
- 17.14 If an employee has requested sick leave for an extended illness, and the employee's sick leave balance becomes fully used, further absence will be charged, in sequence, to compensatory leave, holiday leave, vacation leave, and then leave without pay. An employee may request approval to be placed in a no-pay status for medical reasons if the employee has exhausted all accrued leaves.
- 17.15 If an employee's leave for whatever reason extends beyond twelve (12) weeks, the employee shall not accrue sick leave or annual vacation leave credits after this twelve (12) week period until returning to work on their regular work schedule.

ARTICLE 18

JOB-CONNECTED DISABILITY

- 18.1 Any Bargaining Unit employee injured on the job shall be paid his full day's wages for the day of the accident if his treating physician directs that he should not return to work that day.
- 18.2 While on medical leave for job-connected injury, an employee may use accrued sick, compensatory, holiday, or vacation time to supplement his earnings up to his regular weekly pay other than outlined in F.S.S. 440. The sum total is not to exceed one hundred percent (100%) of the employee's normal salary.

ARTICLE 19

BEREAVEMENT LEAVE

- 19.1 In the event of a death in the employee's immediate family, the Chief of Police, upon request, will grant up to three (3) workdays off without loss of regular pay or other benefits to make arrangements and/or attend funeral services. The three (3) workdays off will start at the employee's option within fourteen (14) days of the death.
- 19.2 Immediate Family Defined:
Described as the employee's father, mother, spouse, father-in-law, mother-in-law, children, stepchildren, son-in-law, daughter-in-law, first cousin, aunt, uncle, sister, brother, brother-in-law, sister-in-law, grandparents, grandchildren, stepfather, stepmother, step or half brother and sister, legal guardian, or ward.
- 19.3 Should an employee require additional time other than provided in Section 1 and 4 of this article, additional time off with pay and charged to accrued vacation leave or accrued compensatory time may be requested from the Chief of Police or designee.
- 19.4 In the event of a death of significant importance to the employee outside of the defined immediate family, the Chief of Police or designee may grant three (3) workdays off to make arrangements and/or attend funeral services. Any accrued time of the employee's choosing may be used.

ARTICLE 20

LEAVE OF ABSENCE

- 20.1 At the discretion of the City, and upon recommendation of the Police Chief, leave of absence without pay, including those for the purpose of entering upon a course of training or study calculated to improve the quality of service, shall be granted. No benefits accrue during the period of the leave, except as required by law.
- 20.2 The Chief of Police and City Manager must approve all applications for leaves of absences without pay.
- 20.3 An employee granted a leave of absence, upon the termination and/or expiration of the leave, will normally return to the same job classification and rate of pay currently in effect for that classification.
- 20.4 Such leaves shall not exceed twelve (12) months. If the Chief of Police and City Manager determine that an operational emergency exists which requires the cancellation of a leave of absence, the employee shall be given thirty (30) calendar days' notice of the City's intent to cancel the leave. The employee may elect to return to work at any time during this thirty (30) day period; however, if he should fail to return to work or obtain an extension of time to return, the employee will not be assured that a vacancy exists upon his return from leave.

ARTICLE 21

INSURANCE

- 21.1 Under the City's self-funded health insurance plan, the City shall provide medical insurance benefits for all full-time employees, sharing the cost of individual and family medical insurance coverage for the active employee and their dependent(s) in accordance with present practice.

Based on the Plans' claims experience, and in collaboration with the City's Broker of Record and Provider(s), the City will determine appropriate medical insurance premiums, deductibles, co-pays and coinsurances for all plan participants.

Beginning Plan Year 2018-2021 and for all subsequent plan years going forward, the City will identify health insurance co-pays and monthly employee out-of-pocket costs in a Memorandum of Understanding that shall be added as an addendum to this Agreement. (Exhibit 1)

- 21.2 The City further agrees that for the Plan year defined as October 1st to September 30th in each year of this Agreement, the City shall contribute toward the medical insurance premiums for employees and their dependents in an amount approved by the City Council for the respective FY.

- 21.3 The City shall provide life/AD&D insurance for Bargaining Unit employees at no cost to the employee for the duration of this Agreement.

In accordance with Florida Statute 112.19, the City shall provide all sworn officers the sum of \$25,000 if the officer, while engaged in the performance of the officer's law enforcement duties, is accidentally killed or receives accidental bodily injury which results in the loss of the officer's life.

Additional life insurance as well as dependent life insurance is also available at full cost to the employee.

Dental and vision insurance is available at this time at full cost to the employee and dependents.

ARTICLE 22

PENSION

The City of Mount Dora agrees to maintain a retirement fund for the employees in the Bargaining Unit as provided in Florida Statutes, Chapter 185. Any changes in pension benefits will be negotiated between the City of Mount Dora and the Collective Bargaining Unit.

Effective with the signing of this Agreement, members of the bargaining unit who fall under the classification of Communications Officer, shall be allowed to remain as participants in the General Employees Retirement System Defined Benefit Plan.

Additionally, it is mutually agreed by the City and the Union that no Communication Officer employed after signing of this Agreement shall become a participating member in the General Employees Retirement System Defined Benefit plan. Such employees shall become participating members in the General Employees 401A Plan hereafter referred to as the Defined Contribution Plan.

On February 14, 2013, the City agreed that Union members shall have (one-time) access to excess insurance funds held in reserve under the Police Officers' 185 Plan for the sole purpose of establishing a Final Minimum Benefit of twenty-five (25) years of service and fifty-two (52) years of age. In return, the Police Officers' Union agreed to increase member contributions to the Plan from the current rate of 5.55% to 7 .55%.

In addition, the Union agreed that the City shall have access to all future 185 Insurance money based on the actuarial study conducted by the actuary firm, dated December 7, 2012 and for the duration of this contract, for the sole purpose of meeting its future actuarial obligations to the Plan.

ARTICLE 23

EDUCATIONAL REIMBURSEMENT PROGRAM

- 23.1 The City provides a program of educational assistance for regular fulltime employees seeking college degrees. Reimbursement for college courses shall be limited to 64 semester hours for the first 2 years of college and 64 semester hours for completing the 3rd and 4th year of a 4 year degree.
- 23.2 The City will reimburse sworn employees, taking job-related college courses at nationally or regionally accredited institutions, for the cost of tuition, fees, and books.
- 23.3 Reimbursement for the cost of tuition, fees and books for the first 2 years of college (64 semester hours) shall be limited to the levels charged by the University of Central Florida (UCF).
- 23.4 Reimbursement for graduate degrees will be the same as general city employees as outlined in the City Policy Manual.
- 23.5 Any employee who resigns their position with the City before completing twenty four (24) months of employment from the date of their last college course shall reimburse the City on a pro-rated basis for the cost of tuition, fees, and books incurred for that twenty four (24) month period immediately preceding their resignation.
- 23.6 Employees who separate from employment due to line of duty disability shall be exempt from reimbursing the city for educational expenses.
- 23.7 If the course is not completed with a grade of "C" or better, the employee will not be reimbursed by the City for all costs paid. The employee will provide the City with an official record copy transcript of course completion. Courses that are graded as "Pass/Fail" will require a grade of "Pass", if not the employee will not be reimbursed by the City for all costs paid.
- 23.8 Non-sworn Bargaining Unit members shall be reimbursed per existing City Policy for civilian employees.

ARTICLE 24

EQUIPMENT ISSUE AND CLOTHING ALLOWANCE

- 24.1 The following articles will be issued by the City to each sworn officer:
- 40 Rounds of Ammunition
 - 3 Ammunition Magazines
 - 1 Double Magazine Pouch
 - 1 Semi-Automatic Weapon
 - 1 Safety Holster
 - 4 Belt Keepers
 - 1 Trouser Belt
 - 1 Gun Belt
 - 1 Handcuff Case
 - 1 Handcuffs
 - 1 Glove Pouch
 - 1 Chemical Agent and Holder
 - 1 ID Card and Wallet
 - 1 Badge Set (Breast & Wallet)
 - 1 Dress Hat and Badge
 - 1 Flashlight
 - 1 Flashlight Wand
 - 1 Flashlight Ring
 - 1 Fluorescent Traffic Vest
 - 1 Raincoat
 - 1 Radio, Charger, Holder, and Extra Battery
 - 1 Clipboard
 - 1 UTC Holder
 - 1 Uniform Ball Cap
 - 5 Uniform Trousers
 - 4 Uniform Shirts, Short Sleeve
 - 1 Uniform shirt, Long Sleeve
 - 2 Collar Brass (pair) (2nd upon completion of Field Training)
 - 1 Uniform Tie
 - 1 Uniform Winter Jacket
 - 2 Whistles w/chain (2nd, upon completion of Field Training)
 - 2 NLEOM Pins (2nd, upon completion of Field Training)
 - 1 Name Plate (2"d, upon completion of probation)
 - 1 Pr. of Shoes (\$120.00) - Annually (May use remainder towards 2nd pair)
 - 1 Body Armor

2 Vest Covers

1 Active Shooter Vest (Upon availability)

1 Pr. of Khaki BDUs (Upon completion of Field Training)

1 Pr. of tan Tactical Boots (Upon completion of Field raining)

1 tan Nylon Belt (Upon completion of Field Training)

1 Black Polo Shirt (2nd polo upon completion of probation)

1 Pr. of black summer shorts (2nd pair upon completion of probation)

** All polos must be "Propper" brand and BDUs must be "TruSpec, unless the employee receives prior approval from their commander.

Additional Equipment for K-9 Officers

A. 3 Pair of Khaki BDUs

B. 3 LIS tactical shirts

C. 1 Pair of Khaki or Black tactical boots (Both handlers must wear same color)

D. 1 Long sleeve and 1 Short sleeve training shirt

Honor Guard:

A. Long Sleeve Blue Shirt

B. Long Sleeve White Shirt

C. Pair of Trousers

D. Pair of Shoes (high gloss)

E. 1 Honor Guard Hat

F. 1 Shoulder Chord

G. 1 Gun Belt (high gloss)

H. 1 Handcuff Case (high gloss)

I. Magazine Pouch (high gloss)

J. 1 Holster (high gloss)

K. 4 Keepers (high gloss)

L. 1 Set of Taps for Shoes

M. 1 Honor Guard Hat Badge

N. 1 Set of Shirt Stays

O. 1 Pair of White Gloves

P. 1 Pair of Black Gloves

Communications:

A. 3 polo shirts

B. 3 black slacks

C. 1 pair plain black athletic/dress closed toe shoes (up to \$80) annually

D. 1 black belt

School Resource Officers:

2 School colored polos

2 Pair of Khaki BDUs (this includes training uniform BDUs)

1 Pair of tan tactical boots (not in addition to training uniform boots)

The school polo, BDUs and tan tactical boots may be worn on Wednesdays and Fridays only. All remaining days, the SROs will wear Class B uniforms, unless they receive prior approval by the Community Services Bureau Commander or designee.

24.2 The employee shall pay the cost of maintenance of these articles. The City will replace, at its cost, such items when such replacement is necessary at the City's discretion; however, replacement will not be unreasonably denied. Loss due to employee negligence shall be replaced at employee expense.

24.3 Upon termination of employment, the articles will be surrendered by the employee in like condition as when issued, with the exception of reasonable wear and tear.

24.4 In the event an employee is transferred from the department or leaves the employment of the department, they shall return all uniforms and safety equipment to the department before receiving their final paycheck.

24.5 Equipment Issue and Clothing Allowance:

A. Sworn Bargaining Unit members who are assigned permanently to the Investigative Services Bureau shall receive two-hundred fifty (\$250.00) per quarter clothing allowance paid quarterly, and a net payment of one hundred twenty dollars (\$120.00) as an annual shoe allowance payable in the first pay period in October of each year. Temporary reassignment (less than ninety (90) days) to a different position will not preclude payment of the clothing allowance. Clothing allowance shall be paid at a pro-rated rate for individuals who are permanently assigned to the Investigative Services Bureau.

24.6 Sworn Bargaining Unit members who are temporarily transferred to the Investigative Services Bureau, for ninety (90) days or more, and are required to wear plain clothes, shall receive a pro-rated amount of the compensation described in Article 24.5.

24.7 The City will only reimburse for equipment and non-clothing personal items damaged beyond normal wear and tear in the performance of duty, including prescription eyewear and watches, up to a maximum of one hundred dollars (\$100.00) for replacement or repairs. Claims will be presented in accordance with procedures set forth in current Standard Operating Procedures. Loss due to employee negligence shall be replaced at employee's expense.

ARTICLE 25

PROMOTIONS

- 25.1 The purpose of this Article is to establish a fair and impartial procedure to select qualified individuals for promotions.
- 25.2 Promotions shall be conducted as provided in the department's amended Standard Operating Procedures, which will include selection from the top three (Rule of Three) candidates.
- 25.3 The actual promotion of one individual over another in any promotion shall not be subject to the Grievance Procedure.

ARTICLE 26

LOCKER FACILITIES

- 26.1 The City agrees to maintain locker facilities for Bargaining Unit employees of the Department, as appropriate.
- 26.2 An agent of the City shall not inspect a Bargaining Unit employee's locker space without permission of the employee or other proper authority of law, except as provided herein. The City will be financially responsible for reimbursing an employee for loss or destruction of lock or property by an agent or employee of the City during said inspection, excluding the locking device if the employee was given the opportunity to open said locker. If evidence or found property is in the locker and the officer cannot be located or does not respond in a reasonable period of time during the working day, but not less than two (2) hours, the City may open the locker.

ARTICLE 27

VOTING

During a primary, special or general election, an employee who is registered to vote, whose hours do not allow sufficient time for voting, shall be allowed necessary time off with pay for this purpose. Where the polls are open two (2) hours before and after the regularly scheduled work period, it shall be considered sufficient time for voting.

ARTICLE 28

GRIEVANCE PROCEDURE

- 28.1 Members of the Bargaining Unit will follow all written and verbal orders given by superior officers. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein.
- 28.2 A grievance is a claimed violation of a specific term of this Agreement to include but not be limited to a means of appeal for imposed discipline or discharge.
- 28.3 No grievance will or need be entertained or processed unless prepared in writing in the manner prescribed herein, and unless filed in the manner provided herein within the time limit prescribed herein. A grievance may be filed by either a Bargaining Unit employee or by the Union. Grievance discussions at Step One will be conducted during the grievant's normal duty hours. Nothing in this section shall be construed to prevent an employee from presenting, at any time, his own grievance without representation. The grievant shall not be represented by an elected official of the City, the City Attorney or his staff.
- 28.4 Any formal grievance filed shall be in writing and shall set forth the provision or provisions of the Agreement, alleged to have been violated and the facts pertaining to the alleged violation(s) and the date of the violation. The grievance shall be signed by the grievant or Union representative. A grievance submitted which does not contain the above information is incomplete and shall be amended by the grievant to state the required information. The necessity of filing an amendment shall not affect the timeliness to the extent that the grievance is substantially complete.
- 28.5 Grievances will be processed in the following manner, and strictly in accordance with the following stated time limits. For the purposes of processing grievances under this Article, the term Bureau Commander shall mean the Bureau Commander in charge of the organizational segment in which the aggrieved employee is assigned.

STEP ONE:

An aggrieved party or the Union shall date and present in writing the grievance to the Bureau Commander within ten (10) working days of his knowledge of the occurrence of the action giving rise to the grievance. The Bureau Commander may within ten (10) working days of receipt of the written grievance, conduct a meeting with the aggrieved party and/or the Union, for the purpose of attempting to resolve the grievance. The Bureau Commander shall notify the aggrieved party and the Union in writing of his/her decision

within ten (10) working days following his/her receipt of the grievance or after a meeting, if a meeting is held.

STEP TWO:

If the grievance is not resolved at Step One, the aggrieved employee or Union, within ten (10) calendar days following receipt of the Bureau Commander's decision in Step One, may submit the grievance to the Deputy Chief who may call a special meeting to consider the grievance within ten (10) working days of his receipt of the grievance. The Deputy Chief shall notify the aggrieved party and the Union of his decision, in writing, within fifteen (15) working days following receipt of the grievance.

STEP THREE:

If the grievance is not resolved at Step Two, the aggrieved employee or Union, within ten (10) calendar days following receipt of the Deputy Chief's decision in Step Two, may submit the grievance to the Police Chief who may call a special meeting to consider the grievance within ten (10) working days of his receipt of the grievance. The Police Chief shall notify the aggrieved party and the Union of his decision in writing within ten (10) working days following receipt of the grievance.

STEP FOUR:

If the grievance is not resolved at Step Three, the aggrieved employee or Union, within ten (10) calendar days following receipt of the Police Chief's decision in Step Three, may submit the grievance to the City Manager who may call a special meeting to consider the grievance within fifteen (15) working days of receipt of the grievance. The City Manager shall notify the aggrieved party and the Union of his/her decision, in writing, within ten (10) working days after the conclusion of the meeting, if a meeting is held.

- 28.6 In advancing grievances, the grievant employee(s) and management may call a reasonable number of witnesses to offer testimony without incurring overtime cost to the City. Either party may call witnesses as needed. Hearings shall be continued to facilitate appearance of witnesses who are department employees whose presence would otherwise conflict with department needs.
- 28.7 Grievances, other than Class Action grievances, will initially be filed at Step One of the grievance procedure. Class Action grievances will be filed at Step Two.
- 28.8 The aggrieved employee and the local representative shall be given at least two (2) work days' notice of the grievance meetings provided herein.

- 28.9 Discharge of probationary police officers shall not be subject to the grievance procedure. Employees who are terminated during this period shall have a right to request to have a local representative present during the termination meeting.
- 28.10 For purposes of this Article and the Arbitration Article, "working days" is defined as those days during the week that the administrative office is open, which are usually Monday through Friday, and do not include Holidays specified in Article 16.1
- 28.11 Extensions to the time limits in this Article may be extended by mutual consent of the grievant and the City. Failure to timely advance the grievance results in automatic withdrawal of the grievance.

ARTICLE 29

ARBITRATION

- 29.1 If any grievance is not resolved by the foregoing Grievance Procedure, the Union, within fourteen (14) working days after the receipt of the City Manager's decision, may give to the City Manager, by hand delivery or by registered or certified mail, a written notice of its desire to submit the matter to arbitration. Said written notice to include a written statement of the position of the Union with respect to the arbitral issue. The Union shall, within ten (10) working days, request a list of the seven (7) qualified arbitrators, from the Federal Mediation and Conciliation Service. The Union and the City will each strike three (3) names alternately from the list and the person remaining will be the arbitrator.
- 29.2 As promptly as possible after the arbitrator has been selected, he shall conduct a hearing with representatives of the parties and consider the grievance. The decision of the arbitrator will be served upon the employee or employees aggrieved, the Employer and the Union in writing. It shall be the obligation of the arbitrator to make his best effort to rule within thirty (30) working days after the hearing. The expense of the arbitration, including the fee and expenses of the arbitrator, shall be paid by the losing party. Each party shall be exclusively responsible for compensating its own representatives and witnesses. The submission to the arbitrator shall be based on the written grievance as submitted in Steps 1 and 2 of the Grievance Procedure, and shall include a copy of this Agreement.
- 29.3 The power and authority of the arbitrator shall be strictly limited to determination and interpretation of the express terms of this Agreement. He shall not have the authority to add to or subtract from or modify any of said terms, or to limit or impair any right that is reserved by this Agreement, by statute or otherwise, to the Employer or the Union or the employees, or to establish or change any wage or rate of pay in this Agreement. No decision of any arbitrator or of the Employer in one case shall create a basis for retroactive adjustment in any other case.
- 29.4 All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from the Employer, less any unemployment compensation received by the employee and interim earnings for those days the employee would have otherwise been scheduled to perform duties for the Employer.

- 29.5 The decision of the arbitrator is final and binding on both parties, and the grievance shall be considered permanently resolved, subject to any judicial relief available to either party under Florida law.
- 29.6 A time limit at any stage of the Grievance or Arbitration Procedure may be extended by written mutual agreement of the Union and the City. In the event of the Police Chief's or City Manager's absence due to vacation or other bona-fide reason, "working days" in this and the Grievance Article, relating to action by the Police Chief or City Manager, will not include those days of their absence.
- 29.7 Except as otherwise provided by applicable law, no grievance shall advance to arbitration without written approval of the Union. The City shall not be required to process any request for arbitration, or arbitrate any manner, not authorized by the Union in writing. This language shall not apply to any grievance filed by the City regarding this agreement.

ARTICLE 30

PHYSICAL EXAMINATION

30.1 The City agrees that each employee shall receive and will be obligated to a physical examination, by a physician approved by the City, which includes the following tests:

A. Urinalysis

8. Blood Pressure

C. Lab Work: CBC w/diff and Complete Metabolic Profile

D. Height and Weight Recorded

E. Audio Screening

F. Lateral Vision Screening

G. · PPD

H. EKG

I. Cholesterol

Employees up to 30 years of age shall receive a physical examination every three (3) years; under 40 years of age every two (2) years; and employees over 40 years of age every year.

30.2 In addition to the above, employees, at their discretion, may choose to have a chest X-ray performed and interpreted in conjunction with the annual physical, provided appropriate justification is given by a physician.

30.3 The City agrees that once every two (2) years the City will arrange and undertake fifty percent (50%), but not to exceed twenty-five dollars (\$25.00) of the cost of eye examinations for Bargaining Unit employees by a certified optometrist upon the employee's request.

30.4 Scheduling of the physical examination will be at the discretion of the department, and the results will become part of the employee's permanent health record. Cost of the examination and test will be underwritten by the City as provided by this Article.

- 30.5 The City and the Union agree to an employee drug-screening program. The method and procedure for the Drug Free Workplace Program shall be in accordance with the requirements set forth in Florida Statutes Section 440.101 and 440.102, as well as in accordance with Rule 38F-9, established by the Florida Department of Labor and Employment Security, Division of Workers' Compensation.

ARTICLE 31

GENERAL PROVISIONS

- 31.1 An employee may accept and be employed in an occupation off-duty that is not in violation of Federal or State laws or policies and procedures of the City, providing that said employment does not interfere with or adversely affect the performance of assigned duties. The Police Chief or designee shall approve, in writing, all off-duty employment.
- 31.2 The City agrees that an employee shall have the right to include in his official personnel record a written and signed refutation of any material he considers to be detrimental.
- 31.3 Employees will not be required to use their private vehicles in the performance of assigned duties.
- 31.4 Employees shall be furnished with parking facilities on City property to the extent available. Said parking facilities shall be furnished at no cost to the employee.
- 31.5 When the City is requested to provide off-duty police services, except for City sanctioned activities or operational emergencies, an employee has the right to refuse to work off-duty.
- 31.6 Police personnel may not be used other than in law enforcement-related duties. Communications personnel may not be used other than in dispatch/ communications-related duties or as voluntary staff event members working special events. A copy of all Bargaining Unit job descriptions shall be furnished upon request to the Union.
- 31.7 Outside Employment Police Services
 - A. Outside employment services are funded 100% by an outside company/agency other than the City.
 - B. Income earned from hours worked will not be considered pensionable.
 - C. Sworn Members covered under this Agreement shall be paid the minimum rates as follows:
 - Officer - \$42.00 hourly
 - Supervisor - \$47.50 hourly
 - D. Sworn Members covered by this Agreement who work off duty details on a City recognized holiday shall be paid as follows:
 - Officer -\$47.00 hourly
 - Supervisor -\$52.00 hourly

E. If Communication personnel are required to work an event that is funded per A above, they will be paid at their overtime rate of pay.

Supervisors working an “officer’s” position will be paid at the Officer’s rate. Any Officers or Corporals assigned to a “supervisors” position will be paid at the Supervisor’s rate.

****Effective October 01, 2021****

ARTICLE 32

NO STRIKES, WORK STOPPAGES, SLOWDOWNS

- 32.1 The Union and each employee agrees that it, the Union and each employee will not, under any circumstances or for any reason, including, but not limited to, alleged or actual unfair labor practices, alleged or actual unfair employment practices under an anti-discrimination law, alleged or actual breach of this contract or in sympathy for or support of any other employees or any other Union or their activities, call, encourage, ratify, participate in or engage in any strike, slowdown or other interruption of work during the term of this Agreement directed at the employer.
- 32.2 It shall be a violation of this Agreement for any employee while on duty to fail or refuse to cross or pass any picket line or other demonstration if such failure or refusal in any way delays or interrupts performance of work.
- 32.3 Any violation of this Article by an employee will be grounds for immediate discharge of any employee involved, and the employer, in its sole discretion, may impose selective discipline on some or all of the employees engaged in a violation of this Article. Any grievance under this Article that proceeds to arbitration shall involve only the fact question of whether the grievant violated the article, and the degree of discipline imposed by the Employer may not be modified by the arbitrator if a violation occurred.

ARTICLE 33

ENTIRE AGREEMENT

- 33.1 The Union and the City acknowledges that during negotiations resulting in this Agreement, they have the right and opportunity to make demands and proposals with respect to any and all subjects not removed by law from the area of collective bargaining and that the complete understanding and Agreements arrived at by the parties after exercise of that right and the opportunity are set forth in this Agreement. Therefore, the Union waives the right, during the term of this Agreement, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, and it particularly waives the right to bargain over the City's exercise of any of its Management Rights set forth in Article 36. This would not limit the Union's rights for impact bargaining in accordance with Florida Statutes.
- 33.2 The parties intend that this Agreement shall constitute the sole source of their rights and obligations from and to each other for its term either by specific provision, by general grant of authority, or by silence. The Union does not waive, and shall retain its right, to bargain with the City over the negotiable impact of any action taken by the City not set forth or provided for in this Agreement, but such impact bargaining shall not serve to delay management's action until agreement or impasse is resolved concerning the impact at issue; however, any agreement reached on such issue shall be retroactive to the date of the change. The parties acknowledge that the police department currently has policies, rules and regulations governing employment and conduct of police employees. Those policies, rules and regulations in effect as of the date of this agreement shall continue in force except to the extent that they specifically conflict with this agreement, in which event the terms of this agreement shall take precedent.
- 33.3 It is understood and agreed that neither party hereto has been induced to enter into this Agreement by any representations or promises made by the other which are not expressly set forth herein, and that this document correctly sets forth the effect of all preliminary negotiations, understandings and agreements, and supersedes any previous agreements, whether written or verbal.
- 33.4 This contract constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by duly authorized representatives of both parties before it will be effective.

ARTICLE 34

DUES DEDUCTION

- 34.1 The City agrees that upon receipt of a voluntary written individual notice for any Bargaining Unit employee, the City shall deduct from their pay, dues commencing with the second pay period after receipt of notice. Revocation shall be in writing and shall be effective as to the Employer commencing with the second pay period after the receipt of notice.
- 34.2 Dues shall be deducted each designated pay period and those monies shall be remitted to the Union at 242 Office Plaza, Tallahassee, FL, 32301. No deduction shall be made from the pay of an employee for any payroll period in which the employee's net earnings for the payroll period, after tax deductions, are less than the amount of dues to be checked off.
- 34.3 The Union will initially notify the City as to the amount of dues. Such notification will to the City in writing over the signature of a representative of the Union. Changes in the Union membership dues will be similarly certified to the City and shall be done thirty (30) days in advance of the effective date of such change.
- 34.4 The Union agrees to indemnify or hold harmless the City in connection with any erroneous deduction of dues.

ARTICLE 35

INDEMNIFICATION

When the City is legally required to do so, the City shall furnish to Bargaining Unit employee's benefit of legal defense in accordance with Florida State Statute 768.28 (5) and (9).

ARTICLE 36

MANAGEMENT RIGHTS

36.1 It is agreed that the Employer shall have the exclusive right and unilateral authority to determine and, from time to time, re-determine and direct the policies, determine mode and methods of performing all its work of any sort, without any interference in the management or conduct of the Employer's operations on the part of the Union or any of its representatives. Except as expressly limited by a specific provision of this Agreement, the Employer shall have the exclusive right to take any action it deems necessary or appropriate in the management of the City of Mount Dora Police Department and the direction of its work force. All rights and functions, which the Employer has not expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the Employer.

Such rights exclusively reserved to the Employer shall include, but are not limited to,

The right to determine the size and composition of its work forces;

To determine work schedules and all methods of police protection and related services; to assign overtime work;

To determine the number and types of equipment, processes, materials, products and supplies to be used, operated, or distributed;

To hire, retire, promote, demote, evaluate, transfer, assign, direct, layoff, recall, reward, reprimand, suspend, discharge and otherwise discipline employees for proper cause;

To maintain efficiency of employees;

To determine job content and qualifications for job classifications;

To determine the amounts and types of work to be performed by employees;

To establish and change work rules, Standard Operating Procedures and General Orders; to engage in experimental and developmental projects using unit employees;

To establish new jobs and to abolish or change existing jobs; to increase or decrease the number of jobs or employees;

To determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement;

To use managerial, supervisory or other non-unit employees or part-time/reserve/volunteer personnel to perform work performed by employees of the unit;

To determine the assignment of work; to schedule the hours and days to be worked by employees;

To permanently or temporarily discontinue, or to sell, convey, transfer or assign all or any part of its facilities, functions, services, or other operations;

To open new facilities; to transfer or assign employees to new facilities;

To make studies of workloads, job assignments, method of operation and efficiency from time to time and to make changes based on said studies;

To expand, reduce, alter, combine, transfer, assign, cease or create any job, job classification, department or operation;

To institute, modify or terminate any bonus or work incentive plan;

To control and regulate or discontinue the use of supplies, machinery, equipment, vehicles and other property owned, used, possessed or leased by it; to make or change rules, policies and practices not in conflict with the provisions of this Agreement; to introduce new, different or improved methods, means, processes, maintenance, service and operations;

And otherwise generally to manage the Police Department, and direct the work force.

- 36.2 In addition to, or in further explanation of those rights of the City of Mount Dora set forth above, in its charter, code, ordinances, resolutions, and in State Statutes, the parties specifically acknowledge, and the Union agrees that the City shall:

- A. Have the unilateral authority to hire, establish and change the standards for hiring and establish and change the procedures for hiring;
- B. Discipline employees for proper cause;
- C. Have the unilateral authority to determine what work will be performed, when it will be performed, and by whom it will be performed within the Bargaining Unit;
- D. Have the unilateral authority to determine whether work will be subcontracted to a private entity or transferred to another governmental entity;
- E. Have the unilateral authority to require employees to submit to drug screening as part of an otherwise regularly required physical examination, or upon reasonable suspicion of drug use;
- F. Have the unilateral authority to establish and change work schedules, to transfer employees, to lay off employees, and to temporarily or permanently reduce the work force.

36.3 If the Mayor determines, in his/her sole discretion, that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, or other emergency conditions, the provisions of this Agreement may be suspended by the Employer for the duration of the declared emergency; provided, however, that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE 37

SEVERABILITY

- 37.1 If any Article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with our enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.
- 37.2 The parties shall enter into collective bargaining negotiations purpose for the purpose of arriving at a replacement for such Article or Section.

ARTICLE 38

PUBLICATION OF THE AGREEMENT

The City will undertake the responsibility of printing the necessary number of copies of this Agreement for the new employee distribution and provide the Agreement in digital (Word) format to the Union. The City will maintain a current version “on-line” for employees to access and download when necessary.

ARTICLE 39

DURATION

This Agreement shall take effect October 1, 2021, and shall continue in full force and effect until midnight September 30, 2024.

This Agreement shall take effect October 1, 2021 and shall continue in full force and effect until midnight September 30, 2021. Both parties agree to immediately reopen negotiations, for a successor agreement.

Both parties agree to reopen the following articles: 9 Wages, 30 Physical Examination and 31 General Provisions.

Either party may re-open three (3) articles in addition to Article, beginning October 1, 2021, October 1, 2022 and October 1, 2023.

If no mutual agreement is reached on a successor Collective Bargaining Agreement, negotiations will automatically be declared at impasse, and the impasse procedures provided under the law may be invoked.

CITY OF MOUNT DORA
FRATERNAL ORDER OF POLICE, INC.

GRIEVANCE FORM

STEP ONE

F.O.P No. : _____ Inv. No.: _____

Employee Name	Job Title	Date Alleged Grievance Occurred
---------------	-----------	---------------------------------

STEP ONE:

Grievance presented in writing to Commander

By: _____ On _____
Employee Signature or FOP Official Date/Time

Received By: _____ On _____
Commander's Signature Date/Time

Contract Provision Allegedly Violated: Article _____

Description of Grievance: (Attach separate sheet if necessary)

Remedy Sought: _____

Commander's answer in writing:

Accepted _____ Rejected _____

Reason(s):

Commander's Signature: _____ on _____
Date/Time

Received by: _____ on _____
Date/Time

Copies to: Employee, Union Office

CITY OF MOUNT DORA
FRATERNAL ORDER OF POLICE, INC.

GRIEVANCE FORM
STEP TWO

F.O.P No. : _____ Inv. No.: _____

Employee Name	Job Title	Date Alleged Grievance Occurred
---------------	-----------	---------------------------------

STEP TWO:

Grievance presented in writing to Deputy Chief

By: _____ On _____
Employee Signature or FOP Official Date/Time

Received By: _____ On _____
Deputy Chief Signature Date/Time

Contract Provision Allegedly Violated:

Article: _____ Section: _____

Description of Grievance: (Attach separate sheet if necessary)

Remedy Sought: _____

Deputy Chief's answer in writing: Accepted _____ Rejected _____

Reason(s):

Deputy Chief's Signature: _____ on _____
Date/Time

Received by: _____ on _____
Date/Time

Copies to: Employee, Union Office

CITY OF MOUNT DORA
FRATERNAL ORDER OF POLICE, INC.

GRIEVANCE FORM
STEP THREE

F.O.P No. : _____ Inv. No.: _____

Employee Name	Job Title	Date Alleged Grievance Occurred
---------------	-----------	---------------------------------

STEP TWO:

Grievance presented in writing to Police Chief

By: _____ On _____
Employee Signature or FOP Official Date/Time

Received By: _____ On _____
Police Chief Signature Date/Time

Contract Provision Allegedly Violated:

Article: _____ Section: _____

Description of Grievance: (Attach separate sheet if necessary)

Remedy Sought: _____

Police Chief's answer in writing: Accepted _____ Rejected _____

Reason(s):

Police Chief's Signature: _____ on _____
Date/Time

Received by: _____ on _____
Date/Time

Copies to: Employee, Union Office

CITY OF MOUNT DORA
FRATERNAL ORDER OF POLICE, INC.

GRIEVANCE FORM
STEP FOUR

F.O.P No. : _____ Inv. No.: _____

Employee Name	Job Title	Date Alleged Grievance Occurred
---------------	-----------	---------------------------------

STEP TWO:

Grievance presented in writing to City Manager

By: _____ On _____
Employee Signature or FOP Official Date/Time

Received By: _____ On _____
City Manager Signature Date/Time

Contract Provision Allegedly Violated:

Article: _____ Section: _____

Description of Grievance: (Attach separate sheet if necessary)

Remedy Sought: _____

City Manager's answer in writing: Accepted _____ Rejected _____

Reason(s):

City Manager's Signature: _____ on _____
Date/Time

Received by: _____ on _____
Date/Time

Copies to: Employee, Union Office

AGREEMENT

This Agreement was ratified by vote of the Bargaining Unit members on September 17, 2021 and by vote of the City Council of the City of Mount Dora on _____, 2021.

FOR THE FOP:



Brian Cechowski
Fraternal Order of Police
Florida State Lodge

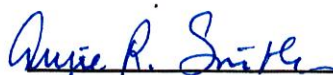
09/17/2021

Date

FOR THE CITY:

Catherine T. Hoechst
Mayor

Date



Angie Smith
President FOP Lodge 147

9/20/21

Date

Charles F. Revell
Interim City Manager

Date



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 5, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

Charles F. Revell

SUBJECT: Request adoption of Resolution 2021-116, approving the Master Fee Schedule

Introduction:

This is a request for City Council to approve Resolution No. 2021-116, Master Fee Schedule Updates.

Discussion:

Resolution No. 2021-116 includes Exhibit "A" which lists the existing fees and all updates. City fees are actual pass-through costs for various City services, programs, development applications, permits, library services, etc.

The City uses a "Master Fee" Schedule to establish fees for a variety of services. The current Master Fee Schedule was last adopted by Resolution No. 2021-005 on January 5, 2021 and a minor update by Resolution 2021-68 on June 15, 2021. As such, the Master Fee Schedule now requires updating to ensure all fees are accurately capturing the cost to provide any specific service provided.

Budget Impact:

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

Strategic Impact:

This action "memorializes" all of the various ordinances and resolutions establishing (and/or amending) the various fees. Service and program fees are consistent with the Fiscal strategic goals of the City.

Recommendation City Council to approve Resolution No. 2021-116.

Attachment(s):

1. Resolution 2021-116 Master Fee Schedule.SGSFinal
2. Exhibit A Resolution 2021-116, Fee Resolution

Prepared by: John McKinney, Finance Director

Reviewed by: Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Charles Revell, Interim City Manager

Approved - 9/29/2021

Approved - 9/29/2021

Approved - 9/29/2021

Final Approval - 9/30/2021

RESOLUTION NO. 2021-116

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE MASTER FEE SCHEDULE FOR THE CITY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF PRIOR FEE SCHEDULE RESOLUTIONS; PROVIDING FOR APPROVAL AND ADOPTION OF THE MASTER FEE SCHEDULE; PROVIDING THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City adopted its current Master Fee Schedule on January 5, 2021 under Resolution No.: 2021-005 and on June 15, 2021, under Resolution 2021-068; and

WHEREAS, from time to time, it is fiscally prudent and appropriate for the City to amend the fees established for the purpose of administering the various programs and services provided by the City; and

WHEREAS, the City has determined that it is necessary to revise certain of its current fees in order to adequately continue providing the programs, services and/or functions supported by the same.

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

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

SECTION 2. Repeal of Prior Fee Schedule Resolutions. City of Mount Dora Resolution No.: 2021-005 and Resolution No., 2021-068 are hereby repealed in their entirety.

SECTION 3. Approval and Adoption of Master Fee Schedule.

A. The Master Fee Schedule attached hereto as **Exhibit "A"** is hereby approved and adopted.

B. The City of Mount Dora and the Departments thereof shall be exempt from the payment of any applicable fees established by the Fee Schedule adopted hereunder, excluding building permit fees, impacts fees and/or any other applicable fees required by Florida law.

SECTION 4. Implementation of Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate,

necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 5. Savings Clause. All prior actions of the City of Mount Dora pertaining to the City's Master Fee Schedule, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this 5th day of October, 2021.

CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jessica Burnham
City Clerk

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

Sherry G. Sutphen
City Attorney

Exhibit “A”
Master Fee Schedule

CITY OF MOUNT DORA CITY FEE SCHEDULE
Customer Service / Utilities

Miscellaneous Rates		Current Fee
Account Setup Fee - Residential & Non-Residential Accounts	\$	30.00
Hydrant & Temporary Meter Account Setup Fee (Water)		\$75.00
Credit for signing up for Auto Draft & Ebill - New & Existing Accounts	\$	(25.00)
Late fee Penalty (3 Days past due)		
The 3% late fee will be added to accounts on the day after the due date plus 3 days from the invoice.		3%
Delinquent Fee (Business Hours)		
Added to accounts when payment not received on the thirtieth (30) day by 5:00 p.m. after the invoice date.		
Staff may waive delinquent charge once in a twelve month period if requested by the customer.		\$30.00
Reconnection Charge (Business Hours)		\$30.00
Reconnection Charge (After Hours till 9 p.m.)		\$100.00
Reconnection Charge (After Hours between 9 p.m. & 6 a.m.)		\$250.00
Lock and Pull Meters		\$30.00
Accounts that are not paid 5 to 7 business days after it has been turned off for non-payment, the City will either lock or pull those meters and an additional \$30.00 service fee will be charged to the account. All past due fees and service fees will need to be paid in full before service is restored. This fee is non-waivable and applies to each meter.		
Water Meter Tampering (Unauthorized access to meters or systems) + cost		
1st Offense	\$	75.00
2nd Offense	\$	150.00
3rd and subsequent tamperings	\$	250.00
Electric Meter Tampering (Unauthorized access to meters or systems) + cost	\$	250.00
Lien File Fees	\$	20.00
Lien Research Fee - Standard three (3) business days	\$	30.00
Lien Research Fee - Expedited one (1) business day	\$	50.00
Meter test charge if equipment determined not defective	\$	55.00
Regular Backflow Monitor and Test	\$	4.17
Fire Backflow Monitor and Test	\$	9.17
Manual Read - monthly required charge for all temporary meters	\$	5.00
Disconnection Charge - if required by Ordinance not related to a delinquent account	\$	30.00
Garage Sale Permits	\$	5.00
Garage Sale Permits - Online		Free
Storage Fee - related to any item abandoned, found and/or located on City right-of-way or easement and stored by the City (doesn't include forfeiture / impoundment fees)	\$	10.00
Digital Meter Opt-Out - non-refundable enrollment fee	\$	95.00
Digital Meter Opt-Out - monthly manual meter reading fee	\$	13.00
The Digital Meter Opt-Out was supported by the Public Service Commission under Docket No. 20180088-EI		
Deposits		
1. RESIDENTIAL UTILITY DEPOSITS ARE BASED ON CREDIT SCORE AS VERIFIED BY APPROVED PROVIDER: IF CREDIT IS ACCEPTABLE - NO DEPOSIT REQUIRED		
2. MULTI FAMILY & NON-RESIDENTIAL UTILITY DEPOSITS ARE BASED ON AN AMOUNT EQUAL TO TWICE THE ESTIMATED AVERAGE MONTHLY BILL ROUNDED UP TO THE NEAREST FIFTY DOLLAR INCREMENT FOR ALL REQUIRED UTILITIES.		
3. ALL DEPOSITS ARE HELD IN A NON INTEREST BEARING ACCOUNT - THEREFORE NO INTEREST PAID ON ANY DEPOSITS HELD		
4. RESIDENTIAL DEPOSITS MAY BE REFUNDED IF NO DELINQUENCY WITHIN A 24 MONTH PERIOD		
5. IN THE EVENT THE UTILITY SERVICE IS DISCONNECTED 2 OR MORE TIMES FOR NON-PAYMENT OR HAS RECEIVED 2 OR MORE RETURNED CHECKS WITHIN A 12 MONTH PERIOD, OR INSUFFICIENT UTILITY CREDIT SCORE, THE CITY WILL REQUIRE A DEPOSIT(S) AS OUTLINED BELOW.		
		Current Fee
Water		
Residential		\$40.00
Temporary Hydrant Meter		\$1,500.00
Wastewater		
Residential		\$75.00
Irrigation		
Residential		\$60.00
Reclaimed Water		
Residential		\$60.00
Sanitation		
Residential		\$25.00
Electric		
Residential		\$240.00
Temporary Electric Meter		\$250.00

CITY OF MOUNT DORA CITY FEE SCHEDULE

Customer Service / Utilities

UTILITY PAYMENT PLANS		
At the discretion of the City a payment plan may be established for accounts that are currently disconnected or have a past due balance greater than three hundred dollars (\$300.00). The monthly payment plan shall be for a period equal to the number of months in arrears but at no time longer than six months and will be in addition to the normal monthly utility bill. There will be no waiver/reduction of the accrued late fees and delinquency charges and an additional administration fee of \$30.00 will be charged for setting up and administering the payment plan. Upon establishment of the payment plan, agreement by the customer and receipt of the first payment then service can be restored. If a customer fails to complete the payment plan in full, the City shall be entitled to take all legal action permissible, including but not limited to, delivering the underlying utility lien to the county court for enforcement and/or forwarding this matter to a collection agency to secure payment.		
No more than one payment plan per rolling 12 month period.		
The City allows for Budget Billing for customers that have a twelve month history with no late fees or penalties.		
WATER METERS INSTALLATION		
¾ inch		\$400.00
1 inch		\$450.00
1 ½ inch		\$775.00
2 inch		\$875.00
4 inch		Cost + 10%
6 inch		Cost + 10%
Upgrades		Cost + 10%
UTILITY RATES - ALL RATE CLASSES - INSIDE CITY		
Water		CURRENT
Availability Per Unit (not metered)		\$ 10.69
Availability Per Unit (metered)		\$ 7.48
0 to 8,977 (per 1,000 gallon) of Consumption		\$ 1.86
8,977 - 17,953 (per 1,000 gallon) of Consumption		\$ 3.73
17,953 - 26,930 (per 1,000 gallon) of Consumption		\$ 5.59
26,930 and up (per 1,000 gallon) of Consumption		\$ 7.46
Sewer		CURRENT
Availability Per Unit (not metered)		\$ 28.91
Availability Per Unit (metered)		\$ 20.25
All Consumption per 1,000 gallon		\$ 5.91
- Residential Caps at 8,977 if no other meter		
- Commercial has no caps on consumption		
Irrigation		CURRENT
Availability Per Unit (not metered)		\$ 10.69
0 to 17,953 (per 1,000 gallon) of Consumption		\$ 3.73
17,953 - 26,930 (per 1,000 gallon) of Consumption		\$ 5.59
26,930 and Up (per 1,000 gallon) of Consumption		\$ 7.46
Reclaimed Water		CURRENT
Availability Per Unit (not metered)		\$ 10.69
0 to 17,953 (per gallon) of Consumption		\$0.00054908
17,953 - 26,930 (per gallon) of Consumption		\$0.00081844
26,930 and Up (per gallon) of Consumption		\$0.00108780
Stormwater		CURRENT
Flat Fee		\$ 9.00
UTILITY RATES - ALL RATE CLASSES - OUTSIDE CITY		
Water		CURRENT
Availability Per Unit (not metered)		\$ 13.36
Availability Per Unit (metered)		\$ 9.36
0 to 8,977 (per 1,000 gallon) of Consumption		\$ 2.33
8,977 - 17,953 (per 1,000 gallon) of Consumption		\$ 4.66
17,953 - 26,930 (per 1,000 gallon) of Consumption		\$ 6.99
26,930 and up (per 1,000 gallon) of Consumption		\$ 9.32
Sewer		CURRENT
Availability Per Unit (not metered)		\$ 36.14
Availability Per Unit (metered)		\$ 25.31
All Consumption per 1,000 gallon		\$ 7.40
- Residential Caps at 8,977 if no other meter		
- Commercial has no caps on consumption		
Irrigation		CURRENT
Availability Per Unit (not metered)		\$ 13.36
0 to 17,953 (per 1,000 gallon) of Consumption		\$ 4.66
17,953 - 26,930 (per 1,000 gallon) of Consumption		\$ 6.99
26,930 and Up (per 1,000 gallon) of Consumption		\$ 9.32
Reclaimed Water		CURRENT
Availability Per Unit (not metered)		\$ 13.36
0 to 17,953 (per gallon) of Consumption		\$0.00068157
17,953 - 26,930 (per gallon) of Consumption		\$0.00102236
26,930 and Up (per gallon) of Consumption		\$0.00136314

CITY OF MOUNT DORA CITY FEE SCHEDULE

Sanitation Utility

SANITATION RATES		
SERVICE	DESCRIPTION	CURRENT
RESIDENTIAL FEES		
Sanitation - Recycling	SA-CANS RS/GN/MF	20.22
COMMERCIAL FEES		
1 Toter x1/wk(Cans)	SA-TOTER 1X1	25.79
1 Toter x2/wk	SA-TOTER 1X2	51.59
1 Toter x3/wk	SA-TOTER 1X3	77.38
2 Toter x1/wk	SA-TOTER 2X1	51.59
2 Toter x2/wk	SA-TOTER 2X2	103.17
2 Toter x5/wk	SA-TOTER 2X5	257.91
3 Toter x1/wk	SA-TOTER 3X1	77.38
3 Toter x2/wk	SA-TOTER 3X2	154.74
4 Toter x1/wk	SA-TOTER 4X1	103.17
4 Toter x2/wk	SA-TOTER 4X2	206.33
7 Toter x1/wk	SA-TOTER 7X1	180.54
Shared dumpster 8 yard x1/wk	SA-SH2	57.25
Shared dumpster	SA-RTSU	94.81
Shared dumpster 4 yard x2/wk	SA-SH3	96.14
Shared dumpster 8 yard x2/wk	SA-SH1	113.38
Shared dumpster	SA-REST	273.75
Dumpster 2 yard x1/wk	SA- D 2X1	97.63
Dumpster 2 yard x2/wk	SA- D 2X2	191.40
Dumpster 2 yard x3/wk	SA- D 2X3	282.39
Dumpster 2 yard x4/wk	SA- D 2X4	353.68
Dumpster 2 yard x5/wk	SA- D 2X5	434.85
Dumpster 2 yard x6/wk	SA- D 2X6	504.74
Dumpster 3 yard x1/wk	SA- D 3X1	145.86
Dumpster 3 yard x2/wk	SA - D 3X2	290.82
Dumpster 3 yard x3/wk	SA - D 3X3	435.74
Dumpster 3 yard x4/wk	SA - D 3X4	580.62
Dumpster 3 yard x5/wk	SA - D 3X5	725.20
Dumpster 3 yard x6/wk	SA - D 3X6	870.49
Dumpster 4 yard x1/wk	SA - D 4X1	188.56
Dumpster 4 yard x2/wk	SA - D 4X2	370.58
Dumpster 4 yard x3/wk	SA - D 4X3	546.91
Dumpster 4 yard x4/wk	SA - D 4X4	706.44
Dumpster 4 yard x5/wk	SA - D 4X5	854.74
Dumpster 4 yard x6/wk	SA - D 4X6	991.72

CITY OF MOUNT DORA CITY FEE SCHEDULE

Sanitation Utility

SANITATION RATES		
SERVICE	DESCRIPTION	CURRENT
DW- shared residential	SA- SHARED RS	22.58
DW- shared commercial	SA- SHARED GN	24.63
DW- restaurant A (1-49)	SA-RST1	69.23
DW- restaurant B (50-99)	SA-RST2	137.47
DW- restaurant C (over 100)	SA-RST3	273.96
Dumpster 6 yard x1/wk	SA - D 6X1	273.93
Dumpster 6 yard x2/wk	SA - D 6X2	538.46
Dumpster 6 yard x3/wk	SA - D 6X3	794.63
Dumpster 6 yard x4/wk	SA - D 6X4	1,042.27
Dumpster 6 yard x5/wk	SA - D 6X5	1,260.47
Dumpster 6 yard x6/wk	SA - D 6X6	1,461.74
Dumpster 8 yard x1/wk	SA - D 8X1	359.30
Dumpster 8 yard x2/wk	SA - D 8X2	717.63
Dumpster 8 yard x3/wk	SA - D 8X3	1,059.14
Dumpster 8 yard x4/wk	SA - D 8X4	1,389.37
Dumpster 8 yard x5/wk	SA - D 8X5	1,708.22
Dumpster 8 yard x6/wk	SA - D 8X6	2,011.67
Dumpster 10 yard x1/wk	SA - D 10X1	448.18
Dumpster 10 yard x2/wk	SA - D 10X2	895.40
Dumpster 10 yard x3/wk	SA - D 10X3	1,342.68
Dumpster 10 yard x4/wk	SA - D 10X4	1,789.87
Dumpster 10 yard x5/wk	SA - D 10X5	2,237.14
Dumpster 10 yard x6/wk	SA - D 10X6	2,684.33
Dumpster lock	SA-LOCK	11.58
Extra 2 yard pickup	SA-XTRA2PU	38.60
Extra 3 yard pickup	SA-XTRA3PU	50.95
Extra 4 yard pickup	SA-XTRA4PU	67.91
Extra 6 yard pickup	SA-XTRA6PU	101.84
Extra 8 yard pickup	SA-XTRA8PU	135.83
Extra 10 yard pickup	SA-XTRA10PU	169.77
Compactor 3 yard x4/wk	SA-CO 3X4	1,043.25
Compactor 4 yard x4/wk	SA-CO 4X4	1,427.37
Front Load Compaction Equipment		
4 cubic yard Vertipak or Similar	SA-Vertipak - 4	78.92
6 cubic yard Vertipak or Similar	SA-Vertipak - 6	115.38
8 cubic yard Vertipak or Similar	SA-Vertipak - 8	151.65

Roll offs are billed by Waste Management Directly

Roll off/Compactor 10 yard	SA-CO 10 - Load charge	197.51
Roll off/Compactor 20 yard	SA-CO 20 - Load charge	214.03
Roll off/Compactor 30 yard	SA-CO 30 - Load charge	246.92
Roll off/Compactor 40 yard	SA-CO 40 - Load charge	263.34
Roll off/Compactor 10 yard	Delivery Charge	90.83
Roll off/Compactor 20 yard	Delivery Charge	90.83
Roll off/Compactor 30 yard	Delivery Charge	105.34
Roll off/Compactor 40 yard	Delivery Charge	105.34
Roll off/Compactor 10 yard	Monthly Rental	90.83
Roll off/Compactor 20 yard	Monthly Rental	90.83
Roll off/Compactor 30 yard	Monthly Rental	105.34
Roll off/Compactor 40 yard	Monthly Rental	105.34

CITY OF MOUNT DORA CITY FEE SCHEDULE

Electric Department

ELECTRIC UTILITY RATES	
Miscellaneous Rates	Current Fee
Private Area Light	
Install light on existing Pole	\$ 75.00
Install light on new wood Pole	\$ 320.00
Permanent Single Phase	\$ 100.00
Permanent Three Phase up to 200 amperes	\$ 400.00
Permanent Three Phase over to 200 amperes	\$ 550.00
Overhead Service Drops	actual cost + 10%
All Other Overhead Service Drops,	actual cost + 10%
Underground Service	actual cost + 10%
Connection Charges	
Reconnection Charge if disconnected at pole + COST	\$ 175.00
Temporary - Electric Meter	\$ 100.00
Change over from one type of service to another	Subtract new service connection fee
Pole Attachment lease rate - cable	\$ 14.30
Pole Attachment lease rate - telecom	\$ 20.58
Electric Residential	Current Rates
Customer Charge (per kw hour)	\$10.55
Energy Charge (per kw hour)	\$ 0.047500
Power Cost (per kw hour)	\$ 0.054070
Gross Receipts Tax (percentage)	2.563%
General Service - Non Demand	
Single Phase (per month)	\$10.55
Three Phase (per month)	\$23.75
Energy Charge (per kw hour)	\$0.047500
General Service - Demand	
Customer Charge (per month)	\$ 23.75
Demand Charge (per kw hour-mo)	\$ 5.79
Energy Charge (per kw hour)	\$ 0.006610
Public Street & Highway Lighting Service	Per Month
175 Watt Mercury Vapor	\$ 11.44
100 Watt High Pressure Sodium	\$ 11.90
150 Watt High Pressure Sodium	\$ 9.88
Antique Lights - Highland Phase 1 & 2	\$ 11.90
Antique Lights - Community Development	\$ 12.70
400 Watt High Pressure Sodium - Palm Island	\$ 19.31
400 Watt High Pressure Sodium Cobra - Highway	\$ 22.52
400 Watt MH Shoebox - FBC/FBF	\$ 20.45
26 Watt FL Acorn	\$ 12.10
40 Watt FL Acorn	\$ 12.10
40 Watt LED Acorn - Corncob	\$ 9.28
55 Watt LED Acorn - Retrofit	\$ 10.83
66 Watt LED Acorn - Sternberg	\$ 18.69
110 Watt LED Cobra - Street	\$ 10.90
80 Watt LED Cobra - Street	\$ 9.09
Private Area Lighting Service	Per Month
100 Watt High Pressure Sodium	\$ 11.60
57 Watt LED Dusk to Dawn	\$ 9.77
Power Cost	Rates
Power Cost Charge (per kwh)	\$ 0.0540700

Note: Actual Cost charges are to include a 10% administrative fee.

CITY OF MOUNT DORA CITY FEE SCHEDULE

Building & Fire Services/Impact Fees

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

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

Building Services/Permitting	
COMMERCIAL & MULTI FAMILY PERMIT FEES	FEE SCHEDULE
Commercial and Multi-Family New Construction, or Additons	\$150.00 base fee; plus \$8.00 per \$1,000.00 or fraction thereof construction value.
Commercial and Multi-Family Alteration, In-ground Pools, or Spas	\$75.00 base fee; plus \$7.00 per \$1,000.00 or fraction thereof of construction value.
Commercial and Multi-Family Sub-Contractors	\$75.00 base fee; plus \$7.00 per \$1,000.00 or fraction thereof of construction value.
Commercial and Multi-Family Foundation Permit Fee (<i>All Impact Fees shall be paid prior to issuance of foundation permit.</i>)	\$150.00
Commercial and Multi-Family stand-alone permits. Permit involving more than one trade shall be grouped as commercial alteration or addition	
Commercial and Multi-Family stand-alone permits: Mechanical, roofing, electrical, gas plumbing and sign....	\$75.00 base fee; plus \$7.00 per \$1,000.00 or fraction thereof of construction value.
Change in Use is considered a commercial alteration and the applicable fees shall apply.	
ONE-TWO FAMILY DWELLING PERMIT FEES	
One-Two Family Dwellings new construction, or additions	\$75.00 base fee; plus \$0.71 per square foot of construction
One-Two Family Dwellings Alterations or in ground pools	\$75.00 base fee; plus \$7.00 per \$1,000.00 or fraction thereof of construction value
One-Two Family Dwellings Sub-Contractors	\$75.00 base fee; plus \$7.00 per \$1,000.00 or fraction thereof of construction value
One-Two Family Dwellings Foundation Permit Fee	\$75.00
**Residential stand-alone permits. Permit involving more than one trade shall be grouped as a One-Two Family Dwellings alteration or addition	
Plumbing, re-pipe, or upgrade (including water heater replacement)	\$50.00
Electrical, new service, or upgrade	\$50.00
AC and heating unit replacement or upgrade	\$50.00
Fences	\$50.00
Stucco	\$50.00
Siding	\$50.00
Soffit and fascia	\$50.00
Re-roofing	\$50.00
One-Two Family Dwelling Flagpole	\$50.00
Spa	\$75.00
Private above-ground pool	\$75.00
Windows and/or Doors	\$50.00
**NOTE: One-Two Family Dwelling Permits are also subject to the following: State of Florida Building Surcharge, Lien Law Fees, and Plan Review Fees	
DEMOLITION OR MOVING A STRUCTURE PERMIT	
Permits for demolition of building or structures	\$75/per structure
Moving a building or structure (<i>Additional permits shall be required for the foundation and reconnecting services to the building or structure.</i>)	\$150/per structure
WORK WITHOUT A PERMIT	
Issuance of permit after construction has commenced	\$150.00 or double amount or permit fee, whichever is greater
Release of Stop Work Order	\$250.00
RE-INSPECTION FEES	
Re-Inspection Fee	\$50.00
USE OF A PRIVATE PROVIDER INSPECTION SERVICES	
Reduction of fee for use of a Private Provider Inspection Service	Reduction in Fees by 13%
OTHER INSPECTIONS	
Inspections during other than normal business hours	\$55.00/hr with a three hour minimum
Inspections outside of enforcement of the Florida Building Code, including City Codes or Ordinances	\$55.00/hr billable at 10 Minute intervals
CONSTRUCTION PLAN REVIEW	
Use of a private provider for Plan Review services	Reduction in Fees by 5%
COMMERCIAL/MULTI FAMILY PLAN REVIEW	
Construction Plan Review by the Building Official or Fire Official in conjunction with a building permit application	50% of the Building Permit Fee
Plan Review Fee for Re-Submittal	50% of the Plan Review Fee
Revision/Re-Stamp fee for Commercial & Multi-Family Plan Review	\$35.00 plus \$5.00 per page
Commercial and Multi-Family Fire Life Safety Plan Review	\$.05 cents per square foot
ONE & TWO FAMILY PLAN REVIEW	
Construction Plan Review by the Building Official or Fire Official in conjunction with a building permit application	10% of the Building Permit Fee
Plan Review Fee for Re-Submittal	50% of the Plan Review Fee
Revision/Re-Stamp fee for One & Two Family Dwellings	\$35.00
Change of Model for One & Two Family Dwellings	Initial Plan Review Fee
MASTER FILE FEES	
The Building Official or his designee shall collect this fee to maintain documents for all master files or until a FBC edition change whichever happens first. Payment of the fee entitles the contractor to master file the following documents: Single Family Residents/Swimming Pools/Screen Enclosures/Boat Docks/Sheds/Solar Panels/HVAC Tie-Downs/Pre-Engineered Fire Suppression Systems	\$30.00 per anum based on City's fiscal year
REJECTION OF PLANS	
Rejection of the design documents based on Florida Building codes three or more tmes for failure to correct a code violation which was specifically notes in each rejection	4X the amount of the proportion of the permit fee attributed to plans review

CITY OF MOUNT DORA CITY FEE SCHEDULE

Building & Fire Services/Impact Fees

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

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

PERMIT SERVICES		
Change of Primary Contractor	\$50.00	
Change of Subcontractor	\$30.00	
OTHER PERMIT RELATED FEES		
Temporary or conditional certificate of occupancy	\$110.00	
Replacement of building permit card	\$5.00	
Extension of Permit	\$50.00 or 10% of original permit fee whichever is greater.	
PERMIT RENEWALS (ON EXPIRED PERMITS)		
No inspections conducted	100% of Original Fee	
Slab inspection approved, slab poured	80% of Original Fee	
Rough all inspections approved	50% of Original Fee	
Insulation inspection approved	30% of Original Fee	
Pending final inspection only	10% of Original Fee	
MISCELLANEOUS		
Local Product Approval (per hour - 1 Hour Minimum)	\$65.00	
Evaluation of Alternative Material and Methods (When required by the Building Official to be reviewed by a 3rd 1 hour minimum) party the expenses, will be paid by applicant.)	\$65/hour with 1 hour minimum	
Flood Determination Letter	\$25.00	
State of Florida Building Surcharge	3.0% of Permit Fee/Min. Amount \$4.00	
Lien Law Fee	\$5.00	
Rental License & Inspection	\$80.00	
FIRE INSPECTIONS, PLAN REVIEW AND PERMITTING		
FIRE INSPECTION FEES		
Fire Alarm Inspection	\$70.00 plus \$1.50 per device after six	
Fire Sprinkler Inspection	\$70.00 plus \$1.50 per head after six	
*Plus,(if applicable) Standpipe Inspection	\$50.00	
*Plus,(if applicable) Fire Pump Inspection	\$50.00	
*Plus, (if applicable) 24 hour air test	\$50.00	
Underground Fire Inspection	\$70.00	
Hood Inspection	\$70.00	
Fire Suppression System Inspection	\$50.00	
Commercial and Multi-Family (except one and two family dwellings) Fire Final (Life Safety Inspection) Inspection	\$50.00	
Request for building or hydrant flow	\$50.00	
The inspection of non-cooking vendors/booths less than 200 square feet vender/booth individual area, that are entirely within a primary building, will be inspected as part of that building. Businesses with cooking facilities will be charged standard fire inspection fee. Additionally, in the event multiple businesses are registered as having the same physical address, the fire inspection fees shall be charged only to the property owner and not to each tenant.		
FIRE SYSTEMS PERMITS FEES		
Fire alarm, sprinkler, underground, suppression, hood, etc...	\$75.00 base fee; plus \$7.00 per \$1,000 or fraction thereof construction value	
FIRE SYSTEMS PLAN REVIEW		
Fire alarm, sprinkler, underground, suppression, hood, etc	\$75.00	
FIRE DEPARTMENT FEES		
Authorized Burn	\$125.00	
Firework/Pyrotechnic Display - includes inspection	\$300.00	
Sparkler Sales	\$75.00	
Fire Watch - Fire Personnel	\$29.40 per hour, per person	
	Actual Cost + 10% administrative fee	
Fire watch - Equipment	\$100.00 per vehicles, per day	
Tent with occupancy load over 30 persons or those used for assembly	\$25.00	
Food Truck Inspection	\$30.00 for 6 months	
Routine Fire inspections up to 2,000 sq ft	\$50.00	
Routine Fire inspections from 2,001 sq ft to 4,000 sq ft	\$125.00	
Routine Fire inspections from 4,001 sq ft to 7,500 sq ft	\$150.00	
Routine Fire inspections from 7,501 sq ft to 15,000 sq ft	\$200.00	
Routine Fire inspections over 15,001 sq ft	\$250.00	
Re-inspections (1st Reinspection is included)	\$50.00	

CITY OF MOUNT DORA CITY FEE SCHEDULE

Building & Fire Services/Impact Fees

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

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

IMPACT FEES					
WATER IMPACT FEES					
	Inside City	Outside City			
Single Family	\$ 1,340.00	\$ 1,675.00			
Duplex (1-2 Bedrooms)	\$ 1,116.22	\$ 1,395.28			
Duplex (3+ Bedrooms)	\$ 1,340.00	\$ 1,675.00			
Multi Family (1-2 Bedrooms)	\$ 1,116.22	\$ 1,395.28			
Multi Family (3+ Bedrooms)	\$ 1,340.00	\$ 1,675.00			
Mobile Home (1-2 Bedroom)	\$ 893.78	\$ 1,117.23			
Mobile Home (3+ Bedroom)	\$ 1,116.22	\$ 1,395.28			
Multifamily Apartment Assisted Living (per unit)	\$ 893.78	\$ 1,117.23			
**Note: For all establishments not listed in the table, the total value (ERU) shall be determined by multiplying the number of fixture units by twenty five (25) and divide the numerator by 300 GPD/ERU, then multiple by \$2,526.82 (inside City) or \$3,158.52 (outside the City)			**Note: For all establishments not listed in the table, the total value (ERU) shall be determined by multiplying the number of fixture units by twenty-five (25) and divide the numerator by 300 GPD/ERU, then multiply by \$1,340.00 (inside City). Connection for buildings outside City Limits will increase impact fees by 25%.		
SEWER IMPACT FEES					
	Inside City	Outside City			
Single Family	\$4,215.00	\$5,268.75			
Duplex (1-2 Bedrooms)	\$3,511.00	\$4,388.75			
Duplex (3+ Bedrooms)	\$4,215.00	\$5,268.75			
Multi Family (1-2 Bedrooms)	\$3,511.00	\$4,388.75			
Multi Family (3+ Bedrooms)	\$4,215.00	\$5,268.75			
Mobile Home (1-2 Bedroom)	\$2,811.40	\$3,514.25			
Mobile Home (3+ Bedroom)	\$3,511.10	\$4,388.88			
Multifamily Apartment Assisted Living (per unit)	\$2,811.40	\$3,514.25			
**Note: For all establishments not listed in the table, the total value (ERU) shall be determined by multiplying the number of fixture units by twenty five (25) and divide the numerator by 300 GPD/ERU, then multiple by \$2,526.82 (inside City) or \$3,158.52 (outside the City)			**Note: For all establishments not listed in the table, the total value (ERU) shall be determined by multiplying the number of fixture units by twenty-five (25) and divide the numerator by 300 GPD/ERU, then multiply by \$4,215.00 (inside City). Connection for buildings outside City Limits will increase impact fees by 25%.		
RECLAIMED WATER IMPACT FEES					
	Inside City	Outside City			
Single Family (400 GPD) - 0.12 acres	\$500.00	\$625.00			
Duplex 0.06 acres or less	\$250.00	\$312.50			
Multifamily Apartment Assisted Living	\$333.50	\$416.88			
Mobile Home - 0.10 acres or less	\$333.50	\$416.88			
Commercial - billed at 1ERU per 0.12 acres of greenspace/landscaping area	\$500.00	\$625.00			
**Note: For all establishments not listed in the table, the total value (ERU) shall be determined by multiplying the number of fixture units by twenty five (25) and divide the numerator by 300 GPD/ERU, then multiple by \$2,526.82 (inside City) or \$3,158.52 (outside the City)			**Note: For all establishments not listed in the table, the total value (ERU) shall be determined by multiplying the number of fixture units by twenty-five (25) and divide the numerator by 300 GPD/ERU, then multiply by \$4,215.00 (inside City). Connection for buildings outside City Limits will increase impact fees by 25%.		
CITY IMPACT FEES					
Residential	TOTAL	PARKS & RECS	PUBLIC LIBRARY	POLICE	FIRE/EMS
Single Family	\$5,055.38	\$2,814.64	\$1,498.41	\$298.52	\$443.81
Multi-Family	\$3,169.14	\$1,412.45	\$751.92	\$776.14	\$228.63
Non-Residential					
Commercial (per 1000 Sq Feet)	\$1,409.43	\$0.00	\$0.00	\$1,032.87	\$376.56
Office (per 1000 Sq Feet)	\$421.29	\$0.00	\$0.00	\$71.64	\$349.65
Institutional (per 1000 Sq Feet)	\$2,344.47	\$0.00	\$0.00	\$71.64	\$2,272.83
Industrial (per 1000 Sq Feet)	\$321.51	\$0.00	\$0.00	\$240.81	\$80.70
Warehouse (per 1000 Sq Feet)	\$283.62	\$0.00	\$0.00	\$256.72	\$26.90

LAKE COUNTY TRANSPORTATION (ROAD) IMPACT FEES		
North Central Benefit District		
Lake County Non-Residential Transportation Impact Fee Schedule		
Category & Land Use	Unit	Rate
Lodging		
Lodging	per room	\$416.00
Hotel		
Motel		
Bed & Breakfast		
Assisted Living	dwelling unit	\$66.00
Nursing Home	per bed	\$131.00
Retail/Commercial		
Convenience Retail (fast food/convenience store)	per 1000 sf	\$7,589.00
Full Service Restaurant (Suburb/Rural)	per 1000 sf	\$3,378.00
Day Care	per student	\$110.00
Gas Station	per fuel pos.	\$1,392.00
General Retail – Small (<20,000 sf)	per 1000 sf	\$818.00
General Retail – Large (>20,000 sf) Shopping Center	per 1000 sf	\$1,095.00
Bank / Pharmacy / Meeting Hall	per 1000 sf	Based on square footage of project – General Retail
Marina		
Golf Course		
Amusement & Recreation Services		
Racquet Club / Health Spa		
Bowling Alley / Dance Studio		
Specialty Retail / Hardware Store		
Community Recreation Center		
Horse Training		
Movie Theater w/Matinee		
Building Materials & Lumber Store		
Discount Superstore / Furniture Store		
Auto Sales / Service / Carwash		
Shopping Center / Banks		
Funeral Homes / Laundromats		
Office		
Office	per 1000 sf	\$935.00
Single Tenant Office Building		
Office Park		
Business Park		
Real Estate Office		
Insurance Office		
Travel Office		
Radio & Television Broadcasting		
Professional or Consulting Services		
Telephone Answering		
Marketing Office		
Photocopy/Reproduction		
Advertising or Data Processing Office		
Veterinary Clinic	per 1000 sf	\$557.00
Medical Office	per 1000 sf	\$3,171.00
Public/Institutional		
Public/Institutional	per 1000 sf	\$326.00
Elementary/secondary or higher		
Library		
Mental Institutions		
General Recreation/County Park		
Fire Station		
Cemetery		
House of Worship	per 1000 sf	\$453.00
Private School	per 1000 sf	\$177.00
Elementary/secondary or higher		
Hospital	per 1000 sf	\$697.00
Industrial/Manufacturing		
Industrial/Manufacturing	per 1000 sf	\$638.00
Manufacturing Plants		
Industrial Parks		
Welding Shops		
Wholesale Bakeries		
Utility Plants		
Utilities Building		
Agriculture Processing Facilities		

Warehouse/Wholesale		
Warehouse – Passive (storage)	per 1000 sf	\$250.00
Moving and Storage Firms		
Warehouse – Active (Fulfillment Center/Parcel Hub)	per 1000 sf	\$1,145.00
Wholesale Distributors		
Trucking and Shipping Operations		
Major Mail Processing Centers		
Agricultural Storage & Distribution		
Mini-Warehouse	per 1000 sf	\$85.00

LAKE COUNTY RESIDENTIAL ROAD & SCHOOL IMPACT FEE SCHEDULE		
Single Family Home		
	Road	School
Up to 1500 sf living area	\$751.00	\$8,927.00
1501 to 2500 sf living area	\$1,000.00	\$8,927.00
Over 2500 sf living area	\$1,080.00	\$8,927.00
*Active Adult	\$412.00	\$0
Mobile Home (includes Manufactured and Modular)		
	Road	School
Up to 1500 sf living area	\$751.00	\$4,718.00
1501 to 2500 sf living area	\$1,000.00	\$4,718.00
Over 2500 sf living area	\$1,080.00	\$4,718.00
In a Mobile Home Park (space)	\$321.00	\$4,718.00
Multi-Family (duplexes, townhouses, and timeshares)-PER UNIT		
	Road	School
Multifamily, Townhouse, Duplex	\$494.00	\$7,192.00
*Active Adult Community	\$412.00	\$0

Fees are per dwelling unit.

Home Additions and Upgrades
NO ADDITIONAL FEES DUE
* Adult only communities which have received a qualifying letter from the County Attorney's office are exempt from paying the <u>School</u> impact fee.

Northeast/Wekiva Benefit District			
LAKE COUNTY NON-RESIDENTIAL TRANSPORTATION IMPACT FEE SCHEDULE			
Category & Land Use	Unit	Rate	
Lodging			
Lodging	per room	\$1,125.00	
Hotel			
Motel			
Bed & Breakfast			
Assisted Living	dwelling unit	\$180.00	
Nursing Home	per bed	\$355.00	
Retail/Commercial			
Convenience Retail (fast food/convenience store)	per 1000 sf	\$20,537.00	
Full Service Restaurant (Suburb/Rural)	per 1000 sf	\$9,140.00	
Day Care	per student	\$299.00	
Gas Station	per fuel pos.	\$3,766.00	
General Retail – Small (<20,000 sf)	per 1000 sf	\$2,213.00	
General Retail – Large (>20,000 sf) Shopping Center	per 1000 sf	\$2,964.00	
Bank / Pharmacy / Meeting Hall	per 1000 sf	Based on square footage of project – General Retail	
Marina			
Golf Course			
Amusement & Recreation Services			
Racquet Club / Health Spa			
Bowling Alley / Dance Studio			
Specialty Retail / Hardware Store			
Community Recreation Center			
Horse Training			
Movie Theater w/Matinee			
Building Materials & Lumber Store			
Discount Superstore / Furniture Store			
Auto Sales / Service / Carwash			
Shopping Center / Banks			
Funeral Homes / Laundromats			

Office			
Office	per 1000 sf	\$2,531.00	
Single Tenant Office Building			
Office Park			
Business Park			
Real Estate Office			
Insurance Office			
Travel Office			
Radio & Television Broadcasting			
Professional or Consulting Services			
Telephone Answering			
Marketing Office			
Photocopy/Reproduction			
Advertising or Data Processing Office			
Veterinary Clinic	per 1000 sf	\$1,507.00	
Medical Office	per 1000 sf	\$8,580.00	
Public/Institutional			
Public/Institutional	per 1000 sf	\$883.00	
Elementary/secondary or higher			
Library			
Mental Institutions			
General Recreation/County Park			
Fire Station			
Cemetery			
House of Worship	per 1000 sf	\$1,227.00	
Private School	per 1000 sf	\$479.00	
Elementary/secondary or higher			
Hospital	per 1000 sf	\$1,886.00	
Industrial/Manufacturing			
Industrial/Manufacturing	per 1000 sf	\$1,728.00	
Manufacturing Plants			
Industrial Parks			
Welding Shops			
Wholesale Bakeries			
Utility Plants			
Utilities Building			
Agriculture Processing Facilities			
Warehouse/Wholesale			
Warehouse – Passive (storage)	per 1000 sf	\$676.00	
Moving and Storage Firms			
Warehouse – Active (Fulfillment Center/Parcel Hub)	per 1000 sf	\$3,097.00	
Wholesale Distributors			
Trucking and Shipping Operations			
Major Mail Processing Centers			
Agricultural Storage & Distribution			
Mini-Warehouse	per 1000 sf	\$230.00	
LAKE COUNTY RESIDENTIAL ROAD & SCHOOL IMPACT FEE SCHEDULE			
Single Family Home			
	Road	School	
Up to 1500 sf living area	\$2,031.00	\$8,927.00	
1501 to 2500 sf living area	\$2,706.00	\$8,927.00	
Over 2500 sf living area	\$3,193.00	\$8,927.00	
*Active Adult	\$1,115.00	\$0	
Mobile Home (includes Manufactured and Modular)			
	Road	School	
Up to 1500 sf living area	\$2,031.00	\$4,718.00	
1501 to 2500 sf living area	\$2,706.00	\$4,718.00	
Over 2500 sf living area	\$3,193.00	\$4,718.00	
In a Mobile Home Park (space)	\$868.00	\$4,718.00	
Multi-Family (duplexes, townhouses, and timeshares)-PER UNIT			
	Road	School	
Multifamily, Townhouse, Duplex	\$1,336.00	\$7,192.00	
*Active Adult Community	\$1,115.00	\$0	

Fees are per dwelling unit.

Home Additions and Upgrades
NO ADDITIONAL FEES DUE
* Adult only communities which have received a qualifying letter from the County Attorney's office are exempt from paying the <i>School</i> impact fee.

CITY OF MOUNT DORA CITY FEE SCHEDULE
Planning & Zoning Department

Development Applications	
Annexation (Voluntary) Petition*:	
One single-family residence	\$500.00
All Others	\$2,000.00
*The City has an Annexation Incentive program that allows for these fees to be waived..	
As-Built Drawings:	
Projects 9.99 acres in land area or less	\$200.00
Projects 10.00 to 99.99 acres in land area	\$500.00
Projects greater than 100.00 acres in land area	\$750.00
Appeals (All Decisions)	\$200.00
Comprehensive Plan:	
Text Amendment	\$4,000.00
Future Land Use Large-Scale Map Amendment	\$4,000.00
Future Land Use Small-Scale Map Amendment	\$2,500.00
Concurrency Reviews	\$500.00
Conditional Use Permit	\$1,000.00
Development Agreements (Includes Amendments)	\$500.00
Development Plan (Final)	\$2,000.00
Duplex Division	\$500.00
Minor Subdivisions	\$1,500.00
Mural Permit	\$100.00
Outdoor Amplified Sound Permit	\$100.00
Plats:	
Preliminary Plat and Development Plan (Land Subdivision)	\$2,500.00
Final Plat and Construction Plans	\$3,500.00
Replat	\$1,500.00
Planned Unit Development (PUD):	
Preliminary PUD	\$2,500.00
Final PUD	\$3,500.00
PUD Amendment	\$3,000.00
Rezoning to Mixed Use (MU-1 and MU-2 Zoning)	\$3,000.00
Rezoning All Classifications (Not PUD)	\$3,000.00
Site Plans:	
Site Plan Multi Family, Commercial, Office or Non-Residential	\$2,500.00
Minor Site Plan	\$1,500.00
Site Development Permit (includes CRA)	2.5% of Total Construction Value
Variance	
Non-Residential	\$1,000.00
Existing single-family dwelling unit	\$250.00
Vacate rights-of-way, alleyways, easements, or plats	\$1,500.00
Zoning	
Zoning Verification or determinations letter	\$75.00
Temporary Sales	\$50.00
Dog-Friendly Dining Permit	\$100.00
Outdoor Amplified Sound Permit	\$100.00
Horse-Drawn Vehicle Inspection and Permit (Annual)	\$100.00
Home Occupations (Business Tax Receipt Home-Based)	See Chapter 26 Code of Ordinances
Zoning Type Permit	\$75.00
Landscape Inspection (include new home):	
Landscape Inspection	Free
Landscape Re-Inspection	\$50.00
Sandwich Board Permit	\$75.00
Sidewalks Café/Dog-Friendly Dining Permit	\$100.00
Addressing Assignments - 0-99	Free
Addressing Assignments - 100 or greater numbers	\$1.00 per address number, maximum fee of \$500.00
Hearing Notifications (Mailings): The applicant shall pay, as part of the application fee, mailings to surrounding owners for the initial 200 notices. The applicant shall reimburse the City the mailing cost for all notices after 201 and for any subsequent hearings requiring re-notice as a result of the applicant postponing or re-scheduling of any hearing.	Subject to Mailing
*Resubmittal Fee: If substantial revisions are required as determined by the development review committee, all planning, zoning, and development applications shall be submitted within 60 days from the development review committee meeting at which the recommendations were made. After the 60 day time-frame a new application fee is required prior to any further city reviews.	Orginal Planning and Development Fee
Historic	
Minor Historic Certificate of Appropriateness (includes extensions)	\$50.00
Major Historic Certificate of Appropriateness	\$100.00
Historic Marker or Plaque	Actual Production Cost
Other Services	
Notary seal for non-city business	Free
Pass Through Fees	
Pass Through-Fees: The City is hereby authorized to assess and collect fees, cost, and expenses relating to the review, inspection, appeal, regulation and defense of development activities pursuant to this Section. The Complete Pass Through Fees regulations are as contained in City of Mount Dora Resolution Number 2015-02 as enacted on January 20, 2015 (see appendix "A" of said resolution) Section 2.7.4 of the City's Land Development Code .	

CITY OF MOUNT DORA CITY FEE SCHEDULE

Library Services

Library Fees	
	Current Fees
<u>Library Services</u>	US Dollars
<i>Library Membership Fee (outside Lake County)</i>	
Annual	\$40.00
Six Months	\$20.00
<i>Library Card Replacement Fee</i>	
One Time	Free
Additional Replacements	\$2.00
<i>Overdue Fines</i>	
Books/CD/DVD (Per Day)	\$0.10
Hotspots/CD Roms/Computer Games/Cake Pans/Ukuleles (Per Day)	\$1.00
Account Management Fee When Account is Over \$25.00 and More than 45 Days Overdue	\$10.00
Processing Fee for Materials Not Returned	\$5.00
Cakepans Returned Unwashed	\$5.00
Max. on the \$.10 fine item is \$2.90 (After 29 Days, the Full Replacement Cost of the Item is Charged)	\$2.90
<i>Replacement Cost for Missing/Damaged Parts</i>	
DVD Artwork	\$5.00
Plastic Browser Sleeve	\$3.00
Large Sleeve for CD ROMS and Games	\$3.00
<i>Hotspots Fines</i>	
Overdue Fines (Per Day)	\$1.00
Deactivation Fee (if Hotspot is not returned within one week of being overdue)	\$25.00
<i>Facility and Equipment Use Fees</i>	
Mount Dora Nonprofit Civic/Educational/Intellectual Organization	Free
Non-Local Nonprofit Civic/Educational/Intellectual Organization	\$40.00
Individuals/Homeowners Associations	\$75.00 per hour (min. 2 hours)
Business and Commercial Meetings, Seminars, Etc.	\$75.00
<i>Printing & Copying</i>	
Per Page from Public Computer B&W	\$0.10
Per Page from Public Computer Color	\$0.30
Per Page from Public Computer Legal Size	\$0.30
Per Page from Photocopier	\$0.15
Faxing Per Page - Outgoing Only	\$1.00
Food for Fines (each item donated must equal a dollar)	\$1.00

The Fees for the Library are per an Interlocal Agreement signed September 10, 2019 with Lake County.

CITY OF MOUNT DORA CITY FEE SCHEDULE

Parks & Recreation Department

Definitions:

Resident: Incorporated Mount Dora residents may rent facilities for social and private functions. This includes weddings, banquets, birthday celebrations, anniversary parties, retirement parties, recognition parties, and meetings. Additional fees for personnel may apply. Proof of residence (e.g., driver's license, utility bill, property tax statement) is required.

Non-Resident: Any user that resides outside of Mount Dora proper. The purpose of the rental is for private functions that include parties, ceremonies, and meeting space. Additional fees for personnel may apply.

Commercial: Any user with the intent of charging ticketed fees or promoting enterprise for monetary gain.

Different fees may be established by executed contract.

Cemetery	Resident	Non-Resident	Commercial
Burial Space	\$ 1,200.00	\$ 1,800.00	N/A
Niche Space	\$ 800.00	\$ 1,200.00	N/A
Niche Engraving	\$ 150.00	\$ 150.00	N/A
Additional Internment Right (Additional Cremation Burial Right, up to 4)	\$ 200.00	\$ 400.00	N/A
Administration Fee (Transfer of Ownership, Grave Marking, Cremation Opening/Closing)	\$ 200.00	\$ 200.00	N/A
After Hours Administration Fee (Cremation Opening/Closing on Evenings/Weekends)	\$ 300.00	\$ 300.00	N/A
Miscellaneous Fees		Current	Proposed
Memorial Bench & Plaque (Standard) - Includes all cost to install plus a 10% administrative fee		Cost + 10%	
Tree Donation (Standard Crepe Myrtle) - Includes all cost to install plus a 10% administrative fee		\$ 100.00	Cost + 10%
Processing Fee (Non-Refundable)		\$ 20.00	
Facility Rentals	Resident	Non-Resident	Commercial
Facility Rental Deposits (Refundable)	\$ 100.00	\$ 100.00	\$ 100.00
Donnelly Park (Building, & Deck) per hour			
Hourly Rate	\$ 30.00	\$ 50.00	\$ 70.00
Daily Rate	\$ 300.00	\$ 500.00	\$ 700.00
Community Building Auditorium (Upper Level, Theatre w/ Stage)			
Hourly Rate	\$ 55.00	\$ 60.00	\$ 65.00
Daily Rate	\$ 550.00	\$ 600.00	\$ 650.00
Community Building (Lobby - Upper Level)			
Hourly Rate	\$ 40.00	\$ 45.00	\$ 50.00
Daily Rate	\$ 400.00	\$ 450.00	\$ 500.00
Community Building (Green Room - Lower Level)			
Hourly Rate	\$ 20.00	\$ 25.00	\$ 30.00
Daily Rate	\$ 200.00	\$ 250.00	\$ 300.00
Community Building (Entire Building)			
Hourly Rate	\$ 115.00	\$ 115.00	\$ 115.00
Daily Rate	\$ 1,150.00	\$ 1,150.00	\$ 1,150.00
The City reserves the right to reschedule any reservation to accommodate a Community Building production or special event that serves the entire community.			
Martin Luther King Jr. Center (per Hour)			
Hourly Rate	\$ 20.00	\$ 40.00	\$ 80.00
Daily Rate	\$ 200.00	\$ 400.00	\$ 800.00
Gilbert Park Pavilion 1 (Large 30x30) (per Hour)			
Hourly Rate	\$ 10.00	\$ 20.00	\$ 40.00
Daily Rate	\$ 100.00	\$ 200.00	\$ 400.00
Gilbert Park Pavilion 2 (Large 24x24)(per Hour)			
Hourly Rate	\$ 5.00	\$ 10.00	\$ 20.00
Daily Rate	\$ 50.00	\$ 100.00	\$ 200.00
Forres Park Pavilion (small, no seating) (per Hour)			
Hourly Rate	\$ 5.00	\$ 10.00	\$ 20.00
Daily Rate	\$ 50.00	\$ 100.00	\$ 200.00

CITY OF MOUNT DORA CITY FEE SCHEDULE

Parks & Recreation Department

Facility Rentals cont'd.	Resident / Non-Profit	Non-Resident	Commercial
Evans Park (per Hour)			
Hourly Rate	\$ 30.00	\$ 40.00	\$ 50.00
Daily Rate	\$ 300.00	\$ 400.00	\$ 500.00
Sunset Park (per Hour)			
Hourly Rate	\$ 15.00	\$ 20.00	\$ 25.00
Daily Rate	\$ 150.00	\$ 200.00	\$ 250.00
Cauley Lott Park Pavilion (per Hour)			
Hourly Rate	\$ 5.00	\$ 10.00	\$ 20.00
Daily Rate	\$ 50.00	\$ 100.00	\$ 200.00
Frank Brown Sports Complex Pavilion (per Hour)			
Hourly Rate	\$ 5.00	\$ 10.00	\$ 20.00
Daily Rate	\$ 50.00	\$ 100.00	\$ 200.00
Frank Brown Sports Complex Concession Stand			
Hourly Rate	\$ 15.00	\$ 30.00	\$ 60.00
Daily Rate	\$ 150.00	\$ 300.00	\$ 600.00
Frank Brown Sports Complex Athletic Fields (Softball & Multipurpose)			
Field Rental (Each) per Hour	\$ 10.00	\$ 20.00	\$ 40.00
Field Rental (Each) per Day	\$ 100.00	\$ 200.00	\$ 400.00
Dragging & Lining per Field Day	\$ 20.00	\$ 20.00	\$ 20.00
Lighting per Hour	\$ 38.00	\$ 38.00	\$ 38.00
Lincoln City Sports Complex Concession Stand			
Hourly Rate	\$ 15.00	\$ 30.00	\$ 60.00
Daily Rate	\$ 150.00	\$ 300.00	\$ 600.00
Lincoln City Sports Complex Athletic Fields (Softball & Baseball)			
Field Rental (Each) per Hour	\$ 10.00	\$ 20.00	\$ 40.00
Field Rental (Each) Per Day	\$ 100.00	\$ 200.00	\$ 400.00
Dragging & Lining per Field Day	\$ 20.00	\$ 20.00	\$ 20.00
Lighting per Hour	\$ 40.00	\$ 40.00	\$ 40.00
Tennis Outdoor Courts per Hour (basketball, tennis, pickleball, racquetball)			
Hourly Rate	\$ 5.00	\$ 10.00	\$ 20.00
Daily Rate	\$ 50.00	\$ 100.00	\$ 200.00
Racquetball Courts per Hour			
Hourly Rate	\$ 5.00	\$ 10.00	\$ 20.00
Daily Rate	\$ 50.00	\$ 100.00	\$ 200.00
Lincoln Avenue Swimming Pool per Hour	\$ 25.00	\$ 50.00	\$ 100.00
Lifeguards - 2 Guard Minimum per Hour	\$ 15.00	\$ 15.00	\$ 15.00
All rentals require a 2 hour minimum. Rental fees for community outreach events may be waived per the discretion of the Leisure Services Department with approval of the City Manager.			
After School Care	Resident	Non-Resident	Fee
Registration Fee			\$ 20.00
3 Day Rates			
Morning Only	\$ 10.00	\$ 10.00	\$ 10.00
Afternoon Only	\$ 22.00	\$ 22.00	\$ 25.00
Both	\$ 32.00	\$ 32.00	\$ 35.00
Full Week Rates			
Morning Only	\$ 16.00	\$ 16.00	\$ 18.00
Afternoon Only	\$ 36.00	\$ 36.00	\$ 40.00
Both	\$ 52.00	\$ 52.00	\$ 55.00
Teacher Work Day (Teacher In Service)			\$ 5.00
Late Fee - 1 day late	\$ 10.00	\$ 10.00	\$ 10.00
Late Fee - 2 or more day late	\$ 20.00	\$ 20.00	

CITY OF MOUNT DORA CITY FEE SCHEDULE

Parks & Recreation Department

Clubs, Camps & Sports	Resident	Non-Resident	Fee
Senior Club	Free	Free	Free
Archery	\$ 35.00	\$ 40.00	\$ 40.00
Wood Carvers (per class)	Free	Free	
Zen Yoga (Per 5 visits)	\$20 (5) visits	\$20 (5) visits	\$20
Softball & Kickball (per Team)	\$ 275.00	\$ 275.00	\$ 275.00
Softball & Kickball (per Player)	\$ 25.00	\$ 25.00	\$ 25.00
Youth Soccer (each)	\$ 70.00	\$ 75.00	\$ 75.00
Youth Soccer (Pee Wee)	\$ 60.00	\$ 65.00	\$ 65.00
Youth Flag Football	\$ 70.00	\$ 75.00	\$ 75.00
Youth Basketball (each)	\$ 70.00	\$ 75.00	\$ 75.00
Spring Break Camp (each)	\$ 99.00	\$ 109.00	
Camps (per week) (non-specialty) 1% discount per week when purchased in bulk (3-10 weeks/3-10%)	\$ 99.00	\$ 109.00	\$ 105.00
Sports Camps (per week) 1% discount per week when purchased in bulk (3-10 weeks/3-10%)	\$ 99.00	\$ 109.00	
Specialty Camps (per week)	\$125-\$200	\$140-\$220	\$140-\$220
Camp Snack Fee (per week)	\$ 15.00	\$ 15.00	\$ 15.00
T-Shirt Fee	\$ 10.00	\$ 10.00	\$ 10.00
Swim Team (per month)	\$ 40.00	\$ 45.00	\$ 50.00
Triathlon	\$ 65.00	\$ 65.00	\$ 65.00
Virtual 5K	\$ 25.00	\$ 25.00	\$ 25.00
Archery			
Classes	Resident	Non-Resident	Fee
Water Aerobics per visit (Or discount 12 visits \$24)	\$ 3.00	\$ 3.00	
Group Swim Lessons (8 lessons)	\$ 40.00	\$ 45.00	\$ 45.00
Private Swim Lessons (5 lessons)	\$ 150.00	\$ 160.00	\$ 150.00
Lap Swim per visit	\$ 2.00	\$ 2.00	\$ 2.00
Open Swim per visit	\$ 2.00	\$ 2.00	\$ 2.00
Lifeguard Certification			\$ 150.00
Passes			Fee
Monthly Group Fitness Pass (Aquatic & Land)			\$ 24.00
Annual Aquatic & Fitness Pass			\$ 225.00
Monthly Family Aquatic Pass (Family up to 5)			\$ 50.00
Special Event Application	Current		
Special Event Application fee is comprised of the following: administrative processing, use of traffic and pedestrian control devices (signage & barricades), use of public right of way and associated parks within the event footprint.			
Significant Event (150,000 + Attendance)	\$ 650.00		
Large Event (50,000 + Attendance)	\$ 425.00		
Medium Event (25,000+ Attendance)	\$ 300.00		
Small Event (5,000+ Attendance)	\$ 125.00		
Community Event (500+ Attendance)	\$ 75.00		
Recreation programs excluding specialty camps & private lessons offer 25% and 50% discount scholarships approved by application, a 25% discount for City employees, and a \$5 sibling discount excluding Before / After School Care Program. Additional fees may be discounted or waived per the discretion of the Leisure Services Department with approval of the City Manager.			

CITY OF MOUNT DORA CITY FEE SCHEDULE

ADDITIONAL FEES / COSTS

Photo Copies	
One Side Letter or Legal (per page)	\$0.15
Two Sided Letter or Legal (per page)	\$0.20
11 x 17" Paper (per page)	\$0.25
Over 11 x 17" Plan Sheet (per page)	Actual Cost
Certified Copies (per page)	\$1.00
CD/DVD	\$3.00
Fingerprint Card	\$10.00
Electronic Fingerprint Card	\$74.50
Standard Colored GIS Maps	
18" x 24" (Per Sheet)	\$2.50
24" x 36" (Per Sheet)	\$4.50
36" x 48" (Per Sheet)	\$7.50
Custom Large Maps	.75 Per Sq Ft + \$1.50 per Sheet
Over 11 x 17" Plan Sheet	Actual Cost
Reports and Code Copies	
Land Development Code	Actual Cost
Comprehensive Code	Actual Cost
City of Mount Dora Historic Design Guidelines	Actual Cost

PERSONNEL

All charges to any firm, company or individual requiring outside services are to cover the total salary and benefits of the assigned personnel with an administrative fee included. All charges will be based on the actual salary and benefit burden of the positions requested / required plus a 10% administration fee. For special events, permitted by the city the rates charged include

EQUIPMENT COST

Any City owned vehicles, specialty equipment used for emergency events, call-outs and code enforcement actions or any other activities shall be charged based on the most current FEMA Schedule of Equipment Rates along with a ten percent (10%) administration fee and a thirty percent (30%) mobilization/demobilization fee.

All request by a firm, company or individual for City personnel or equipment shall pay a 50% deposit of the total cost prior to services provided. Remaining balance must be paid within seven days after completion of personnel and equipment being provided. In no case shall additional personnel or equipment be provided if there is an outstanding balance with the City.

FEE REDUCTIONS / MODIFICATIONS

The City Manager or his/her designee may also reduce any miscellaneous fee if part of an interlocal agreement, memorandum of understanding between units of government or other agency, individual or company that the City Council has an agreement. However, said reduction shall not be less than the costs and expenses incurred by the city plus a 10% administrative fee. Only the City Council may reduce said fees below the cost and expenses incurred by the City. This City Manager may not reduce fees related to utility rates.



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 5, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

SUBJECT: Request adoption of Resolution No. 2021-107, approving the Purchasing Policy

Introduction:

This is a request for City Council to approve Resolution No. 2021-107, Purchasing Policy for FY 2021-2022.

Discussion:

Pursuant to the Charter of the City of Mount Dora and Chapters 119, 218, 255, 287, 413 and 723, Florida Statutes, the City Council adopted the current Purchasing Policy Manual on October 6, 2020 per Resolution No. 2020-126.

This Manual is a complete rewrite of what has previously been provided to the Council. The staff have worked extensively with the City Attorney to develop this streamlined policy. The previous purchasing policy contained sections on debt and asset disposal. Both of these sections have been incorporated into separate Debt and Capital Asset policies.

This policy applies to the procurement of supplies, services, and construction. The Policies apply to all expenditures of public funds by the City, irrespective of the source. When the procurement involves the expenditure of grant funds, the procurement shall be conducted in accordance with any applicable mandatory laws and regulations of the granting agency, whether or not they are reflected in the applicable mandatory laws and regulations of the granting agency, are whether or not they are reflected in the applicable ordinances or manuals. Nothing in this Manual shall prevent any public agency from complying with the terms and conditions of any grant, gift, or bequest which are otherwise consistent with law.

Florida State Statute Chapter 255.065 establishes the mechanism which enables the City of Mount Dora to adopt and utilize an innovative procurement process that is provided in this Purchasing Policy Manual.

Budget Impact:

N/A

Strategic Impact:

Financial and Economic Sustainability.

Recommendation City Council to approve Resolution No. 2021- 107, Purchasing Policy for FY 2021-2022.

Attachment(s):

1. Resolution 2021 -107 Purchasing Policy.SGS
2. Exhibit A Purchasing Policy

Prepared by: John McKinney, Finance Director

Reviewed by: Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Charles Revell, Interim City Manager

Approved - 9/29/2021

Approved - 9/29/2021

Approved - 9/29/2021

Final Approval - 9/30/2021

RESOLUTION NO. 2021-107

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO REVISIONS TO THE PURCHASING POLICY MANUAL; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF RESOLUTION NO.: 2020-126; PROVIDING FOR ADOPTION OF PURCHASING POLICY; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora adopts and maintains various policies in order to ensure the most efficient and effective performance of its City Departments; and

WHEREAS, from time to time, it is necessary for the City to amend, revise and/or restate certain of its policies in order to better express the vision of the City and accommodate the operations thereof; and

WHEREAS, the City has determined that it is in its best interest to rewrite its Purchasing Policy in its entirety; and

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

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

SECTION 2. Repeal of Resolution 2020-126. Resolution 2020-126 which adopted the Purchasing Policy Manual is hereby repealed in its entirety.

SECTION 3. Adoption of Purchasing Policy. The City of Mount Dora hereby adopts the Purchasing Policy Manual attached hereto as **Exhibit "A"**.

SECTION 4. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 5. Savings Clause. All prior actions of the City of Mount Dora pertaining to the adoption to the Purchasing Policy Manual, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

Attorney, may be corrected.

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

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

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

PASSED AND ADOPTED this 5th day of October, 2021.

CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:

JESSICA BURNHAM
CITY CLERK

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

Sherry G. Sutphen
City Attorney

EXHIBIT “A”
City of Mount Dora
Purchasing Policy Manual



PURCHASING POLICY MANUAL

FINANCE DEPARTMENT

October 5, 2021

RESOLUTION 2021 - 107

510 N. BAKER ST.
MOUNT DORA, FLORIDA 32757
VOICE: 352.735.7100
FAX: 352.735.4789

PURCHASING POLICY

PURPOSE

The purpose of the City of Mount Dora Purchasing Policy is to simplify, clarify, centralize, and modernize the policies governing Purchasing by the City. It also permits the continued development of comprehensive Purchasing Policies and applicable procedure documents that provide for increased public transparency in public Purchasing. Ensuring the fair and equitable treatment of all persons who do business with the City provides safeguards for maintaining a quality Purchasing process. Promoting effective, broad-based competition ensures the City obtains the quality Goods, Services, and Construction as required by the City to better serve its citizens in a cost-effective and timely manner.

1.1 PURCHASING POWERS

The City Manager is given the power, duty, authority, and responsibility to coordinate the purchase or contract of all commodities, equipment, and services on behalf of the City of Mount Dora. The City Manager shall also coordinate and exercise control over the acquisition of commodities, equipment and services, selection of bidders, and awarding of purchase orders and contracts to vendors.

Specifically, the City Manager shall:

- (a) Designate the Finance Director as the interpreter of this Policy to develop all applicable procedures to support this policy and to handle the procurement responsibilities of the City of Mount Dora as deemed appropriate.
- (b) Require using Departments to file with the Finance Department, detailed requisitions or estimates of departmental requirements in supplies and services in such manner, at such time, and for such future period as the Finance Department shall prescribe.

2-1 PURCHASING AUTHORIZATIONS

All requisitions shall be authorized by the Department Director or designated authority. Requisitions should originate in the Department at the level where the purchase is to be used and routed to the designated approval authority prior to being sent to Finance Department. Requisitions not properly authorized will not be accepted by the on-line system.

2.1-1 ROUTING:

- 1. For all purchases less than \$75,000.00, the requisitioning Department will enter the requisition into the on-line system for issuance of a purchase order. The Department will obtain quotes as follows:
 - a. Quotes not required under \$5,000
 - i. Estimates are encouraged
 - ii. Preference should be given to local suppliers when possible.
 - b. Three written quotes \$5,000 - \$74,999

2. For all purchases \$75,000 or greater, the requisitioning Department will request a formal solicitation to be issued by the Finance Department
3. If the requisition is incomplete or not properly prepared, the Finance Department will notify the originating department.
4. For all purchases of capital goods or services over \$5,000 must be initiated through the City's financial system.

2.1-2 REVIEW OF SPECIFICATIONS-OTHER DEPARTMENTAL APPROVALS REQUIRED.

Prior to issuance formal solicitation or the processing of a requisition with specifications included, review of the items to be purchased and the specifications for certain commodities and services must be made by other departments/divisions within the City to assure open competitive bidding, compatibility, standardization, and up-to-date specifications.

The following are mandated authorizations prior to a formal solicitation being issued:

- A. Department Director
- B. Finance Director
- C. City Manager
- D. Purchasing Manager

3.1 GENERAL PROVISIONS

3.1-1 EXCLUSIONS / NON-COMPETITIVE NEGOTIATION

- A. Expenditures of Federal or State assistance funds and Grants, will be conducted in accordance with the applicable mandatory laws and regulations, which may not be reflected in this Purchasing Policy or may be inconsistent with any provision of this Purchasing Policy.
- B. The following are exempt from the Competitive Solicitation provisions of this Purchasing Policy, but do not preclude the City from issuing a competitive solicitation for such selection if deemed appropriate in the sole discretion of the City:
 - a. Artistic Services.
 - b. Advertisements.
 - c. Auditing Services.
 - d. Commodities or Services provided or awarded by other governmental agencies including, but not limited to: federal, states, counties, cities, school districts, community colleges, and state university systems.
 - e. Communications.
 - f. Continuing education events or programs that are offered to the general public and for which fees have been collected that pay all expenses associated with the event or program.
 - g. Dues, memberships, and subscriptions.
 - h. Emergency Purchases.
 - i. Employment Services

- j. Financial services.
- k. Goods and/or Services given to or accepted by the City via Grant, gift or bequest.
- l. GSA Contracted vendors – purchases made directly from vendors awarded a GSA Schedule Contract at prices equal to the vendor's current GSA price.
- m. Intergovernmental (Cooperative & Piggyback) Pricing Agreements.
- n. Medical or health Services
- o. Insurance.
- p. IT Software and Related/Associated Hardware.
- q. Legal Services: Includes attorneys, paralegals, expert witnesses, interpreters, translation services, mediators, and court reporters.
- r. Material from publishers and copyright holders.
- s. Public Notices.
- t. Real Property - Acquisition of Real Property Interests.
- u. Services or commodities exempted by Florida Statutes.
- v. Services or commodities provided by Non-Profit organizations.
- w. Services or commodities which are Direct Payments as listed in this Purchasing Policy.
- x. Sole / Single Source Goods or Services.
- y. Software license renewal and maintenance.
- z. Sponsorships.
- aa. Standardized equipment annual maintenance repairs and support costs.
- bb. Used or pre-owned equipment and vehicles.
- cc. Utilities.
- dd. Workshop and seminar registration, attendance, training, strategic planning and/or costs of job-related travel.

3.1-2 WAIVER OF REQUIREMENTS

The City of Mount Dora may, when deemed to be in the best interest of the City and not inconsistent with law, waive any or all requirements or provisions set forth in this Purchasing Policy and proceed thereafter to take whatever action is deemed necessary and prudent.

3.1-3 CHANGES IN LAWS AND REGULATIONS

In the event an applicable state or federal law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation shall, to the extent inconsistent with this Purchasing Policy, automatically supersede this Purchasing Policy.

3.1-4 CONFIDENTIAL INFORMATION

Confidential information shall be administered in accordance with the Public Records Act, Chapter 119, Florida Statutes. So long as the appropriate notice and identification of the protected information is provided by a Bidder or Respondent, the protected information shall not be disclosed by the City outside of the Finance Department and/or other appropriate City staff members, as necessary for purposes of processing the solicitation through award. All other information submitted by a Bidder or Respondent shall be subject to public records right of access requirements as stated in Chapter 119, Florida Statutes.

3.2 AUTHORITY

3.2-1 CITY OF MOUNT DORA CITY COUNCIL

The City Council has the right to award all Commodities, Services, Construction, Agreements and/or Contracts. Except for emergency purchases, all Commodities, Services, Agreements and/or Contract awards exceeding seventy-five thousand dollars (\$75,000) and/or multi-year initial contract term, shall be approved by the City Council prior to execution, unless otherwise provided by City Council action.

3.2-2 CITY MANAGER

The City Manager or designee shall have the authority to award and execute purchases of goods and services not to exceed \$50,000 including task authorizations, change orders and amendments. All purchases of goods and services, in excess of \$50,000, and amendments which cause an increase in excess of \$50,000, shall be awarded by the City Council, except as otherwise provided within this section.

The City Manager or designee shall have the authority to approve and execute all change orders and amendments and to approve price escalation/de-escalation changes, according to the terms of the particular contract provided that an escalation change does not exceed 10% of the total price, including all change orders, not to exceed \$50,000 in total cumulative changes based on the original contract/purchase order amount. Any amendments to contracts which cause an increase in excess of \$50,000, must be approved by City Council.

3.2-3 CITY ATTORNEY

The City Attorney serves as legal counsel and represents the Council and City departments, including Purchasing.

All Contracts, Agreements and/or Amendments, of any type or kind regardless of name, which are meant to bind the City in any manner, shall be reviewed by the City Attorney for legal sufficiency.

3.2-4 FINANCE DIRECTOR

The Finance Director shall:

- A. Supervise the Purchasing of all Goods, Services and Construction required by the City.
- B. Execute, and issue, by mail, email or fax, all regular and electronic Purchase Orders, for Goods, Services and Construction, including Owner Direct Purchases, that are associated with Agreements, Contracts, Task Orders, Amendments, and/or Change Orders approved and/or executed by the City Council or the City Manager or Designee(s).
- C. Manage the City's Purchasing Card (P-Card) Program.
- D. Assist the City Manager in the development, implementation and administration of Purchasing Procedures and processes in the best interest of the City and in accordance with this Purchasing Policy, Florida law, best practices and any other applicable laws, rules and/or regulations.

- E. Choose the most advantageous method of payment for all invoices received by the City.
- F. The Finance Director shall be the interpreter of this Policy.

3.2-5 FINANCE DEPARTMENT DUTIES

The Finance Department shall:

- (a) Procure for the City the highest necessary quality in materials and services, at the least expense to the City, pursuant to all applicable laws, policies and procedures.
- (b) Advise and assist the Finance Director in the formulation of policies and procedures in connection with the procurement activities of the City.
- (c) Be the final review of the specifications for correctness, competitiveness and suitability for the purchase of Goods, Services and Construction and in the solicitation process.
- (d) Be a member (non-voting) on the Selection Committees for professional and consulting services to guide the Committees in the prescribed process.
- (e) Maintain and retain the records of his/her office in compliance with the Florida's public records and retention laws.
- (f) Be familiar with other Florida governmental entity contracts for commodities and services, which are available for use by the City.
- (g) Be familiar with all applicable City of Mount Dora Purchasing Policies as well as applicable rules, laws, policies and/or procedures of any governmental entities having jurisdiction over the City of Mount Dora.
- (h) Write, oversee, review, revise and distribute this Policy and all applicable procedural documents.
- (i) Review spend patterns annually to determine if purchases are within the requirements of this Policy.
- (j) To the extent there is not a definition for a specific term listed in this Policy, the standard dictionary definition shall apply.

3.3 ETHICS IN PUBLIC CONTRACTING

3.3-1 STANDARDS OF CONDUCT

Public employment is a public trust. Public employees must discharge their duties impartially so as to assure fair competitive access to governmental Purchasing by responsible Contractors. Employees should conduct themselves in such a manner as to foster public confidence in the integrity of the City's Purchasing process. Failure of a City employee to adhere to this Purchasing Policy or the Purchasing procedures as established by the City Manager shall constitute insubordination and shall subject that

employee to disciplinary action, up to and including termination, pursuant to the Personnel Policies and Procedures, of the Administrative Policies.

3.3-2 CONFLICT OF INTEREST

For all Purchases, the City and its officers, employees, Contractors, Vendors, and the likes, shall follow standards of conduct and ethics as regulated by the Florida Statutes, Chapter 112.

3.3-3 LOBBYING

- A. The Lobbying Cone of Silence Period commences upon the issuance of the Solicitation document.
- B. The Lobbying Cone of Silence Period for awards requiring Council approval concludes at the beginning of the meeting at which the Council will be presented the award of approval or a request to provide authorization to negotiate a Contract; however, if the item is referred back to the City Manager for further review or the City Council does not otherwise take action on the item, the Lobbying Cone of Silence Period will be reinstated until such time as the City Council meets to consider the item for final award or authority to negotiate.
- C. The Lobbying Cone of Silence Period for awards requiring City Manager approval concludes upon issuance of a notice of intent to award.
- D. During the Lobbying Cone of Silence, all questions and inquiries concerning procedural matters shall be directed to the Finance Department.
- F. Except in response to communications initiated by authorized City representatives, prohibited contact or communications by Bidders, Responders, their representatives, or the like, during the Lobbying Cone of Silence, may result in disqualification from the Solicitation process in the sole discretion of the City.

3.3-4 PROHIBITION AGAINST CONTINGENT FEES

Contractors and Vendors wanting to do business with the City must not hire a Person to solicit or secure a Contract for a commission, percentage, brokerage, or contingent fee. Any such Contractor, Vendor or the like, found to be in violation of this provision may be disqualified for the Solicitation process and possibly from future processes in the sole discretion of the City.

3.3-5 SPECIFICATION PREPARATION

No Person preparing Solicitation Specifications on behalf of the City, including, but not limited to, architects, engineers, designers, and Consultants for public Contracts, or Subcontractors shall be able to respond to the Solicitation or receive any direct or indirect benefit from the utilization of such Specifications with the exception of contracted Design/Builds firms.

3.3-6 UNAUTHORIZED PURCHASES

- A. No unauthorized purchases shall be allowed.

- B. No City employee shall make any Purchasing in the name of the City for personal use.
- C. No City employee shall obligate the funds of the City, except in the case of emergency Purchases, authorized Purchasing card (P-Card) transactions, and/or Direct Payment requests unless handled through the Finance Department procedures and unless duly authorized by the City Council, the City Manager or the Finance Director, as applicable.
- D. Every Purchase Requisition or Contract shall be properly financed and budgeted prior to the issuance of a Purchase Order by the Finance Department. The City Council may provide exceptions to this requirement.
- E. Dividing or breaking up purchases into two (2) or more small purchases to avoid or to circumvent required competition, purchasing authority limitations or an approval process is expressly prohibited.

3.4 PURCHASING ADMINISTRATION

Finance Department shall serve as the central Purchasing Office of the City. The City Manager or Designee thereof may approve operational structural changes as deemed necessary and appropriate from time to time without invalidating the effect of this Purchasing Policy.

3.4-1 PURCHASING METHODS AND SOLICITATION

All Contracts shall be awarded by one of the approved methods of source selection as specified in this Purchasing Policy or in the Florida Statutes. The Finance Department has the authority to determine Source Selection methods.

- A. Purchasing of Construction Services - The Finance Director or designee, shall have the discretion to select the appropriate delivery method for a Construction project. In determining which method to use, consideration shall be given to the City's requirements and resources. Contracts for Construction Services shall be procured in accordance with this Purchasing Policy, Florida Statutes and/or applicable funding requirements and pursuant to any applicable City Procedures established by the City Manager, or Designee.
- B. Public Notice - Public Notice of each formal Solicitation shall be advertised as required and posted electronically. The notice shall state the date, place, and time that Bids, Proposals or Solicitation responses must be received.
- C. Pre-Qualification - A pre-qualification process may be conducted by the Finance Department prior to the issuance of a Solicitation in order to establish a list of qualified Bidders or Respondents.
- D. Formal Solicitations – Unless exempt, all City purchases of Goods, Services and/or Construction, in amounts equal to or greater than the formal Solicitation Threshold shall be conducted using Formal Solicitation Procedures, both as established by the City Manager and in accordance with any applicable Florida Statutes. The procedures will identify different methods, under what conditions a specific method should be utilized and the process necessary to achieve a fair and equitable Solicitation. The City may require Responders to provide presentations to the Evaluation Committee, and/or City Council, during the selection process

as stated in the Solicitation document. All Respondents selected for presentation shall be accorded fair and equal treatment.

In order to be considered responsive, a Bid, Proposals or other Solicitation response must be received in the location stated in the Solicitation document, no later than the precise date and time set for the Opening of Bids or Proposals to be considered Responsive. A Bid, Proposal or other Solicitation response received after the time set for Opening is late and will not be considered for award. Those Bids, Proposals or other Solicitation responses received prior to the time set for Opening shall not be opened until the set Opening at which time all documents received shall be opened publicly and recorded by the City in the presence of one or more witnesses at the specific time and place designated in the Solicitation document or as soon as practical thereafter.

- E. Small Purchases - Small purchases for securing Goods and Services that do not exceed the Formal Solicitation Threshold are conducted using informal procedures as established by the City Manager.
- F. Intergovernmental Purchasing/Piggybacks – Except as prohibited by Florida law, the City may participate in, sponsor, conduct or administer a Solicitation for the Purchase of any Goods, Services or Construction with one or more eligible governmental agencies, in accordance with an agreement and entered into between the participants. The City is authorized to enter into intergovernmental cooperative purchases, sometimes referred to as “piggybacking” in which the City will be extended the pricing and terms of a competitively solicited active Contract of another governmental entity. When in the best interest of the City, as determined by the City Attorney, a Cooperative Purchasing/Piggyback Agreement will be executed.
- G. Single/Sole Source Purchasing - A Contract may be awarded without competition when the Finance Director determines, in writing, after conducting a good faith review of available sources and reviewing all applicable documentation, that there is only one source for the required Goods, Services or Construction.

The following criteria must be met to satisfy the Single/Sole Source requirement:

1. It is the only item that will produce the desired results (or fulfill the specific need) ...or
2. The item is available from only one source of supply ... or
3. The item is available from more than one vendor but due to extreme circumstances, only one vendor is suited to provide the goods or services.
4. Preferred vendor/partner of an existing established vendor.
5. Sole/Single Source purchases are exempt from competitive requirements; however, all Sole/Single Source requisitions exceeding \$5,000 in value will be electronically advertised for a period of at least ten (10) business days. For those instances that services are needed involving multiple years, the total of all years must be combined to capture the project, as a whole, so the proper approvals may be obtained.

- H. Standardization - Where standardization is determined to be desirable by the Finance Department, the purchase of Materials, Goods and equipment may be made through negotiation. Compatibility to existing equipment will be an acceptable justification for waiver of formal Solicitation requirements provided the item meets the other criteria within the definition of sole source item.
- I. Emergency Purchasing - Notwithstanding any other provisions of this Purchasing Policy, the City Manager, or Designee, may make or authorize others to make Emergency Purchases of Goods, Services or Construction when there exists a threat to public health, welfare, or safety or if a situation exists which makes compliance with source selection methods contrary to the public interest. This stipulation is provided that such Emergency Purchases shall be made utilizing any existing contracts or whatever competition as is practicable under the circumstances.

A written determination of the basis for the emergency and for the selection of the particular Contractor, Vendor, or the like, shall be maintained by the Finance Department as a public record in the Purchasing file. Purchasing Services will include any Emergency Purchases in the monthly report to the City Council; however, failure to report any such Emergency Purchase shall not invalidate the Purchase provided this Policy and any applicable procedures are followed.

In the event an official state of emergency is declared by the City Council; the City Manager, or Designee, is expressly authorized to execute Contracts with the State of Florida, FEMA and/or other applicable emergency relief entities on behalf of the City in order to accomplish all necessary relief efforts, provided that the requirements of this section have been met.

- J. Owner Direct Purchase Program - When a Construction project is proposed, the Finance Department, in conjunction with the department, will determine, prior to the Solicitation process, whether the Owner Direct Purchase Program will be utilized for a particular project. The City may, if not prohibited by law, exercise the right to purchase directly, various Materials, Goods, and/or equipment to be used in the Construction project pursuant to Florida law.

The Finance Director is authorized to execute Owner Direct Purchase Program Purchase Orders if the associated Contract approved by the City Council or City Manager includes clauses allowing the Owner Direct Purchase Program. Nothing herein shall prohibit the City from deleting items within the Solicitation and purchasing said items directly from a supplier, without further Bidding, in an effort to benefit from the City's tax-exempt status, in accordance with the proper authorization.

- K. Purchasing Card (P-Card) Program - The City recognizes that certain Purchases are more efficiently processed through a P-Card program. The program shall include the establishment, communication and maintenance of procedures for the use and control of the utilization of a P-Card to purchase Goods and Services on behalf of the City. P-Cards may only be used for authorized purposes. The single transaction limit shall be established by the City Manager, or Designee. The P-Card controlled by the Finance Department for Accounts Payable shall be exempt from the single transaction limit.

- L. Direct Payments – Unless controlled by an applicable Agreement, Direct Payment requests may be permitted for the following Purchases:
1. Registration of professional associations for membership and certification reimbursement
 2. Tuition
 3. Utilities
 4. Governmental fees
 5. Insurance
 6. Postage
 7. Petty cash reimbursements
 8. Subscriptions
 9. Sponsorships
 10. Refunds
 11. Check Request/Reimbursement
 12. Legal Services
 13. Grant Disbursements for Tenants
 14. Software License/Maintenance fees
 15. Auditor Services

3.4-2 BID/PROPOSAL ACCEPTANCE AND EVALUATION

- A. Opening - Competitive Sealed Bids/Proposals received in the location stated in the Solicitation document and no later than the precise date and time set for the Opening shall be accepted without alteration or correction. The City reserves the right to accept any or all Bids/Proposals or to waive any formalities, technicalities or irregularities.
- B. Evaluation - Bids/Proposals shall be evaluated based on the requirements set forth in the Solicitation document. No criteria may be used in evaluation that is not set forth in the Solicitation document. With the exception of solicitations procured pursuant to Florida Statutes, Section 287.055, Evaluation of Bids shall include consideration of the total cost for each year of the Contract, including renewal years, as submitted by the Vendor.
- C. Rejection - The City reserves the right, in its sole discretion to reject any or all Bids/Proposals, including but not limited to the following:
1. Previously failed to perform properly, or to timely complete a Contract of a similar nature; or
 2. Failed to establish they are in a position to perform the Contract; and/or
 3. Habitually, and without just cause, neglected the payment of bills or otherwise disregarded its obligations to Subcontractors or employees.
- D. Correction or Withdrawal of Bids - After Bid Opening, no changes in Bid prices or other Bid provisions shall be permitted. In the event of mathematical mistakes in extended pricing, the unit price shall prevail. Mistakes discovered before Opening may be modified or withdrawn via written notice from the Bidder if received in the Finance Department prior to the time set for Bid Opening.

- E. Exceeding Allocated Funds - In some circumstances the lowest acceptable Bid for a project may exceed allocated/budgeted funds; however, the project scope, time or economic considerations precludes the re-Solicitation of work of a reduced scope. If such Bid does not exceed the allocation by more than ten percent (10%), the Finance Director and the end user Department are authorized, to negotiate an adjustment of the Bid price with the lowest Responsive and Responsible Bidder so long as the adjusted Bid price does not exceed allocated funds and the City Manager, or Designee, has approved such adjustment.
- F. Tie Bids - If there are two (2) or more Bid submittals that are identical in price and meet all the requirements and criteria set forth in the Solicitation, the award may be made by the Council or City Manager pursuant to the approval limitations as stated in this Purchasing Policy. In making the tie-breaker decision there are three considerations to be applied: Bidder has a Drug Free Workplace Policy in place; Bidder that has an existing Business Tax Receipt (BTR) to do business within the jurisdictional limits of the City of Mount Dora; Bidder has satisfactorily performed a prior contract with the City; and performance timing .

3.4-3 RESPONSIBILITY AND RESPONSIVENESS OF BIDDERS AND RESPONDERS

- A. Factors to be considered in determining if a Bidder is responsible include, but are not limited to, the following:
 - 1. The Bidder's financial condition, physical capacity, professional ability, personnel, or other resources, including the ability to furnish Subcontractors possessing the same qualifications as the Bidder;
 - 2. The Bidder's performance record;
 - 3. Whether the Bidder has successfully paid all fees, taxes, or assessments owed to the City;
 - 4. Whether the Bidder provided all required information concerning its responsibility;
 - 5. Ability to perform with integrity, reliability and in good faith.
- B. Determination of Non-Responsibility - If a Bidder or Responder is found to not have the experience, reputation and/or reliability necessary to assure performance of a Contract, such Bidder or Responder shall be deemed non-responsible and a written finding of non-responsibility, setting forth the basis of the finding, shall be prepared by the Finance Department. The written finding shall be maintained as part of the City's Purchasing file for the particular Solicitation for which the Bidder or Responder was deemed non-responsive.
- C. Right to Inspect - The City may inspect the plant or place of business of, or equipment to be utilized by a proposed Bidder or Responder or any Subcontractor of an awarded Contract or a Contract to be awarded by the City to assist in determining responsibility.
- D. Establishment of Specific Criteria - The Finance Department may establish specific criteria to determine the responsibility of a Bidder or Responder, relative to a particular Purchase, with said criteria set forth in the Solicitation.
- E. A responsive Bid, Proposal or other form of response is considered responsive if it conforms to all material aspects of the Solicitation as determined by the City.

- F. Electronic Signatures – The City will accept electronic signatures on documents submitted electronically.

3.4-4 BONDS AND SECURITY REQUIREMENTS

- A. Bid Security - The City may require the submission of a Bid bond or other form of security to guarantee full Bid compliance. When the Solicitation requires a Bid bond or security, failure of the Bidder to supply same, in the amount and type required, shall automatically render the Bidder as non-responsive to the requirements of the Solicitation.
- B. Contract Payment and Performance Bonds - When a Contract is awarded the City may require the successful Bidder to supply a payment and performance bond. When a payment and performance bond is required, it shall be in the amount and type satisfactory to the City and executed by a surety company authorized to do business in State of Florida and that is acceptable to the City.

The bonds shall be recorded in the public records of Lake County, Florida, be held by the City Clerk, and shall become binding on the parties upon the execution of the Contract. Nothing in this section shall be construed to limit the authority of the City Council to require other security in addition to, or in lieu of, those bonds or in circumstances other than those specified in this Purchasing Policy, when in the best interest of the City.

3. 4-5 CANCELLATION OR REJECTION OF SOLICITATIONS

Solicitations may be cancelled, or any or all submittals in response to a Solicitation may be rejected by the City Manager or Designee, in whole or in part, without recourse, when it is in the best interest of the City. The City will provide said determination in writing, and identify the reason(s) that such action has been taken. Notice shall be electronically posted on the City's bidding sites and sent to all known Solicitation document holders or Bidders/Responders.

3.5 PROTEST AND APPEALS

It is essential that Bidders, Vendors, Contractors and the citizens of the City of Mount Dora have confidence in the policies and procedures for soliciting and awarding Contracts. The City has adopted herein the policy for the protest of a Notice of Intent to Award.

3.5-1 NOTICE OF PROTEST

- A. Notice of Intent to Award - The Finance Department shall post a Notice of Intent to Award on the City website and electronically for a period of at least three (3) business days after the Notice is issued as well as send notice directly to all known Solicitation document holders or Bidders/Responders. The Notice of Intent to Award shall also be posted on the City Bid notification site(s). A Notice of Intent is not issued for certain qualification-based solicitations such as those procured pursuant to Florida Statutes, Section 287.055.
- B. Notice of Protest
 - 1. Notice of Award Protest - Any Bidder or Responder who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Finance Department, by no later than 5:00 pm on the third (3rd)

business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder or Responder who cannot show that it would be awarded the Contract if the protest is upheld.

2. Failure to file a Notice of Protest in a timely manner shall constitute a waiver of rights hereunder.
3. The Finance Director shall notify the City Manager of receipt of a Notice of Protest.
4. The Finance Department shall determine if the Notice of Protest was filed in a timely manner and if the protestor meets the criteria of this section. The protestor will be notified in writing whether or not the Notice of Protest meets the requirements of this Purchasing Policy.
5. The Finance Director, with the approval of the City Manager, may require the posting of a protest bond, made payable to the City of Mount Dora.

3.5-2 FORMAL WRITTEN PROTEST

A. After a Notice of Protest has been filed in a timely manner, a formal written protest must be filed within five (5) business days after the filing of the Notice of Protest. Failure to file a Formal Written Protest in a timely manner shall constitute a waiver of rights hereunder. The alleged basis for the protest shall be limited to the following:

1. The City failed to follow the procedures or requirements specified in the Solicitation document; and/or
2. City employees or Evaluation Committee member(s) engaged in misconduct or impropriety; and/or
3. The City made an identifiable mathematical or other error in evaluating proposals, resulting in the proposal receiving an incorrect score and not being selected for award; and/or
4. The City's designation of the protesting party as non-responsive was incorrect due to an issue of fact or law not apparent on the face of the Bid or proposal document.

B. Content of Protest - The formal written protest shall state all grounds claimed for the protest and include supporting documentation. Failure to do so shall be deemed a waiver of all protest rights. The protest shall include, at a minimum, the following information:

1. Names, addresses and telephone numbers of the parties protesting.
2. The Solicitation number and project title.
3. A concise statement of the facts and the basis for the protest.
4. Reference to the rules, regulations, ordinances, policies or other legal authority which has been violated or which entitles the protesting party to the relief requested.
5. Supporting evidence or documents to substantiate any arguments.
6. The form of relief requested.

3.5-3 STAY OF PURCHASING DURING THE PROTEST

The City Manager shall decide whether the final award and performance of the Contract should be stayed. If the Finance Director, with the approval of the City Manager, makes a written determination within five (5) days of the Filing of the Formal Written Protest that the protest is clearly without merit and/or that a delay in the performance of the Contract is detrimental to the best interest of the City, the Finance Department may proceed with final award and commencement of performance of the Contract.

3.5-4 REVIEW OF PROTEST AND DETERMINATION

The Finance Director shall consider the timeliness of the Formal Written Protest and notify the protestor of its timeliness within seven (7) Business Days following receipt of the Formal Written Protest. The Finance Director will make any pertinent inquiries, and shall have the opportunity to begin to resolve the protest by mutual agreement between the parties. The Finance Director shall confer with the City Attorney and City Manager or designee to review the basis for the protest and the results of the inquiries and, thereafter, shall concur on a determination. The Finance Department will send the protestor the final determination within five (5) Business Days of the same.

3.5-5 APPEALS

- A. If the protestor is not satisfied with the final determination, the protestor may appeal to the City Council by filing an appeal, which sets forth the facts upon which the appeal is based and includes any and all supporting documentation, with the Finance Department within five (5) Business Days of issuance of the final determination.
- B. The Finance Director shall provide copies of any such appeal to the City Manager and the City Attorney.
- C. The Finance Department shall prepare an agenda item for the City Council and schedule the appeal for hearing within thirty (30) days of receipt of the appeal or as soon as practicable.
- D. Failure to file an appeal in a timely manner shall constitute a waiver of rights hereunder.
- E. The decision of the City Council shall be final and conclusive.

3.5-6 STAY OF PURCHASING DURING APPEAL

If an appeal is filed and performance of the Contract was previously stayed by the City Manager pursuant to this section, the filing of an appeal shall automatically continue the stay. If the City Manager has made a written determination that Contract performance without delay is necessary to protect the substantial interest of the City or the health, welfare, and/or public safety of the citizens of the City of Mount Dora, performance of the Contract shall not be stayed during the pendency of the appeal.

3.6 CONTRACTS

3.6-1 TERMS AND CONDITIONS

Any type of Contract which promotes the best interest of the City, and has been approved for legal sufficiency by the City Attorney, may be used. All City Contracts shall include provisions necessary to define the responsibilities and rights of the parties to the Contract.

3.6-2 MULTI-YEAR CONTRACTS AND APPROPRIATION OF FUNDS

A Contract for Goods, Services or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the current fiscal year.

Obligations for succeeding fiscal years shall be subject to the availability and appropriation of funds by the City Council.

3.6-3 ADMINISTRATION AND COMPLIANCE

- A. After a contract has been awarded, the City will conduct Contract administration and compliance activities. This encompasses all interaction between the City and the Vendor from the time the Contract is awarded until the work has been completed and accepted or the contract terminated, payment has been made, and disputes, if any, have been resolved.
- B. The end user department's project manager is responsible for the Contract administration and compliance functions to ensure compliance with the Contract, City ordinances, rules and regulations, the City's Purchasing Policy, Florida Statutes, City Procedures and any other applicable requirements.
- C. Right to Audit Records - The City, at reasonable times and places, may audit the books, records, and accounts of any Person, to the extent that the books, records, and accounts relate to the performance of Services in accordance with a City Contract. Any Person that is awarded a Contract or granted a Contract Amendment shall maintain all books, records, and accounts in compliance with generally accepted accounting procedures; and shall retain all books, records, and accounts for such period as deemed necessary, or as may be required by the funding source and designated in the Solicitation and Contract documents, from the date of final payment, termination, or until a full City audit is complete, whichever comes last. All books, records, and accounts related to the performance of a City Contract shall be subject to the applicable provisions of the Florida Public Records Act, Florida Statutes, Chapter 119.
- D. Settlement of a Contract Dispute - The Finance Director, with the concurrence of the City Manager and review by the City Attorney, is authorized to settle disputes arising out of the performance of a City Contract, provided the settlement amount does not cause the total Contract amount, including the settlement amount, to exceed the authority of the City Manager as established in this Purchasing Policy. Any settlement exceeding the authority of the City Manager must be approved by the City Council.

If it is determined that termination is in the best interest of the City, the Finance Department, with review by the City Attorney, shall present a proposed letter of termination for City Council or City Manager approval, based on the original agreement approval.

3.7 SUSPENSION AND DEBARMENT

3.7-1 AUTHORITY TO DEBAR OR TEMPORARILY SUSPEND

- A. The City Council may Debar a person or business entity, for cause, from doing business with the City. The Debarment shall be for a period not to exceed three (3) years from the date of the final Debarment determination by the City Council; however, if the Debarment is based solely upon a previous Debarment by another governmental agency, the period of Debarment shall run concurrently with the period established by that other agency.
- B. The City Manager shall have the authority to temporarily Suspend a person or business entity from doing business with the City during an investigation and pendency of Debarment action.

The temporary Suspension shall be for a period not to exceed six (6) months from the date of the Suspension determination by the City Manager.

3.7-2 CAUSES FOR DEBARMENT

Causes for Debarment shall include but are not limited to the following:

- A. Conviction of any person, under any statute of the federal government, this state, or any other state, for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City Contractor/Vendor within the last thirty-six (36) months.
- B. Conviction for commission of a criminal offense as an incident to obtaining, or attempting to obtain, a public or private Contract or sub-Contract, or in the performance of such Contract or sub-Contract within the last thirty-six (36) months.
- C. Conviction of or civil judgment against any person based on a violation of a state or federal antitrust statute, relating to a response to a Solicitation within the last thirty-six (36) months.
- D. Violations of Contract provisions within thirty-six (36) months preceding the current Debarment action, of a character which are reasonably deemed to be so serious as to justify the current Debarment or Suspension action.
- E. Abandonment of a Contract.
- F. Knowing failure, without good cause, to perform in accordance with the terms and conditions as stated in an awarded Contract.
- G. Failure to perform or unsatisfactory performance of any of the terms of a Contract with the City. However, failure to perform or unsatisfactory performance caused by acts beyond the control of the person or business entity shall not be considered to be a basis for Debarment or Suspension.
- H. Failure to pay a Contractor, Subcontractor, or Materials provider as required.
- I. A determination by a court of competent jurisdiction, the Florida Department of Business and Professional Regulation or the Federal Government that the person or business has violated the provisions of any Florida Statute, Federal Regulation or local law and/or has been placed on the State of Florida or Federal Government list of Debarred Contractors.
- J. Any other cause that the City Council reasonably considers to be as serious and compelling enough to support a determination for of Debarment.

3.7-3 INITIATION OF DEBARMENT, TEMPORARY SUSPENSION AND FINAL DETERMINATION

- A. The Finance Department shall investigate any information received concerning a possible cause for Debarment.

- B. The City Manager may determine that the person shall be temporarily Suspended, from doing business with the City during the investigation, and pendency of a Debarment action.
- C. In the event of temporary Suspension by the City Manager, the Finance Department shall provide written notification to the person or business, regarding the temporary Suspension, r by any method that provides evidence of Receipt, to the addresses provided to the Finance Department by the person or business. The notice of Suspension shall state:
 - 1. The basis for the investigation;
 - 2. That no Solicitation response shall be accepted from the Person and, if received, will not be considered during the temporary Suspension period; and
- D. After investigation, the basis and documentation for the Debarment of a person or business shall be reviewed by the City Manager.
- E. If the City Manager determines that there is no reasonable basis for Debarment, he/she may make a finding of no Debarment and if Suspended reinstate the person or business.
- F. If the City Manager determines that a reasonable basis exists for further Debarment actions, the City Manager, after consultation with the City Attorney, shall request a hearing before the City Council for a final determination regarding Debarment.
- G. If the City Council determines that a person or business should be Debarred, the Finance Department shall provide written notification to the Person, regarding the Debarment by any method that provides evidence of Receipt, to the addresses provided to the Finance Department by the Person. The notice of Debarment shall state:
 - 1. The basis for the Debarment;
 - 2. That any current Contract with the City shall be terminated per the conditions in the Contract;
 - 3. That no Solicitation response shall be accepted from the person or business and, if received, will not be considered during the Debarment period; and
 - 4. The period of Debarment, including the specific date that the Debarment ends.

3.7-4 IMPUTED KNOWLEDGE

- A. Improper conduct by a person may be imputed to a business affiliate for purposes of Debarment where the impropriety occurred in connection with the business affiliate's duties for, or on behalf of, and/or with the knowledge or approval of the actions of the person.
- B. The improper conduct of a person or its business affiliate having a current City Contract with a Contractor/Vendor may be imputed to the Contractor/Vendor for purposes of Debarment where the impropriety occurred in connection with the person/affiliate's duties for, or on behalf of, and/or with the knowledge or approval of the Contractor/Vendor.

3.7-5 MASTER LIST OF DEBARRED OR SUSPENDED PERSONS

The Finance Department shall maintain a Master List of Debarments and Suspensions, which will include, at a minimum, the names of those persons and business entities which have been Debarred or

Suspended by the City, the basis for such action, the period including expiration date and the name of the Debarring agency, if the City's Debarment is based on Debarment by another governmental entity.

3.8 LOCAL VENDOR PREFERENCE

A local vendor would be interpreted as a Bidder, which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Mount Dora to do business in the City of Mount Dora which authorizes the vendor to provide the goods, services, or construction to be purchased and has a physical address located within the jurisdictional limits of Mount Dora from which the vendor operates or performs its business. A Post Office box cannot be used to establish a physical address.

A local vendor preference of no greater than 5% (not to exceed \$5,000) of the price submitted by the non-local vendor shall be granted with City Council approval.

3.8-1 EXCEPTIONS TO LOCAL VENDOR PREFERENCE

Exceptions to the application of local vendor preference include, but are not limited to, the following:

- A. Purchases that are funded in whole or in part by assistance from any federal, state, or local agency that disallows local preference;
- B. Purchases made through a cooperative/piggyback Purchasing process;
- C. Purchases subject to Florida Statutes, Section 287.055;
- D. Emergency Purchases or Purchases made during declared emergency operations.

3.9. OTHER PURCHASING METHODS

Additional Purchasing methods may be used in the best interest of the City.

3.9-1 INNOVATIVE PROCUREMENT

Use of Innovative Purchasing methods including, but is not limited to, electronic quoting and bidding systems/processes, virtual processes, online purchases, and the like, shall be permitted subject to other limitations set forth herein.

3.9-2 UTILITY MATERIALS PROCUREMENT

The City Manager is authorized to issue a Purchase Order for utility Materials up to \$100,000 without prior City Council approval.

The City Manager shall notify City Council of any such utility Materials purchased at the next regularly scheduled City Council meeting or as soon thereafter as practical.

3.9-3 DEVELOPER REIMBURSED PROCUREMENT

Private developer reimbursed project Material Purchases are permitted for the materials required for the City through its own forces to complete a portion of a project that results in an

improvement or addition to a City owned asset or utility system. This type of Purchase is limited to a maximum materials cost of \$250,000 per project. These materials shall be sourced with a minimum of three written quotes. The quotes shall be acquired through acceptable Innovative Procurement methods. The City Manager is authorized to issue a Purchase Order for such Materials reimbursements without prior City Council approval.

The City Manager shall notify City Council of any such Materials reimbursement at the next regularly scheduled City Council meeting or as soon thereafter as practical.

3.9-4 FLEET VEHICLES AND CAPITAL EQUIPMENT PROCUREMENT

The City Manager is authorized to issue a Purchase Order for fleet vehicles and capital equipment, with a life expectancy of at least five years, in a cumulative amount of up to \$250,000 to a single vendor without prior City Council approval, so long as the Purchases are included in the current adopted or amended budgets for approved Capital Outlay expenditures.

The City Manager shall notify City Council of any such fleet vehicles and capital equipment purchased at the next regularly scheduled City Council meeting or as soon thereafter as practical.

4.0 INVOICE PAYMENT

The City of Mount Dora's shall pay all invoices pursuant to the State of Florida Prompt Payment Act, Florida Statutes, Section 218.70.

The Finance Director shall have the right to choose the most advantageous method of payment for all invoices received by the City.

6.0 INSURANCE AND INDEMNIFICATION REQUIREMENTS

All persons, businesses, Contractors, Vendors, and the like, doing business with or Contracting with the City shall indemnify and maintain insurance of the types and limits as determined by the City, taking into consideration the work being completed for the City, the City's legal exposure, cost, complexity or hazardous nature of the contract. Under no circumstance shall the indemnification by a person, business, Contractor, Vendor or the like, of the City, be limited by the types and limits of insurance required by the City. The types of insurance required by the City include, but are not limited to the following:

(a) WORKERS' COMPENSATION INSURANCE (as required by Florida law)

(b) COMPREHENSIVE GENERAL LIABILITY INSURANCE

(c) COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

(d) OTHER INSURANCE, DEPENDING ON THE TYPE AND VALUE OF CONTRACT

(e) BUILDERS RISK COMPLETED VALUE COVERAGE

(f) PROFESSIONAL LIABILITY

APPENDIX A

DEFINITIONS

Unless the context otherwise requires, the following terms shall have the meanings set forth below whenever they appear in the Purchasing Policy.

Agreement: Written agreement between two or more competent parties that includes provisions necessary to define the responsibilities and rights of the parties to perform a specific act(s); any type of agreement, regardless of what it is called, for the Purchasing or disposal of goods, services or construction, usually an exchange of goods or services for money or other consideration. The term Agreement may be used interchangeably with the term “Contract” or “Contract Acceptance Letter.”

Amendment: Written modification, which revises specifications, price, quantity, or other terms of the Agreement, upon mutual consent and with a formally executed document signed by both parties.

Bid: A formal written price offer by a Vendor to the City to furnish specific Goods, Services, and/or Construction in response to an Invitation for Bids or a multistep bidding procedure.

Bid Bond/Security: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid. The bidder will furnish bonds in the required amount and if the contract awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount.

Bidder: Any Person, Firm, Business or other group of individuals that submits a response to a Solicitation. The term Bidder may be used interchangeably with the term Respondent.

Business Day: Days of operation that the City of Mount Dora offices are open, except for holidays recognized by the City, during normal operating hours.

Capital Improvement Project (CIP): Any public improvement which the City undertakes, including the construction or reconstruction in whole or in part, of any building, road, highway, street improvements, physical plant, structure, or facility.

Certificate of Insurance: A document provided by the contractor/consultant to show proof of insurance according to the requirements stated by the City.

Change Order: Modification, deletion or addition to an authorized Purchase Order.

Cone of Silence Period: The period during which bidders and respondents are prohibited from contacting any City Council Member, the City Manager, any requesting or evaluating department personnel and/or any member of the Evaluation Committee.

Consultant: A Person that possesses unique qualifications allowing them to serve and/or perform specialized and/or advisory Services, usually for a fee.

Consultants Competitive Negotiation Act (CCNA): Guidelines for the acquisition of professional architectural, engineering, landscape architecture, or surveying and mapping services, including definitions, procedures and prohibitions as defined in Florida Statute 287.055, as amended.

Contract: Obligation, such as an accepted offer, between competent parties upon a legal consideration, to abstain from or to do some act or acts. The term Contract will be used interchangeably with Agreement.

Contractor: Any individual, firm, partnership, corporation, association or other legal entity having a Contract with the City of Mount Dora to furnish Goods, Services, or Construction for an agreed upon price.

City Council: The City of Mount Dora Mayor and City Council Members collectively.

City Manager: Chief Executive Officer for the City, who oversees City operations.

Debar/Debarment: An action taken by the City Council under this Purchasing Policy to prohibit a Person of Firm from participating in City Purchases for an extended period of time.

Department/End User Department/End User/Division/Office: An administrative Department, Division, or Office of the City which utilizes any Goods, Services, or Construction procured under the Purchasing Policy and correlating Procedures. The terms may be used interchangeably.

Designee: A Person given the authority to act on the behalf of another Person of authority.

Evaluation Committee (EC): An evaluation group established for the sole purpose of evaluating responses received for certain City issued formal solicitations.

Finance Director: The principal officer for Purchasing-related activities duly authorized to conduct and approve Purchases as delegated by the City Manager; sign purchase orders for Purchases pursuant to the Purchasing Policy; manage Contracts and make written determinations with respect thereto.

Finance Department: The central City Office responsible for City Purchases. The term may be used interchangeably with Purchasing Department or Office.

Grant: The furnishing by the City of assistance, whether financial or otherwise, to any Person or organization; or the receipt by the City of assistance, whether financial or otherwise, from any governmental or private entity. Grant does not include an agreement whose primary purpose is to procure a specific product, whether in the form of Goods, Services, or Construction.

Materials: Items that are incorporated into, attached to an end item, or consumed in performing a Contract. Materials do not include land, a permanent interest in land, or leases of real property.

Notice to Proceed: A written notification from the Purchasing Manager or Project Manager to the contractor to establish commencement of the contractor's responsibilities under the provisions of the contract.

Purchasing: Buying, purchasing, renting, leasing, or otherwise acquiring of any Goods and/or services for public purposes in accordance with the laws, rules, regulations and procedures intended to provide for the economic expenditure of public funds. It includes but is not limited to all functions which pertain to the obtaining of any supplies, materials, equipment and/or services including construction projects and Capital Improvement Projects, as defined herein, required by any division/department/office or agency of the City government regardless of the source of funds.

Purchasing Card (P-Card): An instrument used to purchase goods/services in accordance with established procedures.

Proposal: An executed formal document submitted by an offeror to the City stating the good(s) and/or service(s) offered in response to a Request for Proposal or Request for Information.

Public Notice: Written announcement made by the City concerning a Solicitation or other information of general public interest.

Purchase Order: The City's document used to authorize a purchase transaction with a vendor; contains provisions for construction, goods and/or services ordered; applicable terms as to payments, discounts, date of performance and transportation; and other factors or conditions relating to the transaction.

Quotation: An oral or written informal offer to the City by a vendor for furnishing specific goods and/or services at a stated price.

Receipt: Actual Receipt of an item being delivered or the first attempted delivery by certified mail, or by any other means that provides conclusive evidence of the attempt to deliver to the last known address of party.

Request for Letters of Interest (LOI): A non-binding method solicitation method used to obtain information for services or projects that cannot be quantified.

Request for Proposals/Competitive Proposal Solicitation (RFP): A Solicitation method used to solicit proposals from potential providers of Goods, Services, and Construction. Price is not the only determining factor, or the primary determining factor, in an RFP and an award of a Contract may be accomplished in a single step or multi-step process.

Request for Qualifications/Qualifications Based Solicitation or Professional Services (PS): Solicitation method used to solicit proposals from potential providers of specific Services where price is not an evaluation factor.

Request for Quotations (RFQ): An informal Solicitation where oral or written quotes are obtained from a reasonable number of providers, preferably three (3), without formal advertising or Receipt of sealed Bids.

Responder: A Person, Business, Firm or other group of individuals that submits a response to a Solicitation. The term Respondent may be used interchangeably with the term Bidder.

Services: The furnishing of labor, time, and/or effort by professionals or Contractor, wherein the submission of goods or other specific end products other than reports, studies, plans, advisories, contractual documents or other documents relating to the required performance is incidental or secondary.

Sole/Single Source: The only existing source of an item or service or a source chosen because it best meets the needs of the user Department/Division/Office as determined by a reasonably thorough analysis of the marketplace.

Solicitation: An invitation or request by which the City invites participation in the Purchasing process.

Specifications/Scope/Scope of Services/Scope of Work: A statement of the requirements for product, materials, or process used to describe the goods and/or services required by the City.

Standardization: The process of examining characteristics and needs for items of similar end usage and developing a single specification that will satisfy the needs of most or all purchases for that purpose and will maintain a degree of continuity to the original or existing decor, equipment or programs.

Subcontractor: Any Person employed to perform part of a contractual obligation under the control of the principal Contractor.

Suspend/Suspension: Action taken by the City Manager under the Purchasing Policy to temporarily disqualify or exclude a Person from participating in City Purchases for a definite period of time.

Task Authorization (TA): Process used by a Department/Division/Office to obtain the appropriate approval for an individual engagement under certain continuing service agreements. The terms may be used interchangeably.

Vendor: A supplier/seller of Goods, Services, and/or Construction. The term Vendor may be used interchangeably with provider or supplier.



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 5, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

SUBJECT: Request adoption of Resolution No. 2021-108, approving the Debt Issuance and Management Policy

Introduction:

This is a request for City Council to approve Resolution No. 2021-108, Debt Issuance and Management Policy.

Discussion:

The city establishes the following policy concerning the issuance and management of the city's debt. This debt policy, as presented to city council and the citizens, is established to improve the quality of decisions in relation to the city's financing activities, provide a comprehensive view of the city's long term debt picture and make it easier for decision makers to understand issues concerning debt issuance and management.

Our current debt issuance policy was part of Resolution No. 2020-126, Purchasing Policy. With the Purchasing Policy being rewritten by Resolution No. 2021-87, it was deemed more appropriate for this to be a stand alone policy to allow for future enhancements, modifications, etc. without being embedded in another policy.

Budget Impact:

N/A

Strategic Impact:

Financial and Economic Sustainability.

Recommendation City Council to approve Resolution No. 2021-108, Debt Issuance and Management Policy.

Attachment(s):

1. Reso 2021-108. Debt Issuance and Management Policy.SGS
2. Exhibit A Debt Issuance and Management Policy

Prepared by: John McKinney, Finance Director

Reviewed by: Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Charles Revell, Interim City Manager

Approved - 9/29/2021

Approved - 9/29/2021

Approved - 9/29/2021

Final Approval - 9/30/2021

RESOLUTION NO. 2021-108

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE DEBT ISSUANCE AND MANAGEMENT POLICY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ADOPTION OF THE MANUAL; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora adopts and maintains various policies in order to ensure the most efficient and effective performance of its City Departments; and

WHEREAS, from time to time, it is necessary for the City to amend, revise and/or restate certain of its policies in order to better express the vision of the City and accommodate the operations thereof; and

WHEREAS, the City has determined that it is in its best interest to adopt a Debt Issuance and Management Policy.

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

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

SECTION 2. Adoption of Policy. The City of Mount Dora hereby adopts the Debt Issuance and Management Policy attached hereto as **Exhibit "A"**.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the Debt Issuance and Management Policy, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this 5th day of October, 2021.

CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jessica Burnham, City Clerk

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

Sherry G. Sutphen City Attorney

EXHIBIT “A”
Debt Issuance and Management Policy



DEBT ISSUANCE AND MANAGEMENT POLICY

FINANCE DEPARTMENT

October 5, 2021

RESOLUTION 2021 - 108

510 N. BAKER ST.
MOUNT DORA, FLORIDA 32757
VOICE: 352.735.7100
FAX: 352.735.4789

DEBT ISSUANCE AND MANAGEMENT POLICY

Section. 1. Purpose.

The City establishes the following policy concerning the issuance and management of the City's debt. This debt policy is established to improve the quality of decisions in relation to the City's financing activities, provide a comprehensive view of the City's long term debt picture and make it easier for City staff members to make recommendations concerning City debt issuance and management.

Section. 2. Conditions of debt issuance.

- (a) *Community needs.* Debt should be issued for the purpose of meeting the needs of the community through funding of capital projects and equipment but without constituting an unreasonable burden to taxpayers.
- (b) *Qualified projects.* Long term debt is only to be issued to finance the acquisition and/or construction of capital improvements with an economic or useful life greater than five years. Additionally, only capital needs identified in the capital improvement program will be considered.
- (c) *Fixed-assets.* Debt should only be issued to finance fixed assets with an economic or useful life greater than five years
- (d) *Refinancing bonds.* A refinance of existing debt will only be issued if the present value of the debt service savings exceeds three percent (3%) of the par value of the refinanced bond.
- (e) *Emergency purposes.* Debt may be issued to repair or replace an essential public asset, such as public utility infrastructure, which has suffered catastrophic damages, or for other purposes if there is immediate risk to the health, safety or welfare of the general population of the City. The issuance of debt under this section requires an affirmative vote by a majority of a quorum of the city council.
- (f) Purchases utilizing Lease Finance Agreements for up to and including \$1,000,000 shall require a minimum of three (3) quotations. Quotes are to be obtained by the Finance Director and shall be maintained in the department file. Purchases utilizing Lease Finance Agreements exceeding \$1,000,000 shall be subject to the competitive solicitation process.

Section. 3. Types of debt.

In accordance with Florida law, the City may issue the type of debt determined to be the best under the circumstances of issuance and as determined to be in the best interest of the City of Mount Dora.

Section. 4. Restrictions on debt issuance.

- (a) The City will not use long term debt to finance current operations or normal maintenance.
- (b) Derivative (security based) products will not be used by the City.
- (c) Variable rate debt will not be used to refinance fixed-rate, long term debt.

-
- (d) All debt issuances shall be approved by the City Council.
 - (e) Before any debt may be issued, the City will perform an analysis of the requirements to determine the impact on future budgets, the sufficiency of revenues to fund the debt service requirements and additional operating costs of the capital asset or qualified project.

Section. 5. Characteristics of debt issuance.

When the City finances a capital project by issuing bonds, it will pay back the bonds in a period not exceeding the expected life of the project. Other standard terms shall include the following:

- (a) Term may be up to 30 years depending on cash flow assumptions, and useful life of asset being financed.
- (b) Call provisions will be shortest possible optional call consistent with optimal pricing.
- (c) The City will seek level or declining overall debt repayment schedules and will avoid issuing debt that provides for balloon principal payments reserved at the end of the term of the issue, unless such debt issue is originally intended to be refinanced to produce level or declining overall debt repayment.
- (d) Debt service reserves will be in conformity with bond covenants, if applicable.
- (e) Commercial insurance or other credit enhancements to the bond rating shall be considered when cost effective.
- (f) Repayment of debt shall be made with revenues derived from the projects that benefitted from the bond issuance when possible.

Section. 6. Debt issuance process.

- (a) The City will strive continually maintain its current ratings. The City will maintain good communications with bond rating agencies about its financial condition and will operate with full disclosure on every financial report and bond prospectus. The City will also comply with all federal tax law provisions, including arbitrage requirements.
- (b) The City may utilize the services of registered municipal advisor(s) on debt financing when deemed prudent. Although not required, the City may utilize and competitively selected pool of underwriters for any negotiated bond sale. Bond counsel, selected with the assistance of the City Attorney, will be used for each transaction.
- (c) The Finance Department shall review each debt issuance transaction on a case-by-case basis to determine the most appropriate method of sale.
- (d) Competitive sale should be chosen for less complex transactions. In a competitive sale, bids for the purchase of the bonds are opened at a specified place and time and are awarded to the underwriter (or syndicate) whose conforming bid represents the lowest true interest cost to the City. Bond sales shall be cancelable at any time prior to bids being received.

Upon award to the bidder whose conforming bid represents the lowest true interest cost, the City may restructure the bonds in accordance with the official notice of sale. The City reserves the right to reject all bids or waive bid irregularities.

- (e) Negotiated sale should be chosen for more complex transactions. In a negotiated sale, the City chooses the initial buyer of the bonds in advance of the sale date. The City shall discuss the different financing techniques with the chosen buyer in advance of the sale date.
- (f) Professional services used in conjunction with a bond issuance may be obtained using a competitive selection process pursuant to the City's Purchasing Manual.

Sec. 7. Permitted investments of debt proceeds.

All investments of debt proceeds shall adhere to the City's investment policy and the debt resolutions associated with any debt.



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 5, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

SUBJECT: Request adoption of Resolution 2021-117, Approving the Capital Asset and Management Policy

Introduction:

Review of Capital Asset and Management administrative policies

Discussion:

The City Manager per the City Charter has the responsibility as the chief administrative officer of the City of Mount Dora for the administration of all city affairs placed in their charge. As such, it is necessary to provide standardized policies and procedures for all City departments. Staff worked together on updating the Capital Assets and Management Policy with the City Auditors to make sure that we are in compliance with all known GASB pronouncements.

This policy update provides for

1. Disposition of Assets (Previously a part of the Purchasing Policy)
2. Updated capital threshold limits.

This policy provides for how financial reporting and budgeting information is provided to the Council and the public on an annual basis as this policy sets what our capitalization limits are for buildings, infrastructure and equipment.

Budget Impact:

N/A

Strategic Impact:

Financial and Economic Sustainability

Recommendation City Council approve Resolution No. 2021-117, Approving the Capital Asset and Management Policy

Attachment(s):

1. 2021-117.Capital Assets and Management Policy.SGS
2. Exhibit A Reso 2021-117 Capital Assets and Management Policy

Prepared by: John McKinney, Finance Director

Reviewed by: Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Charles Revell, Interim City Manager

Approved - 9/30/2021

Approved - 9/30/2021

Approved - 10/1/2021

Final Approval - 10/1/2021

RESOLUTION NO. 2021-117

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE CAPITAL ASSETS AND MANAGEMENT POLICY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ADOPTION OF THE POLICY; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora adopts and maintains various policies in order to ensure the most efficient and effective performance of its City Departments; and

WHEREAS, from time to time, it is necessary for the City to amend, revise and/or restate certain of its policies in order to better express the vision of the City and accommodate the operations thereof; and

WHEREAS, the City has determined that it is in its best interest to adopt a new Capital Assets and Management Policy.

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

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

SECTION 2. Adoption of Policy. The City of Mount Dora hereby adopts the Capital Assets and Management Policy attached hereto as **Exhibit "A"**.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the Capital Assets and Management Policy, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this 5th day of October, 2021.

CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jessica Burnham, City Clerk

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

Sherry G. Sutphen City Attorney

EXHIBIT “A”
Capital Assets and Management Policy

**Policy:**

Capital asset reporting is established to set valuation, allocation, presentation, and disclosure, as part of the annual financial reporting.

A. Capital Assets and Capitalization Thresholds

A capital asset is real or personal property that has a cost equal to or greater than an established capitalization threshold and has an estimated useful life extending beyond one year. Capital assets shall be reported under the following categories and thresholds

Capital Asset Category	Financial Statement Capitalization Threshold
Land and Land Improvements	Capitalize all
Buildings and Building Improvements	\$50,000
Infrastructure and Infrastructure Improvements	\$50,000
Leasehold Improvements	\$50,000
Property Under Capital Lease	Depending on the asset, use the threshold for the Appropriate asset category.
Construction Work in Progress	Accumulate all costs and capitalize if over \$50,000 when completed
Furniture and Equipment	\$5,000
Works of Art and Historical Treasures	Capitalize all unless they meet the definition of a collection
Other Fixed Assets	\$5,000

B. Reporting Capital Assets

Capital assets shall be reported at historical cost. The cost of a capital asset is to include ancillary charges necessary to place the asset into its intended location and condition for use. Ancillary charges include costs that are directly attributable to asset acquisition, including as freight and transportation charges, site preparation costs and/or professional fees. Donated capital assets should be reported at the estimated fair value at the time of donation plus ancillary charges, if any.

When not practical to use the historical cost of a capital asset, the estimated historical cost of the asset should be determined through other appropriate method. Estimated historical costs should be so identified in the record and become the basis of value. The basis of valuation for capital assets constructed by department personnel should be the costs of material, direct labor, and overhead costs identifiable to the project.

Departments are responsible for correctly reporting these assets at the date of receipt or acquisition to the Finance Department. Any improvements made to a capital asset that extends the useful life of the asset beyond one year should be capitalized.

C. Depreciating Capital Assets

Capital assets shall be depreciated over their estimated useful lives unless they are:

- Inexhaustible (i.e., land and land improvements, certain works of art and historical treasures),
- Infrastructure assets reported using the modified approach., or
- Construction work in progress

The Finance Department shall estimate the useful life of each capital asset using the State of Florida, Standard Class Code for Capital Assets

For Citywide financial statement purposes, the straight-line method shall be used to calculate depreciation for each capital asset recorded in the property subsystem. In the year of acquisition six (6) months shall be used for calculating depreciation for the first year. The estimated useful life for each capital asset shall be based on the City's standard portion of the property class code for the asset assigned by the Finance Department and the responsible department.

D. Capital Asset Definitions and Categories

1. Land and Land Improvements

Land is the surface or crust of the earth, which can be used to support structures, and may be used to grow crops, grass, shrubs, and trees. Land improvements consist of betterments, site preparation, and site improvements that ready land for its intended use. The cost associated with land improvements is added to the cost of land and should be recorded in the General Ledger. Land and land improvements should not be depreciated.

The following shall be capitalized as land and land improvements are:

- a. Purchase price or fair market value at time of gift
- b. Commissions
- c. Professional fees (i.e. titles searches, architect, legal, engineering, appraisal, surveying, and environmental assessments, etc.)
- d. Land excavation, fill, grading, and drainage
- e. Demolition of existing buildings and improvements (less salvage)
- f. Removal, relocation, or reconstruction of property of others (i.e. railroad, telephone, and power lines, etc.)

Items such as roads, bridges, fencing, landscaping, pools, and paved parking lots, and the like, are not considered land improvements. These items are considered infrastructure and should be recorded in the General Ledger (see section on Infrastructure and Infrastructure Improvements of this Policy).

2. Buildings and Building Improvements

A building is a structure that is permanently attached to the land, has a roof, is partially or completely enclosed by walls, and is not intended to be transportable or moveable. A building is generally used to house persons, property, and fixtures attached to and forming a permanent part of such a structure.

Building improvements are considered capital items that materially extend the useful life of a building or increase the value of a building, or both beyond one year. Building improvements should not include maintenance and repairs done in the normal course of business.

The following items shall be capitalized as buildings and building improvements:

- a. Original purchase price
- b. Expenses for remodeling, reconditioning, or altering a purchased building to make it ready to use for the purpose for which it was acquired
- c. Environmental compliance (i.e. asbestos abatement)
- d. Professional fees (i.e. legal, architect, inspections, and title searches, etc.)
- e. Payment of unpaid or accrued taxes on the building to date of purchase
- f. Cancellation or buyout of existing leases
- g. Completed project costs of constructed buildings
- h. Cost of building permits
- i. Permanently attached fixtures or machinery that cannot be removed without impairing the use of the building
- j. Additions to buildings (i.e. expansions, extensions, or enlargements)
- k. Conversion of attics, basements, etc. to usable office, clinic, research or classroom space
- l. Structures attached to the building such as covered patios, run rooms, garages, enclosed stairwells, etc.
- m. Installation or upgrade of heating and cooling systems, including ceiling fans and attic vents
- n. Original installation or upgrade of wall or ceiling covering such as carpeting, tiles, paneling, or parquet
- o. Structural changes such as reinforcement of floors or walls, installation or replacement of beams, rafters, joists, steel grids, or other interior framing
- p. Installation or upgrade of window or doorframe, upgrading of windows or doors, built-in closet, and cabinets
- q. Interior renovation associated with casings, baseboards, light fixtures, ceiling trim, etc.
- r. Exterior renovation such as installation or replacement of siding, roofing, or masonry, etc.
- s. Installation or upgrade of plumbing and electrical wiring, installation or upgrade of phone or closed circuit television systems, networks, fiber optic cable, or wiring required in the installation of equipment (that will remain in the building)

The following shall be considered maintenance and repairs and not capitalized:

- a. Adding, removing, and/or moving of walls relating to renovation projects that are not considered major rehabilitation projects and do not increase the value of the building
- b. Improvement projects of minimal or no added life expectancy and/or value to the building
- c. Plumbing or electrical repairs
- d. Cleaning, pest extermination, or other periodic maintenance
- e. Interior decoration such as draperies, blinds, curtain rods, wallpaper, etc.
- f. Exterior decoration such as detachable awnings, uncovered porches, decorative fences, etc.
- g. Maintenance-type interior renovation such as repainting, touch-up plastering, replacement of carpet, tile, or panel sections, sink and fixture refinishing, etc.
- h. Maintenance-type exterior renovation such as repainting, replacement of sections of deteriorated siding, roof, or masonry, etc.

The foregoing is not intended to be all-inclusive. The Finance Department shall work in conjunction with the Departments on a case-by-case basis to make a final determination.

3. Infrastructure and Infrastructure Improvements

Infrastructure assets are long-lived capital assets that normally are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets. Infrastructure assets include roads, bridges, tunnels, drainage systems, water and sewer systems, dams, and street lighting systems. Infrastructure assets shall be capitalized and depreciated.

Improvements made to infrastructure assets that extend the useful lives or increase the value of the assets, or both, beyond one year shall also be capitalized.

The cost of depreciable infrastructure assets over the Citywide financial statement capitalization threshold shall be recorded in the General Ledger and depreciated over the estimated useful lives of the assets. The accumulated depreciation shall be recorded in General Ledger.

4. Leasehold Improvements

A leasehold improvement is an improvement made to a leased building or infrastructure asset which is not owned in fee simple by the City. This improvement will revert to the lessor at the expiration of the lease.

Leasehold improvements do not include maintenance and repairs done in the normal course of business. Further, moveable equipment or office furniture that is not attached to the leased property is not considered a leasehold improvement. The cost of a leasehold improvement should be depreciated over the shorter of (1) the remaining lease term, or (2)

the estimated useful life of the improvement. Leasehold improvements do not have a residual value. Improvements made in lieu of rent shall be expensed in the period incurred. If the lease contains an option to renew and the likelihood of renewal is uncertain, the leasehold improvement shall be depreciated over the life of the initial lease term or estimated useful life of the improvement, whichever is shorter.

The cost of leasehold improvements over the Citywide financial statement capitalization threshold shall be recorded in General Ledger. The accumulated depreciation should be recorded in the General Ledger.

5. Property under Capital Lease

Leased assets are to be capitalized if the lease agreement meets any one of the following criteria:

- a. The lease transfers ownership of the property to the lessee by the end of the lease term.
- b. The lease contains a bargain purchase option.
- c. The lease term is equal to 75 percent or more of the estimated economic life of the leased property.
- d. The present value of the minimum lease payments at the inception of the lease, excluding.
- e. Execution costs, equals at least 90 percent of the fair value of the leased asset.

The cost of assets under capital lease over the Citywide financial statement capitalization threshold shall be recorded in General Ledger and depreciated over the estimated useful life of the asset. The accumulated depreciation shall be recorded in General Ledger.

A lease that does not meet any of the above capitalization requirements shall be reported separately as an operating lease to the Finance Department for inclusion in the Citywide financial statements.

6. Construction Work in Progress

Construction work in progress reflects the economic construction activity status of buildings and other structures, infrastructure, additions, alterations, reconstruction, and installation, which are substantially incomplete. The cost of construction work in progress shall be recorded in the General Ledger and shall not be depreciated. Construction work in progress assets shall be capitalized to their appropriate capital asset categories upon the earlier occurrence of execution of substantial completion contract documents, occupancy, or when the assets are placed into service. Multiyear appropriations shall not be used for a project to circumvent the capitalization threshold for the project.

7. Furniture and Equipment

Furniture and equipment include fixed or movable tangible assets to be used for operations, the benefits of which extend beyond one year from date of receipt and rendered into service.

The cost of furniture and equipment over the Citywide financial statement capitalization threshold shall be recorded in the General Ledger and depreciated over the estimated useful life of the asset. The accumulated depreciation shall be recorded in the General Ledger.

8. Works of Art and Historical Treasures

Works of art and historical treasures shall be capitalized at their historical cost at acquisition or fair value at the date of donation unless the item belongs to a collection which meets the following criteria:

- a. The collection is held for public exhibition, education, or research in furtherance of public service, rather than financial gain.
- b. The collection is protected, kept unencumbered, cared for, and preserved.
- c. The collection is subject to an organization policy that requires the proceeds from sales of collection items to be used to acquire other items for collections.

For collections not capitalized, a description of the collection and the reasons these assets are not capitalized shall be documented and reported to the Finance Department for inclusion in the Citywide financial statements.

Works of art and historical treasures are inexhaustible.

The cost of non-depreciable works of art and historical treasures should be recorded in General Ledger.

9. Other Fixed Assets

Other fixed assets are those long-term assets that are not otherwise classified in another capital asset category. The cost of other fixed assets which are over the Citywide financial statement capitalization threshold shall be recorded in the General Ledger and depreciated over the estimated useful life of the asset. The accumulated depreciation shall be recorded in the General Ledger.

Computer software that is either purchased or internally developed should be capitalized as other fixed assets if the cost of the computer software exceeds the Citywide financial statement capitalization threshold. Capitalization of computer software includes software license fees if the total dollar amount of the fee divided by the number of units served exceeds the threshold.

For internally developed software, only costs associated with the application development phase shall be capitalized. Costs associated with the preliminary project and the post-implementation/operating phases should be expensed as incurred. Costs to develop or obtain software that allows for access or conversion of old data by new information systems shall also be capitalized. General and administrative costs and overhead expenditures associated with software development shall not be capitalized.

Library Books are assets that may be immaterial for capitalization on an individual basis; however, yet might be considered material collectively and shall be capitalized as other fixed assets.

10. CAPITAL ASSET TRACKING

Capital asset control entails tracking, compiling and maintaining an inventory of capital assets to control losses due to negligence or theft, to provide a basis for insurance claims and identify surpluses. Capital asset records shall be set up to comply with Florida Statutes, Chapter, 274.

11. DISPOSITION OF SURPLUS PROPERTY

The City Manager, or designee, shall have the discretion to classify City property/equipment valued at less than \$50,000.00, as surplus if it is obsolete or the continued use of which is uneconomical or inefficient. Qualifying property/equipment may be disposed of for value without bids to any governmental unit or if the property is without commercial value it may be donated, destroyed, or abandoned.

Property valued to be under \$5,000, may be disposed of in the most efficient and cost-effective means as determined by the City Manager through the Finance Department. Any sale of property the value of which is estimated to be \$5,000 to \$49,999.99 shall be sold only to the highest responsible bidder or by public auction.

All Property/equipment valued at \$50,000 and above shall be deemed as surplus by the City Council and disposed of by such method as the City Council determines to be in the best interest of the City.



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 5, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

A handwritten signature in black ink that reads "Charles F. Revell".

SUBJECT: Request adoption of Resolution No. 2021-86, approving the Grants Management & Administration Policy

Introduction:

Review of administrative policies as presented by the City Manager.

Discussion:

The City Manager, per the City Charter has the responsibility as the chief administrative officer of the City of Mount Dora for the administration of all city affairs placed in their charge. As such, it is necessary to provide standardized policies and procedures for all City departments. This is an updated policy that was previously approved by the Council on February 5, 2021.

Grants Management & Administration - To develop, implement and maintain meaningful grant oversight and coordination for the City thereby increasing grant related revenue, limiting the City's exposure to grant related legal liability, and improving the efficiency and impact of programs and services funded through grants. This policy revision updates the roll of all parties as part of the grant process. The procedures portion will be a stand-alone document administered by the Finance Department.

Budget Impact:

N/A

Strategic Impact:

Fiscal Sustainability

Recommendation Approval of Resolution No. 2021-86.

Attachment(s):

1. Reso 2021-86.Grants Management and Administration Policy.SGS
2. Exhibit A Grants Management Administration

Prepared by: John McKinney, Finance Director

Reviewed by: Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Charles Revell, Interim City Manager

Approved - 9/29/2021

Approved - 9/29/2021

Approved - 9/29/2021

Final Approval - 9/30/2021

RESOLUTION NO. 2021-86

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE GRANTS MANAGEMENT & ADMINISTRATION POLICY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ADOPTION OF THE POLICY; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora adopts and maintains various policies in order to ensure the most efficient and effective performance of its City Departments; and

WHEREAS, from time to time, it is necessary for the City to amend, revise and/or restate certain of its policies in order to better express the vision of the City and accommodate the operations thereof; and

WHEREAS, the City has determined that it is in its best interest to adopt a new Grants Management & Administration Policy.

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

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

SECTION 2. Adoption of Policy. The City of Mount Dora hereby adopts the Grants Management & Administration Policy attached hereto as **Exhibit "A"**.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the Grants Management & Administration Policy, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this 5th day of October, 2021.

CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jessica Burnham, City Clerk

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

Sherry G. Sutphen City Attorney

EXHIBIT “A”
Grants Management & Administration Policy

City of Mount Dora



CITY OF
MOUNT
DORA

POLICY MANUAL

Section: **Grants Management**

Subject: **Grants Management & Administration**

Responsible Dept.: Finance

Approved:

Dept. Approval:

Charles Revell, Interim, City Manager

Purpose:

The purpose of Grant Management and Administration policies is to develop, implement and maintain meaningful grant oversight and coordination for the City thereby increasing grant related revenue, limiting the City's exposure to grant related legal liability, and improving the efficiency and impact of programs and services funded through grants.

These policies are intended to foster exceptional stewardship of the public trust through a rigorous adherence to ethical and professional standards associated with grant related activity. Adherence to these policies will promote efficiency, better transparency, greater accountability, a strategic approach to funding opportunities, and generally place the City in a more competitive position for securing grant funds.

Policy:

Grant funds received by the City of Mount Dora shall be utilized to support important programs and services that the City provides to the community. These funds shall allow the City to extend pre-existing services, introduce new initiatives, gain technological advances, and subsidize programmatic staffing. Grant funds shall be dispersed throughout the City and impact a variety of efforts, including homeland security, economic development, social services, public safety, recreation, and infrastructure improvement and maintenance, among others.

A. TYPES OF GRANT FUNDING

The City of Mount Dora considers the term *grant* to include the following grant types:

1. **Block Grants** – a broad intergovernmental transfer of funds or other assets by the U.S. Congress to state or local governments for specific activities such as secondary education or health services, but with few restrictions attached. Block grants are distributed according to legal formulas defining broad functional areas such as health, income security, education or transportation. They are used for a variety of activities, largely at the recipient's discretion.
2. **Competitive (Discretionary) Grants** – an award of financial assistance in the form of money, or property in lieu of money, by the Federal government to an eligible grantee, usually made on the basis of a competitive review process.

City of Mount Dora



POLICY MANUAL

Section: **Grants Management**

Subject: **Grants Management & Administration**

3. **Continuation of any grant type** – a continuation grant provides additional funding for budget periods subsequent to the initial budget period.
4. **Conditional Grant** – a conditional grant involves one grant maker seeking the involvement of others by making their grant (only a part of the total costs of a project) conditional upon the remainder of the cost being funded from another source.
5. **Cooperative Agreements & Contracts** – a type of Federal assistance; essentially, a variation of a discretionary grant, awarded by a Federal agency when it anticipates having substantial involvement with the grantee during the performance of a funded project.
6. **Earmark** – refers to a provision in legislation requiring that a portion of a certain source of revenue be designated for specific projects usually at the request of a legislator. Typically, the City submits requests for projects to state and federal legislators who seek to obtain funds for those requests, usually to be spent in the district the legislator represents. Earmarking bypasses the normal procedure by which revenues are pooled in a general fund and then allocated among various government spending programs as opposed to a specific project.
7. **Formula Grants** – a grant that the Federal agency is directed by Congress to make to grantees, for which the amount is established by a formula based on certain criteria that are written into the legislation and program regulations; this funding is directly awarded and administered in the Federal agency’s program offices.
8. **Pass-thru of any grant type** – grant funds received from one grantor, but passed through another grantor or funding source.
9. **Reimbursement Programs** – a type of funding program under which the grantee is reimbursed for qualifying expenditures already incurred, as specified in the terms of the grant agreement for such a program.
10. **County Grants** – a grant made by County Government.
11. **State Grants** – a grant made by State Government.
12. **Federal Grants** – a grant made by the Federal Government.
13. **Foundation Grants** – a grant made by a philanthropic foundation.
14. **Corporate Grants** – a grant made by a corporate foundation.

B. GRANT ROLES AND RESPONSIBILITIES

The roles and associated responsibilities of the various City of Mount Dora departments, divisions and offices (referred to hereafter collectively as “Departments” is hereby established. City Departments and their staff that occupy positions of responsibility with

City of Mount Dora



POLICY MANUAL

Section: **Grants Management**

Subject: **Grants Management & Administration**

respect to grant activity have specific roles and responsibilities that they shall perform and uphold both ethically and in the best interests of the City of Mount Dora.

City Council

The City Council shall approve or ratify all grant applications. Any and all grant agreements must be approved by Council.

Mayor

Unless otherwise authorized or indicated in a grant agreement or authorizing resolution, the Mayor or Designee shall sign grant agreements on behalf of the City which have been approved by City Council.

City Manager

The City Manager or designee has authority to approve and sign grant applications for City operating departments at the time of application submission which have been approved by City Council or have been included in the City's five year Capital Improvement Plan. In addition, the City Manager or designee shall be the final arbiter of which department will submit the application when internal competition for a grant application cannot otherwise be resolved or to obtain approval to submit multiple applications to a grantor.

City Attorney's Office

Prior to City Council consideration, the City Attorney's Office shall conduct a legal review of grant agreements or contracts.

Finance Department

The Finance Department shall be the grant coordinator, responsible for the oversight of grant related financial activity. The Finance Department shall conduct a review of all grant applications prior to City Manager approval and submission. In this role, Finance reviews financial reports, works with the City Attorney to identify and investigate issues that may arise with respect to the management of City grants, and provides general oversight of other grant related issues, including the proper budgeting and accounting for grants and other responsibilities indicated throughout this policy.

Finance is responsible for creating a grant fund and/or project number, which is used to recognize grant revenue and expenditures in the department or division's budget.

The Finance Department processes purchase orders according to the grant agreement, federal and state laws and regulations, and City Code and policy. All activities related to procurement, including funds received as a grant, must follow the City's Purchasing Policy.

City of Mount Dora



POLICY MANUAL

Section: **Grants Management**

Subject: **Grants Management & Administration**

Finance shall maintain the Schedule of Awards to assist in the management of grants awarded to the City, improve coordination, enhance oversight and provide a snapshot of the current Citywide grant landscape.

City Departments

The City department shall be the Grant Project Manager, applying for and utilizing the grant funds and responsible for all aspects of the grant process including planning for grant acquisition, preparation and submission of grant proposals, grant writing, preparing City Council Agenda items to accept grant awards, preparing budget revision requests to accept grant funds, developing grant implementation plans, managing grant programs and projects, preparing and submitting reports to grantors, and properly closing out grant projects as detailed in this policy and the grant agreement or award letter that delineates the terms and conditions of the grant. All activities related to procurement, including funds received as a grant, must follow the City's Purchasing Policy.

Designee

A person given the authorization to act on behalf of another by written instrument. For purposes of this Policy, only the Mayor or City Manager can provide designee authority.

C. CONFLICT OF INTEREST

No officer or employee of the City shall have any interest, financial or otherwise, direct or indirect, or have any arrangement concerning prospective employment that will, or may be reasonably expected to, bias the design, conduct, or reporting of a grant funded project on which he or she is working.

No officer or employee of the Dora shall:

1. Use his or her official position for private gain
2. Giving preferential treatment to any person or organization
3. Losing complete independence or impartiality
4. Making an official decision outside official channels
5. Adversely affect public confidence in the grant funded program in particular and the City in general

D. D-U-N-S NUMBER

The Finance Department has the **sole responsibility** of managing and obtaining Dun & Bradstreet D-U-N-S numbers for the City of Mount Dora from the federal government's Central Contractor Registry.

City of Mount Dora



POLICY MANUAL

Section: **Grants Management**

Subject: **Grants Management & Administration**

F. APPLICATION SUBMISSION

Each grant application submitted by or on behalf of the City must align with an established City priorities, must have matching funds available if required by grantor, and the means for continuation of the project or program after the grant period ends must have been given realistic consideration.

G. USE AND RECEIPT OF GRANT FUNDS

- 1) No grant funds shall be disbursed until a council agenda item and budget revision request have been approved by City Council, a project has been established in an appropriate fund and required documentation is complete.
- 2) Grant funds awarded to the City of Mount Dora shall not be used to supplant an existing expense so that current funds can be diverted to another use, unless such use of grant funds is explicitly identified as allowable in writing by the granting entity in the grant award.
- 3) All income resulting from a grant funded project or program shall adhere to grantor requirements.
- 4) All procurement activity associated with grant funded projects or programs shall follow the procedures outlined in the City Purchasing Policy.
- 5) All City departments that receive grant awards must develop an implementation plan which includes at a minimum:
 - (a) Project overview
 - (b) Project goals and objectives
 - (c) Identification of activities and dates
 - (d) Identification of roles and associated responsibilities
 - (e) Anticipated expenditure schedule
- 6) Accurate and timely reporting shall be submitted to a grantor as required by the Grant Agreement.



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 5, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

SUBJECT: Discussion on options and direction related to St. Johns Water Management District Grant

Introduction:

Review option for maintaining or expanding grant value

Discussion:

The City recently was notified that they are to receive FDEP SRF funding for this project, but it will have a segmented cap of \$12 million per year. It has been discussed with the State that the construction activity could be a two-year process, with a total loan funding amount of \$24 million earmarked for this project. This total includes the construction of the plant, a 10% contingency, and the consultant's technical services during construction.

Unfortunately, the project has taken significantly longer than originally anticipated, because of delays in the design, CMAR procurement, FDEP SRF funding, and other coordination delays related to Covid-19. The current delay is related to value engineering the design to reduce the overall cost of the project. The City cannot incur financial debt beyond their debt ratio, so it has tasked CPH and the CMAR to work more diligently on reducing cost, as much as feasibly possible, and still achieve the desired effluent quality, and plant capacity.

Hence, this has been an ongoing process and has slowed the schedule down accordingly. In addition, material and construction costs have gone through the roof, which has added an unforeseen challenge from conceptual design to final design, and the CMAR is developing a gross maximum price (GMP).

The current schedule shows the construction activity starting next year with a value engineering project..

Based on our communication, the District does not want to hold the cooperative funding amount

of \$1.5 million, beyond the 2-year window in the original agreement. The City understands that one option is the potential of voluntary termination of the contract. The City and CPH would alternatively, as the project is eligible, reapply for up to \$3 million for a revised grant application. This resubmitted grant, by January 2022, would be completed based on its advantageous environmental merits.

City Council should review the information presented and take action to maximize the potential SJRWMD grant process by voluntarily terminating the existing 1.5 million dollar grant and staff will reapply for a modified grant requesting funds up to \$3.million dollar in the January 2022 SJRWMD grant cycle. .

Budget Impact:

Applying for grants reduces the economic burden to the current rate payers and develop.

Strategic Impact:

Maintain and high quality utility service for the community.

Recommendation Approve the City Manger to voluntarily terminate the existing \$1.5 million SJRWMD grant for the rehab of the wastewater # 1 facility and authorize the City Manager to apply for a new grant up to a \$3.million dollar in the January 2022 SJRWMD grant cycle.

Attachment(s):

1. Attachment 1 Reso No. 2020-106, Acceptance of the St Johns River Water Management District (SJRWMD) Grant for WWTP #1 Rehab Project

Prepared by:	Ethan Hand	
Reviewed by:	Josef Grusauskas, Utilities & Plant Operations Director	Approved - 9/29/2021
	John McKinney, Finance Director	Approved - 9/30/2021
	Sherry Sutphen , City Attorney	Approved - 9/30/2021
	Nicole Wisniewski, Deputy City Clerk	Approved - 10/1/2021
	Jessica Burnham, City Clerk	Approved - 10/1/2021
	Charles Revell, Interim City Manager	Final Approval - 10/1/2021

ATTACHMENT #1

RESOLUTION NO. 2020-106

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT COOPERATIVE COST SHARING INITIATIVE PROGRAM GRANT, CONTRACT NUMBER 35731; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora owns and operates wastewater utility for the health, safety, welfare and overall benefit of residential and business properties in the City of Mount Dora; and

WHEREAS, Wastewater Treatment Plant #1 (WWTP#1) is part of the City's wastewater utility system and the City has determined that it is necessary to upgrade WWRP#1 in order to reduce environmental impacts; and

WHEREAS, in January of 2020, the City applied to St. Johns River Water Management District (SJRWMD) for a Cooperative Cost Sharing Initiative Program grant to assist with the WWTP#1 rehabilitation/upgrade project; and

WHEREAS, the City of Mount Dora has been awarded a grant by SJRWMD through Contract Number 35731 to receive funding to assist with the necessary upgrades to WWTP#1.

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

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

SECTION 2. Approval of Agreement and Authorization to Execute.

A. The SJRWMD Cooperative Cost Sharing Initiative Program Grant Agreement, Contract Number 35731, (Agreement), attached hereto as **Exhibit "A"**, is hereby approved and the Mayor or designee thereof is authorized to execute the same on behalf of the City.

B. To the extent amendments to the Agreement are necessary, as long as such amendments do not materially alter the Agreement and the same have been approved by the City Attorney, the Mayor is hereby authorized to execute such amendments to the Agreement on behalf of the City.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to SJRWMD Cooperative Cost Sharing Initiative Program Grant, Contract Number 35731, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this 4 day of August, 2020.



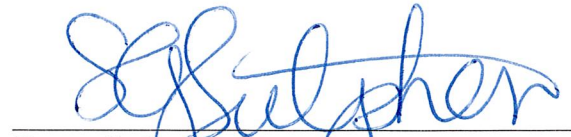
CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

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

ATTEST:



GWEN KEOUGH-JOHNS, MMC
CITY CLERK



Sherry G. Sutphen
City Attorney

EXHIBIT "A"
SJRWMD Cooperative Cost
Sharing Initiative Program Grant,
Contract Number 35731

**COST-SHARE AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND CITY OF MOUNT DORA**

THIS AGREEMENT ("Agreement") is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF MOUNT DORA ("Recipient"), 510 North Baker Street, Mount Dora, Florida 32757-0176. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District 2020-2021 cost-share funding program is designed to fund the construction of local stormwater management and alternative water supply projects as well as conservation implementation projects. Its goals are to contribute to: (1) reduction in water demand through indoor and outdoor conservation measures; (2) development of alternative or non-traditional water supply sources; such as reclaimed water, surface water, or seawater; (3) water quality improvements (for example, nutrient-loading reduction in springsheds or other surface-water systems); and (4) water resource development opportunities (for instance, increasing available source water through expansion or development of surface-water storage). The current cost-share funding program also recognizes the importance of providing funding opportunities for construction of flood protection and natural-systems restoration projects, which are important components of the District's core mission focus.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the District's missions and initiatives.

At its April 14, 2020 meeting, the Governing Board selected Recipient's proposal for cost-share funding. The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter the "Project"):

Mount Dora Wastewater Treatment Facility #1 Improvements Project

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A — Statement of Work; and (3) all other attachments, if any. The parties hereby agree to the following terms and conditions.

1. TERM; WITHDRAWAL OF OFFER

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until December 31, 2022 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before October 1, 2022. Timely requests to extend, for longer than six months, the Completion Date of the Agreement for projects whose District contribution exceeds \$100,000 may only be approved by the District's Governing Board. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).
- (b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates September 30, 2020; provided, however, that Recipient may submit a written request for extension of this time limit to the District's Project Manager, stating the reason(s) therefor. Request for extension of time after September 30 will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
- (c) If the construction project, or the conservation project, which is eligible for District reimbursement, does not begin before June 30, 2021, the cost-share agreement will be subject to termination and the funds subject to reallocation.

- 2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.

- 3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. AMOUNT OF FUNDING.

- (a) For satisfactory completion of the Project, the District shall pay Recipient 23% of the total estimated construction cost of the Project, but in no event shall the District cost-share exceed \$1,500,000. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.
- (b) "Construction cost" is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, permitting, and solicitation costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient's cost-share.
- (c) Cooperative funding shall not be provided for expenses incurred after the Completion Date.

5. PAYMENT OF INVOICES

- (a) Recipient shall submit itemized invoices quarterly as per the Statement of Work, Attachment A for reimbursable expenses by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for 100% of approved cost or the not-to-exceed sum of \$1,500,000, whichever is less. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- (d) All invoices shall include the following information: (1) District contract number; (2) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form); (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work); (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within 20 business days of receipt, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
- (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to

maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

- (g) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).
- 6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in §768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations. If Florida Department of Environmental Protection ("FDEP") funds will be used to fund all or a portion of the Agreement, additional FDEP insurance requirements applicable to the Recipient are included in the insurance attachment to the Agreement.
- 7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.
- 8. **PROJECT MANAGEMENT**
 - (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

DISTRICT

Melisa Diolosa, Project Manager
St. Johns River Water Management District
525 Community College Parkway, S.E.
Palm Bay, Florida 32909-2213
Phone: 321-676-6622
Email: mdiolosa@sjrwmd.com

RECIPIENT

Josef Grusauskas, Project Manager
City of Mount Dora
510 N. Baker Street
Mount Dora, Florida 32757
Phone: 352-735-7151 Ext. 1807
Email: grusauskas@ci.mount-dora.fl.us

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor adjustments to the Project that are consistent with the purpose of the Project. Both parties must sign the DSI. A DSI may not be used to change the District cost-share or percentage, quantity, quality or the Completion Date of the Project, or to change or modify the Agreement.

9. PROGRESS REPORTS AND PERFORMANCE MONITORING.

- (a) **Progress Reports.** Recipient shall provide to the District quarterly Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Recipient shall use the District's Project Progress Report form, Attachment B. Recipient shall submit the Project Progress Reports to the District's Project Manager and District's Budget Analyst within 15 days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).
- (b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

- 10. **WAIVER.** The delay or failure by the District to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the District's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

11. FAILURE TO COMPLETE PROJECT

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.
- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs 11(a) and 11(b) shall survive the termination or expiration of this Agreement.

12. **TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have 30 days following receipt of the notice to cure the breach. If Recipient fails to cure the breach within the 30-day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within 30 days of such termination. The District may also terminate this Agreement upon ten days' written notice in the event of any material misrepresentations in the Project Proposal.

Delay or failure by the District to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the District's rights or remedies for any subsequent breach or continued breach of this Agreement.

ADDITIONAL PROVISIONS (Alphabetical)

13. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.
14. **AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS**
- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.
 - (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein, including but not limited to construction materials not used in the Project; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than 100% contributions through cumulative public agency cost-share funding.
15. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
16. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Recipient and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

17. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
18. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.
19. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
20. **INDEPENDENT CONTRACTORS.** The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.
21. **CONFLICTING INTEREST IN RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in §112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
22. **NON-LOBBYING.** Pursuant to §216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
23. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
24. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any

public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

25. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
26. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF MOUNT DORA

By: Wendy L. Cox
Ann B. Shortelle, Ph.D., Executive Director, or designee

By: Catherine T. Hoechst
Catherine T. Hoechst
Typed Name and Title

Date: 10/23/20

Date: September 23, 2020

Attest: Gwen Keough-Johns
Gwen Keough-Johns
Typed Name and Title City Clerk

Attachments:
Attachment A — Statement of Work
Attachment B — Project Progress Report Form
Attachment C — District Supplemental Instructions Form

**ATTACHMENT A - STATEMENT OF WORK
MOUNT DORA WASTEWATER TREATMENT FACILITY #1
IMPROVEMENTS PROJECT**

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2020-2021 to develop and implement resource and water supply development projects and promote conservation. On April 14, 2020, the District's Governing Board approved funding for Cooperative Cost Share projects. Each project selected for funding will have a positive benefit to one or more of the District's core missions; including water supply, water quality, natural systems or flood mitigation.

The City of Mount Dora (Recipient) requested funding for their Wastewater Treatment Facility (WWTF) #1 Improvements project (Project) for the not-to-exceed amount of \$1,500,000, towards the estimated construction cost of \$9,128,438. This request was approved by the Governing Board. After approval by the Governing Board, Recipient notified the District that the revised estimated construction cost will be \$6,429,938. The District's contribution of \$1,500,000 will not change; however, the percent of contribution will now be 23%. The Recipient is located in Lake County.

II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable the Recipient to provide a water quality benefit to Wekiva and the Upper Ocklawaha River Basins. The estimated nutrient load reduction is 8,280 lbs./yr. Total Nitrogen (TN) and 2,070 lbs./year. Total Phosphorus (TP).

III. SCOPE OF WORK

The Project is located in Mount Dora. The Project includes rehabilitation and improvements to the existing WWTF, including upgrading to a 4-Stage Biological Nutrient Removal process; which will upgrade the facility to Advanced Wastewater Treatment (AWT) effluent standards.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

The Recipient shall provide the following to the District's Project Manager:

- Timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total work cost and is seeking reimbursement up to the match amount) to enable proper review by

the District's Project Manager prior to payment authorization. Deliverables to be submitted with invoices include (as applicable):

- Interim progress status summaries including inspections, meeting minutes and field notes and dated color photographs of the construction completed to include on-going work that represents the time-period being invoiced;
- Final invoice submittals for completed construction including inspections and dated color photographs of the construction site prior to, during and immediately following completion of the construction task;
- Construction plans, specifications, and contract documents for the site work must be made available upon request;
- Written verification that the record drawings and any required final inspection reports for the project are received;
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, an updated spend-down plan, key issues to be resolved, project construction photos including preconstruction, construction and postconstruction with dates. Quarterly reports shall also be emailed to the District's Budget Analyst at hnbarber@sjrwmd.com.
- Certification of construction completion by a Professional Engineer registered in the state of Florida.

The Recipient shall ensure the task in the Task Identification section below is completed.

V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost share agreement is December 31, 2022. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Construction	March 2021	September 2022

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient 23% of the total construction cost of the Project, but in no event shall the District's cost-share exceed \$1,500,000. It is anticipated that the FY breakdown will be \$750,000 for FY20-21 and \$750,000 for FY21-22.

In the event the Recipient incurs any Project expenses prior to the Effective Date of the Agreement, the District will not reimburse the Recipient for those expenses. If the Effective Date of the Agreement is before October 1, 2020, the District will not reimburse the Recipient for expenses incurred prior to October 1, 2020.

Recipient shall invoice the District quarterly with appropriate documentation. The District's Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information.

Recipient shall submit quarterly progress reports to the District's Project Manager and the District's Budget Analyst within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District's Budget Analyst is hbarber@sjrwmd.com. The Recipient shall submit a final project report within 15 days of Final Completion and acceptance by City of Mount Dora detailing the Project's accomplishments and any issues resolved during the course of the work.

Estimated Cost Schedule for Reimbursement per fiscal year (all dollar amounts are approximate and may be reallocated between the construction task for the two FYs).

FY 20-21 (10/1/2020 – 9/30/2021)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Construction	\$3,214,969	\$750,000

FY21-22 (10/1/2021 – 9/30/2022)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Construction	\$3,214,969	\$750,000

**ATTACHMENT B
PROJECT PROGRESS REPORT**

St. Johns River Water Management District
Project Progress Report

Date: _____

Report Number: _____

Contract/Project Identification

Project Name:	Mount Dora Wastewater Treatment Facility #1 Improvements Project				
Recipient:	City of Mount Dora				
SJRWMD Contract Number:	35731	SJRWMD Project Manager:	Melisa Diolosa		
		Recipient's Project Manager:	Josef Grusauskas		

Construction Schedule

Construction Start Date:	
Construction Completion Date:	
Contract Expiration Date:	

Reporting Period

Beginning Date:	
Ending Date:	

Cost-Share Budget

Total Cost-Share Budget:		Cost-Share Amount Expended This Period:	
Cost-Share Amount Expended To-date:		Percent Cost-Share Budget Expended:	

Spend-Down Plan

Fiscal Year 1

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Fiscal Year 2

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Project Readiness and Schedule Tracking

Project Phase	% Complete Shown in Application	% Complete Currently	Start Date Shown in Application	Completion Date Shown in Application	Current Start Date	Current Completion Date	Notes: Explain anticipated deviations from schedule
Planning							
Design							
Permitting							
Bidding & Award							

SOW Construction Tasks/Milestones/Deliverables

Task Number	Tasks/Milestones/Deliverables	Total Construction % Complete	Start Date Shown in SOW	Completion Date Shown in SOW	Current Start Date	Current Completion Date
1						

Project update including problems, issues and solutions. Explain in detail.

Include digital photographs of work accomplished during reporting period. Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

ATTACHMENT C — DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: Robin Hayes, Project Manager
City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757

FROM: Melisa Diolosa, Project Manager

CONTRACT NUMBER: 35731

CONTRACT TITLE: Mount Dora Wastewater Treatment Facility #1 Improvements Project

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District's Project Manager.

1. RECIPIENT'S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: .

Recipient's approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Recipient agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
Melisa Diolosa, District Project Manager

Acknowledged: _____ Date: _____
Carol Taylor Miller, District Senior Procurement Specialist

c: Contract file
Financial Services



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 5, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

SUBJECT: Approval of Resolution No. 2021-100, Preliminary Plat for Lakes of Mount Dora, Phase 4C

Introduction:

This is a request for City Council to approve Resolution No. 2021-100.

Call Up Item

Mayor Asks Attorney to Read Resolution

City Manager Background

Applicant Comments

Public Hearing

Discussion

Council Action

Discussion:

Further project descriptions and design elements are contained in Attachment #1 (Preliminary Plat Summary Report). The applicant is requesting Preliminary Plat approval for Phase 4C of the Lakes of Mount Dora subdivision for 76 lots. Phase 4C is located on Hamden Way. The maximum number of lots allowed by PUD is 1,032. This is the final phase of the Lakes of Mount Dora master plan community. Once completed, this development will total 1,031 lots.

The sequence of events leading to the presentation to City Council are as follows:

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on September 15, 2021, recommended approval (vote 6-0. One member absent) of the Lakes of Mount Dora, Phase 4C Preliminary Plat.

The Development Review Committee (DRC) on August 25, 2021, recommended approval with conditions of the Preliminary Plat request for Phase 4C.

Budget Impact:

There are no budgetary impacts to the City relative to the processing of the Preliminary Plat action.

Strategic Impact:

Development plans which address density and/or intensity changes are consistent with Growth Management and Economic Development Goals to foster development and growth opportunities. GOAL 1: Economic Development.

Recommendation City Council approve Resolution No. 2021-100.

Attachment(s):

1. Attachment 1 Preliminary Plat Summary Report (ADA)
2. Resolution2021-100 LOMD Ph4C Prelim Plat.SGS
3. Exhibit A LOMD Prel Plat Phase 4C

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Charles Revell, Interim City Manager

Approved - 9/28/2021

Approved - 9/28/2021

Approved - 9/29/2021

Final Approval - 9/30/2021



**CITY OF
MOUNT
DORA**

Planning and Development

510 N. Baker St.

Mount Dora, FL 32757

352-735-7113

Fax: 352-735-7191

E-mail: plandev@cityofmoundora.com

**PRELIMINARY PLAT SUMMARY REPORT
LAKES OF MOUNT DORA PHASE 4C**

Report Date:

October 5, 2021

Reference/Support:

Section 4.2.3 of the City's *Land Development Code*

1st Amendment PUD Ordinance No. 2012-06

2nd Amendment PUD Ordinance No. 2018-02

Background:

SITE SUMMARY:

Owner/Applicant:	Medallion Home at Mount Dora, LLC – Carlos Beruff, President
Engineer:	Riddle Newman Engineering, Inc. – Keith E. Riddle, PE
Existing Use:	Vacant Land
Proposed Use:	Single-Family Residential (76 lots)
Future Land Use:	Low Density Residential (2.5 DU/AC or Less)
Zoning:	PUD
Overlay Zones:	None
Site Area:	Total PUD: 558.70 acres
	Phase 4C: 27.16 acres

Analysis:

The applicant is requesting Preliminary Plat approval for Phase 4C of the Lakes of Mount Dora subdivision. The proposed subdivision is located south of SR 44 of the Lakes of Mount Dora. Phase 4C is located on Hamden Way. The maximum number of lots allowed by the PUD is 1,032. This is the final phase of the Lakes of Mount Dora subdivision and once completed will total 1,031 lot. Following is the lot breakdown summary by phase:

PHASE LOT BREAKDOWN TABLE

Phase 1	215 lots
Phase 2	283 lots
Phase 3A	32 lots
Phase 3B	34 lots
Phase 4A	57 lots
Phase 4B	64 lots
Phase 3C	14 lots
Phase 5A	26 lots
Phase 3D	101 lots
Phase 5C	63 lots
Phase 5B	66 lots
Phase 4C	76 lots
TOTAL	1031 lots

Lakes of Mount Dora, Phase 4C Preliminary Plat Summary Report

Page 2

Minimum living area shall be 1,200 sf (consistent with the original R-1 zoning). Each lot is required a minimum three canopy type trees (one must be planted as a lot frontage). Prior to issuance of the individual lot Certificate of Occupancy the builder is required to provide the City's Planning and Zoning Department certification of meeting the minimum landscaping requirements and standards of the PUD Master Plan and the City's Land Development Code. As required by the PUD, the lot size varies throughout the Lake of Mount Dora.

The minimum lot size breakdown and building setbacks are as follows:

Lot Sizes	Building Setbacks
48' x 120' (5760 square feet)	Front: 15 feet
60' x 120' (7200 square feet)	Side: 5 feet
80' x 120' (9600 square feet)	Rear: 15 feet

The typical plan review steps are as follows: The Preliminary Plat Planning and Zoning Commission (PZC) recommendations are forwarded to the City Council for consideration. Once the Preliminary Plat has been approved, this authorizes the applicant to file the Final Construction Plan and Plat. These final plans and plat are reviewed by the Development Review Committee (DRC) for consistency with the, Planned Units Development (PUD) Master Plan (Development Plan), Preliminary Plat, the City's Land Development Code, and the platting requirements pursuant to Florida Statutes. Once DRC accepts the Final Plan/Plat this allows the applicant to begin the site infrastructure work through the issuance of a Site Development (Improvement) Permit and other agency permits.

Notifications:

JPA Notice to Lake County: August 6, 2021

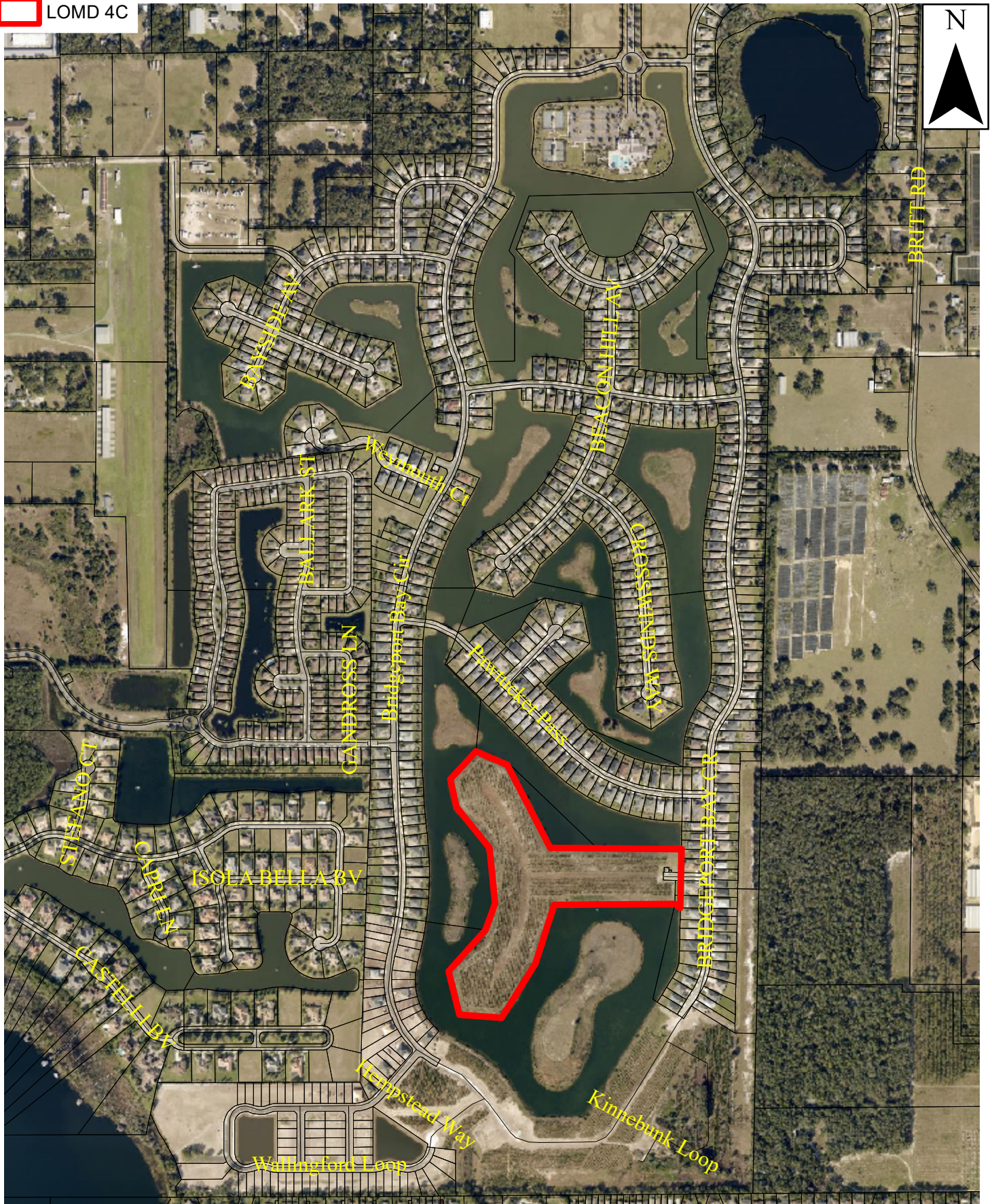
ATTACHMENT #1

Lake of Mount Dora 4C

Vicinity Map

Legend

 LOMD 4C



0 550 1,100 2,200 Feet



CITY OF
MOUNT
DORA

PR21-08PREL

RECEIVED

By RagusaE at 8:28 am, Aug 06, 2021

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
Fax: 352-735-7191

E-mail: plandev@cityofmounddora.com

PRELIMINARY PLAT APPLICATION

Date: 8/4/2021 Project Name: Lakes of Mount Dora - Phase 4C

1. Applicant's Name: Carlos Beruff
 Company's Name: Medallion Home at Mount Dora, LLC
 Address: 1651 Whitfield Avenue
 City, State & Zip: Sarasota, FL 34243
 Phone: (941) 359-9000 E-mail: carlosb@medallionhome.com
2. Property Owner's Name(s): Carlos Beruff
 Company's Name: Medallion Home at Mount Dora, LLC
 Address: 1651 Whitfield Avenue
 City, State & Zip: Sarasota, FL 34243
 Phone: (941) 359-9000 E-mail: carlosb@medallionhome.com
3. Engineer's Name: Keith E. Riddle, P.E.
 Company's Name: Riddle - Newman Engineering, Inc.
 Address: 115 North Canal Street
 City, State & Zip: Leesburg, FL 34748
 Phone: (352) 787-7482 E-mail: keith@riddlenewman.com
4. Surveyor's Name: Visham Singh
 Company's Name: V&S Surveying, Inc.
 Address: 2412 Orsota Circle
 City, State & Zip: Ocoee, FL 34761
 Phone: (407) 342-1510 E-mail: vssurveying@aol.com

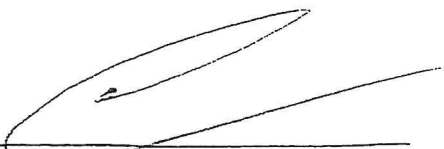
5. Size of Property (Acres): 27.16 acres
6. Total Units/Lots: 76 Lots
7. Zoning District: PUD
8. Future Land Use: Single-family Residential
9. Wetland Areas (Acres): Existing: 0 Removed: 0
Remaining: 0
10. Density (Developable Area): See Response Below
(See LDC Definition for "Density" for developable area).

11. If this project is associated with a PUD, provide a summary report outlining each PUD condition with explanation as to how each PUD condition has been addressed with this submitted.

CERTIFICATION AND SIGNATURE

I CERTIFY THAT, to the best of my knowledge and belief, all information supplied with this application is accurate and I have examined and am familiar with the Land Development Code of the City of Mount Dora and have complied with the requirements of said regulations. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

I further understand there are additional costs incurred by the City engineer, City attorney, or outside consultants and will provide payment(s) upon request by the City.


Owner/Applicant Signature

7/13/21
Date

Lakes of Mount Dora – Phase 4C
Summary of PUD Conditions
(to accompany Phase 4C Preliminary Plat application)

The following conditions are set forth in the PUD Ordinance #857 dated August 3, 2004 and amended by Ordinance No. 2012-06 dated April 3, 2012.

1. Phase 4C consists of 76 lots and will create a total of 1031 lots upon completion of the platting of Phase 4C.
2. Roads shall be private – Roads will be private in Phase 4C. Maximum cul-de-sac length = 1600 linear feet – Phase 4C is proposing two cul-de-sacs with a maximum length of 645 linear feet. Sidewalks will be provided along roadway.
3. Lot Size – Min 48' x 120' – all lots within Phase 4C are greater than the minimum.
4. Minimum Setbacks: Front = 15', Rear = 15', Side = 5'; Phase 4C complies.
5. Max Lot coverage of 70%: Phase 4C complies.
6. Extension for Final PUD Approval: Not Applicable to Phase 4C.
7. Temporary Sales Office: Not applicable to Phase 4C.
8. Recreation & Park Uses: Not applicable to Phase 4C.
9. Commercial Acreage: Not applicable to Phase 4C.
10. Allowed Amenities and allowable acreages: Phase 4C complies.
11. Well Site: This condition was removed as a part of the settle agreement with the City of Mount Dora.
12. Emergency Access: Not applicable to Phase 4C.
13. Fire Station: This condition was removed as a part of the settle agreement with the City of Mount Dora.
14. Tree Planting: Finished lots will comply.
15. State Road 44 Trail: Not applicable to Phase 4C.
16. Open Space: Phase 4C complies.
17. Recharge: Not applicable to Phase 4C.
18. Signs: Not applicable to Phase 4C.
19. Irrigation: Not applicable to Phase 4C.
20. Landscaping: Phase 4C lots will comply with landscape requirements.
21. Stormwater: Stormwater permits exist for the overall project. Permit modifications are handled during the construction plan phase if applicable. The lots within Phase 4C are accounted for in the existing permit.
22. Traffic Impact Analysis: Not applicable to Phase 4C.
23. Energy Efficiency: Phase 4C lots will comply with Energy Star Standards.
24. Exterior Lighting: Not applicable to Phase 4C.

PROPERTY RECORD CARD

General Information

Owner Name:	MEDALLION HOME AT MT DORA LLC	Alternate Key:	3906864
Mailing Address:	1651 WHITFIELD AVE SARASOTA, FL 34243 Update Mailing Address	Parcel Number: 	16-19-27-0002-000-03000
		Millage Group and City:	00MD (MOUNT DORA)
		Total Certified Millage Rate:	20.0945
		Trash/Recycling/Water/Info:	My Public Services Map 
Property Location:	MOUNT DORA FL 32757 Update Property Location 	Property Name:	-- Submit Property Name 
		School Information:	School Locator & Bus Stop Map  School Boundary Maps 
Property Description:	S 1/2 OF NW 1/4 OF SEC 16-19-27--LESS LAKES OF MOUNT DORA PH 2 PB 60 PG 1-7 & LESS LAKES OF MOUNT DORA PH 3A PB 64 PG 58-59 & LESS LAKES OF MOUNT DORA PH 3B PB 65 PG 32-33 & LESS LAKES OF MOUNT DORA PH 4A PB 66 PG 17-20--SW 1/4 OF SEC 16-19-27--LESS LAKES OF MOUNT DORA PH 3B PB 65 PG 32-33 & LESS LAKES OF MOUNT DORA PH 4A PB 66 PG 17-20 & LESS LAKES OF MOUNT DORA PH 4B PB 68 PG 15-18 & LESS LAKES OF MOUNT DORA PHASE 5A-- ORB 4029 PG 526		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	TIMBER S I 70 (5400)	0	0		65.06	AC	\$22,771.00	\$1,171,080.00

2	NON AGRICULTURAL ACREAGE (9900)	0	0	10.43 AC	\$20,860.00	\$20,860.00
3	NON AGRICULTURAL ACREAGE (9900)	0	0	ISLANDS 8.84 AC	\$8,840.00	\$8,840.00
4	WETLAND (9600)	0	0	21.71 AC	\$977.00	\$977.00

[Click here for Zoning Info](#)
[FEMA Flood Map](#)

Miscellaneous Improvements

There is no improvement information to display.

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

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Property data last updated on February 18, 2019.
Site Notice

V & S SURVEYING, INC.

2412 Orsota Circle, Ocoee, Florida 34761. Tel: 407-342-1510 Fax: 407-656-8365 Email: vssurveying@aol.com

BOUNDARY & TOPOGRAPHIC SURVEY

FOR ENGINEERING PURPOSE
LAKES OF MOUNT DORA PHASE 4C

LEGAL DESCRIPTION

THAT PORTION OF SECTION 16 OF TOWNSHIP 19 SOUTH, RANGE 27 EAST, IN LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 16, TOWNSHIP 19 SOUTH, RANGE 27 EAST, THENCE NORTH 01°04'05" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16 AND ALSO THE EAST LINE OF THE PLAT OF LAKES OF MOUNT DORA PHASE 5A, AS RECORDED IN PLAT BOOK 70, AT PAGES 14 AND 15, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, FOR A DISTANCE OF 1943.93 FEET; SAID POINT BEING THE NORTHEAST CORNER OF LAKES OF MOUNT DORA PHASE 5A, AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA IN PLAT BOOK 70, AT PAGES 14 AND 15; SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE PLAT OF LAKES OF MOUNT DORA PHASE 4A, AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA IN PLAT BOOK 66 AT PAGES 17 THROUGH 20;
(THE FOLLOWING 4 COURSES ARE ALONG THE NORTHERLY BOUNDARY OF LAKES OF MOUNT DORA PHASE 5A, AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, IN PLAT BOOK 70, PAGES 14 AND 15, ALSO BEING THE SOUTH BOUNDARY OF LAKES OF MOUNT DORA PHASE 4A, AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA IN PLAT BOOK 66 AT PAGES 17 THROUGH 20); THENCE RUN NORTH 88°55'55" WEST FOR A DISTANCE OF 350.00 FEET; THENCE RUN NORTH 01°04'05" EAST FOR A DISTANCE OF 22.53 FEET TO THE POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 88°55'55" WEST FOR A DISTANCE OF 158.65 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE PLAT OF LAKES OF MOUNT DORA PHASE 5A, AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA IN PLAT BOOK 70, AT PAGES 14 AND 15 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING THE AFOREMENTIONED NORTH BOUNDARY OF SAID PHASE 5A AND THE AFOREMENTIONED SOUTH BOUNDARY OF SAID PHASE LAKES OF MOUNT DORA PHASE 4A RUN SOUTH 01°04'05" WEST ALONG THE WEST BOUNDARY LINE OF LAKES OF MOUNT DORA PHASE 5A, AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA IN PLAT BOOK 70 AT PAGES 14 AND 15, FOR A DISTANCE OF 150.00 FEET; THENCE DEPARTING THE AFOREMENTIONED WEST BOUNDARY LINE OF PHASE 5A RUN NORTH 88°55'55" WEST FOR A DISTANCE OF 452.79 FEET; THENCE RUN SOUTH 42°04'57" WEST FOR A DISTANCE OF 989.14 FEET; THENCE RUN NORTH 83°39'37" WEST FOR A DISTANCE OF 266.10 FEET; THENCE RUN NORTH 19°58'52" WEST FOR A DISTANCE OF 620.39 FEET TO A POINT BEING THE NORTHEAST CORNER OF THE PLAT OF LAKES OF MOUNT DORA PHASE 3D AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY FLORIDA IN PLAT BOOK 72, PAGES 24-28, SAID ALSO BEING THE SOUTHEAST CORNER OF LOT 548 OF THE LAKES OF MOUNT DORA PHASE 3B AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA IN PLAT BOOK 65 AT PAGES 32 AND 33; (THE FOLLOWING 7 COURSES ARE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF LAKES OF MOUNT DORA PHASE 3B AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY FLORIDA IN PLAT BOOK 65, PAGES 32 AND 33); THENCE DEPARTING THE AFOREMENTIONED NORTHEAST CORNER OF THE LAKES OF MOUNT DORA PHASE 3D AND AFOREMENTIONED SOUTHEAST CORNER OF LOT 548 OF THE LAKES OF MOUNT DORA PHASE 3B SOUTH 81°47'35" EAST ALONG THE SOUTHERLY BOUNDARY OF LAKES OF MOUNT DORA PHASE 3B AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA IN PLAT BOOK 65 AT PAGES 32 AND 33, FOR A DISTANCE OF 384.67; THENCE RUN ALONG THE AFOREMENTIONED EASTERLY BOUNDARY OF THE LAKES OF MOUNT DORA PHASE 3B, NORTH 20°05'05" EAST FOR A DISTANCE OF 180.51 FEET; THENCE RUN NORTH 06°08'30" WEST FOR A DISTANCE OF 357.89 FEET; THENCE RUN NORTH 36°32'54" WEST FOR A DISTANCE OF 257.19 FEET; THENCE RUN NORTH 46°59'43" WEST FOR A DISTANCE OF 78.54 FEET; THENCE RUN NORTH 12°01'11" WEST FOR A DISTANCE OF 183.86 FEET; THENCE RUN NORTH 43°05'23" EAST FOR A DISTANCE OF 241.01 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF LAKES OF MOUNT DORA PHASE 4B AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA IN PLAT BOOK 68 IN PAGES 15-18; (THE FOLLOWING 3 COURSES ARE ALONG THE SOUTHERLY BOUNDARY OF THE LAKES OF MOUNT DORA PHASE 4B AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AT PLAT BOOK 68 IN PAGES 15-18); THENCE RUN SOUTH 66°52'03" EAST FOR A DISTANCE OF 252.29 FEET; THENCE RUN SOUTH 46°09'37" EAST FOR A DISTANCE OF 743.03 FEET; THENCE RUN SOUTH 88°55'55" EAST FOR A DISTANCE OF 544.23 FEET TO A POINT ON THE WESTERLY BOUNDARY OF LAKES OF MOUNT DORA PHASE 4A AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA IN PLAT BOOK 66 IN PAGES 17-20; (THE FOLLOWING 10 COURSES ARE ALONG THE BOUNDARY OF LAKES OF MOUNT DORA PHASE 4A, AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, IN PLAT BOOK 66, AT PAGES 17-20); THENCE RUN SOUTH 01°04'05" WEST FOR A DISTANCE OF 150.00 FEET; THENCE RUN NORTH 88°55'55" WEST FOR A DISTANCE OF 61.44 FEET; THENCE RUN NORTH 01°04'05" EAST FOR A DISTANCE OF 15.00 FEET; THENCE RUN NORTH 88°55'55" WEST FOR A DISTANCE OF 15.00 FEET; THENCE RUN NORTH 01°04'05" EAST FOR A DISTANCE OF 15.00 FEET; THENCE RUN NORTH 88°55'55" WEST FOR A DISTANCE OF 30.00 FEET; THENCE RUN SOUTH 01°04'05" WEST FOR A DISTANCE OF 30.00 FEET; THENCE RUN NORTH 88°55'55" WEST FOR A DISTANCE OF 5.45 FEET; THENCE RUN SOUTH 01°04'05" WEST FOR A DISTANCE OF 50.00 FEET; THENCE RUN SOUTH 88°55'55" EAST FOR A DISTANCE OF 78.24 FEET TO THE POINT OF BEGINNING.
SAID PARCEL OF LAND CONTAINING 27.16 ACRES MORE OR LESS.

LEGEND

A/C	Air Condition	E.O.P	Edge of Pavement	O.R	Official Record	S.T	Septic Tank
A	Arc Length	E.O.W	Edge of Water	O.R.B	Official Record Book	S.I.R	Set Iron Rod #7772
B.M	Bench Mark	EL	Elevation	O.H.L	Overhead Lines	S/W	Sidewalk
B.S	Building Setback	F	Field	Pg	Page	SW E	Sidewalk Easement
CATV	Cable TV Riser	F.F	Finish Floor	P.C.P	Permanant Control Point	X 98.50	Spot Elevation
C	Calculated	FH	Fire Hydrant	P.R.M	Permanent Reference Marker	TEL	Telephone Riser
C/L	Centerline	F.D	Found	P	Plat	T.B.M	Temporary Bench Mark
CLF	Chain Link Fence	⊙	Found Iron Rod or Iron Pipe	P.O.B	Point of Beginning	T.O.B	Top of Bank
C.B	Chord Bearing	⊗	Found Nail and Disk	P.O.C	Point of Commencement	TRANS	Transformer
C.LEN	Chord Length	IP	Iron Pipe	P.C	Point of Curvature	TYP	Typical
C/O	Cleanout	IR	Iron Rod	P.I	Point of Intersection	U.E	Utility Easement
CONC	Concrete	L/P	Light Pole	P.R.C	Point of Reverse Curve	W/M	Water Meter
C.B.S	Concrete Block Structure	L.A.E	Limited Access Easement	P.T	Point of Tangency	WF	Wood Fence
C.M	Concrete Monument	MH	Manhole	P.O.L	Point on Line		
C&G	Curb and Gutter	M	Measured	PP	Power Pole		
Δ	Delta	MP	Meter Pole	PROP	Proposed		
D.E	Drainage Easement	N+D	Nail and Disc	RAD	Radial		
D.F	Drainfield	N.R	Non Radial	R	Radius		
D/W	Driveway	NHWE	Normal High Water Elevation	R.P	Radius Point		
E.O.P	Edge of Pavement	N.T.S	Not to Scale	R/W	Right of Way		

Surveyor's Notes

1.This survey is based on the legal description as provided by the Client.

2.This Surveyor has not abstracted the land shown hereon for easements rights of way or restrictions of records which may affect the title or use of the land.

3.No underground improvements or installations have been located unless noted. Only visible utilities located.

4.Elevations if shown hereon are based on NAVD 1988 unless otherwise stated.

5.Dimensions shown for the location of improvements hereon should not be used to reconstruct boundary lines.

6.Dimensions and bearings shown are plat and measured only unless otherwise noted.

7.Attention is directed to the fact that this plan may have altered in size by reproduction.This must be considered when obtaining scaled data.

8.Features shown by symbols as indicated in legend may not be to scale.

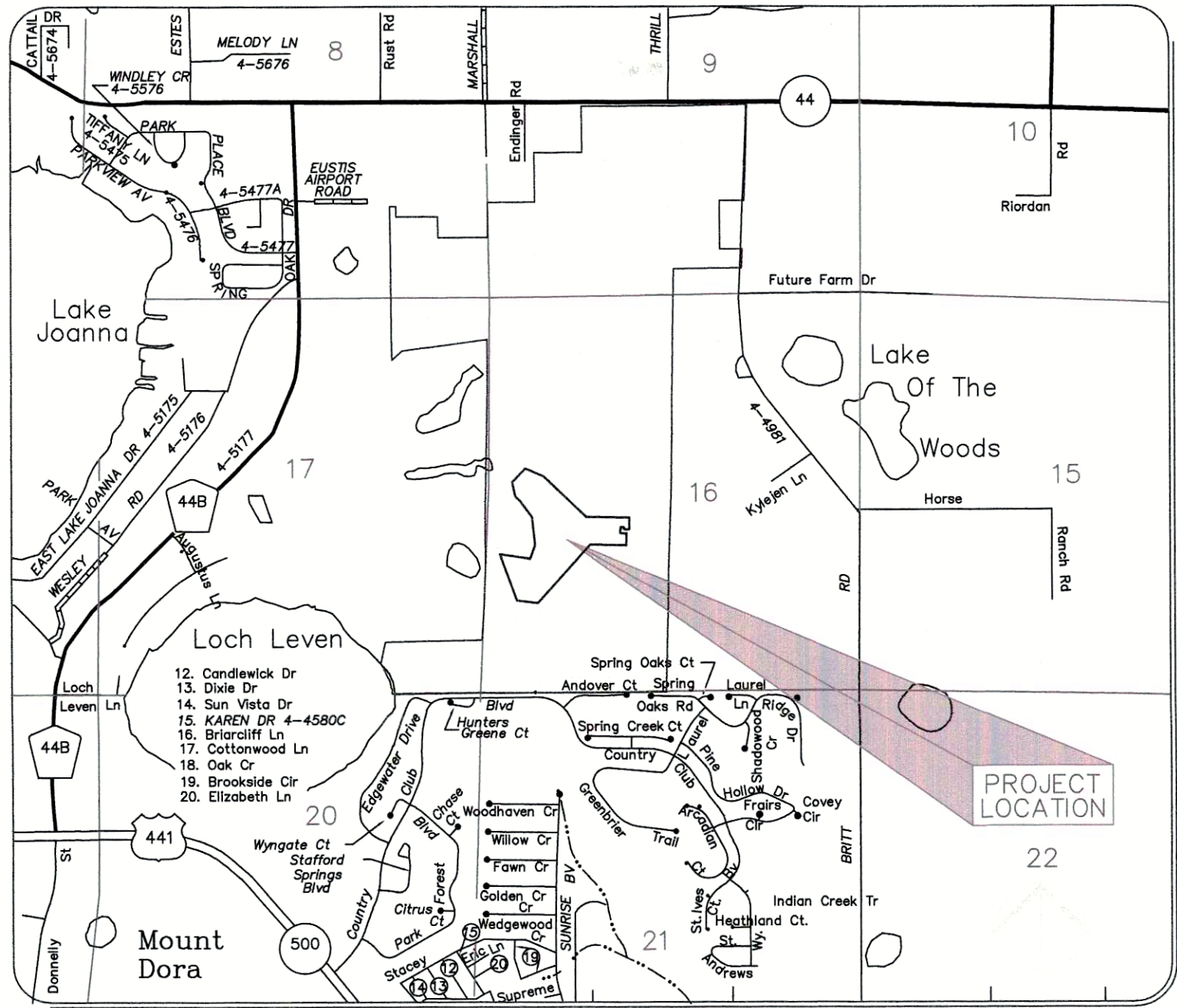
9.Wall ties are to face of wall.

10.Only visible utilities and encroachment located.

11. This survey is valid for 90 days from the completed date or revised date shown.

12.Septic Tanks and drainfield location are approximate and should be verified by the appropriate utility company.

13.The accuracy of this survey is according to the Standards of Practice by the Board of Professional Land Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472-027, Florida Statutes.



SECTIONS 8, 9, 16 & 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST
LOCATION MAP

BENCHMARK USED:

PID NO : A19145

FOUND A BRASS DISC IN CONCRETE MONUMENT
LOCATED ON THE SOUTH SIDE OF STATE ROAD 44 AND
900' +/- EAST OF LAKES OF MOUNT DORA BLVD.
ELEVATION = 161.70 (NAVD 88)
SITE BENCHMARK AS SHOWN ON PLANS.

BEARINGS SHOWN HEREON ARE BASED ON STATE PLATE
COORDINATES PER CCR #083985, CCR 107158.

PROJECT : LAKES OF MOUNT DORA - PHASE 4C

FIELD DATE : 03/09/21
DATE COMPLETED : 03/22/21

SURVEY NO : VS 2456

CERTIFIED TO:
MEDALLION HOME

SHEET 1 OF 4

This survey is not valid without the signature and the original raised embossed seal of a
Florida licensed Surveyor and Mapper

I certify that this survey was made under my direction and that it meets the Standards of Practice
set forth by the Board of Professional Land Surveyors and Mappers in Chapter 5J-17, Florida
Administrative Code, pursuant to Section 472-027, Florida Statutes.

LB 7772

Harry H. Sobhra

Professional Surveyor and Mapper No. 5342

V & S SURVEYING, INC.

2412 Orsota Circle, Ocoee, Florida 34761. Tel: 407-342-1510 Fax: 407-656-8365 Email: vssurveying@aol.com

BOUNDARY & TOPOGRAPHIC SURVEY FOR ENGINEERING PURPOSE LAKES OF MOUNT DORA PHASE 4C

BENCHMARK USED:
PID NO : A19145
FOUND A BRASS DISC IN CONCRETE MONUMENT LOCATED ON THE
SOUTH SIDE OF STATE ROAD 44 AND 900' +/- EAST OF LAKES OF
MOUNT DORA BLVD.
ELEVATION = 161.70 (NAVD 88)
SITE BENCHMARK AS SHOWN ON PLANS.

BEARINGS SHOWN HEREON ARE BASED ON STATE PLATE
COORDINATES PER CCR #083985, CCR 107158.

PROJECT : LAKES OF MOUNT DORA - PHASE 4C

FIELD DATE : 03/09/21
DATE COMPLETED : 03/22/21

SURVEY NO : VS 2456

CERTIFIED TO:
MEDALLION HOME

LINE	BEARING	DISTANCE
L1	S 01°04'05" W	150.00'
L2	S 01°04'05" W	150.00'
L3	N 88°55'55" E	61.44'
L4	N 01°04'05" E	15.00'
L5	N 88°55'55" E	15.00'
L6	N 01°04'05" E	15.00'
L7	N 88°55'55" E	30.00'
L8	S 01°04'05" W	30.00'
L9	N 88°55'55" E	5.45'
L10	S 01°04'05" W	50.00'
L11	S 88°55'55" E	78.24'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	39.27'	35.36'	N 43°55'55" W	90°00'00"

SHEET 2 OF 4

LEGEND

A/C	Air Condition	E.O.P	Edge of Pavement	O.R	Official Record	S.T	Septic Tank
A	Arc Length	E.O.W	Edge of Water	O.R.B	Official Record Book	S.I.R	Set Iron Rod #7772
B.M	Bench Mark	EL	Elevation	O.H.L	Overhead Lines	SW	Sidewalk
B.S	Building Setback	F	Field	Pg	Page	SW.E	Sidewalk Easement
CATV	Cable TV Riser	F.F	Finish Floor	P.C.P	Permanent Control Point	X 98.50	Spot Elevation
C	Calculated	F.H	Fire Hydrant	P.R.M	Permanent Reference Marker	TEL	Telephone Riser
CIL	Centerline	F.D	Found	Plat	Plat	T.B.M	Temporary Bench Mark
CLF	Chain Link Fence	F.I.P	Found Iron Rod or Iron Pipe	P	Point of Beginning	T.O.B	Top of Bank
C.B	Chord Bearing	F.N.D	Found Nail and Disk	P.O.C	Point of Commencement	TRANS	Transformer
C.LEN	Chord Length	IP	Iron Pipe	P.C	Point of Curvature	TYP	Typical
CIO	Cleanout	IR	Iron Rod	P.I	Point of Intersection	U.E	Utility Easement
CONC	Concrete	LP	Light Pole	P.R.C	Point of Reverse Curve	W/M	Water Meter
C.B.S	Concrete Block Structure	L.A.E	Limited Access Easement	P.T	Point of Tangency	WF	Wood Fence
C.M	Concrete Monument	MH	Manhole	P.O.L	Point on Line		
C&G	Curbs and Gutter	M	Measured	PP	Power Pole		
Δ	Delta	MP	Meter Pole	PROP	Proposed		
D.E	Drainage Easement	N+D	Nail and Disc	RAD	Radial		
D.F	Drainfield	N.R	Non Radial	R	Radius		
D.W	Driveway	N.H.WE	Normal High Water Elevation	R.P	Radius Point		
E.O.P	Edge of Pavement	N.T.S	Not to Scale	RAW	Right of Way		

Surveyor's Notes

- This survey is based on the legal description as provided by the Client.
- This Surveyor has not abstracted the land shown hereon for easements rights of way or restrictions of records which may affect the title or use of the land.
- No underground improvements or installations have been located unless noted. Only visible utilities located.
- Elevations if shown hereon are based on NAVD 1988 unless otherwise stated.
- Dimensions shown for the location of improvements hereon should not be used to reconstruct boundary lines.

- Dimensions and bearings shown are plat and measured only unless otherwise noted.
- Attention is directed to the fact that this plan may have altered in size by reproduction. This must be considered when obtaining scaled data.
- Features shown by symbols as indicated in legend may not be to scale.
- Wall ties are to face of wall.
- Only visible utilities and encroachment located.
- This survey is valid for 90 days from the completed date or revised date shown.

- Septic Tanks and drainfield location are approximate and should be verified by the appropriate utility company.
- The accuracy of this survey is according to the Standards of Practice by the Board of Professional Land Surveyors and Mappers in Rule 5J-17 Florida Administrative Code.

This survey is not valid without the signature and the original raised embossed seal of a Florida licensed Surveyor and Mapper

I certify that this survey was made under my direction and that it meets the Standards of Practice set forth by the Board of Professional Land Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472-027, Florida Statutes.

LB 7772
Harry H. Sobhray
Professional Surveyor and Mapper No. 5342

V & S SURVEYING, INC.

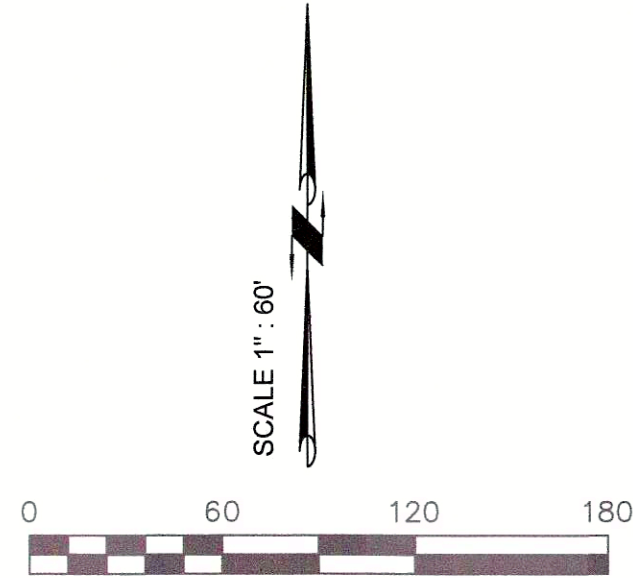
2412 Orsota Circle, Ocoee, Florida 34761. Tel: 407-342-1510 Fax: 407-656-8365 Email: vssurveying@aol.com

BOUNDARY & TOPOGRAPHIC SURVEY

FOR ENGINEERING PURPOSE
LAKES OF MOUNT DORA PHASE 4C

LINE	BEARING	DISTANCE
L1	S 01°04'05" W	150.00'
L2	S 01°04'05" W	150.00'
L3	N 88°55'55" W	61.44'
L4	N 01°04'05" E	15.00'
L5	N 88°55'55" W	15.00'
L6	N 01°04'05" E	15.00'
L7	N 88°55'55" W	30.00'
L8	S 01°04'05" W	30.00'
L9	N 88°55'55" W	5.45'
L10	S 01°04'05" W	50.00'
L11	S 88°55'55" E	78.24'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	39.27'	35.36'	N 43°55'55" W	90°00'00"



BENCHMARK USED:
PID NO.: A19145
FOUND A BRASS DISC IN CONCRETE MONUMENT LOCATED ON THE SOUTH SIDE OF STATE ROAD 44 AND 900' +/- EAST OF LAKES OF MOUNT DORA BLVD.
ELEVATION = 161.70 (NAVD 88)
SITE BENCHMARK AS SHOWN ON PLANS.

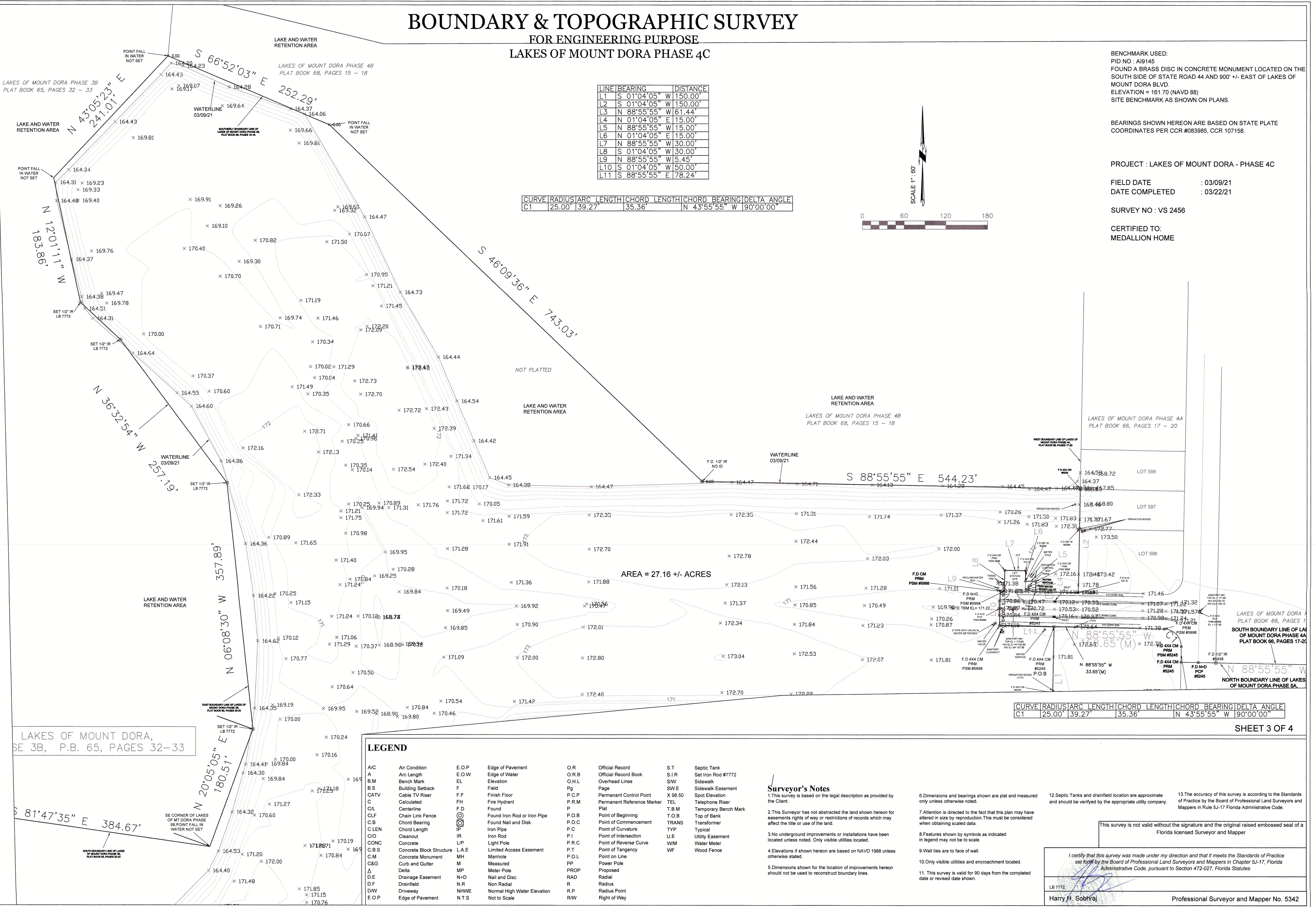
BEARINGS SHOWN HEREON ARE BASED ON STATE PLATE COORDINATES PER CCR #083985, CCR 107158.

PROJECT : LAKES OF MOUNT DORA - PHASE 4C

FIELD DATE : 03/09/21
DATE COMPLETED : 03/22/21

SURVEY NO : VS 2456

CERTIFIED TO:
MEDALLION HOME



LEGEND

A/C	Air Condition	E.O.P	Edge of Pavement	O.R	Official Record	S.T	Septic Tank
A	Arc Length	E.O.W	Edge of Water	O.R.B	Official Record Book	S.I.R	Set Iron Rod #7772
B.M	Bench Mark	EL	Elevation	O.H.L	Overhead Lines	SW	Sidewalk
B.S	Building Setback	F	Field	Pg	Page	SW.E	Sidewalk Easement
CATV	Cable TV Riser	F.F	Finish Floor	P.C.P	Permanent Control Point	X 98.50	Spot Elevation
C	Calculated	FH	Fire Hydrant	P.R.M	Permanent Reference Marker	TEL	Telephone Riser
C/L	Centerline	F.D	Found	P	Point of Beginning	T.B.M	Temporary Bench Mark
CLF	Chain Link Fence	⊙	Found Iron Rod or Iron Pipe	P.O.B	Point of Commencement	T.O.B	Top of Bank
C.B	Chord Bearing	⊙	Found Nail and Disk	P.O.C	Point of Curvature	TRANS	Transformer
C.LEN	Chord Length	IP	Iron Pipe	P.C	Point of Intersection	TYP	Typical
C/O	Centerline	IR	Iron Rod	P.I	Point of Intersection	U.E	Utility Easement
CONC	Concrete	LP	Light Pole	P.R.C	Point of Reverse Curve	W.M	Water Meter
C.B.S	Concrete Block Structure	L.A.E	Limited Access Easement	P.T	Point of Tangency	WF	Wood Fence
C.M	Concrete Monument	MH	Manhole	P.O.L	Point on Line		
C&G	Curb and Gutter	M	Measured	PP	Power Pole		
Δ	Delta	MP	Meter Pole	PROP	Proposed		
D.E	Drainage Easement	N+D	Nail and Disc	RAD	Radial		
D.F	Drainfield	N.R	Non Radial	R	Radius		
D.W	Driveway	N.H.W	Normal High Water Elevation	R.P	Radius Point		
E.O.P	Edge of Pavement	N.T.S	Not to Scale	R.W	Right of Way		

Surveyor's Notes

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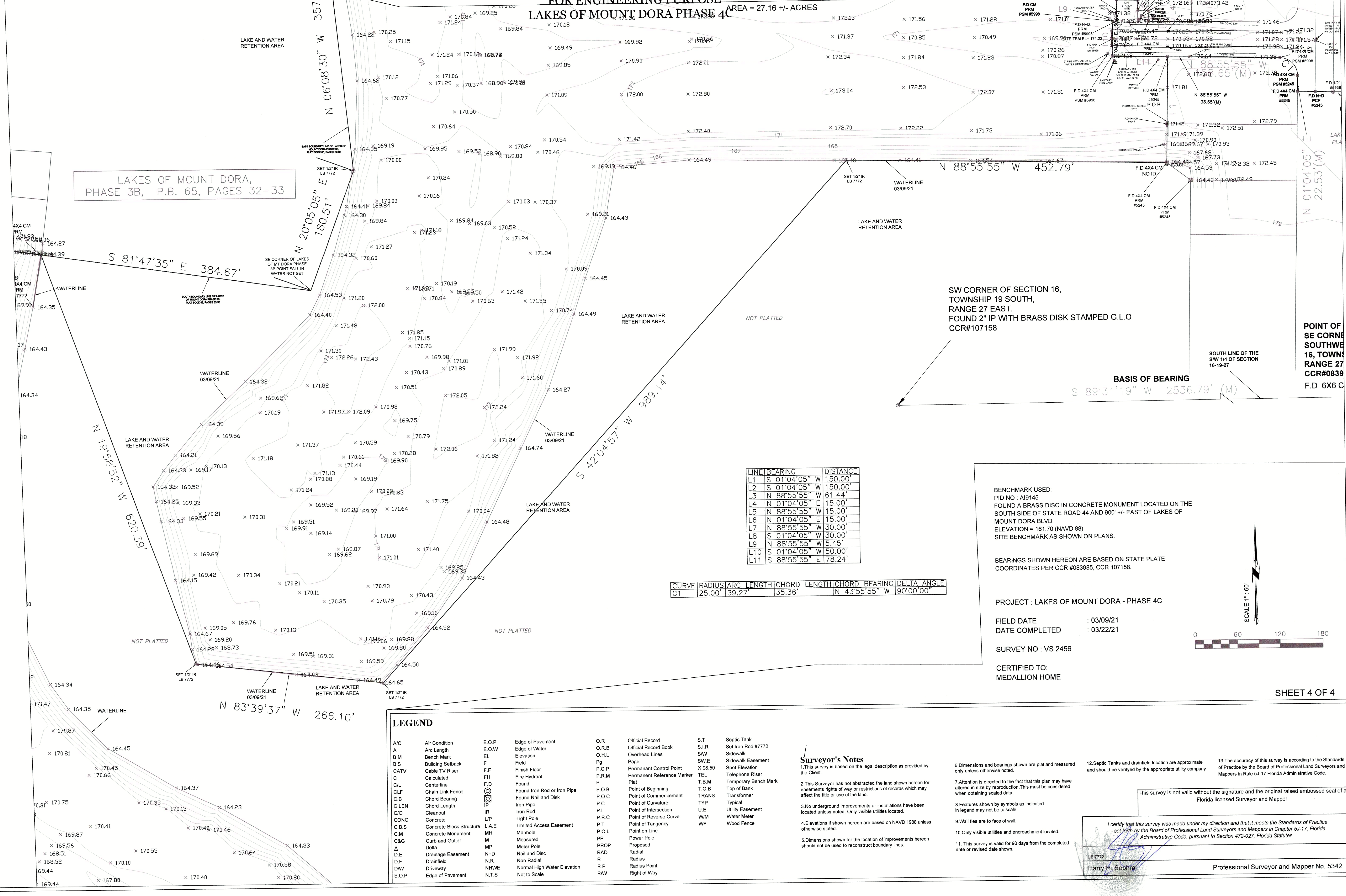
LB 7772
Harry H. Sobhraj
Professional Surveyor and Mapper No. 5342

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BOUNDARY & TOPOGRAPHIC SURVEY

FOR ENGINEERING PURPOSE
LAKES OF MOUNT DORA PHASE 4C AREA = 27.16 +/- ACRES



LAKES OF MOUNT DORA,
PHASE 3B, P.B. 65, PAGES 32-33

SW CORNER OF SECTION 16,
TOWNSHIP 19 SOUTH,
RANGE 27 EAST.
FOUND 2" IP WITH BRASS DISK STAMPED G.L.O
CCR#107158

POINT OF
SE CORNER
SOUTHWEST
16, TOWNSHIP
RANGE 27
CCR#0839
F.D. 6X6 C

LINE	BEARING	DISTANCE
L1	S 01°04'05" W	150.00'
L2	S 01°04'05" W	150.00'
L3	N 88°55'55" E	61.44'
L4	N 01°04'05" E	15.00'
L5	N 88°55'55" W	15.00'
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L11	S 88°55'55" E	78.24'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	39.27'	35.36'	N 43°55'55" W	90°00'00"

BENCHMARK USED:
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FOUND A BRASS DISC IN CONCRETE MONUMENT LOCATED ON THE
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SITE BENCHMARK AS SHOWN ON PLANS.

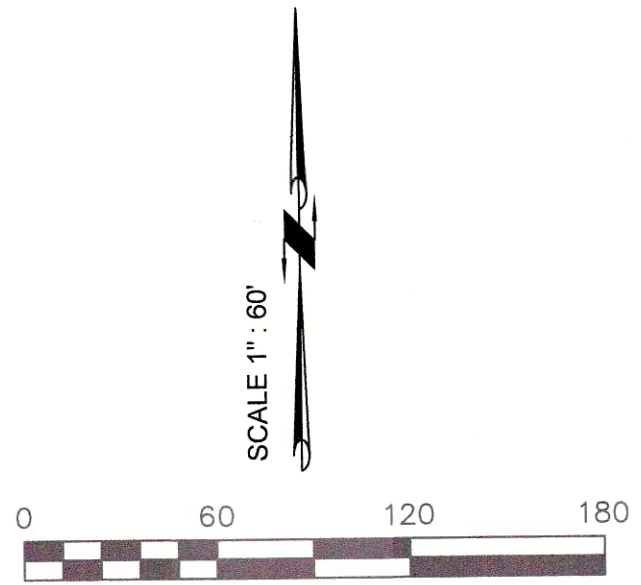
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PROJECT : LAKES OF MOUNT DORA - PHASE 4C

FIELD DATE : 03/09/21
DATE COMPLETED : 03/22/21

SURVEY NO : VS 2456

CERTIFIED TO:
MEDALLION HOME



SHEET 4 OF 4

LEGEND

A/C	Air Condition	E.O.P	Edge of Pavement	O.R	Official Record	S.T	Septic Tank
A	Arc Length	E.O.W	Edge of Water	O.R.B	Official Record Book	S.I.R	Set Iron Rod #7772
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CIL	Centerline	F.D	Found	P	Plat	T.B.M	Temporary Bench Mark
CLF	Chain Link Fence	⊙	Found Iron Rod or Iron Pipe	P.O.B	Point of Beginning	T.O.B	Top of Bank
C.B	Chord Bearing	⊙	Found Nail and Disk	P.O.C	Point of Commencement	TRANS	Transformer
C.LEN	Chord Length	IP	Found Nail and Disk	P	Point of Curvature	TYP	Typical
CIO	Cleanout	IR	Iron Rod	P.I	Point of Intersection	U.E	Utility Easement
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C.B.S	Concrete Block Structure	L.A.E	Limited Access Easement	P.T	Point of Tangency	WF	Wood Fence
C.M	Concrete Monument	MH	Manhole	P.O.L	Point on Line		
C&G	Curb and Gutter	M	Measured	PP	Power Pole		
Δ	Delta	MP	Meter Pole	PROP	Proposed		
D.E	Drainage Easement	N.H	Nail and Disc	RAD	Radial		
D.W	Drainfield	N.H.WE	Normal High Water Elevation	R	Radius		
E.O.P	Edge of Pavement	N.T.S	Not to Scale	R.P	Radius Point		
				R.W	Right of Way		

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Harry H. Sobhral
Professional Surveyor and Mapper No. 5342

RESOLUTION NO. 2021-100

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA RELATED TO THE PRELIMINARY PLAT ENTITLED “LAKES OF MOUNT DORA PHASE 4C”; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR PRELIMINARY PLAT APPROVAL; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Section 4.2.3 of the City’s Land Development Code, an application to the City of Mount Dora, Florida, for a Preliminary Plat entitled “Lakes of Mount Dora Phase 4C”; and

WHEREAS, the Lakes of Mount Dora Planned Unit Development (PUD) Final Development Plan was approved by the City on August 3, 2004, through Ordinance No. 857; amended on April 3, 2012, through Ordinance No. 2012-06; and further amended on June 5, 2018, through Ordinance No. 2018-02; and

WHEREAS, the Lakes of Mount Dora Phase 4C Preliminary Plat includes 76 single-family detached residential dwelling units; and

WHEREAS, the City Attorney reviewed Lakes of Mount Dora Phase 4C Preliminary Plat and found it consistent with controlling law; and

WHEREAS, the Development Review Committee reviewed the Lakes of Mount Dora Phase 4C Preliminary Plat on August 25, 2021, and recommended approval with conditions as being in compliance with the minimum requirements of the City’s Land Development Code and as being consistent with the City’s Comprehensive Plan and controlling Florida law; and

WHEREAS, the City of Mount Dora Planning and Zoning Commission reviewed the Lakes of Mount Dora Phase 4C Preliminary Plat on September 15, 2021, and recommended approval as being in compliance with the minimum requirements of the City’s Land Development Code and as being consistent with the City’s Comprehensive Plan and controlling Florida law; and

WHEREAS, the City of Mount Dora, Florida, considered the Lakes of Mount Dora Phase 4C Preliminary Plat and finds it to be in compliance with the minimum requirements of the City’s Land Development Code and as being consistent with the City’s Comprehensive Plan and controlling Florida law; and

WHEREAS, pursuant to the Section 4.2.3.5 of the City’s Land Development Code, a Final Plat and Plan for Lakes of Mount Dora Phase 4C must be submitted to the City within twelve (12) months of this Preliminary Plat approval.

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

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

SECTION 2. Approval of Preliminary Plat. The City hereby approves the Lakes of Mount Dora Phase 4C Preliminary Plat attached hereto as **Exhibit “A”**.

SECTION 3. Implementation of Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the Lakes of Mount Dora Phase 4C Preliminary Plat, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

(Signatures on Following Page)

PASSED AND ADOPTED this 5th day of October, 2021.

CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:

JESSICA BURNHAM
CITY CLERK

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

Sherry G. Sutphen, City Attorney

EXHIBIT “A”
Lakes of Mount Dora Phase 4C
Preliminary Plat

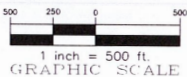
LAKES OF MOUNT DORA - PHASE 4C



MOUNT DORA, FLORIDA



AERIAL VIEW
SCALE: 1"=500'



PHASE 4C LEGAL DESCRIPTION

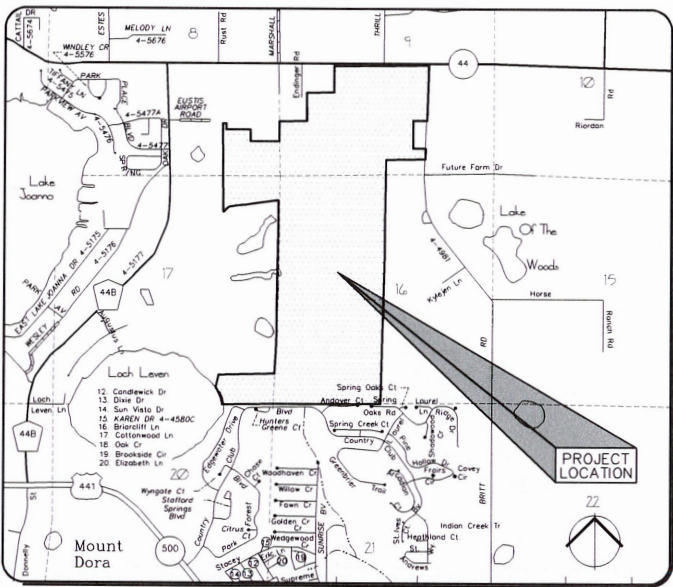
THAT PORTION OF SECTION 16 OF TOWNSHIP 19 SOUTH, RANGE 27 EAST, IN LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 16, TOWNSHIP 19 SOUTH, RANGE 27 EAST; THENCE NORTH 01°04'05" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16 AND ALSO THE EAST LINE OF THE PLAT OF LAKES OF MOUNT DORA PHASE 5A, AS RECORDED IN PLAT BOOK 70, AT PAGES 14 AND 15, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, FOR A DISTANCE OF 1943.93 FEET, SAID POINT BEING THE NORTHEAST CORNER OF LAKES OF MOUNT DORA PHASE 5A, AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA IN PLAT BOOK 70, AT PAGES 14 AND 15, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE PLAT OF LAKES OF MOUNT DORA PHASE 4A, AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA IN PLAT BOOK 66 AT PAGES 17 THROUGH 20;

(THE FOLLOWING 4 COURSES ARE ALONG THE NORTHERLY BOUNDARY OF LAKES OF MOUNT DORA PHASE 5A, AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA IN PLAT BOOK 70, PAGES 14 AND 15, ALSO BEING THE SOUTH BOUNDARY OF LAKES OF MOUNT DORA PHASE 4A, AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA IN PLAT BOOK 66 AT PAGES 17 THROUGH 20); THENCE RUN NORTH 88°55'55" WEST FOR A DISTANCE OF 350.00 FEET; THENCE RUN NORTH 01°04'05" EAST FOR A DISTANCE OF 22.33 FEET TO THE POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 88°55'55" WEST FOR A DISTANCE OF 158.65 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE PLAT OF LAKES OF MOUNT DORA PHASE 5A, AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA IN PLAT BOOK 70, AT PAGES 14 AND 15, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;

THENCE DEPARTING THE AFOREMENTIONED NORTH BOUNDARY OF SAID PHASE 5A AND THE AFOREMENTIONED SOUTH BOUNDARY OF SAID PHASE 4A, AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA IN PLAT BOOK 70 AT PAGES 14 AND 15, FOR A DISTANCE OF 150.00 FEET; THENCE DEPARTING THE AFOREMENTIONED WEST BOUNDARY LINE OF PHASE 5A RUN NORTH 88°55'55" WEST FOR A DISTANCE OF 452.79 FEET; THENCE RUN SOUTH 42°04'57" WEST FOR A DISTANCE OF 989.14 FEET; THENCE RUN NORTH 83°39'37" WEST FOR A DISTANCE OF 266.10 FEET; THENCE RUN NORTH 19°58'52" WEST FOR A DISTANCE OF 620.39 FEET TO A POINT BEING THE NORTHEAST CORNER OF THE PLAT OF LAKES OF MOUNT DORA PHASE 3D AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA IN PLAT BOOK 72, PAGES 24-28, SAID ALSO BEING THE SOUTHEAST CORNER OF LOT 548 OF THE LAKES OF MOUNT DORA PHASE 3B AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA IN PLAT BOOK 65 AT PAGES 32 AND 33; (THE FOLLOWING 7 COURSES ARE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF LAKES OF MOUNT DORA PHASE 3B AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA IN PLAT BOOK 65, PAGES 32 AND 33); THENCE DEPARTING THE AFOREMENTIONED NORTHEAST CORNER OF THE LAKES OF MOUNT DORA PHASE 3D AND AFOREMENTIONED SOUTHEAST CORNER OF LOT 548 OF THE LAKES OF MOUNT DORA PHASE 3B SOUTH 81°47'35" EAST ALONG THE SOUTHERLY BOUNDARY OF LAKES OF MOUNT DORA PHASE 3B AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA IN PLAT BOOK 65 AT PAGES 32 AND 33, FOR A DISTANCE OF 384.67; THENCE RUN ALONG THE AFOREMENTIONED EASTERLY BOUNDARY OF THE LAKES OF MOUNT DORA PHASE 3B, NORTH 20°05'05" EAST FOR A DISTANCE OF 180.19 FEET; THENCE RUN NORTH 05°08'30" WEST FOR A DISTANCE OF 357.89 FEET; THENCE RUN NORTH 36°32'54" WEST FOR A DISTANCE OF 257.19 FEET; THENCE RUN NORTH 46°59'43" WEST FOR A DISTANCE OF 78.54 FEET; THENCE RUN NORTH 12°01'11" WEST FOR A DISTANCE OF 183.86 FEET; THENCE RUN NORTH 43°08'23" EAST FOR A DISTANCE OF 241.01 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF LAKES OF MOUNT DORA PHASE 4B AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA IN PLAT BOOK 68 IN PAGES 15-18; (THE FOLLOWING 3 COURSES ARE ALONG THE SOUTHERLY BOUNDARY OF THE LAKES OF MOUNT DORA PHASE 4B AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AT PLAT BOOK 68 IN PAGES 15-18); THENCE RUN SOUTH 66°52'03" EAST FOR A DISTANCE OF 252.29 FEET; THENCE RUN SOUTH 46°09'37" EAST FOR A DISTANCE OF 743.03 FEET; THENCE RUN SOUTH 88°55'55" EAST FOR A DISTANCE OF 544.23 FEET TO A POINT ON THE WESTERLY BOUNDARY OF LAKES OF MOUNT DORA PHASE 4A AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA IN PLAT BOOK 66 IN PAGES 17-20; (THE FOLLOWING 10 COURSES ARE ALONG THE BOUNDARY OF LAKES OF MOUNT DORA PHASE 4A, AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA IN PLAT BOOK 66, AT PAGES 17-20); THENCE RUN SOUTH 01°04'05" WEST FOR A DISTANCE OF 150.00 FEET; THENCE RUN NORTH 88°55'55" WEST FOR A DISTANCE OF 61.44 FEET; THENCE RUN NORTH 01°04'05" EAST FOR A DISTANCE OF 15.00 FEET; THENCE RUN NORTH 88°55'55" WEST FOR A DISTANCE OF 30.00 FEET; THENCE RUN SOUTH 01°04'05" WEST FOR A DISTANCE OF 30.00 FEET; THENCE RUN NORTH 88°55'55" WEST FOR A DISTANCE OF 5.45 FEET; THENCE RUN SOUTH 01°04'05" WEST FOR A DISTANCE OF 50.00 FEET; THENCE RUN SOUTH 88°55'55" EAST FOR A DISTANCE OF 78.24 FEET TO THE POINT OF BEGINNING SAID PARCEL OF LAND CONTAINING 27.16 ACRES MORE OR LESS.

VERTICAL SURVEY DATUM: NAVD 88



SECTIONS 8, 9, 16 & 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST
LOCATION MAP

GENERAL NOTES

- BOUNDARY INFORMATION SHOWN IS PER DRAWING PREPARED BY FARNER AND ASSOCIATES, INC., DATED 15/31/02. TOPOGRAPHICAL INFORMATION SHOWN IS PER DRAWING PREPARED BY JMR SURVEYING SERVICES, INC., DATED 05/01/03.
- CONTRACTOR SHALL VERIFY ALL ELEVATIONS PRIOR TO CONSTRUCTION AND BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ENGINEER OR ARCHITECT.
- ALL ON-SITE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF MOUNT DORA, LAKE COUNTY PUBLIC SERVICES, FLORIDA BUILDING CODE, AND ALL OTHER APPLICABLE CODES.
- THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL THE WATER/SEWER/REUSE REQUIREMENTS OF THE CITY OF MOUNT DORA WHEN CONSTRUCTING THESE UTILITIES, WHICH WILL BE OWNED BY CITY OF MOUNT DORA. THE CONTRACTOR SHALL READ AND UNDERSTAND ALL THE REQUIREMENTS FOR UTILITY CONSTRUCTION (WATER/SEWER/REUSE) THAT ARE REQUIRED BY THE CITY OF MOUNT DORA PRIOR TO SUBMITTING A BID FOR CONSTRUCTION. THE CONTRACTOR SHALL INCLUDE ALL THE NECESSARY COSTS IN THEIR CONSTRUCTION BID AMOUNT TO MEET ALL THE UTILITY REQUIREMENTS OF THE CITY OF MOUNT DORA THAT ARE IN EFFECT AT THE TIME THESE CONSTRUCTION PLANS ARE APPROVED. IF THERE ARE ANY DISCREPANCIES BETWEEN THESE CONSTRUCTION PLANS AND THE CITY OF MOUNT DORA UTILITY CONSTRUCTION REQUIREMENTS, THEN THE CITY OF MOUNT DORA REQUIREMENTS SHALL BE MET AND THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF THE DISCREPANCIES PRIOR TO SUBMITTING A HIS BID. NO CHANGE ORDERS WILL BE APPROVED IN MEETING THIS REQUIREMENT.
- STORMWATER DESIGN SHALL BE IN ACCORDANCE WITH SURFMO AND THE CITY OF MOUNT DORA.
- CONTRACTOR SHALL LOCATE AND MAINTAIN IN GOOD WORKING ORDER ALL ABOVE GROUND AND BELOW GROUND UTILITIES. CONTRACTOR SHALL COORDINATE THE RELOCATION OF EXISTING UTILITIES AS MAY BE REQUIRED.
- ALL DISTURBED AREAS SHALL BE SOODED OR SEEDED AND MULCHED IMMEDIATELY FOLLOWING COMPLETION OF THE BUILDING CONSTRUCTION AS SHOWN ELSEWHERE IN THESE PLANS.
- CONTRACTOR SHALL SUPPLY THE ENGINEER WITH "AS-BUILT" CONDITIONS OF ACTUAL CONSTRUCTION.
- CONSTRUCTION SURVEYING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE SPECIFIED.

SITE DATA

TOTAL AREA = 558.7 ACRES
PHASE 4C AREA = 27.16 ACRES
PHASE 1 LOTS (EXISTING) = 215 LOTS
PHASE 2 LOTS (EXISTING) = 283 LOTS
PHASE 3A LOTS (EXISTING) = 32 LOTS
PHASE 3B LOTS (EXISTING) = 34 LOTS
PHASE 3C LOTS (EXISTING) = 14 LOTS
PHASE 3D LOTS (EXISTING) = 101 LOTS
PHASE 4A LOTS (EXISTING) = 57 LOTS
PHASE 4B LOTS (EXISTING) = 64 LOTS
PHASE 5A LOTS (EXISTING) = 26 LOTS
PHASE 5B LOTS (EXISTING) = 66 LOTS
PHASE 5C LOTS (EXISTING) = 63 LOTS
PHASE 4C LOTS = 76 LOTS
MINIMUM LOT SIZE REQUIRED = 5,760 sq.ft.
ZONING = "PUD"

INDEX OF SHEETS	
C1.1	COVER SHEET
C1.2	STORMWATER POLLUTION PREVENTION PLAN
C2.1	PRELIMINARY PLAT
C3.1	GRADING & DRAINAGE PLAN
C4.1	UTILITY PLAN
C5.1-C5.2	DETAIL SHEET

OWNER

Carlos Beruff
Medallion Home At Mount Dora, LLC
1651 Whitfield Avenue
Sarasota, Florida 34243
Phone (941) 359-9000
Fax (941) 359-9300

ENGINEER

Keith E. Riddle, P.E.
Riddle - Newman Engineering, Inc.
115 North Canal Street
Leesburg, Florida 34748
Phone (352) 787-7482
Fax (352) 787-7412

SURVEYOR

Thomas M. Ventre
Thomas M. Ventre Professional Land Surveyor, Inc.
3661 SE 56th Street
Ocala, Florida 34480
Phone (352) 216-7065

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C.E.# 0002853

RIDDLE NEWMAN ENGINEERING INC.
ESTABLISHED 1941

REV #
REV #
REV #
REV #
REV #

Keith E. Riddle, P.E.
State of Florida
Professional Engineer
No. 38800

Digitally signed by
Keith E. Riddle
Date: 2021.08.04
13:59:44 -04'00'

KEITH E. RIDDLE, P.E.
F.L.A. REG. NO. 38800

DATE: 8/4/2021
SCALE: AS NOTED
CHECKED: K.E.R.
R.S.H.
PROJECT NO. 11-05-009

PRELIMINARY PLAT

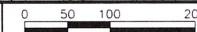
LAKES OF MOUNT DORA - PHASE 4C
MOUNT DORA
FLORIDA

SHEET NO.
C1.1

Page 319



SCALE: 1" = 100'

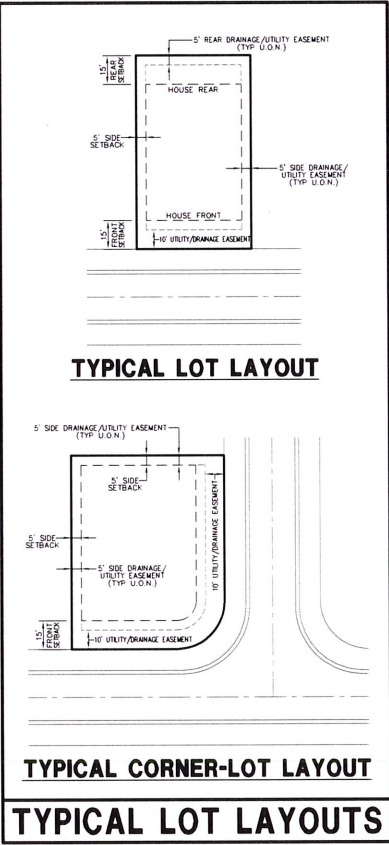
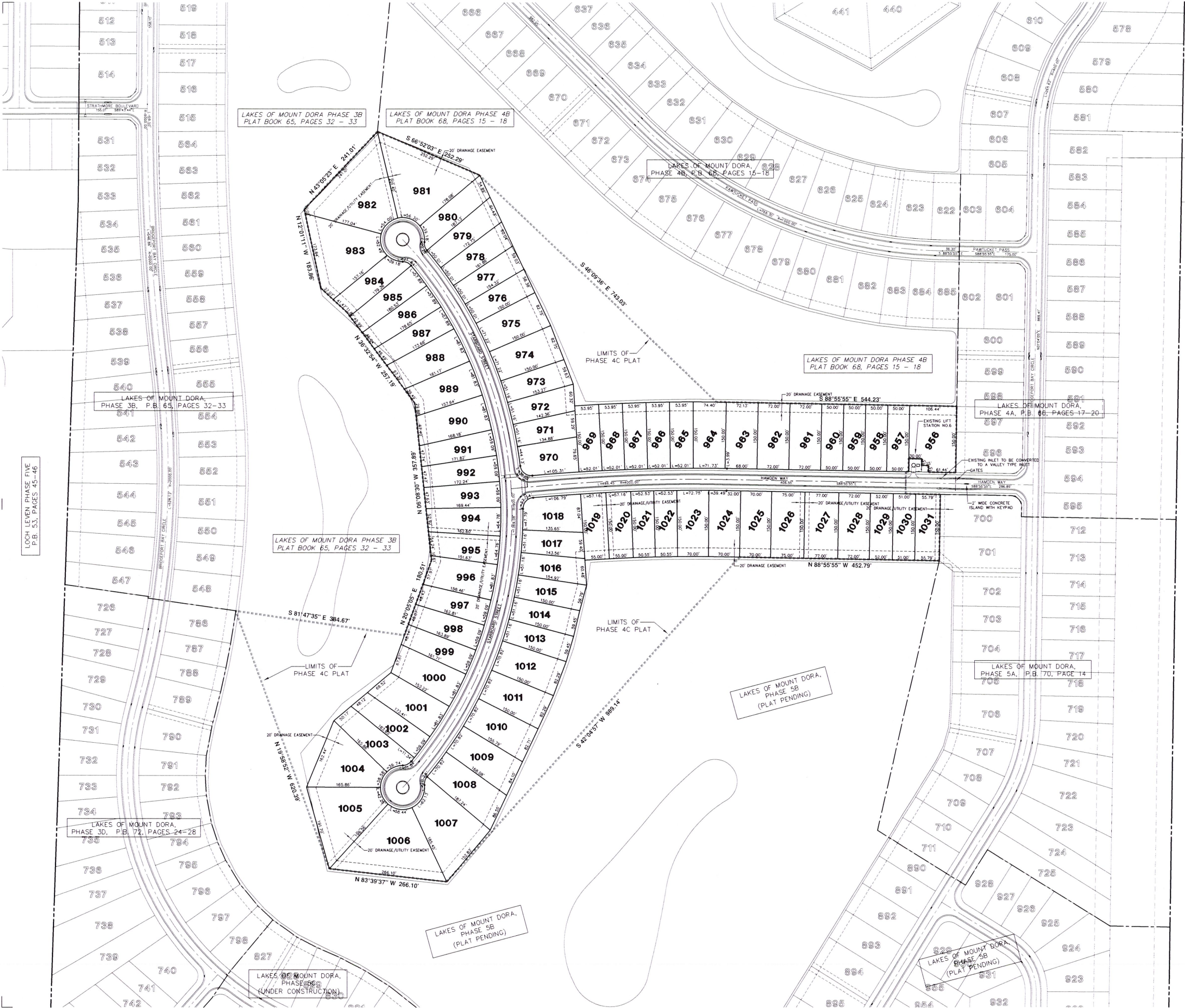


- Federal Law prohibits all point source discharge of pollutants, which includes the discharge of stormwater associated with large (greater than 5 acres) construction activities or small (less than 5 acres and greater than 1 acre) construction activities, to waters of the United States without a National Pollutant Discharge Elimination System (NPDES) permit. Under the State of Florida's authority to administer the NPDES stormwater program, operators that have stormwater discharge associated with large or small construction activities to surface waters of the State, including through a Municipal Separate Storm Sewer System (MS4, i.e. Town, City or County), shall obtain coverage either under a Generic permit or an individual permit.
- The owner will obtain the NPDES permit during the permitting process.
- The Contractor shall prepare the Storm Water Pollution Prevention Plan (SWPPP). Contractor may obtain information pertaining to the NPDES permit program online at www.dep.state.fl.us/water/stormwater/npdes. The Contractor shall be responsible for maintenance of the site in accordance with the SWPPP. The Contractor will be required to comply with all requirements of the SWPPP and have it posted on-site along with the Erosion Control Plan, the NPDES permit, and the completed Inspector Report Form. The Contractor shall be responsible for all erosion control practices defined in the SWPPP and associated penalties for not complying with the NPDES requirements contained in the SWPPP and the NPDES permit. The cost of all compliance related activities shall be included in the bid submitted by the Contractor.
- The NPDES permit requires at least weekly inspections of the site and inspections within 24 hours following any rainfall event exceeding 0.5" inches. The Contractor is responsible for the weekly inspections and post-rainfall event inspections and these inspections are required to be made by a "Qualified" inspector. These inspections must document compliance with the permit and the SWPPP and the inspector shall complete the Stormwater Pollution Prevention Plan Inspection Report Form. The Contractor can obtain a sample copy of the Inspector Report Form from the Engineer. The Contractor can contact the FDEP at (850) 245-7522 for additional information on qualified inspectors or additional information on the NPDES requirements.

	RIDDLE NEWMAN ENGINEERING INC.		RIDDLE - NEWMAN ENGINEERING, INC. 115 NORTH CANAL STREET LYNN, FL 33422 PHONE (352) 787-7482 FAX (352) 787-7412 keith@riddlenewman.com CA# 00002853	
	REV #2			
	REV #1			
	REV #3			
	REV #4			
REV #5				
REV #1				
ESTABLISHED 1991				
STORMWATER POLLUTION PREVENTION PLAN		DRAWN: R.S.H. CHECKED: K.E.R. SCALE: 1"=100' DATE: 8/4/2021 PROJECT NO. 1105-008		
LAKES OF MOUNT DORA - PHASE 4C		KEITH E. RIDDLE, P.E. FLA. REGIS. NO. 38800		
MOUNT DORA		FLORIDA		
C1.2		SHEET NO.		

C1.2

Exhibit "A"



FILE: \\105-008\Lakes of Mount Dora Ph. 4C

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PRELIMINARY PLAT

LAKES OF MOUNT DORA - PHASE 4C

MOUNT DORA

FLORIDA

SHEET NO.

C2.1

REV. #

REV. #

REV. #

REV. #

REV. #

DATE: 8/4/2021

SCALE: 1"=100'

PROJECT NO. 11.05-008

DRAWN: R.S.H.

CHECKED: K.E.R.

PROJECT NO. 11.05-008

KEITH E. RIDDLE, P.E.

FLA. REGS. NO. 38800

RIDDLE - NEWMAN ENGINEERING, INC.

11501 CANAL STREET

LEESBURG, FLORIDA 34488

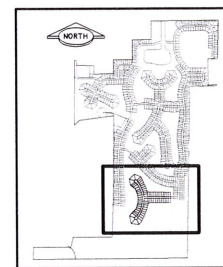
PHONE (352) 787-7482

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CA# 00002883

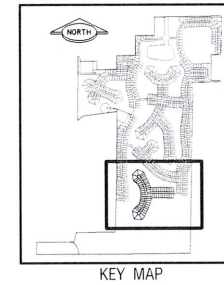
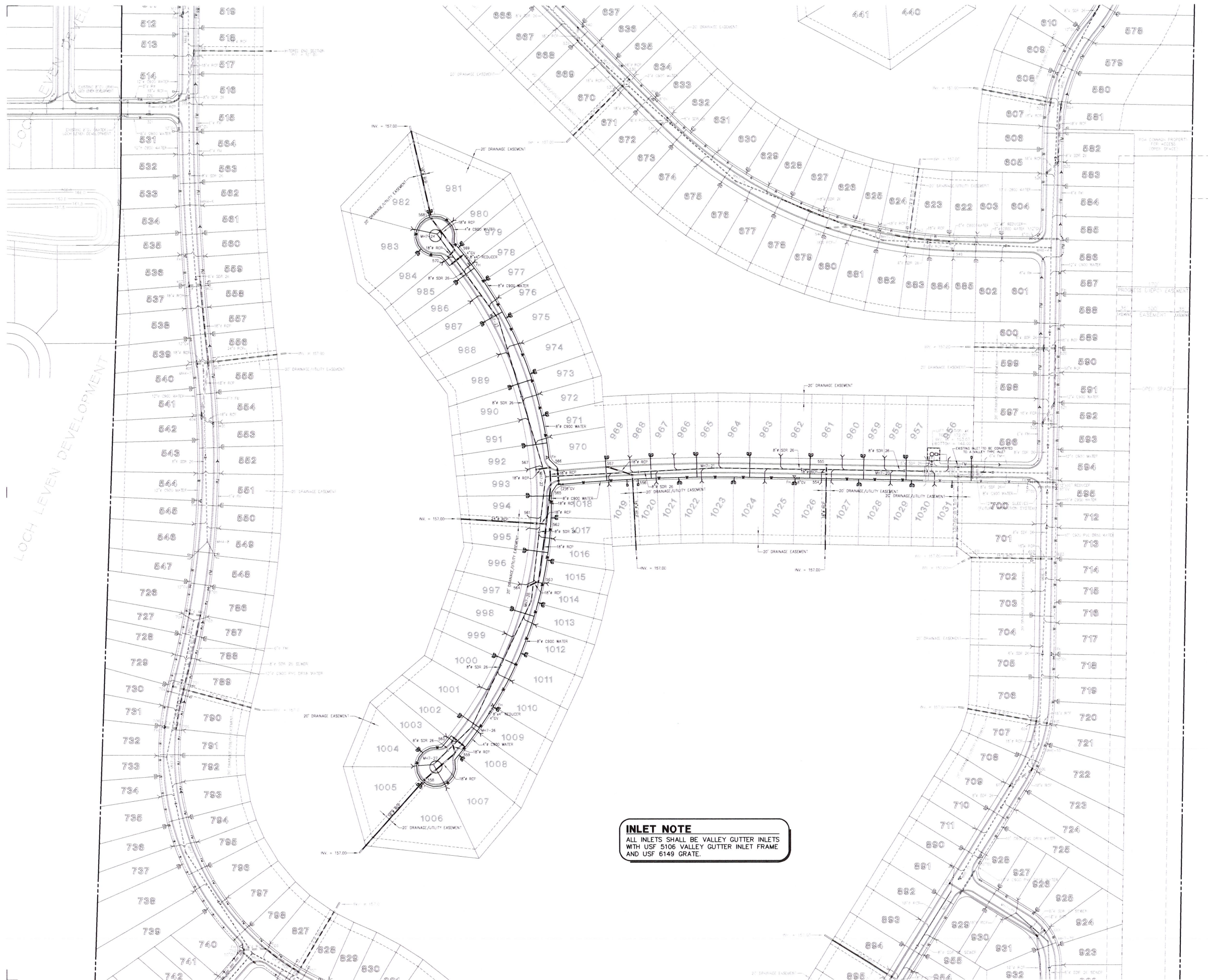
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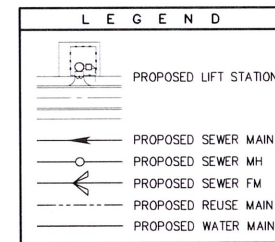
VERTICAL SURVEY DATUM: NAVD 88

C3.1

Exhibit "A"



KEY MAP



FILE: \\11.05-009\Lokes of Mount Dora Ph 4C © 2021 RIDDLE - NEWMAN ENGINEERING, INC. ALL RIGHTS RESERVED.

UTILITY PLAN

LAKES OF MOUNT DORA - PHASE 4C
MOUNT DORA FLORIDA

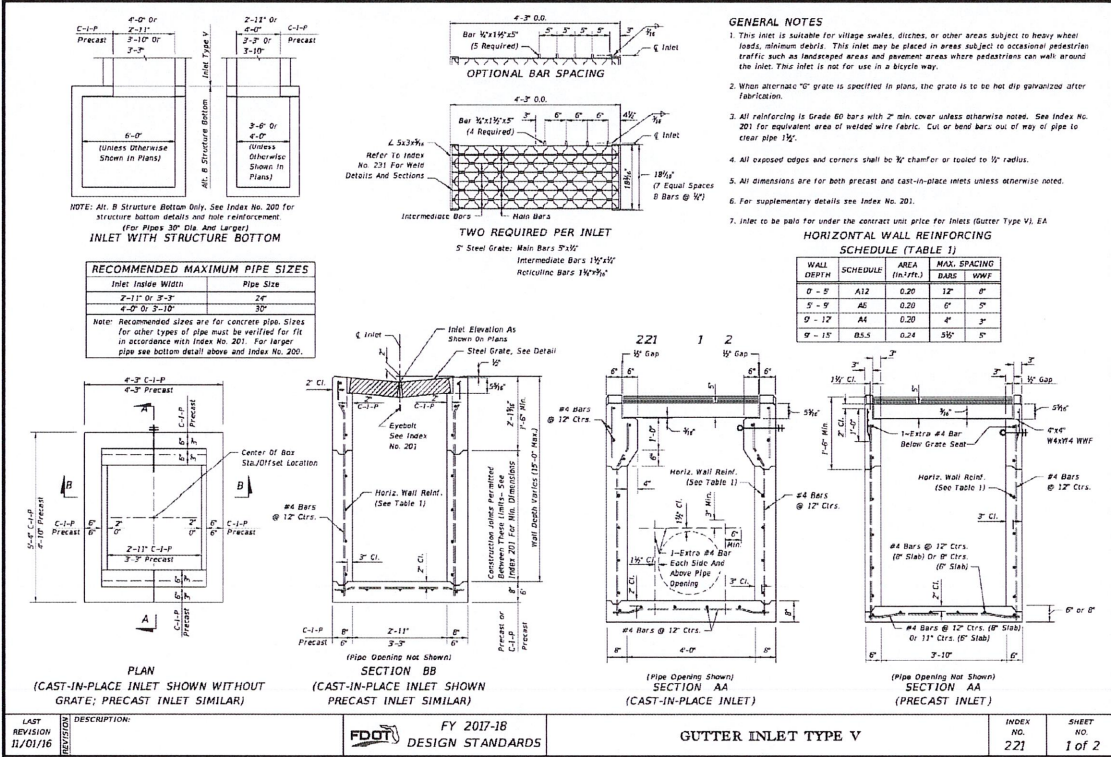
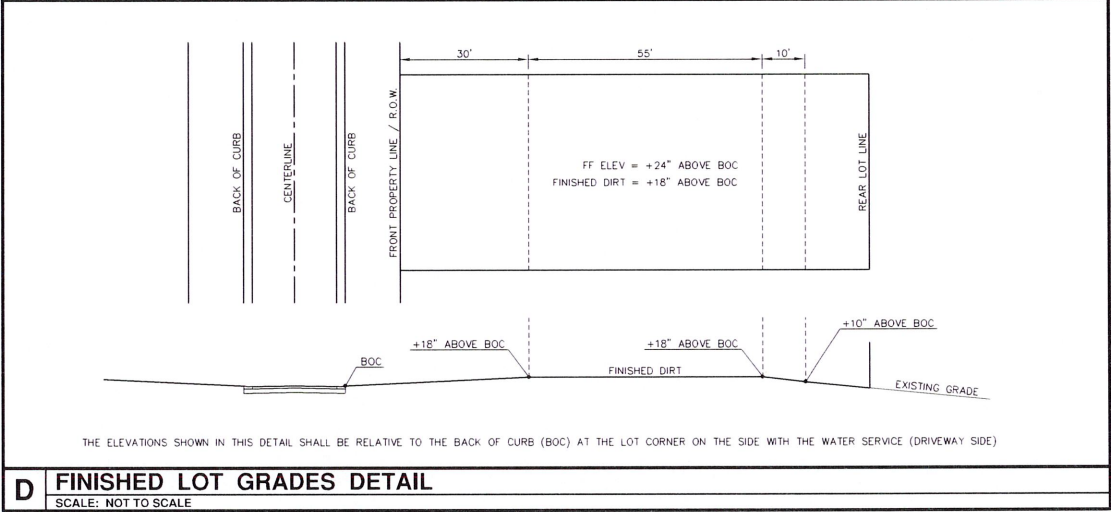
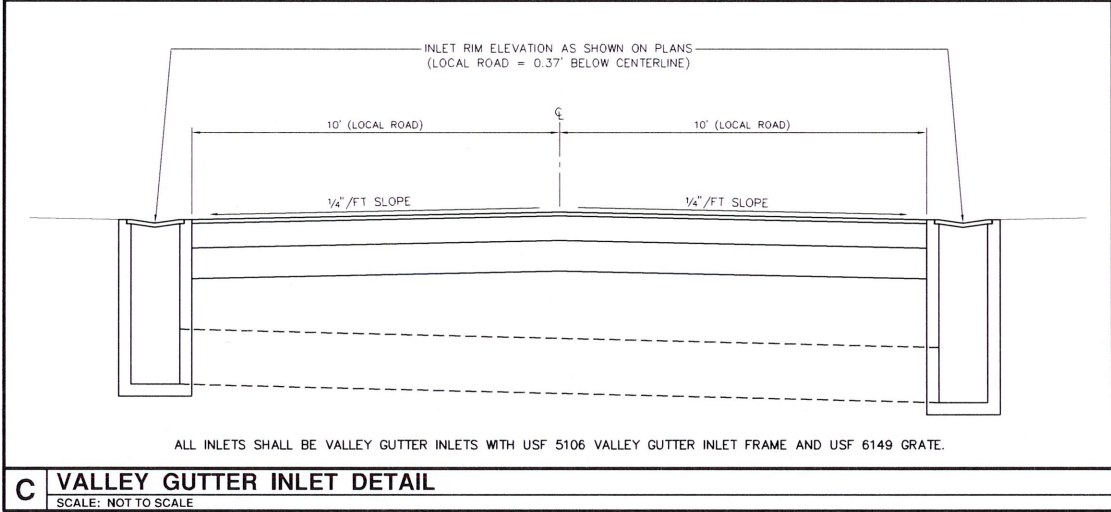
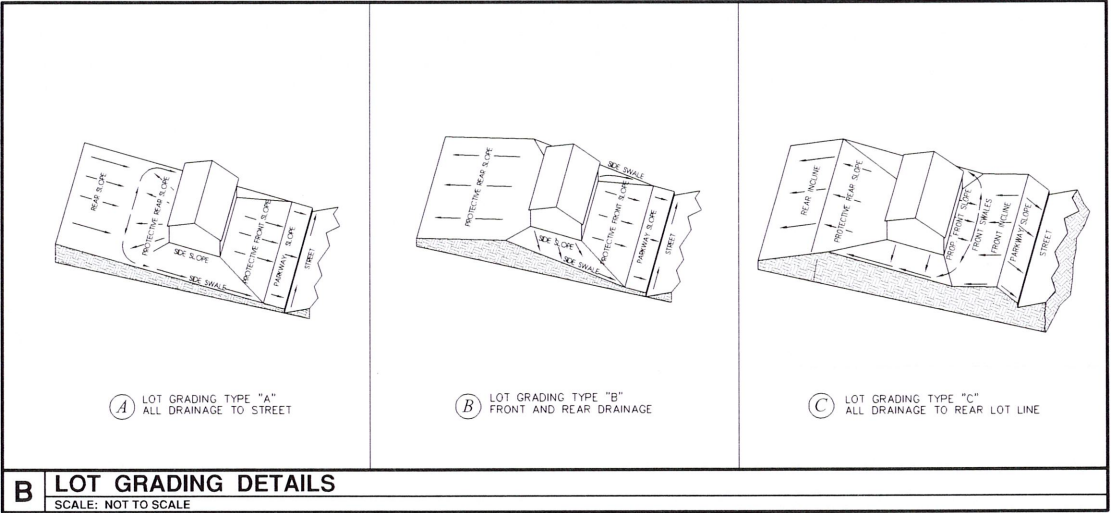
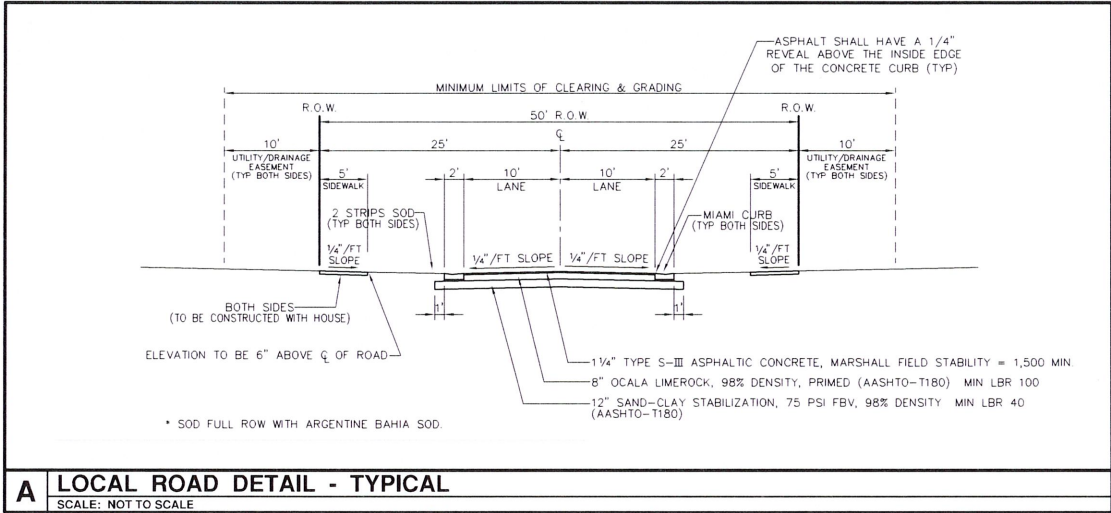
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CHECKED: K.E.R.	REV #4
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DATE: 8/4/2021	REV #2
PROJECT NO. 11-05-0019	REV #1
KEITH E. RIDDLE, P.E. FLA. REGIS. NO. 38800	

KEITH E. RIDDLE, P.E.
FLA. REGIS. NO. 38800

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NEWMAN
ENGINEERING INC.

ESTABLISHED 1961

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ESTABLISHED 1971

REV #
REV #
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DATE
8/4/2021

SCALE
N.T.S.

PROJECT NO.
11-05-009

DRWN
R.S.H.

CHECKED
K.E.R.

SCALE
N.T.S.

DATE
8/4/2021

PROJECT NO.
11-05-009

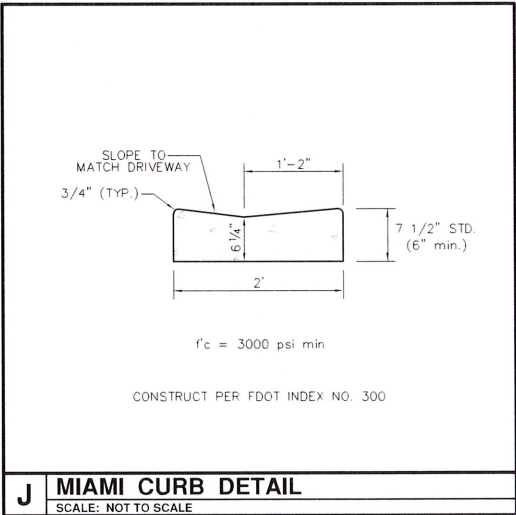
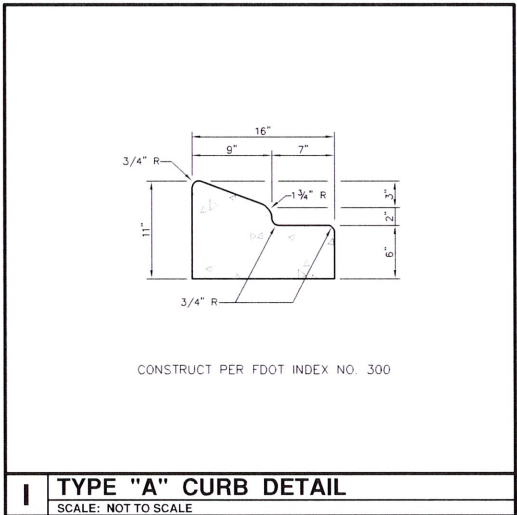
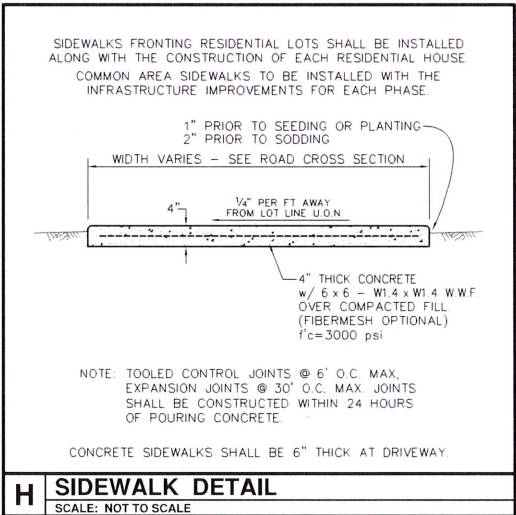
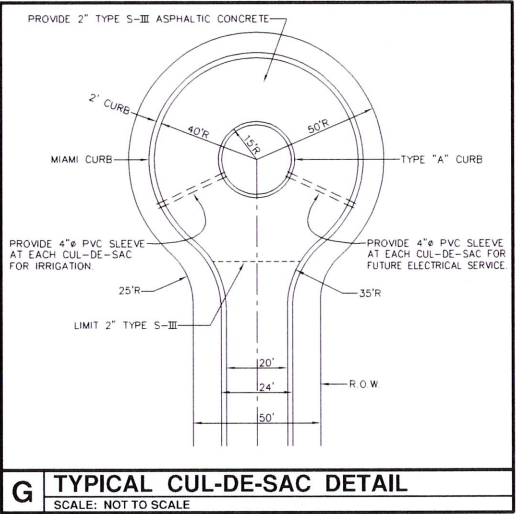
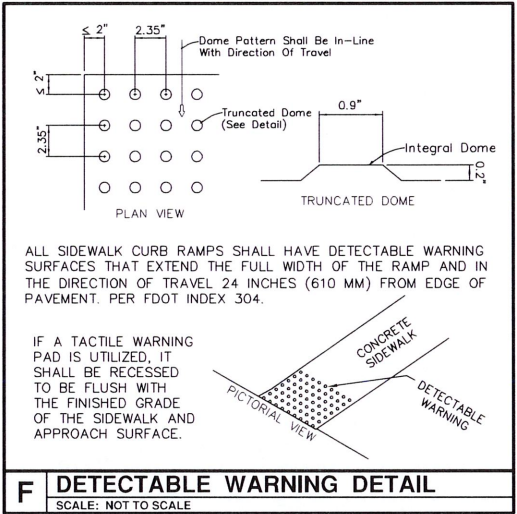
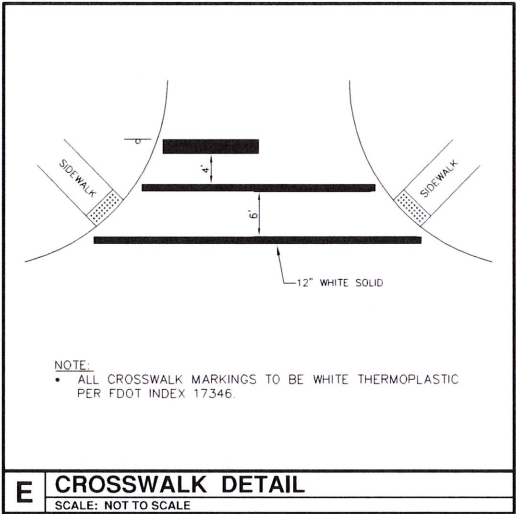
DETAIL SHEET

LAKES OF MOUNT DORA - PHASE 4C
MOUNT DORA
FLORIDA

C5.1

Page 323

Exhibit "A"



FILE: \\11.05-009\Lakes of Mount Dora Ph 4C © 2021 RIDDLE - NEWMAN ENGINEERING, INC. ALL RIGHTS RESERVED.

DETAIL SHEET

LAKES OF MOUNT DORA - PHASE 4C
MOUNT DORA FLORIDA

C5.2

REV #1
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REV #3
REV #4
REV #5

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REV #5

REV #1
REV #2
REV #3
REV #4
REV #5

DRWN: R.S.H.
CHKD: K.E.R.
SCALE: N.T.S.
DATE: 8/4/2021
PROJECT NO: 11.05-009

KEITH E. RIDDLE, P.E.
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RIDDLE NEWMAN ENGINEERING INC.
ESTABLISHED 1961



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 5, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

SUBJECT: First Reading of Ordinance No. 2021-19, Comprehensive Plan Text
Amendments

Introduction:

This is a request for City Council to approve the final reading of Ordinance No. 2021-19

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Applicant Comments
Public Hearing
Discussion
Council Action

Discussion:

House Bill 59 became effective on July 1, 2021, which requires that every City and County in Florida must adopt a Private Property Rights Element. If the City does not comply, then no other future Comprehensive Plan amendments will be processed by the State or can be adopted, which most immediately would not allow the Comprehensive Plan amendments to proceed. House Bill 59 (Attachment "1") is prescriptive and outlines exactly what text must be included in the amendment.

With this new element, Mount Dora can affirm its support for the rights of all people to participate in the planning decisions you make that affect their lives and property. It is the staff's belief that the proposed Property Rights Element is comprehensive and in keeping with the new legislation's purpose and intent that governmental entities respect judicially-acknowledged and constitutionally-protected private property rights and ensure that private property rights are considered in local decision-making.

Processing an Expedited State Review Amendment takes approximately 4 to 6 months to complete the process of review by the State Land Planning Agency (163.3187 F.S.). An Expedited State Review Amendment requires a public hearing before the Local Planning Agency (Planning and Zoning Commission) and two public hearings before the City Council. Upon adoption, the City will submit a copy of the amendment to the Department of Economic Opportunity. Amendments become effective 31 days after the Department of Economic Opportunity determines the adopted amendment package is complete (subject to no Petition being filed by an affected party).

The sequence of events leading to the presentation to the City Council are as follows:

The Planning and Zoning Commission (PZC), acting as the Local Planning Agency, at their regularly scheduled meeting held on September 22, 2021, recommended approval (vote 6-0. One member absent) of Comprehensive Plan Text Amendments for the new Property Rights Element contained in the draft ordinance. Staff Note: Agenda item summary prepared in advance of the PZC meeting.

Notifications:

JPA Notice Lake County: September 3, 2021

Notice LPA/PZC: September 3, 2021

Non-Legal with Map Ad City Council Transmittal 1st Reading: September 24, 2021

Ordinance Enactment Legal Ad: TBD

Non-Legal with Map Ad City Council Adoption: TBD

Note: Publication notice is provided in Attachment "2".

Budget Impact:

There are no budgetary impacts on the City relative to the processing of the Comprehensive Plan Text Amendments.

Strategic Impact:

Comprehensive Plan Amendments are consistent with the Growth Management and Economic Development Goals of the City. GOAL 1: Economic Development

Recommendation The City Council approve the First Reading of Ordinance No. 2021-19 for Transmittal to the State Department of Economic Opportunity and hold hearing for the second reading and adoption.

Attachment(s):

1. Attachment 1 HB 59 (ADA)
2. Attachment 2 Legal Ad Publication (ADA)
3. Ord 2021-19 Comp Plan Property Rights Element.SGS

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Charles Revell, Interim City Manager

Approved - 9/28/2021

Approved - 9/28/2021

Approved - 9/29/2021

Final Approval - 9/30/2021

ENROLLED

CS/CS/CS/HB 59, Engrossed 1

2021 Legislature

1
2 An act relating to growth management; amending s.
3 163.3167, F.S.; specifying requirements for certain
4 comprehensive plans effective, rather than adopted,
5 after a specified date and for associated land
6 development regulations; amending s. 163.3177, F.S.;
7 requiring local governments to include a property
8 rights element in their comprehensive plans; providing
9 a statement of rights which a local government may
10 use; requiring a local government to adopt a property
11 rights element by the earlier of its adoption of its
12 next proposed plan amendment initiated after a certain
13 date or the next scheduled evaluation and appraisal of
14 its comprehensive plan; prohibiting a local
15 government's property rights element from conflicting
16 with the statement of rights contained in the act;
17 amending s. 163.3237, F.S.; providing that the consent
18 of certain property owners is not required for
19 development agreement changes under certain
20 circumstances; providing an exception; amending s.
21 337.25, F.S.; requiring the Department of
22 Transportation to afford a right of first refusal to
23 certain individuals under specified circumstances;
24 providing requirements and procedures for the right of
25 first refusal; amending s. 380.06, F.S.; authorizing

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26 certain developments of regional impact agreements to
27 be amended under certain circumstances; providing
28 retroactive applicability; providing a declaration of
29 important state interest; providing an effective date.

30
31 Be It Enacted by the Legislature of the State of Florida:

32
33 Section 1. Subsection (3) of section 163.3167, Florida
34 Statutes, is amended to read:

35 163.3167 Scope of act.—

36 (3) A municipality established after the effective date of
37 this act shall, within 1 year after incorporation, establish a
38 local planning agency, pursuant to s. 163.3174, and prepare and
39 adopt a comprehensive plan of the type and in the manner set out
40 in this act within 3 years after the date of such incorporation.
41 A county comprehensive plan is controlling until the
42 municipality adopts a comprehensive plan in accordance with this
43 act. A comprehensive plan for a newly incorporated municipality
44 which becomes effective ~~adopted~~ after January 1, 2016 ~~2019~~, and
45 all land development regulations adopted to implement the
46 comprehensive plan must incorporate each development order
47 existing before the comprehensive plan's effective date, may not
48 impair the completion of a development in accordance with such
49 existing development order, and must vest the density and
50 intensity approved by such development order existing on the

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effective date of the comprehensive plan without limitation or modification.

Section 2. Paragraph (i) is added to subsection (6) of section 163.3177, Florida Statutes, to read:

163.3177 Required and optional elements of comprehensive plan; studies and surveys.—

(6) In addition to the requirements of subsections (1)–(5), the comprehensive plan shall include the following elements:

(i)1. In accordance with the legislative intent expressed in ss. 163.3161(10) and 187.101(3) that governmental entities respect judicially acknowledged and constitutionally protected private property rights, each local government shall include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decisionmaking. A local government may adopt its own property rights element or use the following statement of rights:

The following rights shall be considered in local decisionmaking:

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

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76
77 2. The right of a property owner to use, maintain,
78 develop, and improve his or her property for personal
79 use or for the use of any other person, subject to
80 state law and local ordinances.

81
82 3. The right of the property owner to privacy and to
83 exclude others from the property to protect the
84 owner's possessions and property.

85
86 4. The right of a property owner to dispose of his or
87 her property through sale or gift.

88
89 2. Each local government must adopt a property rights
90 element in its comprehensive plan by the earlier of the date of
91 its adoption of its next proposed plan amendment that is
92 initiated after July 1, 2021, or the date of the next scheduled
93 evaluation and appraisal of its comprehensive plan pursuant to
94 s. 163.3191. If a local government adopts its own property
95 rights element, the element may not conflict with the statement
96 of rights provided in subparagraph 1.

97 Section 3. Section 163.3237, Florida Statutes, is amended
98 to read:

99 163.3237 Amendment or cancellation of a development
100 agreement.—A development agreement may be amended or canceled by

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101 mutual consent of the parties to the agreement or by their
102 successors in interest. A party or its designated successor in
103 interest to a development agreement and a local government may
104 amend or cancel a development agreement without securing the
105 consent of other parcel owners whose property was originally
106 subject to the development agreement, unless the amendment or
107 cancellation directly modifies the allowable uses or
108 entitlements of such owners' property.

109 Section 4. Subsection (4) of section 337.25, Florida
110 Statutes, is amended to read:

111 337.25 Acquisition, lease, and disposal of real and
112 personal property.—

113 (4) The department may convey, in the name of the state,
114 any land, building, or other property, real or personal, which
115 was acquired under subsection (1) and which the department has
116 determined is not needed for the construction, operation, and
117 maintenance of a transportation facility. When such a
118 determination has been made, property may be disposed of through
119 negotiations, sealed competitive bids, auctions, or any other
120 means the department deems to be in its best interest, with due
121 advertisement for property valued by the department at greater
122 than \$10,000. A sale may not occur at a price less than the
123 department's current estimate of value, except as provided in
124 paragraphs (a)-(d). The department may afford a right of first
125 refusal to the local government or other political subdivision

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126 in the jurisdiction in which the parcel is situated, except in a
127 conveyance transacted under paragraph (a), paragraph (c), or
128 paragraph (e). Notwithstanding any provision of this section to
129 the contrary, before any conveyance under this subsection may be
130 made, except a conveyance under paragraph (a) or paragraph (c),
131 the department shall first afford a right of first refusal to
132 the previous property owner for the department's current
133 estimate of value of the property. The right of first refusal
134 must be made in writing and sent to the previous owner via
135 certified mail or hand delivery, effective upon receipt. The
136 right of first refusal must provide the previous owner with a
137 minimum of 30 days to exercise the right in writing and must be
138 sent to the originator of the offer by certified mail or hand
139 delivery, effective upon dispatch. If the previous owner
140 exercises his or her right of first refusal, the previous owner
141 has a minimum of 90 days to close on the property. The right of
142 first refusal set forth in this subsection may not be required
143 for the disposal of property acquired more than 10 years before
144 the date of disposition by the department.

145 (a) If the property has been donated to the state for
146 transportation purposes and a transportation facility has not
147 been constructed for at least 5 years, plans have not been
148 prepared for the construction of such facility, and the property
149 is not located in a transportation corridor, the governmental
150 entity may authorize reconveyance of the donated property for no

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151 consideration to the original donor or the donor's heirs,
152 successors, assigns, or representatives.

153 (b) If the property is to be used for a public purpose,
154 the property may be conveyed without consideration to a
155 governmental entity.

156 (c) If the property was originally acquired specifically
157 to provide replacement housing for persons displaced by
158 transportation projects, the department may negotiate for the
159 sale of such property as replacement housing. As compensation,
160 the state shall receive at least its investment in such property
161 or the department's current estimate of value, whichever is
162 lower. It is expressly intended that this benefit be extended
163 only to persons actually displaced by the project. Dispositions
164 to any other person must be for at least the department's
165 current estimate of value.

166 (d) If the department determines that the property
167 requires significant costs to be incurred or that continued
168 ownership of the property exposes the department to significant
169 liability risks, the department may use the projected
170 maintenance costs over the next 10 years to offset the
171 property's value in establishing a value for disposal of the
172 property, even if that value is zero.

173 (e) If, at the discretion of the department, a sale to a
174 person other than an abutting property owner would be
175 inequitable, the property may be sold to the abutting owner for

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the department's current estimate of value.

Section 5. Paragraph (d) of subsection (4) of section 380.06, Florida Statutes, is amended to read:

380.06 Developments of regional impact.—

(4) LOCAL GOVERNMENT DEVELOPMENT ORDER.—

(d) Any agreement entered into by the state land planning agency, the developer, and the local government with respect to an approved development of regional impact previously classified as essentially built out, or any other official determination that an approved development of regional impact is essentially built out, remains valid unless it expired on or before April 6, 2018, and may be amended pursuant to the processes adopted by the local government for amending development orders. Any such agreement or amendment may authorize the developer to exchange approved land uses, subject to demonstrating that the exchange will not increase impacts to public facilities. This paragraph applies to all such agreements and amendments effective on or after April 6, 2018.

Section 6. The Legislature finds and declares that this act fulfills an important state interest.

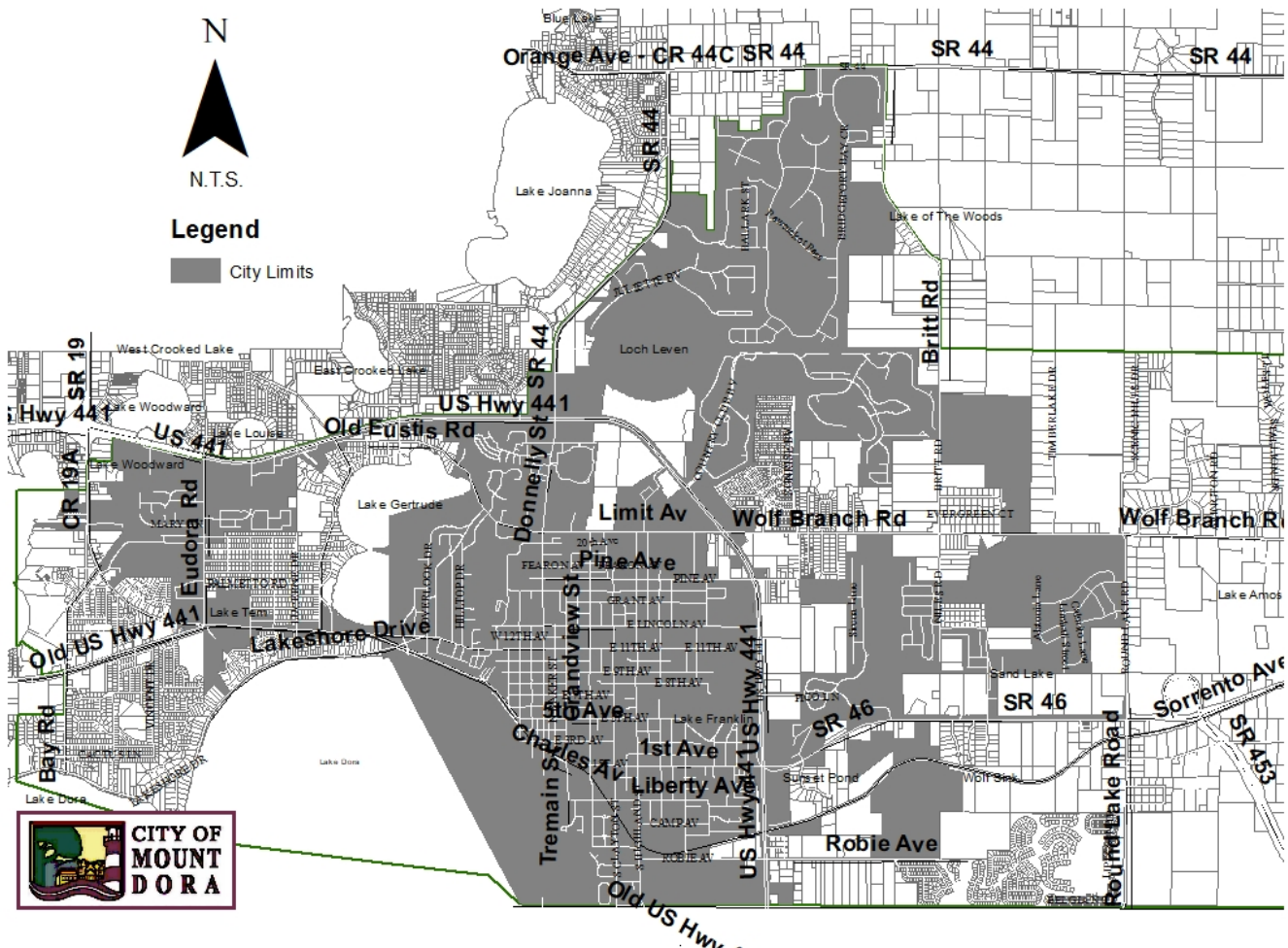
Section 7. This act shall take effect July 1, 2021.

NOTICE OF PUBLIC HEARING

COMPREHENSIVE PLAN TEXT AMENDMENT

CITY OF MOUNT DORA, FLORIDA

The City Council of the City of Mount Dora, Florida will hold a public hearing at **5:30 p.m. on Tuesday, October 5, 2021** at City Hall, 510 North Baker Street, Mount Dora, Florida to consider transmittal of changes to the City's Comprehensive Plan. The changes include text amendments to the Comprehensive Plan to adopt a new Property Rights Element. These amendments affects land (shaded areas) within the City of Mount Dora as shown in the map below:



This Amendment may be inspected by the public at the Planning and Development Department, City Hall, 510 North Baker Street, Mount Dora, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Interested parties may appear at the meeting and be heard with respect to the proposed Comprehensive Plan Amendments and the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

Notice: If any person decides to appeal any decision 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 records include the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the American with Disabilities Act persons with disabilities needing special accommodations to participate in this proceeding shall contact the Planning and Development Department no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD), or (800) 955-8770 (Voice) for assistance.

Title in 18 point
2 column, 10.5 inch; Non-legal
Publish: September 24, 2021

ORDINANCE NO. 2021-19

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE PROPERTY RIGHTS ELEMENT TEXT AMENDMENT TO THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF COMPREHENSIVE PLAN TEXT AMENDMENT; PROVIDING FOR TRANSMITTAL OF AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, LEGAL STATUS OF PLAN AMENDMENT AND INCORPORATION INTO COMPREHENSIVE PLAN.

WHEREAS, the City of Mount Dora is committed to planning and managing the future growth of the City; and

WHEREAS, Florida Statutes, Section 163.3167 requires that the City of Mount Dora maintain a Comprehensive Plan to guide its future development and growth; and

WHEREAS, effective July 1, 2021, the Florida Legislature adopted Florida Statutes, Section 163.3177(6) which requires the City of Mount Dora to include a property rights element within its Comprehensive Plan; and

WHEREAS, the City of Mount Dora has the authority to amend its Comprehensive Plan pursuant to Chapter 163, Part II, Florida Statutes; and

WHEREAS, the purpose of this Ordinance is to amend the City of Mount Dora Comprehensive Plan to include a property rights element; and

WHEREAS, the City of Mount Dora Planning Commission has been duly designated as the Local Planning Agency of the City and in such capacity held a duly noticed public hearing on September 15, 2021, to receive public comments on the proposed text amendment to the City of Mount Dora Comprehensive Plan 2045; and

WHEREAS, on October 5, 2021, the City Council conducted a duly noticed public hearing to consider the public comments and receive the recommendations of the Planning Commission.

WHEREAS, the City of Mount Dora has complied with all requirements and procedures under Florida law in adopting the subject element to the City of Mount Dora Comprehensive Plan 2045.

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

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

SECTION 2. Approval of Comprehensive Plan Text Amendment. The City of Mount Dora Comprehensive Plan 2045, enacted by Ordinance No. 2020-04 on June 16, 2020, is hereby amended to include the Property Rights Element attached hereto as **Exhibit “A”**.

SECTION 3. Transmittal of Amendments. The City Manager or a designee thereof is hereby directed to transmit the amendments to the City of Mount Dora Comprehensive Plan 2045 to all necessary reviewing agencies pursuant to Florida Statutes, Section 163.3184.

SECTION 4. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 5. Savings Clause. All prior actions of the City of Mount Dora pertaining to the City of Mount Dora Comprehensive Plan 2045, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. Non-Codification and Scrivener’s Errors. The provisions of this Ordinance shall not be codified in the City of Mount Dora Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

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

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

SECTION 9. Effective Date, Legal Status of Plan Amendment and Incorporation into Comprehensive Plan.

A. The effective date of the Comprehensive Plan Amendments adopted by this Ordinance shall be 31 days after the Florida Department of Economic Opportunity notifies the City that the plan amendment package is complete or, if timely challenged, the date the Florida Department of Economic Opportunity or the Administration Commission enters a final order determining the adopted amendments to be in compliance as set forth in Florida Statutes, Section 163.3184.

B. Upon the effective date of the Comprehensive Plan Amendments adopted by this Ordinance, said Amendments shall be incorporated into the City of Mount Dora Comprehensive Plan 2045 and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

FIRST READING: _____

SECOND READING: _____

PASSED AND ADOPTED this ____ day of _____ 2021.

CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:

JESSICA BURNHAM
CITY CLERK

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

Sherry G. Sutphen, City Attorney

EXHIBIT “A”
Property Rights Element

PROPERTY RIGHTS ELEMENT

GOAL: **To provide a framework for ensuring that private property rights are considered in the City of Mount Dora decision making process concerning land use and zoning matters.**

OBJECTIVE:

1. The City of Mount Dora will respect judicially acknowledged and constitutionally protected private property rights.

Policies:

- a. Mount Dora will consider in its decision-making the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
- b. Mount Dora will consider in its decision-making the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.
- c. Mount Dora will consider in its decision-making the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
- d. Mount Dora will Consider in its decision-making the right of a property owner to dispose of his or her property through sale or gift.



CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 5, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

SUBJECT: Final Reading of Ordinance No. 2021-13, Annexation Scott

Introduction:

This is a request for City Council to approve the final reading of Ordinance No. 2021-13.

Call Up Item

Mayor Asks Attorney to Read Ordinance by Title Only

City Manager Background

Public Hearing

Discussion

Council Action

Discussion:

Further annexation descriptions and details are contained in Attachment #1 (Annexation Summary Report). Final legal advertisements for the adoption hearing are included in Attachment #2. The applicant has petitioned the City for annexation for a parcel located on the east side of US Highway 441 and south of Natoma Boulevard. The site directly borders the city limits on the north, south, east, and west. Natoma Boulevard. The annexation will complete the existing jurisdiction enclave. The site is located in the City's Joint Planning Area (JPA) and eligible for annexation. This application is in accompaniment with a Future Land Use Map (FLUM) amendment and rezoning. The FLUM and rezoning are being processed in concert under separate requests.

The sequence of events leading to the presentation to the City Council are as follows:

The City Council, at their regularly scheduled meeting held on September 7, 2021, recommended approval of the First Reading of Ordinance No. 2020-13 and held a hearing for the Second Reading and Final adoption.

The Development Review Committee (DRC) on July 28, 2021 reviewed and recommended approval of the annexation request and recommended it to forward to the City Council.

Budget Impact:

The City's ad valorem tax base will expand as the City Limits of the City are annexed in a logical pattern. Master Fee Schedule Resolution No. 2021-05 on January 5, 2021, waiving fees as an annexation incentive program. The annexation application fee of \$2,000.00 has been waived. As of date, the City has processed a total of two (2) annexation petitions in FY20-21.

Estimated budget impacts will cost the City a total of \$1,400.00 to process this annexation (does not include City legal review fees).

Strategic Impact:

The City's annexation program is consistent with Growth Management and Economic Development Goals for continuation of annexations of areas that are logical and fill in the logical and natural boundaries of the City Limits impacts the City in a favorable manner. GOAL 1: Economic Development; Objective 1.3. Attract new commercial businesses/residential development.

Recommendation City Council approve Final Reading and Adoption of Ordinance No. 2021-13.

Attachment(s):

1. Attachment 1 Annexation Summary Report (ADA)
2. Attachment 2 Legal Ad Publications (ADA)
3. Ordinance 2021-13 (Scott Annex) Final Reading.SGS
4. Exhibit A Vicinity Map (ADA)

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Charles Revell, Interim City Manager

Approved - 9/28/2021

Approved - 9/28/2021

Approved - 9/29/2021

Final Approval - 9/30/2021



**CITY OF
MOUNT
DORA**

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
Fax: 352-735-7191

E-mail: plandev@cityofmoundora.com

ANNEXATION SUMMARY REPORT
SCOTT MARKS AND MARY L. HENSON

Report Date:

July 30, 2021

Reference/Support:

Section 1.3, *LDC*

Chapter 171, *Florida Statutes*

Mount Dora and Lake County Joint Planning Agreement (JPA)

Site Summary:

Owner: Henson M. and Mary L. Scott
 Applicant: Green Consulting Group, Inc
 Existing Use: Vacant Land
 JPA: Yes
 Proposed Use: Multiple-Family (Townhomes)
 Future Land Use: County Regional Office
 Proposed FLU: City High Density Residential (12-18 du/ac)
 Current Zoning: County Commercial C-1 and County Agriculture
 Proposed Zoning: City R-3
 City Council District: District 2
 Site Area: 15.01 acres (per survey)

Surrounding Property Table:

Direction	City/County	FLU	Zoning	Existing Use(s)
North	County	Regional Office	C-1	FDOT Stormwater Pond
North	County	Regional Office	C-1	Vacant Land
North	City	Low/Medium Density	PUD	Natoma Blvd.
South	City	Commercial	C-3	Vacant Land
South	City	Res. High	R-3	Apartment
East	City	Low/Medium Density	PUD	Duplex/Townhomes
West	City	Recreation	GB	US 441/Recreation

Analysis:

The applicant has petitioned the City for annexation for a parcel located on the east side of US Highway 441 and south of Natoma Boulevard. This application is in accompaniment with a Future Land Use Map (FLUM) amendment and rezoning (includes the adjacent parcel to the south). The applicant's proposal is for a Residential High Density Future Land Use (12-18 dwelling units per acre) and R-3 Zoning District for a proposed townhome development that will encompass over 31 acres. The FLUM and rezoning are being processed in concert under separate requests. This action is for annexation only.

The site directly borders the City limits on the north, south, east, and west. Natoma Boulevard (access to the Summerbrooke community) is located in the City Limits. The annexation will complete the existing jurisdiction enclave. The site is located in the City's Joint Planning Area (JPA) and eligible for annexation.

Notification:

JPA Notice to Lake County: July 7, 2021

Notice to Lake County BCC [Ch. 171.044(3) F.S]: August 31, 2021

Ordinance Enactment Legal Ad: September 10, 2021

Non-Legal Ad (1): September 10, 2021

Non-Legal Ad (2): September 17, 2021

Notice after adoption per 171.044(3) F.S.: Date to be scheduled

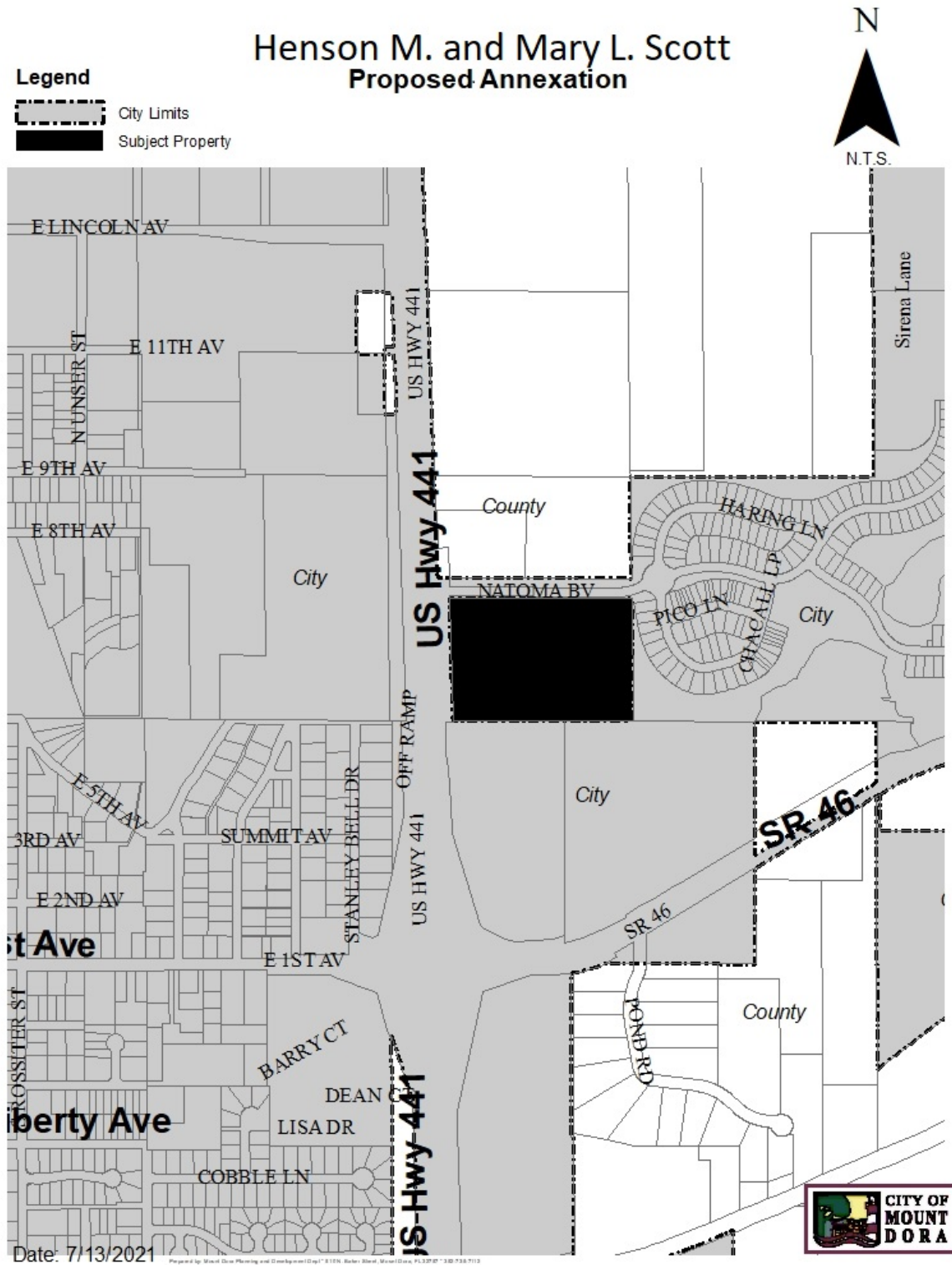
Public Hearing Schedule:

DRC: July 28, 2021

City Council 1st Reading: September 7, 2021

City Council 2nd Reading/Adoption: September 21, 2021

VICINITY MAP





**CITY OF
MOUNT
DORA**

**City of Mount Dora
Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
Fax: 352-735-7191
E-mail: plandev@cityofmoundora.com**

**VOLUNTARY ANNEXATION
APPLICATION**

Date : July 2, 2021

1. Applicant's Name: Timothy W Green
 Company's Name: Green Consulting Group, Inc
 Address: 4070 United Avenue
 City, State & Zip: Mount Dora, Florida 32757
 Phone: (352) 357-9241 E-mail: tgreen@greenconsultinggroup.com

2. Owner's Name: Henson M and Mary L Scott
 Company's Name: None
 Address: PO Box 923
 City, State & Zip: Mount Dora, Florida 32756-0923
 Phone: See Applicant E-mail: See Applicant

3. The property generally located (list adjacent streets): South of Natoma
Boulevard, East of US HWY 441

4. The address(s) of the property: 20935 US HWY 441 Mount Dora, FL 32757

5. Alt Key(s): 1446481

6. Size of property in Acres: 15.010+/- Square Feet: 653,835

7. Does property have, or will it have City Water and Sewer?
Will have City Water and Sewer

8. Does property have, or will it have Well or Septic Tank?

To be abandoned

9. Current Zoning District (County): C-1 / A

10. Future Land Use Category (County): Regional Office

11. Requested Zoning District (City): R-3

12. Requested Future Land Use Category (City): High Density Residential

13. Present use and structures on the property (list number of residential dwelling units):
One single family residence

CERTIFICATION AND SIGNATURE

By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete application submittal pursuant to the City's Land Development Code and Florida Statutes. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

Hanson Mary Sue
Owner(s) of Record Signature(s)
Mary H. Scott

July 27, 2021

Date

OWNER AUTHORIZATION FORM

I/We, Henson M Scott & Mary L Scott
(PRINT OWNER'S NAME)

as the sole or joint fee simple title holder(s) of the property described as:

20935 US Hwy 441, Mount Dora, Lake County, Florida, 32757

28-19-27-0003-000-02500

(LEGAL DESCRIPTION AND/OR PARCEL NUMBER)

authorize Timothy Green & Michael Rich to act as my agent
(PRINT AGENTS NAMES)

to seek Government Applications on the above property.

Henson M Scott
 OWNER'S SIGNATURE

12-30-20

DATE

Mary L Scott
 OWNER'S SIGNATURE

12/30/2020

DATE

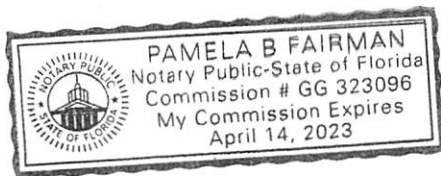
STATE OF FLORIDA
 COUNTY OF:

The foregoing instrument was acknowledged before me this 30 day of Dec, 2020
(DATE)

by Henson and Mary Scott who is personally
(NAME OF PERSON ACKNOWLEDGING)

known to me or who has produced _____ as
(TYPE OF IDENTIFICATION)

identification and who did not take an oath.



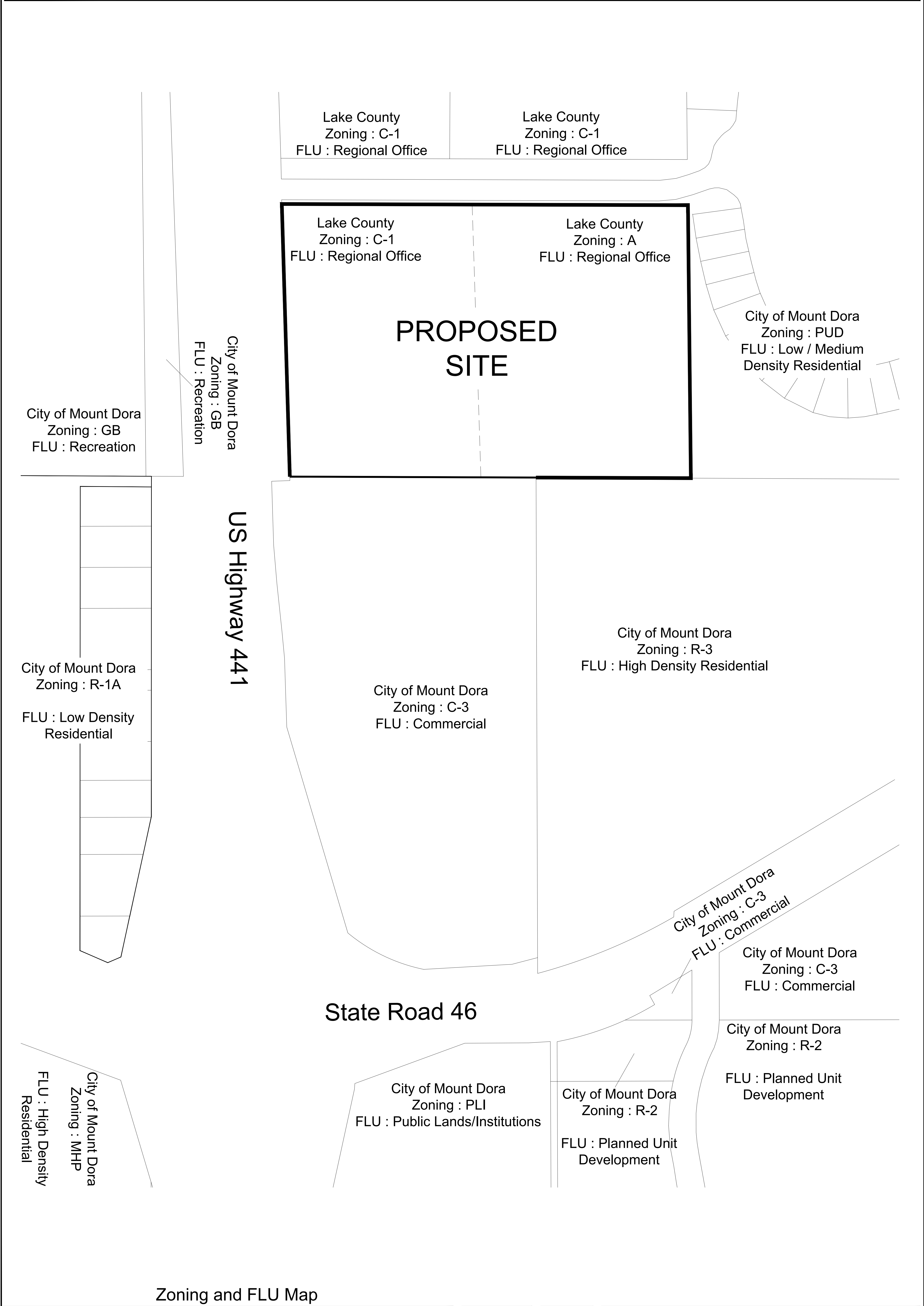
PB Fairman
 NOTARY PUBLIC, STATE OF FL

Type or Print Name:

Pamela B FAIRMAN

Commission No.: 66323096

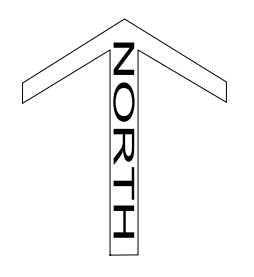
My Commission Expires: 4-14-23



Zoning and FLU Map

Elevation Development
Mount Dora, Florida

Drawing Number: 1550-01
Originated From: GIS
Date: June 29, 2021
Scale: 1" = 100'
Drawn By: PAH
Layout: 24"x36"



Green Consulting Group, Inc.
Landscape Architecture ■ Land Planning ■ Development Assistance
4070 United Avenue, Mount Dora, Florida 32757
352-357-9241 ■ Fax 352-357-9278 ■ LC26000288

(2)

THIS INSTRUMENT PREPARED BY:
 DEL G. POTTER, Esquire
 POTTER CLEMENT LOWRY & DUNCAN
 308 East Fifth Avenue
 Mount Dora, FL 32757

Doc# 2000017189
 Book: 1799
 Page: 734
 Filed & Recorded
 03/02/00 10:59:30 AM
 JAMES C. WATKINS
 CLERK OF CIRCUIT COURT
 LAKE COUNTY
 RECORDING \$ 5.00
 TRUST FUND \$ 1.00
 DEED DOC STAMP \$ 2,450.00

This Warranty Deed Made and executed the **1st** day of **March, 2000**,

by **FRED M. COMPTON and VIRGINIA T. COMPTON, his wife**, whose address is: P. O. Box 348, Mount Dora, FL 32756-0348, hereinafter called the grantor,

to **HENSON MARKS SCOTT and MARY L. SCOTT, his wife**, whose address is: P. O. Box 923, Mount Dora, FL 32756-0923, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee", include all the parties to this instrument and their heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations).

Witnesseth: That the grantor, for and in consideration of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all that certain land situate in **LAKE** County, Florida, viz:

That part of the South 666.2 feet of the SW-1/4 of the SW-1/4, in Section 28, Township 19 South, Range 27 East, lying East of the right-of-way of Highway No. 441 (State Road 500), in Lake County, Florida.

Parcel I. D. No. 2819270003-000-02500

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

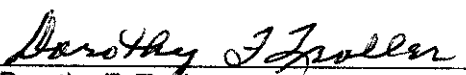
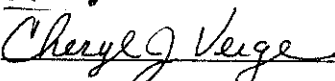
Together with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the 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; that the grantor hereby fully 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, 1999.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:


 Dorothy F. Troller

 CHERYL J. VERGE

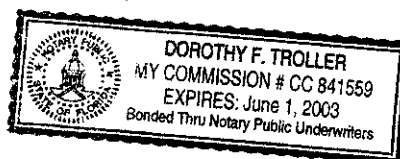

 FRED M. COMPTON

 VIRGINIA T. COMPTON

**STATE OF FLORIDA
 COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this **1st** day of **March, 2000**, by **FRED M. COMPTON and VIRGINIA T. COMPTON, his wife**, who is personally known to me ~~or who has produced~~
~~as identification.~~


 Notary Public
 My Commission Expires:



PROPERTY RECORD CARD

General Information

Name:	SCOTT HENSON M & MARY L	Alternate Key:	1446481
Mailing Address:	PO BOX 923 MOUNT DORA, FL 32756-0923 Update Mailing Address	Parcel Number: i	28-19-27-0003-000-02500
		Millage Group and City:	0002 (UNINCORPORATED)
		2020 Total Certified Millage Rate:	14.7312
		Trash/Recycling/Water/Info:	My Public Services Map i
Property Location:	20935 US HIGHWAY 441 MOUNT DORA FL 32757 Update Property Location i	Property Name:	-- Submit Property Name i
		School Information:	School Locator & Bus Stop Map i School Boundary Maps i
Property Description:	S 666.2 FT OF SW 1/4 OF SW 1/4 E OF HWY ORB 1799 PG 0734		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	STORE/RESIDENCE COMBO (1200)	0	0		17	AC	\$0.00	\$850,000.00

[Click here for Zoning Info](#) [i](#)

[FEMA Flood Map](#)

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
1799 / 734	3/1/2000	Warranty Deed	Qualified	Improved	\$350,000.00
1134 / 2042	11/1/1991	Warranty Deed	Unqualified	Improved	\$0.00

[Click here to search for mortgages, liens, and other legal documents.](#) 

Values and Estimated Ad Valorem Taxes

Values shown below are 2021 WORKING VALUES that are subject to change until certified.

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$948,388	\$427,772	\$377,772	5.03270	\$1,901.21
LAKE COUNTY MSTU AMBULANCE	\$948,388	\$427,772	\$377,772	0.46290	\$174.87
LAKE COUNTY MSTU FIRE	\$948,388	\$427,772	\$377,772	0.47040	\$177.70
SCHOOL BOARD STATE	\$948,388	\$427,772	\$402,772	3.70100	\$1,490.66
SCHOOL BOARD LOCAL	\$948,388	\$427,772	\$402,772	2.99800	\$1,207.51
LAKE COUNTY MSTU STORMWATER	\$948,388	\$427,772	\$377,772	0.49570	\$187.26
ST JOHNS RIVER FL WATER MGMT DIST	\$948,388	\$427,772	\$377,772	0.22870	\$86.40
LAKE COUNTY VOTED DEBT SERVICE	\$948,388	\$427,772	\$377,772	0.11000	\$41.55

ATTACHMENT #1

LAKE COUNTY WATER AUTHORITY	\$948,388	\$427,772	\$377,772	0.33680	\$127.23
NORTH LAKE HOSPITAL DIST	\$948,388	\$427,772	\$377,772	0.89500	\$338.11
				Total: 14.7312	Total: \$5,732.50

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data last updated on June 20, 2021.

Site Notice

ATTACHMENT #2
NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2021-13
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2021-13. The final public hearing on the ordinance will be held on Tuesday, October 5, 2021 at 5:30 p.m., or as soon thereafter as possible at the Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2021-13 is as follows:

ORDINANCE NO: 2021-13

**AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA,
PERTAINING TO THE VOLUNTARY ANNEXATION OF
PROPERTY GENERALLY LOCATED SOUTH OF NATOMA
BOULEVARD AND EAST SIDE OF US HIGHWAY 441;
PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT;
PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING
FOR EFFECT OF ANNEXATION; PROVIDING AN
AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES;
PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR
IMPLEMENTATION OF ADMINISTRATIVE ACTIONS;
PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED
CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING
FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.**

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

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

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

Published Legal Notice: September 17, 2021

Page 2 - Annexation

The proposed ordinance with complete legal description (metes and bounds) may be inspected by the public at the City Clerk's Office or the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Interested parties may appear at the above meeting and be heard with respect to the proposed ordinance.

Notice: If any person decides to appeal any decision 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 records include the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the American with Disabilities Act persons with disabilities needing special accommodations to participate in this proceeding shall contact the Planning and Development Department no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD), or (800) 955-8770 (Voice) for assistance.

Non-Legal Dates Published Twice on:

September 17, 2021

September 24, 2021

ORDINANCE NO: 2021-13

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED SOUTH OF NATOMA BOULEVARD AND EAST SIDE OF US HIGHWAY 441; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES; PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Henson Marks Scott and Mary L. Scott (Property Owner) are the fee simple owners of that property generally located south of Natoma Boulevard and on the east side of US Highway 441 in unincorporated Lake County, Florida, as depicted and identified on that map attached as **Exhibit "A"** (Property); and

WHEREAS, pursuant to Florida Statutes, Section 171.044, the Property Owner has filed a petition for annexation of the Property into the municipal limits of the City of Mount Dora; and

WHEREAS, the City has determined that the Property is located wholly within an unincorporated area of Lake County, Florida, that the Property is reasonably compact and contiguous to an incorporated area of the City of Mount Dora, Florida, that annexation of the Property otherwise fully complies with the requirements of Florida Statutes, Section 171.044, and annexation of the Property is in the best interest of the City of Mount Dora; and

WHEREAS, pursuant to Florida Statutes, Section 171.044, the City furnished the Lake County Board of County Commissioners with a copy of the notice of annexation by certified mail at least ten (10) days prior to the publication of the same; and

WHEREAS, the City has determined that all procedural and notice requirements mandated by Florida Statutes, Section 171.044, the City of Mount Dora Charter, the City of Mount Dora Code of Ordinances and all other applicable or controlling laws, related to the voluntary annexation of property, have been followed and satisfied.

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

SECTION 1. **LEGISLATIVE FINDINGS AND INTENT.** The City of Mount Dora has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. VOLUNTARY ANNEXATION. The Property generally located south of Natoma Boulevard and on the east side of US Highway 441, in unincorporated Lake County, is hereby annexed into the municipal limits of the City of Mount Dora pursuant to Florida Statutes, Section 171.044. The Property annexed is more particularly described as follows:

A parcel of land being part of the South 666.2 feet of the Southwest Quarter of the Southwest Quarter, in Section 28, Township 19 South, Range 27 East, Lying East of the right-of-way of Highway No. 441 (State Road 500), in Lake County, Florida, and being more particularly described as follows:

Beginning at the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 28, Township 19 South, Range 27 East, run thence N.89°53'30"W., a distance of 975.29 feet to a point in the East right-of-way line of Highway No. 441 (State Road No. 500), a variable width public right-of-way; thence along said East right-of-way line, N.01°39'37"W., a distance of 666.52 feet to a point in the South right-of-way line of Notoma Boulevard; thence along said South right-of-way line, S.89°53'30"E., a distance of 987.28 feet; thence leaving said South right-of-way line, S.00°37'46"E., a distance of 666.26 feet to the Point of Beginning.

All the Above Containing 15.01 Acres, More or Less.

SECTION 3. EFFECT OF ANNEXATION. On the Effective Date of this Ordinance, the property owner of the Property shall be entitled to all the rights, privileges and immunities as are from time to time granted to property owners in the City of Mount Dora, Florida, and shall be subject to the responsibilities of property ownership as may from time to time be authorized and/or adopted by the governing authority of the City of Mount Dora, Florida.

SECTION 4. AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES. City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article II, City Council, Division 2, Election of Members, Section 2.48, Creation of districts; boundaries described, City Council District Two (2) is hereby amended to include the Property, more particularly described as follows:

A parcel of land being part of the South 666.2 feet of the Southwest Quarter of the Southwest Quarter, in Section 28, Township 19 South, Range 27 East, Lying East of the right-of-way of Highway No. 441 (State Road 500), in Lake County, Florida, and being more particularly described as follows:

Beginning at the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 28, Township 19 South, Range 27 East, run thence N.89°53'30"W., a distance of 975.29 feet to a point in the East right-of-way line of Highway No. 441 (State Road No. 500), a variable width public right-of-way; thence along said East right-of-way line, N.01°39'37"W., a distance of 666.52 feet to a point in the South right-of-way line of Notoma Boulevard; thence along said South right-of-way line, S.89°53'30"E., a distance of 987.28 feet; thence leaving

said South right-of-way line, S.00°37'46"E., a distance of 666.26 feet to the Point of Beginning.

All the Above Containing 15.01 Acres, More or Less.

SECTION 5. FILING REQUIREMENTS. In accordance with Florida Statutes, Section 171.044(3), within seven (7) days of the enactment of this Ordinance, the City Clerk shall file a certified copy of this Ordinance with the Lake County Clerk of the Circuit Court, with the County Manager of Lake County, Florida and with the Florida Department of State.

SECTION 6. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance and the rezoning on the Property. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 7. SAVINGS CLAUSE. All prior actions of the City of Mount Dora pertaining to the annexation of the Property, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 8. LIMITED CODIFICATION AND SCRIVENER'S ERRORS. The provisions of this Ordinance which amend City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article II, City Council, Division 2, Election of Members, Section 2.48, Creation of districts; boundaries described, shall be codified and the sections, divisions and provisions hereof renumbered or re-lettered as deemed appropriate by the codifier. All remaining provisions of this Ordinance shall not be codified. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney may be corrected.

SECTION 9. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 10. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 11. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

Signatures on Following Page

Ordinance No. 2021-13

Page 3 of 5

FIRST READING: September 7, 2021

SECOND READING: October 5, 2021

PASSED AND ADOPTED this 5th day of October 2021.

CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:

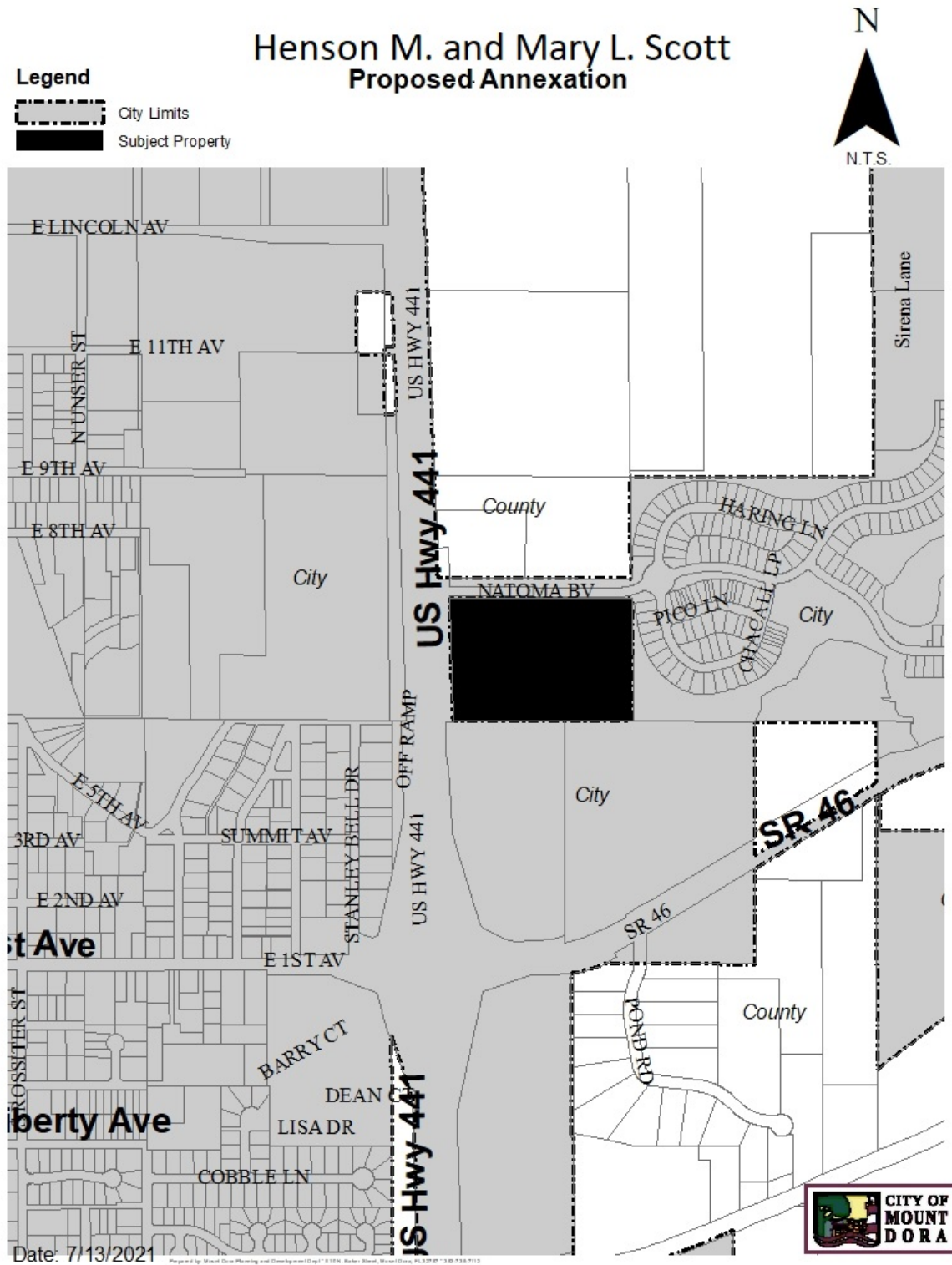
JESSICA BURNHAM
CITY CLERK

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

Sherry G. Sutphen, City Attorney

EXHIBIT “A”
Property Depiction

VICINITY MAP





CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 5, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

SUBJECT: Final Reading of Ordinance No. 2021-15, Change in Zoning Scott/Whitaker, et.al

Introduction:

This is a request for the City Council to approve final reading of Ordinance No. 2021-15.

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Public Hearing
Discussion
Council Action

Discussion:

Further rezoning descriptions and details are contained in Attachment #1 (Rezoning Summary Report). Final legal advertisements for the adoption hearing are included in Attachment #2. The applicant is requesting a change of the zoning district for approximately 30.7 acres located along the east side of US Highway 441 and north of SR 46. Fifteen of the 30.7 acres currently reside within the county and have a zoning of Agriculture and C-1. The applicant has submitted an annexation application to run concurrently with the rezoning application. The remaining 15.7 acres is under the jurisdiction of the City and is currently zoned Highway Commercial (C-3).

The proposed change in zoning is subject to annexation and Future Land Use Map amendment. The 30.7 acres proposed for rezoning is intended to be a new townhome development. The proposed use will also require a small scale Future Land Use Map Amendment as the existing county future land use of the property is Regional Office and the City has a future land use designation of Commercial.

The sequence of events leading to the presentation to the City Council are as follows:

The City Council, at their regularly scheduled meeting held on September 7, 2021, recommended approval of the First Reading of Ordinance No. 2020-15 and held a hearing for the Second Reading and Final adoption.

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on August 18, 2021, recommended approval (vote 6-0. One PZC Member was absent) the rezoning to R-3.

The Development Review Committee (DRC) on July 28, 2021 recommended approval of the change in zoning to R-3 and forwarded the same to the PZC.

Budget Impact:

There are no budgetary impacts to the City relative to the processing of the rezoning action.

Strategic Impact:

Rezoning requests which address density and intensity changes are consistent with Growth Management and Economic Development Goals to foster development and growth opportunities. GOAL 1: Economic Development; Objective 1.3. Attract new commercial businesses/residential development.

Recommendation City Council to approve Final Reading and Adoption of Ordinance No. 2021-15.

Attachment(s):

1. Attachment 1 PZC Rezoning Report (ADA)
2. Attachment 2 Ad Publications Final (ADA)
3. Ordinance 2021-15 (Scott Whitaker Rezoning)Final Reading.SGS
4. Exhibit A Vicinity Map (Rezoning) (ADA)

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Charles Revell, Interim City Manager

Approved - 9/28/2021

Approved - 9/28/2021

Approved - 9/29/2021

Final Approval - 9/30/2021



**CITY OF
MOUNT
DORA**

Planning and Development

510 N. Baker St.

Mount Dora, FL 32757

352-735-7113

Fax: 352-735-7191

E-mail: plandev@cityofmountdora.com

DATE: August 18, 2021

TO: Planning and Zoning Commission

FROM: Development Review Committee
Vince Sandersfeld, Planning Director

RE: Request for Change in Zoning from C-1/A (County) and C-3 (City) to R-3 for 30.70 Acres; South of Natoma Boulevard and East of US HWY 441 (Location); 20935 US HWY 441 (Site Address); Green Consulting Group, Inc. (Applicant); Henson M. and Mary Scott, Whitaker Cole and Jeff Schenck, Co-Trustees (Owners); Project No.: Z21-01.

Recommendation:

Staff recommends approval of the above-referenced request for change in zoning to R-3 (Multifamily Residential). Approval subject to Henson annexation and Future Land Use Map Amendment. Approval subject to Traffic Impact Analysis reviewed and accepted by the City prior to filing of the Site Plan; and the TIA addressing CHP, Inc Methodology Review Comments Memo dated July 12, 2021.

Reference/Support:

Section 3.3. LDC

Background:

Property Owners:	Henson M. and Mary L. Scott; and Whitaker Cole and Jeff Schenck, as Co-Trustees
Applicant:	Green Consulting Group, Inc. – Timothy W. Green
Alt. Key(s):	1446481 and 3826495
Existing Use:	Vacant Land
Proposed Use:	Multi-Family Residential
Proposed Zoning:	City R-3
Current Zoning:	County Agriculture, County C-1, and City Highway Commercial (C-3)
Future Land Use:	County Regional Office and City Commercial
Proposed FLU:	High Density Residential (18 dwelling units per acre)
JPA:	Yes
Overlay Zones/Areas:	Yes, Section 6.14 LDC Residential Design Standards Overlay Zoning District. <i>Staff Note: This overlay district applies only to single-family or duplex housing.</i>
Site Area:	30.706 acres

Surrounding Property Table:

<u>Direction</u>	<u>City/County</u>	<u>FLU</u>	<u>Zoning</u>	<u>Existing Use(s)</u>
North	County	Regional Office	C-1	FDOT Stormwater Pond
North	County	Regional Office	C-1	Vacant Land
North	City	Low/Medium Density	PUD	Natoma Blvd.
South	City	Commercial	C-3	Vacant Land
South	City	Res. High	R-3	Apartment
East	City	Low/Medium Density	PUD	Duplex/Townhomes
West	City	Recreation	GB	US 441/Recreation

The applicant is requesting a change of the zoning district for approximately 30.7 acres located along the east side of US Highway 441 and north of SR 46. Fifteen of the 30.7 acres currently resides within the county and has a zoning of Agriculture and C-1. The applicant has submitted an annexation application to run concurrently with the rezoning application. The remaining 15.7 acres is under the jurisdiction of the City and is currently zoned Highway Commercial (C-3).

The proposed change in zoning is subject to annexation and Future Land Use Map amendment. The 30.7 acres proposed for rezoning is intended to be a new townhome development. The proposed use will also require a small scale Future Land Use Map Amendment as the existing county future land use of the property is Regional Office and the City has a future land use designation of Commercial.

Given the impacts of the proposed change in zoning from a more intense use (C-3 and County Regional Office) and recent roadway improvements to SR 46 and US Highway 441, the traffic impact analysis will be required prior to site plan submittal. Attached is the City's traffic engineer (CPH, Inc) review comments pertaining to the traffic methodology letter. This is a normal requirement for these types of projects at this stage.

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 County has an existing Agriculture zoning and C-1 zoning on the property and the City has a current zoning as Highway Commercial (C-3). The applicant would like the ability to develop the site as a new Multifamily Development. The proposed use is allowed under the R-3 (Multifamily Residential) Zoning District. The proposed change in zoning has similar intensity/density and less impacts on City services of the underlying County Regional Office and City Commercial designations.
2. The effect of the change, if any, on the particular property and on surrounding property: The proposed City R-3 should not have a negative effect on this property nor on the surrounding property. The property to the southeast consists of the proposed zoning district (R-3). The proposed zoning is consistent with the land use pattern and character of the area. Again, as stated in previous criteria, the proposed change in zoning has similar intensity/density and less impacts on City services of the underlying County Regional Office and City Commercial designations.

3. 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 proposed R-3 zoning will require a small scale Future Land Use Map Amendment to High Density Residential. The property has conflicting land use and zoning through the County (Regional Office with Agriculture and C-1). Through the annexation process the applicant is proposing to change the zoning which will require a change to the future land use map. The change to R-3 and High Density Residential is consistent with the City's Comprehensive Plan.
4. The availability and provision of adequate services and facilities: Services and facilities are currently available to this property.
5. The impact on the natural environment: There are no adverse impacts on the natural environment as a result of this rezoning.

Notifications:

JPA Notice to Lake County: July 7, 2021

Legal Notice PZC: August 6, 2021

Notice to Surrounding Owners: August 6, 2021

Non-Legal with Map Ad City Council 1st Reading: August 27, 2021

Ordinance Enactment Legal Ad: September 10, 2021

Non-Legal with Map Ad City Council Adoption: September 10, 2021

Public Hearing Schedule:

DRC: July 28, 2021

PZC: August 18, 2021

City Council 1st Reading: September 7, 2021

City Council 2nd Reading/Adoption: September 21, 2021

Attachments:

Vicinity Map

Zoning Map

Traffic Summary

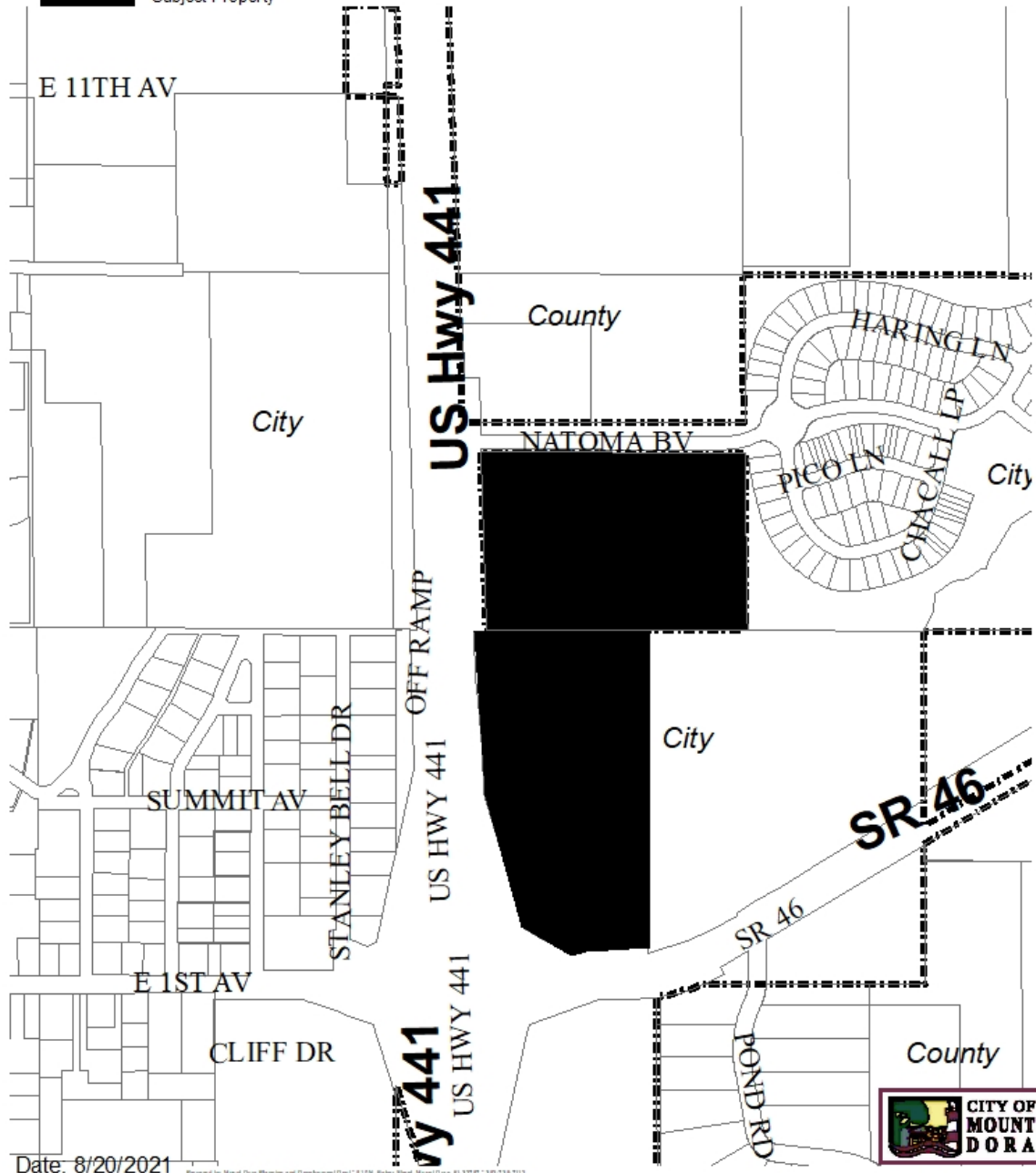
Application

VICINITY MAP

Henson M. and Mary L. Scott
 Coles Whitaker and Jeff Schenck – Co-Trustees
 (Elevation Development)
 Proposed Change in Zoning
 From: County C-1/A and City C-3
 To: City R-3

Legend

-  City Limits
-  Subject Property



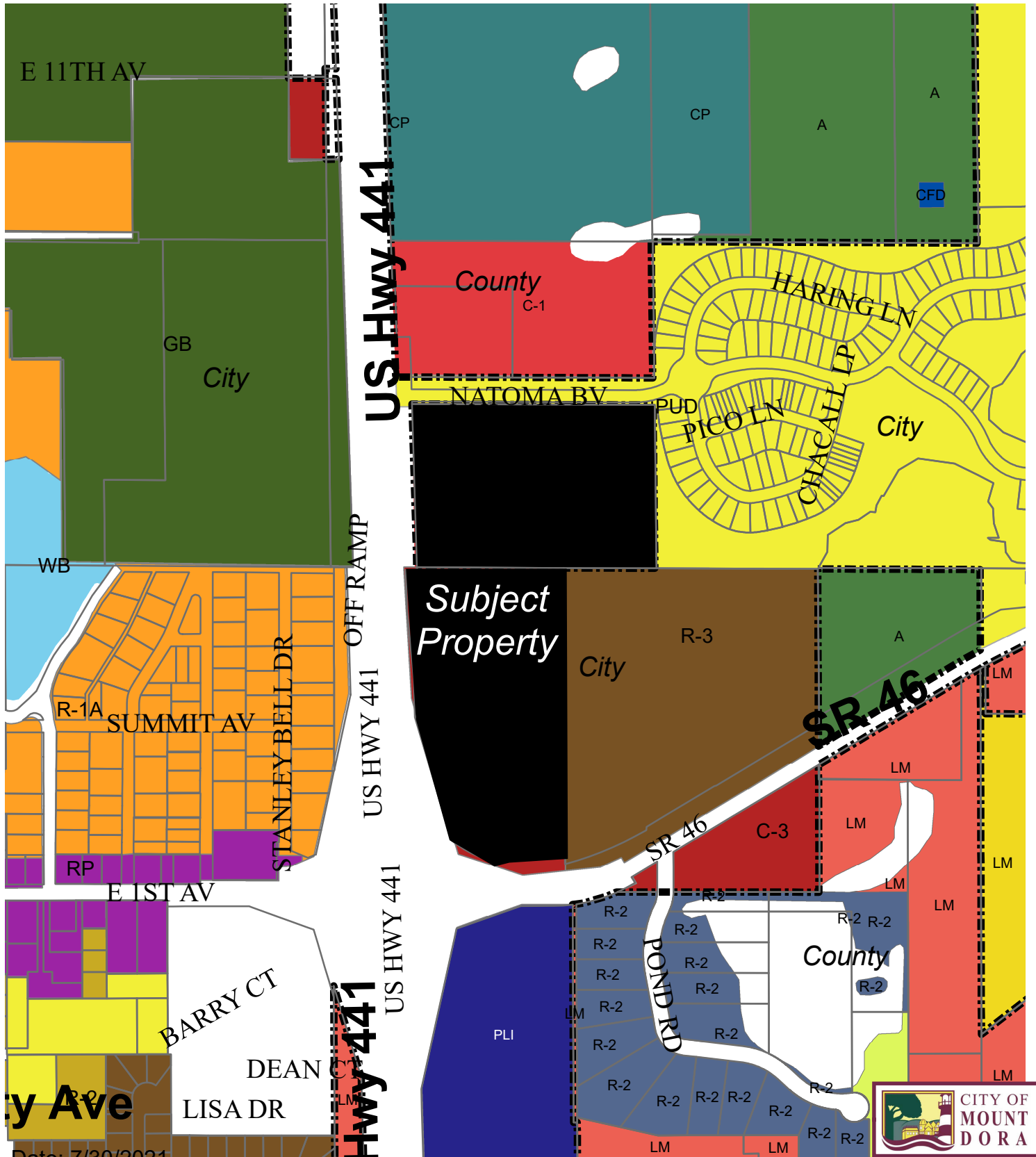


Legend



City Limits

Subject Property





Architects
Environmental
M/E/P
Surveyors

Engineers
Landscape Architects
Planners
Transportation/Traffic

5601 Mariner Street
Suite 105
Tampa, FL 33609
Phone: 813.288.0233
Fax: 813.288.0433

Memo

Date: July 12, 2021
To: Vince Sandersfeld
Organization: City of Mount Dora
From: Sandra Gorman, PE
Re: Traffic Impact Study – Proposed Methodology Letter
Mount Dora Townhomes
Kimley -Horn

As requested, CPH has reviewed the methodology statement submitted for the Traffic Impact Analysis for the proposed Mount Dora Townhomes by Kimley Horn dated July 6, 2021 and offer the following comments:

- 1) A Tier 3 Traffic Impact Study is required based upon the trip generation calculations.
- 2) Include a map highlighting the study area.
- 3) Include a table roadway characteristics and % capacity consumed for each of the regulated roadways within the study area of influence.
- 4) Please provide analysis for Existing, Background (non-project) and Future conditions. For each analysis scenario, identify any deficiencies within the analyzed intersections and roadway segments.
- 5) Please note any roadway projects within the study area that are within the first 3 years of the work program.
- 6) A queue analysis should be included in the intersection analysis to identify adequacy of existing turn lanes for existing, background and future conditions.
- 7) Background growth should be calculated using historical trends based upon FDOT data in the area. Because of Florida Executive Order #2020-91 roadway data used from the analysis should be from 2019 with the appropriate growth rate applied. For the growth rate calculations, 2019 should be the latest year used in the historical evaluation. A minimum of 2% growth rate should be used in the analysis.



If you have any questions concerning the methodology review, or would like to discuss these items in more detail, please do not hesitate to contact me.

MEMORANDUM

To: Vince Sandersfeld
City of Mount Dora Planning Director

From: James M. Taylor, P.E.
Kimley-Horn and Associates, Inc.

Date: July 6, 2021

Subject: Traffic Impact Study (TIS) Methodology
Mount Dora Townhomes

Purpose

The following is a Tier 3 Traffic Impact Study (TIS) methodology outline for the above-referenced project. The forthcoming TIS will generally conform to the methodology herein and the policies and guidelines of the City of Mount Dora. Per the City of Mount Dora Traffic Impact Study (TIS) Guidelines (March 2008), a Tier 3 TIS is required for development that generates 101 or more peak hour trips.

Project Description

The proposed development is generally located on the northeast corner of SR 46 & US 441 south of Natoma Boulevard in the City of Mount Dora, Florida. The site is currently vacant. The proposed development will consist of 260 townhomes. Access to the site will be provided via three (3) access points:

- One proposed driveway on Natoma Boulevard,
- One proposed right-in/right-out (RIRO) driveway on US 441/SR 500, and
- One existing driveway on SR 46 (shared with the existing multifamily development).

A conceptual site plan provided in **Attachment A**. Buildout of the proposed development is anticipated in the Year 2023.

Study Area

The area of influence was determined per the City of Mount Dora TIS Guidelines. The study area will include a roadway segment analysis at the following roadway segments within the area of influence (assumed one-mile radius):

- CR 46 (Sanford Road) – Highland Street to US 441
- CR 500A/5th Avenue – Old 441 to Highland Street
- CR 500A (Highland Street) – 5th Avenue to SR 46
- CR 500A/Old 441 – SR 46 to Orange County Line
- Highland Street – Limit Avenue to 5th Avenue
- SR 46 – US 441 to Vista View
- SR 46 – Vista View to Round Lake Road
- US 441/SR 500 – Wolf Branch Road to SR 46
- US 441/SR 500 – SR 46 to Orange County Line

Additionally, an operational analysis will be performed at the project driveways and the following off-site intersections, as shown in **Figure 1**:

- US 441/SR 500 & SR 46/E 1st Avenue (#1)
- US 441/SR 500 & Natoma Boulevard (#2)
- Directional U-turn on US 441 north of Natoma Boulevard (#3)
- US 441/SR 500 & Lincoln Avenue (#4)

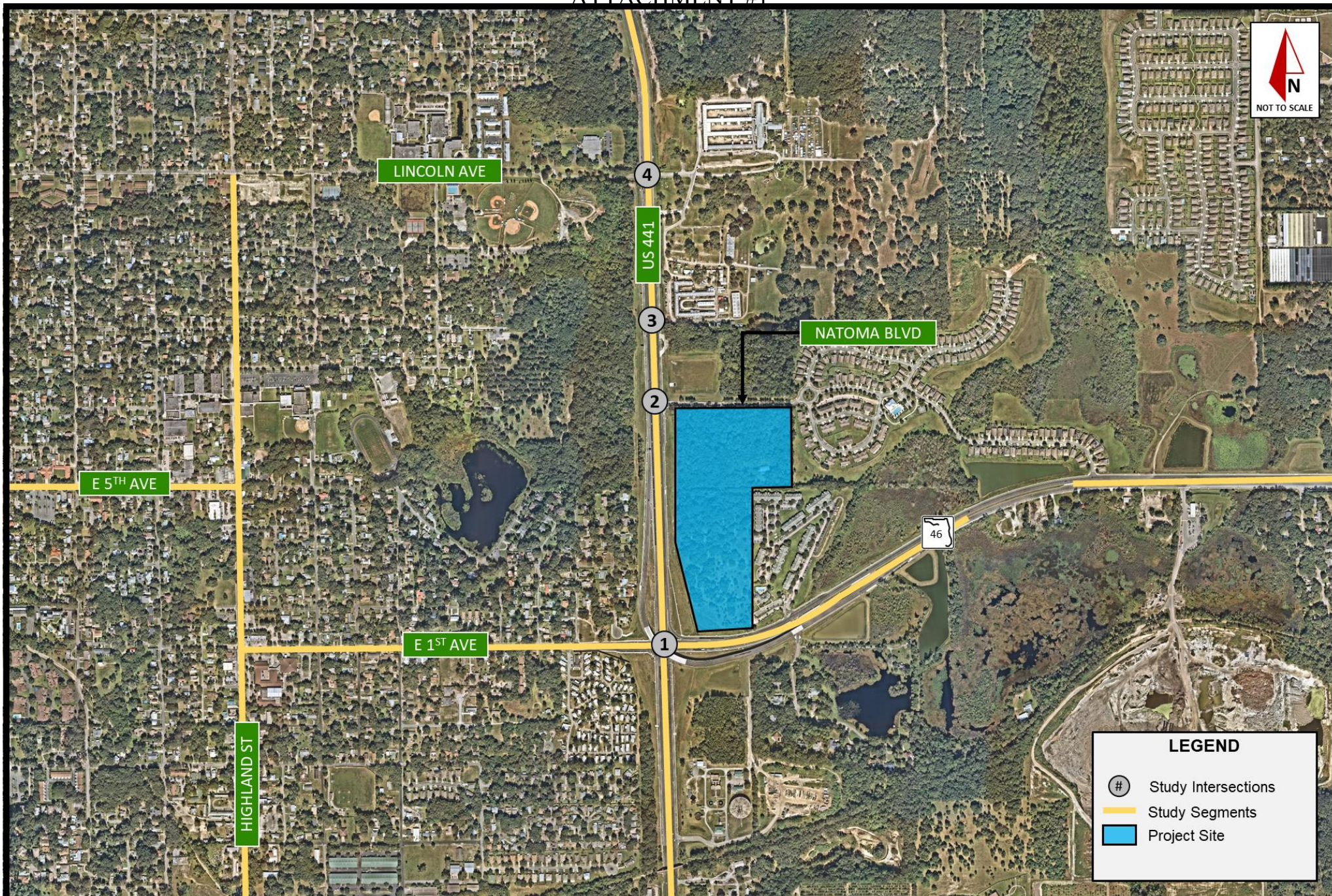


Figure 1: Project Location and Study Area
 Mt Dora Townhomes-Multifamily | Traffic Impact Study Methodology

July 2021

Page 3

Kimley»Horn

© 2021 Kimley-Horn and Associates, Inc.
 189 S Orange Ave, Suite 1000, Orlando, FL, 32801
 Phone: (407)-898-1511

Trip Generation

Trip generation rates for the proposed development at buildout were calculated using the 10th Edition of the Institute of Transportation Engineers (ITE) *Trip Generation Manual*. The following Land Use Codes (LUCs) were used for the proposed development:

- LUC 221 – Multifamily (Mid-Rise)

The proposed development is anticipated to generate approximately 1,414 Daily trips, 94 AM peak hour trips (24 in/70 out), and 114 PM peak hour trips (70 in/44 out). **Table 1** provides the Daily, AM peak hour, and PM peak hour trip generation summary for the project.

Table 1: Trip Generation Summary

Daily	Land Use	ITE LUC ¹	Size	Units	ITE Trip Rate ¹	Daily				
						Total	In ¹		Out ¹	
	Multifamily Housing (Mid-Rise)	221	260	DU	5.44	1,414	50%	707	50%	707
	Total Generated Trips					1,414	707		707	
AM Peak Hour	Land Use	ITE LUC ¹	Size	Units	ITE Trip Rate ¹	AM Peak Hour				
						Total	In ¹		Out ¹	
	Multifamily Housing (Mid-Rise)	221	260	DU	0.36	94	26%	24	74%	70
	Total Generated Trips					94	24		70	
PM Peak Hour	Land Use	ITE LUC ¹	Size	Units	ITE Trip Rate ¹	PM Peak Hour				
						Total	In ¹		Out ¹	
	Multifamily Housing (Mid-Rise)	221	260	KSF	0.44	114	61%	70	39%	44
	Total Generated Trips					114	70		44	

Notes: ¹ Vehicle trip rate and directional splits per ITE Trip Generation, 10th Edition

Trip Distribution and Trip Assignment

Projected traffic demand of project trips on study roadways will be derived with the use of the latest adopted regional travel demand model. Land use data for the project will be entered into a new traffic analysis zone (TAZ) within the Central Florida Regional Planning Model (CFRPM v6) model set and situated within the existing roadway network. The model will be used to assign trips for all trip purposes between allocated origin and destination pairs using the latest regional model data. Trip distribution for the project will be extracted from the completed model assignment and reviewed for logic.

Daily model project distribution will be referenced to manually assign project distribution at study area intersection and driveways in general accordance with model output.

Operational Analysis

AM Peak Hour (7:00 AM – 9:00 AM) and PM Peak Hour (4:00 PM – 6:00 PM) Turning Movement Counts (TMC) will be collected at the other study intersections and driveways. Existing (2021) volumes will be adjusted by applying the FDOT seasonal factor (SF) obtained from the Florida Traffic Online (FTO) database. Future background traffic volumes will be developed by applying a two percent (2%) annual growth rate to the adjusted 2021 volumes. Project trips will be assigned to background traffic according to project trip distribution. Buildout traffic volumes will be derived by adding project volumes to background volumes. Buildout is anticipated by the Year 2023.

An intersection capacity analysis will be performed using the operational analysis procedures outlined in the *Highway Capacity Manual 6th Edition*. Specifically, Synchro (v11) software will be used to evaluate existing, background, and buildout operational conditions at the study area intersections and project access points by reporting volume to capacity (v/c) ratios, level of service, and queue length demands. If necessary, mitigating measures for any operational deficiencies identified due to project traffic impact will be recommended in the TIA.

Roadway Segment Analysis

A roadway segment analysis will be performed for existing and future scenarios under daily and PM peak hour conditions. Roadway data will be obtained from Lake-Sumter Metropolitan Planning Organization (LSMPO) Congestion Management Plan (CMP) (January 2020).

Turn Lane Analysis

A turn lanes analysis will be performed at the project driveways to determine the need for auxiliary lanes. Additionally, a queueing analysis will be conducted at the turning movements with project trips to determine if the existing storage length is adequate.

Report/Conclusions

All analyses and findings will be documented in a report to be provided to the City of Mount Dora for review.

ATTACHMENT A
Conceptual Site Plan



ELEVATION DEVELOPMENT
MT.DORA, FL

SITE METRICS

SITE - +/-30.72AC

TOWNHOMES = 260

PARKING REQUIREMENTS

TOWNHOMES

2 sp/units + 1 sp/3units
= 606 spaces

PARKING PROVIDED

TOWNHOMES = 520sp

VISITORS = 126sp

TOTAL PROVIDED = 646sp

REVISION 2

DISCLAIMER

Drawings are conceptual in nature based upon preliminary data provided by the Owner. This scheme has not been vetted or presented to state, local planning or transportation agencies which will have review and permitting authority over development. ACi provides no warranty to the accurateness of the presented drawings without a updated certified site survey.

ACI ARCHITECTS COPYRIGHT 2021. ALL RIGHTS RESERVED.

This drawing is the property of ACi Architects and an instrument of service to be used by the Owner for this project.

ACi Architects
955 N Pennsylvania Ave.
Winter Park, FL 32789
P: 407.740.8405
www.acistudios.com
FL Reg. AA0002940





**CITY OF
MOUNT
DORA**

**City of Mount Dora
Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
Fax: 352-735-7191
E-mail: plandev@cityofmoundora.com**

REZONING APPLICATION

Date: July 2, 2021

1. Applicant's Name: Timothy W Green
 Company's Name: Green Consulting Group, Inc
 Address: 4070 United Avenue
 City, State & Zip: Mount Dora, Florida 32757
 Phone: (352) 357-9241 E-mail: tgreen@greenconsultinggroup.com
2. Owner's Name: Henson M and Mary L Scott| Whitaker Cole Trustee & Jeff Schenck Trustee
 Company's Name: None | None
 Address: PO Box 923 | 850 Driver Avenue
 City, State & Zip: Mount Dora, Florida 32756-0923 | Winter Park, Florida 32789,3367
 Phone: See Applicant E-mail: See Applicant
3. The property generally located and list adjacent streets: South of Natoma
Boulevard, East of US HWY 441
4. The address(s) of the property: N/A
5. Size of property in Acres: 32.68 Square Feet: 1,423,540
6. Current Zoning District: C-1 / A
7. Requested Zoning District: R-3
8. Future Land Use Category: Regional Office (Lake County) / Commercial (Mount Dora)
9. Present use and structures on the property (list number of residential dwelling units):
One Single Family Home

10. Building Size (Existing): 2,280 Sq Ft
11. Proposed use of property: High Density Residential
12. State the reason for this request, per Section 3.3 of the City's land Development Code (attached additional sheets and support data):
See attached
13. Is the proposed use permissible in the requested district? yes
14. Surrounding Future Land Use, Zoning, and Existing Use by City/County (fill-in table):

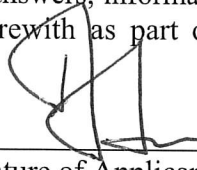
Direction	City/County	FLU	Zoning	Existing Use(s)
North	Lake County	Regional Office	C-1	FDOT Retention
South	Mount Dora	PLI	PLI	WWTP
East	Mount Dora	HR & L/MR	R-3 & PUD	MF Residential
West	Mount Dora	LR & Rec	R-1A & GB	SF Residential & Park

(districts/categories may be abbreviated)

CERTIFICATION AND SIGNATURE

AFFIDAVIT

I, Timothy W Green, being first duly sworn, depose and say that I apply for the request contained herein, and that all answers, information, sketches, data and other supplementary matter attached to or included herewith as part of this application, are accurate and true to the best on my knowledge and belief.



Signature of Applicant

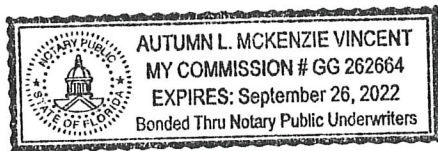
Timothy W Green

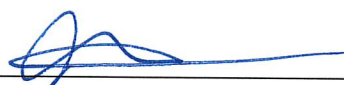
Print or Type Name

STATE OF FLORIDA
COUNTY OF LAKE
CITY OF MOUNT DORA

The foregoing instrument was acknowledged before me this 1st day of July 20 21 by Timothy W Green who is personally known to me or who has produced _____ as identification and who did _____ or did not ✓ take an oath.

SEAL:





Notary Public

Autumn McKenzie Vincent

Print or Type Name

OWNER AUTHORIZATION FORM

I/We, Cole Whitaker & Jeff Schenck

(PRINT OWNER'S NAME)

as the sole or joint fee simple title holder(s) of the property described as:

US Hwy 441, Mount Dora, Lake County, Florida, 3275733-19-27-2200-000-00B00

(LEGAL DESCRIPTION AND/OR PARCEL NUMBER)

authorize Timothy Green & Michael Rich to act as my agent

(PRINT AGENTS NAMES)

to seek Government Applications on the above property.

OWNER'S SIGNATURE

12/28/2020
DATE

OWNER'S SIGNATURE

DATE

STATE OF FLORIDA
COUNTY OF:The foregoing instrument was acknowledged before me this 20th day of December, 2020
(DATE)by Cole Whitaker who is personally
(NAME OF PERSON ACKNOWLEDGING)known to me or who has produced _____ as
(TYPE OF IDENTIFICATION)

identification and who did not take an oath.

Quinn Wash
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG298280
Expires 4/9/2023Quinn Wash
NOTARY PUBLIC, STATE OF Florida
Type or Print Name:Commission No.: GG298280My Commission Expires: 4/9/2023

OWNER AUTHORIZATION FORM

I/We, Henson M Scott & Mary L Scott
(PRINT OWNER'S NAME)

as the sole or joint fee simple title holder(s) of the property described as:

20935 US Hwy 441, Mount Dora, Lake County, Florida, 32757

28-19-27-0003-000-02500

(LEGAL DESCRIPTION AND/OR PARCEL NUMBER)

authorize Timothy Green & Michael Rich to act as my agent
(PRINT AGENTS NAMES)

to seek Government Applications on the above property.

Henson M Scott
 OWNER'S SIGNATURE

12-30-20
 DATE

Mary L Scott
 OWNER'S SIGNATURE

12/30/2020
 DATE

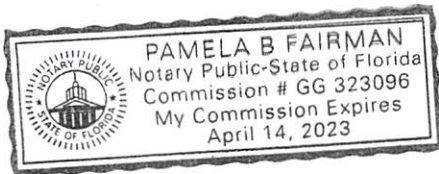
STATE OF FLORIDA
 COUNTY OF:

The foregoing instrument was acknowledged before me this 30 day of Dec, 2020
(DATE)

by Henson and Mary Scott who is personally
(NAME OF PERSON ACKNOWLEDGING)

known to me or who has produced _____ as
(TYPE OF IDENTIFICATION)

identification and who did not take an oath.



PB Fairman
 NOTARY PUBLIC, STATE OF FL
 Type or Print Name: Pamela B FAIRMAN
 Commission No.: 66323096
 My Commission Expires: 4-14-23

OWNER AUTHORIZATION FORM

I/We, Cole Whitaker & Jeff Schenck
(PRINT OWNER'S NAME)

as the sole or joint fee simple title holder(s) of the property described as:

US Hwy 441, Mount Dora, Lake County, Florida, 32757

33-19-27-2200-000-00B00

(LEGAL DESCRIPTION AND/OR PARCEL NUMBER)

authorize Timothy Green & Michael Rich to act as my agent
(PRINT AGENTS NAMES)

to seek Government Applications on the above property.

OWNER'S SIGNATURE

DATE

OWNER'S SIGNATURE

DATE

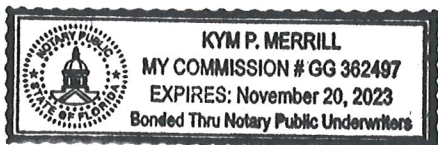
STATE OF FLORIDA
 COUNTY OF:

The foregoing instrument was acknowledged before me this 28 day of Dec, 2020
(DATE)

by Jeffrey C. Schenck who is personally
(NAME OF PERSON ACKNOWLEDGING)

known to me or who has produced _____ as
(TYPE OF IDENTIFICATION)

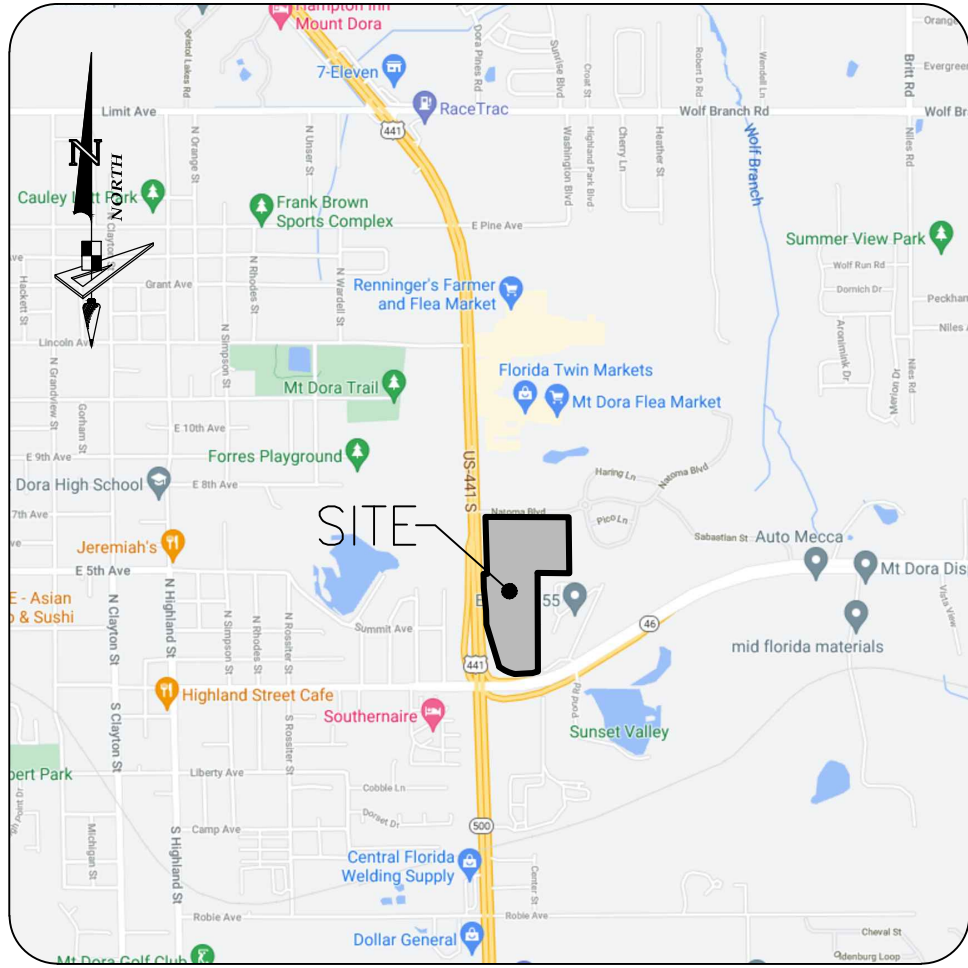
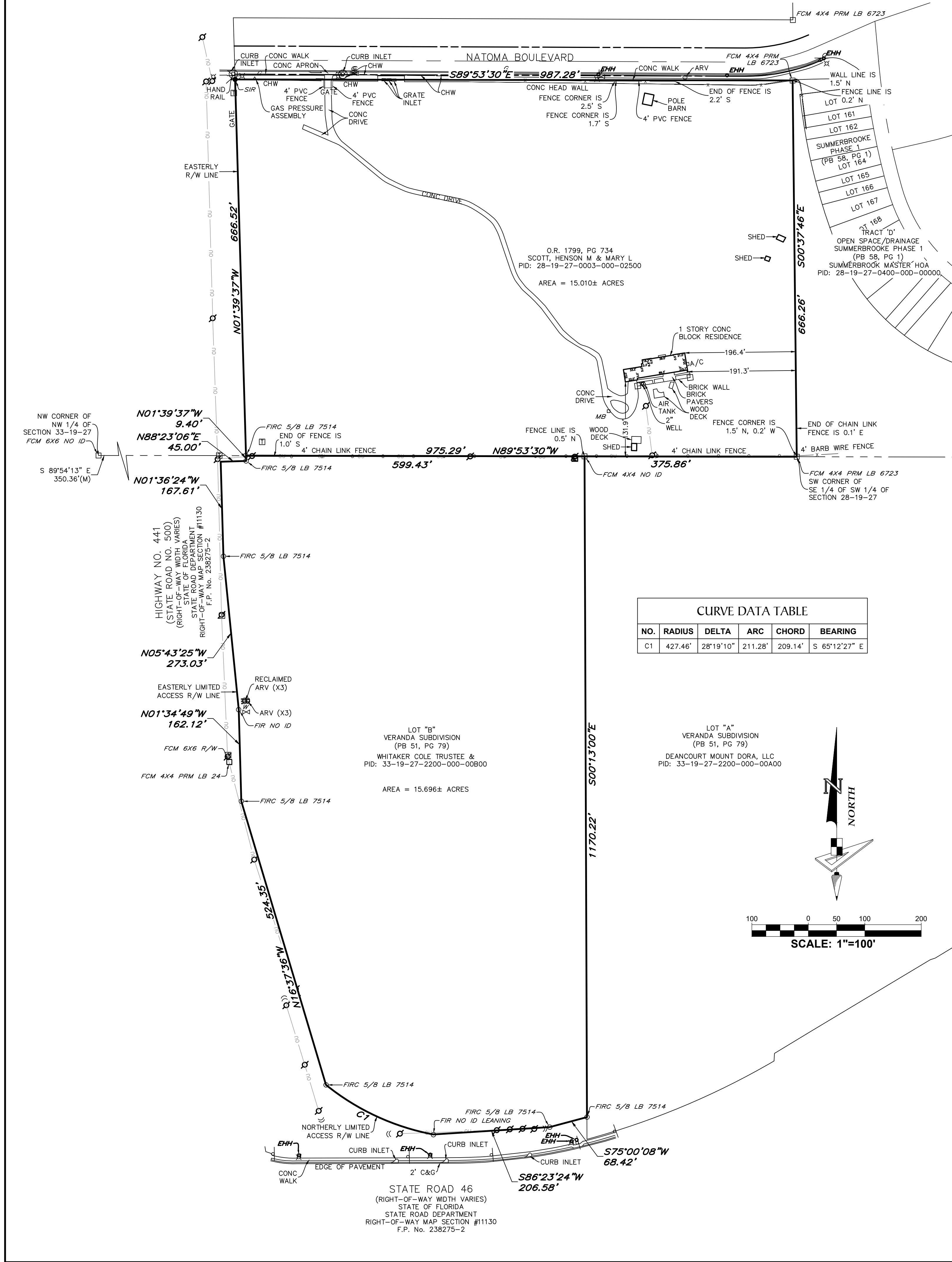
identification and who did not take an oath.



NOTARY PUBLIC, STATE OF Florida
 Type or Print Name:

Commission No.: GG 362497

My Commission Expires: 11/20/23



Vicinity Map
Not to Scale

CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	427.46'	28°19'10"	211.28'	209.14'	S 65°12'27" E

SURVEYOR'S NOTES:

- Current title information on the subject property had not been furnished to GeoPoint Surveying, Inc. at the time of this survey, and is subject to title review and/or abstract. GeoPoint Surveying, Inc. makes no representations or guarantees pertaining to easements, rights-of-way, set back lines, reservations, agreements, and other similar matters.
- This survey is limited to above ground visible improvements along and near the boundary lines, except as shown hereon, and that nothing below the ground was located including, but not limited to foundations (footings), utilities, etc.
- Bearings shown hereon are based on the Easterly Right-of-way line of Highway Number 441 (State Road 500), having a Grid bearing of N.01°38'06"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the East Zone of Florida.
- This survey is intended to be displayed at 1" = 100'.
- All dimensions, unless otherwise noted, are survey dimensions.
- Additions or Deletions to survey maps or reports by other than the signing party or parties is prohibited without the written consent of the signing party or parties.
- The subject parcel lies in Flood Zone "X", according to Flood Insurance Rate Map, Map No. 12069C0390E for Lake County, City of Mount Dora Community No. 120137 and Lake County Community No. 120421, Lake County, Florida, dated December 18, 2012 and issued by the Federal Emergency Management Agency.
- Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing hereon shall be construed to give any rights or benefits to anyone other than those certified to.
- On this drawing, certify means to state or declare a professional opinion of conditions regarding those findings or facts which are the subject of the certification and does not constitute a warranty or guarantee, either implied or expressed. This certification is only for the lands as described. This certification is not a certificate of title, easements, zoning, or freedom of encumbrances.
- The lands described hereon may contain lands that are considered environmentally sensitive wetlands that are subject to claim or restriction by one or more of the following agencies: Army Corp. of Engineers, Southwest Florida Water Management District (S.W.F.W.M.D.), or Department of Environmental Protection (D.E.P.). Wetland lines and areas, if any, are not shown hereon.

DESCRIPTION:

Official Records Book 1799, Page 734:

That part of the South 666.2 feet of the SW-1/4 of the SW-1/4, in Section 28, Township 19 South, Range 27 East, lying East of the right-of-way of Highway No. 441 (State Road 500), in Lake County, Florida.

Official Records Book 5696, Page 1709

DESCRIPTION:

All of Lot "B", Veranda Subdivision, according to the plat recorded in Plat Book 51, Page 79, Public Records of Lake County, Florida. (Being a portion of the lands described in Official Records Book 932, Page 233, Public Records of Lake County, Florida.)

EXCEPT THE FOLLOWING PARCELS:

SECTION 11130
F.P. No. 238275-2

PART A:

COMMENCE at a 3" diameter Concrete Monument with a nail and disk marked "RLS 1916" marking the Southwest Corner of the Northwest Quarter of Section 33, Township 19 South, Range 27 East, Lake County, Florida as shown on Florida Department of Transportation Right of Way Map, Section 11130, FP No 238275-2; thence North 89°48'50" East, along the South line of the Northwest 1/4 of said Section 33, a distance of 248.74 feet to a point on the Centerline of Survey of State Road 500 at Station 1269+04.13, as shown on said Right of Way Map; thence departing said South line, North 01°40'44" West along said Centerline, 1328.61 feet to the intersection with the Centerline of Survey of State Road 46, Station 35+74.01, as shown on said Right of Way Map; thence departing said Centerline of State Road 500 North 89°51'34" East along said Centerline of State Road 46, a distance of 684.47 to Station 42+58.48 and the beginning of a curve, concave Northwesterly and having a radius of 573.36 feet, a chord bearing of North 87°31'50" East and a chord distance of 46.60 feet; thence Easterly along the arc of said curve a distance of 46.61 feet to Station 43+05.09 at the intersection of a Southerly projection of the West line of Lot A, Veranda Subdivision as per map recorded in Plat Book 51, Page 79 of said Public Records; thence departing said Centerline North 00°13'15" West along said Southerly projection, 78.25 feet to a point on the Existing Right of Way Line of State Road 46 as shown on said Right of Way Map and the POINT OF BEGINNING; thence departing said West line of Lot A and the Southerly projection thereof, South 83°33'02" West along said Existing Right of Way Line, 182.02 feet to the beginning of the Existing Limited Access Right of Way Line of the State Road 46 and State Road 500 interchange, as shown on said Right of Way Map; thence North 72°07'54" West along said Existing Limited Access Right of Way Line, 276.38 feet; thence North 16°38'04" West along said Existing Limited Access Right of Way Line, 64.54 feet to a point on a curve, concave Northeasterly and having a radius of 427.46 feet, a central angle of 28°19'09", a chord bearing of South 65°12'27" East and a chord distance of 209.13 feet; thence departing said Existing Limited Access Right of Way Line and from a tangent bearing of South 51°02'53" East, run Southeasterly along the arc of said curve, 211.28 feet to a point of non-tangency; thence North 86°23'24" East, 206.58 feet; thence North 75°00'08" East, 68.42 feet to a point on the West line of said Lot A; thence South 00°13'15" East along said West line, 69.21 feet to the POINT OF BEGINNING. CONTAINING 21,407 square feet, more or less.

RETAINING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW ALONG THE NORTHERLY LINE OF SAID PART AND AS SHOWN ON SAID RIGHT OF WAY MAP.

PART B

COMMENCE at a 3" diameter Concrete Monument with a nail and disk marked "RLS 1916" marking the Southwest Corner of the Northwest 1/4 of Section 33, Township 19 South, Range 27 East, Lake County, Florida, as shown on Florida Department of Transportation Right of Way Map, Section 11130, FP No 238275-2; thence North 89°48'50" East, along the South line of the Northwest 1/4 of said Section 33, a distance of 248.74 feet to a point on the Centerline of Survey of State Road 500 at Station 1269+04.13, as shown on said Right of Way Map; thence departing said South line, North 01°40'44" West along said Centerline, 1328.61 feet to the intersection with the Centerline of Survey of State Road 46, Station 35+74.01, as shown on said Right of Way Map; thence departing said Centerline of State Road 500 North 89°51'34" East along said Centerline of State Road 46, a distance of 684.47 to Station 42+58.48 and the beginning of a curve, concave Northwesterly, having a radius of 573.36 feet, a central angle of 04°39'28", a chord bearing of North 87°31'50" East and a chord distance of 46.60 feet; thence along said Centerline and Easterly along the arc of said curve, 46.61 feet to the intersection of a Southerly projection of the West line of Lot "A", Veranda Subdivision, per map recorded in Plat Book 51, Page 79 of said Public Records; thence departing said Centerline, North 00°13'15" West along said Southerly projection, 78.25 feet to a point on the Existing R/W Line of State Road 46, as shown on said Right of Way Map; thence departing said West line and Southerly extension thereof, South 83°33'02" West along said Existing Right of Way Line, 182.02 feet to the beginning of the Existing Limited Access Right of Way Line of the State Road 46 and State Road 500 interchange, as shown on said Right of Way Map; thence North 72°07'54" West along said Existing Limited Access Right of Way Line, 276.38 feet; thence North 16°38'04" West along said Existing Limited Access Right of Way Line, 64.54 feet to the End of said Existing Limited Access Right of Way Line; thence continue North 01°40'44" West along the Existing R/W Line for State Road 500, as shown on said Right of Way Map, 82.38 feet; thence departing said Existing Right of Way Line, South 05°40'11" East, 82.58 feet to a point henceforth known as POINT "B"; thence continue South 05°40'11" East, 190.43 feet to a point at Station 1291+09.64 and 139.00 feet East of, when measured perpendicular from the Centerline of Survey of State Road 500, as shown on said Right of Way Map; thence South 01°40'44" East along a line parallel and 139.00 feet East of said Centerline, 162.12 feet to a point on said Existing Limited Access Right of Way Line henceforth know as POINT "A"; thence departing said parallel line, North 16°38'04" West along said Existing Limited Access Right of Way Line, 73.62 feet to the POINT OF BEGINNING.

CONTAINING 4,992 square feet, more or less.

RETAINING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW ALONG THE LINE BETWEEN POINTS 'A' AND 'B' DESCRIBED ABOVE AND SHOWN ON SAID RIGHT OF WAY MAP.

(All of the above being a portion of the lands described in Official Records Book 4852, Page 31, Public Records of Lake County, Florida.)

LEGEND

O.R. ----- Official Records Book	① ----- Storm Drainage Manhole
PB ----- Plat Book	TSP ----- Traffic Signal Post
PG ----- Page(s)	TS ----- Traffic Signal Box
(P) ----- Plat Data	⊥ ----- Sign
S.W.F.W.M.D. ----- Southwest Florida Water Management District	MB ----- Mail Box
SIR ----- Set 1/2" Iron Rod LB7768	⊠ ----- Electric Pedestal
SMGD ----- Set Mag Nail & Disk LB7768	⊠ ----- Cable Pedestal
FIR ----- Found Iron Rod	⊠ ----- Telephone Pedestal
FCM ----- Found Concrete Monument	⊠ ----- Fiber Optic Pedestal
P.R.M. ----- Permanent Reference Monument	⊠ ----- Water Meter
R/W ----- Right-of-way	⊠ ----- Buried Gas Warning Marker
R.P.E. ----- Reserved Perimeter Easement	⊠ ----- Water Gate Valve
L.B.E. ----- Landscape Buffer Easement	EH ----- Electric Handhole
CCR ----- Certified Corner Record	⊠ ----- Gas Gate Valve
ARV ----- Air Release Valve	ICV ----- Irrigation Control Valve
BFP ----- Back Flow Preventer	⊠ ----- Light Pole
TRANS ----- Transformer	⊠ ----- Guy Anchor
RCP ----- Reinforced Concrete Pipe	⊠ ----- Power Pole
INV ----- Invert	
EL ----- Elevation	
CONC ----- Concrete	
C&G ----- Curb & Gutter	

PROJECT: BOUNDARY SURVEY PHASE: JUNIPER VILLAGE-MT DORA DRAWN: MRC [DATE: 07/14/21] CHECKED BY: DWM P.CHIEF: AW FIELD BOOK: CF-18-2021 DATA FILE: MT-DORA-ALTA(US88)AW	SURVEYOR'S CERTIFICATION I DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS STATED IN RULES 5J-17.051, 5J-17.052, AND 5J-17-053, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.	DATE OF LAST FIELD SURVEY: July 01, 2021
REVISIONS DATE DESCRIPTION DRAWN BY		NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
David W. Maxwell FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS7311		
FILE PATH: \\10.1.5.10CENTRAL.FLORIDA.PROJECTS\JUNIPER VILLAGE-MT DORA\SURVEY\JUNIPER VILLAGE-MT DORA_BS.DWG PLOTTED BY: DAVID MAXWELL ON: 7/14/2021 4:21 PM LAST SAVED BY: DMAXWELL ON: 7/14/2021 4:20 PM		

Boundary Survey

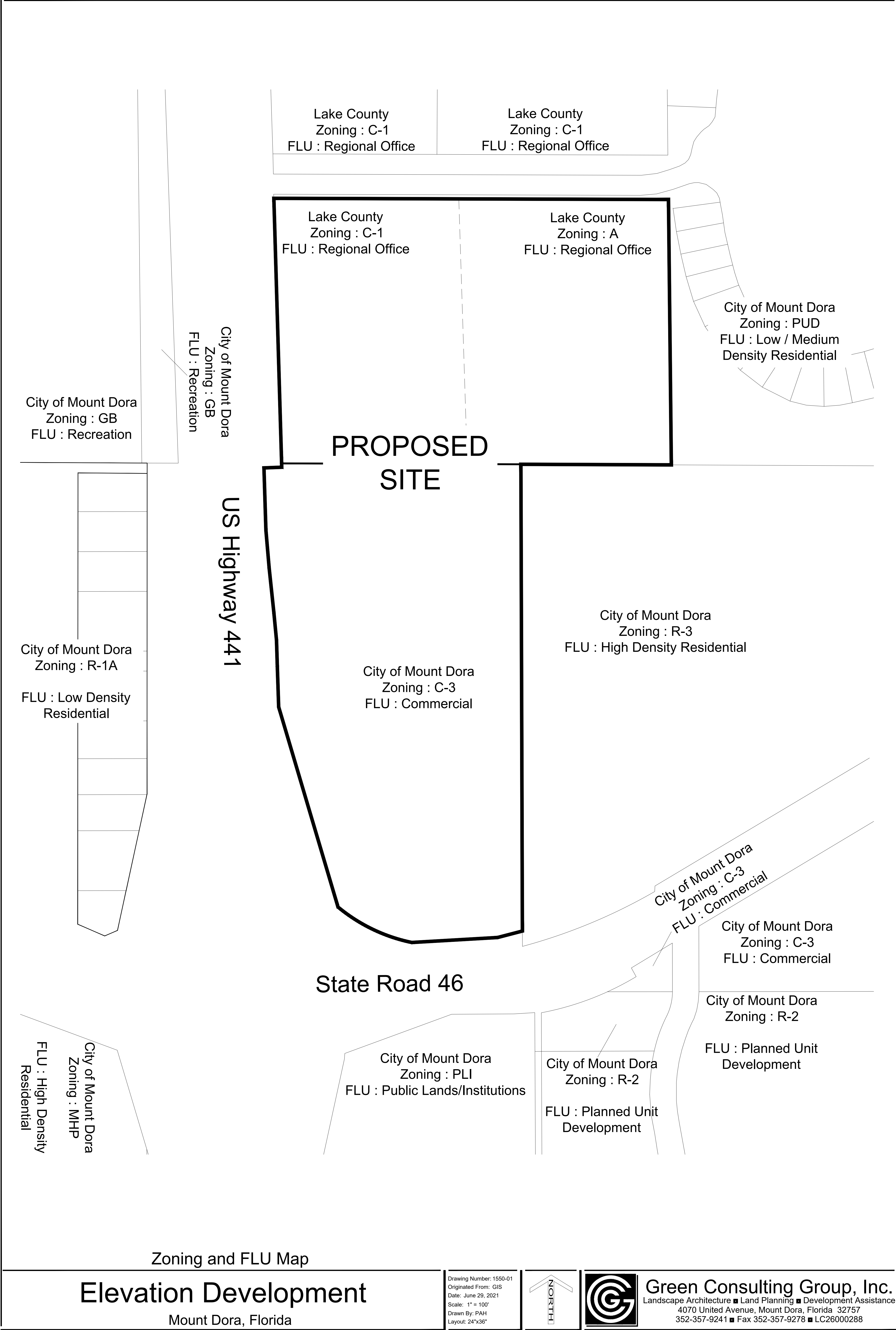
PREPARED FOR
Elevation Development, LLC

LOCATED IN
Section 28, Township 19 S., Range 27 E.
Lake County, Florida



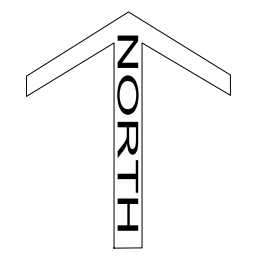
www.geopointsurvey.com Fax: (813) 248-2266
Licensed Business No.: LB 7768

SHEET NUMBER: 01 of 01



Elevation Development
Mount Dora, Florida

Drawing Number: 1550-01
Originated From: GIS
Date: June 29, 2021
Scale: 1" = 100'
Drawn By: PAH
Layout: 24"x36"



Green Consulting Group, Inc.
Landscape Architecture ■ Land Planning ■ Development Assistance
4070 United Avenue, Mount Dora, Florida 32757
352-357-9241 ■ Fax 352-357-9278 ■ LC26000288

ATTACHMENT #2
NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2021-15
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2021-15. The final public hearing on the ordinance will be held on Tuesday, October 5, 2021 at 5:30 p.m., or as soon thereafter as possible at the Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2021-15 is as follows:

ORDINANCE NO: 2021-15

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY GENERALLY LOCATED SOUTH OF NATOMA BOULEVARD AND ON THE EAST SIDE OF US HIGHWAY 441; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE; PROVIDING FOR OFFICIAL ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

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

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

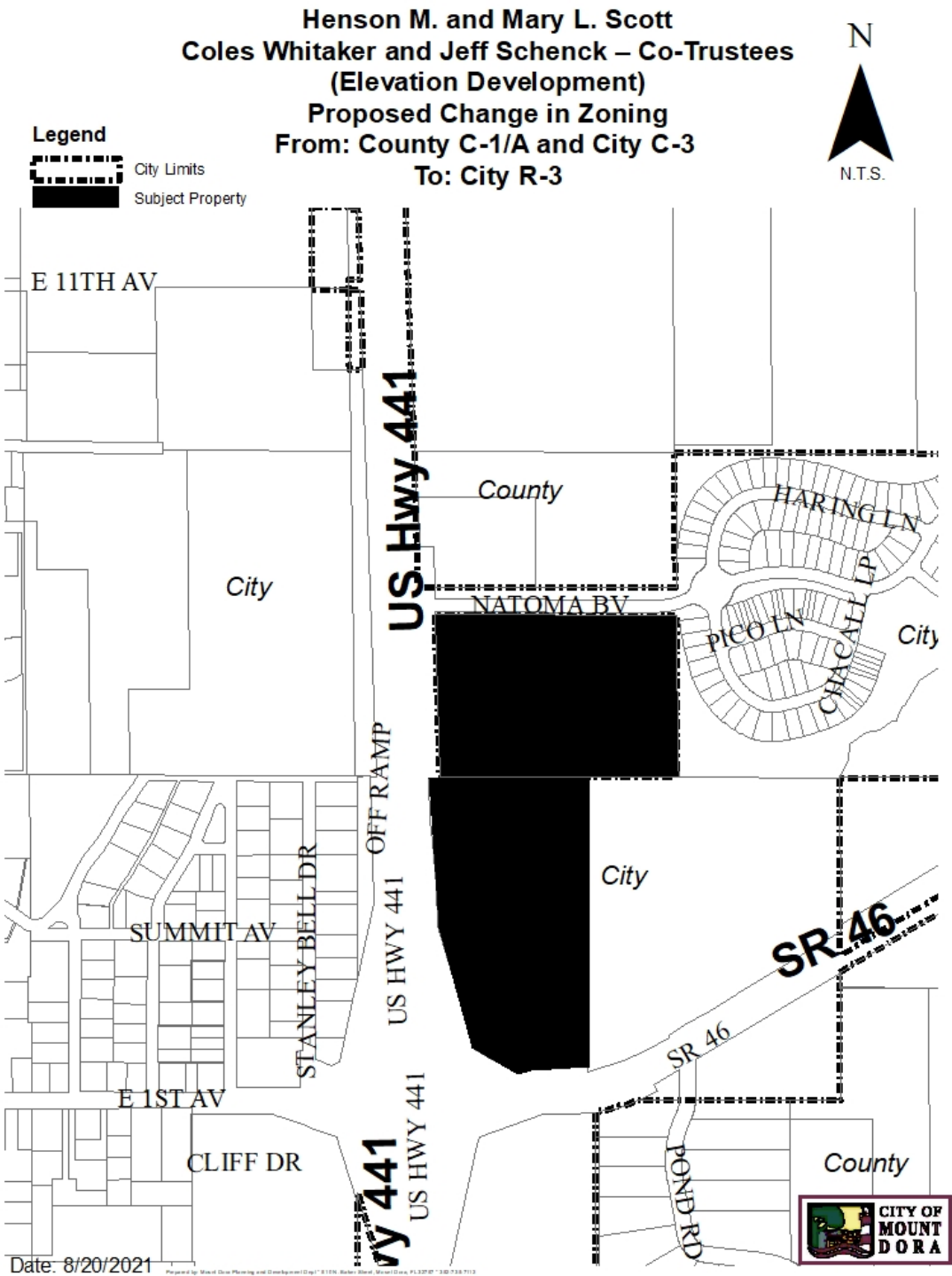
Published Legal Notice: September 17, 2021

NOTICE OF ZONING CHANGE
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to adopt the following Ordinance No. 2021-15 for the lands within the area shown in the map in this advertisement.

ORDINANCE NO: 2021-15

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY GENERALLY LOCATED SOUTH OF NATOMA BOULEVARD AND ON THE EAST SIDE OF US HIGHWAY 441; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE; PROVIDING FOR OFFICIAL ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



VICINITY MAP

A final public hearing on the change in zoning will be held on **Tuesday, October 5, 2021 at 5:30 p.m.**, or as soon thereafter as possible at the Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida.

Interested parties may appear at the above meeting and be heard with respect to the proposed rezoning.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The proposed ordinance may be inspected by the public at the Planning and Development Department, City Hall, 510 North Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decision 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 records include the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the American with Disabilities Act persons with disabilities needing special accommodations to participate in this proceeding shall contact the Planning and Development Department no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD), or (800) 955-8770 (Voice) for assistance.

Title in 18 point
2 column, 10.5 inch; Non-legal
Publish Date: September 17, 2021

ORDINANCE NO: 2021-15

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY GENERALLY LOCATED SOUTH OF NATOMA BOULEVARD AND ON THE EAST SIDE OF US HIGHWAY 441; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE; PROVIDING FOR OFFICIAL ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Henson Marks Scott and Mary L. Scott and Coles Whitaker and Jeff Schenck, Co-Trustees (Property Owner) submitted an application to the City of Mount Dora requesting a zoning district classification change and a Zoning Map amendment for that property located south of Natoma Boulevard and on the east side of US Highway 441, as depicted in **Exhibit “A”** (Property); and

WHEREAS, the requested zoning district classification change and Zoning Map amendment are consistent with the City of Mount Dora Comprehensive Plan 2045 and meet the criteria established by Florida Statutes, Chapter 166; and

WHEREAS, pursuant to applicable law, notice has been given to Lake County and to the public by publication in a newspaper of general circulation in the City; and

WHEREAS, on August 18, 2021, the City of Mount Dora Planning and Zoning Commission approved the proposed zoning district classification change and Zoning Map amendment Ordinance; and

WHEREAS, the City of Mount Dora held a duly noticed public hearing on the proposed zoning district classification change for the Property to R-3 (Multifamily Residential), considered the findings and advice of staff and considered the written information, oral comments and supporting data and analysis provided by members of the public and all interested parties; and

WHEREAS, the City of Mount Dora hereby finds that the requested zoning district classification change and Zoning Map amendment serves a legitimate public purpose and is in the best interest of the health, safety and welfare of the citizens of the City of Mount Dora, Florida.

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

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City of Mount Dora has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. ZONING DISTRICT CLASSIFICATION CHANGE. Pursuant to City of Mount Dora Land Development Code, Chapter III, the Property as more particularly described below is hereby rezoned and assigned the R-3 (Multifamily Residential) zoning classification:

Henson Marks Scott and Mary L. Scott

A parcel of land being part of the South 666.2 feet of the Southwest Quarter of the Southwest Quarter, in Section 28, Township 19 South, Range 27 East, Lying East of the right-of-way of Highway No. 441 (State Road 500), in Lake County, Florida, and being more particularly described as follows:

Beginning at the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 28, Township 19 South, Range 27 East, run thence N.89°53'30"W., a distance of 975.29 feet to a point in the East right-of-way line of Highway No. 441 (State Road No. 500), a variable width public right-of-way; thence along said East right-of-way line, N.01°39'37"W., a distance of 666.52 feet to a point in the South right-of-way line of Notoma Boulevard; thence along said South right-of-way line, S.89°53'30"E., a distance of 987.28 feet; thence leaving said South right-of-way line, S.00°37'46"E., a distance of 666.26 feet to the Point of Beginning. Containing 15.01 acres, more or less; AND

Coles Whitaker and Jeff Schenck, Co-Trustees

A tract of land being lot "B" of Veranda Subdivision, a subdivision recorded in O.R. Plat Book 51, Page 80 and locate in the Northwest Quarter of Section 33, Township 19 South, Range 27 East, City of Mount Dora, Lake County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northwest Quarter of said Section 33, run thence South 89°53'30" East along the North boundary of said Section 33, 350.65 feet to a point in the East right-of-way line of S.R. 500 (U.S. 441), a variable width public right-of-way, said point being the Point of Beginning; thence leaving said East right-of-way line, continuing along said North boundary of Section 33, South 89°53'30" East, 599.42 feet; thence leaving said North boundary of Section 33, South 00°12'23" East, 1239.55 feet to a point in the Northerly right-of-way line of S.R. 46, a variable width public right-of-way; thence along said Northerly right-of-way line of S.R. 46, South 83°31'31" West, 181.80 feet; thence North 72°05'25" West, 276.35 feet to a point in the aforesaid East right-of-way line of S.R. 500; thence along said East right-of-way line of S.R. 500, North 16°39'42" West, 661.12 feet, thence North 01°39'43" West, 533.07 feet; thence North 88°17'53" East, 45.00 feet; thence North 01°39'37" West, 8.64 feet to the Point of Beginning. Containing 15.696 Acres more or less.

ALL ABOVE LANDS CONTAINING 30.70 ACRES MORE OR LESS

SECTION 3. OFFICIAL ZONING MAP AMENDMENT. The Official Zoning Map of the City of Mount Dora shall be amended to conform to the zoning assignment approved in Section 2 of this Ordinance.

SECTION 4. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 5. SAVINGS CLAUSE. All prior actions of the City of Mount Dora pertaining to the zoning district classification change for the Property and Zoning Map amendment, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. NON-CODIFICATION AND SCRIVENER'S ERRORS. The provisions of this Ordinance shall not be codified in the City of Mount Dora Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 7. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

SECTION 9. EFFECTIVE DATE. This Ordinance shall take effect immediately upon adoption; however, shall become effective only after City of Mount Dora Ordinance 2021-14, adopting a small-scale comprehensive plan amendment to change the land use designation on the Property to High Density Residential, becomes effective.

Signatures on Following Page

FIRST READING: September 7, 2021

SECOND READING: October 5, 2021

PASSED AND ADOPTED this 5th day of October 2021.

CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:

JESSICA BURNHAM
CITY CLERK

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

Sherry G. Sutphen,
City Attorney

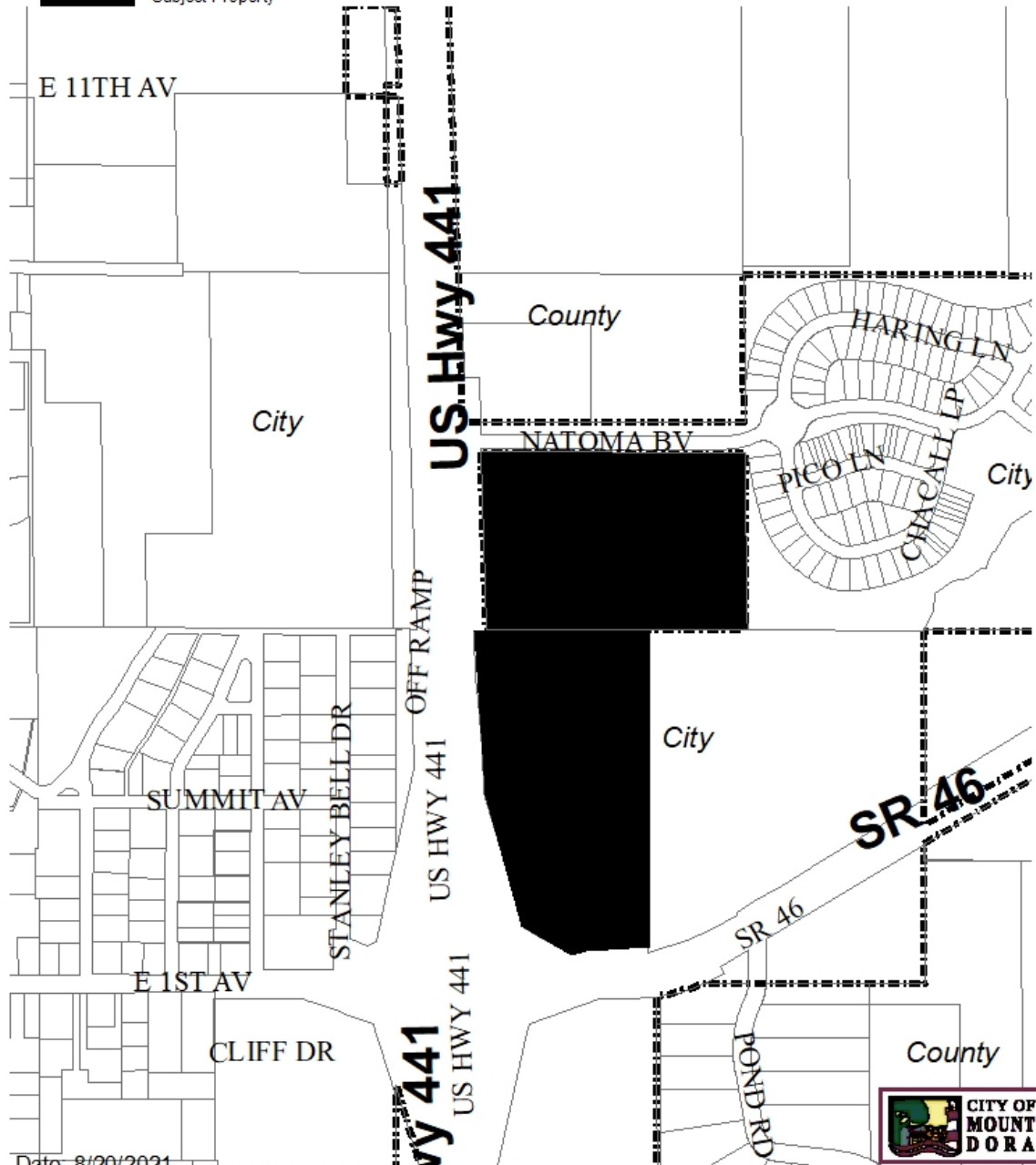
EXHIBIT “A”
Property Depiction

VICINITY MAP

Henson M. and Mary L. Scott
 Coles Whitaker and Jeff Schenck – Co-Trustees
 (Elevation Development)
 Proposed Change in Zoning
 From: County C-1/A and City C-3
 To: City R-3

Legend

-  City Limits
-  Subject Property





CITY OF MOUNT DORA

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: October 5, 2021

TO: Honorable Mayor and City Council Members

FROM: Charles F. Revell , Interim City Manager

SUBJECT: Interim City Manager Report

Introduction:

The Interim City Manager Report contains three sections:

- Interim City Manager Transition Update - Lists the activities that have been completed by City staff since the last Council Meeting held on September 21, 2021. These activities are categorized by the five Goals established by City Council for the Interim City Manager.
- Discussion Items - Items to be discussed for this meeting (if any)
- Informational Items - Items included for informational purposes for this meeting (if any)

Discussion:

INTERIM CITY MANAGER TRANSITION UPDATE

Staff completed the following activities since the last Council Meeting:

Goal 1 – Maintain and Streamline City Operations

- Completed upgrade of sound and camera system in Council Chambers

Goal 2 – Provide Excellent Field Support Services

- Reviewed applications for Building Inspector and started setting up interviews

Goal 3 – Stabilize Work Environment and Retain Staff

- Completed booklet containing staff and City Council biographies
- Finalized approach for conducting on-site interviews, facility tours, the public meet-and-greet event, and the public meeting to select the next City Manager

Goal 4 – Address COVID-19 Impacts on City Operations and the General Public

- Monitored COVID-19 statistics from the Florida Department of Health and the Center for Disease Control (CDC). The most current version of these reports will be provided at the Council meeting.

Goal 5 – Prepare for Hurricane Season

- Monitored the National Hurricane Center website for approaching storms and possible local impacts

DISCUSSION ITEMS

- Consider rescheduling of the November 2, 2021 City Council meeting

INFORMATIONAL ITEMS

- None

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation Information only; no action requested.

Attachment(s):

Prepared by: Merry Lovern , Executive Assistant
Reviewed by: Charles Revell, Interim City Manager

Final Approval - 9/30/2021