



**CITY OF
MOUNT
DORA**

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

Mayor Crissy Stile

Vice-Mayor Marc Crail
District 4

Councilmember John Cataldo
District 1

Councilmember Cal Rolfson
District 2

Councilmember Austin Guenther
District 3

Councilmember Nate Walker
District 5

Councilmember Doug Bryant
At-Large

MOUNT DORA CITY COUNCIL
January 18, 2022, 6:00 PM
City Hall Board Room, 510 N. Baker Street

REGULAR AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

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

BOARD APPOINTMENTS

CONSENT AGENDA

1. Request approval of Amended Task Authorization/Guaranteed Maximum Price (GMP) for CMAR Services - Palm Island Park Kayak and Canoe Launch (Faden Builders)
2. Request approval of the Edward Byrne Memorial Justice Assistance Grant (JAG)

3. Request approval of the Piggyback Agreement with Asphalt Paving Systems, Inc., related to Pavement Maintenance and Rehabilitation Continuing Services and authorization to utilize Asphalt Paving Systems, Inc., for annual road repaving in an amount not to exceed \$295,432.15
4. Request Approval of Meeting Minutes
- November 16, 2021, Regular City Council Session Minutes

ACTION ITEMS

1. Request adoption of Resolution 2022-04, FY 2021-2022 Budget Adjustment
2. Request adoption of Resolution 2022-03, Master Fee Schedule Update
3. Request approval of the Third Amendment to Solid Waste Agreement between the City and Waste Management Inc. of Florida

PUBLIC HEARINGS - RESOLUTION/ORDINANCES

1. Request approval of First Reading Transmittal Hearing Ordinance No. 2021-24, Large-Scale Future Land Use Map Amendment for Mount Dora Groves
2. Request adoption of Resolution No. 2022-01, Preliminary PUD Master Plan for Mount Dora Groves
3. Request approval of First Reading of Ordinance No. 2022-01, PUD Master Plan 2nd Amendment for Donnelly Woods
4. Request approval of First Reading of Ordinance No. 2022-02, PUD Master Plan Amendment for Villages of Loch Leven
5. Final reading and adoption of Ordinance No. 2022-03, Building Height Moratorium
6. Request adoption of Resolution 2022-08, Amending Building Height Advisory Committee

CITY MANAGER

1. Lobbyist Update
2. City Manager's Report

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

- Council Member Nate Walker
- Council Member Doug Bryant
- Council Member John Cataldo
- Council Member Austin Guenther
- Council Member Cal Rolfson
- Vice-Mayor Marc Crail
- Mayor Crissy Stile

FUTURE MEETING DATES

- February 1, 2022, 6:00 PM, Regular Session
- February 15, 2022, 6:00 PM, Regular Session
- March 1, 2022, 6:00 PM, Regular Session
- March 15, 2022, 6:00 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: January 18, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request approval of Amended Task Authorization/Guaranteed Maximum Price (GMP) for CMAR Services - Palm Island Park Kayak and Canoe Launch (Faden Builders)

Introduction:

This is a request for City Council to approve the Amended Task Authorization/Guaranteed Maximum Price (GMP) for CMAR Services - Palm Island Park Kayak and Canoe Launch (Faden Builders).

Discussion:

According to the Parks and Recreation Master Plan, core goals for the Mount Dora waterfront include providing meaningful public access, creating a major destination that serves as the anchor for a variety of activities, and promoting environmental sustainability. More specifically, the Master Plan identified the creation of a kayak and canoe launch at Palm Island Park as essential. A modern, ADA-compliant kayak and canoe launch is not currently available at this or any other waterfront City park.

The proposed launch will be an access point to the Lake County Blue Way System, a route used by thousands of Florida residents and visitors each year. This particular "trail" guides paddlers through scenic waterways with physical and geo-positioned markers, and is suitable for casual and novice users who are eager to explore the area. The launch can also be used for active recreational programs such as specialty youth summer camps.

In September of 2019, the project was awarded a \$240,000 Recreational Trails Program (RTP) grant from the Florida Department of Environmental Protection's Land and Recreation Grants program. When acceptance of the grant was discussed at a Parks and Recreation Advisory Board meeting in February of 2021, board members expressed concern regarding the limited parking available at the proposed launch site. City staff promptly addressed the issue with the recent addition of two parking spaces at the location, and a minimum of four more spaces included in plans for the launch facility.

On April 6, 2021, City Council voted to accept the \$240,000 RTP grant. This funding will be applied to the project with a \$60,000 grant match from the City.

It would be most advantageous for the project to encompass the renovation of all three pavilions at the kayak launch site. However, current plans allow the inclusion of only one. Without the identification of additional funding sources such as private donations, refurbishment of the remaining two pavilions may need to take place at a later time. Construction Drawings are attached as **Attachment 1**.

The project must commence by February of 2022 and be completed by February of 2023 to receive reimbursement from the Florida Department of Environmental Protection's Land and Recreation Grants program.

Staff selected citywide Contractor Manager at Risk (CMAR) contractor Faden Builders to provide CMAR services on this project. Faden Builders provided Pre-Construction Services pursuant to the Task Authorization dated July 14, 2021, attached hereto as **Attachment 2**. Faden Builders has presented a Guaranteed Maximum Price (GMP) totaling \$223,865.90 for construction of the ADA-compliant kayak and canoe launch, two (2) dedicated parking spaces, walkways, and one pavilion.

Budget Impact:

The City budgeted \$300,000 for the Kayak and Canoe Launch throughout the 20/21 and 21/22 fiscal years, with \$20,000 budgeted in FY 20/21 and \$280,000 budgeted in FY 21/22. The awarded RTP grant will reimburse \$240,000 of this amount.

Strategic Impact:

This project meets two elements of the City's Strategic Plan--Objective 1.4: Promote tourism by enhancing Mount Dora as a destination, and Objective 2.3: Develop a parks and recreation system guided by the principles of the Parks and Recreation Master Plan.

Recommendation City Council approve the Task Authorization/Guaranteed Maximum Price (GMP) for CMAR Services - Palm Island Park Kayak and Canoe Launch (Faden Builders).

Attachment(s):

1. Attachment 1: 221167 Palm Island Kayak Launch and Pavilion Plans Optimized for Attachment_ADA
2. Attachment 2: 21-012 Palm Island Pre-Con Faden Task Authorization Citywide CMAR.SGS
3. 21-012 Palm Island Faden AMENDMENT Task Authorization.CMAR Citywide.SGS

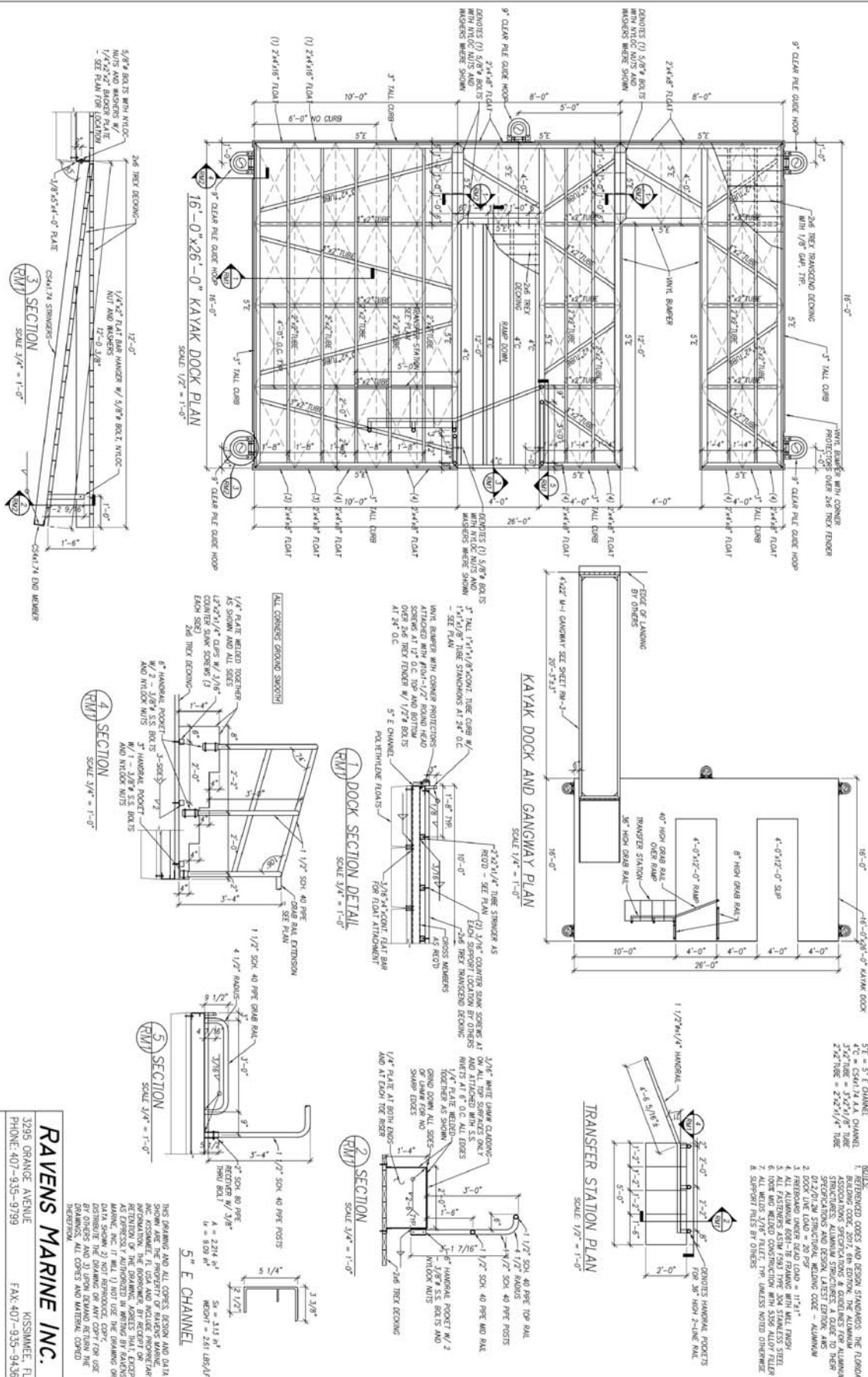
Prepared by: Jeanann Hand, Administrative Coordinator
Reviewed by: Amy Jewell, Leisure Services Director
John McKinney, Finance Director
Sherry Sutphen, City Attorney
Nicole Wisniewski, Deputy City Clerk

Approved - 1/3/2022
Approved - 1/4/2022
Approved - 1/12/2022
Approved - 1/12/2022

Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 1/12/2022
Final Approval - 1/12/2022





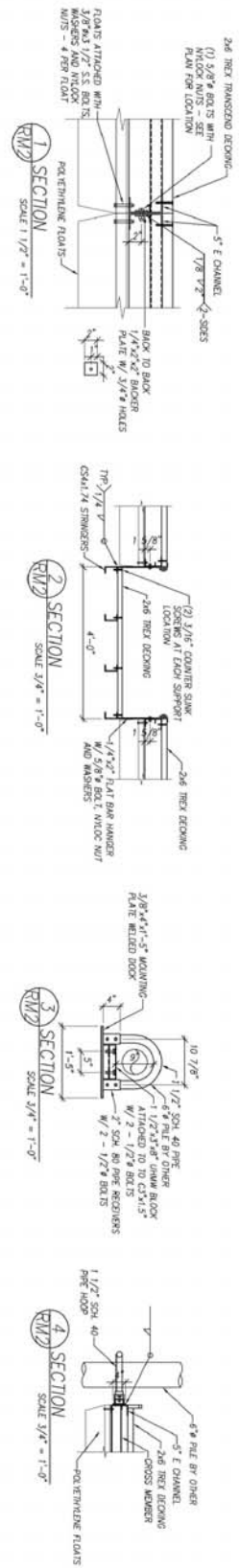
PALM ISLAND KAYAK LAUNCH

KAYAK DOCK PLAN AND DETAILS



FADEN
BUILDERS, INC.

1194 CAMP AVENUE
MOUNT DORA, FLORIDA 32757
PH: 352-735-9805



SEGS STRUCTURAL ENGINEERING
KISSIMMEE, FL
3295 ORANGE AVENUE
KISSIMMEE, FL 34741
PHONE: 407-935-9799
FAX: 407-935-9436
WWW.SEGS-FL.COM

16'-0"x26'-0" KAYAK DOCK PLAN AND DETAILS
DATE: SHEET: 2 OF 3 DWG NO.: RM-2

RAVENS MARINE INC.
3295 ORANGE AVENUE
KISSIMMEE, FL
PHONE: 407-935-9799
FAX: 407-935-9436

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PALM ISLAND KAYAK LAUNCH
MOUNT DORA, FLORIDA

KAYAK DOCK PLAN AND DETAILS

FADEN
BUILDERS, INC.

1194 CAMP AVENUE
MOUNT DORA, FLORIDA 32757
PH: 352-735-9805

ATTACHMENT #2

CITY OF MOUNT DORA/CRA/Northeast CRA TASK AUTHORIZATION

In accordance with the terms and conditions of the Agreement between Faden Builders, Inc. (Construction Manager) and the City of Mount Dora/CRA/Northeast CRA, dated April 7, 2020, the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors attached hereto.

City Project Manager:

Chet Cramer

Construction Manager Contact:

Philip Rapalje

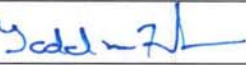
Project Name:

Palm Island Canoe & Kayak Launch

Project Number:

21-012

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION IS DELIVERED TO THE CONSTRUCTION MANAGER.

SUMMARY OF WORK TO BE COMPLETED	
<u>Each Task Authorization package shall include:</u> Exhibit A – Scope of Work Exhibit B – Price/GMP Breakdown Exhibit C – Basic Schedule Exhibit D – Construction Team Exhibit E – Construction Manager's Staff Exhibit F – Sub-Contractors	
Recommended By: Print: Merry Lovern Signature:  Digitally signed by Merry Lovern Date: 2021.07.09 11:40:02 -04'00' Date: _____	
Reviewed By (if applicable): Print: _____ Signature: _____ Date: _____	
CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name: Todd Faden	Print Name: Charles F. Revell
Title: President	Title: Interim City Manager
Signature: 	Signature: Charles F. Revell Digitally signed by Charles F. Revell Date: 2021.07.14 16:07:23 -04'00'
Date: 07/09/2021	Date: _____



6/28/2021

Project No. 21-291

Chet Cramer
Construction Project Manager
City of Mount Dora
510 N Baker Street
Mount Dora, Florida 32757

RE: Pre-construction Services Proposal for Palm Island Kayak and Canoe Launch

Exhibit A: Scope of Work

The scope of work for this proposal includes providing engineered plans and a cost estimate for a proposed new Kayak and Canoe Launch at Palm Island Park. We understand that there are grant funding requirements that will dictate some of the scope items and will work with the City of Mount Dora to meet them. All information pertaining to the scope was received at the on-site meeting and is understood to include the following:

1. Boundary survey for the existing property (Alt Key # 1709156); an allowance of \$2,000 is included.
2. Provide engineering and/or site plan information for the following items:
 - a) Approx. 16' x 26' aluminum floating dock with two kayak/canoe launches – one will be wheelchair accessible with transfer steps and railing.
 - b) 8' wide fixed pier wood walkway/dock to clear the existing concrete seawall and get out approx. 20 feet out into the water.
 - c) Minimum 4' wide aluminum gangway to transition from the fixed pier dock to the floating dock.
 - d) 8' wide x approx. 85' long concrete sidewalk to extend from the parking lot to the fixed pier walkway and passing through the pavilion.
 - e) 20' x 20' pavilion structure to replace the existing wood pavilion; new pavilion to match those currently located at Gilbert Park.
 - f) Additional approx. 14' x 6' concrete pad under the pavilion for a kayak wash down area with two hose bibbs, no drains.

Qualifications and Exclusions:

1. Scope is limited to the items listed in Exhibit A. Any other items that are added to the scope or required by the AHJ for permitting are excluded and can be included at an additional cost.
2. Electrical lighting for the pavilion structure will be permitted by the electrical sub-contractor and will be included in the construction quote.
3. Site lighting and other electrical engineering are excluded.
4. Civil engineering (utility design, water/storm retention, etc.) is excluded.
5. Fire water is excluded.

Exhibit B: Price/GMP Breakdown

Survey / Engineering	\$8,458.80
Pre-construction / Estimating	\$2,971.26
Total Price:	\$11,430.06



Exhibit C: Basic Schedule

N/A

Exhibit D: Construction Team

N/A

Exhibit E: Construction Manager's Staff

Principal: Todd Faden
Project Manager: Philip Rapalje
Project Engineer: Erika White
Site Superintendent: Rob Bennett
Staff Accountant: Helen Johnson
Safety Director: Jes Pedersen
Administrative Assistant: Laura Faden

Exhibit F: Sub-Contractors

Freeland and Clinkscapes Surveying (or alternate)
Ravens Marine

Please feel free to contact me with any questions. We look forward to working with you.

Best regards,

PHILIP RAPALJE

Philip Rapalje
Faden Builders, Inc.

CITY OF MOUNT DORA/CRA/Northeast CRA AMENDMENT TO TASK AUTHORIZATION

In accordance with the terms and conditions of the Agreement between Faden Builders, Inc. (Construction Manager) and the City of Mount Dora, dated April 7, 2020, and the Task Authorization dated July 14, 2021 (Original Task Authorization), the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors set forth herein. To the extent of any conflict between this Amendment and the Original Task Authorization, this Amendment shall prevail.

Amendment Number:

1

City Project Manager:

Chet Cramer

Construction Manager Contact:

Philip Rapalje

Project Name:

Palm Island Canoe & Kayak Launch

Project Number:

21-012

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED AMENDMENT TO TASK AUTHORIZATION IS DELIVERED TO THE CONSTRUCTION MANAGER.

SUMMARY OF WORK TO BE COMPLETED	
<u>Each Task Authorization package shall include:</u> Exhibit A – Scope of Work Exhibit B – Price/GMP Breakdown Exhibit C – Basic Schedule Exhibit D – Construction Team Exhibit E – Construction Manager's Staff Exhibit F – Sub-Contractors	
Recommended By: Print: _____ Signature: <u>Chet D. Cramer</u> Digitally signed by Chet D. Cramer DN: c=US, E=cramer@cityofmountdora.com, O=City of Mount Dora, OU=Construction Project Manager, CN=Chet D. Cramer Date: 2022.01.12 10:41:05-05'00' Date: _____	
Reviewed By (if applicable): Print: _____ Signature: _____ Date: _____	
CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name: <u>TODD FADEN</u>	Print Name: <u>Crissy Stile</u>
Title: <u>PRESIDENT</u>	Title: <u>Mayor</u>
Signature: <u>[Signature]</u>	Signature: _____
Date: <u>1/12/22</u>	Date: _____



1/11/2022

Project No. 221167

Chet Cramer
Construction Project Manager
City of Mount Dora
510 N Baker Street
Mount Dora, Florida 32757

RE: Palm Island Kayak and Canoe Launch

Exhibit A: Scope of Work

1. General Conditions
 - a. Project Management and Supervision
 - b. Permitting
 - c. Mobilization/Demobilization
2. Site/Prep
 - a. Survey and layout
 - b. Erosion Control
 - c. As-builts
3. Demolition
 - a. Remove one existing pavilion structure
 - b. Remove concrete sidewalks
4. New Construction
 - a. Provide and install 16' x 26' aluminum floating dock with two kayak/canoe launches - one to be wheelchair accessible with transfer steps and railing.
 - b. 4' wide hinged aluminum gangway to transition from a fixed pier dock to the floating kayak launch.
 - c. 5'-4" x 24'-0" fixed pier wood dock with composite deck boards and PT 2x railings on each side (top and mid rail).
 - d. 8' wide x 180' long x 4" concrete sidewalk to extend from the designated kayak parking spots to the kayak launch and passing through the pavilion.
 - e. Two designated kayak parking spots with load/unload zone on pervious geopaver grid system.
 - f. 20' x 20' pre-engineered metal pavilion structure with 4" concrete pad.
 - g. Electrical for lighting under the pavilion. Assumes that the existing panel has the available capacity for the additional circuit and it is located within 120' of the structure as noted on the plan.
 - h. Plumbing for hose bibb at the pavilion. Assumes that the tie-in connection is available within 50' at the nearby spigot noted on the plan.

Qualifications and Exclusions:

1. Work to be completed 1st shift, M-F, no overtime is included.
2. The scope is limited to the items listed in Exhibit A. Any other added scope items or items required by the AHJ for permitting are excluded and will be charged as a change order.
3. Site lighting is excluded.
4. Geotechnical testing/reports are excluded.
5. Dewatering is excluded.
6. Landscaping and irrigation are excluded.
7. Painting and staining are excluded.
8. Civil engineering (utility design, water/storm retention, etc.) is excluded.
9. An allowance of \$4,000.00 is included for permitting with the City of Mount Dora.



Exhibit B: Price/GMP Breakdown

1. General Conditions	\$ 11,713.00
2. Site/Prep	\$ 4,090.00
3. Demolition	\$ 8,069.14
4. New Construction	\$ 135,824.50
Subtotal	\$ 159,696.64
Mark-up 12%	\$ 19,163.40
Project Team	\$ 22,640.00
Bond	\$ 4,132.00
Contingency (10%)	\$ 18,233.66
Gross Maximum Price (GMP):	\$ 223,865.90

Pavilion Structure Add Alternate (excluding bond amount): \$ 71,744.00 / each

20' x 20' pre-engineered metal pavilion structure with 4" concrete pad and lighting (assumes there is electrical panel with capacity within 120' max). Scope includes additional permitting (\$1,200.00 allowance), demo of existing pavilion, site prep, concrete footings, pavilion materials, pavilion erection, electrical for lighting (\$3,000.00 allowance), 4" concrete pad and connection to existing concrete sidewalk.

An additional 25 workdays will be added to the duration schedule for each additional pavilion.

The prices included in this proposal are valid for 20 days per our material vendors due to steady material price increases.

Exhibit C: Basic Schedule

Procurement will begin promptly after the issuance of the Purchase Order.

Proposed duration schedule:

- 28 weeks for material procurement, submittals and permitting
- 15 workdays for mobilization, erosion control and demolition
- 10 workdays for dock installation
- 15 workdays for pavilion structure foundation and erection
- 10 workdays for concrete sidewalks
- 5 workdays for final grading and sod
- 5 workdays for demobilization

Project Management Information System (PMIS) will not be required for this project.

Exhibit D: Construction Team

Owner's Representative: Chet Cramer (City of Mount Dora)

Construction Manager: Todd Faden (Faden Builders)



Exhibit E: Construction Manager's Staff

Principal: Todd Faden
Project Manager: Philip Rapalje
Project Engineer: Erika White
Site Superintendent: Rob Bennett
Staff Accountant: Helen Johnson
Safety Director: Jes Pedersen
Administrative Assistant: Laura Faden

Exhibit F: Sub-Contractors

N/A

Please feel free to contact me with any questions. We look forward to working with you.

Best regards,

A handwritten signature in blue ink that reads "PHILIP RAPALJE". The signature is stylized with a cursive-like flow.

Philip Rapalje
Faden Builders, Inc.



CITY OF MOUNT DORA

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

DATE: January 18, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request approval of the Edward Byrne Memorial Justice Assistance Grant (JAG)

Introduction:

This is a request for City Council to discuss the Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

Discussion:

Edward Byrne Memorial Justice Assistance Grant Summary:

The Mount Dora Police Department has applied for a grant that requires no matching funds from the City. The grant has been awarded and we are ready to purchase the submitted items. The award amount is \$4,719. The last step before purchasing the items is that the City of Mount Dora Mayor sign the Certification of Compliance letter (Attachment #1). Staff would like to request that the council approve the Mayor's signing of this document and any future Byrne Grant documents as has been done in the past. Should the grant requirements change and matching funds are required, the grant will be brought to council for approval.

Budget Impact:

The grant will be budgeted as part of Fiscal Year 2021-2022. The grant will not require matching funds from the City.

Strategic Impact:

Fiscal Sustainability

Recommendation City Council approve authorizing the Mayor to sign all Edward Byrne Memorial Justice Assistant Grant documents.

Attachment(s):

1. Attachment 1 - 2021-JAGD-2377 Application (ADA) (1)
2. Edward Byrne Memorial Justice Assistance Grant (JAG)

Prepared by: Alivia Rehn , Administrative Assistant

Reviewed by: Brett Meade, Chief of Police

John McKinney, Finance Director

Sherry Sutphen , City Attorney

Nicole Wisniewski, Deputy City Clerk

Jessica Burnham, City Clerk

Patrick Comiskey, City Manager

Approved - 12/29/2021

Approved - 1/4/2022

Approved - 1/10/2022

Approved - 1/11/2022

Approved - 1/11/2022

Final Approval - 1/12/2022

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1: Administration

Subgrant Recipient

Organization Name: City of Mount Dora

County: Lake

Chief Official

Name: Cathy Hoechst

Title: Mayor

Address: 510 North Baker Street

City: Mount Dora

State: FL **Zip:** 32757-5521

Phone: 352-516-7749 **Ext:**

Fax:

Email: HoechstC@ci.mount-dora.fl.us

Chief Financial Officer

Name: John McKinney

Title: Finance Director

Address: 510 North Baker Street

City: Mount Dora

State: FL **Zip:** 32757-5521

Phone: 352-735-7118 **Ext:**

Fax:

Email: mckinneyj@cityofmountdora.com

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1: Administration

Implementing Agency

Organization Name: Mount Dora Police Department
County: Lake

Chief Official

Name: James Meade
Title: Chief of Police
Address: 1300 North Donnelly Street
City: Mount Dora
State: FL **Zip:** 32757-2812
Phone: 352-735-7194 **Ext:**
Fax: 352-383-4623
Email: meadeb@cityofmounddora.com

Project Director

Name: Ken Hinman
Title: Lieutenant
Address: 1300 North Donnelly Street
City: Mount Dora
State: FL **Zip:** 32757-2812
Phone: 352-735-7130 **Ext:** 2037
Fax:
Email: hinmank@cityofmounddora.com

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2: Project Overview

General Project Information

Project Title: FIREARMS
Subgrant Recipient: City of Mount Dora
Implementing Agency: Mount Dora Police Department
Project Start Date: 10/1/2021 **End Date:** 9/30/2022

Problem Identification

Today, more than ever, it is essential that law enforcement personnel are adequately equipped to efficiently and effectively respond to critical situations. In recent years, violent crime and criminal activity have escalated both in Florida and nationwide. There have been over 13 school shootings in Florida alone. School Resource Officers need to have reliable equipment to safely address these violent encounters to protect the lives of our most vulnerable citizens. Rifles must be reliable, properly functioning, and less conspicuous while on school campus to protect the mental well-being of young developing minds.

Currently, the Mount Dora Police Department (MDPD) currently utilizes standard issue rifles (meeting military specification) for use by its officers; these rifles are larger and must be carried on to school grounds everyday before and after school. These rifles have the potential of making the school feel like a militarized zone and less of an environment for learning. The MDPD believes that to protect the emotional, mental, and physical well-being of our children a less conspicuous rifle should be issued to our school resource officers.

Currently the budget for the City of Mount Dora cannot make allowances for the purchase of this much needed equipment. Grant funding will provide the assistance necessary to purchase the SBRs.

Project Summary (Scope of Work)

Upon funding, the MDPD will use grant funds to purchase three (3) new short-barreled rifles (SBRs). The SBRs would be easier for officers to transport and less visible to the children and faculty. The expectation is that the SBRs will make our schools feel less militarized, while keeping the children safe, and keeping the environment more conducive to learning.

Project timeline:

1st and 2nd Quarter: We will obtain quotes from three vendors and then select a vendor.

3rd Quarter: We will submit a purchase order for the rifles.

4th Quarter: We will receive the rifles and issue them to School Resource Officers.

Documentation of deliverables must be maintained by the sub-recipient and/or implementing agency and made available for monitoring. Example documentation for the purchase of items and services include, but are not limited to procurement records (including quotes, competitive solicitation/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices and proof of payment, etc.

Deliverables will be completed in accordance with the contractual agreement(s) between the subrecipient(s) and their vendor/provider. Minimum performance

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

required for drawdown of funds includes the completion of at least one activity described above as attested to on the financial expenditure report.

All activities discussed in the scope of work or project deliverables are for the equipment to be purchased for this project.

All deliverables above are cost-reimbursement deliverables. Only costs previously paid for by the subrecipient and supported by the appropriate documentation will be reimbursed.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2: Project Overview

Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 2

Question: What is the combined population of the jurisdiction(s) our agency provides services to (according to the 2010 census)?

Answer: 12370

Question: What is the address of the location being used to provide services for this project?

Answer: 1300 N. Donnelly Street
Mount Dora, FL 32757

Question: Does the subgrantee receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: No

Question: In your organization's proceeding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) \$25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: 01 - Law Enforcement (Includes Task Forces)

State Purpose Area: 1G - General Questions (Required)

Objectives and Measures

Objective: General Questions - Required questions for all recipients.

Measure: General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: No

Measure: General 02

Will your organization be using the National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: Yes

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: No

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: No

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

Measure: General 06

Application for Funding Assistance

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Section 3: Performance

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: No

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: None of the above

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: We routinely host and attend monthly community meetings, we have a PD Facebook page, we attend monthly community events, several times a year we conduct outreach to minority populations.

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Goal: We had a member of the public sit on our promotional interview panel, we have a volunteer program, SRO's in k-12 schools.

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Section 3: Performance

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.

Goal: We hope to outfit our SRO's with Short Barreled Rifles so that they can better protect their students and faculty.

Measure: General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: Yes

Measure: General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: No known barriers.

Measure: General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: Yes

Measure: General 11b

What major activities are planned for each of your goals listed in question 11?

Goal: To purchase the SBR's to discreetly protect students and faculty.

State Purpose Area: 3E - Equipment, Supplies, and Technology Enhancements

Objectives and Measures

Objective: Equipment - Questions for recipients funding Equipment, Supplies, and Technology Enhancements.

Measure: Equipment 01

Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?

Goal: Yes

Application for Funding Assistance

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Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000380

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital Outlay	\$4,719.00	\$0.00	\$4,719.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$4,719.00	\$0.00	\$4,719.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI)? No

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Section 4: Financial (cont.)

Budget Narrative:

Operating Capital Outlay:

(3) 5.56 caliber Short Barreled Rifles @ \$1600.00 each

total \$4,800.00

The above listed item(s) may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as "kit", "bundle", "system" etc.

Grant funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Grant funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the project end date. Funds may be prorated for services within the project period.

Any costs that exceed the grant allocation will be the responsibility of the subrecipient and/or implementing agency.

All items, quantities, and/or prices above are estimates based on the information available at the time of application.

Application for Funding Assistance

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Section 4: Financial

Section Questions:

- Question: If the budget contains salaries and benefits, does this application create a new position that results in a net personnel increase?
- Answer: No
- Question: If the budget contains salaries and benefits and does not result in a new position, describe how the existing position was previously funded.
- Answer: No
- Question: If Expenses or Operating Capital Outlay, are you procuring via inter-governmental agreement (e.g. state term contract, government contract, etc.)? If yes, identify the agency and agreement number.
- Answer: No
- Question: What is the Operating Capital Outlay threshold used by the subgrantee? If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.
- Answer: \$5000.00
- Question: Will any procurements be made via sole source (see 2 C.F.R. 200.320(f))? If yes and the aggregate dollar amount is \$10,000 or more, include a Sole Source Justification Approval Form.
- Answer: No
- Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.
- Answer: N/A
- Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.
- Answer: N/A

OFFICE OF CRIMINAL JUSTICE GRANTS

SUBAWARD STANDARD CONDITIONS

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal grant programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2020 Project Safe Neighborhoods grants by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Subawards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the subrecipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All subrecipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf> and
<http://dos.myflorida.com/media/698314/g2-sl-2017-final.pdf>

State of Florida Statutes
Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons
Chapter 119, F.S., Public Records
Section 215.34(2), F.S., State funds; non-collectible items; procedure
Section 215.97, F.S. Florida Single Audit Act
Section 215.971, F.S., Agreements funded with federal or state assistance
Section 215.985, F.S., Transparency in government spending
Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

For NCHIP and NARIP:

FY2020 National Criminal History Improvement Program (NCHIP) guidance

(<https://www.bjs.gov/index.cfm?ty=tp&tid=47>) (https://www.bjs.gov/content/pub/pdf/nchip20_sol.pdf)

FY2020 NICS Act Record Improvement Program (NARIP) guidance

(https://www.bjs.gov/content/pub/pdf/narip20_sol.pdf)

DEFINITIONS

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN grant programs. FDLE has been assigned as the certified Fiscal Agent for PSN grants.

Grant agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67)

Subaward is an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project

past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The subrecipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

4.0 Personnel Changes - The subrecipient agrees to promptly notify the Department through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.

5.0 Non-Procurement, Debarment and Suspension - The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the subrecipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subaward is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

6.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

8.0 Additional Restrictions on Lobbying - The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

9.0 "Pay-to-Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0The Coastal Barrier Resources Act - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of *the employing agency or employee*.

12.0Confidentiality of Data - The subrecipient (at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The subrecipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

13.0Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

14.0Insurance for Real Property and Equipment - The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

15.0Flood Disaster Protection Act - The sub recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

16.0General Appropriations Restrictions – The subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.

17.0Immigration and Nationality Act - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

18.0For NCHIP & NARIP: Enhancement of Security - If funds are used for enhancing security, the subrecipient must:

- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

19.0 Personally Identifiable Information Breaches – The subrecipient (at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to

FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) - A subrecipient and/or implementing agency must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOC) - A subrecipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Subrecipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

3.0 Title IX of the Education Amendments of 1972 If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 Equal Treatment for Faith Based Organizations The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 Americans with Disabilities Act - Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G) - Subrecipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

7.0 Age Discrimination Act of 1975 - Subrecipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

8.0 Limited English Proficiency (LEP) - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 Finding of Discrimination - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

10.0 Filing a Complaint - If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

11.0 Retaliation - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

12.0 Non-discrimination Contract Requirements - Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.

13.0 Pass-through Requirements - Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

1.0 Fiscal Control and Fund Accounting Procedures - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 Match - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 Obligation of Subrecipient Funds - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within forty-five (45) days of the end of the subaward period of performance.

2.0 Use of Funds - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).

3.0 Advance Funding - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

4.0 Performance and Reporting

Reporting Time Frames - The Project Director, Application Manager, or Performance Contacts shall submit Monthly or Quarterly Project Performance Reports to the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Project Performance Reports shall be submitted.

Failure to Submit - Performance Reports that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Subaward Management and Reporting Requirements.

Report Contents - Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. Submitted performance reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. The narrative must also reflect on accomplishments for the period and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

Requirement for Data on Performance and Effectiveness Under the Award - The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Financial Consequences for Failure to Perform - In accordance with s. 215.971 F.S., payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

5.0 Grant Adjustments - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved subaward will only be considered under extenuating circumstances. Subrecipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including all requests for project period extensions, must be submitted in SIMON no later than thirty (30) days prior to grant expiration date.

6.0 Financial Expenditures and Reporting

Reporting Requirements - The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

Before the "final" Project Expenditure Report will be processed, the subrecipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

Reports are to be submitted even when no reimbursement is being requested.

Submission - The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

7.0 Project Generated Income (PGI) - All income generated as a direct result of a sub project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

Required Reports - The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter.

PGI Expenditure - Program income should be used as earned and expended as soon as possible and used to further the objectives for which the award was made.

Submission - PGI Earnings and Expenditures reports must be electronically signed by the subrecipient or implementing agency's chief financial officer or the chief financial officer's designee.

Unexpended PGI - If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

Additionally, any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

8.0 Subrecipient Integrity and Performance Matters - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

1.0 Access to Records - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 Monitoring - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

3.0 Property Management - The subrecipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, and 28 C.F.R. § 66. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

Property Use - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage

and dispose of equipment acquired under a Federal award in accordance with ss. 274, F.S. Tangible Property and 2 C.F.R. 200.313, Equipment.

4.0 Subaward Closeout - A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward Closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an Administrative Closeout by the Department.

5.0 High Risk Subrecipients - If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

6.0 Imposition of Additional Requirements - The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

7.0 Retention of Records - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf>.

8.0 Disputes and Appeals - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

9.0 Failure to Address Audit Issues - The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

10.0 Single Annual Audit - Subrecipients that expend \$750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Subrecipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Subrecipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second tier subaward.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at

<https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at

<https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the subrecipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).
- 3.0 Allowable Costs** - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Indirect Cost Rate** - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 6.0 Sole Source** - If the project requires a non-competitive purchase from a sole source costing \$10,000 or more, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds \$250,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 7.0 Personal Services** - Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may

include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

- 8.0 Contractual Services** - The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Subrecipients - The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

FFATA Reporting Requirements - Subrecipients that enter into subawards of \$25,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>

- 9.0 Travel and Training** - The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

- 10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating subgrant funds for these purposes.

- 11.0 Training and Training Materials** - Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

- 12.0 Publications, Media and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Subrecipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Subrecipients must submit for review and approval one (1) copy of any written materials to be published, including web-

based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics], Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Subrecipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

13.0For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

14.0Information Technology Projects

Criminal Intelligence Systems - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The subrecipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subrecipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the subrecipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

ADP Justification - The subrecipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP

equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained. ADP Justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

15.0 Interoperable Communications Guidance - Subrecipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

14.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

15.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – In accordance with the requirements as set out in 2 C.F.R. § 200.216, subrecipients are prohibited from obligating or expending grant funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

16.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this subaward, by the subrecipient (at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- i. Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Subrecipient (at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- ii. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- iii. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

- iv. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

17.0 Non-Disclosure Agreements - No subrecipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

18.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the [DOJ Grants Financial Guide](#) is required for all projects that involve confidential funds. The signed certification must be submitted at the time of grant application. Confidential Funds certifications must be signed by the subrecipient or implementing agency Chief Official or an individual with formal, written signature authority for the Chief Official.

19.0 For JAG: Task Force Training Requirement - The subrecipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed three ways:

- 1) [Regional Information Sharing Systems](#) (RISS) members may access the training through the secure RISS portal. Instructions may be found here: https://28cfr.ncirc.gov/documents/Accessing_28CFRPart23_training_RISS.pdf.
- 2) Members with a secure account through the Federal Bureau of Investigation's (FBI) [Law Enforcement Enterprise Portal](#) (LEEP) may log in to LEEP to access the training. Instructions may be found here: https://28cfr.ncirc.gov/documents/Accessing_28CFRPart23_training_LEEP.pdf.
- 3) If your agency was previously provided with a preauthorization code, you may register for the training using that code by selecting the "LOG IN or SIGN UP" menu button located on the top left side of the home page. Enter your email address and password, then select "Preauthorization Registration."

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the subrecipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods at [Home page - 28 CFR Part 23 Online Training \(ncirc.gov\)](#).

20.0 For NCHIP and NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

21.0 For PREA: PREA Audits - Subrecipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VIII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA)

The subrecipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs

to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at

<https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects – The subrecipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The subrecipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the subaward.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 For JAG: DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at <https://www.ncjrs.gov/pdffiles1/nij/sl001062.pdf>.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

11.0 Environmental Requirements and Energy - For subawards in excess of \$100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The subrecipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

12.0 Other Federal Funds - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

13.0 Trafficking in Persons - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of the recipient and subrecipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>

14.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements: Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

15.0 Employment Eligibility Verification for Hiring Under This Award – The subrecipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- i. All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- ii. The subrecipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- iii. As part of the recordkeeping requirements of this subaward, the subrecipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.

- iv. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- v. Persons who are or will be involved in activities under this award includes any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a grant funded position under this award.
- vi. For the purposes of satisfying this condition, the subrecipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- vii. Nothing in this condition shall be understood to authorize or require any subrecipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- viii. Nothing in this condition, including paragraph vi., shall be understood to relieve any subrecipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

16.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for subaward (at any tier) that a purpose of some or all of the activities to be carried out under the subaward is to benefit a set of individuals under 18 years of age.

The subrecipient (at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

17.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters: No subrecipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the subrecipient:

- a) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- b) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- c) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

17.0 For RSAT: State Alcohol and Drug Abuse Agency - The subrecipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

18.0 For RSAT: Drug Testing - The subrecipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

19.0 For RSAT: Opioid Abuse and Reduction - The subrecipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

20.0For RSAT: Data Collection - The subrecipient agrees that grant funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of grant funds.

21.0For PSN: Coordination with U.S. Attorney and PSN Task Forces - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

22.0For PSN: Media-related Outreach - The subrecipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

23.0For NCHIP & NARIP: Coordination and Compatibility with Systems - In accordance with federal award conditions, subrecipient agrees all activities supported under this award must:

- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks
- 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
- 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of:
(a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE

Subrecipient: City of Mount Dora

Subgrant Number: 2022-JAGD-LAKE-5-4B-042

Project Title: FIREARMS

Pass-through Entity: Florida Department of Law Enforcement

This award is subject to all applicable rules, regulations, and conditions, as contained in the Department of Justice Grants Financial Guide, and the Office of Management and Budget Uniform Grant Requirements (2 C.F.R. Part 200). This award is also subject to the incorporated standard and special conditions, and such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government.

In witness whereof, the parties affirm they each have read and understand the conditions set forth in this agreement, have read and understand the agreement in its entirety, and accept this agreement through the signature of their duly authorized officers on the date, month, and year set out below.

City of Mount Dora

Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)

Signature

Date

Printed Name and Title

Mount Dora Police Department

Authorizing Official (Official, Administrator, or Designated Representative)

Signature

Date

Printed Name and Title

Florida Department of Law Enforcement

Office of Criminal Justice Grants

Signature

Date

Cody Menacof, Bureau Chief

Printed Name and Title

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

SPECIAL CONDITIONS

Subrecipient: City of Mount Dora

Subgrant Number: 2022-JAGD-LAKE-5-4B-042

Project Title: FIREARMS

Pass-through Entity: Florida Department of Law Enforcement

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

Ref# S50078: A risk assessment completed at the time of application review determined this project is HIGH-RISK. Backup documentation supporting all expenditures must accompany each reimbursement request submitted for approval. Documentation may include, but is not limited to: procurement records {including quotes, competitive solicitations/bids, etc.}, purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Ref# S50082: The subgrantee's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget {OMB} Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire {SMQ} section VIII. All subaward procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.



CITY OF MOUNT DORA

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

DATE: January 18, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request approval of the Piggyback Agreement with Asphalt Paving Systems, Inc., related to Pavement Maintenance and Rehabilitation Continuing Services and authorization to utilize Asphalt Paving Systems, Inc., for annual road repaving in an amount not to exceed \$295,432.15

Introduction:

This is a request for City Council to approve the Road Paving Piggyback Contract Renewal for paving and installation of speed humps.

Discussion:

The City of Mount Dora streets require continual maintenance to provide safe and reliable surfaces for driving and/or pedestrian traffic. A well-maintained pavement prevents water from encroaching into the roadway base material, which significantly accelerates deterioration of the paved surface. The proposed resurfacing method consists of sealing cracks in the roadway and performing a micro surface overlay on the selected roadways. Staff would like to renew the Piggyback with Asphalt Paving Systems through Sumter County previously brought forth and approved by Council under Resolution No. 2021-31.

Each Public Works budgets funds for resurfacing our asphalt assets. By funding these projects annually, it is easier to keep up with the normal wear and tear on the streets. The allotted funds for this fiscal year will allow for resurfacing of approximately 2.5 center-line miles of City streets. The streets will be paved based on the Roadbotics assessment needs data, in relationship to the City Capital Budget.

Last year the City successfully installed 10 speed tables with this contractor. Public Works has budgeted for 5 new speed tables to be installed with this contract. The additional improvements will complete the original speed tables identified in 2020 and 2021.. The speed tables are \$ 8,944.80 each and include FDOT recommended striping by the City's Traffic Calming Technical Team.. The members of the team include: Public Works, Police, City Engineer and other technical staff as required to investigate and evaluate traffic concerns pursuant to the City's

Traffic Calming Plan adopted in 2020.. The following streets where the speed bumps will be constructed are: Three (3) on Overlook Dr, One (1) on Heim Road between Oakland and Old 441, and One (1) on Tremain between the boat ramp and Charles.

Staff researched a City bid procurement process for paving, but investigations revealed that the limited paving budget would not provide as great a cost benefit as piggybacking a large volume County pricing contract.

Staff recommends renewal of piggyback with Sumter County's contract to ensure the City receives a competitive volume price.

Budget Impact:

The Public Works Budget provides funding for paving services annually. The fiscal year 2021-22 budget includes:

Road Resurfacing	\$250,000 in account number 310-5555-546.00-00-CP0809
Speed humps	\$45,432 in account number 310-5555-546.00-00-PL2001

Strategic Impact:

Paving deteriorating roadways is keeping with our strategic goal to provide for reliable, safe and sustainable infrastructure.

Recommendation City Council approve the piggyback for paving services.

Attachment(s):

1. Attachment 1.Road Repaving Speed Bumps Spreadsheet FY21-22
2. Piggyback Agreement.Asphalt Paving Systems.SGS MT. Dora
3. Composite Exhibit A.Sumter County Agreement

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
Patrick Comiskey, City Manager

Approved - 1/4/2022

Approved - 1/5/2022

Approved - 1/12/2022

Approved - 1/12/2022

Approved - 1/12/2022

Final Approval - 1/12/2022

Annual Road Repaving

Product	Description	Units	Quantity	Unit Price	Total Price
	Piggyback Sumter County Contract				\$ -
Category D	Cape Seal	SY	29,853.00	\$ 7.55	\$ 225,390.15
Category E	Micro-Surfacing Double	SY	0.00	\$ 4.85	\$ -
Category E	Rut Filling	Ton	5.00	\$ 225.00	\$ 1,125.00
Category L	Pavement Markings				
L-1	6" White Paint	GM	0.00	\$ 3,680.00	\$ -
	12" White Paint	LF	600.00	\$ 4.60	\$ 2,760.00
	24" White Paint	LF	520.00	\$ 9.20	\$ 4,784.00
	6" White Thermo	GM	0.00	\$ 5,980.00	\$ -
	12" White Thermo	LF	600.00	\$ 5.75	\$ 3,450.00
	24" White Thermo	LF	520.00	\$ 11.50	\$ 5,980.00
L-3	6" Yellow Paint	GM	0.20	\$ 3,680.00	\$ 736.00
	18" Yellow Paint	LF	0.00	\$ 5.20	\$ -
	6" Yellow Thermo	GM	0.20	\$ 5,980.00	\$ 1,196.00
	18" Yellow Thermo	LF	0.00	\$ 6.90	\$ -
L-7	R x R Paint	EA	4.00	\$ 230.00	\$ 920.00
	ONLY Paint	EA	1.00	\$ 150.00	\$ 150.00
	AHEAD Paint (Trail Xing x2)	EA	2.00	\$ 165.00	\$ 330.00
	Turn Lane Arrow Paint	EA	1.00	\$ 175.00	\$ 175.00
	R x R Thermo	EA	4.00	\$ 403.00	\$ 1,612.00
	ONLY Thermo	EA	1.00	\$ 230.00	\$ 230.00
	AHEAD Thermo (Trail Xing x2)	EA	2.00	\$ 300.00	\$ 600.00
	Turn Lane Arrow Thermo	EA	1.00	\$ 250.00	\$ 250.00
L-8	Reflective Pavement Markers	EA	30.00	\$ 5.00	\$ 150.00
L-9	Removal of Existing Marking	SF	300.00	\$ 2.90	\$ 870.00
					\$ -
					\$ -
					\$ -
					\$ -
*	All Risers supplied by City				
*	Proposal includes all Labor, and Equipment for all items.				
*	Stripe back to most current google earth				\$ -
				Total	\$ 250,708.15

Cost Breakdown per Speedbump

Product	Description	Units	Quantity	Unit Price	Total Price
	Piggyback Sumter County Contract				\$ -
Category B	Asphalt Types 9.5 SP	TN	7.00	\$ 511.00	\$ 3,577.00

Category A	Milling 2" Bump Mill	SY	20.00	\$ 12.50	\$ 250.00
Category L					
L-1	6" White Paint	GM	0.03	\$ 3,680.00	\$ 110.40
	24" White Paint	LF	40.00	\$ 9.20	\$ 368.00
	6" White Thermo	GM	0.03	\$ 5,980.00	\$ 179.40
	24" White Thermo	LF	40.00	\$ 11.50	\$ 460.00
					\$ -
*	Road width varies and can change HMA tonage				
*	Additional prep work and Finishing work separate from the contract.				\$ 4,000.00
*	Price is per speed table installed per plan.				\$ -
				Total	\$ 8,944.80

Cost for the Annual		
Road Repaving	\$	250,708.15
Cost for 5 Speedbumps	\$	44,724.00
Total	\$	295,432.15

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY”, and ASPHALT PAVING SYSTEMS, INC., 8940 Gall Boulevard, Zephyrhills, Florida 33541, hereinafter referred to as the “CONTRACTOR”.

W I T N E S S E T H:

WHEREAS, the CITY has determined that it is in its best interest to utilize the Pavement Maintenance and Rehabilitation Continuing Services Agreement between the Board of Sumter County Commissioners and the CONTRACTOR, dated October 12, 2021, attached hereto as **Composite Exhibit “A”** and made a binding part hereof by this reference, hereinafter referred to as “Cooperative Contract” which was competitively solicited for and negotiated by the Board of Sumter County Commissioners through RFP 032-0-2021/RS; and,

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the services required by the CITY; and,

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

SECTION 1. TERM.

The term of this Agreement shall be for a period of two (2) years beginning on the effective date hereof and may be extended for two additional one (1) year renewals.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide services and pricing to the CITY as set forth in the **Composite Exhibit “A”** attached hereto.

SECTION 3. CONTRACT PROVISIONS.

The parties hereto agree to be bound by all of the terms and conditions of the Cooperative Contract unless otherwise modified or specified herein.

SECTION 4. NOTICE.

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

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

Copy to: Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803
Ssutphen@roperpa.com

CONTRACTOR: Asphalt Paving Systems, Inc.
8940 Gall Boulevard
Zephyrhills, Florida 33541

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 6. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 7. CONFLICT.

To the extent of any conflict between this Agreement or a CITY issued Purchase Order related to this Agreement and the terms and conditions of Exhibit A attached hereto or any other CONTRACTOR issued invoice or the like, the terms and conditions of this agreement or of any CITY issued Purchase Order shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 9. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 11. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts and shall survive termination or natural expiration of this Agreement.

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 13. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK: JESSICA BURNHAM
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
BURNHAMJ@CITYOFMOUNTDORA.COM

B. CONTRACTOR agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the CITY for the scope of this Agreement.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law.
3. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of this contract, transfer, at no cost, to the CITY all public records in the CONTRACTOR's possession or keep and maintain the public records as required by the CITY. If the CONTRACTOR transfers all public records to the CITY upon completion of this contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request, in a format that is compatible with the information technology systems of the CITY.

SECTION 14. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD

The CONTRACTOR may only use the CITY'S name, logo, seal and/or flag with the express written permission of the City and consistent with any CITY policy related to the same. In addition, the CONTRACTOR shall not use the CITY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the CITY.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this _____ day of _____, 2022.

CITY OF MOUNT DORA

CHRISSY STILE
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

CONTRACTOR
Asphalt Paving Systems, Inc.

Print: **Robert Capoferri**

Title: **President**

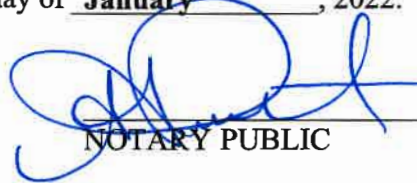
STATE OF FLORIDA
COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of **Robert Capoferri**, as **President**, of **Asphalt Paving Systems, 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 n/a as identification, and who did/did not take an oath this 12th day of January, 2022.

(stamp)



AMANDA REICHART
Commission # GG 177629
Expires January 22, 2022
Bonded Thru Budget Notary Services


NOTARY PUBLIC

Composite Exhibit “A”
Cooperative Contract between the
Board of Sumter County Commissioner and
Asphalt Paving Systems, Inc.

PAVEMENT MAINTENANCE AND REHABILITATION CONTINUING SERVICES

THIS AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this 12th day of October, 2021, by and between **Board of Sumter County Commissioners** (hereinafter referred to as "Board," or "County"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and Asphalt Paving Systems, Inc. (hereafter referred to as "Vendor"), whose address is 8940 Gall Blvd., Zephyrhills, Florida 33541.

RECITALS

WHEREAS, the Board has need of professional services for RFP 032-0-2021/RS; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Vendor, based on the Vendor's response to RFP 032-0-2021/RS Sumter County Pavement Maintenance and Rehabilitation Continuing Services.

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

1. The relationship of the Vendor to the Board will be that of a professional Vendor and the Vendor will provide the professional and technical services required under this Agreement in accordance with acceptable professional practices and ethical standards applicable to Vendor's profession, and Vendor will endeavor to provide to the Board prompt and efficient services to the best of its ability.
2. Vendor is hereby retained and employed as a Sumter County Contactor, and will work with the Board to provide services in accordance with the scope of work outlined in RFP 032-0-2021/RS.
3. The term of this Agreement shall commence on October 12, 2021 and continue in full force for two years with an additional two (2) – one-year (1) renewals from the date established in the Notice to Proceed, unless otherwise terminated as provided in paragraph four (4) of this Agreement. The term of this Agreement does not relieve the Vendor of any future responsibility as described in paragraph six (6) of this Agreement.
4. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this Agreement is terminated, Vendor shall be authorized to receive payment for all work performed up to the date of termination.
5. With regard to compensation paid to Contractor, Contractor shall furnish to the Board an itemized invoice detailing all of Contractor's hours, services, expenses and any other services utilized by the Board. The invoice shall be itemized pursuant to and in accordance with the Fees, attached hereto as Proposal Form A, and incorporated herein *in haec verba*. Contractor shall submit all invoices pursuant to the Local Government Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of this Agreement, including both the Initial Term and any Renewal Term, and thereafter shall only be adjusted by mutual written agreement of both parties.

6. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Vendor and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.
- b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Vendor shall be made available to the Board upon request and shall be considered public records.
- c. Vendor is required to: (i) keep and maintain public records required by Board; (ii) upon request from Board's custodian of public records, provide Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a reasonable or as otherwise provided by law; (iii) ensure that public records that are exempt or, confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Vendor does not transfer the records to Board; (iv) upon completion of this Agreement, transfer, at no cost, to Board all public records in possession of Vendor or keep and maintain public records required by Board.
- d. If Vendor transfers all public records to Board upon completion of this Agreement, Vendor shall destroy any duplicate public records that are exempt or, confidential and exempt, from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of this Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Board, upon request from Board's custodian of public records, in a format that is compatible with the information technology systems of Board.
- e. Vendor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder (the "Records"), for a minimum of five (5) years from the date of expiration or suspension of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect, and copy all the Records as often as it deems necessary during any such period-of-time. The right to audit, inspect, and copy Records shall include all of the records of sub-Vendors (if any).
- f. Vendor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
- g. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.**
- h. Vendor shall, at all times, carry General Liability, and Worker's Compensation Insurance pursuant to the insurance requirements in RFP 032-0-2021/RS, naming Board as both a certificate holder and an additional insured in each such policy.

- i. Upon Vendor's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Vendor and Board mutually deem necessary, and Vendor may rely upon same in performing the services required under this Agreement.
 - j. Vendor is obligated by this agreement to comply with Section 20.055(5), Florida Statutes.
 - k. Any entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsive contractor may not submit a bid.
7. The Vendor may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. The Vendor shall be available to represent the Board, serve as an expert witness, and provide supporting documentation as necessary. Should any other professional services be called for by the Board that are not otherwise set forth in this Agreement or any of its attachments or exhibits, charges for these services shall be agreed upon in advance by the parties hereto.
8. The Contract Documents, which comprise the entire Contract between Board and Vendor and which are further incorporated herein by reference, consist of the following:
 - a. RFP 032-0-2021/RS
 - b. Vendor's Proposal in Response to RFP 032-0-2021/RS
 - c. This Agreement
 - d. Permits / Licenses
 - e. All Proposal Addenda Issued Prior to Opening Date
 - f. All Modifications and Change Orders Issued
9. Vendor shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. Vendor shall indemnify and save harmless the Board, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of Vendor, its agents, or employees during performance under this Agreement. The foregoing is not intended, and shall not be construed, as a waiver by Board of the benefits of Section 768.28, *Florida Statutes*.
10. Vendor is, and shall be, in the performance of all services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of Board; and no provisions of Board's personnel policies shall apply to this Agreement. None of the benefits provided by Board to its employees including, but not limited to, worker's compensation insurance and unemployment insurance, are available from Board to Vendor, or its employees, agents or servants. Vendor assumes responsibility for payment of all federal, state and local taxes imposed or required of Vendor including but not limited to FICA, FUTA, unemployment insurance, Social Security and income tax laws for which Vendor as employer is responsible. Vendor shall be solely responsible for any worker's compensation insurance required by law and shall provide the Board with proof of insurance upon demand. The parties agree that Board shall not: (a) pay dues, licenses or membership fees for Vendor; (b) require attendance by Vendor, except as otherwise specified herein; (c) control the method, manner or means of performing under this

Agreement, except as otherwise specified herein; or (d) restrict or prevent Vendor from working for any other party.

11. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder)], when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "**Impacted Party**") and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.
12. **Attorney's Fees; and Costs of Enforcement.** In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys' fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the non-prevailing party. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney' s fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.
13. **Law of the Agreement; Jurisdiction and Venue.** The Parties agree that the laws of the State of Florida shall govern any dispute arising from or related to this Agreement. The Parties to this Agreement agree that venue and jurisdiction is mandated to lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is not permitted. Litigation in federal court is precluded by agreement of the parties hereto. If, even though precluded by agreement of the Parties hereto, litigation arising from or based upon this contract should be mandated by a court of competent jurisdiction issued pursuant to a duly noticed hearing giving Sumter County adequate time to respond and all of the benefits of due process to lie in the proper venue or jurisdiction of a federal court, that federal court shall only be in the Middle District of Florida, Ocala Division. The Parties further agree that entry into this agreement constitutes irrevocable consent that the exclusive venue for any such dispute shall lie solely in the state or county courts in and for Sumter County, Florida. The Parties expressly and irrevocably waive any right(s) to removal of any such dispute to any federal court, unless the federal court has exclusive jurisdiction; in such cases, the parties agree that the exclusive venue for any such disputes shall be the United States District Court, in and for the Middle District of Florida, Ocala Division. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world, such party waives any argument that said party is not subject to the jurisdiction of the state courts located in Sumter County, Florida and that the laws of the state of Florida.

14. **Entire Agreement.** This Agreement contains the entire agreement of the Parties and may not be changed except by written agreement duly executed by the Parties hereto. This Agreement supersedes any prior understandings or agreements between the Parties, and there are no representations, warranties, or oral agreements other than those expressly set forth herein.
15. **Assignment.** This Agreement shall not be assigned nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of County. No such approval by County of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of County. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that County shall deem necessary.
16. **Compliance with Licenses, Permits, and Applicable Laws.** In performing services hereunder, Vendor shall comply with all federal, state and local laws and regulations. Vendor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Vendor shall be responsible for obtaining, at its sole cost and expense, all necessary license licenses and other governmental approvals required in order for Vendor to provide the type of services required hereunder.
17. **E-Verify:** system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees.
18. The Vendor agrees to certify to the Board that Vendor is in compliance with the federal E-Verify program, including obtaining written certification from all sub-Vendors who will participate in the performance of scope of services contemplated in this Agreement. All sub-Vendor certifications must be kept on file by the Vendor and made available to the state and/or the Board upon request. The Board reserves the right to take action against any Vendor deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of this Agreement and/or suspending or debaring the Vendor from performing services for the County.
19. **Conflict of Interest.** Vendor shall notify Board in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.
20. **Corporate Status; Change of Ownership.** If Vendor is a non-governmental, corporate entity:
- a. *Corporate Status.* Vendor shall ensure that the corporate status shall continuously be in good standing and active and current with the state of its incorporation and the State of Florida and at all times throughout the Term, and any renewal or extension hereof. Failure of the Vendor to keep its corporate status active and current shall constitute a material breach under the terms of this Agreement.
 - b. *Change of Ownership.* Vendor shall notify County immediately upon any change in corporate ownership or any substitution of the key professional assigned (the "Key Person") to perform under this Agreement ("Change of Ownership"). County shall have the option of cancelling this Agreement if a Change of Ownership is not suitable to it, provided however, no cancellation

shall relieve the Vendor of its obligations to perform the work described herein or for liability for breach of same. A Change of Ownership means the occurrence of any one or more of the following: a sale, lease, or other disposition of 50% or more of the interest or assets of the company or corporation; a merger, reverse merger or consolidation with another entity; a transaction wherein a third-party becomes the beneficial owner having fifty (50%) percent or more interest in the corporation or company; or fifty (50%) percent or more of the total number of votes that may be cast for any act of the entity.

21. **Default.** Neither Party shall declare the other party in default of any provision of this Agreement without giving the other party at least ten (10) days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.
22. **Dispute Resolution.** All disputes arising out of or in connection with this Agreement shall be attempted to be settled through good-faith negotiation between the Parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties. Failing resolution through negotiation or mediation, either Party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity as defined herein below.
23. **Jointly Drafted.** The Parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the Parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.
24. **Parties Acknowledgement; Parties Bound.** The Parties acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, heirs, and personal representatives.
25. **Waiver.** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
26. **Time is of the Essence.** Time shall be of the essence of this Agreement.

27. **Survivability.** Any provision of this Agreement which obligates any of the Parties to perform an obligation either before the commencement of the Term or after the expiration of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that performance is not within the Term, and the same shall survive.
28. **Severability.** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.
29. **Counterparts.** This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
30. **Section and Paragraph Headings.** Captions or paragraph headings herein contained are for organizational convenience only and shall not be constructed as material provisions of this agreement or to limit any provisions hereunder.
31. **Cooperation; Supplementary Actions.** All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.
32. **Miscellaneous.** Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.
33. **Incorporation of Recitals.** Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.
34. **Notice.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be made in writing and shall be personally delivered to the individuals listed below, sent via prepaid courier or overnight courier, or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the addresses (and individuals) set forth below. No other form of electronic communications (Facebook, Twitter, Text) will be deemed Notice.

FOR THE BOARD

FOR THE VENDOR

Name: Bradley S. Arnold

Name:

Address: 7375 Powell Road, Wildwood, FL 34785

Address:

Title: County Administrator

Title:

Date: 10/12/21

Date:

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.



TEST:

By: Nehssa Elliott D.C.

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

[Signature]

By: Chairman

Date Signed: 10/12/21

ATTEST:

By: [Signature]

ASPHALT PAVING SYSTEMS, INC.

[Signature]

By: Robert Capoferri, President

Date Signed: 10-15-2021

REQUEST FOR PROPOSALS
FOR
SUMTER COUNTY
PAVEMENT MAINTENANCE AND REHABILITATION CONTINUING
SERVICES
RFP # 032-0-2021



Board of Sumter County Commissioners
Purchasing Division
319 E. Anderson Avenue
Bushnell, FL 33513

Phone (352) 689-4400 Fax (352) 689-4401

Date of Issue: August 13, 2021

PROPOSAL DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each proposal or alternate proposal submitted:

Documents that are mandatory and MUST accompany the submittal of the bid in order for the submission to be considered:

- ☒ One (1) original proposal, clearly labeled "Original"
- ☒ Proposal Cover Page. This is to be used as the first page of the RFP. This form must be fully completed and signed by an authorized officer of the vendor.
- ☒ Proposer Certification / Addenda Acknowledgement Form
- ☒ Statement of General Terms and Conditions
- ☒ A sworn, notarized Statement of Contractor's Experience and Personnel
- ☒ A sworn, notarized Drug Free Work Place Certificate must accompany each proposal or alternate proposal.
- ☒ A sworn, notarized Statement of Public Entity Crimes
- ☒ Unit Price Proposal Form A
- ☒ Proposal Form B
- ☒ List of Proposed Sub-Contractors/Supplier – Proposal Form C
- ☒ A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Proposal Form (if applicable).
- ☒ Anti-Collusion Statement
- ☒ Hold Harmless Agreement
- ☒ Florida Contractor's License
- ☒ Florida Department of Transportation (FDOT) Pre-Qualifications

Documents that are required as part of the submittal but will be considered minor discrepancies if turned in within 24 business hours (Monday – Friday 8:00 a.m. to 5:00 p.m.) after opening of the bid and are found to be in compliance with the purchasing standards of Sumter County:

- ☒ Three (3) printed copies of the proposal in its entirety; and one (1) electronic single PDF version not password protected of the original submitted proposal in its entirety.
- ☒ E-Verify Certification Form
- ☒ Electronic signature page of the E-Verify Memorandum of Understanding from the Department of Homeland Security. This must be dated prior to the RFP due date.

☒ Bid Document Checklist of Items Required to be Submitted

☒ W-9

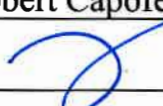
☒ A Certificate of Insurability, acceptable to the County, shall accompany each bid or alternate bid, in the amounts as prescribed by State and Sumter County BOCC .

- All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing services pursuant to the award of this bid, the Contractor shall furnish to the Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Vendor shall provide the Sumter County BOCC with proof that required coverage has been extended.

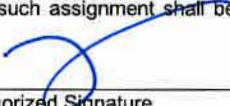
Date: 9/27/2021

I, Robert Capoferri (name), an authorized officer of Asphalt Paving Systems, Inc. (company/vendor), confirm that the above listed documents are provided in our company's bid being submitted to Sumter County and confirm I have read and understand the RFP document in its entirety.

PART 4
PROPOSALS DOCUMENTS
PROPOSALS COVER PAGE

Name of Firm, Entity or Organization: Asphalt Paving Systems, Inc.	
Federal Employer Identification Number (FEIN): 22-3787755	
State of Florida License Number (If Applicable):	
Name of Contact Person: Amanda Reichart	
Title: Contract Administrator	
E-Mail Address: Amandareichartaps@gmail.com/FLEstimating@asphaltpavingsystems.com	
Mailing Address: 8940 Gall Blvd. Zephyrhills, FL 33541	
Street Address (if different): 9021 Wire Rd.	
City, State, Zip: Zephyrhills, FL 33540	
Telephone: 813-788-0010	Fax:
Organizational Structure – Please Check One:	
Corporation ☒ Partnership ☐ Proprietorship ☐ Joint Venture ☐ Other ☐	
If Corporation:	
Date of Incorporation: 2/20/2001	State of Incorporation: New Jersey
States Registered in as Foreign Corporation: Florida	
Authorized Signature:	
Print Name: Robert Capoferri	
Signature: 	
Title: President	
Phone: 813-788-0010	
<i>This document must be completed and returned with your Submittal.</i>	

PROPOSER'S CERTIFICATION

Submit To: Sumter County Board of County Commissioners 319 E. Anderson Avenue Bushnell, Florida, 33513 Phone 352-689-4400 Fax 352-689-4401		SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS REQUEST FOR PROPOSALS (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT	
DUE DATE: September 27, 2021	DUE TIME: 9:30 a.m.	RFP # 032-0-2021/RS	
TITLE: Sumter County Pavement Maintenance and Rehabilitation Continuing Services			
VENDOR NAME: Asphalt Paving Systems, Inc.		PHONE NUMBER: 813-788-0010	
VENDOR MAILING ADDRESS: 8940 Gall Blvd.		FAX NUMBER:	
CITY/STATE/ZIP: Zephyrhills, FL 33541		E-MAIL ADDRESS: FLEstimating@asphaltpavingsystems.com	
"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose."			
<u>N/A</u> Addendum #	<u>N/A</u> Addendum #	<u>N/A</u> Addendum #	<u>N/A</u> Addendum #
"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for Sumter County Board of County Commissioners (BOCC), respondent agrees that if this Proposals is accepted, the respondent will convey, sell, assign, or transfer to the Sumter County BOCC all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the COUNTY. At the Sumter County BOCC discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."			
Robert Capoferri, President Authorized Agent Name, Title (Print)		 Authorized Signature	9/27/2021 Date
<i>This form must be completed and returned with your Submittal</i>			

STATEMENT OF GENERAL TERMS AND CONDITIONS REFERENCE & SIMILAR PROJECTS EXPERIENCE FORM

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 Proposal/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Vendor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless Board of Sumter County Commissioners, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission of the tenant.

PROHIBITION OF LOBBYING: During the black out period which is, the period between the time the submittals for invitation to bid or the Request for Proposals, or Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the Board awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the Board, or any Board employee other than the Purchasing Division Manager. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposals (RFP) or Invitation to Bid (IBID) must be submitted in writing to the Board's Purchasing Division Manager.

ANTI TRUST LAWS: By submission of a signed RFP or IBID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Boards at the time of the RFP or IBID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any vendor as to the meaning of the RFP/IBID Contract Documents. Any inquiry or request for interpretation received by the Purchasing Division Manager before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposals/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/IBID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/IBID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/IBID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/IBID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/IBID's received. The Board and/or its VENDOR do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of RFP's/IBID's, will be available for public inspection ten days after opening of the RFP's/IBID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/IBID's must make an appointment by calling the Purchasing Division Manager at (352) 689-4400. All RFP's/IBID's submitted in response to this solicitation become the property of the Board. Unless information submitted is proprietary, copy written, trademarked, or patented, the Board reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/IBID, in its best interest.

TAXES: The Board of Sumter County Commissioners is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/IBID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the work for which their RFP/IBID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/IBID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/IBID price or the RFP/IBID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the Boards to vendors is based on the recipient's specific request and application to DemandStar by Onvia at www.DemandStar.com [(800) 711-1712] or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

OWNERSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/IBID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the Board. Reference to literature submitted with a previous RFP/IBID will not relieve the Bidder from including any required documents with this RFP/IBID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/IBID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Purchasing Division Manager will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

This document must be completed and returned with your Submittal.

BOARD OF SUMTER COUNTY COMMISSIONERS, are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the Boards. Submittals not meeting stated minimum terms and qualifications may be rejected by the Boards as non-responsive. The Boards reserve the right to reject any or all submittals without cause. The Boards reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Boards, or who has failed to perform faithfully any previous contract with the Boards or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/IBID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the Boards.

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/IBID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as _____" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/IBID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/IBID must be submitted. The Proposer/Bidder shall state in the RFP/IBID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/IBID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/IBID FORM. In the event that there is a discrepancy on the RFP/IBID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/IBID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/IBID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

AWARD OF BID: It is the Boards' intent to select a vendor within sixty (60) calendar days of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least ninety (90) calendar days after the deadline for receipt of the RFP/IBID.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as the Boards may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Boards reserve the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The Boards shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/IBID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the Boards' representative (Purchasing Division Manager). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED AND/OR ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):

The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract - services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval - without the vendor's approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the Purchasing Division Manager. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc). Proposers/Bidders are required to use the official RFP/IBID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/IBID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a Proposal/bid. RFP/IBID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay any DemandStar fees or any shipping).

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/IBID specification for any item(s). If RFP's/IBID's are based on equivalent products, indicate on the RFP/IBID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/IBID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/IBID's which do not comply with these requirements are subject to rejection. RFP's/IBID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/IBID FORM. The Purchasing Division Manager is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Boards unless evidenced by a Change Notice issued and signed by the Purchasing Division Manager, or designated representative.

QUANTITIES: The quantities as specified in this RFP/IBID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/IBID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Boards within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original Board format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

 Robert Capoferri, President
(Signature and Date)

*** PLEASE SEE ATTACHED***

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

Owner / Business Name:		
Project Location / Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
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Point of Contact:		Dates of Work:
Phone Number:		Fax Number:
E-mail Address:		
Project Name:		
Brief Description of Project:		

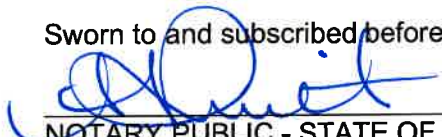
CONTRACTOR'S AFFIDAVIT

State of Florida
County of Pasco

Before me personally appeared Robert Capoferri who is (title) President
of (the company described herein) Asphalt Paving Systems, Inc. being duly sworn, deposes and says
that the foregoing statements are a true and accurate statement of the position of said organization as of
the date thereof, and, that the statements and answers to the foregoing experience questionnaire are
correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of
false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any
pertinent information requested by The Sumter County Board of County Commissioner deemed
necessary to verify the statements made in this application or regarding the ability, standing and general
reputation of the applicant.

Personally Known x or Produced Identification _____

Sworn to and subscribed before me this 27th day of September, 2021



NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

Amanda Reichart
(Print Name of Notary Public)

(seal)



AMANDA REICHART
Commission # GG 177629
Expires January 22, 2022
Bonded Thru Budget Notary Services

This document must be completed and returned with your Submittal

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

Asphalt Paving Systems, Inc.

(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under Proposals or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under Proposals or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein"

Robert Capoferri

Authorized Signature

9/27/21

Date Signed

State of: Florida

County of: Pasco

Sworn to and subscribed before me this 27th day of September, 20 21

Personally known x or Produced Identification _____

(Specify Type of Identification)

[Signature]
Signature of Notary

My Commission Expires January 22, 2022
(seal)



AMANDAR REICHART
Commission # GG 177629
Expires January 22, 2022
Bonded Thru Budget Notary Services

This document must be completed and returned with your Submittal

HOLD HARMLESS AGREEMENT

The Contractor/Vendor is required to purchase and maintain minimum limits of \$1,000,000 per occurrence for all liability, which includes general liability and, if applicable, automobile liability. Other coverage may be required where applicable.

The Contractor/Vendor agrees to hold the Sumter County Board of County Commissioners harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, unless such claims are a result of the County's sole negligence.

The Contractor/Vendor shall purchase and maintain workers' compensation insurance & employer's liability in accordance with Florida Statute Chapter 440.

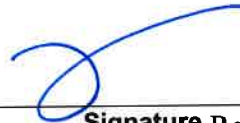
The Contractor/Vendor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the County representative requesting the service.

By signature upon this form the Contractor/Vendor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Asphalt Paving Systems, Inc.

Contractor/Vendor-Print Name
RFP#032-0-2021-Pavment Maintenance &
Rehabilitation Continuing Services
Project Name



Signature Robert Capoferri, President

9/27/2021

Date

The effective dates of this Hold Harmless Agreement shall be for the duration of the contract associated with this project.

This document must be completed and returned with your Submittal

E-Verify Vendor/Contractor/Subcontractor Certification

E-Verify is a federal system established by the Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. Detailed E-Verify program information for employers can be found at <http://www.dhs.gov/e-verify>.

Vendors must certify compliance with the federal E-Verify program for all employees hired on or after the date of the contractor's registration on the Department of Homeland Security website <http://www.dhs.gov/e-verify> by providing the Memorandum of Understanding electronic signature page with date of registration and company ID number (see example below) and this E-Verify Certification form. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. The certification below has been prepared for all County vendors and contractors to use for this purpose. All subcontractor certifications must be kept on file with the contract vendor and made available to the state and/or County upon request.

CERTIFICATION

I certify that the company shown below is in compliance with the above statement and that I am authorized to sign on its behalf.

Name of Company: Asphalt Paving Systems, Inc.

Authorized signature: _____

Printed name & Title: Robert Capoferri, President

Address: 9021 Wire Road Zephyrhills, FL 33540

Date: 9/27/2021

Telephone Number: 813-788-0010

E-mail address: Amandareichertaps@gmail.com/ FLEstimating@asphaltpavingsystems.com

Sumter County reserves the right to determine how it will respond to any instances of non-compliance or false certification of compliance. Potential County actions include, but are not limited to, cancellation of the contract and/or suspending or debaring the contract vendor from performing services in any aspect to the County.

Please contact the Purchasing Division at 352-689-4400 with questions regarding this requirement.

E-Verify  

Company ID Number: XXXXXX

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **E-ONE, Inc.**

Vendor's Name	Title
Name (Please Type or Print)	
Electronically Signed	03/15/2010
Signature	Date
Department of Homeland Security - Verification Division	
Name (Please Type or Print)	Title
Signature	Date

This document must be completed and returned with your Submittal.

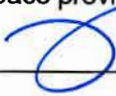
ANTI-COLLUSION STATEMENT

By signing this form, the vendor agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud,

IT IS AGREED BY THE UNDERSIGNED VENDOR. THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE VENDOR'S ACCEPTANCE. OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE BOARD OF SUMTER COUNTY COMMISSIONERS

NAME OF FIRM: Asphalt Paving Systems, Inc.

[Sign in ink in the space provided below]

SIGNED BY:  Robert Capoferri

TITLE: President

ADDRESS: 9021 Wire Road

CITY & STATE: Zephyrhills, FL 33540

TELEPHONE: 813-788-0010

No quotes will be withdrawn for a period of sixty (60) days subsequent to the opening of quotes, without the consent of the Board of Sumter County Commissioners.

NO QUOTE (Reason):

This document must be completed and returned with your Submittal

STATEMENT OF PUBLIC ENTITY CRIMES

This is a sworn statement under Section 287.133(3)(a), Florida Statutes, on public entity crimes and must be signed in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted with Bid, Proposal or Contract No. RFP# 032-0-2021
for Pavment Maintenace & Rehabilitation Continuing Services.

2. This sworn statement is submitted by Asphalt Paving Systems, Inc.
(Name of entity submitting sworn statement)

whose business address is:

9021 Wire Road Zephyrhills, FL 33540

Its Federal Employer Identification Number (FEIN) is 22-3787755. (If the entity has
no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

3. I understand that a *Public Entity Crime* as defined in Paragraph 287.133(1)(g), Florida Statutes, is a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other State or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that *convicted* or *conviction* as defined in Paragraph 286.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial or entry of a plea of guilty or nolo contendere.
5. I understand that an *affiliate* as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
- (a) A predecessor or successor of a person convicted of a public entity or crime; or
 - (b) An entity under the control of a natural person who is active in the management of the entity and who has been convicted of a public entity crime. *Affiliate* includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an *affiliate*.
6. I understand that a *person* as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. *Person* includes those officers, directors, executives, shareholders, partners, employees, members, and agents who are active in management of an entity.

- This document must be completed and returned with your Submittal***

STATEMENT OF "NO PROPOSALS"

RFP # 032-0-2021/RS

If you do not intend to submit a Proposal for this project, please complete and return this form prior to date shown for receipt of Proposals to: Sumter County BOCC, 319 E. Anderson Avenue, Wildwood, Florida 34785. Attn: Mrs. Becky Segrest.

We, the undersigned, have declined to submit a Proposal for your **RFP # 032-0-2021/RS Sumter County Pavement Maintenance and Rehabilitation Continuing Services** for the following reasons:

Specifications are too "tight" i.e. geared toward one brand or manufacturer only
(please explain reason below)

Insufficient time to respond to Request for Proposals.

We do not offer this product/s or equivalent.

Remove us from your vendor's list for this commodity or service.

Our product schedule would not permit us to perform to specifications.

Unable to meet specifications.

Unable to meet insurance requirements.

Specifications unclear (please explain below).

Competition restricted by pre-approved owner standards.

Other (please specify below or attach a separate sheet).

Remarks:

"We understand that if this "No Proposals" letter is not executed and returned, our name may be deleted from the list of qualified proposers for the owner for future projects or commodities".

Company Name: _____

Address: _____

Signature and Title: _____

Telephone Number: _____ Date: _____

Countywide Pavement Maintenance and Rehabilitation Continuing Services

Unit Price Proposal Form A

The following unit costs shall include all material, labor, equipment, and any other additional charges including but not limited to mobilization and maintenance of traffic (MOT) required to accomplish the work of the unit cost. Variable message boards are the one exception to this. Partial bids will be accepted on a per category basis.

Bid award will be based on the total unit pricing for each category listed in the unit price proposal. Bidders are **NOT** required to bid each category, but must provide pricing for **ALL** line items listed in those categories they are capable of producing and have prior applicable experience. Sumter County reserves the right to award a contract to one or more vendors.

CATEGORY A – MILLING PER TASK ORDER	UNIT	0 - 1,000	1,001 - 5,000	5,001 - 10,000	10,001 - 25,000	Over 25,000
1"	Sq. Yd.	\$12.50	\$6.50	\$4.25	\$3.45	\$2.95
2"	Sq. Yd.	\$12.50	\$6.50	\$4.50	\$3.70	\$3.15
3"	Sq. Yd.	\$14.50	\$7.25	\$5.25	\$4.50	\$3.75
4"	Sq. Yd.	\$15.75	\$7.75	\$5.75	\$5.15	\$4.50
5"	Sq. Yd.	\$17.75	\$8.00	\$7.00	\$6.25	\$5.25
6"	Sq. Yd.	\$20.00	\$8.25	\$7.25	\$6.75	\$6.00
Asphalt and/or profile millings deductive alternate for Contractor to deliver and transport	Cu. Yd.	\$-1.00	\$-1.00	\$-1.00	\$-1.00	\$-1.00
CATEGORY A SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category A)		\$92.00	\$43.25	\$33.00	\$28.80	\$23.60
CATEGORY A TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category A)				\$220.65		

CATEGORY B – STRUCTURAL OVERLAY - ASPHALT TYPES PER TASK ORDER	UNIT	0-100	101-500	501– 1,000	1,001–5,000	Over 5,000
9.5 S.P.	Ton	\$511	\$190	\$140	\$130	\$125
12.5 S.P.	Ton	\$508	\$187	\$137	\$127	\$123
9.5 F.C.	Ton	\$520	\$200	\$154	\$145	\$140
12.5 F.C.	Ton	\$514	\$195	\$152	\$143	\$137
CATEGORY B SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category B)		\$ 2,053.00	\$772.00	\$583.00	\$545.00	\$527.00
CATEGORY B TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category B)				\$4,480.00		
CATEGORY C - CHIP SEAL / FOG SEAL PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Single Chip (Number 89 Stone)	Sq. Yd.	\$4.35	\$2.80	\$2.49	\$2.49	
Double Chip (Number 57 & 89 Stone)	Sq. Yd.	\$5.80	\$4.65	\$4.26	\$4.26	
Triple Chip Seal	Sq. Yd.	\$7.85	\$6.70	\$6.05	\$6.05	
Fog Seal	Sq. Yd.	\$0.75	\$0.55	\$0.55	\$0.55	
CATEGORY C SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category C)		\$18.75	\$14.70	\$13.35	\$13.35	
CATEGORY C TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category C)				\$60.15		
CATEGORY D - CAPE SEAL PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Cape Seal	Sq. Yd.	\$9.70	\$7.55	\$6.65	\$6.65	
CATEGORY D SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category D)		\$9.70	\$7.55	\$6.65	\$6.65	
CATEGORY D TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category D)				\$30.55		

CATEGORY E - MICRO-SURFACING PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Double Micro	Sq. Yd.	\$5.45	\$4.85	\$4.30	\$4.30	
Single Micro	Sq. Yd.	\$3.30	\$3.05	\$2.83	\$2.83	
Rut Filling (Leveling)	Ton	\$225.00	\$225.00	\$225.00	\$225.00	
CATEGORY E SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category E)		\$ 233.75	\$232.90	\$232.13	\$232.13	
CATEGORY E TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category E)				\$930.91		
CATEGORY F – IN-PLACE RECYCLING – RECONSTRUCTION (FULL DEPTH RECLAMATION) PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Pulverization	Sq. Yd.	\$10.20	\$8.10	\$7.20	\$6.10	
Cement - Cement Treated Base	Ton	\$165	\$165	\$165	\$165	
Asphaltic Cement - Foamed Asphalt Base	Gallon	\$6.00	\$6.00	\$6.00	\$6.00	
Asphaltic Emulsion - Emulsion Treated Base	Gallon	\$2.50	\$2.50	\$2.50	\$2.50	
Added Rap or Aggregates	Ton	\$30.00				
Shoulder Rework	LF	\$2.25				
Excavation for Widening/Unsuitable Materials	Cu. Yd.	\$40.00				
General Use Optional Base Material	Cu. Yd.	\$30.00				
CATEGORY F SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category F)		\$285.95	\$181.60	\$180.70	\$179.60	
CATEGORY F TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category F)				\$827.85		

CATEGORY G – ASPHALT REJUVENATION PER TASK ORDER	UNIT	0 - 1,000	1,001 - 5,000	5,001 - 25,000	25,001 - 50,000	Over 50,000
Rejuvenation	Sq. Yd.	N/B	N/B	N/B	N/B	N/B
Test Core Removal	Each	N/B	N/B	N/B	N/B	N/B
Test Core Laboratory Analysis-	Each	N/B	N/B	N/B	N/B	N/B
Rejuvenation (Including Titanium Dioxide)	Sq. Yd.	N/B	N/B	N/B	N/B	N/B
Field Core Removal	Each	N/B	N/B	N/B	N/B	N/B
Field Core Laboratory Analysis - Viscosity	Each	N/B	N/B	N/B	N/B	N/B
Field Core Laboratory Analysis – Titanium Dioxide Penetration	Each	N/B	N/B	N/B	N/B	N/B
Field Core Laboratory Analysis – Titanium Dioxide NO2 Reduction	Each	N/B	N/B	N/B	N/B	N/B
Field Core Laboratory Analysis – Titanium Dioxide Solar Reflectance Index (SRI)	Each	N/B	N/B	N/B	N/B	N/B
CATEGORY G SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category G)		N/B	N/B	N/B	N/B	N/B
CATEGORY G TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category G)				\$ N/B		
CATEGORY H - CRACK SEALING PER TASK ORDER	UNIT	0 - 500	500 -1,000	1,001 - 5,000	5,001 - 10,000	Over 10,000
Crack Sealant	Gallon	\$50	\$45	\$35	\$35	\$35
CATEGORY H SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category H)		\$50	\$45	\$35	\$35	\$35
CATEGORY H TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category H)				\$200.00		

CATEGORY I - TRAFFIC LOOP REPLACEMENT	UNIT					
Type A (FDOT Item # 660-2-101)	Each	\$4,000				
Type B (FDOT Item # 660-2-102)	Each	\$4,000				
Type F (FDOT Item # 660-2-106)	Each	\$4,500				
Type F (FDOT Item #660-2-106 modified to 30 Ft)	Each	\$4,750				
CATEGORY I TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for Category I)		\$ 17,250.00				
CATEGORY J - SODDING PER TASK ORDER	UNIT					
Sod	Sq. Yd.	\$4.50				
CATEGORY J SUB-TOTAL UNIT PRICING: (Instructions: Enter Total line item unit pricing for Category J)		\$ 4.50				
CATEGORY K – VARIABLE MESSAGE BOARDS PER TASK ORDER	UNIT					
Variable Message Board	PER BOARD PER DAY	\$50.00				
CATEGORY K SUB-TOTAL UNIT PRICING: (Instructions: Enter Total line item unit pricing for Category K)		\$ 50.00				

CATEGORY L –PAVEMENT MARKINGS PER TASK ORDER					
Item:	Product Type:	Unit:	Painted	Thermoplastic	Misc.
L-1	White – Solid				
	4"	GM	\$3,220	\$5,405	
	6"	GM	\$3,680	\$5,980	
	8"	LF	\$0.70	\$1.75	
	12"	LF	\$4.60	\$5.75	
	18"	LF	\$6.90	\$6.90	
	24"	LF	\$9.20	\$11.50	
L-2	White – Skip				
	4"	GM	\$1,150	\$1,725	
	6"	GM	\$1,380	\$2,300	
L-3	Yellow – Solid				
	4"	GM	\$3,220	\$5,405	
	6"	GM	\$3,680	\$5,980	
	8"	LF	\$0.70	\$1.75	
	12"	LF	\$3.45	\$4.60	
	18"	LF	\$5.20	\$6.90	
L-4	Yellow – Skip				
	4"	GM	\$1,150	\$1,725	
	6"	GM	\$1,380	\$2,300	
L-5	Yellow – Double				
	4"	GM	\$4,600	\$10,810	
	6"	GM	\$5,060	\$11,500	

L-6	Audible and Vibratory Pavement Markings				
	Yellow – Skip 4"	GM	\$9,430	\$9,430	
	Yellow – Skip 6"	GM	\$9,430	\$9,430	
	White – Solid 4"	GM	\$9,430	\$9,430	
	White – Solid 6"	GM	\$9,430	\$9,430	
L-7	Legends				
	"STOP"	EA	\$115	\$230	
	"R X R" (Includes 6" white)	EA	\$230	\$403	
	"ONLY"	EA	\$150	\$230	
	"LANE"		\$150	\$230	
	"MERGE"	EA	\$140	\$288	
	"SCHOOL"	EA	\$175	\$325	
	"AHEAD"	EA	\$165	\$300	
	" Visitor"	EA	\$140	\$288	
	"Resident"	EA	\$140	\$288	
	"Path"	EA	\$115	\$230	
L-7	Markings				
	TURN AND THROUGH LANE TURN ARROW	EA	\$175	\$250	
	THROUGH LANE USE ARROW	EA	\$175	\$250	
	TURN LANE USE ARROW	EA	\$175	\$250	
	BIKE OR CART	EA	\$150	\$225	
	BIKE ARROW	EA	\$150	\$225	
	YIELD TRIANGLES	EA	\$150	\$225	
L-8	Reflective Pavement Markers				
	Bi-Directional, Amber	EA	\$5.00	\$5.00	
	Mono-Directional Colorless	EA	\$5.00	\$5.00	
	Bi-Directional, White/Red	EA	\$5.00	\$5.00	

L-9	Miscellaneous				
	Removal of Existing Marking	SF			\$2.90
	Preform Thermoplastic 12"	LF			\$9.20
	Preform Thermoplastic 24"	LF			\$18.40
	Off Duty Law Enforcement Officer	HR			\$75.00
CATEGORY L SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category L)			\$68,745.75	\$95,141.15	\$105.50
CATEGORY L TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category L)				\$164,203.40	

SHADED NOT APPLICABLE

**Countywide Pavement Maintenance and Rehabilitation
Continuing Services**

Proposal Form B
PROPOSAL OF

Asphalt Paving Systems, Inc.
Full Legal Company Name

<u>9021 Wire Road Zephyrhills, FL 33540</u>	<u>813-788-0010</u>	<u>813-788-0020</u>
Mailing Address	Telephone Number	Fax Number

Proposers: Having become familiar with requirements of the project, and having carefully examined the Proposal Documents and Specifications entitled Countywide Pavement Maintenance and Rehabilitation Continuing Services in Sumter County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Proposal summarized as follows:

The following total unit costs (from the unit price proposal) shall include all material, labor, equipment, and any other additional charges including but not limited to mobilization and maintenance of traffic (MOT) required to accomplish the work of the unit cost for any locations within Sumter County. Partial proposals will be accepted on a per category basis. Proposers are **NOT** required to propose each category, but must provide pricing for **ALL** line items listed in those categories on the unit price proposal for which the proposer is capable of producing and have prior applicable experience.

FOR: Countywide Pavement Management and Rehabilitation Continuing Services

CATEGORY A TOTAL UNIT PRICING: \$ 220.65
(From the unit price proposal) Amount Written in Numerals

Two Hundred Twenty Dollars and Sixty Five cents /100
Amount Written in Words

CATEGORY B TOTAL UNIT PRICING: \$ 4,480.00
(From the unit price proposal) Amount Written in Numerals

Four Thousand Four Hundred Eighty Dollars and no Cents /100
Amount Written in Words

CATEGORY C TOTAL UNIT PRICING: \$ 60.15

(From the unit price proposal)

Amount Written in Numerals

Sixty Dollars and Fifteen Cents

/100

Amount Written in Words

CATEGORY D TOTAL UNIT PRICING: \$ 30.55

(From the unit price proposal)

Amount Written in Numerals

Thirty Dollars and Fifty Five Cents

/100

Amount Written in Words

CATEGORY E TOTAL UNIT PRICING: \$ 930.91

(From the unit price proposal)

Amount Written in Numerals

Nine Hundred Thirty Dollars and Ninty One Cents

/100

Amount Written in Words

CATEGORY F TOTAL UNIT PRICING: \$ 827.85

(From the unit price proposal)

Amount Written in Numerals

Eight Hundred Twenty Seven dollars and Eighty Five cents

/100

Amount Written in Words

CATEGORY G TOTAL UNIT PRICING: \$ N/B

(From the unit price proposal)

Amount Written in Numerals

N/B

/100

Amount Written in Words

CATEGORY H TOTAL UNIT PRICING: \$ 200.00

(From the unit price proposal)

Amount Written in Numerals

Two Hundred dollars and No cents

/100

Amount Written in Words

CATEGORY I TOTAL UNIT PRICING: \$ 17,250.00
(From the unit price proposal) Amount Written in Numerals

Seventeen Thousand Two Hundred Fifty Dollars and No Cents /100
Amount Written in Words

CATEGORY J TOTAL UNIT PRICING: \$ 4.50
(From the unit price proposal) Amount Written in Numerals

Four Dollars and Fifty Cents /100
Amount Written in Words

CATEGORY K TOTAL UNIT PRICING: \$ 50.00
(From the unit price proposal) Amount Written in Numerals

Fifty Dollars and no cents /100
Amount Written in Words

CATEGORY L TOTAL UNIT PRICING: \$ 164,203.40
(From the unit price proposal) Amount Written in Numerals

One Hundred Sixty Four Thousand Two Hundred and Three Dollars and Forty Cents /100
Amount Written in Words

Each Proposer shall print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the items shown above. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Proposal", and deem the Proposer nonresponsive to the requirements of the Proposal.

All Unit Prices shall be established at the beginning of the contract and may be adjusted (+ or -) annually upon approval of both the Contractor and County and only at the beginning of each renewal period. Any approved annual rate adjustments shall take effect with the first task order issued after the renewal period. Additional Unit Price items not included on the official proposal form will be submitted to the County's authorized representative for prior approval and will be added to the Standard Agreement through a Contract Amendment and must be accepted by both the Contractor and the County. Price adjustments for fuel and bituminous products will not be allowed on a task order basis. The only time adjustments are allowed are during the renewal period.

Note: The listing order of proposal items reflects a construction sequence in general terms for proposal purposes only and is not a specific construction schedule. **Sumter County reserves the right to award a contract to more than one proposer.**

PROPOSAL FORM C

All subcontractors and major materials suppliers are subject to approval of Owner. The following are subcontractors and manufacturers of materials and/or equipment that are proposed to be utilized by the Contractor in the performance of this work.

The proposer shall attach a copy of each current license and/or FDOT pre-qualification letters for the Sub-Contractor(s) listed below to this form.

[illegible]



Contractor Pre-Qualification (CPQ)

Prequalified Contractors Listing

9/24/2021 11:17:16 AM EST

[Return to Inquiry Menu](#)

Contractor with Name FAUSNIGHT STRIPE AND LINE, INC.
1-1 of 1 contractors

[Printer Friendly Version](#)

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
FAUSNIGHT STRIPE AND LINE, INC. F592556096003 EXPIRES: 11/30/2021	910 CHARLES STREET LONGWOOD, FL 32750 (407)261-5446	910 CHARLES STREET LONGWOOD, FL 32750 (407)261-5446
WORK CLASSES		
PAVEMENT MARKING		
ROADWAY SIGNING		



FLORIDA DEPARTMENT OF TRANSPORTATION

Report Technical Problems to the Service Desk @ 1-866-955-4357 or email:

[Service Desk](#)

Send Prequalification Questions or Comments to [Contracts Administration Office](#)

[Internet Privacy Policy](#), [Disclaimers & Credits](#)



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McKee Risk Management, Inc. 610 Freedom Business Center Drive, Suite 300 King of Prussia, PA 19406-1329	CONTACT NAME: Joseph J. Meola, CIC, CRM	
	PHONE (A/C, No, Ext): 609 561-4161	FAX (A/C, No): 609 567-2824
E-MAIL ADDRESS: cmoresco@mckeerisk.com		
INSURED Asphalt Paving Systems Inc. 500 N. Egg Harbor Road P O Box 530 Hammononton, NJ 08037	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Starr Indemnity & Liability Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC # 38318

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	1000025864211	04/01/2021	04/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		1000008480211	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$		1000586980211	04/01/2021	04/01/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	1000004574	04/01/2021	04/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SAMPLE

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Foreign Profit Corporation
ASPHALT PAVING SYSTEMS, INC.

Filing Information

Document Number F09000004816
FEI/EIN Number 22-3787755
Date Filed 12/04/2009
State NJ
Status ACTIVE

Principal Address

500 N. EGG HARBOR RD.
HAMMONTON, NJ 08037

Mailing Address

P.O. BOX 530
HAMMONTON, NJ 08037

Registered Agent Name & Address

Capoferri, Robert, President
9021 Wire Road
Zephyrhills, FL 33540

Name Changed: 03/28/2016

Address Changed: 03/28/2016

Officer/Director Detail

Name & Address

Title PVPT

CAPOFERRI, ROBERT
2561 AQUA VISTA BOULEVARD
FT LAUDERDALE, FL 33301

Title S

MESSINA, KENNETH G
2555 WEYMOUTH ROAD
HAMMONTON, NJ 08037

Title Assistant Corporate Secretary

Cresswell, Noelle
8241 Shenandoah Run
Wesley Chapel, FL 33544

Title Asst. Treasurer

Plummer, Steven G
P.O. BOX 530
HAMMONTON, NJ 08037

Annual Reports

Report Year	Filed Date
2016	01/30/2016
2017	01/19/2017
2018	02/13/2018

Document Images

02/13/2018 -- ANNUAL REPORT	View image in PDF format
01/19/2017 -- ANNUAL REPORT	View image in PDF format
03/28/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
01/30/2016 -- ANNUAL REPORT	View image in PDF format
05/11/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
01/21/2015 -- ANNUAL REPORT	View image in PDF format
03/24/2014 -- ANNUAL REPORT	View image in PDF format
02/12/2013 -- ANNUAL REPORT	View image in PDF format
02/13/2012 -- ANNUAL REPORT	View image in PDF format
02/25/2011 -- ANNUAL REPORT	View image in PDF format
01/04/2011 -- ANNUAL REPORT	View image in PDF format
02/08/2010 -- ANNUAL REPORT	View image in PDF format
12/04/2009 -- Foreign Profit	View image in PDF format

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Asphalt Paving Systems, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O Box 530

6 City, state, and ZIP code

Hammonton, NJ 08037

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

2 2 - 3 7 8 7 7 5 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► **9/24/2021**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

7/24/2020 10:18:49 AM E:

[Return to Inquiry Menu](#)

Contractor with Name ASPHALT PAVING SYSTEMS, INC.
1-1 of 1 contractors

[Printer Friendly Version](#)

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
ASPHALT PAVING SYSTEMS, INC. F223787755010 EXPIRES: 6/30/2021	PO BOX 530 HAMMONTON, NJ 08037-0530 (609)561-4161	9021 WIRE ROAD ZEPHYRHILLS, FL 33540 (813)788-0010
WORK CLASSES DRAINAGE GRADING * JOINT AND CRACK SEALING	FLEXIBLE PAVING HOT PLANT-MIXED BITUM. COURSES	



FLORIDA DEPARTMENT OF TRANSPORTATION

Report Technical Problems to the Service Desk @ 1-866-955-4357 or email: [Service Desk](#)

Send Prequalification Questions or Comments to [Contracts Administration Office](#)
[Internet Privacy Policy](#), [Disclaimers](#) & [Credits](#)





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**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Asphalt Paving Systems Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 1215880

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 1215880

Approved by:

Employer Asphalt Paving Systems Inc	
Name (Please Type or Print) Steven G Plummer	Title
Signature Electronically Signed	Date 07/22/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/22/2017

Company ID Number: 1215880

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Asphalt Paving Systems Inc
Company Facility Address	500 N Egg Harbor Road Hammonton, NJ 08037
Company Alternate Address	P.O. Box 530 Hammonton, NJ 08037
County or Parish	ATLANTIC
Employer Identification Number	223787755
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	2



Company ID Number: 1215880

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)
NEW JERSEY	1 site(s)

Company ID Number: 1215880

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Michelle Donio
Phone Number (609) 561 - 4161 ext. 207
Fax Number (609) 567 - 2824
Email Address mdonio@asphaltpavingsystems.com

Name Tammi Massey
Phone Number (609) 561 - 4161 ext. 214
Fax Number (609) 567 - 2824
Email Address tmassey@asphaltpavingsystems.com

Name Steven G Plummer
Phone Number (609) 561 - 4161 ext. 215
Fax Number (609) 567 - 2824
Email Address steve.plummer@comcast.net

Company ID Number: 1215880

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Paving References

Asphalt Paving Systems, Inc.

Project Name	Annual Asphalt Pavement Rehabilitation (Term Contract)
Owner	Pasco County
Contact	Michael Silvery
Address	4454 Grand Blvd. New Port Richey, FL 34654
Telephone Number	727-834-3601
Email:	msilvey@pascocoountyfl.net
Project Description	Little Road; Milling and Paving
Date & Amount	January 2021 \$ 2,012,572.09

Project Name	Gulfport Resurfacing
Owner	City of Gulfport
Contact	Kendrix Anderson
Address	2401 53rd Street South Gulfoort, FL 33707
Telephone Number	727-893-1083
Email:	Kanderson@mygulfport.us
Project Description	Milling and Paving
Date & Amount	January 2021 \$ 371,000.00

Project Name	Street Rehabilitation
Owner	City of St. Pete Beach
Contact	Brett Warner
Address	155 Corey Avenue St. Pete Beach, FL 33706
Telephone Number	727-363-9254
Email:	N/A
Project Description	Milling and Paving
Date & Amount	January 2021 \$ 905,428.30

Project Name	Bid No. 20-062; Roadway Surfacing, Recontruction and Preservation
Owner	St Lucie County
Contact	Christopher Lestrangle
Address	2300 Virginia Avenue Ft. Pierce, FL 34982
Telephone Number	772-462-2511
Email:	lestranglec@stlucieco.org
Project Description	FDR, Chip Seal, and Mill & Paving
Date & Amount	January 2021 \$ 1,522,454.01

Project Name	Annual Resurfacing FY 18-19
Owner	City of Zephyrhills
Contact	Shane LeBlanc
Address	5335 8th Street
	Zephyrhills, FL 33542
Telephone Number	813-780-0022
Email	sleblanc@ci.zephyrhills.fl.us
Project Description	Mill, Paving, Micro and Chip Seal
Date & Amount	1/1/2019 \$391,557.40

Full Depth Reclamation References

Asphalt Paving Systems, Inc.

Project Name	City of Palm Bay Eldron Unit 41/
Owner	City of Palm Bay (VA Paving Was Prime Contractor)
Contact	Hector Franco
Address	120 Malabar Road SE
	Palm Bay, FL 32907
Telephone Number	321-952-3400
Project Description	FDR (Cement & Emulsion)
Date & Amount	10/1/2019 \$1,071,501.05

Project Name	C12-05-167; Chip Seal and Asphalt Surfacing (Term)
Owner	St Lucie County
Contact	Christopher Lestrangle
Address	2300 Virginia Avenue
	Ft. Pierce, FL 34982
Telephone Number	772-462-2511
Email:	lestranglec@stlucieco.org
Project Description	FDR (Cement & Emulsion)
Date	7/5/16 - 12/31/2019

Project Name	CR-278 (Peacock Rd) Anderson Columbia was prime contractor
Owner	Jackson County
Address	2864 Madison Street
	Marianna, FL 32448
Telephone Number	850-482-9677 (Jackson County)
Contact	Kevin Buchanan (Anderson Columbia)
Email:	Kkevinb@andersoncolumbia.com
Project Description	FDR (Cement & Emulsion)
Date & Amount	Jan. 2020 \$350,000

Project Name	Annual Asphalt Pavement Rehabilitation (Term Contract)
Owner	Pasco County
Contact	Efrain Figueroa
Address	8919 Government Drive
	New Port Richey, FL 34654
Telephone Number	727-834-3601
Email:	efigueroa@pascocountyfl.net
Project Description	FDR (Cement & Emulsion)
Date & Amount	9/30/17 - 12/31/2018 \$5,000,000

Project Name	Full Depth Reclamation Project
Owner	City of Dunedin
Contact	
Address	737 Loudon Avenue, 2nd Floor
	Dunedin, FL 34697
Telephone Number	727-298-3208
Project Description	FDR (Cement & Emulsion)
Date	Sep. 2019

Project Name	Pavement Alternative Methods (term contract)
Owner	Polk County
Contact	Katia Delgado
Address	300 Sheffield Road
	Winter Haven, FL 33880
Telephone Number	863-393-4114
Email:	KatiaDelgado@polk-county.net
Project Description	FDR (Cement & Emulsion)
Date	5/30/17 - 12/31/2018

Project Name	Piggyback of Polk Co. Pavement Alternative Methods (term contract)
Owner	City of St Cloud
Contact	Dianna Rawleigh
Address	1300 9th Street
	St Cloud FL
Telephone Number	407-957-7103
Project Description	FDR (Cement & Emulsion) Nolte Rd
Date & Amount	4/1/2018 \$ 1,450,255.00
Email:	dianna.rawleigh@stcloud.org

Project Name	Piggyback-Pavement Alternative Methods (term contract)
Owner	Brevard County
Contact	Bruce Black
Address	2825 Judge Fran Jamieson Way
	Melbourne, FL 32940
Telephone Number	321-690-6815
Email:	bruce.black@brevardfl.gov
Project Description	FDR (Cement & Emulsion)
Date & Amount	2019-2020 \$2,000,000

Cold-in-Place Recycling References

Project Name	Cold In Place Bituminous Base Recycling with Asphalt Resurfacing
Owner	Orange County
Contact	Eddy Quinn
Address	4200 S John Young Pkwy
	Orlando, FL 32839
Telephone Number	407-836-7960
Project Description	CIR
Date & Amount	5/30/17 -2019 \$3,391,350.00
	Edward.Quinn@ocfl.net

Project Name	Lorraine Road Cold Recycle
Owner	Manatee County
Contact	Brian Martineau
Address	1026 26th Avenue E
	Bradenton, FL 34208
Telephone Number	941-720-1085
Project Description	CIR Clay Gully Rd
Date & Amount	2019

Project Name	2015-2016 Annual Asphalt Pavement Rehabilitation
Owner	Pasco County
Contact	Efrain Figueroa
Address	8919 Government Drive
	New Port Richey, FL 34654
Telephone Number	727-834-3601
Project Description	FDR / CIR / MICRO / CRACK SEAL
Date & Amount	9/30/17 -2019 \$5,000,000

Project Name	
Owner	Seminole County
Contact	Calvin Landers
Address	100 E. 1st Street
	Sanford, FL 32771
Telephone Number	407-665-2332
Project Description	CIR Lake Markham Rd
Date & Amount	4/1/2018 \$601,660.00
	clanders02@seminolecountyfl.gov

Project Name	Lakewood Ranch Blvd CIR / AJAX
Owner	Manatee County

Contact	Brian Martineau
Address	1026 26th Avenue E
	Bradenton, FL 34208
Telephone Number	941-720-1085
Project Description	CIR Lakewood Ranch Blvd
Date & Amount	3/14/2019 \$728,042.00

Chip References

Project Name	Lorraine Road Cold Recycle
Owner	Manatee County
Contact	Brian Martineau
Address	1026 26th Avenue E
	Bradenton, FL 34208
Telephone Number	941-720-1085
Project Description	Chip
Date & Amount	

Project Name	C12-05-167; Chip Seal and Asphalt Surfacing
Owner	St Lucie County
Contact	Christopher Lestrangle
Address	2300 Virginia Avenue
	Ft. Pierce, FL 34982
Telephone Number	772-462-2511
Project Description	MICRO / CRACK SEAL / FDR / CHIP
Date & Amount	7/5/16 - \$325,074.00

Project Name	Pavement Alternative Methods (term contract)
Owner	Polk County
Contact	Katia Delgado
Address	300 Sheffield Road
	Winter Haven, FL 33880
Telephone Number	863-393-4114
Project Description	CIR / SP 9.5 / MICRO / CHIP / FDR
Date & Amount	5/30/17 - \$3,000,000

Project Name	Annual Resurfacing FY 16-17
Owner	City of Zephyrhills
Contact	Shane LeBlanc
Address	5335 8th Street
	Zephyrhills, FL 33542
Telephone Number	813-780-0022
Project Description	MICRO / SP 9.5 / CHIP
Date & Amount	2/1/16 - \$249,987.50

Project Name	
Owner	Osceola County
Contact	Shane King
Address	1 Courthouse Square

	Kissimmee, FL 34741
Telephone Number	407-742-7522
Project Description	CHIP / FOG/MICRO
Date & Amount	
Email	Shane.King@Osceola.org

Project Name	2016 Street Resurfacing Project
Owner	City of Davenport
Contact	Darryl Koon
Address	1 South Allapaha Avenue
	Davenport, FL 33836
Telephone Number	863-419-3300
Project Description	CHIP
Date & Amount	10/30/16 - \$250,022.90
Email	

Project Name	Chip Seal Bid No. 15-601
Owner	Nassau County
Contact	David Hern
Address	37356 Pea Farm Road
	Hilliard, FL 32046
Telephone Number	904-530-6175
Project Description	CHIP / FOG
Date & Amount	8/10/2017 - \$120,000.00
Email	Dhern@nassaucountyfl.com

Project Name	RFB RD 95-15 Pavement Preservation
Owner	Okaloosa County
Contact	Bryan Moore
Address	302 N. Wilson Street, Suite 203
	Crestview, FL 32526
Telephone Number	850-689-5772
Project Description	CHIP / MICRO / CRACK SEAL
Date & Amount	7/1/16 - \$174,108.80
Email	bmoore@co.okaloosa.fl.us

Project Name	Piggyback-Pavement Alternative Methods (term contract)
Owner	Brevard County
Contact	Bruce Black
Address	2825 Judge Fran Jamieson Way
	Melbourne, FL 32940
Telephone Number	321-690-6815
Project Description	Chip

Date & Amount

2019

Micro Surfacing & Crack Seal References

- | | | |
|----|---------------------|---|
| 1. | Project Name | C12-05-167; Chip Seal and Asphalt Surfacing |
| | Owner | St Lucie County |
| | Contact | Christopher Lestrangle |
| | Address | 2300 Virginia Avenue |
| | | Ft. Pierce, FL 34982 |
| | Telephone Number | 772-462-2511 |
| | Project Description | MICRO / CRACK SEAL / FDR / CHIP |
| | Date | 7/5/16 - Current |
| | Email | lestranglec@stlucieco.org |

- | | | |
|----|---------------------|------------------------|
| 2. | Project Name | Annual Micro Surfacing |
| | Owner | Osceola County |
| | Contact | Shane King |
| | Address | 1 Courthouse Square |
| | | Kissimmee, FL 34741 |
| | Telephone Number | 407-742-7522 |
| | Project Description | CHIP / FOG/MICRO |
| | Date | 2019-2020 |
| | Email | Shane.King@Osceola.org |

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|----|---------------------|---------------------------------|
| 3. | Project Name | Annual Resurfacing FY 18-19 |
| | Owner | City of Zephyrhills |
| | Contact | Shane LeBlanc |
| | Address | 5335 8th Street |
| | | Zephyrhills, FL 33542 |
| | Telephone Number | 813-780-0022 |
| | Project Description | MICRO / SP 9.5 / CHIP/CAPE SEAL |
| | Date | Jan-19 |
| | Email | sleblanc@ci.zephyrhills.fl.us |

- | | | |
|----|---------------------|---------------------------------------|
| 5. | Project Name | 2017 Roadway Resurfacing and Striping |
| | Owner | City of Seminole |
| | Contact | Jeremy Hockenbury |
| | Address | 9199 113th Street N |
| | | Seminole, FL 33772 |
| | Telephone Number | 727-397-6383 |
| | Project Description | MICRO / CRACK SEAL / SP 9.5 |
| | Date & Amount | 7/1/17 - \$155,000 |
| | Email | jhockenbury@myseminole.com |

- | | | |
|-----|---------------------|--|
| 6. | Project Name | Annual Microsurfacing Project |
| | Owner | City of Ft. Lauderdale |
| | Contact | Barbara Howell |
| | Address | 100 N. Andrews Avenue
Fort Lauderdale |
| | Telephone Number | 954-828-4505 |
| | Project Description | MICRO / CRACK SEAL |
| | Date | December 5th 2017-2019 |
| | Email | bhowell@fortlauderdale.gov |
| 7. | Project Name | Annual Pavement Preservation Treatments |
| | Owner | City of Lakeland |
| | Contact | Troy McCain |
| | Address | 407 Fairway Drive
Lakeland, FL 33801 |
| | Telephone Number | 863-834-3306 |
| | Project Description | MICRO / CRACK SEAL |
| | Date & Amount | Jan-19 |
| | Email | troy.mccain@lakelandgov.net |
| 8. | Project Name | Pavement Alternative Methods (term contract) |
| | Owner | Polk County |
| | Contact | Katia Delgado |
| | Address | 300 Sheffield Road
Winter Haven, FL 33880 |
| | Telephone Number | 863-393-4114 |
| | Project Description | CIR / SP 9.5 / MICRO / CHIP / FDR / CRACK SEAL/CAPE SEAL |
| | Date & Amount | 5/30/17 -2019 \$3,000,000 |
| | Email | KatiaDelgado@polk-county.net |
| 9. | Project Name | RFB RD 95-15 Pavement Preservation |
| | Owner | Okaloosa County |
| | Contact | Bryan Moore |
| | Address | 302 N. Wilson Street, Suite 203
Crestview, FL 32526 |
| | Telephone Number | 850-689-5772 |
| | Project Description | CHIP / MICRO / CRACK SEAL |
| | Date | Apr-19 |
| | Email | bmoore@co.okaloosa.fl.us |
| 10. | Project Name | Yearly Road Building Services |
| | Owner | Manatee County |
| | Contact | Brian Martineau |

Address	1026 26th Avenue E
	Bradenton, FL 34208
Telephone Number	941-720-1085
Project Description	Micro-surfacing/ Chip Seal
Date & Amount	3/1/16 -2019 \$850,000.00
Email	brian.martineau@mymanatee.org

11	Project Name	Asphalt Pavement Preservation
	Owner	City of Jacksonville
	Contact	Janet Duffy
	Address	6455 Powers Ave
		Jacksonville, FL 32217
	Telephone Number	904-733-1478
	Project Description	Micro-surfacing
	Date	FY 2018-2019
	Email	jduffy@eismanrusso.com

12	Project Name	Pavement Preservation
	Owner	City of Tallahassee
	Contact	Art Sivilla
	Address	300 S. Adams St
		Tallahassee, FL 32301
	Telephone Number	850-570-7758
	Project Description	Micro-surfacing / Chip Seal / Cape Seal
	Date & Amount	FY 2018-2019
	Email	arturo.sivilla@talgov.com

13	Project Name	Michigan Blvd. Reclamation Project
	Owner	City of Dunedin
	Contact	
	Address	737 Loudon Avenue, 2nd Floor
		Dunedin, FL 34697
	Telephone Number	727-298-3208
	Project Description	FDR / SP 9.5/Micro
	Date & Amount	2018

14	Project Name	RFQ 17619, 2: Neighborhood Resurfacing and Pavement Treatment
	Owner	Hillsborough County BOCC
	Contact	
	Address	601 E. Kennedy Blvd, 22nd Floor
		Tampa, FL 33602
	Telephone Number	813-307-1868
	Project Description	MICRO/CHIP SEAL/CAPE SEAL
	Date & Amount	2019



CITY OF MOUNT DORA

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

DATE: January 18, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request Approval of Meeting Minutes
- November 16, 2021, Regular City Council Session Minutes

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. November 16, 2021 Regular City Council Minutes

Prepared by: Jessica Burnham, City Clerk

Reviewed by: Nicole Wisniewski, Deputy City Clerk

Final Approval - 1/11/2022

**CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL
MINUTES**



**November 16, 2021
Community Building
520 N. Baker St.
Mount Dora, FL 32757**

CALL TO ORDER

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

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

Vice-Mayor Massey led the Moment of Silence and Pledge of Allegiance to the Flag.

ROLL CALL

Members Present

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

Also Present

Patrick C. Comiskey, City Manager
Sherry G. Sutphen, City Attorney
Jessica Burnham, City Clerk

Not Present

Pam Burtnett, District 1

ACKNOWLEDGEMENT OF CERTIFIED ELECTION RESULTS

MOTION BY COUNILMEMBER ROLFSON TO ACCEPT THE CERTIFIED ELECTION RESULTS; COUNCILMEMBER CRAIL SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

SHORT RECESS FOLLOWED BY SWEARING-IN OF NEWLY ELECTED AND RE-ELECTED CITY COUNCIL MEMBERS

Mayor Hoechst called the meeting to a recess at approximately 5:32 pm.

Mayor Hoechst left the meeting.

Vice-Mayor Massey called the meeting back to order at approximately 5:35 pm and stated there was a still a quorum.

Vice-Mayor Massey asked Jessica Burnham, City Clerk, to administer the Oath of Office to newly elected John Cataldo, District 1 Councilmember.

Ms. Burnham administered the Oath of Office to re-elected Marc Crail, District 4 Councilmember.

Ms. Burnham administered the Oath of Office to newly elected Nate Walker, District 5 Councilmember.

Ms. Burnham administered the Oath of Office to newly elected Crissy Stile, Mayor.

ELECTION OF VICE MAYOR

MOTION BY COUNCILMEMBER BRYANT TO ELECT COUNCILMEMBER CRAIL AS VICE-MAYOR; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

ROLL CALL WITH NEWLY ELECTED CITY COUNCIL

Members Present

Crissy Stile, Mayor
Marc Crai, Vice-Mayor
John Cataldo, District 1 Cal
Rolfson, District 2 Austin
Guenther, District 3 Nate
Walker, District 5,
Doug Bryant, At Large

Also Present

Patrick C. Comiskey, City Manager
Sherry G. Sutphen, City Attorney
Jessica Burnham, City Clerk

Mayor Stile asked Sherry Sutphen, City Attorney, to speak on the item under her report at the beginning of the meeting under presentations.

**** The City Attorney's report was moved to presentations.***

PRESENTATIONS

Ms. Sutphen spoke on public record laws, sunshine law, and ethics.

PUBLIC COMMENTS

Janet Gamache, 1004 North Rossiter Street, Mount Dora Center for the Arts, welcomed the new incoming councilmembers and provided the council with updates on events that are forthcoming to the center.

APPROVAL OF AGENDA

Patrick Comiskey, City Manager, asked if item one under the consent agenda could be pulled for further discussion.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGENDA WITH THE CHANGE STATED; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

****ITEM ONE WAS PULLED OFF CONSENT AGENDA AND MOVED TO ACTION ITEM NUMBER ONE FOR FURTHER DISCUSSION.***

CONSENT AGENDA

****Consent agenda item was pulled off for further discussion and is now item number 1 under action items.***

ACTION ITEMS

1. Request approval of Amendment 1 to the Piggyback Agreement with Seminole Office Solutions, authorization for the City Manager to cause the issuance of a purchase order for lease of the equipment set forth in Attachment 1, in accordance with the Piggyback Agreement with Seminole Office Solutions and authorization for the Mayor or designee thereof to execute the Customer Service Agreement for lease of said equipment with Seminole Office Solutions.

John McKinney, Finance Director, stated that in the piggyback agreement, we appear to be off by one copier. We were supposed to be getting twelve versus the current thirteen, which will reduce the annual cost.

MOTION BY COUNCILMEMBER WALKER TO APPROVE AMENDMENT 1 TO THE PIGGYBACK AGREEMENT WITH SEMINOLE OFFICE SOLUTIONS, AUTHORIZATION FOR THE CITY MANAGER TO CAUSE THE ISSUANCE OF A PURCHASE ORDER FOR LEASE OF THE EQUIPMENT SET FORTH IN ATTACHMENT 1, IN ACCORDANCE WITH THE PIGGYBACK AGREEMENT WITH SEMINOLE OFFICE SOLUTIONS AND AUTHORIZATION FOR THE MAYOR OR DESIGNEE THEREOF TO EXECUTE THE CUSTOMER SERVICE AGREEMENT FOR LEASE OF SAID EQUIPMENT WITH SEMINOLE OFFICE SOLUTIONS; COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES **Councilmember Walker
Councilmember Guenther
Councilmember Cataldo
Councilmember Rolfson
Councilmember Bryant
Vice-Mayor Crail
Mayor Stile**

NO **None**

2. Request adoption of Resolution No. 2021-122, Application for African-American Cultural and Historical Grant

Ms. Sutphen read Resolution No.2021-122 , Application for African-American Cultural and Historical Grant, by title only.

RESOLUTION NO.2021-122

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE GRANT APPLICATION TO THE FLORIDA DIVISION OF HISTORICAL RESOURCES, AFRICAN-AMERICAN CULTURAL AND HISTORICAL GRANT FOR IMPROVEMENTS IN CAULEY LOTT PARK; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL TO SUBMIT APPLICATION AND COMMITMENT FOR MATCH; 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.

Mr. Comiskey introduced Amy Jewell, Lesuire Serives Director, who provided the council with an overview of the agenda item and stated that if we are awarded this grant it would go towards phase three for renovating Caluey Lott Park, which would be used to cover the basketball court and amphitheater.

Discussion ensued on suggestions that could be added to the grant application and the renovations to the park.

Mayor Stile opened public input

Laurie Tillet, 101 North Grandview, stated she is in favor of the modifications to be made in the park and just asked for there to be historical monuments.

Lynn Tacher, 8031 Saint James Way, stated she felt that the Martin Luther King center would be a good option for this grant.

Ozall Ward, 318 East Jackson, stated his views on the grant and stated he is in favor of this grant

Kay Volmar, 400 North Clayton Street, stated she is in support of the grant and also favored the idea of adding historical aspects to the park.

Mayor Stile closed public input.

MOTION BY COUNCILMEMBER WALKER TO APPROVE RESOLUTION NO. 2021-122, APPLICATION FOR AFRICAN-AMERICAN CULTURAL AND HISTORICAL GRANT; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Councilmember Walker Councilmember Rolfson Councilmember Guenther Councilmeber Bryant Councilmember Cataldo Vice-Mayor Crail Mayor Stile
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NO

None

33. Request adoption of Resolution No. 2021-127, FY 2020-21 Year End Budget Amendment

Ms. Sutphen read Resolution No.2021-127, FY 2020-21 Year End Budget Amendment, by title only.

RESOLUTION NO. 2021-127

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE YEAR-END BUDGET ADJUSTMENTS FOR FISCAL YEAR 2020-21; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF YEAR-END BUDGET ADJUSTMENTS; 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

Mr. McKinney stated this will establish the final year end budget for fiscal 2020-21 budgeted for the general fund, special revenue, debt service, capital improvement, enterprise and internal service funds and will give authority for moving funds between line items in a fund, where the total amount budgeted for the fund is not changed, is vested with the City Manager.

Counting Mr. McKinney stated that Section 166.241(4), Florida Statutes provides in part that "The governing body of each municipality at any time within a fiscal year or within 60 days following the end of the fiscal year may amend a budget for that year". Generally speaking, the City Council is only required to take action in those instances where the total appropriations (i.e. expenditures) within a fund are changed (either increased or decreased). Section 166.241(4)(c), Florida Statutes provides in part that "the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the municipality's charter."

Mayor Stile opened public input

No one spoke

Mayor Stile closed public input

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE RESOLUTION NO. 2021-127, FY 2020-21 YEAR END BUDGET AMENDMENT; VICE-MAYOR CRAIL

SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES **Councilmember Rolfson**
 Vice-Mayor Crail
 Councilmember Walker
 Councilmember Bryant
 Councilmember Cataldo
 Councilmember Guenther
 Mayor Stile

NO None

4. Discussion/action related to Start Time for City Council Meetings

Councilmember Walker spoke on the start time of the council meetings and stated he feels that it would be in the best interest for councilmembers and the public if the meetings could start at six o'clock.

Mayor opened public input

Josh Hemingway, 1177 East 5th Avenue, spoke on the meeting time and stated he would like to see the start time of seven o'clock.

Frank Kriwn, 1110 East 5th Avenue, stated he would like to see the meetings start at seven o'clock.

Mike Masterson, 7887 Crosswinds Way, inquired about city staff being at the meetings.

Michelle Middleton, 112 East 5th Avenue, stated she would like to see the meetings not start any later than six o'clock.

Mayor closed public input

Discussion took place on meeting times.

MOTION BY COUNCILMEMBER WALKER TO MOVE THE START TIME OF COUNCIL MEETINGS TO SIX P.M. STARTING IN JANUARY 2022; COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES **Councilmember Walker**
 Councilmember Guenther
 Councilmember Bryant
 Councilmember Cataldo
 Councilmember Rolfson

**Vice-Mayor Crail
Mayor Stile**

NO None

PUBLIC HEARINGS - RESOLUTION/ORDINANCES

1. Approval of First Reading of Ordinance No. 2021-07, Annexation for Route 46 Properties, LLC (33.38 acres)

Ms. Sutphen read Ordinance No.2021-07, Annexation for Route 46 Properties, LLC (33.38 acres), by title only.

Ordinance No. 2021-07

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF SR 46 AND WEST SIDE OF NORTON LANE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER CODE OF 2, ORDINANCES; PROVIDING 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.

Vince Sandersfeld, Planning and Zoning Director, provided an overview to council on the project.

Mayor Stile opened public hearing.

Jay Smith, 1046 McDonald Street, mentioned the possibility of having a map be presented during the presentation.

Mayor Stile closed public hearing.

Greg Beliveau, LPG Urban & Regional Planners, Inc, spoke on the project and gave a brief overview.

MOTION BY COUNCILMEMBER WALKER TO APPROVE FIRST READING OF ORDINANCE NO. 2021-07, ANNEXATION FOR ROUTE 46 PROPERTIES, LLC (33.38 ACRES); COUNCILMEMBER GUENTHER SECONDED THE

MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES **Councilmember Walker**
Councilmember Guenther
Councilmember Bryant
Councilmember Cataldo
Councilmember Rolfson
Vice-Mayor Crail
Mayor Stile

NO None

2. Approval of Single Reading (Final) Ordinance No. 2021-08, Small-Scale Future Land Use Map Amendment for Route 46 Properties, LLC

Ms. Sutphen read Ordinance No. 2021-08, Small-Scale Future Land Use Map Amendment for Route 46 Properties, LLC, by title only.

ORDINANCE NO: 2021-08

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

Mr. Sandersfeld stated that Florida Statutes Section 163.3187(2) requires only one public hearing before the City Council for Small-Scale Future Land Use Map Amendments. These are only associated with amendments of 50.00 acres or less which this property falls under.

Ms. Sutphen asked if there were any Ex-Parte communications.

Councilmember Rolfson disclosed that he was asked to meet with the developers and owners and stated that he did meet with them.

Vice-Mayor Crail disclosed that he was asked to meet with the developers and owners and stated that he did meet with them.

Councilmember Bryant disclosed that he was asked to meet with the developers and owners and stated that he did meet with them.

Mayor Stile opened public hearing.

Josh Heimanway, 1177 East 1st Avenue, stated his concerns about growth and if the utilities and water would be able to stand with it.

Mr. Sanderfeld stated that each applicant is evaluated for these concerns and we are prepared for growth from a planning standpoint.

Mayor Stile closed public hearing.

Discussion ensued on the tax base, strategic plan, and traffic impacts.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE SINGLE READING (FINAL) ORDINANCE NO. 2021-08, SMALL-SCALE FUTURE LAND USE MAP AMENDMENT FOR ROUTE 46 PROPERTIES, LLC; COUNCILMEMBER GUNETHER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Councilmember Rolfson Councilmember Guenther Councilmember Walker Councilmember Bryant Councilmember Cataldo Vice-Mayor Crail Mayor Stile
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NO	None
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3. Request adoption of Resolution No. 2021-44, Preliminary PUD Route 46 Properties, LLC

Ms. Sutphen read Resolution No. 2021-44, Preliminary PUD Route 46 Properties, LLC by title only.

RESOLUTION NO. 2021-44

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, RELATED TO THAT PRELIMINARY MASTER PLAN ENTITLED "ROUTE 46 PROPERTIES, LLC"; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR PRELIMINARY MASTER PLAN 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.

Mr. Sandersfeld introduced the agenda item and stated this is the preliminary PUD, it does not change the current zoning district that would be conducted if so approved during the final PUD.

Discussion ensued on the innovation district and how the elevations for setbacks and landscape would occur.

Mr. Bellavue, LPG Urban & Regional Planners, Inc, spoke briefly about the internal trail system within this PUD and how the trail will be interconnected.

Mayor Stile opened public hearing.

No one spoke

Mayor Stile closed public hearing.

MOTION BY COUNCILMEMBER GUENTHER TO APPROVE RESOLUTION NO. 2021-44, PRELIMINARY PUD ROUTE 46 PROPERTIES, LLC; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Councilmember Guenther
	Councilmember Rolfson
	Councilmember Walker
	Councilmember Bryant
	Councilmember Cataldo
	Vice-Mayor Crail
	Mayor Stile

NO	None
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4. Approval of First Reading of Ordinance No. 2021-20, Annexation for FRB Properties, LLLP (1.77 acres)

Sherry Sutphen, City Attorney, read Ordinance No. 2021-20, Annexation for FRB Properties, LLLP by title only.

ORDINANCE NO: 2021-20

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED AT THE SOUTHEAST CORNER OF US HIGHWAY 441 AND ROBIE AVENUE; 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.

Mr. Sandersfeld provided council with an overview of the annexation.

Mayor Stile opened public hearing.

No one spoke

Mayor Stile closed public hearing.

Discussion ensued on the notification process with surrounding property owners.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE FIRST READING OF ORDINANCE NO. 2021-20, ANNEXATION FOR FRB PROPERTIES, LLLP (1.77 ACRES); COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Councilmember Rolfson Councilmember Guenther Councilmember Walker Councilmember Bryant Councilmember Cataldo Vice-Mayor Crail Mayor Stile
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NO	None
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5. Approval of Single Reading (Final) Ordinance No. 2021-21, Small-Scale Future Land Use Map Amendment for FRB Properties, LLLP

Ms. Sutphen read Ordinance No. 2021-21, Small-Scale Future Land Use Map Amendment for FRB Properties, LLLP, by title only.

ORDINANCE NO: 2021-21

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO A CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF MOUNT DORA COMPREHENSIVE PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLASUE; PROVIDING FOR NON-

CODIFICATION AND SCRIVERNER'S ERRORS; PROVIDNG FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Sandersfeld gave an overview of the agenda item to City Council.

Mayor Stile asked Council if anyone had any ex parte communications for this item.

No ex parte communications were voiced.

Mayor Stile opened public hearing.

Jimmy Crawford, 702 West Montrose Street, Clermont, FL 34711, stated he represents the owner of the property and spoke about the land uses in regards to the property.

Mayor Stile closed public hearing.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE SINGLE READING (FINAL) ORDINANCE NO. 2021-21, SMALL-SCALE FUTURE LAND USE MAP AMENDMENT FOR FRB PROPERTIES, LLLP; COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES **Councilmember Rolfson
Councilmember Guenther
Councilmember Walker
Councilmember Bryant
Councilmember Cataldo
Vice-Mayor Crail
Mayor Stile**

NO **None**

6. Approval of First Reading of Ordinance No. 2021-22, Change in Zoning FRB Properties, LLLP

Ms. Sutphen, read Ordinance No. 2021-22, Change in Zoning FRB Properties, LLLP by title only.

ORDINANCE NO: 2021-22

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY GENERALLY LOCATED AT THE SOUTHEAST CORNER OF US

HIGHWAY 441 AND ROBIE A VENUE; 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.

Mr. Sandersfeld provided the Council with an overview and stated this is the final companion for this property.

Mayor Stile asked Council if anyone had any ex parte communications for this item.

No ex parte communications were voiced.

Mayor Stile opened public hearing.

No one spoke.

Mayor Stile closed public hearing.

MOTION BY VICE-MAYOR CRAIL TO APPROVE FIRST READING OF ORDINANCE NO. 2021-22, CHANGE IN ZONING FRB PROPERTIES, LLLP; COUNCILMEMBER BRYANT SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Vice-Mayor Crail Councilmember Bryant Councilmember Cataldo Councilmember Rolfson Councilmember Guenther Councilmember Walker Mayor Stile
NO	None

Mayor Stile called the meeting to a short recess at approximately 8:00 p.m.

Mayor Stile called the meeting back to order at approximately 8:10 p.m.

BOARD APPOINTMENTS

1. Advisory Board Appointments

Councilmember Guenther nominated Gerry Guenther to the Northeast CRA Advisory Committee.

MOTION BY COUNCILMEMBER GUENTHER TO APPOINT GERRY GUENTHER TO THE NORTHEAST CRA ADVISORY COMMITTEE; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

Councilmember Cataldo stated that he received an email from the boardmember of Planning and Zoning stating she was resigning her seat after her term was over.

Councilmember Cataldo asked council if they would consider him making a motion to have that member removed and reappoint a new member to that seat.

Ms. Sutphen stated that the code related to removal of a board/committee member indicates that they serve at the pleasure of the City Council. They can be removed at anytime by the City Council in the sole and absolute discretion of removal if necessary.

Discussion ensued about the request made.

Mayor Stile opened public input

Mike Materson, 7887 Crosswinds Way, spoke on past practice of the removal of a board/committee member.

Mayor Stile closed public input

Councilmember Cataldo stated he would wait for the December 7, 2021 meeting to make his new appointment.

CITY MANAGER

1. Lobbyist Update

Councilmember Rolfson provided the council with a lobbyist update.

2. City Manager's Report

Mr. Comiskey thanked Mr. Charles Revell and Ms. Merry Lovern for all their help with getting him acclimated to his new role.

CITY ATTORNEY'S REPORT

1. Sunshine Law/Public Records Refresher

****This portion of the agenda was heard at the beginning of the meeting under presentations.***

Ms. Sutphen stated there have been no new claims since last reported and mentioned that at the next Council meeting she will be providing a response in relation to the building height petition and give her recommendation.

COMMUNICATIONS AND REPORTS

1. Council Member John Cataldo

No report

2. Council Member Doug Bryant

Inquired about having workshops.

3. Council Member Austin Guenther

No report

4. Council Member Marc Crail

Thanked the outgoing council and mayor for their service and thanked the newly elected council for their willings to step up to the job.

Vice-Mayor Crail also mentioned an open house that would be taking place on Sunday, November, 21, between 10-2 that the Lake County Water Authority would be holding at the Wolf Branch sink.

5. Council Member Cal Rolfson

Thanked the newly elected council and thanked the city manager.

6. Council Member Nate Walker

Thanked the council and also gave thanks to his wife and family.

7. Mayor Crissy Stile

Thanked the staff for their time meeting with her. Mayor Stile spoke about an email she received from a resident giving her appreciation for firefighter Duarte's help with her mother and stated he went above and beyond in helping her.

Mayor Stile also spoke on the sudden passing of David Serdar of Fruitland Park and stated he was a huge political component for many different candidates and he would be missed.

Mayor Stile mentioned this Saturday, November, 20th, that from 4-9 pm, Mount Dora High School would be holding their Centennial Celebration.

FUTURE MEETING DATES

1. December 7, 2021, 5:30 PM, Regular Session
2. December 21, 2021, 5:30 PM, Regular Session
3. January 4, 2022, 5:30 PM, Regular Session
4. January 18, 2022, 5:30 PM, Regular Session

ADJOURNMENT

There being no further business for discussion, the meeting adjourned at approximately 8:49 p.m.

CRISSY STILE
MAYOR CITY OF MOUNT DORA

JESICA BURNHAM
CITY CLERK



CITY OF MOUNT DORA

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

DATE: January 18, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request adoption of Resolution 2022-04, FY 2021-2022 Budget Adjustment

Introduction:

This is a request for the City Council to approve Resolution No. 2022-04, Budget Amendment.

Discussion:

Budget amendments require City Council approval when the revenue and expenditures are increased or decreased from the original approved budget. The City Council must provide formal budget approval that recognizes the unanticipated revenues and expenditures. The budget amendments which are recommended are included in Exhibit "A" of Resolution 2022-04, and reflect increases or decreases of accounts for revenues and expenditures of each affected fund.

Budget Impact:

Establish the amended Budget for Fiscal 2021-22 budgeted for the General Fund, Special Revenue, Debt Service, Capital Improvement, Enterprise and Internal Service funds per Exhibit "A".

Strategic Impact:

Sustainability of Fiscal Resources is a priority of the City Council.

Recommendation Approval of Resolution 2022-04, Fiscal Year 2021-2022 Budget Amendment

Attachment(s):

1. Resolution 2022-04 FY 21-22 budget adjustment.SGS
2. Exhibit A Resolution 2022-04

Prepared by: John McKinney, Finance Director

Reviewed by: Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 1/10/2022

Approved - 1/11/2022

Approved - 1/11/2022

Final Approval - 1/12/2022

RESOLUTION 2022-04

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO BUDGET ADJUSTMENTS FOR FISCAL YEAR 2021-22; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF 2021-2022 BUDGET ADJUSTMENTS; 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, on September 21, 2021, the City of Mount Dora, adopted Resolution 2021-94, approving the City's total operating budget for Fiscal Year 2021-22; and

WHEREAS, in order to recognize unanticipated revenues and expenditures, it is necessary to make adjustments to the City's 2021-22 operating budget.

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 2021-2022 Budget Adjustments. The City's 2021-22 Operating Budget is hereby adjusted as set forth in **Exhibit "A"** attached hereto. As applicable, the transfer of funds may be made from any legally acceptable source.

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 this adjustment to the Fiscal Year 2021-22 Budget, as well as any 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 18th day of January 2022.

CRISSY STILE
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”

Budget Adjustments
Fiscal Year 2021-22

Exhibit "A"

AMENDED BUDGET FISCAL YEAR 2021 - 2022			
FUND	Adopted Resolution 2021-94	Adjustments	Amended Resolution 2022-04
001 - General Fund	\$ 24,773,556	\$ (97,952)	\$ 24,675,604
015 - ARPA/CARES Act	\$ -	\$ 3,635,196	\$ 3,635,196
111 - Discretionary Sales Tax	\$ 2,776,951	\$ (142,758)	\$ 2,634,193
117 - Community Redevelopment Agency	\$ 2,659,161	\$ 104,675	\$ 2,763,836
118 - Northeast Community Redevelopment Agency	\$ 1,544,948	\$ 38,992	\$ 1,583,940
120 - Law Enforcement Trust Fund	\$ 23,500	\$ -	\$ 23,500
123 - Protective Inspections	\$ 1,887,866	\$ -	\$ 1,887,866
124 - Police Impact Fee	\$ 177,781	\$ -	\$ 177,781
125 - Fire Impact Fee	\$ 420,000	\$ -	\$ 420,000
126 - Library Impact Fee	\$ 619,570	\$ -	\$ 619,570
127 - Parks Impact Fee	\$ 2,136,622	\$ -	\$ 2,136,622
131 - Fire Assessment Fee	\$ 14,957,198	\$ (94,941)	\$ 14,862,257
150 - Cemetery	\$ 80,000	\$ -	\$ 80,000
200 - Debt Service	\$ 10,823,800	\$ (9,179,091)	\$ 1,644,709
310 - Capital Construction	\$ 29,961,770	\$ (8,675,004)	\$ 21,286,766
410 - Electric	\$ 11,367,578	\$ 500,000	\$ 11,867,578
415 - Electric Construction	\$ 1,426,556	\$ -	\$ 1,426,556
421 - Water / Wastewater Utility	\$ 24,848,854	\$ (623,723)	\$ 24,225,131
422 - Wastewater Impact Fee	\$ 1,618,343	\$ -	\$ 1,618,343
423 - Water Impact Fee	\$ 647,816	\$ -	\$ 647,816
425 - Water / Wastewater Construction	\$ 16,113,827	\$ (546,724)	\$ 15,567,103
430 - Sanitation Utility	\$ 2,810,078	\$ -	\$ 2,810,078
440 - Stormwater Utility	\$ 1,982,822	\$ 431,601	\$ 2,414,423
445 - Stormwater Construction	\$ 671,599	\$ (78,484)	\$ 593,115
500 - Fleet/Warehouse	\$ -	\$ 9,179,091	\$ 9,179,091
501 - Vehicle Replacement	\$ 345,658	\$ -	\$ 345,658
510 - Self Insured Health	\$ 3,527,125	\$ -	\$ 3,527,125
515 - Property & Casualty & Workers Compensation	\$ 699,803	\$ -	\$ 699,803
Total City Wide Budget	<u>\$ 158,902,781</u>	<u>\$ (5,549,122)</u>	<u>\$ 153,353,659</u>

**Exhibit "A" DETAIL FOR RES. 2022-04
STAFF RECOMMENDED ADJUSTMENTS**

FUND	ACCOUNT DESCRIPTION	ADOPTED BUDGET	PROPOSED ADJUSTMENT	AMENDED BUDGET	Description
GENERAL FUND - 001					
001-0000-389.10-01	ESTIMATED CARRYFORWARD	616,571	(97,952)	518,619	DECREASE FROM PO ROLLOVER
	REVENUES		(97,952)		
001-5150-531.00-00-PL2104	PROFESSIONAL SERVICES	158,897	(2,302)	156,595	DECREASE PO 21-51449 ROLLOVER - TRAFFIC MASTERPLAN; RES. NO 2020-150
001-5721-534.00-00	OTHER CONTRACTUAL SERICE	51,497	(51,497)	-	DECREASE PO 21-51764 ROLLOVER - LANDSCAPE MAINTENANCE
001-5721-546.00-00	REPAIR & MAINT SERVICES	2,859	(2,859)	-	DECREASE PO 21-51802 ROLLOVER - GILBERT PARK GATE REPAIRS
001-5160-546.00-00	REPAIR & MAINT SERVICES	0	5,221	5,221	INCREASE PO 21-51826 ROLLOVER - ENGINEERING PC SET UP AND PLANNING MONITORS
001-5160-546.00-00	REPAIR & MAINT SERVICES	0	6,165	6,165	INCREASE PO 21-51573 ROLLOVER - TRENDMICRO ANTIVIRUS RENEWAL
001-5110-531.00-00	PROFESSIONAL SERVICES	0	8,400	8,400	INCREASE PO 21-51692 ROLLOVER - CITY MANAGER RECRUITMENT SERVICES
001-5130-534.00-00	OTHER CONTRACTUAL SERVICE	0	3,000	3,000	INCREASE IN SOFTWARE LICENSE FEES - SMARTSHEETS
001-5555-581.03-10	TRANSFER TO GENERAL CONSTRUCTION	539,544	(64,080)	475,464	DECREASE IN TRANSFER TO CAPITAL
	EXPENDITURES		(97,952)		
ARPA/CARES Act - 015					
015-0000-331.50-01	FEMA DISASTER RELIEF	-	3,635,196	3,635,196	RECOGNIZE ARPA FUNDS RECEIVED
	REVENUES		3,635,196		
015-5555-581.04-25	TRANSFER TO WATER/WASTEWATER CONSTRUCTIC	-	3,635,196	3,635,196	TRANSFER TO ARPA PROJECTS IN FUND 425
	EXPENDITURES		3,635,196		
DISCRETIONARY SALES TAX - 111					
111-0000-389.10-01	ESTIMATED CARRYFORWARD	1,265,459	(142,758)		DECREASE FROM PO ROLLOVER
	REVENUES		(142,758)		
111-5555-581.03-10	TRANSFER TO GENERAL CONSTRUCTION	2,065,459	(142,758)	1,922,701	DECREASE IN TRANSFER TO CAPITAL FROM REDUCED PO ROLLOVERS
	EXPENDITURES		(142,758)		
COMM REDEVELOPMENT AGENCY - 117					
117-0000-338.91-00	CITY TAX INCREMENT	660,987	35,124	696,111	INCREASE OVER PROJECTIONS
117-0000-338.92-00	COUNTY TAX INCREMENT	559,011	90,489	649,500	INCREASE OVER PROJECTIONS
117-0000-338.93-00	LAKE WATER AUTHORITY	20,395	17,837	38,232	INCREASE OVER PROJECTIONS
117-0000-338.95-00	N.E.AMBULANCE INCREMENT	38,775	(38,775)	-	LINE ITEM TRANSFER - INCLUDED AS PART OF THE COUNTY INCREMENT
	REVENUES		104,675		
117-5151-543.00-00	UTILITY SERVICE	-	32,000	32,000	INCREASE IN WASTE MANAGEMENT SUNDAY SERVICE
117-5555-581.03-10	TRANSFER TO GENERAL CONSTRUCTION	1,495,670	72,675	1,568,345	INCREASE IN PARKING SOLUTION PER THE REDEVELOPMENT PLAN
	EXPENDITURES		104,675		
NE COMM REDEVELOPMENT AGENCY - 118					
118-0000-338.91-00	CITY TAX INCREMENT	373,781	(878)	372,903	INCREASE OVER PROJECTIONS
118-0000-338.92-00	COUNTY TAX INCREMENT	308,773	35,310	344,083	INCREASE OVER PROJECTIONS
118-0000-338.93-00	LAKE WATER AUTHORITY	8,676	20,285	28,961	INCREASE OVER PROJECTIONS
118-0000-338.95-00	N.E.AMBULANCE INCREMENT	15,725	(15,725)	-	LINE ITEM TRANSFER - INCLUDED AS PART OF THE COUNTY INCREMENT
	REVENUES		38,992		
118-5555-581.03-10	TRANSFER TO GENERAL CONSTRUCTION	840,543	38,992	879,535	INCREASE OF PROJECTIONS
	EXPENDITURES		38,992		

FIRE ASSESMENT FUND- 131

131-0000-389.10-01	ESTIMATED CARRYFORWARD	13,074,597	(94,941)	12,979,656	DECREASE FROM PO ROLLOVER
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REVENUES	(94,941)
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131-5555-581.03-10	TRANSFER TO CAPITAL	12,866,782	(94,941)	12,771,841	DECREASE IN TRANSFER TO CAPITAL
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EXPENDITURES	(94,941)
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DEBT SERVICE- 200

200-0000-381.00-01	TRANSFER FROM GENERAL FUND	423,611	(104,130)	319,481	RECLASSIFICATION OF DEBT SERVICE EXPENSE FROM FUND 200 TO 500
200-0000-381.01-18	TRANSFER FROM NE CRA	69,420	(69,420)	-	RECLASSIFICATION OF DEBT SERVICE EXPENSE FROM FUND 200 TO 500
200-0000-381.04-10	TRANSFERS FROM ELECTRIC	242,970	(242,970)	-	RECLASSIFICATION OF DEBT SERVICE EXPENSE FROM FUND 200 TO 500
200-0000-381.04-21	TRANSFERS FROM WATER/SEWER UTILITY FUND	323,735	(242,970)	80,765	RECLASSIFICATION OF DEBT SERVICE EXPENSE FROM FUND 200 TO 500
200-0000-381.04-40	TRANSFER FROM STORMWATER	34,710	(34,710)	-	RECLASSIFICATION OF DEBT SERVICE EXPENSE FROM FUND 200 TO 500
200-0000-389.10-01	ESTIMATED CARRYOVER	8,484,891	(8,484,891)	-	RECLASSIFICATION OF DEBT SERVICE EXPENSE FROM FUND 200 TO 500

REVENUES	(9,179,091)
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200-5555-581.03-10	TRANSFER TO CAPITAL	8,484,891	(8,484,891)	-	RECLASSIFICATION OF DEBT SERVICE EXPENSE FROM FUND 200 TO 500
200-5555-580.71-40	2018 CAPITAL IMPROVEMENT BOND PRINCIPAL	230,000	(230,000)	-	RECLASSIFICATION OF DEBT SERVICE EXPENSE FROM FUND 200 TO 500
200-5555-580.72-40	2018 CAPITAL IMPROVEMENTBOND INTREST	464,200	(464,200)	-	RECLASSIFICATION OF DEBT SERVICE EXPENSE FROM FUND 200 TO 500

EXPENDITURES	(9,179,091)
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GENERAL CONSTRUCTION - 310

310-0000-381.00-01	TRANSFER FROM GENERAL FUND	539,544	(64,080)	475,464	DECREASE FROM PO ROLLOVER
310-0000-381.01-11	TRANSFER FROM DISCRETIONARY	2,065,459	(142,759)	1,922,700	DECREASE FROM PO ROLLOVER
310-0000-381.01-17	TRANSFER FROM CRA	1,495,670	72,675	1,568,345	REBUDGET FOR PO ROLLOVER
310-0000-381.01-18	TRANSFER FROM NE CRA	825,000	38,992	863,992	REBUDGET FOR PO ROLLOVER
310-0000-381.01-31	TRANSFER FROM FIRE ASSESSMENT FUND	12,866,782	(94,941)	12,771,841	DECREASE FROM PO ROLLOVER
310-0000-384.00-20	DEBT PROCEEDS CARRY FORWARD	8,484,891	(8,484,891)	-	RECLASSIFICATION OF PUBLIC WORKS FACILITY PROJECT TO FUND 500

REVENUES	(8,675,004)
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310-5555-563.00-00-NCR003	IMP OTHER THAN BUILDINGS	-	168,847	168,847	INCREASE PO 21-51645 ROLLOVER - STORMWATER MASTER PLAN FOR THE NORTHEAST
310-5555-563.00-00-CR2109	IMP OTHER THAN BUILDINGS	1,085,410	(96,172)	989,238	DECREASE PO ROLLOVER - PARKING SOLUTIONS
310-5555-580.63.01-NE2210	IMP OTHER THAN BUILDINGS	472,060	38,992	511,052	REBUDGET - COMMUNITY RESOURCE & RECREATON CENTER DESIGN
310-5555-563.00-00-IT2002	IMP OTHER THAN BUILDINGS	133,097	(16,375)	116,722	DECREASE PO 20-1045 ROLLOVER - DOWNTOWN WIFI PROJECT
310-5555-563.00-CL2001	IMP OTHER THAN BUILDINGS	1,466,429	(16,746)	1,449,683	DECREASE PO 21-51574 ROLLOVER - CAULEY LOTT PARK - PHASE IV, V, VI
310-5555-563.00-00-PK2123	IMP OTHER THAN BUILDINGS	40,000	(31,942)	8,058	DECREASE PO 21-51707 ROLLOVER - PLAN
310-5555-563.00-00-PK2115	IMP OTHER THAN BUILDINGS	300,000	(11,430)	288,570	DECREASE PO 21-51775 ROLLOVER - PALM ISLAND
310-5555-563.00-00-PL2001	IMP OTHER THAN BUILDINGS	172,858	(82,859)	89,999	DECREASE PO 21-51665 ROLLOVER - TRAFFIC CALMING SPEED TABLES
310-5555-562.00-34-FS0034	BUILDING - FIRE STATION 34	7,568,600	(67,862)	7,500,738	DECREASE PO 21-51706 ROLLOVER - FIRE STATION 34
310-5555-563.00-00-DE1901	IMP OTHER THAN BUILDINGS	8,484,891	(8,484,891)	-	RECLASSIFICATION OF PUBLIC WORKS FACILITY PROJECT TO FUND 500
310-5555-562.00-35-FS0035	BUILDING - FIRE STATION 35	5,298,182	(27,079)	5,271,103	DECREASE PO 21-51694 ROLLOVER - FIRE STATION 35 - PRECONST.
310-5555-563.00-00-PK2006	IMP OTHER THAN BUILDINGS	1,600,856	(11,729)	1,589,127	DECREASE PO 21-51717 ROLLOVER - LINCOLN AVENUE POOL - PHASE 2
310-5555-563.00-00-PK2103	IMP OTHER THAN BUILDINGS	984,544	(8,979)	975,565	DECREASE PO 21-51718 ROLLOVER - TRIANGLE ELEMENTRY
310-5555-546.00-00-CP0809	REPAIR & MAINT SERVICES	283,968	(26,779)	257,189	DECREASE PO 21-51664 ROLLOVER - NEW SPEED TABLES ON OLD 441

EXPENDITURES	(8,675,004)
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ELECTRIC - 410

410-0000-381.04-40	TRANSFER FROM STORMWATER	-	500,000	500,000	PRIOR MONIES TRANSFERREDFROM ELECTRIC TO STORMWATER IN FY19-20
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REVENUES	500,000
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410-5555-589.10-01	CURRENT YEAR FUND BALANCE	510,464	500,000	1,010,464	REPLENISHMENT OF POWER COST RESERVES
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EXPENDITURES	500,000
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WATER/WASTEWATER - 421

421-0000-389.10-01	ESTIMATED CARRYFORWARD	3,031,250	(623,723)	2,407,527	DECREASE FROM PO ROLLOVER
		REVENUES	(623,723)		
421-5330-531.00-00	PROFESSIONAL SERVICES	131,050	(2,080)	128,970	DECREASE PO 21-51401 ROLLOVER - WWTP2 GRANT FUNDING ANALYSIS
421-5330-531.00-00	PROFESSIONAL SERVICES	131,050	(23,600)	107,450	DECREASE PO 21-51594 ROLLOVER - WETLAND & HYDROLOGIC MONITORING FOR CUP
421-5353-546.00-00	PROFESSIONAL SERVICES	434,558	(27,258)	407,300	DECREASE PO 21-51793 ROLLOVER - PREPARE EMERGENCY PLANT
421-5360-531.00-00	PROFESSIONAL SERVICES	84,499	(3,500)	80,999	DECREASE PO 21-51488 ROLLOVER - LIFT STATION GENERATORS INSPECTION
421-5360-531.00-00	PROFESSIONAL SERVICES	84,499	(4,999)	79,500	DECREASE PO 21-51505 ROLLOVER - STATE LOBBYING SERVICES
421-5330-546.00-00	REPAIR & MAINT SERVICES	106,488	(6,488)	100,000	DECREASE PO 21-51789 ROLLOVER - ADD'L SERV-EVALUATE UNDEVELOPED PROPERTIES
421-5360-552.00-00	OPERATING SUPPLIES	23,089	(9,074)	14,015	DECREASE PO 21-51794 ROLLOVER - CL2 ANALYZERS
421-5555-581.04-25	TRANSFER TO WWW CONSTRUCTION FUND	10,202,435	(546,724)	9,655,711	DECREASE TRANSFER FOR THE RESPECTIVE PROJECTS
		EXPENDITURES	(623,723)		

WATER/WASTEWATER CONSTRUCTION- 425

425-0000-331.10-00	FEDERAL GRANT	5,515,392	(3,635,196)	1,880,196	DECREASE IN FEDERAL GRANT REVENUE
425-0000-381.00-15	TRANSFERS FROM ARPA/CARES ACT	-	3,635,196	3,635,196	INCREASE TRANSFER FROM ARPA/CARES ACT FUND FOR ARPA PROJECTS
425-0000-381.04-21	TRANSFERS FROM WATER/SEWER UTILITY FUND	10,202,435	(546,724)	9,655,711	DECREASE TRANSFER FROM FUND 421 FOR THE RESPECTIVE PROJECTS
		REVENUES	(546,724)		
425-5555-563.00-00-WA1603	IMP OTHER THAN BUILDINGS	862,184	(7,452)	854,732	DECREASE PO 19-588 ROLLOVER - CEI HWY 441UTIL RELOCATES
425-5555-563.00-00-WA1603	IMP OTHER THAN BUILDINGS	862,184	(361,217)	500,967	DECREASE PO 19-656 ROLLOVER - 441 UTIL RELOCATE -DRINKING WATER SRF
425-5555-580.63.01-WA0801	IMP OTHER THAN BUILDINGS	132,114	(18,063)	114,051	DECREASE PO 21-51593 ROLLOVER - WTP2 MTU GENERATOR OIL LEAK
425-5555-580.63.01-WA0502	IMP OTHER THAN BUILDINGS	57,320	(57,320)	-	DECREASE PO 21-51731 ROLLOVER - REPAIR & RENO MAIN 10TH & HELEN
425-5555-580.63.01-WA1502	IMP OTHER THAN BUILDINGS	84,600	(84,600)	-	DECREASE PO 21-51731 ROLLOVER - REPAIR & RENO MAIN 10TH & HELEN
425-5555-580.63.01-WA0801	IMP OTHER THAN BUILDINGS	132,114	(9,968)	122,146	DECREASE PO 21-51794 ROLLOVER - CL2 ANALYZERS
425-5555-580.63.01-WA0801	IMP OTHER THAN BUILDINGS	132,114	(8,104)	124,010	DECREASE PO 21-51804 ROLLOVER - WTP 1/HDP-3 MECH SEAL REPAIR & REBUILD
		EXPENDITURES	(546,724)		

STORMWATER - 440

440-0000-389.10-01	ESTIMATED CARRYFORWARD	379,869	(130,399)	249,470	DECREASE PO ROLLOVER
440-0000-389.10-01	ESTIMATED CARRYFORWARD	249,470	562,000	811,470	INCREASE DUE TO FEMA REIMBURSEMENT OF DOGWOOD MOUNTAIN
		REVENUES	431,601		
440-5370-531.00-00-SW2002	PROFESSIONAL SERVICES	129,903	(5,318)	124,585	DECREASE PO 20-1007 ROLLOVER - STORMWATER MASTER PLAN
440-5370-531.00-00	PROFESSIONAL SERVICES	-	15,403	15,403	RAFTELIS RATE STUDY
440-5555-581.04-45	TRANSFER TO STORMWATER CONSTRUCTION	371,599	(140,484)	231,115	DECREASE TRANSFER FOR THE RESPECTIVE PROJECTS
440-5555-581.04-45	TRANSFER TO STORMWATER CONSTRUCTION	231,115	62,000	293,115	INCREASE LIBERTY AVE STORMWATER TREATMENT PROJECT COST TO INCLUDE ENGINEERING
440-5555-581.04-10	TRANSFER TO ELECTRIC	-	500,000	500,000	MONIES TRANSFERRED FROM STORMWATER TO ELECTRIC VIA GENERAL FUND FY19-20
		EXPENDITURES	431,601		

STORMWATER CONSTRUCTION- 445

445-0000-381.04-40	TRANSFER FROM STORMWATER	371,599	(140,484)	231,115	DECREASE FROM PO ROLLOVER
445-0000-381.04-40	TRANSFER FROM STORMWATER	231,115	62,000	293,115	INCREASE LIBERTY AVE STORMWATER TREATMENT PROJECT COST TO INCLUDE ENGINEERING
		REVENUES	(78,484)		
445-5555-563.00-00-SW2114	IMP OTHER THAN BUILDINGS	112,329	(3,050)	109,279	DECREASE PO 21-51453 ROLLOVER - HILLTOP DRAINAGE DESIGN
445-5555-563.00-00-SW2001	IMP OTHER THAN BUILDINGS	135,278	(135,278)	-	DECREASE PO 21-51637 ROLLOVER - GMP FOR HELEN ST DRAINAGE IMP CMAR
445-5555-563.00-00-SW2002	IMP OTHER THAN BUILDINGS	2,156	(2,156)	-	DECREASE PO 20-1092 ROLLOVER - HELEN ST DRAINAGE
445-5555-580.63-01-SW1807	IMP OTHER THAN BUILDINGS	345,739	62,000	407,739	INCREASE LIBERTY AVE STORMWATER TREATMENT PROJECT COST TO INCLUDE ENGINEERING
		EXPENDITURES	(78,484)		

FLEET/WAREHOUSE - 500

500-0000-389.10-01	DEBT PROCEEDS CARRY FORWARD	-	8,484,891	8,484,891	PROJECT DE1901 MOVED TO ITS OWN FUND
500-0000-381.00-01	TRANSFER FROM GENERAL FUND	-	104,130	104,130	2018 CAPITAL IMPROVEMENT BOND PAYMENT
500-0000-381.01-18	TRANSFER FROM NE CRA	-	69,420	69,420	2018 CAPITAL IMPROVEMENT BOND PAYMENT
500-0000-381.04-10	TRANSFERS FROM ELECTRIC	-	242,970	242,970	2018 CAPITAL IMPROVEMENT BOND PAYMENT
500-0000-381.04-21	TRANSFERS FROM WATER/SEWER UTILITY FUND	-	242,970	242,970	2018 CAPITAL IMPROVEMENT BOND PAYMENT
500-0000-381.04-40	TRANSFER FROM STORMWATER	-	34,710	34,710	2018 CAPITAL IMPROVEMENT BOND PAYMENT
REVENUES			9,179,091		
500-5555-580.71-40	2018 CAPITAL IMPROVEMENT BOND PRINCIPAL	-	230,000	230,000	DEBT SERVICE PAYMENT - PRINCIPAL
500-5555-580.72-40	2018 CAPITAL IMPROVEMENTBOND INTREST	-	464,200	464,200	DEBT SERVICE PAYMENT - INTEREST
500-5555-563.00-00	IMP OTHER THAN BUILDINGS	-	8,484,891	8,484,891	PROJECT DE1901 MOVED TO ITS OWN FUND
EXPENDITURES			9,179,091		
TOTAL ADJUSTMENT		REVENUES	EXPENDITURES	VARIANCE	
		(5,549,122)	(5,549,122)	-	



CITY OF MOUNT DORA

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

DATE: January 18, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request adoption of Resolution 2022-03, Master Fee Schedule Update

Introduction:

This is a request for City Council to approve Resolution No. 2022-03, Master Fee Schedule Updates.

Discussion:

Resolution No. 2022-03 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. 2021-116 on October 5, 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.

RAFTELIS as requested by, Council on August 4, 2021, has done a preliminary review of the water, wastewater, and reclaimed water revenue sufficiently study, a stormwater revenue revenue sufficiently study, a sanitation review sufficiency study and a review of the City's Fiscal Year 2022 general fund cost allocation methodology. RAFTELIS is recommending, per the attached memo, that the following fees be implemented:

1. Water and wastewater rates by 3.6%
2. Stormwater rates at \$1.00 per month
3. Sanitation rates by 3.5%

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. 2022-03.

Attachment(s):

1. Attachment #1 RAFTELIS FY 2022 Letter
2. Resolution 2022-03 Master Fee Schedule.SGS
3. Exhibit A Resolution 2022-03, Master Fee Schedule

Prepared by: John McKinney, Finance Director

Reviewed by: Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 1/12/2022

Approved - 1/12/2022

Approved - 1/12/2022

Final Approval - 1/12/2022



January 5, 2022

Mr. John McKinney
Finance Director
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

Subject: **Fiscal Year 2022 Initial Observations and Recommendations**

Dear Mr. McKinney:

Raftelis Financial Consultants, Inc. (“Raftelis”) was retained by the City of Mount Dora (the “City”) to provide utility rate and financial consulting services pursuant to the agreement between the City and Raftelis signed August 4th, 2021 (the “Agreement”). These utility rate and financial consulting services include the completion of a series of studies including a water, wastewater, and reclaimed water revenue sufficiency study, a stormwater revenue sufficiency study, a sanitation revenue sufficiency study, a review of the City’s Fiscal Year 2022 general fund cost allocation methodology, and a building permit fee study (collectively referred to as the “Studies” or “Study”). As a part of the Study, Raftelis was tasked by the City to both review and provide recommendations on the City’s Fiscal Year 2022 general fund indirect cost allocation methodology and the proposed Fiscal Year 2022 rate adjustments for water, sewer, reclaimed water, stormwater, and sanitation service. Raftelis is also tasked to develop rate recommendations for the utility funds for fiscal years 2023 through 2027. Below is a summary of the major observations and recommendations regarding the initial fiscal year 2022 tasks by topic.

Fiscal Year 2022 General Fund Cost Allocation

The first task that Raftelis completed was a review of the City’s current Fiscal Year 2022 general fund indirect cost allocation methodology. This task was completed first as the results of the general fund indirect cost allocation directly impact the annual cost assumptions in the water, sewer, reclaimed water, stormwater, and sanitation rate studies. As a part of this analysis the City provided Raftelis with a copy of its Fiscal Year 2022 general fund indirect cost allocation calculation model and major assumptions used to develop the allocations. Raftelis reviewed the general fund allocations utilized by City staff and then met with the City’s Finance Department to discuss the allocation methodology in detail. It is our opinion after our review of the model and subsequent discussions with the City’s Finance Department that the methodology used to calculate the Fiscal Year 2022 general fund indirect cost allocation transfer is generally reasonable and defensible.

Fiscal Year 2022 Water, Wastewater, and Reclaimed Water Utility Rates

As a part of the previous utility rate study completed in August of 2019 a series of rate increases were proposed and adopted. These water, wastewater, and reclaimed water rate increases were for adjustments of 3.6% per year for fiscal years 2020 through 2024 and the City has implemented the rate increases for fiscal years 2020 and 2021. However, due to the continued economic and other impacts of the Covid-19 pandemic the City delayed the most

recent increase (originally scheduled for October 1, 2021) to provide some relief to its customers while certain other utility financial matters were confirmed. Based on discussions with the City's Utility and Finance Departments we are of the opinion that the previously adopted fiscal year 2022 rate increases of 3.6% to water, wastewater, and reclaimed water rates should still be implemented for the current fiscal year. This adjustment will help ensure that the utility system can cover its operating, capital, debt service, and other costs as well as maintain sufficient cash balances and required debt service coverage margins on its outstanding and planned future obligations.

Fiscal Year 2022 Stormwater Utility Rates

The monthly rates for stormwater service were also evaluated as a part of the 2019 rate study. The proposed stormwater rate increase for fiscal year 2022 was for \$0.50 per month or approximately 5.6%. However, due to the continued economic and other impacts of the Covid-19 pandemic the City delayed the most recent increase (originally scheduled for October 1, 2021) to provide some relief to its customers. Based on discussions with the City's Utility and Finance Departments we are of the opinion that not only should the previously adopted and subsequently delayed increase of \$0.50 per month to stormwater rates be implemented for the current fiscal year but that the City should consider a further increase of \$0.50 per month per Equivalent Residential Unit ("ERU") for a total increase of \$1.00 per month for fiscal year 2022. This is due to increased operating and capital costs budgeted for the fund for fiscal year 2022. This adjustment will help ensure that the stormwater system can cover its operating, capital, and other budgeted costs as well as achieve sufficient cash balances and its targeted financial margins.

Fiscal Year 2022 Sanitation Utility Rates

The City currently contracts with the private hauler Waste Management to provide waste collection services throughout the City. As a part of its contract with the City, Waste Management can periodically raise its rates for collection service charged to the City. For Fiscal Year 2022 Waste Management has raised its residential collection rates by 3.5% and commercial collection rates also increased by 3.5%. As the City's Waste Management contract hauler charges are the largest component of the sanitation departments operating costs, the increases in these hauler costs are passed through to the customers directly with an additional allowance of 15% for residential rates and 20% for non-residential rates to cover the City's direct operating costs as well. The rate increases proposed by the City's Finance department are reasonable to recover the projected Fiscal Year 2022 costs for the department.

Summary Conclusions

In conclusion, based on our preliminary review and discussions with the City we are of the opinion that the planned Fiscal Year 2022 general fund indirect cost allocation methodology is generally reasonable and defensible. We also believe that the previously adopted (and delayed) fiscal year 2022 water, wastewater, reclaimed water, and stormwater utility rate increases are appropriate and should be implemented. However, it should be noted that based on discussions with the City staff regarding the fiscal year 2022 stormwater operating budget it may be worth considering raising the per ERU fee by \$1.00 per month instead of the previously adopted \$0.50 per month to provide for a balanced budget for stormwater operations. Lastly, we are of the opinion that the sanitation rate increases proposed by the City's Finance department are based on a pass through of increases proposed by Waste Management and are reasonable and should be implemented for fiscal year 2022.

Mr. John McKinney
City of Mount Dora
January 5, 2022
Page 3

We appreciate the cooperation and valuable assistance given to us by the City and its staff.

Very truly yours,

RAFTELIS FINANCIAL CONSULTANTS, INC.



Henry L. Thomas
Vice President



Shawn A. Ocasio
Manager

RESOLUTION NO. 2022-03

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 October 5, 2021 under Resolution No.: 2021-116; 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.: 2021-116 is 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 18th day of January 2022.

CRISSY STILE
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

Exhibit "A"

CITY OF MOUNT DORA CITY FEE SCHEDULE
Utility Rates

Miscellaneous		CURRENT	PROPOSED
Account Setup Fee - Residential & Non-Residential Accounts		\$ 30.00	\$ 30.00
Hydrant & Temporary Meter Account Setup Fee (Water)		\$75.00	\$75.00
Credit for signing up for Auto Draft & Ebill - New & Existing Accounts		\$ (25.00)	\$ (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.			
Staff may waive late fee penalty charge once in a twelve month period if requested by the customer.		3%	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	\$30.00
Reconnection Charge (Business Hours) not associated with delinquency disconnection		\$30.00	\$30.00
Reconnection Charge (After Hours till 9 p.m.)		\$100.00	\$100.00
Reconnection Charge (After Hours between 9 p.m. & 6 a.m.)		\$250.00	\$250.00
Lock and Pull Meters		\$30.00	\$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	\$ 75.00
2nd Offense		\$ 150.00	\$ 150.00
3rd and subsequent tamperings		\$ 250.00	\$ 250.00
Electric Meter Tampering (Unauthorized access to meters or systems) + cost		\$ 250.00	\$ 250.00
Lien File Fees		\$ 20.00	\$ 20.00
Lien Research Fee - Standard three (3) business days		\$ 30.00	\$ 30.00
Lien Research Fee - Expedited one (1) business day		\$ 50.00	\$ 50.00
Meter test charge if equipment determined not defective		\$ 55.00	\$ 55.00
Regular Backflow Monitor and Test		\$ 4.17	\$ 4.17
Fire Backflow Monitor and Test		\$ 9.17	\$ 9.17
Manual Read - monthly required charge for all temporary meters		\$ 5.00	\$ 5.00
Disconnection Charge - if required by Ordinance not related to a delinquent account		\$ 30.00	\$ 30.00
Garage Sale Permits		\$ 5.00	\$ 5.00
Garage Sale Permits - Online		Free	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 not include forfeiture / impoundment fees)		\$ 10.00	\$ 10.00
Digital Meter Opt-Out - non-refundable enrollment fee		\$ 95.00	\$ 95.00
Digital Meter Opt-Out - monthly manual meter reading fee		\$ 13.00	\$ 13.00
The Digital Meter Opt-Out was supported by the Public Service Commission under Docket No. 20180088-El			
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	PROPOSED
Water			
Residential		\$40.00	\$40.00
Temporary Hydrant Meter		\$1,500.00	\$1,500.00
Wastewater			
Residential		\$75.00	\$75.00
Irrigation			
Residential		\$60.00	\$60.00
Reclaimed Water			
Residential		\$60.00	\$60.00
Sanitation			
Residential		\$25.00	\$25.00
Electric			
Residential		\$240.00	\$240.00
Temporary Electric Meter		\$250.00	\$250.00

CITY OF MOUNT DORA CITY FEE SCHEDULE

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

	CURRENT	PROPOSED
¾ inch	\$400.00	\$414.40
1 inch	\$450.00	\$466.20
1 ½ inch	\$775.00	\$802.90
2 inch	\$875.00	\$906.50
4 inch	Cost + 10%	Cost + 10%
6 inch	Cost + 10%	Cost + 10%
Upgrades	Cost + 10%	Cost + 10%

UTILITY RATES - ALL RATE CLASSES - INSIDE CITY

Water	CURRENT	PROPOSED
Availability Per Unit (not metered) - monthly	\$ 10.69	\$ 11.08
Availability Per Unit (metered) - monthly	\$ 7.48	\$ 7.75
0 to 8,977 (per 1,000 gallon) of Consumption	\$ 1.86	\$ 1.93
8,977 - 17,953 (per 1,000 gallon) of Consumption	\$ 3.73	\$ 3.86
17,953 - 26,930 (per 1,000 gallon) of Consumption	\$ 5.59	\$ 5.80
26,930 and up (per 1,000 gallon) of Consumption	\$ 7.46	\$ 7.73
Sewer	CURRENT	PROPOSED
Availability Per Unit (not metered) - monthly	\$ 28.91	\$ 29.96
Availability Per Unit (metered) - monthly	\$ 20.25	\$ 20.98
All Consumption per 1,000 gallon	\$ 5.91	\$ 6.12
- Residential Caps at 8,977 if no other meter		
- Commercial has no caps on consumption		
Irrigation	CURRENT	PROPOSED
Availability Per Unit (not metered) - monthly	\$ 10.69	\$ 11.08
0 to 17,953 (per 1,000 gallon) of Consumption	\$ 3.73	\$ 3.86
17,953 - 26,930 (per 1,000 gallon) of Consumption	\$ 5.59	\$ 5.80
26,930 and Up (per 1,000 gallon) of Consumption	\$ 7.46	\$ 7.73
Reclaimed Water	CURRENT	PROPOSED
Availability Per Unit (not metered) - monthly	\$ 10.69	\$ 11.08
0 to 17,953 (per gallon) of Consumption	\$0.00054908	\$0.00056885
17,953 - 26,930 (per gallon) of Consumption	\$0.00081844	\$0.00084790
26,930 and Up (per gallon) of Consumption	\$0.00108780	\$0.00112696
Stormwater	CURRENT	PROPOSED
Stormwater fee - monthly	\$ 9.00	\$ 10.00

UTILITY RATES - ALL RATE CLASSES - OUTSIDE CITY

Water	CURRENT	PROPOSED
Availability Per Unit (not metered) - monthly	\$ 13.36	\$ 13.85
Availability Per Unit (metered) - monthly	\$ 9.36	\$ 9.69
0 to 8,977 (per 1,000 gallon) of Consumption	\$ 2.33	\$ 2.41
8,977 - 17,953 (per 1,000 gallon) of Consumption	\$ 4.66	\$ 4.83
17,953 - 26,930 (per 1,000 gallon) of Consumption	\$ 6.99	\$ 7.24
26,930 and up (per 1,000 gallon) of Consumption	\$ 9.32	\$ 9.66
Sewer	CURRENT	PROPOSED
Availability Per Unit (not metered) - monthly	\$ 36.14	\$ 37.44
Availability Per Unit (metered) - monthly	\$ 25.31	\$ 26.23
All Consumption per 1,000 gallon	\$ 7.40	\$ 7.66
- Residential Caps at 8,977 if no other meter		
- Commercial has no caps on consumption		
Irrigation	CURRENT	PROPOSED
Availability Per Unit (not metered) - monthly	\$ 13.36	\$ 13.85
0 to 17,953 (per 1,000 gallon) of Consumption	\$ 4.66	\$ 4.83
17,953 - 26,930 (per 1,000 gallon) of Consumption	\$ 6.99	\$ 7.24
26,930 and Up (per 1,000 gallon) of Consumption	\$ 9.32	\$ 9.66
Reclaimed Water	CURRENT	PROPOSED
Availability Per Unit (not metered) - monthly	\$ 13.36	\$ 13.85
0 to 17,953 (per gallon) of Consumption	\$0.00068157	\$0.00071106
17,953 - 26,930 (per gallon) of Consumption	\$0.00102236	\$0.00105988
26,930 and Up (per gallon) of Consumption	\$0.00136314	\$0.00140870

CITY OF MOUNT DORA CITY FEE SCHEDULE

Sanitation Utility

SANITATION RATES			
SERVICE	DESCRIPTION	CURRENT	PROPOSED
RESIDENTIAL FEES			
Sanitation - Recycling	SA-CANS RS/GN/MF	20.22	20.93
COMMERCIAL FEES			
1 Toter x1/wk(Cans)	SA-TOTER 1X1	25.79	26.70
1 Toter x2/wk	SA-TOTER 1X2	51.59	53.39
1 Toter x3/wk	SA-TOTER 1X3	77.38	80.09
2 Toter x1/wk	SA-TOTER 2X1	51.59	53.39
2 Toter x2/wk	SA-TOTER 2X2	103.17	106.78
2 Toter x5/wk	SA-TOTER 2X5	257.91	266.94
3 Toter x1/wk	SA-TOTER 3X1	77.38	80.09
3 Toter x2/wk	SA-TOTER 3X2	154.74	160.16
4 Toter x1/wk	SA-TOTER 4X1	103.17	106.78
4 Toter x2/wk	SA-TOTER 4X2	206.33	213.55
7 Toter x1/wk	SA-TOTER 7X1	180.54	186.86
Shared dumpster 8 yard x1/wk	SA-SH2	57.25	59.25
Shared dumpster	SA-RTSU	94.81	98.13
Shared dumpster 4 yard x2/wk	SA-SH3	96.14	99.50
Shared dumpster 8 yard x2/wk	SA-SH1	113.38	117.35
Shared dumpster	SA-REST	273.75	283.33
Dumpster 2 yard x1/wk	SA- D 2X1	97.63	101.05
Dumpster 2 yard x2/wk	SA- D 2X2	191.40	198.10
Dumpster 2 yard x3/wk	SA- D 2X3	282.39	292.28
Dumpster 2 yard x4/wk	SA- D 2X4	353.68	366.05
Dumpster 2 yard x5/wk	SA- D 2X5	434.85	450.07
Dumpster 2 yard x6/wk	SA- D 2X6	504.74	522.41
Dumpster 3 yard x1/wk	SA- D 3X1	145.86	150.97
Dumpster 3 yard x2/wk	SA - D 3X2	290.82	301.00
Dumpster 3 yard x3/wk	SA - D 3X3	435.74	450.99
Dumpster 3 yard x4/wk	SA - D 3X4	580.62	600.95
Dumpster 3 yard x5/wk	SA - D 3X5	725.20	750.58
Dumpster 3 yard x6/wk	SA - D 3X6	870.49	900.95
Dumpster 4 yard x1/wk	SA - D 4X1	188.56	195.16
Dumpster 4 yard x2/wk	SA - D 4X2	370.58	383.55
Dumpster 4 yard x3/wk	SA - D 4X3	546.91	566.05
Dumpster 4 yard x4/wk	SA - D 4X4	706.44	731.16
Dumpster 4 yard x5/wk	SA - D 4X5	854.74	884.66
Dumpster 4 yard x6/wk	SA - D 4X6	991.72	1026.43
DW- shared residential	SA- SHARED RS	22.58	23.37
DW- shared commercial	SA- SHARED GN	24.63	25.49
DW- restaurant A (1-49)	SA-RST1	69.23	71.66
DW- restaurant B (50-99)	SA-RST2	137.47	142.29
DW- restaurant C (over 100)	SA-RST3	273.96	283.55
Dumpster 6 yard x1/wk	SA - D 6X1	273.93	283.52
Dumpster 6 yard x2/wk	SA - D 6X2	538.46	557.31
Dumpster 6 yard x3/wk	SA - D 6X3	794.63	822.44
Dumpster 6 yard x4/wk	SA - D 6X4	1,042.27	1078.75
Dumpster 6 yard x5/wk	SA - D 6X5	1,260.47	1304.58
Dumpster 6 yard x6/wk	SA - D 6X6	1,461.74	1512.90
Dumpster 8 yard x1/wk	SA - D 8X1	359.30	371.87
Dumpster 8 yard x2/wk	SA - D 8X2	717.63	742.75
Dumpster 8 yard x3/wk	SA - D 8X3	1,059.14	1096.20
Dumpster 8 yard x4/wk	SA - D 8X4	1,389.37	1438.00
Dumpster 8 yard x5/wk	SA - D 8X5	1,708.22	1768.00
Dumpster 8 yard x6/wk	SA - D 8X6	2,011.67	2082.08
Dumpster 10 yard x1/wk	SA - D 10X1	448.18	463.87
Dumpster 10 yard x2/wk	SA - D 10X2	895.40	926.73
Dumpster 10 yard x3/wk	SA - D 10X3	1,342.68	1389.67
Dumpster 10 yard x4/wk	SA - D 10X4	1,789.87	1852.52
Dumpster 10 yard x5/wk	SA - D 10X5	2,237.14	2315.44
Dumpster 10 yard x6/wk	SA - D 10X6	2,684.33	2778.28
Dumpster lock	SA-LOCK	11.58	11.99

CITY OF MOUNT DORA CITY FEE SCHEDULE

Sanitation Utility

SANITATION RATES			
Extra 2 yard pickup	SA-XTRA2PU	38.60	39.95
Extra 3 yard pickup	SA-XTRA3PU	50.95	52.73
Extra 4 yard pickup	SA-XTRA4PU	67.91	70.29
Extra 6 yard pickup	SA-XTRA6PU	101.84	105.40
Extra 8 yard pickup	SA-XTRA8PU	135.83	140.59
Extra 10 yard pickup	SA-XTRA10PU	169.77	175.72
1 Cart x2/wk	SA-CART1X2	51.59	53.40
2 Carts x2/wk	SA-CART2X2	103.17	106.78
4 Carts x2/wk	SA-CART4X2	206.33	213.55
Compactor 3 yard x4/wk	SA-CO 3X4	1,043.25	1079.76
Compactor 4 yard x4/wk	SA-CO 4X4	1,427.37	1477.33
Front Load Compaction Equipment			
4 cubic yard Vertipak or Similar	SA-Vertipak - 4	78.92	81.68
6 cubic yard Vertipak or Similar	SA-Vertipak - 6	115.38	119.42
8 cubic yard Vertipak or Similar	SA-Vertipak - 8	151.65	156.96
Roll offs are billed by Waste Management Directly*			
Roll off/Compactor 10 yard	SA-CO 10 - Load charge	197.51	204.42
Roll off/Compactor 20 yard	SA-CO 20 - Load charge	214.03	221.52
Roll off/Compactor 30 yard	SA-CO 30 - Load charge	246.92	255.56
Roll off/Compactor 40 yard	SA-CO 40 - Load charge	263.34	272.56
*Roll off fees above do not include disposal cost nor the \$40/ton deduction from Covanta.			
Roll off/Compactor 10 yard	Delivery Charge	90.83	94.01
Roll off/Compactor 20 yard	Delivery Charge	90.83	94.01
Roll off/Compactor 30 yard	Delivery Charge	105.34	109.03
Roll off/Compactor 40 yard	Delivery Charge	105.34	109.03
Roll off/Compactor 10 yard	Monthly Rental	90.83	94.01
Roll off/Compactor 20 yard	Monthly Rental	90.83	94.01
Roll off/Compactor 30 yard	Monthly Rental	105.34	109.03
Roll off/Compactor 40 yard	Monthly Rental	105.34	109.03

CITY OF MOUNT DORA CITY FEE SCHEDULE

Electric Department

ELECTRIC UTILITY RATES		
Miscellaneous Rates	Current	Proposed
Private Area Light		
Install light on existing Pole	\$ 75.00	\$ 202.00
Install light on new wood Pole	\$ 320.00	\$ 517.00
Permanent Single Phase	\$ 100.00	\$ 100.00
Permanent Three Phase up to 200 amperes	\$ 400.00	\$ 400.00
Permanent Three Phase over 200 amperes	\$ 550.00	\$ 550.00
Overhead Service Drops	actual cost + 10%	actual cost + 10%
All Other Overhead Service Drops,	actual cost + 10%	actual cost + 10%
Underground Service	actual cost + 10%	actual cost + 10%
Connection Charges		
Reconnection Charge if disconnected at pole + COST	\$ 175.00	\$ 175.00
Temporary - Electric Meter	\$ 100.00	\$ 100.00
Change over from one type of service to another	Subtract new service connection fee	Subtract new service connection fee
Pole Attachment lease rate - cable	\$ 14.30	\$ 14.30
Pole Attachment lease rate - telecom	\$ 20.58	\$ 20.58
Electric Residential	Current	Proposed
Customer Charge (per kw hour)	\$10.55	\$ 10.55
Energy Charge (per kw hour)	\$ 0.047500	\$ 0.047500
Power Cost (per kw hour)	\$ 0.054070	\$ 0.054070
Gross Receipts Tax (percentage)	2.563%	2.563%
General Service - Non Demand	Current	Proposed
Single Phase (per month)	\$10.55	\$10.55
Three Phase (per month)	\$23.75	\$23.75
Energy Charge (per kw hour)	\$0.047500	\$0.047500
General Service - Demand	Current	Proposed
Customer Charge (per month)	\$ 23.75	\$23.75
Demand Charge (per kw hour-mo)	\$ 5.79	\$5.79
Energy Charge (per kw hour)	\$ 0.006610	\$0.006610
Public Street & Highway Lighting Service	Current	Proposed
175 Watt Mercury Vapor	\$ 11.44	\$ 11.44
100 Watt High Pressure Sodium	\$ 11.90	\$ 11.90
150 Watt High Pressure Sodium	\$ 9.88	\$ 9.88
Antique Lights - Highland Phase 1 & 2	\$ 11.90	\$ 11.90
Antique Lights - Community Development	\$ 12.70	\$ 12.70
400 Watt High Pressure Sodium - Palm Island	\$ 19.31	\$ 19.31
400 Watt High Pressure Sodium Cobra - Highway	\$ 22.52	\$ 22.52
400 Watt MH Shoebox - FBC/BBF	\$ 20.45	\$ 20.45
26 Watt FL Acorn	\$ 12.10	\$ 12.10
40 Watt FL Acorn	\$ 12.10	\$ 12.10
40 Watt LED Acorn - Corncob	\$ 9.28	\$ 9.28
55 Watt LED Acorn - Retrofit	\$ 10.83	\$ 10.83
66 Watt LED Acorn - Sternberg	\$ 18.69	\$ 18.69
110 Watt LED Cobra - Street	\$ 10.90	\$ 10.90
80 Watt LED Cobra - Street	\$ 9.09	\$ 9.09
Private Area Lighting Service	Current	Proposed
100 Watt High Pressure Sodium	\$ 11.60	\$ 11.60
57 Watt LED Dusk to Dawn	\$ 9.77	\$ 9.77
Power Cost	Current	Proposed
Power Cost Charge (per kwh)	\$ 0.0540700	\$ 0.0573400

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 Additions	\$150.00 base fee; plus \$8.00 per \$1,000.00 or fraction thereof of 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 (All Impact Fees shall be paid prior to issuance of foundation permit.)	\$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 (Additional permits shall be required for the foundation and reconnecting services to the building or structure.)	\$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 annum based on City's fiscal year
REJECTION OF PLANS	
Rejection of the design documents based on Florida Building codes three or more times 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	
Administrative Charge for Processing of Lake County Impact Fees	\$100.00 or 3%, whichever is less	
FIRE INSPECTIONS, PLAN REVIEW AND PERMITTING (NEW CONSTRUCTION AND RENOVATIONS)		
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	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
Zoning Type Permit	Code of Ordinances
Landscape Inspection (include new home):	\$75.00
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.	Original 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 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
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>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	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 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	
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		Cost + 10%	
Registration Processing Fee (Non-Refundable)		\$ 20.00	
Facility Rentals	Resident	Non-Resident	Commercial
Facility Rental Deposits (Refundable less \$5 non-refundable administrative fee)	\$ 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	\$ 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	\$ 20.00	\$ 20.00	\$ 20.00
Lighting per Hour	\$ 40.00	\$ 40.00	\$ 40.00
Outdoor Courts per Hour (basketball, tennis, pickleball, racquetball)			
Hourly Rate	\$ 5.00	\$ 10.00	\$ 20.00
Daily Rate	\$ 50.00	\$ 100.00	\$ 200.00
Lincoln Avenue Pool			
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		Current	
Registration Fee		\$ 20.00	
3 Day Rates			
Morning Only		\$ 10.00	
Afternoon Only		\$ 25.00	
Both		\$ 35.00	
Full Week Rates			
Morning Only		\$ 18.00	
Afternoon Only		\$ 40.00	
Both		\$ 55.00	
Teacher Work Day (Teacher In Service)		\$ 5.00	
Late Fee - 1 day late		\$ 10.00	

CITY OF MOUNT DORA CITY FEE SCHEDULE

Parks & Recreation Department

<u>Clubs, Camps & Sports</u>		<u>Current</u>	
Senior Club		Free	
Archery		\$ 40.00	
Zen Yoga (Per 5 visits)		\$29	
Softball & Kickball (per Team)		\$ 275.00	
Softball & Kickball (per Player)		\$ 25.00	
Youth Soccer (each)		\$ 75.00	
Youth Soccer (Pee Wee)		\$ 65.00	
Youth Flag Football		\$ 75.00	
Youth Basketball (each)		\$ 75.00	
Camps (per week) (non-specialty) 1% discount per week when purchased in bulk (3-10 weeks/3-10%)		\$ 105.00	
Specialty Camps (per week)		\$140-\$220	
Camp Snack Fee (per week)		\$ 15.00	
T-Shirt Fee		\$ 10.00	
Swim Team (per month)		\$ 50.00	
Triathlon		\$ 65.00	
Virtual 5K		\$ 25.00	
<u>Classes</u>		<u>Current</u>	<u>Proposed</u>
Group Swim Lessons (8 lessons)		\$ 45.00	
Private Swim Lessons (5 lessons)		\$ 150.00	
Lap Swim per visit		\$ 2.00	
Open Swim per visit		\$ 2.00	
Lifeguard Certification		\$ 150.00	
Water Safety Instructor Certification		\$ -	\$ 300.00
Fitness Class (per visit)		\$ -	\$ 3.00
<u>Passes</u>		<u>Current</u>	<u>Proposed</u>
Monthly Group Fitness Pass (Aquatic & Land)		\$ 24.00	
Annual Aquatic & Fitness Pass		\$ 225.00	
Monthly Family Aquatic Pass (Family up to 5)		\$ 50.00	
<u>Special Event Application</u>		<u>Current</u>	<u>Proposed</u>
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		Current
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.

The City Manager may increase any fee necessary in order to recoup all costs and expenses incurred by the City plus a 10% administrative fee listed within the Fee Schedule. The City Manager may create any new program fees necessary related to Leisure Services programs and implement as part of any future Fee Schedule.



January 5, 2022

Mr. Joe Grusauskas
Public Works Director
510 North Baker Street
Mount Dora, FL 32757

Re: Waste Management Notice of Rate Change

Dear Mr. Grusauskas:

Pursuant to Waste Management Inc. of Florida's agreement with the City of Mount Dora regarding annual rate adjustments, I am transmitting the attached rate sheet which reflects new rates effective February 1, 2022.

Should you have any questions, please do not hesitate to contact me at the email address below.

Sincerely,

A handwritten signature in black ink, appearing to read 'Doug McCoy'.

Doug McCoy
District Manager
Waste Management of Wildwood
dmccoy@wm.com

EXHIBIT A - SANITATION RATE TABLES

For Period Starting 02/01/22

RESIDENTIAL AND MULTIFAMILY

Description	Code	New Rate 2/1/2022
Garbage Collection	CANS	\$ 9.15
Garbage Disposal	CANS	\$ 3.29
Garbage Total		\$ 12.44
Yard Waste Collection	CANS	\$ 2.74
Yard Waste Disposal	CANS	\$ 0.66
Yard Waste Total		\$ 3.40
Garage pickup - additional		\$ 8.10
Payment to Waste Management		\$ 15.84
City Billing Charge	Included	\$ -
Other City Fees		\$ -
City Franchise Fee	Calculated	\$ 1.58
TOTAL BILLING RATE		\$ 17.42

COMMERCIAL (GN)
PUBLIC AUTHORITY (PA)
INDUSTRIAL (I)

Container	#	Size	Code	Times per Week	Total Amount
Cans (GN)	1		CANS	1	\$ 20.22
Cans (GN)	1		CANS	2	\$ 40.45
Cans (GN)	1		CANS	3	\$ 60.67
Cans (GN)	2		CANS	1	\$ 40.45
Cans (GN)	2		CANS	2	\$ 80.90
Cans (GN)	2		CANS	5	\$ 202.23
Cans (GN)	3		CANS	1	\$ 60.67
Cans (GN)	3		CANS	2	\$ 121.33
Cans (GN)	4		CANS	1	\$ 80.90
Cans (GN)	7		CANS	1	\$ 141.56
Hand load refuse			E		\$ -
Hand load refuse			M		\$ -
Dumpster	shared	8 yard	SH2	1	\$ 46.84
Dumpster	shared		RTSU		\$ 77.57
Dumpster	shared	4 yard	SH3	2	\$ 78.66
Dumpster	shared	8 yard	SH1	2	\$ 92.77
Dumpster	shared		REST		\$ 223.97
Dumpster	1	2 yard	2X1	1	\$ 79.88
Dumpster	1	2 yard	2X2	2	\$ 156.61
Dumpster	1	2 yard	2X3	3	\$ 231.05
Dumpster	1	2 yard	2X4	4	\$ 289.38
Dumpster	1	2 yard	2X5	5	\$ 355.79
Dumpster	1	2 yard	2X6	6	\$ 412.98
Dumpster	1	3 yard	3X1	1	\$ 119.35
Dumpster	1	3 yard	3X2	2	\$ 237.95
Dumpster	1	3 yard	3X3	3	\$ 356.52
Dumpster	1	3 yard	3X4	4	\$ 475.05
Dumpster	1	3 yard	3X5	5	\$ 593.34
Dumpster	1	3 yard	3X6	6	\$ 712.21
Dumpster	1	4 yard	4X1	1	\$ 154.28
Dumpster	1	4 yard	4X2	2	\$ 303.20
Dumpster	1	4 yard	4X3	3	\$ 447.47
Dumpster	1	4 yard	4X4	4	\$ 578.00
Dumpster	1	4 yard	4X5	5	\$ 699.33
Dumpster	1	4 yard	4X6	6	\$ 811.41
DW - Residential			Shared		\$ 18.47
DW - Comm			Shared		\$ 20.15
DW - Rest A (1-49)			RST1		\$ 56.65
DW - Rest B (50-99)			RST2		\$ 112.48
DW - Rest C (Over 100)			RST3		\$ 224.15

Container	#	Size	Code	Times per Week	Total Amount
Dumpster	1	6 yard	6X1	1	\$ 224.13
Dumpster	1	6 yard	6X2	2	\$ 440.56
Dumpster	1	6 yard	6X3	3	\$ 650.15
Dumpster	1	6 yard	6X4	4	\$ 852.77
Dumpster	1	6 yard	6X5	5	\$ 1,031.29
Dumpster	1	6 yard	6X6	6	\$ 1,195.97
Dumpster	1	8 yard	8X1	1	\$ 293.97
Dumpster	1	8 yard	8X2	2	\$ 587.16
Dumpster	1	8 yard	8X3	3	\$ 866.56
Dumpster	1	8 yard	8X4	4	\$ 1,136.76
Dumpster	1	8 yard	8X5	5	\$ 1,397.63
Dumpster	1	8 yard	8X6	6	\$ 1,645.92
Dumpster	1	10 yard	10X1	1	\$ 366.69
Dumpster	1	10 yard	10X2	2	\$ 732.59
Dumpster	1	10 yard	10X3	3	\$ 1,098.56
Dumpster	1	10 yard	10X4	4	\$ 1,464.44
Dumpster	1	10 yard	10X5	5	\$ 1,830.39
Dumpster	1	10 yard	10X6	6	\$ 2,196.27

OTHER SERVICE CHARGES

Description	Proposed Total Charge
EXTRA 2 YD PICKUP	\$ 31.58
EXTRA 3 YD PICKUP	\$ 41.69
EXTRA 4 YD PICKUP	\$ 55.57
EXTRA 6 YD PICKUP	\$ 83.33
EXTRA 8 YD PICKUP	\$ 111.14
EXTRA 10 YD PICKUP	\$ 138.91

ROLL OFF CONTAINER OPEN TOP

Container Size	Delivery Charge	Monthly Rental	Proposed Per Load Charge	Proposed Franchise Per Load	Total Per Load	Comments
10 Cubic Yards	\$ 94.01	\$ 94.01	\$ 185.83	\$ 18.58	\$ 204.41	+ disposal - \$40/ton - Covanta
20 Cubic Yards	\$ 94.01	\$ 94.01	\$ 201.38	\$ 20.14	\$ 221.52	+ disposal - \$40/ton - Covanta
30 Cubic Yards	\$ 109.03	\$ 109.03	\$ 232.33	\$ 23.23	\$ 255.56	+ disposal - \$40/ton - Covanta
40 Cubic Yards	\$ 109.03	\$ 109.03	\$ 247.78	\$ 24.78	\$ 272.56	+ disposal - \$40/ton - Covanta

THIRD AMENDMENT TO SOLID WASTE AGREEMENT
BETWEEN
CITY OF MOUNT DORA, FLORIDA AND
WASTE MANAGEMENT INC. OF FLORIDA

THIS THIRD AMENDMENT is made by and between the City of Mount Dora, Florida ("City") and Waste Management Inc. of Florida ("Contractor").

WITNESSETH:

WHEREAS, the City and Contractor are parties to that certain Solid Waste Agreement dated June 19, 2013 (the "Agreement") whereby Contractor exclusively provides certain solid waste services to the City; and

WHEREAS, the City and Contractor entered into Amendments to the Agreement on July 17, 2018 (the "First Amendment"), and on January 5, 2021 (the "Second Amendment"); and

WHEREAS, the Contractor has requested rate increases which are permitted pursuant to the Agreement and which shall commence on February 1, 2022.

NOW, THEREFORE, in consideration of the mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. The Contractor has provided the City with the calculation of new rates for all services provided pursuant to the terms of the Agreement, and the parties agree that the new rates will be effective February 1, 2022.
2. All other provisions of the Agreement and the First and Second Amendments shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment
intending to be bound thereby dated this _____ day of January, 2022.

CITY OF MOUNT DORA

By: _____
Crissy Stile
Mayor

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

ATTEST:

Christa Johnson
CHRISTA JOHNSON

WASTE MANAGEMENT INC. OF FLORIDA

By: David M. Myhan
DAVID M. MYHAN
PRESIDENT





CITY OF MOUNT DORA

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

DATE: January 18, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request approval of First Reading Transmittal Hearing Ordinance No. 2021-24, Large-Scale Future Land Use Map Amendment for Mount Dora Groves

Introduction:

This is a request for City Council to approve the first reading of Ordinance No. 2021-24 for Transmittal to the State Department of Economic Opportunity and hold a hearing for the second reading and adoption.

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Public Hearing
Discussion
Council Action

Discussion:

Further descriptions and the land use report are contained in Attachment "1" (PZC/LPA Staff Report). The advertisements for the transmittal hearing are provided in Attachment "2" along with the notice of the January 10, 2022, Community Input Meeting. The applicant is requesting an amendment to the City's Future Land Use Map for a mixture of Future Land Use designations. The property is located on both sides of US Highway 441 and contains over 224 acres. A portion of the property fronts Loch Leven. The developable acres, less the lake, total 142.60 acres. The land use change is associated with annexation. At the time of annexation, the City processes land use amendments, changing the Future Land Use classifications from County to City. The request is to change the designations as follows:

From County: Regional Office, Commercial, Urban Low, and Urban Medium.
To City: Commercial, High Density, Medium Density, and Low Density.

Development Density and Intensity (maximum) Comparison:

From: County 362 residential units
To City: 1,354 residential units

From: County 10.5+ million square feet
To: City 285,100 square feet

Future Land Use definitions relate only to intensity and density. As part of the annexation, the applicant has proposed a Preliminary Planned Unit Development (PUD) Master Plan, which is being processed in concert.

The sequence of events leading to the presentation to the City Council are as follows:

On January 10, 2021, the Planning and Development Department moderated a Community Input Meeting located at the Mount Dora Community Building. This meeting was an action directed by the City Council in advance of the consideration of the First Reading of Ordinance No. 2021-24.

The City Council, at their regularly scheduled meeting held on December 7, 2021, postponed the First Reading of Ordinance No. 2021-24 in order for a community meeting to be conducted within 60 days.

The Planning and Zoning Commission (PZC), acting as the Local Planning Agency, at their regularly scheduled meeting held on November 17, 2021, recommended approval (vote 7-0) of the Large-Scale Future Land Use Map Amendment.

The Development Review Committee (DRC) on October 27, 2021, reviewed and recommended tabling of the Large-Scale Future Land Use Map amendment. The applicant subsequently provided a revised application on November 5, 2021. The DRC recommended approval of the revised FLUM amendment with conditions.

Budget Impact:

There are no budgetary impacts on the City relative to the processing of the Future Land Use Map amendment action.

Strategic Impact:

Future Land Use Map amendments 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; Objective 1.3. Attract new commercial businesses/residential development.

Recommendation City Council approve the First Reading of Ordinance No. 2021-24 for Transmittal to State Department of Economic Opportunity and hold hearing for second reading and adoption.

Attachment(s):

1. Attachment 1 PZC Memo MD Groves FLUM11-17-2021 (ADA)
2. Attachment 2 Legal Ad Publications (ADA)1-18-2022
3. Ordinance 2021-24 FLUM (MD Groves).SGS
4. Exhibit A Property Depiction (Map)
5. Exhibit B Future Land Use Area Map
6. Exhibit C Future Land Use Map II-2a

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 1/10/2022

Approved - 1/11/2022

Approved - 1/11/2022

Final Approval - 1/12/2022



**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

REVISED

DATE: November 17, 2021

TO: Planning and Zoning Commission

FROM: Development Review Committee
Vince Sandersfeld, Planning Director

RE: Request for Large-Scale Future Land Use Change; Mount Dora Groves (Project Name); 224.56 Acres (Size); 19400 US Hwy 441 (Site Address); Located North and South sides of US Hwy 441, North side of Limit Avenue, and West of Donnelly Street. (Location); Simpson Family Partnership LTD and Mount Dora Groves Co. Inc. (Owners); Green Consulting Group, Inc. (Applicant).
Project No. FLUM21-04LG

Recommendation:

Staff recommends approval of the above-referenced request for Large-Scale Future Land Use Map Amendment.

References/Support:

City of Mount Dora Comprehensive Plan 2045
City of Mount Dora Land Development Code
Chapter 163 Florida Statutes

Background/Information:

The applicant is requesting an amendment to the City's Future Land Use Map. The proposed map amendment will change approximately 224.56 acres with a mixture of land use designations as follows:

From County:
Regional Office
Regional Commercial
Urban Medium (7 du/ac)
Urban Low (4 du/ac)

To City:
Commercial
High Density Residential (18 du/ac)
Medium Density Residential (6 du/ac)
Low Density Residential (2.5 du/ac)

The proposal is for a mixed-use development located on both sides of US Highway 441. The Future Land Use (FLU) is associated with annexation and include a proposed Preliminary PUD Master Plan. At time of annexation, owners are required to process a Future Land Use Map change from County designations to City. The south side of US 441 has a County Regional Office FLU, which maximum development calculation of over 10.5 million square feet (based on 80 acres at 3.00 Floor Area Ratio). This figure is used for planning purposes, and not an actual developable build-out scenario. The FLU change to city designations will be far less intensity/density. The northern side of US 441 lands are being slated for FLU of residential low and medium type densities.

ATTACHMENT #1

Land Use Report:

Owners: Simpson Family Partnership, LTD. – Robert L. Simpson
Mount Dora Groves Company, Inc. – Mark R. Simpson

Applicant: Green Consulting Group, Inc. – Timothy W. Green, ASLA, AICP, LEED AP

Developers: Brochman, LLC – Chad R. O’Brien and Ronald J. Rakunas

Request Type: Large-Scale Future Land Use Map Amendment

Existing Use: Vacant Land and Orange Grove Operation

Proposed Use: Mixed Use: Single Family, Multifamily, and Commercial

Current County
Future Land Use:

80.77 Acres	Regional Office
12.15 Acres	Regional Commercial
46.32 Acres	Urban Medium (7 du/ac)
9.61 Acres	Urban Low (4 du/ac)
<u>75.71 Acres</u>	<u>Water Body (Loch Leven) – Based on GIS Data</u>
224.56 Acres	TOTAL

Proposed City
Future Land Use:

18.70 Acres	Commercial (0.35 FAR)
55.50 Acres	High Density Residential (Maximum 18 du/ac)
53.20 Acres	Medium Density Residential (6 du/ac)
<u>15.20 Acres</u>	<u>Low Density Residential (2.5 du/ac)</u>
142.60 ACRES	DEVELOPABLE ACRES

Current County
Zoning:

12.15 Acres	C-1
76.50 Acres	Ag
60.20 Acres	R-6

Proposed City
Zoning: City Planned Unit Development (PUD)

JPA: Yes, City of Mount Dora and Lake County Joint Planning Agreement

Overlay Zones/Areas: Yes, Section 6.14 LDC Residential Design Standards Overlay Zoning District. *Staff Note: This overlay district applies only to single-family or duplex housing.*

Critical State Concern: No

Site Area: 224.56 +/- acres

Surrounding Property Tables:

PARCELS NORTH SIDE OF US HIGHWAY 441

Direction	City/County	FLU	Zoning	Existing Use(s)
North	City	Med Density	R-1A	Loch Leven (Lake)/SFR
South	County*	Regional Office	A/R-6	US 441/Orange Groves
East	City	Res. Low	PUD	MD Country Club/FDOT Pond
West	County	Res. Low	Ag	SFR
West	City	Commercial/ Office/Res Med	PUD PUD	Retail (Publix Center) Retail/SFR

PARCELS SOUTH SIDE OF US HIGHWAY 441

Direction	City/County	FLU	Zoning	Existing Use(s)
North	County*	RL/RM/Comm.	Ag/R-6/C-1	Orange Groves
South	City	Res. Med	PUD/R-2	SFR/Vacant Land
East	City	Res. High	R-3	Apartments/Vacant Land
West	City	Comm./RH/ PLI	C-3/PUD/ PLI	Retail (Sandy Ridge Plaza)/ Lakeside at Water Village/ Future City FS 35/EOC

* *Proposed annexation*

Housing:

The proposed Future Land Use change to High Density Residential, Medium Density Residential, and Low Density Residential along with the the proposed zoning change to Planned Unit Development will allow 18 dwelling units per acre, 6 dwelling units per acre, and 2.5 dwelling units per acre. The City uses the countywide average of 2.37 persons per dwelling unit (*Table IV-12, Page IV-13, Housing Element Data and Analysis of the City's Comprehensive Plan 2045*). According to this calculation using the 123.90 proposed acres for residential:
Formula: Acres (dwelling units x people per dwelling unit)
Calculations:

Proposed:

$$55.50 (18 \times 2.37) + 53.20 (6 \times 2.37) + 15.2 (2.5 \times 2.37) = 3,213 \text{ persons}$$

Existing:

$$46.32 (7 \times 2.37) + 9.61 (4 \times 2.37) = 860 \text{ persons}$$

$$3,213 - 860 = 2,353 \text{ increase in persons}$$

The change in future land use will increase the City's population by 2,353 persons.

Impacts to projected housing population of City's Comprehensive Plan are under review.

2021 BEBR Population Data: 16,688

2025 Comp. Plan Population Projections: 16,084

ATTACHMENT #1

Traffic:	TIA (Based on Preliminary PUD Density/Intensity): The proposed mixed use development will result in 16,420 daily trips and 1,613 P.M. peak hour trips of traffic on the surrounding transportation network. With the existing future land use categories the potential daily trips are 112,674 with 11,036 being peak hour. Traffic Impact Analysis is required.
Wastewater:	<i>Infrastructure Element Policy 1.d:</i> Average Daily Flow: 300 gallons per day (GPD) per equivalent residential unit (ERU). The proposed density and intensity increase will require $2,343 \times 300 = 705,900$ GPD. The proposed unit increase will not negatively impact current capacity. Flow requirements from commercial, industrial, institutional, or other special development areas shall be established from existing records or by estimated projections using the best available data; however, in no case shall a rate of less than 2,000 gallons per acre per day be used, unless specifically approved otherwise.
Potable Water:	Average daily flow minimum rate of 350 gallons per day (GPD) per equivalent residential unit (ERU); The proposed increase by 2,353 units will require 823,550 GPD. The minimum design for water distribution systems for commercial shall provide for at least 100 percent of the combined maximum day-demand rate and required fire flow for said rate, with special provisions for peak flows in excess thereof. The allowable minimum service pressure under said design condition shall not be less than 20 pounds per square inch. Normal flow demands for design shall be calculated on the basis of full ultimate development as known, or projected. Fire flows in commercial, institutional, industrial areas and apartment or multiunit complexes, shall provide a minimum of 1,500 gpm at a 20 psi residual pressure. The proposed change and will not negatively impact capacity.
Reclaim Water:	Conversation Element requires participation in the City reuse for irrigation purposes. Goal 2, Policy 1.c(1) of the Infrastructure Element requires water conservation practices by utilizing the City reclaimed system when there is available capacity.
Solid Waste:	City's standard is 7.1 pounds per capita per day (LOS disposal).
Stormwater:	Protect water resources in Mount Dora. Control of erosion, sedimentation and flooding are mandatory. Limit post-improvement stormwater discharge to pre-improvement rates based on the 25-year, 24-hour storm. Building first floor elevations must be flood-free for the 100-year, 96-hour storm. Comply with Land Development Code Chapter 6.2 drainage standards.

ATTACHMENT #1

Habitat: The property is an existing orange grove with wetland areas along Loch Leven. The City shall require that a site assessment produced by an environmental professional verify the existence or lack thereof of natural communities on all sites over 30 acres in size (*Policy 5.e FLUE*).

Wetlands/
Environmental: There is a wetland area along Loch Leven. Any proposed structures would have to keep a 50 foot setback from the wetland areas. As such, the wetland communities will not be impacted.

Policy 4.a(2) Conservation Element: All development will be required to be clustered away from all wetland areas on the site and an upland buffer will be provided adjacent to the wetlands. The buffer width will be a minimum of 25 feet and shall consist of preserved or planted canopy and ground cover. An additional 25 feet will be required on previously undeveloped and unplatted parcels in order to provide sufficient habitat for wildlife.

FLUM Process: Large-Scale Amendments are requested changes to the Future Land Use Map (FLUM) that involve land area greater than 50 acres. Processing an Expedited State Review Amendment takes approximately 4 to 6 months to complete the process of review by the State Land Planning Agency (163.3184 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 submits a copy of the amendment to the Department of Economic Opportunity. Review agencies send comments directly to the City and the State Land Planning Agency. The City must receive comments from review agencies within 30 days of receipt of the proposed plan amendment package. The City must hold the second public hearing within 180 days after receipt of agency comments. 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).

Notices:

JPA Notice: October 5, 2021

Lake County Schools Notice: October 5, 2021

Attachments:

Vicinity Map

FLUM Area Map

Revised Proposed FLU 11-5-2021

Application

Simpson Family Partnership, LTD Mount Dora Groves, Co., Inc Vicinity Map

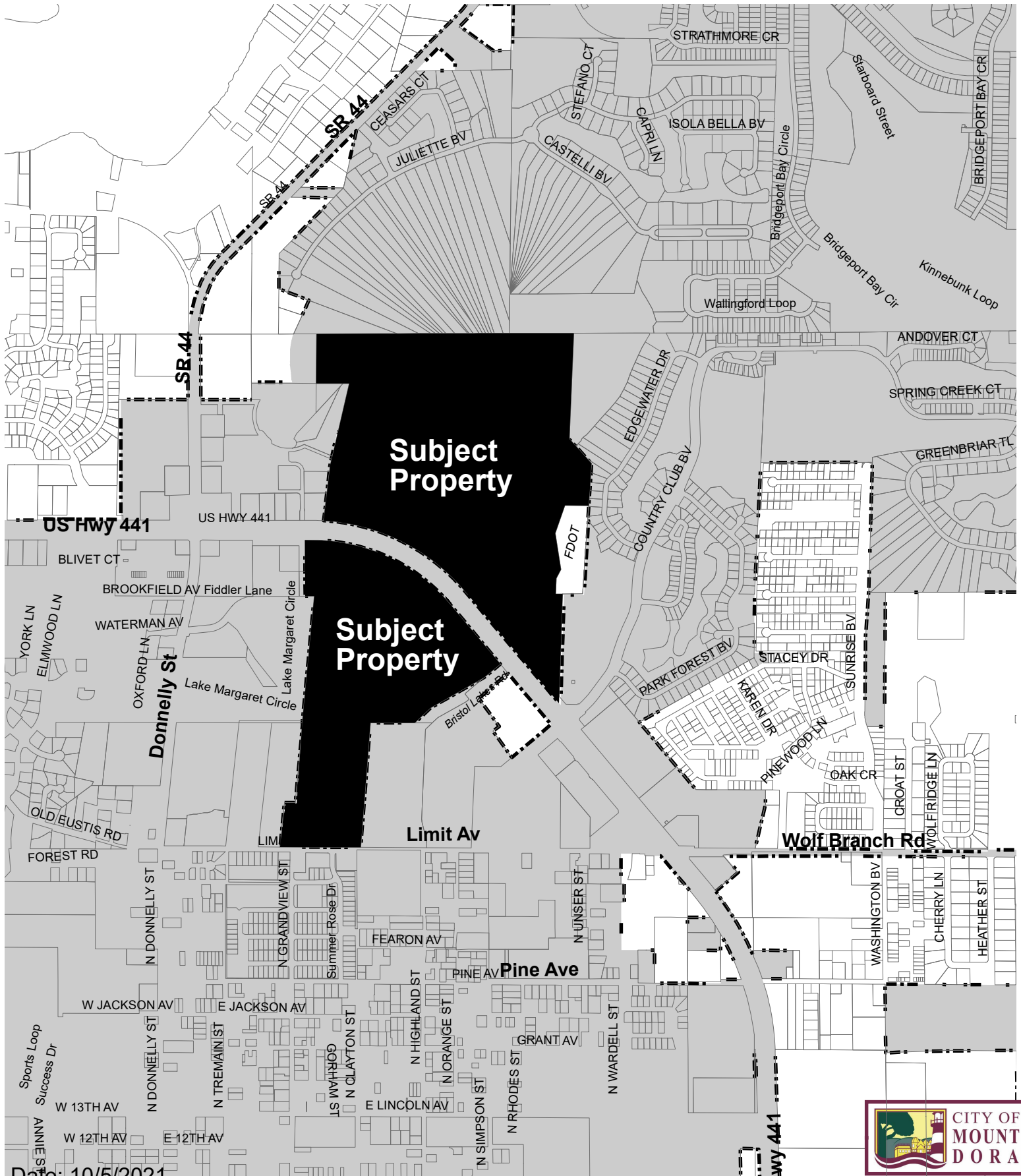
Legend
 Subject Property

 City Limits

N

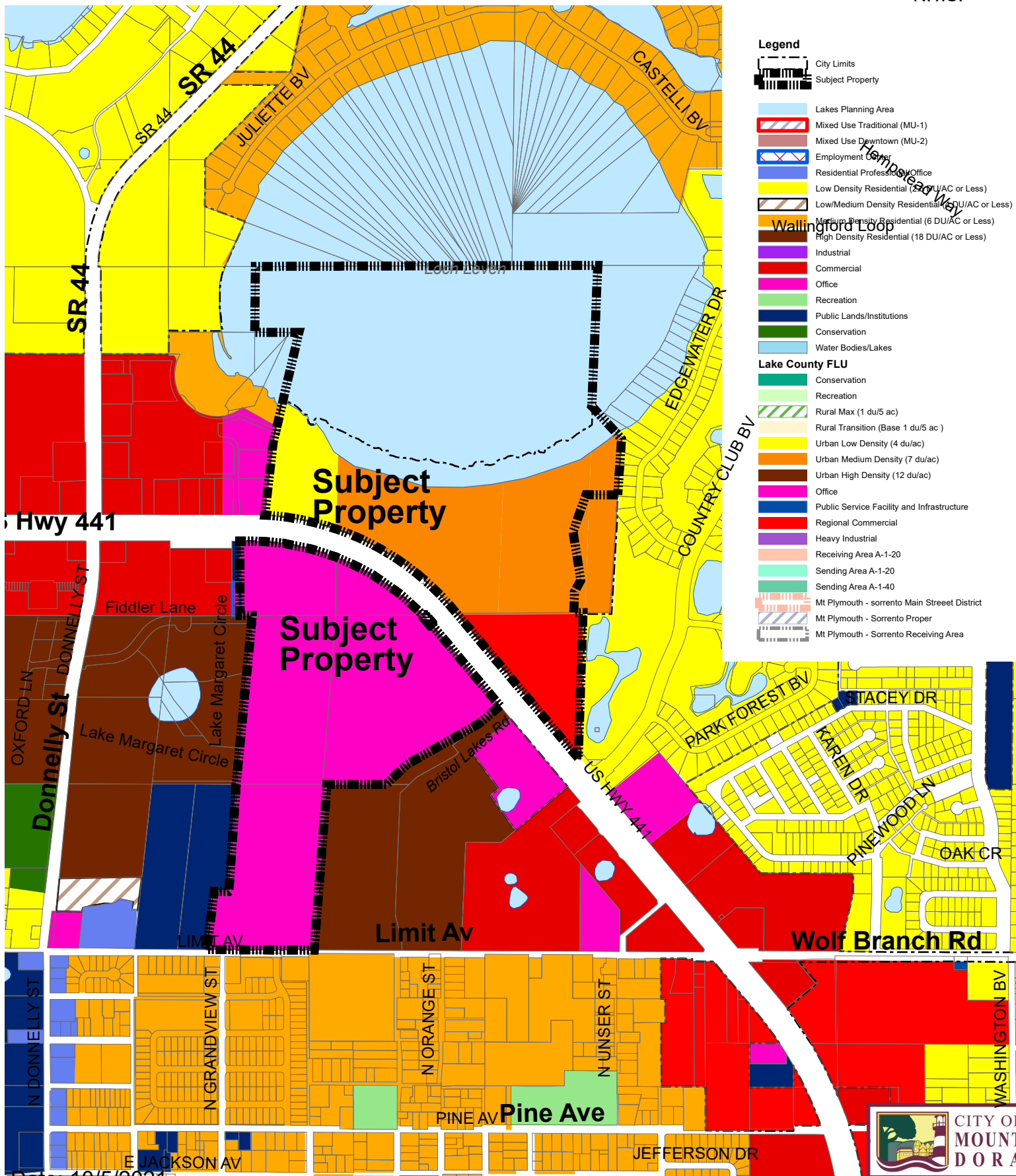


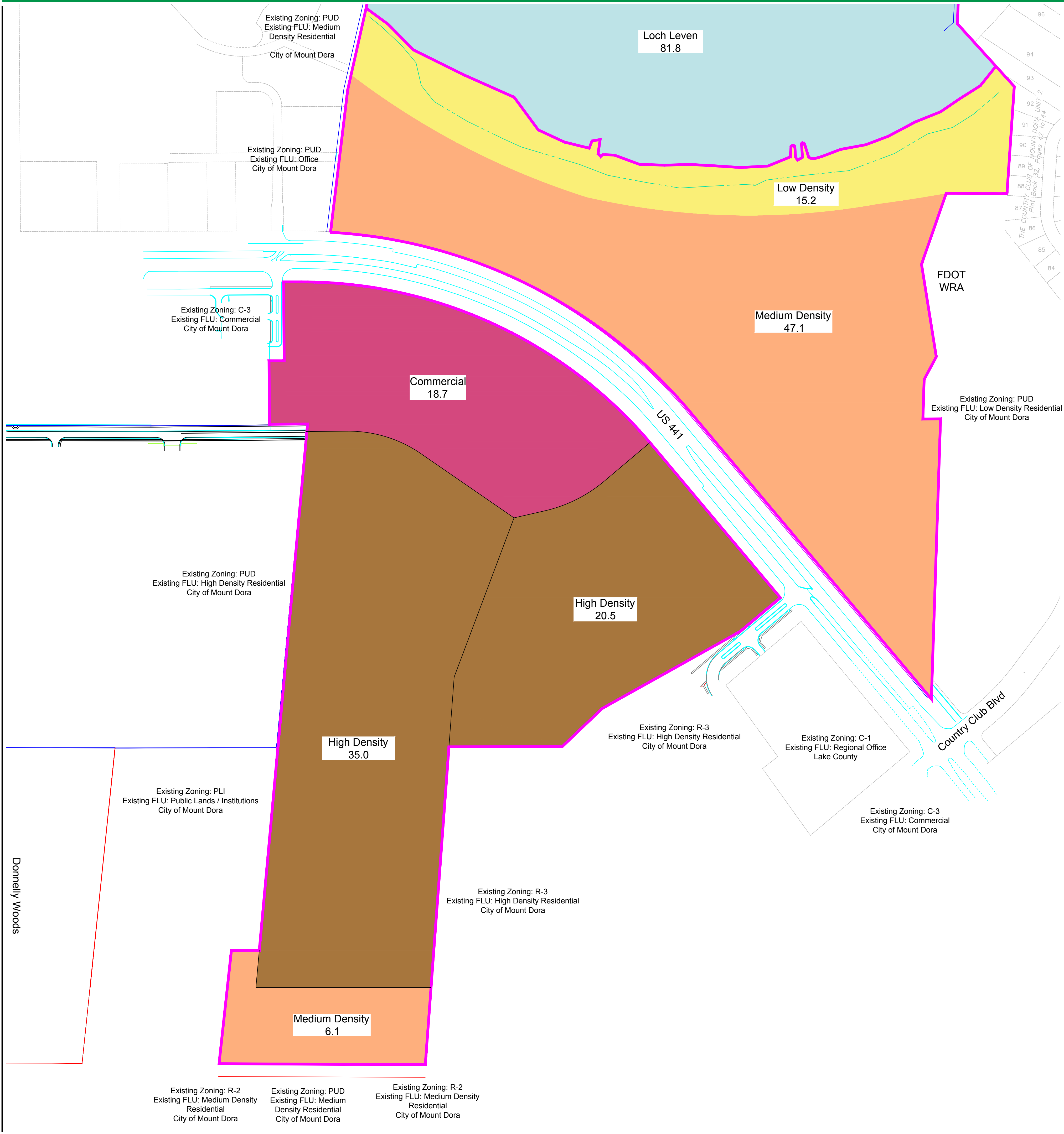
N.T.S.



Date: 10/5/2021







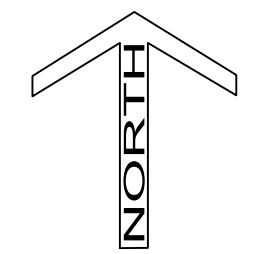
REVISED 11/5/2021

FLU SCHEDULE

SYMBOL	NOTES	ACRES	DENSITY	TOTAL
	Low Density 0 to 2.5 Du / Ac	15.15	2.5/Acre	38
	Medium Density Up to 6 Du /Ac	53.16	6/Acre	319
	Commercial	18.72	35% FAR	285,441 sf
	High Density Up to 18 Du / Ac	55.51	18/Acre	999
	Water Body / Lakes	81.83		

Proposed Future Land Use Plan

Mount Dora Groves
Mount Dora, Florida



Drawing Number: 1564-09
Originated From: 1564-08
Date: November 5, 2021
Scale: 1" = 200'
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

RECEIVED

By RagusaE at 9:58 am, Oct 05, 2021

ATTACHMENT #1

FLUM21-04LG



**CITY OF
MOUNT
DORA**

**City of Mount Dora
Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
E-mail: plandev@cityofmounddora.com**

**FUTURE LAND USE MAP AMENDMENT
LARGE-SCALE
APPLICATION**

Date : October 4, 2021 Project Name: Mount Dora Groves

1. Applicant's Name: Timothy W. Green
Company's Name: Green Consulting Group, Inc.
Address: 4070 United Ave.
City, State & Zip: Mount Dora, FL 32757
Phone: (352) 357-9241 E-mail: tgreen@greenconsultinggroup.com
2. Owner's Name: Simpson Family Partnership LTD / Mount Dora Groves Co. Inc.
Company's Name: Simpson Family Partnership LTD / Mount Dora Groves Co. Inc.
Address: 445 Limit Ave.
City, State & Zip: Mount Dora, FL 32757
Phone: c/o (352) 357-9241 E-mail: c/o tgreen@greenconsultinggroup.com
3. The property generally located and list adjacent streets: North and South of US 441, North of Limit Ave., West of Donnelly St.
4. The address(s) of the property: N/A
5. Size of property in Acres: 142.64 Square Feet: 6,213,398
6. Current Zoning District: A, R-6, C-1
7. Requested Zoning District: PUD
(Separate application required for change in zoning district)
8. Future Land Use Category : Regional Office / Commercial / Low/Medium Density Residential

ATTACHMENT 1

9. Requested Future Land Use Category: Commercial / Low/Medium/High Density Residential

10. Present use and structures on the property (list number of residential dwelling units):
Citrus Grove / No Dwellings

11. Building Size Existing: 0 Proposed: TBD up to 259,850 sq ft

12. Surrounding Future Land Use, Zoning, and Existing Use by City/County (fill-in table):

Direction	City/County	FLU	Zoning	Existing Use(s)
North	City	MDR	R1-A	Lake
South	City	MDR	R-2,PUD	SF Residential
East	City	HDR	PUD,C-3,R-3	SF/MF Residential / Vacant
West	City	HDR / Commercial / Public	PUD,C-3,PLI	MF Residential / Commercial / Vacant

(districts/categories may be abbreviated)

13. Present use and structures on the property (list number of residential dwelling units):
Office / Barn for citrus operation

14. Proposed use of property: Mixed use development

15. List the specific Comprehensive Plan Policy that allows proposed use: See Attached

16. State the reason for this request: To align the newly annexed parcels with the City Future Land Use Plan.

17. Describe changed condition justifying the amendment: Annexation into Mount Dora

18. Describe whether and how the proposed amendment is consistent with the City of Mount Dora's Comprehensive Plan: See Attached

19. Describe the extent to which the proposed amendment is compatible with existing land uses: See Attached

ATTACHMENT #1

20. Describe the extent to which the proposed amendment affects the capacities of public facilities and services: This area is surrounded by the city and has been planned for and will be served by the services in place.
21. Describe the extent of environmental impacts on the resources of proposed amendment: The site is an active citrus grove and any lakefront impacts will be permitted with appropriate agencies.
22. Describe the extent to which the proposed amendment will result in an orderly and logical development pattern: This site is surrounded by the city of Mount Dora and could be considered an infill site.

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 of my knowledge and belief.

[Signature]
Signature of Applicant

Timothy W Green
Print or Type Name

STATE OF FLORIDA
COUNTY OF LAKE
CITY OF MOUNT DORA

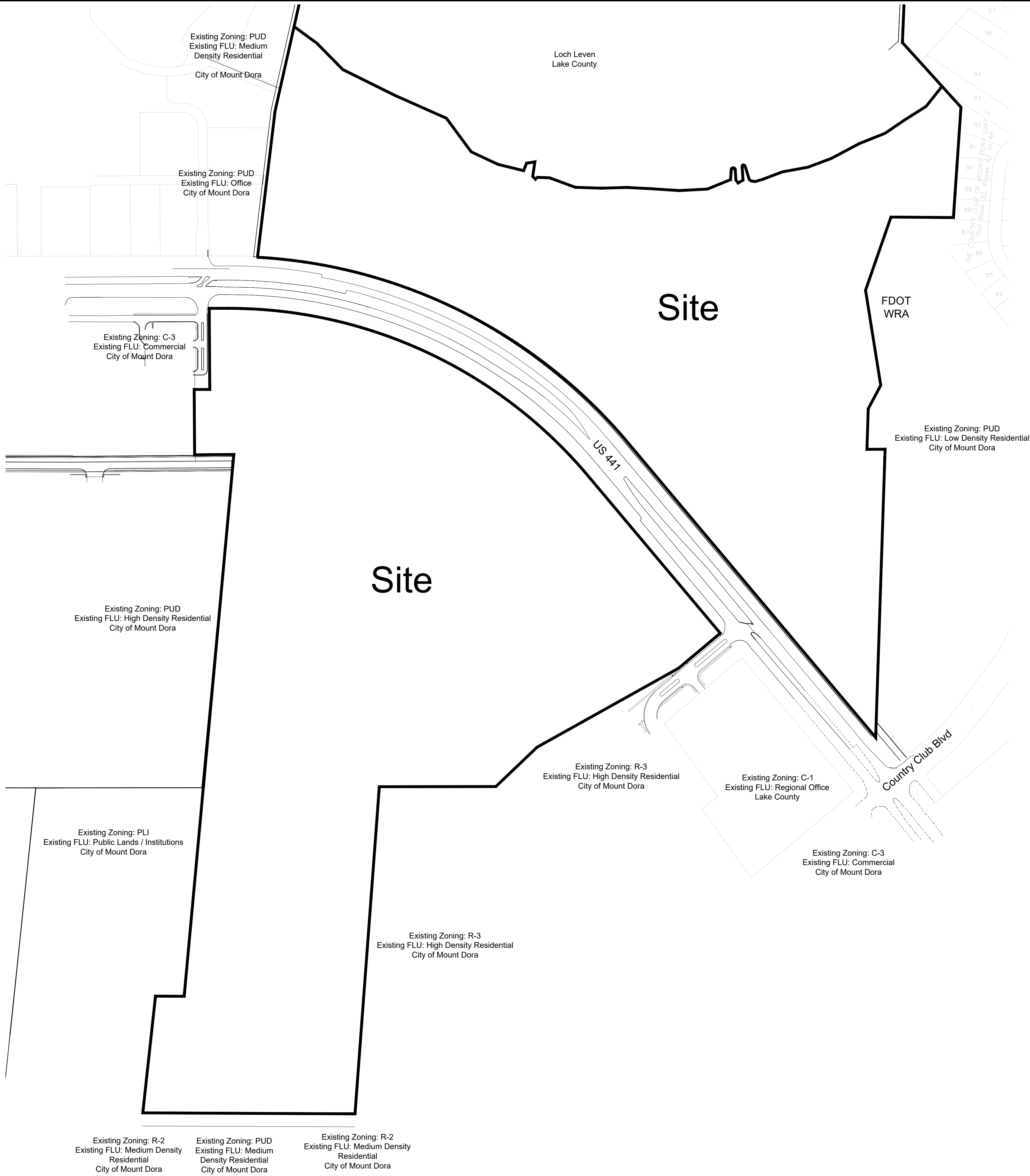
The foregoing instrument was acknowledged before me this 4 day of October 2021 by Timothy W. Green who is personally known to me or who has produced ✓ as identification and who did ✓ or did not ✓ take an oath.

SEAL:



[Signature]
Notary Public

MIRIAM RODRIGUEZ
Print or Type Name



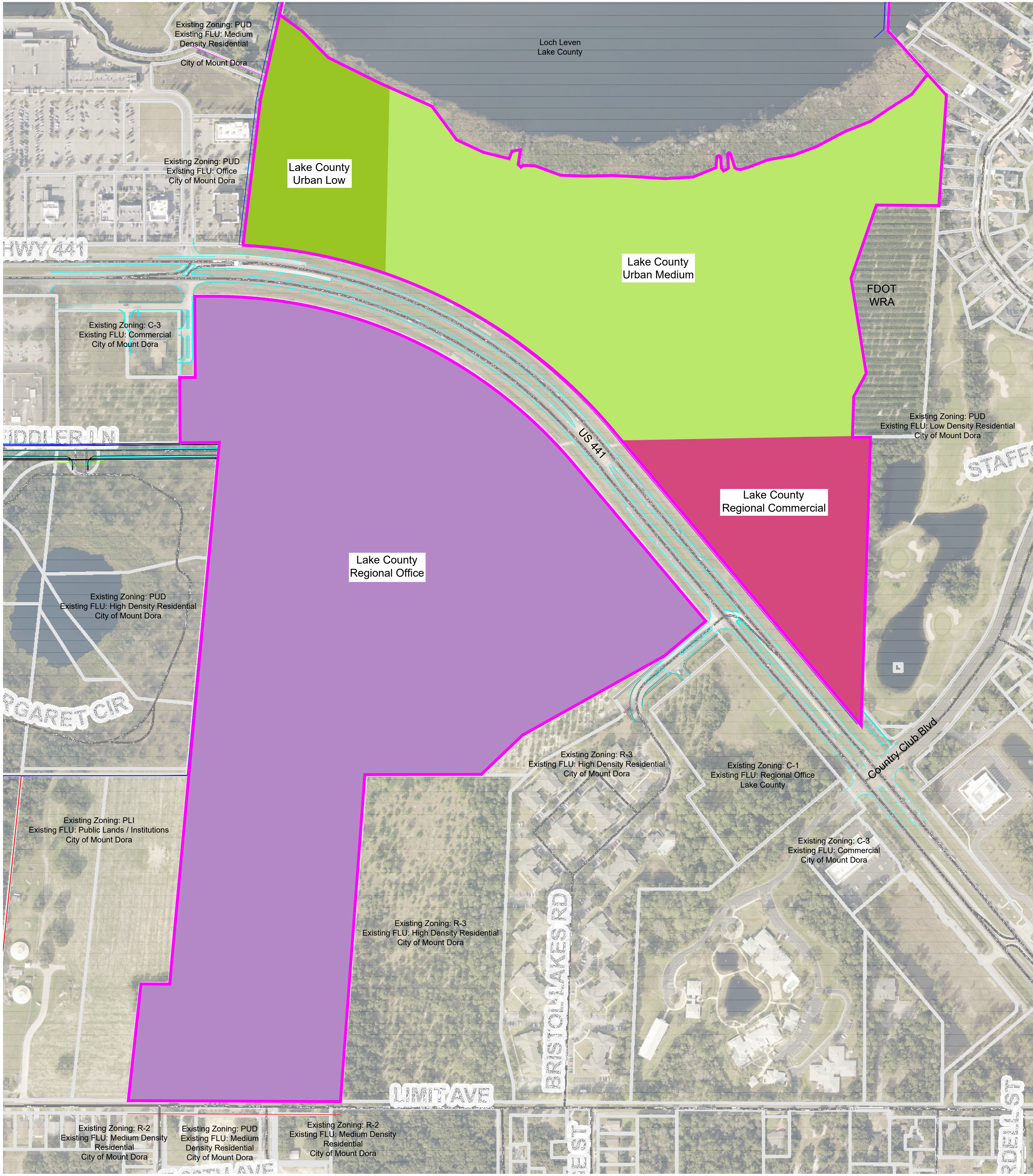
Location/Surrounding Land Use/Zoning map



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

Drawing Number: 1564-06
Originated From: 1564-05
Date: October 4, 2021
Scale: 1" = 200'
Drawn By: PAH
Layout: 24"x36"

Mount Dora Groves
Mount Dora, Florida



FLU SCHEDULE

SYMBOL	NOTES	ACRES	DENSITY	TOTAL
	Urban Medium 7 Du/Ac	40.84	7/Acre	286
	Urban Low 4 Du/Ac	9.2	4/Acre	37
	Regional Commercial 100% FAR	12.27	100% FAR	534,636 sf
	Regional office 300% FAR	80.32	300% FAR	10,496,275 sf

Maximums per Land Use Category

Residential - 323

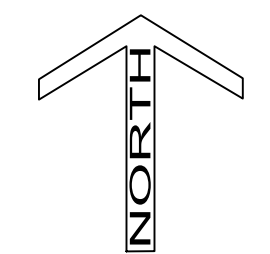
Regional Commercial - 534,636 Sq Ft

Regional Office - 10,496,276

Existing Future Land Use

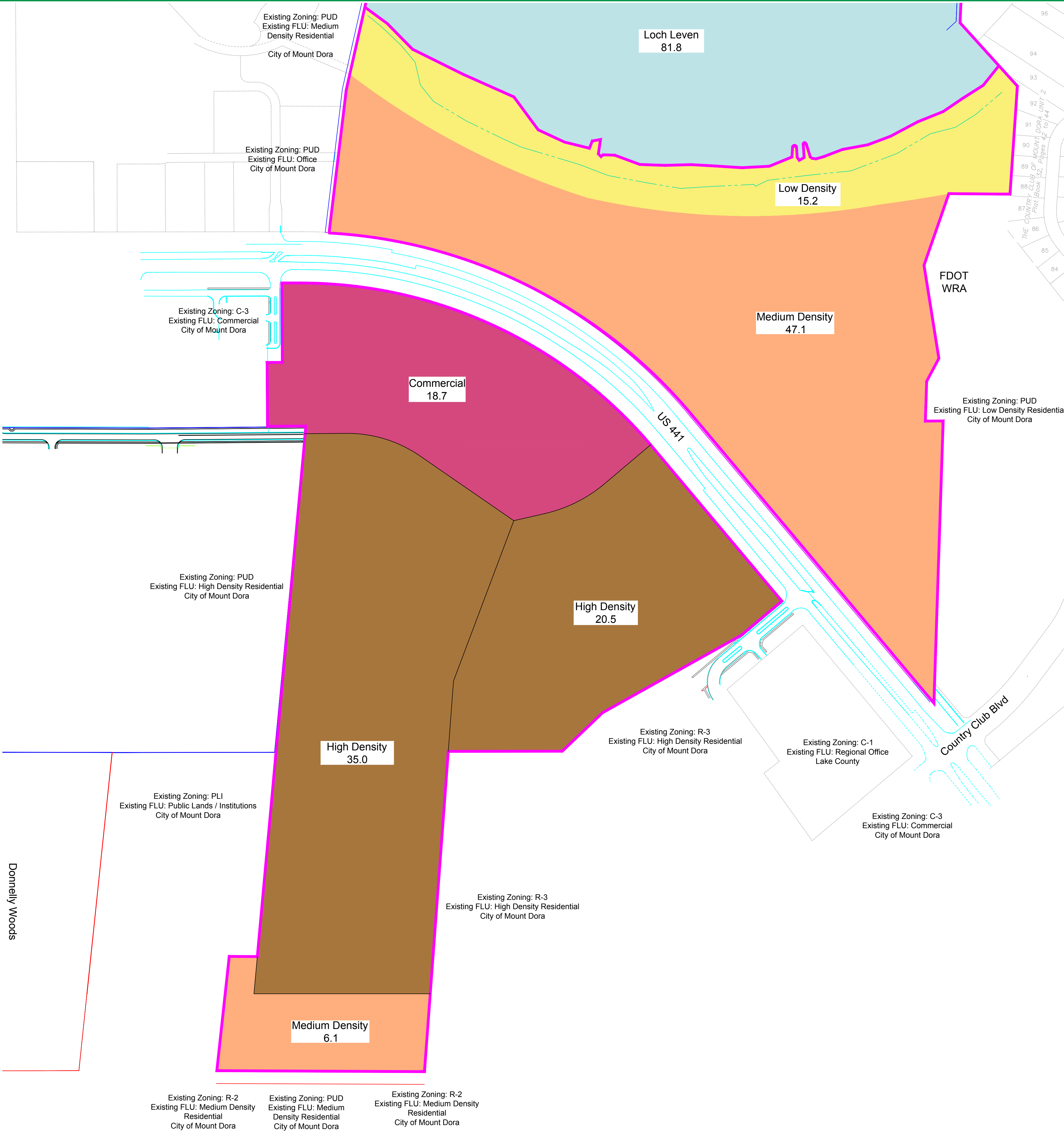
Mount Dora Groves

Mount Dora, Florida

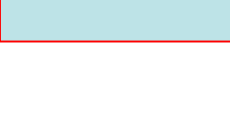


Drawing Number: 1564-06
Originated From: 1564-05
Date: October 4, 2021
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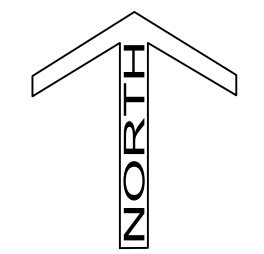


FLU SCHEDULE

SYMBOL	NOTES	ACRES	DENSITY	TOTAL
	Low Density 0 to 2.5 Du / Ac	15.15	2.5/Acre	38
	Medium Density Up to 6 Du /Ac	53.16	6/Acre	319
	Commercial	18.72	35% FAR	285,441 sf
	High Density Up to 18 Du / Ac	55.51	18/Acre	999
	Water Body / Lakes	81.83		

Proposed Future Land Use Plan

Mount Dora Groves
Mount Dora, Florida



Drawing Number: 1564-09
Originated From: 1564-08
Date: November 5, 2021
Scale: 1" = 200'
Drawn By: PAH
Layout: 24"x36"

Green Consulting Group, Inc.
Landscape Architecture ■ Land Planning ■ Development Assistance
4070 United Avenue, Mount Dora, Florida 32757
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LOCATION MAP NOT TO SCALE

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 8,11,13, 16, 17, OF TABLE THEREOF.

SHEET 1 OF 5



16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
407 654-5355 *FAX 407 654-5356

ALTA/NSPS ALTA LAND TITLE
BOUNDARY, TOPOGRAPHIC AND
TREE SURVEY
OF
SIMPSON FAMILY PARCELS
SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST
LAKE COUNTY, FLORIDA

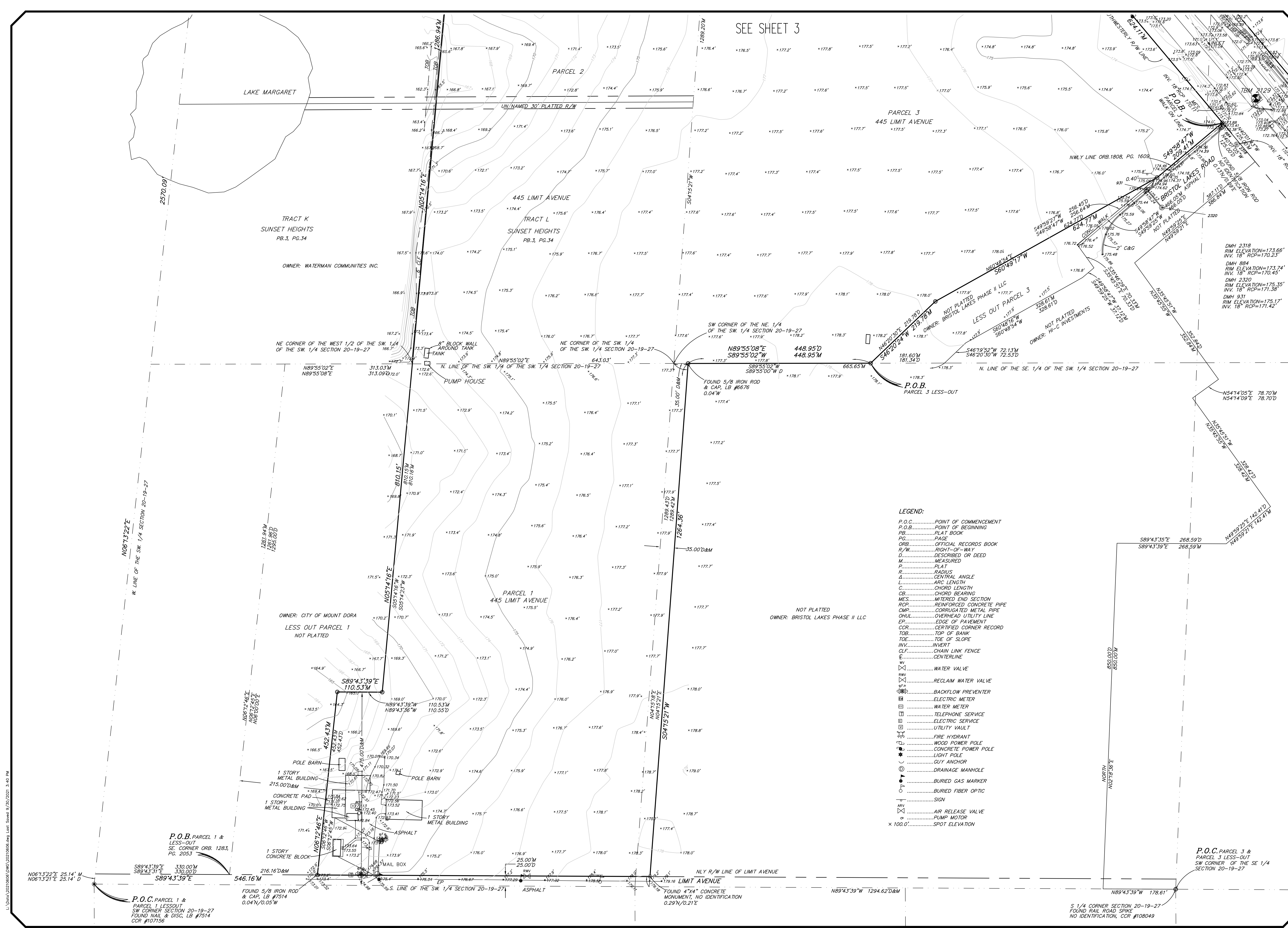
FOR: BERING 1, LLC

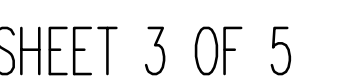
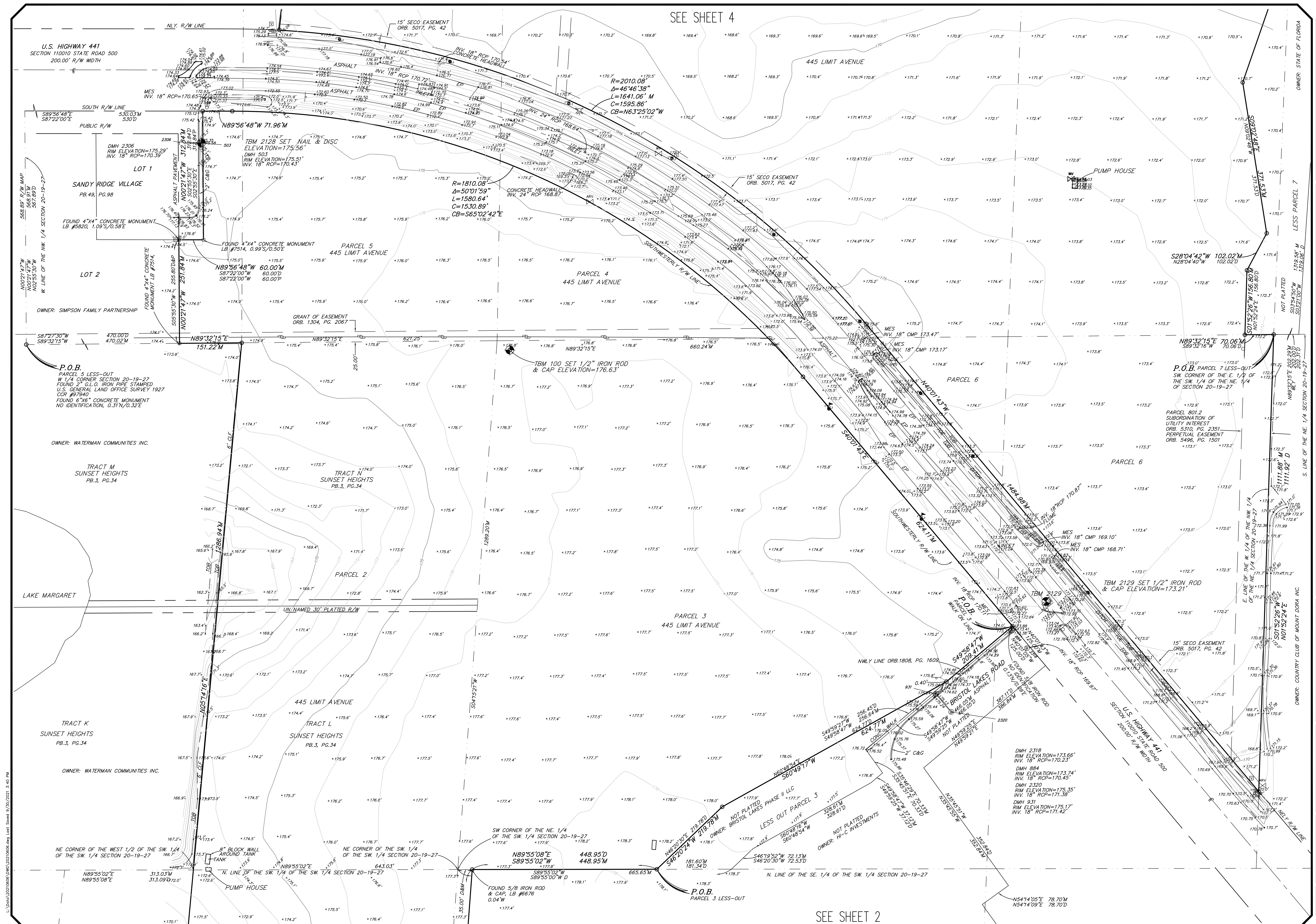
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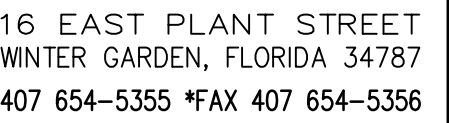
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JOB # _____ 20210606
 DATE: _____ SEPTEMBER 22, 2021
 SCALE: _____ 1"=100'
 CALC BY: _____ SEJ
 FIELD BY: _____ DH/TS
 DRAWN BY: _____ SEJ
 CHECKED BY: _____ JLR

SHEET 2 OF 5







ALTA/NSPS ALTA LAND TITLE
BOUNDARY, TOPOGRAPHIC AND
TREE SURVEY
OF
SIMPSON FAMILY PARCELS
SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST
LAKE COUNTY, FLORIDA

FOR:
BERING 1, LLC

[illegible]

JOB # _____ 20210606
 DATE: _____ SEPTEMBER 22, 2021
 SCALE: _____ 1"=100'
 CALC BY: _____ SEJ
 FIELD BY: _____ DH/TS
 DRAWN BY: _____ SEJ
 CHECKED BY: _____ JLR



TREE TABLE	
POINT NUMBER	TREE
2341	7" CAMPHOR
2342	7" OAK
2343	13" OAK
2344	6" CAMPHOR
2345	7" CAMPHOR
2346	7" CAMPHOR
2347	9" CAMPHOR
2348	10" PALM
2349	13" PALM
2350	8" PALM
2351	12" CAMPHOR
2352	13" PALM
2353	12" PALM
2354	6" OAK
2355	9" CAMPHOR
2356	9" CAMPHOR
2357	6" CAMPHOR
2358	6" PALM
2359	11" PALM
2360	12" PALM
2361	14" PALM
2362	20" CAMPHOR
2363	9" CAMPHOR
2364	14" PALM
2365	6" CAMPHOR
2366	9" CAMPHOR
2367	9" PALM
2368	8" PALM
2369	13" PALM
2370	19" OAK
2371	6" OAK
2372	9" CAMPHOR
2373	6" CAMPHOR
2374	13" OAK
2375	6" OAK
2376	7" OAK
2377	7" OAK
2378	7" OAK
2379	24" OAK
2380	15" PALM
2381	8" OAK
2382	13" OAK
2383	6" OAK
2384	7" OAK
2385	7" OAK
2386	8" OAK
2387	7" OAK
2388	7" OAK
2389	22" OAK
2390	7" OAK
2391	10" OAK
2392	14" OAK
2393	6" OAK
2394	8" OAK
2395	12" OAK
2396	8" OAK
2397	11" PALM
2398	11" PALM
2399	10" CAMPHOR
2400	13" PALM
2401	10" OAK
2402	11" OAK
2403	12" OAK
2404	13" PALM
2405	13" PALM
2406	13" PALM
2407	14" PALM
2408	13" PALM
2409	13" PALM
2410	11" PALM
2411	8" OAK
2412	14" PALM
2413	6" PALM
2414	8" PALM
2415	30" OAK
2416	15" OAK
2417	16" PALM
2418	13" PALM
2419	18" PALM
2420	13" PALM
2421	25" OAK
2422	14" OAK
2423	19" PALM
2424	24" OAK
2425	21" OAK
2426	9" OAK
2427	17" OAK
2428	6" OAK
2429	8" OAK
2430	7" OAK
2431	12" PALM
2432	12" OAK
2433	30" OAK
2434	8" PALM
2435	10" PALM
2436	15" OAK
2437	9" PALM
2438	10" PALM
2439	26" OAK
2440	13" PALM
2441	13" PALM
2442	11" PALM
2443	13" PALM
2444	15" PALM
2445	12" PALM
2446	24" OAK
2447	10" PALM
2448	13" PALM
2449	26" OAK
2450	11" CAMPHOR
2451	7" OAK
2452	12" OAK
2453	14" OAK
2454	13" OAK
2455	13" PALM
2456	11" OAK
2457	9" CAMPHOR
2458	8" CAMPHOR
2459	24" OAK
2460	14" CAMPHOR
2461	9" OAK
2462	9" OAK
2463	10" PALM
2464	8" OAK
2465	6" OAK
2466	6" OAK
2467	13" CAMPHOR
2468	13" PALM
2469	12" OAK
2470	28" OAK
2471	7" OAK
2472	28" OAK
2473	23" OAK
2474	12" PALM
2475	6" OAK
2476	18" OAK
2477	28" OAK
2478	14" PALM



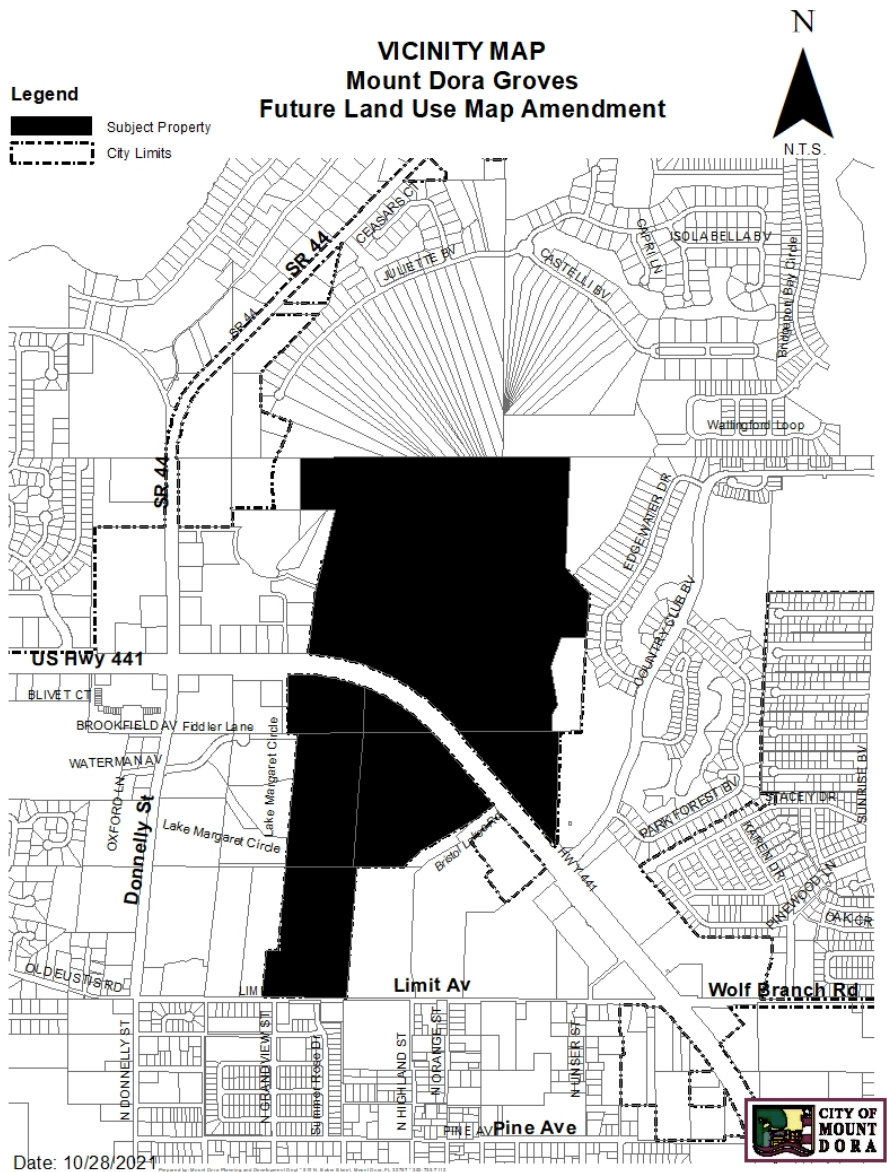
**NOTICE OF COMPREHENSIVE PLAN CHANGE
FUTURE LAND USE MAP AMENDMENT
ORDINANCE NO. 2021-24
CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the City Council of the City of Mount Dora, Florida will conduct a public hearing to consider First Reading of Ordinance No. 2021-24 for proposed changes to the City of Mount Dora Comprehensive Plan to amend the Future Land Use Map. The public hearing will be held on Tuesday, January 18, 2022, at 6:00 p.m., or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida. The title and substance of proposed Comprehensive Plan Ordinance is as follows:

ORDINANCE NO. 2021-24

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO A CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Further, Ordinance No. 2021-24 includes a Future Land Use Map Amendment changing certain lands from County Regional Office, Regional Commercial, Urban Medium (7 du/ac), and Urban Low (4 du/ac) to City Commercial, High Density Residential (18 du/ac), Medium Density Residential (6 du/ac), and Low Density Residential (2.5 du/ac) as depicted on the map of this advertisement below:



Page -2-

Interested parties may appear at the meeting and be heard with respect to the proposed comprehensive plan amendment.

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 North Baker Street, Mount Dora, Florida between the hours of 8:00 a.m. and 5:00 p.m., 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

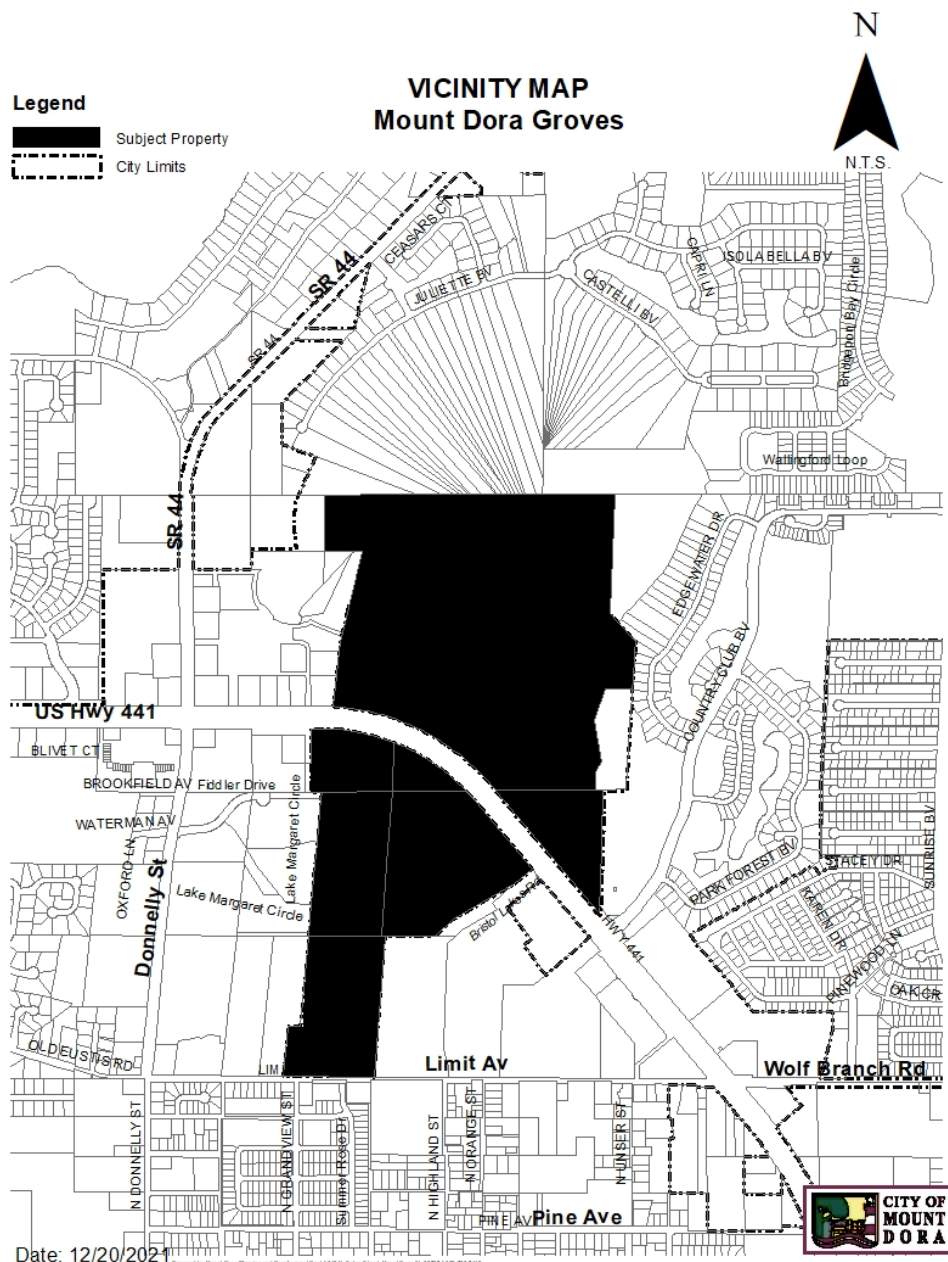
2 column, 10.5 inch; Non-legal

Publish: January 7, 2022

NOTICE OF COMMUNITY INPUT MEETING FOR THE PROPOSED MOUNT DORA GROVES PROJECT CITY OF MOUNT DORA, FLORIDA

Notice is hereby given for a Community Input Meeting pertaining to the proposed Mount Dora Groves project. This Community Input Meeting will be held on **Monday, January 10, 2022, at 6:00 p.m.**, at the Mount Dora Community Building, 520 North Baker Street, Mount Dora, Florida. The substance of project is as follows:

MOUNT DORA GROVES (PROJECT NAME); 224.56 ACRES (SIZE); 19400 US HWY 441 (SITE ADDRESS); LOCATED ON THE NORTH AND SOUTH SIDES OF US 441, NORTH OF LIMIT AVE., AND WEST OF DONNELLY STREET (LOCATION); SIMPSON FAMILY PARTNERSHIP LTD AND MOUNT DORA GROVES CO. INC. (OWNERS); GREEN CONSULTING GROUP, INC. (APPLICANT).



ATTACHMENT #2

Interested parties are welcome to attend this meeting with respect to the proposed Mount Dora Groves project with opportunity for public comments and feedback.

The file 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.

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.

Legal Ad Dated/Notification: December 30, 2021

ORDINANCE NO: 2021-24

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO A CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora is committed to planning and managing for future growth and redevelopment of property located within the City limits; and

WHEREAS, the Florida Statutes, Section 163.3167 empowers the City of Mount Dora to adopt and amend the City of Mount Dora Comprehensive Plan 2045; and

WHEREAS, pursuant to Florida Statutes, Section 163.3187, Simpson Family Partnership LTD and Mount Dora Groves Co. Inc., (Property Owners) submitted an application to the City requesting a change in Future Land Use designation and amendment to the Future Land Use Map of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045 pertaining to that property located on the north and south sides of US Highway 441, north of Limit Avenue, and east of Donnelly Street, as depicted in **Exhibit "A"** attached hereto (Property); and

WHEREAS, the proposed Comprehensive Plan Amendment qualifies as large-scale development amendment because the Property is more than fifty acres in size, the proposed amendment does not involve a text change to the goals, policies and objectives of the City and only proposes a land use change to the City's Future Land Use Map; and

WHEREAS, the Property is not located within an area of critical state concern; and

WHEREAS, in accordance with applicable law, notice of the proposed Comprehensive Plan amendment was provided to Lake County and to the public by way of publication in a newspaper of general circulation in the City; and

WHEREAS, on November 17, 2021, the City of Mount Dora Planning and Zoning Commission approved the proposed amendment to the Future Land Use Map of the Future Land

Use Element of the City of Mount Dora Comprehensive Plan 2045 pertaining to the Property;
and

WHEREAS, after conducting a public hearing, the City of Mount Dora finds that the proposed amendment to the Future Land Use Map of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045 pertaining to the Property 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. APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATIONS AND AMENDMENT TO FUTURE LAND USE MAP. The Future Land Use designations, as depicted and graphically illustrated in **Exhibit “B”** (Future Land Use Area Map) and **Exhibit “C”** (Future Land Use Map II-2a) are hereby assigned to the Properties located on the north and south sides of US Highway 441, north of Limit Avenue, and east of Donnelly Street Tax Parcel Identification Numbers 20-19-27-0001-000-00500 (Alt. Key 1445671), 20-19-27-0003-000-05900, (Alt. Key 3884341), 20-19-27-0002-000-05800, (Alt. Key 3884340), 19-19-27-0600-00L-00000, (Alt. Key 3816281), 20-19-27-0003-000-01400, (Alt. Key 1445698), 20-19-27-0003-000-01200, (Alt. Key 1445647), as set forth hereafter:

- A. The Future Land Use on that portion of the Property designated as High Density Residential is described in **Exhibit “D”** attached hereto; that portion of the Property designated as Medium Density Residential is described in **Exhibit “E”** attached hereto; that portion of the Property designated as Low Density Residential is described in **Exhibit “F”** attached hereto and that portion of the Property designated as Commercial is described in **Exhibit “G”** attached hereto.
- B. High Density Residential (maximum 18.00 dwelling units per acre), Medium Density Residential (maximum 6.00 dwelling units per acre), Low Density Residential (maximum 2.50 dwelling units per acre), and Commercial.
- C. The Future Land Use Map II-2a, adopted under City of Mount Dora Ordinance No. 2020-04, enacted on June 16, 2020, and as amended under City of Mount Dora Ordinance No. 2021-07, enacted on December 7, 2021, is hereby further amended to conform to the Future Land Use assignments approved by this Ordinance.

SECTION 3. 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 4. SAVINGS CLAUSE. All prior actions of the City of Mount Dora pertaining to the requested Future Land Use change and amendment to Future Land Use Map II-2a of the Future Land Use Element of 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 5. 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 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 7. 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 8. EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption following the adoption of City of Mount Dora Ordinance 2021-23 annexing the Property into the City of Mount Dora; however, pursuant to Florida Statutes, Section 163.3184, the subject large-scale Future Land Use Map amendment, expedited state review, shall become effective 31 days after adoption of this Ordinance by the City, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, the subject small-scale Future Land Use Map amendment shall become effective once the Florida Department of Economic Opportunity or the Administration Commission issues a final order determining that the adopted large-scale Future Land Use Map amendment is in compliance with the Plan.

Signatures on Following Page

FIRST READING: _____

SECOND READING: _____

PASSED AND ADOPTED this ____ day of _____ 2022.

CRISSY STILE
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

EXHIBIT “B”
Future Land Use Area Map

EXHIBIT “C”
Future Land Use Map II-2a

EXHIBIT “D”

Future Land Use Legal Description
High Density Residential (maximum 18.00 dwelling units per acre)

[Legal Description to be included with the final ordinance version]

EXHIBIT “E”

Future Land Use Legal Description
Medium Density Residential (maximum 6.00 dwelling units per acre)

[Legal Description to be included with the final ordinance version]

EXHIBIT “F”

Future Land Use Legal Description
Low Density Residential (maximum 2.50 dwelling units per acre)

[Legal Description to be included with the final ordinance version]

EXHIBIT “G”

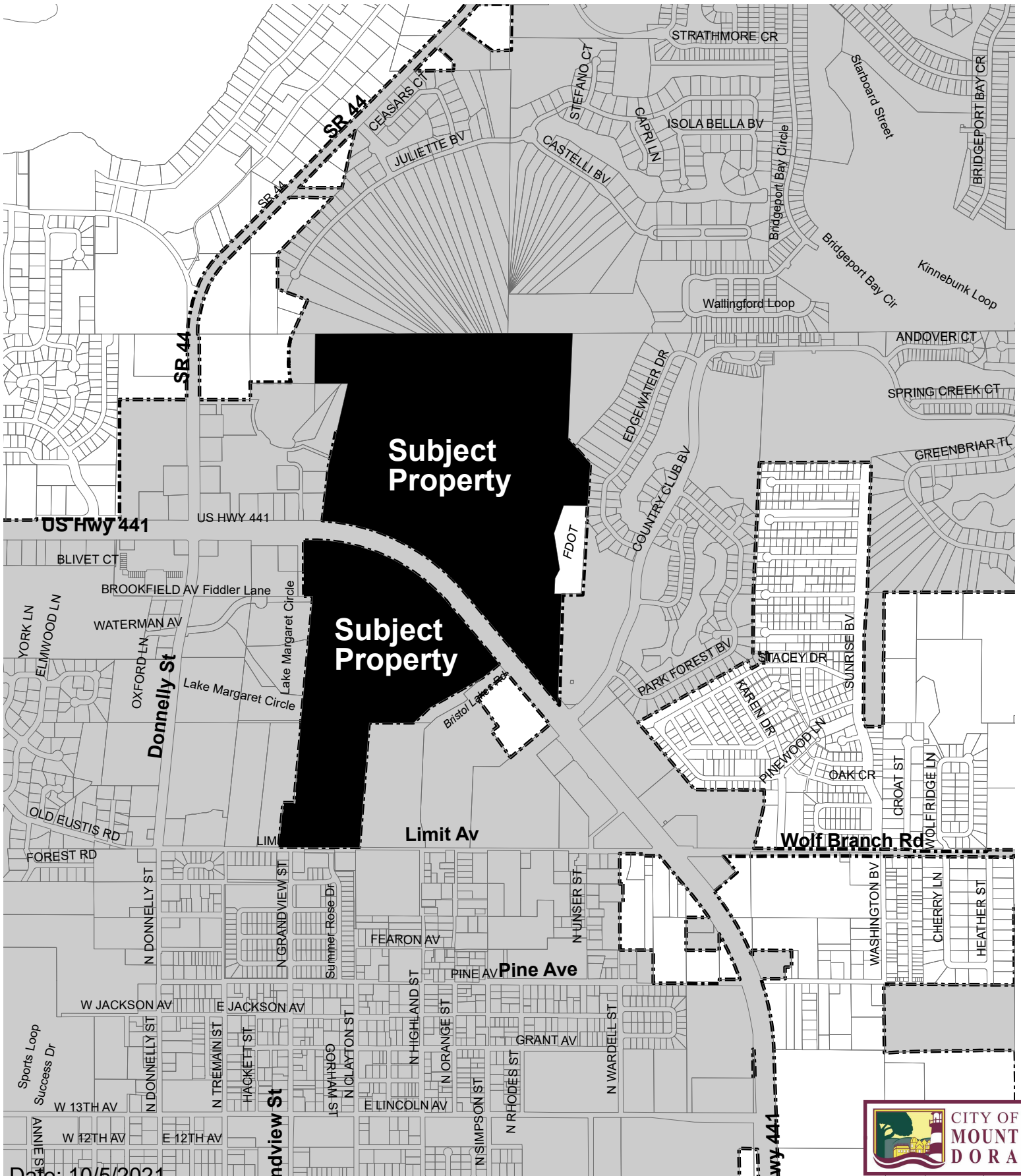
Future Land Use Legal Description
(Commercial)

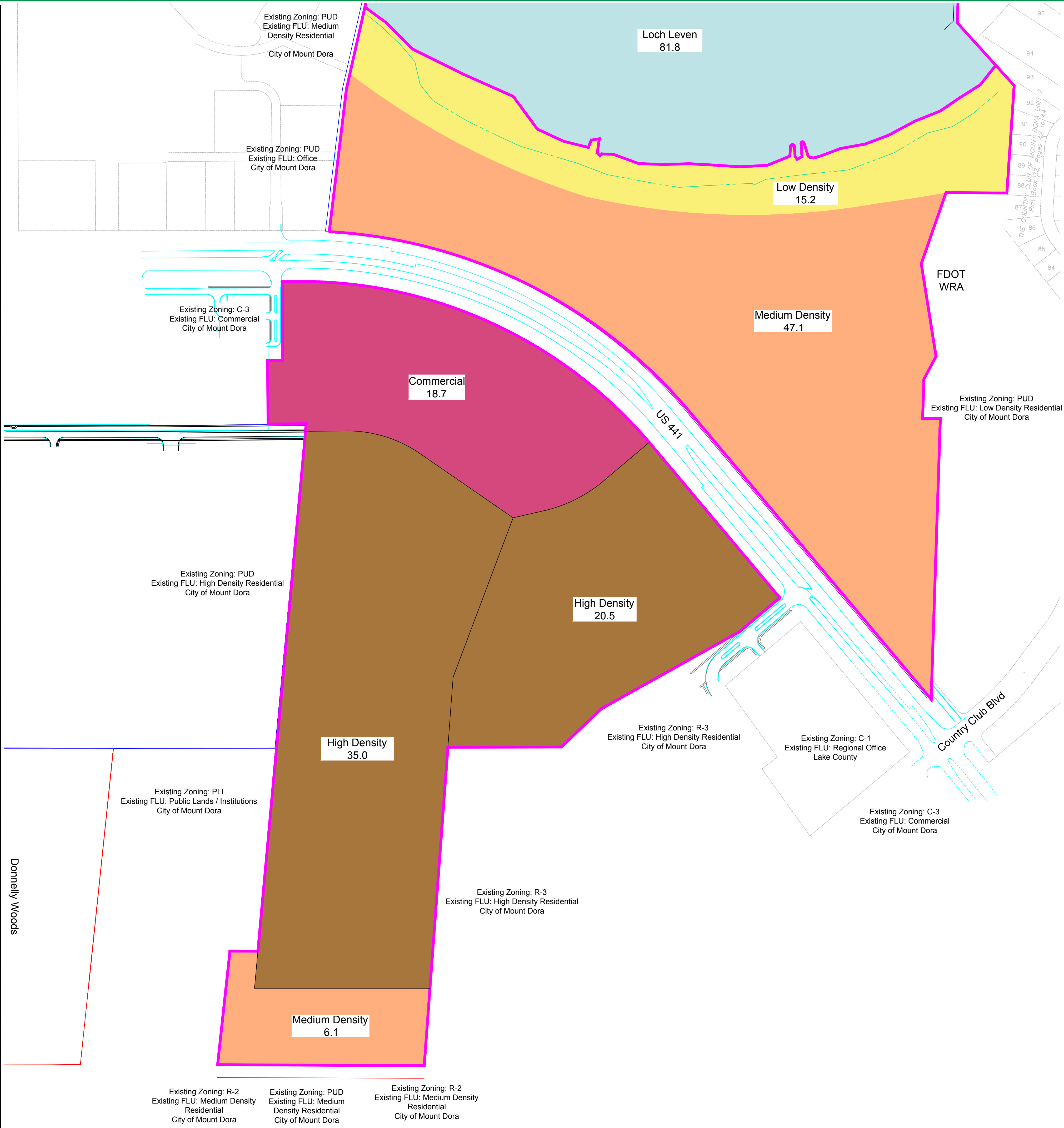
[Legal Description to be included with the final ordinance version]

Simpson Family Partnership, LTD Mount Dora Groves, Co., Inc Vicinity Map

Legend

-  Subject Property
-  City Limits





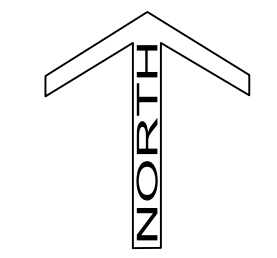
REVISED 11/5/2021

FLU SCHEDULE

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Proposed Future Land Use Plan

Mount Dora Groves
Mount Dora, Florida



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Drawn By: PAH
Layout: 24"x36"

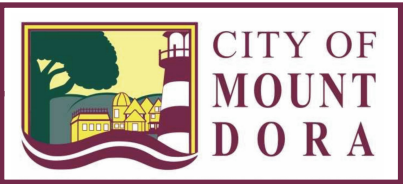
Green Consulting Group, Inc.
Landscape Architecture ■ Land Planning ■ Development Assistance
4070 United Avenue, Mount Dora, Florida 32757
352-357-9241 ■ Fax 352-357-9278 ■ LC26000288

City of Mount Dora Future Land Use Map

Planning Time Frame: 2045

FLUM Amendment Project Name: Mount Dora Groves
Simpson Fa,ily Partnership Ltd
Mount Dora Groves Co., Inc.

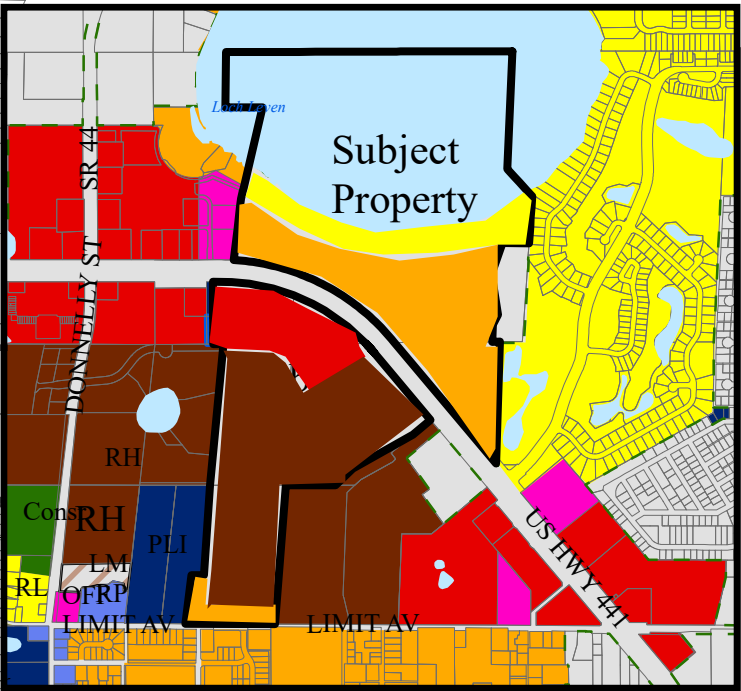
Exhibit "C"
Ordinance No. 2021-24



0 1,400 2,800 Feet

Map II-2a

Large-Scale FLUM Amendment

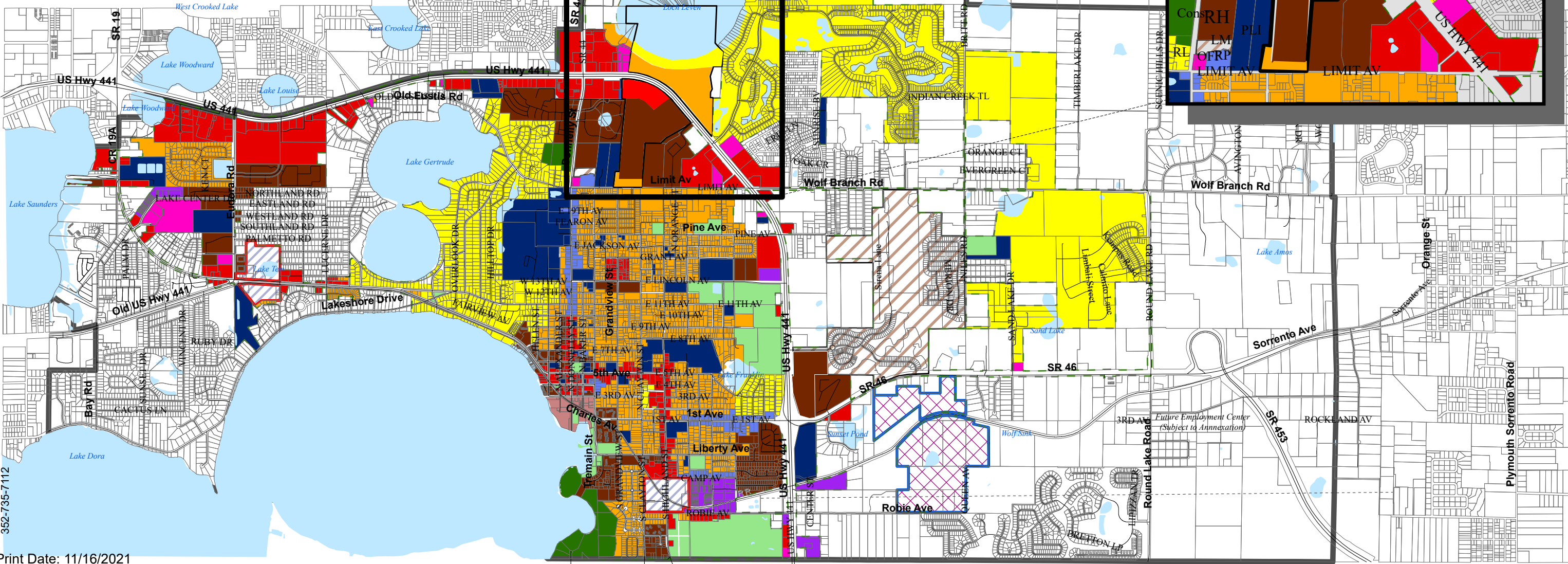


LEGEND:

- Mount Dora Groves-Simpson
- Mount Dora Groves- Simpson
- Mixed Use Traditional (MU-1)
- Mixed Use Downtown (MU-2)
- Employment Center
- Residential Professional/Office
- Low Density Residential (2.5 DU/AC or Less)
- Low/Medium Density Residential (4 DU/AC or Less)
- Medium Density Residential (6 DU/AC or Less)
- High Density Residential (18 DU/AC or Less)
- Industrial
- Commercial
- Office
- Recreation
- Public Lands/Institutions
- Conservation
- Water Bodies/Lakes

Features

- City Limits
- JPA
- Rail Road





CITY OF MOUNT DORA

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

DATE: January 18, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request adoption of Resolution No. 2022-01, Preliminary PUD Master Plan for Mount Dora Groves

Introduction:

This is a request for City Council to approve Resolution No. 2022-01, for the Mount Dora Groves Preliminary PUD Master Plan with Conditions

Call Up Item
Mayor Asks Attorney to read Resolution by Title Only
City Manager Background
Applicant Presentation
Public Hearing
Discussion
Council Action

Discussion:

Further project descriptions and design elements are contained in Attachment #1 (PZC Staff Report). The advertisements for the adoption hearing are provided in Attachment #2. The property is located on both sides of US Highway 441 and contains over 224 acres. A portion of the property fronts Loch Leven. The developable acres, less the lake, total 142.64 acres.

The applicant is requesting to rezone to Planned Unit Development from County Agriculture, County R-6, and County C-1. The applicant is requesting a Preliminary PUD. Given the property size and nature of the proposed master plan, the zoning for a PUD assignment is processed in two parts: 1) Preliminary PUD Master Plan; and 2) Final PUD Master Plan. The Preliminary PUD set the overall concept development and zoning performance standards.

The Planning and Development Department staff with review with the City's planning consultant has evaluated the Preliminary PUD Master Plan and has provided conditions to be incorporated into the Final PUD Master Plan. These items are listed in Exhibit "C" of

Resolution No. 2022-01.

The PUD Master Plan is for a multiple-use development with various housing types and a commercial tract. These development details and descriptions are enumerated and illustrated within the Preliminary PUD Master Plan.

The sequence of events leading to the presentation to the City Council are as follows:

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on December 15, 2021, recommended approval (vote 6-0) of the Mount Dora Groves Preliminary PUD Master Plan.

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on November 17, 2021, tabled (vote 7-0) the Mount Dora Groves Preliminary PUD Master Plan.

The Development Review Committee (DRC) recommended approval with conditions on October 27, 2021, of the Preliminary PUD Master Plan request.

Budget Impact:

There are no budgetary impacts on the City relative to the processing of the Planned Unit Development amendment action.

Strategic Impact:

Planned Unit Development amendments 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. Objective 1.1. Develop Wolf Branch Innovation District (WBID). Objective 1.2. Enhance mobility, connectivity, and expand the trail network. Objective 1.2.1 Implementation of the transportation master plan. Objective 1.3. Attract new commercial businesses/residential development. GOAL 2: Infrastructure / Public Safety.

Recommendation It is recommended that City Council adopt Resolution No. 2022-01 for the Mount Dora Groves Preliminary PUD Master Plan with conditions.

Attachment(s):

1. Attachment 1 PZC Memo MD Groves Prel PUD12-15-2021 (ADA)
2. Attachment 2 Legal Ad Publication (ADA)
3. Resolution 2022-01 Prel PUD (MD Groves) With Condition.SGS
4. Exhibit A Legal Description (MD Groves Prel PUD) SGS
5. Exhibit B Preliminary PUD Master Plan SGS

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 1/12/2022

Approved - 1/12/2022

Approved - 1/12/2022

Final Approval - 1/12/2022



**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

DATE: December 15, 2021

TO: Planning and Zoning Commission

FROM: Development Review Committee
Vince Sandersfeld, Planning Director

RE: Request for Preliminary PUD Master Plan; Mount Dora Groves (Project Name); 224.56 Acres (Size); 19400 US Hwy 441 (Site Address); Located on the North and South sides of US Hwy. 441, North side of Limit Avenue and West of Donnelly Street (Location); Simpson Family Partnership LTD and Mount Dora Groves Co. Inc. (Owners); Green Consulting Group, Inc. (Applicant).
Project No. PUD21-02PREL

Recommendation:

Staff recommends approval of the above-referenced request for Mount Dora Groves Preliminary PUD Master Plan.

Reference/Support:

Sections 3.4.5 of the City's *Land Development Code*

Background:

The property is an existing orange grove that consists of acreage both north and south of US Highway 441, west of Donnelly Street, and north of Limit Avenue. The entire property encompasses 224.56 acres. 137.40 acres are developable. The proposed Preliminary PUD is associated with annexation and future land use map amendment. The master plan proposal is for a mixed-use development that include commercial, single-family lake front lots, traditional single-family lots, optional townhomes, optional duplex, optional rental (for rent) single-family dwellings, and multi-family apartments.

The development located north side adjacent to Loch Leven and Mount Dora Country Club (MDCC) will be single-family homes. The PUD removed the County's commercial zoned parcel next to Mount Dora Country Club. There is an existing 70 feet wide utility easement along this section of the MDCC that will serve as a buffer yard.

The southern section of the master plan includes 18 acres highway commercial adjacent to the existing Sandy Ridge Center fronting US Highway 441. A mixture of housing types are slated for the remaining site that includes apartments (possible 3, 4 or 5 stories), single-family, optional townhomes and single-family. The PUD has an option for special housing that are designed as single-family detached home, but are under a central management for rent. The terms used is single story apartments.

Planning and Zoning Commission Meeting December 15, 2021

Preliminary PUD for Mount Dora Groves

Page 2

The Preliminary PUD Master Plan is a concept of the proposed mixed uses. Additional design standards, zoning performance, access management, buffering concepts and hardscape will be provided with the Final PUD Master Plan. This includes the Traffic Impact Analysis.

The proposal for residential and commercial master plan community in this case is compatible with the surrounding uses and land use patterns along US Highway 441 and Limit Avenue.

The planned roadway concepts includes extension of Grandview Street to connect to US Highway 441. During the Final PUD the developer will be pursuing a new traffic light at US Highway 441, but that intersection improvement will be determined by Florida Department of Transportation (FDOT) and subject to a traffic warrant study. From a Preliminary PUD standpoint, this aspect has been noted to the applicant upfront.

In addition, there will be connections to the Lakeside at Waterman Village planned “Fiddlers Drive”, Bristol Lakes Road, and Sandy Ridge Center frontage road.

The northern side of US 441 ingress/egress includes the new intersection at mid-point of the parcel. The applicant has reviewed the adjacent Publix Center and there appears to be issues regarding access to the existing stub-out at the ABC Liquor store. The Preliminary PUD has a condition noted that further evaluation for the connection included with the Final PUD. Also, the same elevation is being researched possible multi-use trail connection to the Mount Dora Country Club.

SITE SUMMARY:

Owners:	Simpson Family Partnership, LTD. – Robert L. Simpson Mount Dora Groves Company, Inc. – Mark R. Simpson	
Applicant:	Green Consulting Group, Inc. – Timothy W. Green, ASLA, AICP, LEED AP	
Developer:	Brochman, LLC – Chad R. O’Brien and Ronald J. Rakunas	
Existing Use:	Vacant Land and Orange Grove Operation	
Proposed Use:	Commercial, Single Family Residential, and Multiple-Family Residential	
Future Land Use:	County Urban Low (4 d/u per acre); County Urban Medium (7 d/u per acre); County Regional Commercial; and County Regional Office	
Proposed City		
Future Land Use:	17.00 Acres	Commercial (0.35 FAR)
	58.10 Acres	High Density Residential (Maximum 18 du/ac)
	47.10 Acres	Medium Density Residential (6 du/ac)
	<u>15.20 Acres</u>	<u>Low Density Residential (2.5 du/ac)</u>
	137.40 ACRES	DEVELOPABLE ACRES
Current County		
Zoning:	12.15 Acres	C-1
	76.50 Acres	Ag
	60.20 Acres	R-6
Proposed Zoning:	City Planned Unit Development (PUD)	
Total Site Area:	224.56 Acres	

ATTACHMENT #1

Planning and Zoning Commission Meeting December 15, 2021

Preliminary PUD for Mount Dora Groves

Page 3

Residential Units

Allowed: 1,356 (based on requested densities)

Residential Units

Proposed: 1,066

Commercial

Allowed: 259,850 sq ft (based on 17.00 acres at FAR 0.35 or)

Proposed

Commercial: 100,000 sq ft (0.13 FAR Proposed)

Proposed Building

Height (max.): 65 feet Commercial and Multifamily Residential
35 Single Family and Duplex Residential

JPA: Yes, City of Mount Dora and Lake County Joint Planning Agreement

Overlay Zones: Yes, Section 6.14 LDC Residential Design Standards Overlay Zoning District. *Staff Note: This overlay district applies only to single-family or duplex housing.*

ISR: Commercial (C-3) Impervious Surface Ratio: 0.65
Single and Multi-Family Impervious Surface Ratio: 0.65

PROPOSED PRELIMINARY PUD MASTER PLAN:

Commercial: C-3 Uses and Adult Living Facility with Maximum 150 Beds

Uses Not Allowed: Gas Stations and Car Washes

Billboard: Existing off-premises sign structure to be removed.

Proposed Access

Ingress/Egress: Limit/Grandview (1)
South side US Hwy 441 (1 full and 1 restricted)
North side US Hwy 441 (1 full)
Planned Fiddler Drive (Connection)
Planned J.W. Simpson Way

Site Features: Energy Star. Lighting Dark Sky. Signage per LDC.

ATTACHMENT #1

Planning and Zoning Commission Meeting December 15, 2021

Preliminary PUD for Mount Dora Groves

Page 4

Surrounding Property Table:

PARCELS NORTH SIDE OF US HIGHWAY 441

Direction	City/County	FLU	Zoning	Existing Use(s)
North	City	Med Density	R-1A	Loch Leven (Lake)/SFR
South	County*	Regional Office	A/R-6	US 441/Orange Groves
East	City	Res. Low	PUD	MD Country Club/FDOT Pond
West	County	Res. Low	Ag	SFR
West	City	Commercial/ Office/Res Med	PUD PUD	Retail (Publix Center) Retail/SFR

PARCELS SOUTH SIDE OF US HIGHWAY 441

Direction	City/County	FLU	Zoning	Existing Use(s)
North	County*	RL/RM/Comm.	Ag/R-6/C-1	Orange Groves
South	City	Res. Med	PUD/R-2	SFR/Vacant Land
East	City	Res. High	R-3	Apartments/Vacant Land
West	City	Comm./RH/ PLI	C-3/PUD/ PLI	Retail (Sandy Ridge Plaza)/ Lakeside at Water Village/ Future City FS 35/EOC

* *Proposed annexation*

Notifications:

JPA Notice to Lake County: October 5, 2021

Lake County School Courtesy Notice: October 5, 2021

Attachments:

Vicinity Map

Zoning Map

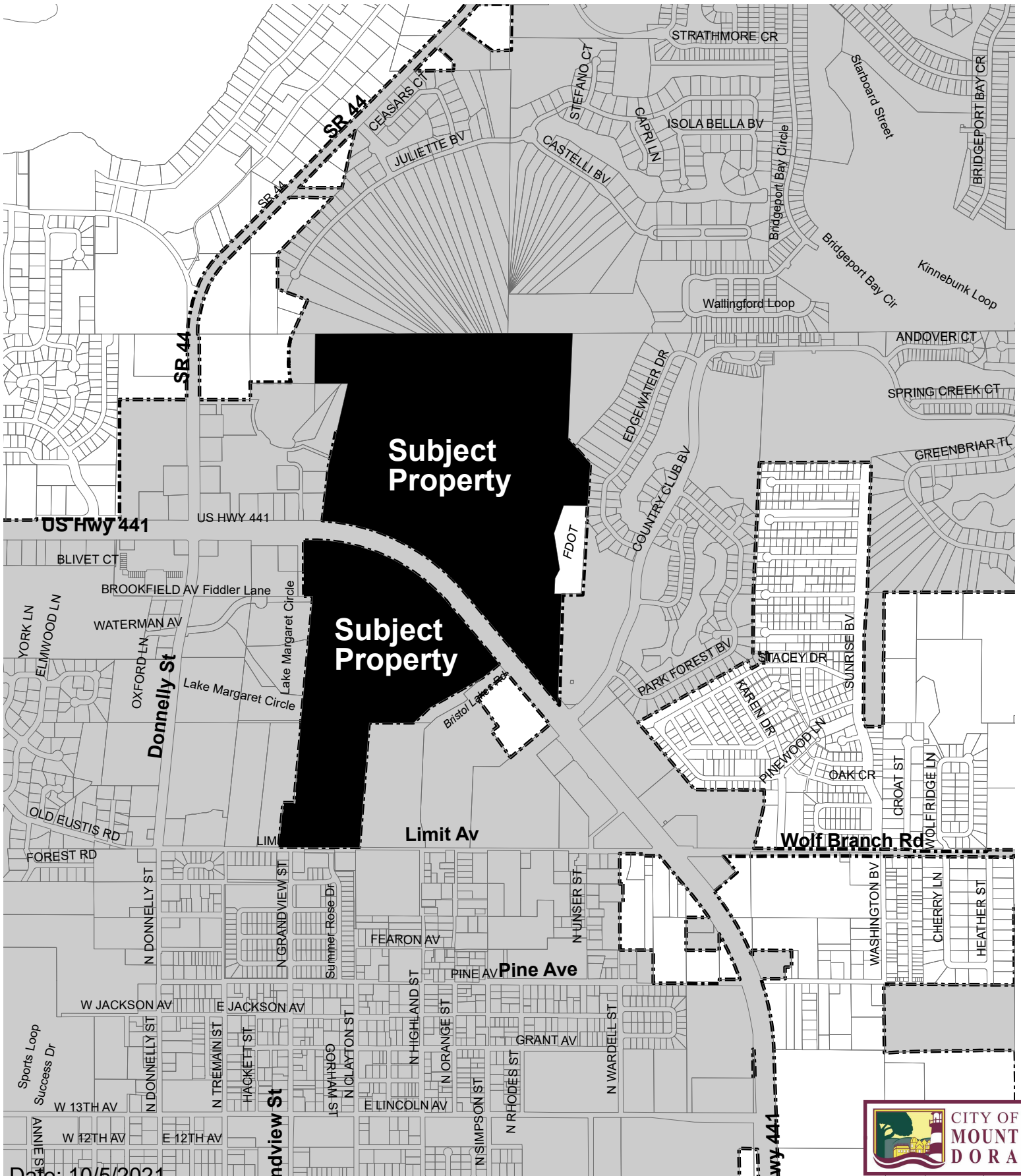
Application

Preliminary PUD Master Plan

Simpson Family Partnership, LTD Mount Dora Groves, Co., Inc Vicinity Map

Legend

-  Subject Property
-  City Limits



Date: 10/5/2021



Legend

Subject Property





**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@cityofmounddora.com**

**PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD)
APPLICATION**

Date: October 4, 2021 Project Name: Mount Dora Groves

1. Applicant's Name: Timothy W. Green
Company's Name: Green Consulting Group, Inc.
Address: 4070 United Ave.
City, State & Zip: Mount Dora, FL 32757
Phone: (352) 357-9241 E-mail: tgreen@greenconsultinggroup.com

2. Property Owner's Name(s): Simpson Family Partnership LTD / Mount Dora Groves Co. Inc.
Company's Name: Simpson Family Partnership LTD / Mount Dora Groves Co. Inc.
Address: 445 Limit Ave.
City, State & Zip: Mount Dora, FL 32757
Phone: c/o (352) 357-9241 E-mail: c/o tgreen@greenconsultinggroup.com

3. Engineer's Name: Chuck Hiott PE
Company's Name: HALFF
Address: 902 N Sinclair Ave.
City, State & Zip: Tavares, FL 32778
Phone: (352) 343-8481 E-mail: chiott@halff.com

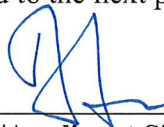
4. Landscape Architect: Timothy W. Green, ASLA , AICP, LEED AP
Company's Name: Green Consulting Group, Inc.
Address: 4070 United Ave.
City, State & Zip: Mount Dora, FL 32757
Phone: (352) 357-9241 E-mail: tgreen@greenconsultinggroup.com

ATTACHMENT #1

5. The property generally located and list adjacent streets: North and South of US 441, North of Limit Ave., West of Donnelly St.
6. Size of property in Acres: 142.64 Square Feet: 6,213,398
7. Zoning District: A, R-6, C-1 Future Land Use Category: Regional Office / Commercial / Low/Medium Density Residential
8. Number of Structures and/or units to be built: TBD up to 1,144 dwellings
9. Is the proposed use(s) permissible in requested district? Yes
10. Provide description of the proposed use: Mixed use development
11. Provide phase breakdown and description of phases: See Preliminary PUD Master Plan
12. State the reason for this request (attach written summary if additional space is needed):
To develop the site in the City of Mount Dora consistent with the Future Land Use designation. See attached.
13. Has an application been filed within the last 12 months (describe, if yes)? No

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. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.



Owner/Applicant Signature

10/4/21

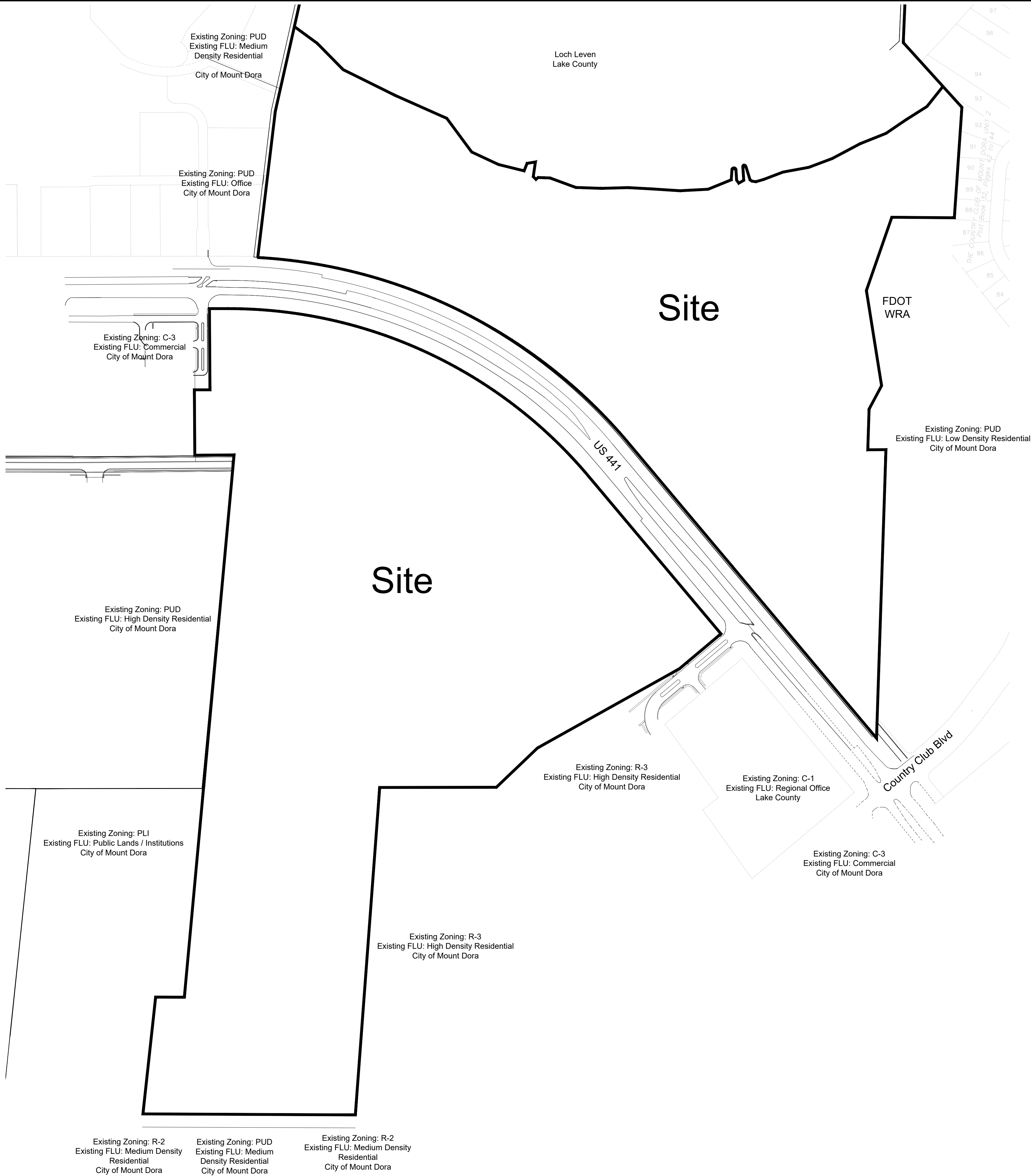
Date

Mount Dora Groves PUD

Planned Unit Development District:

The Mount Dora Groves PUD will be developed to establish:

- A planned residential community that contains a variety of residential housing opportunities with various sizes of Single-Family lots and homes as well as Multifamily areas. The PUD provides for a diversity of building arrangements, with complementary and compatible commercial uses; a 17 acre planned commercial center; to be developed in accordance with the approved final master plan.
- A diversification of uses, structures and open spaces in a manner compatible with existing and permitted land uses on abutting properties.
- Reduced improvement costs through a more efficient use of land and a smaller network of utilities and streets than is possible through the application of other zoning districts.
- That development will occur according to the limitations of use, design, density, coverage and phasing stipulated on an approved final master plan.
- Preserve the Loch Leven lakefront by limiting public access to the lakefront home owners and creating functional open areas within the various development areas.
- Standards for the development that encourages an increase in the amount of usable open space areas through a master planned stormwater system allowing for a more economical and concentrated use of building areas than would be possible through conventional block by block subdivision practices.
- A plan to provide the maximum opportunity for the application of innovative concepts of site planning to create an aesthetically pleasing living, shopping and working environments on properties of adequate size, shape and location.



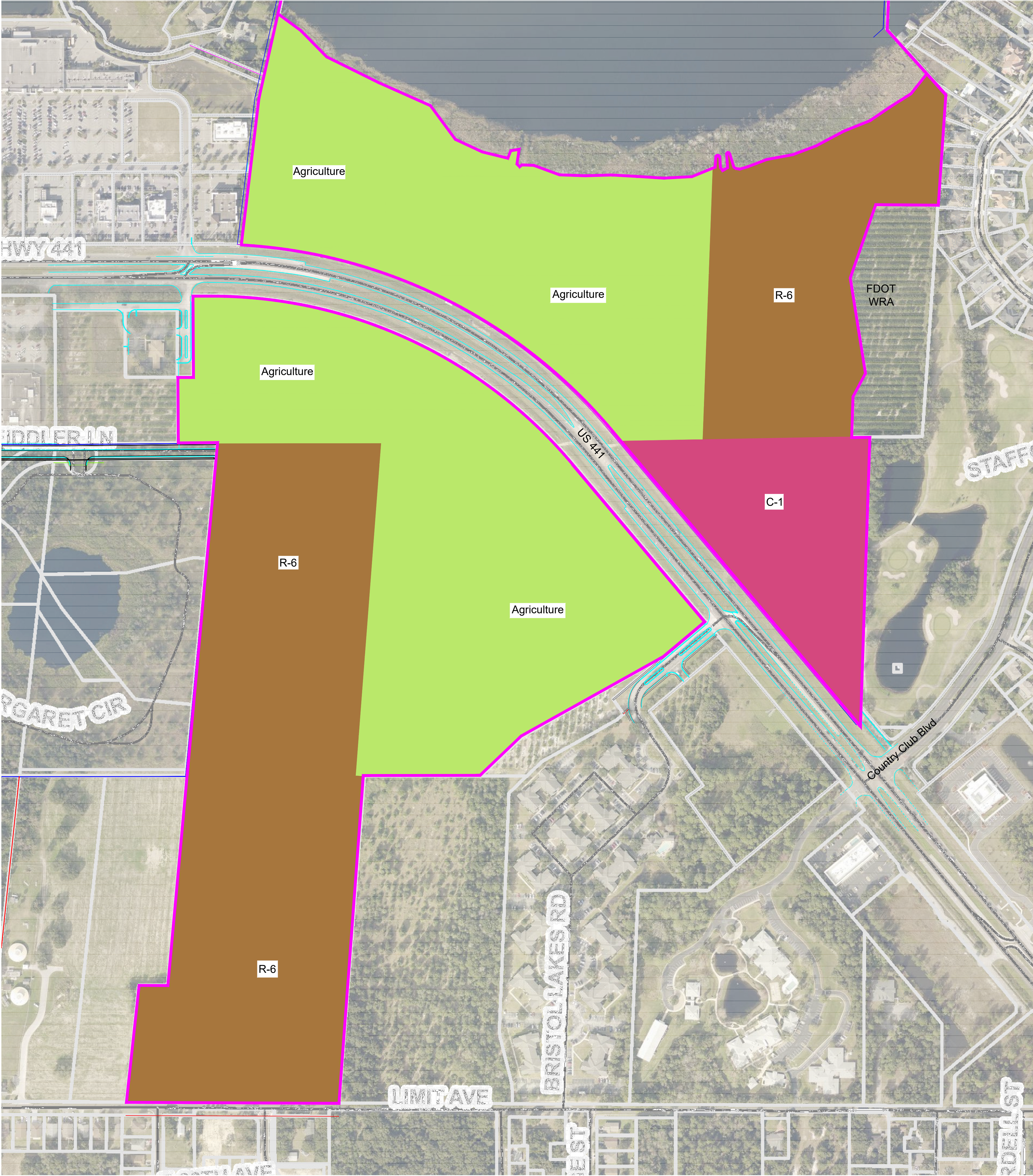
Location/Surrounding Land Use/Zoning map



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

Drawing Number: 1564-06
Originated From: 1564-05
Date: October 4, 2021
Scale: 1" = 200'
Drawn By: PAH
Layout: 24"x36"

Mount Dora Groves
Mount Dora, Florida



ZONING SCHEDULE

SYMBOL	NOTES	ACRES
	Agriculture	72.89
	R-6	57.48
	C-1	12.27

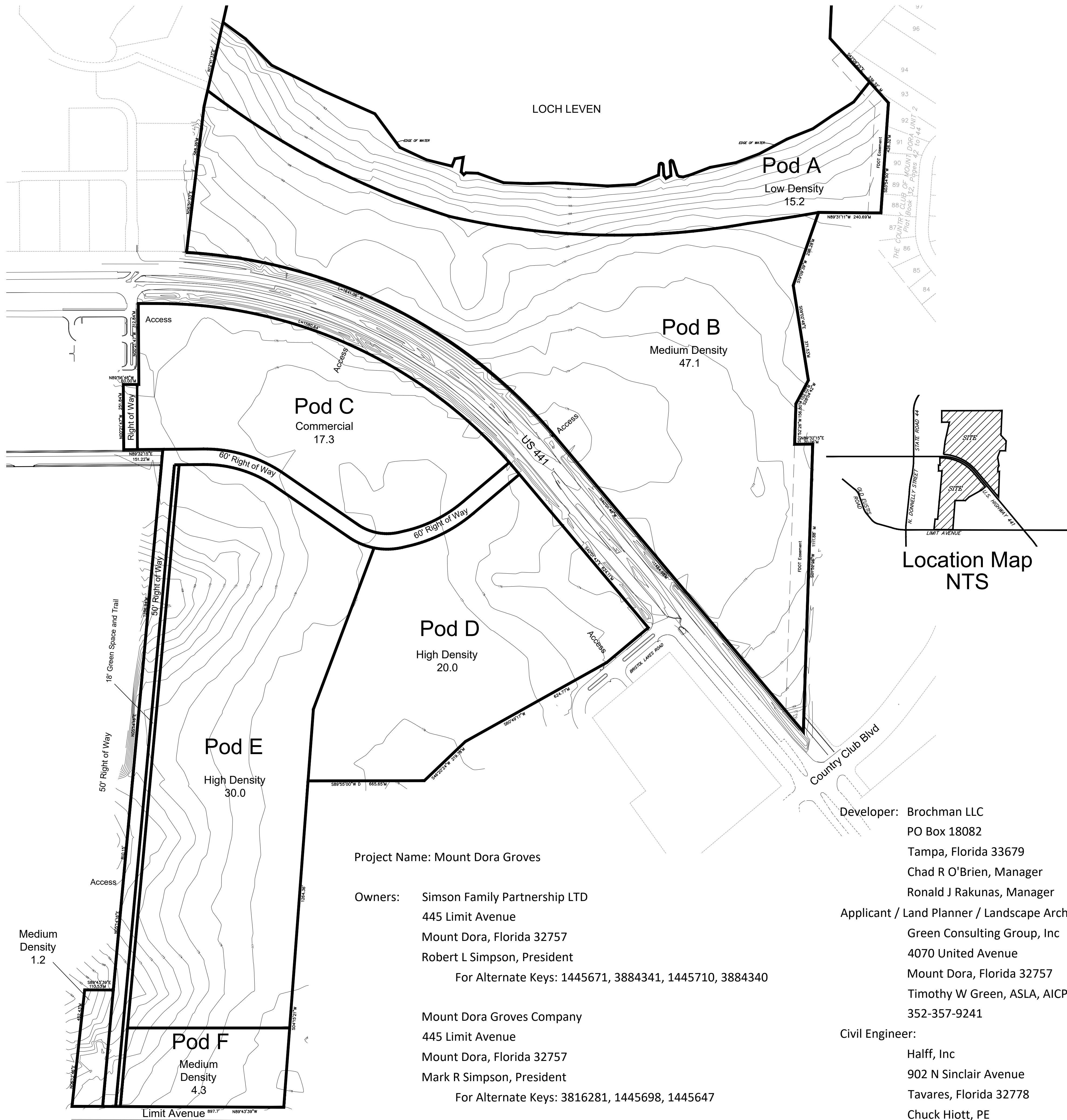
Existing Zoning Map

Mount Dora Groves
Mount Dora, Florida



Green Consulting Group, Inc.
Landscape Architecture ■ Land Planning ■ Development Assistance
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Originated From: 1564-05
Date: October 4, 2021
Scale: 1" = 200'
Drawn By: PAH
Layout: 24"x36"



LEGAL DESCRIPTION
Note: Includes lake.

PARCEL 1:

FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 25 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVE, EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 330 FEET FOR THE POINT OF BEGINNING, RUN NORTH 06°00'00" EAST 1295 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, EAST ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, CONTINUE EAST 35 FEET, SOUTH TO THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVE, WEST ALONG SAID NORTH LINE OF LIMIT STREET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 06°13'21" EAST ALONG THE WEST LINE OF SECTION 20 A DISTANCE OF 25.14 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE, SAID NORTHERLY RIGHT OF WAY LINE LYING 25 FEET NORTH OF WHEN MEASURED PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, THENCE SOUTH 89°43'31" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 330 FEET TO THE SOUTHEAST CORNER OF THAT LAND IN ORB 1283 PG 2053 AND THE POINT OF BEGINNING, RUN NORTH 06°12'45" EAST 1261.96 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, NORTH 89°55'08" EAST ALONG SAID NORTH LINE 313.09 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SOUTH 05°14'23" WEST ALONG THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 810.16 FEET TO A POINT THAT IS 475 FEET NORTHERLY OF, WHEN MEASURED PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, THENCE NORTH 89°43'36" WEST PARALLEL WITH AND 475 FEET NORTH OF, WHEN MEASURED PERPENDICULAR TO, THE SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 110.55 FEET TO A POINT THAT IS 215 FEET EASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE EAST LINE OF SAID LAND IN ORB 1283 PG 2053, SOUTH 06°12'45" WEST 468.05 FEET, SOUTH 35°45'51" EAST 70.33 FEET, SOUTH 49°59'25" WEST 37.12 FEET, THE SAID EAST LINE OF LAND IN ORB 1283 PG 2053 A DISTANCE OF 452.43 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID LIMIT AVENUE, THENCE NORTH 89°43'46" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE A DISTANCE OF 216.16 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

TRACTS L AND N, SUNSET HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 34, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3:

FROM SW CORNER OF SE 1/4 OF SECTION 20 TOWNSHIP 19 RANGE 27 EAST RUN NORTH 89°43'35" WEST 178.61 FEET, NORTH 02°18'40" EAST 850 FEET, SOUTH 89°43'35" EAST 268.99 FEET, NORTH 49°59'25" EAST 142.41 FEET, NORTH 35°45'51" WEST 328.42 FEET, NORTH 54°14'09" EAST 78.70 FEET, NORTH 35°45'51" WEST 352.84 FEET, NORTH 49°59'25" EAST 387.11 FEET TO SOUTHWESTERLY R/W LINE OF US HWY 441, NORTH 40°01'05" WEST ALONG SAID HWY 125 FEET FOR POINT OF BEGINNING, RUN SOUTH 49°59'25" WEST 468.05 FEET, SOUTH 35°45'51" EAST 70.33 FEET, SOUTH 49°59'25" WEST 37.12 FEET, SOUTH 89°46'54" WEST 328.61 FEET, SOUTH 46°20'30" WEST 72.53 FEET TO NORTH LINE OF SE 1/4 OF SW 1/4, SOUTH 89°55'08" WEST TO SW CORNER OF NE 1/4 OF SW 1/4, NORTH ALONG SAID WEST LINE TO NW CORNER OF NE 1/4 OF SW 1/4, EAST ALONG SAID NORTH LINE TO A POINT SOUTHWESTERLY R/W LINE OF US HWY 441, SOUTHEASTERLY ALONG SAID SOUTHWESTERLY R/W LINE OF US HWY 441 TO POINT OF BEGINNING.

LESS AND EXCEPT:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 89°43'39" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 1524.83 FEET TO A POINT ON A LINE PARALLEL WITH AND 35 FEET EASTERLY OF THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, NORTH 04°15'18" EAST ALONG SAID PARALLEL LINE 1289.43 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, NORTH 89°55'08" EAST ALONG SAID NORTH LINE 448.95 FEET FOR THE POINT OF BEGINNING, THENCE NORTH 46°20'30" EAST 219.78 FEET, NORTH 60°48'54" EAST 624.77 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED IN ORB 1808 PG 1609, THENCE RUN SOUTH 49°59'27" WEST 256.45 FEET, SOUTH 35°45'51" EAST 70.33 FEET, SOUTH 49°59'25" WEST 37.12 FEET, SOUTH 60°48'54" WEST 328.61 FEET, SOUTH 46°20'30" WEST 72.56 FEET, SOUTH 89°55'00" WEST 181.34 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

SE 1/4 OF NW 1/4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LYING SOUTHWESTERLY OF US HWY 441.

PARCEL 5:

W 1/2 OF NW 1/4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LYING SOUTH OF HWY 441; LESS BEG AT W 1/4 CORNER RUN NORTH 02°55'30" WEST ALONG WEST 1/2 OF NW 1/4 567.89 FEET TO SOUTH R/W OF US HWY 441, RUN NORTH 87°22'20" EAST ALONG SAID SOUTH R/W LINE 530 FT, THENCE DEPARTING SAID SOUTH R/W LINE RUN SOUTH 02°55'30" EAST 312.84 FEET, SOUTH 87°22'20" WEST 60 FEET, SOUTH 02°55'30" EAST 255.8 FEET, SOUTH 87°27'30" WEST 470 FEET TO POINT OF BEGINNING.

PARCEL 6:

NE 1/4 OF SW 1/4 AND W 1/2 OF NW 1/4 OF SE 1/4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LYING NORTHEASTERLY OF US HWY 441.

PARCEL 7:

FROM THE INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, AND THE NORTHERLY RIGHT OF WAY LINE OF US HIGHWAY 441, RUN EASTERLY ALONG THE NORTHERLY RIGHT OF WAY 87 FEET FOR THE POINT OF BEGINNING, RUN NORTH 06°29'00" EAST 568.50 FEET, NORTH 12°19'00" EAST 960 FEET, WEST PARALLEL WITH THE NORTH LINE OF SECTION 20 TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 20, RUN NORTH ALONG SAID WEST LINE 496 FEET TO THE NORTH LINE OF SAID SECTION 20, EASTERLY ALONG THE NORTH LINE TO A POINT ON THE EAST LINE OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, THENCE RUN SOUTHERLY ALONG SAID EAST LINE OF WEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20 TO THE POINT WHERE SAID EAST LINE INTERSECTS WITH THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 93 OF THE COUNTRY CLUB OF MOUNT DORA UNIT II PB 32 PG 42, THENCE SOUTH 42°36'45" EAST ALONG THE WESTERLY EXTENSION OF AND THE SOUTHERLY LINE OF SAID LOT 93 A DISTANCE OF 336.37 FEET, THENCE SOUTH 03°21'00" WEST 1319.06 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 20, THENCE RUN WESTERLY ALONG SAID SOUTH LINE 202 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, RUN SOUTHERLY ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 TO THE NORTHEASTERLY RIGHT OF WAY LINE OF HIGHWAY 441, RUN NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

FROM THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 89°43'49" WEST ALONG THE SOUTH LINE OF SECTION 20 A DISTANCE OF 826 FEET TO THE INTERSECTION WITH THE CENTERLINE OF STATE ROAD 500, NORTH 40°01'41" WEST ALONG THE CENTERLINE 1750.67 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20, NORTH 01°52'24" EAST ALONG SAID WEST LINE 149.73 FEET TO A POINT ON THE EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD 500, CONTINUE NORTH 01°52'24" EAST ALONG SAID WEST LINE OF EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 1111.92 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 FOR THE POINT OF BEGINNING, RUN SOUTH 89°32'16" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 70.06 FEET, NORTH 01°52'24" EAST 156.80 FEET, NORTH 28°04'40" EAST 102.02 FEET, NORTH 09°02'50" WEST 371.53 FEET, NORTH 19°09'37" EAST 288.28 FEET, SOUTH 89°31'13" EAST 240.63 FEET TO A POINT ON THE WEST LINE OF THE COUNTRY CLUB OF MOUNT DORA UNIT 2 PB 32 PG 42, THENCE SOUTH 03°54'31" WEST ALONG SAID WEST LINE OF THE COUNTRY CLUB OF MOUNT DORA UNIT 2 A DISTANCE OF 145.67 FEET, SOUTH 03°54'31" WEST 747.59 FEET TO A POINT ON THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, THENCE SOUTH 89°32'16" WEST ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 202.31 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACTS OF LAND LIE IN LAKE COUNTY, FLORIDA AND CONTAIN 224.56 ACRES MORE OR LESS.

Developer: Brochman LLC
PO Box 18082
Tampa, Florida 33679
Chad R O'Brien, Manager
Ronald J Rakunas, Manager
Applicant / Land Planner / Landscape Architect:
Green Consulting Group, Inc
4070 United Avenue
Mount Dora, Florida 32757
Timothy W Green, ASLA, AICP, LEED AP President
352-357-9241
Civil Engineer:
Halff, Inc
902 N Sinclair Avenue
Tavares, Florida 32778
Chuck Hiott, PE
352-343-8481

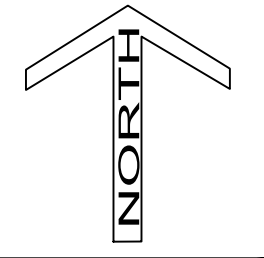
Transportation:
Traffic & Mobility Consultants
3101 Maguire Boulevard, Suite 265
Orlando, Florida 32803
Mohammed Abdallah, PE, PTOE
407-531-5332
Survey:
Allen & Company
18 East Plant Street
Winter Garden, Florida 34787
James L Rickman PSM
407-554-5355

Project Name: Mount Dora Groves
Owners: Simson Family Partnership LTD
445 Limit Avenue
Mount Dora, Florida 32757
Robert L Simpson, President
For Alternate Keys: 1445671, 3884341, 1445710, 3884340
Mount Dora Groves Company
445 Limit Avenue
Mount Dora, Florida 32757
Mark R Simpson, President
For Alternate Keys: 3816281, 1445698, 1445647

Preliminary PUD Master Plan

Mount Dora Groves

Mount Dora, Florida



Drawing Number: 1564-17
Originated From: 1564-16
Date: December 3, 2021
Scale: 1" = 200'
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

Mount Dora Groves Mixed Use Community Preliminary Planned Unit Development

Site Datum

Gross Acres	224.56
Less Water	142.64

Existing Lake County Future Land Uses:

- Low Density Residential
- Urban Medium Density Residential
- Regional Commercial
- Regional Office

Proposed Development Program	Net Acres	Proposed Units	Density
POD A: Low Density Residential			
- Lake Front Neighborhood	15.2	38	2.5 du/ac
POD B: Medium Density Residential			
- Northern Neighborhood	47.1	282	6 du/ac
POD C: Commercial			
- Commercial Program	17.3	100,000	0.35 FAR
POD D: High Density Residential			
- Apartment Community	20.0	360	18 du/ac
POD E: High Density Residential			
- Southern Build To Rent Community	30	360	12 du/ac
POD F: Medium Density Residential			
- Southern Neighborhood	4.7	26	6 du/ac
Project Development Intensity			
Total Dwelling Units Proposed	1066		
Residential Density	9.03 DU/AC		
Commercial	0.13 FAR		
Current entitled Trip Generation	112,674 Daily		
Proposed Trip Generation	12,713 Daily		
Net Trip Generation	-99,961 Daily		

POD A: Lake Front Neighborhood Development Standards (North of 441)

Building Height:	35'
Minimum Lot Size:	7,700 SF
Minimum Lot Width:	70'
Minimum Lot Depth:	110'
Minimum Street Frontage:	20'
Minimum Living Area	1,500 SF
Building Setbacks:	
Front:	15' to Structure
Garage	20' to Garage
Side:	5'
Lake:	50' from wetland
Lake: Pool/Enclosure	25' from wetland
Rear	10'
Street Side:	15'
Parking:	2 Spaces / DU

POD A: Interior Lots - Lake Front Neighborhood Development Standards (North of 441)

Building Height:	35'
Minimum Lot Size:	5,500 SF
Minimum Lot Width:	50'
Minimum Lot Depth:	110'
Minimum Street Frontage:	20'
Minimum Living Area	1,000 SF
Building Setbacks:	
Front:	15' to Structure
Garage	20' to Garage
Side:	5'
Rear	10'
Street Side:	15'
Parking:	2 Spaces / DU

POD B: Northern Neighborhood Development Standards (North of 441)

Building Height:	35'
Minimum Lot Size:	4,400 SF
Minimum Lot Width:	40' SF
Minimum Lot Depth:	110'
Minimum Street Frontage:	20'
Minimum Living Area:	1,000 SF
Building Setbacks:	
Front:	15' to Structure
Garage:	Front: 20' to Garage
Side:	5'
Rear:	10'
Street Side:	15'
Parking:	2 Spaces / DU

POD B: Northern Neighborhood Development Standards (Townhomes)

Building Height	35'
Minimum Lot Size	1,440 SF
Minimum Lot Width	18'
Minimum Lot Depth:	80'
Minimum Living Area	1,000 SF
Building Setbacks:	
Front:	15' to Structure
Garage Front:	20' to Garage
Side:	5'
Rear:	10'
Street Side:	15'
Parking:	2 Spaces / DU

*POD C: Commercial Development Standards

Building Height	65'
Minimum Lot Size:	0
Minimum Street Frontage:	0
Minimum Setbacks:	
Front:	0'
Side:	0'
Rear:	0'
From any street:	0'
Parking	1 Space / 200 SF

Commercial Parcel Can be developed in multiple phases

Commercial Design Standards to be determined at Final PUD

*No minimum standards are set provided that building and fire code can be met and necessary service areas can be provided.

POD D - Apartment Community Development Standards

Building Height:	65'
*Required Parking:	1.5 PS / 1 BR, 1.75 PS / 2 BR, 2 PS / 3 BR
Minimum Living Area:	600 SF
Building Setbacks: Front / Side / Rear:	
1 story:	10'
2 story and 3 story	15'
4 story and 5 story:	20'
Minimum Building Separation:	10'
*Includes Guest Parking	

POD E & F: Southern Neighborhood Development Standards SF Detached

Building Height	35'
Minimum Lot Size	4,400 SF
Minimum Lot Width	40'
Minimum Lot Depth:	110'
Minimum Street Frontage:	20'
Minimum Living Area	1,000 SF
Building Setbacks:	
Front:	15' to Structure
Garage:	Front: 20' to Garage
Side:	5'
Rear:	10'
Street Side:	15'
Parking:	2 Spaces / DU

POD E & F: Southern Neighborhood Development Standards Attached (Townhome

Building Height	35'
Minimum Lot Size	1,440 SF
Minimum Lot Width	18'
Minimum Lot Depth:	80'
Minimum Living Area	1,000 SF
Building Setbacks:	
Front:	15' to Structure
Garage Front:	20' to Garage
Side:	5'
Rear:	10'
Street Side:	15'
Parking:	2 Spaces / DU

POD E & F: Southern Community Build To Rent (BTR) Development Standards

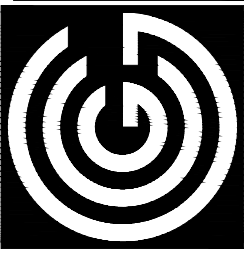
Building Height	35'
Minimum Living Area	
Single family detached	1,000 SF
Single family attached	700 SF
Townhome	1,000 SF
Attached and Detached homes	No Individual lot lines will be established.
Minimum Lot Size:	NA
Minimum Lot Depth:	NA
Minimum street frontage:	NA
Minimum Building Separations:	Between Building Separation: 10'
*Required Parking:	1.5 PS / 1 BR, 1.75 PS / 2BR, 2 PS / 3BR

*Includes Guest Parking

Garages are optional and if built they can be detached from the dwelling.

Single Parcel Plat

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



Drawing Number: 1564-17
Originated From: 1564-16
Date: December 3, 2021
Scale: N.T.S.
Drawn By: PAH
Layout: 24"x36"

Preliminary PUD Master Plan

Mount Dora Groves
Mount Dora, Florida

Permitted Uses

POD A: Lake Front Neighborhood

Single-family homes and customary accessory uses (garages required).
Public parks and public recreation facilities.
Private parks and private recreation facilities.
Private docks.
Northern Neighborhood access to waterfront
Gated Community

POD B: Northern Neighborhood

Duplexes and customary accessory uses (garages required).
Single-family homes and customary accessory uses (garages required).
Townhomes (garages required).
Public parks and public recreation facilities.
Private parks and private recreation facilities.
Gated Community

POD C: Commercial Development

All C-3 Permitted as well as:
Adult Living Facility - up to 150 beds
Public and Semipublic Uses
C-3 uses **not** allowed:
Gas Station
Car washes

POD D: Apartment Community

Multifamily dwellings and customary accessory uses.
Private park and recreation facilities for multiple-family development only.
Amenity Center
Gated Community

POD E & F: Southern Neighborhood/Community

Platted Subdivision and/or Single Parcel Plat
Detached Single-family homes
Attached homes: Duplexes and Townhomes
Customary accessory uses
Amenity Center
Private parks and private recreation facilities.
Gated Community

Phasing

Phase 1	Mass Grading Master Infrastructure Master Stormwater Grandview Street Pedestrian / Trail
Phase 2	POD A: Lake Front Neighborhood
Phase 3	POD B: Northern Neighborhood
Phase 4	POD C: Commercial*
Phase 5	POD D: Apartment Community
Phase 6	POD E: Southern Build To Rent Community
Phase 7	POD F: Southern Neighborhood

* Commercial parcel can be developed in multiple phases.

Phasing may alter in the future as long as all necessary infrastructure is in place to allow the Phase to be a stand-alone development.

Open Space

Open Spaces and recreation Improvements will be provided on the Final Master Plan on an overall Project basis for 20% for residential uses. Individual developments do not need to meet open space standards as long as the overall project meets PUD standards.

Grandview Street Pedestrian / Trail

Width: 18' tract with 10' Green Space and 8' Trail
Canopy Trees: 2 per 100 feet of boundary
Understory: 3 per 100 feet of boundary

Buffering

POD A & B: Lake Front Neighborhood & Northern Neighborhood

West:
Width: 10 feet
Canopy Trees: 2 per 100 feet of boundary
Understory: 3 per 100 feet of boundary
Continuous Hedge or 6' decorative fence
East:
No buffer adjacent to FDOT 70' Easement
No buffer adjacent to FDOT Pond
6' decorative fence

South - US Highway 441:
Width: 10 feet
Canopy Trees: 2 per 100 feet of boundary
Understory Trees: 3 per 100 feet of boundary
Continuous Hedge
441 Frontage Elements and Entry Monument
to be determined at Final PUD

POD C: Commercial Development

North, South, East and West:
Width: 10 feet
Canopy Trees: 2 per 100 feet of boundary
Understory Trees: 3 per 100 feet of boundary
Continuous Hedge
441 Frontage Elements and Entry Monument
to be determined at Final PUD

POD D: Apartment Community

Southeast:
Width: 10 feet
Canopy Trees: 2 per 100 feet of boundary
Understory Trees: 3 per 100 feet of boundary
Continuous Hedge or 6' decorative fence
South:
Width: 10 feet
Canopy Trees: 2 per 100 feet of boundary
Understory Trees: 3 per 100 feet of boundary
Continuous Hedge or 6' decorative fence
West:
Width: 10 feet
Canopy Trees: 2 per 100 feet of boundary
Continuous Hedge or 6' decorative fence
Northwest:
Width: 10 feet
Canopy Trees: 2 per 100 feet of boundary
Continuous Hedge or 6' decorative fence

Buffering (continued)

US 441:
Width: 10 feet
Canopy Trees: 2 per 100 feet of boundary
Understory Trees: 3 per 100 feet of boundary
Continuous Hedge
441 Frontage Elements and Entry Monument
to be determined at Final PUD

POD E & F: Southern Neighborhood

West Adjacent to Pedestrian / Trail:
Width: 0 feet
6' decorative fence
East:
Width: 10 feet adjacent to Residential
Canopy Trees: 2 per 100 feet of boundary
Continuous Hedge or 6' decorative fence
South:
Width: 10 feet adjacent to Residential
Canopy Trees: 2 per 100 feet of boundary
Continuous Hedge or 6' decorative fence
Limit Avenue:
Width: 10 feet
Canopy Trees: 2 per 100 feet of boundary
Understory: 3 per 100 feet of boundary
Continuous Hedge or 6' decorative fence

Notes

- Storm water management may be shared between development areas.
- Off-site street improvements may be provided based upon the Traffic Impact Analysis.
- Developer shall provide on-site water, sewer and fire services.
- Developer shall provide on site storm water management per St. Johns River Water Management District standards.
- All outdoor lighting will be Dark-Sky Association listed.
- All homes will be designed with Energy Star standards
- Signs per Section 6.7 of the City LDC. To be determined at Final PUD
- 441 frontage elements and entry monumentation to be determined at Final PUD
- Project will evaluate if cross access is legally permissible from Publix Shopping center to the median opening at 441.
- Project will evaluate if cross access is legally permissible from the West to allow for a golf cart accessible trail from the Country Club of Mount Dora to the Publix shopping center.
- Project will evaluate traffic control measures and aesthetic enhancements at the intersection of Limit Avenue and Grandview Street with Lake County Public Works and City of Mount Dora.
- Ownership of storm water management facilities shall be determined at Final PUD.
- Open space to be owned and maintained by the POA.
- Tree survey/mitigation plan to be provided at Final PUD.
- Types of residential units, densities, and land uses may be mixed within the PUD so long as the overall gross density conforms to the Comprehensive Plan.
- All existing billboards will be removed.
- All site development and review procedures shall follow the city's minimum standards and procedures unless otherwise contained in the preliminary PUD.

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Drawing Number: 1564-17
Originated From: 1564-16
Date: December 3, 2021
Scale: NTS
Drawn By: PAH
Layout: 24"x36"

PARCEL 1:

FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 25 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVE, EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 330 FEET FOR THE POINT OF BEGINNING, RUN NORTH 06°00'00" EAST 1285 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, EAST ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, CONTINUE EAST 35 FEET, SOUTH TO THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVE, WEST ALONG SAID NORTH LINE OF LIMIT STREET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 06°13'21" EAST ALONG THE WEST LINE OF SECTION 20 A DISTANCE OF 25.14 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE, SAID NORTHERLY RIGHT OF WAY LINE LYING 25 FEET NORTH OF WHEN MEASURED PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, THENCE SOUTH 89°43'31" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 330 FEET TO THE SOUTHEAST CORNER OF THAT LAND IN ORB 1283 PG 2053 AND THE POINT OF BEGINNING, RUN NORTH 06°12'45" EAST 1261.96 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, NORTH 89°55'08" EAST ALONG SAID NORTH LINE 313.09 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SOUTH 05°14'23" WEST ALONG THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 810.16 FEET TO A POINT THAT IS 475 FEET NORTHERLY OF, WHEN MEASURED PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, THENCE NORTH 89°43'36" WEST PARALLEL WITH AND 475 FEET NORTH OF, WHEN MEASURED PERPENDICULAR TO, THE SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 110.55 FEET TO A POINT THAT IS 215 FEET EASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE SAID EAST LINE OF SAID LAND IN ORB 1283 PG 2053, SOUTH 06°12'45" WEST PARALLEL WITH AND 215 FEET EASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE SAID EAST LINE OF LAND IN ORB 1283 PG 2053 A DISTANCE OF 452.43 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID LIMIT AVENUE, THENCE NORTH 89°43'46" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE A DISTANCE OF 216.16 FEET TO THE POINT OF BEGINNING.

PARCEL2:

TRACTS L AND N, SUNSET HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 34, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3:

FROM SW CORNER OF SE 1/4 OF SECTION 20 TOWNSHIP 19 RANGE 27 EAST RUN NORTH 89°43'35" WEST 178.61 FEET, NORTH 02°18'40" EAST 850 FEET, SOUTH 89°43'35" EAST 268.59 FEET, NORTH 49°59'25" EAST 142.41 FEET, NORTH 35°45'51" WEST 328.42 FEET, NORTH 54°14'09" EAST 78.70 FEET, NORTH 35°45'51" WEST 352.84 FEET, NORTH 49°59'25" EAST 387.11 FEET TO SOUTHWESTERLY R/W LINE OF US HWY 441, NORTH 40°01'00" WEST ALONG SAID HWY 125 FEET FOR POINT OF BEGINNING, RUN SOUTH 49°59'25" WEST 466.05 FEET, SOUTH 35°45'51" EAST 70.33 FEET, SOUTH 49°59'25" WEST 37.12 FEET, SOUTH 60°48'54" WEST 328.61 FEET, SOUTH 46°20'30" WEST 72.53 FEET TO NORTH LINE OF SE 1/4 OF SW 1/4, SOUTH 89°55'0" WEST TO SW CORNER OF NE 1/4 OF SW 1/4, NORTH ALONG SAID WEST LINE TO NW CORNER OF NE 1/4 OF SW 1/4, EAST ALONG SAID NORTH LINE TO A POINT SOUTHWESTERLY R/W LINE OF US HWY 441, SOUTHEASTERLY ALONG SAID SOUTHWESTERLY R/W LINE OF US HWY 441 TO POINT OF BEGINNING.

LESS AND EXCEPT:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 89°43'39" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 1294.62 FEET TO A POINT ON A LINE PARALLEL WITH AND 35 FEET EASTERLY OF THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, NORTH 04°15'18" EAST ALONG SAID PARALLEL LINE 1289.43 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, NORTH 89°55'08" EAST ALONG SAID NORTH LINE 448.95 FEET FOR THE POINT OF BEGINNING, THENCE NORTH 46°20'30" EAST 219.78 FEET, NORTH 60°48'54" EAST 624.77 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED IN ORB 1808 PG 1609, THENCE RUN SOUTH 49°59'27" WEST 256.45 FEET, SOUTH 35°45'51" EAST 70.33 FEET, SOUTH 49°59'25" WEST 37.12 FEET, SOUTH 60°48'54" WEST 328.61 FEET, SOUTH 46°20'30" WEST 72.56 FEET, SOUTH 89°55'00" WEST 181.34 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

SE 1/4 OF NW 1/4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LYING SOUTHWESTERLY OF US HWY 441.

PARCEL 5:

W 1/2 OF NW 1/4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LYING SOUTH OF HWY 441; LESS BEG AT W 1/4 CORNER RUN NORTH 02°55'30" WEST ALONG WEST LINE OF NW 1/4 567.89 FEET TO SOUTH R/W OF US HWY 441, RUN NORTH 87°22'0" EAST ALONG SAID SOUTH R/W LINE 530 FT, THENCE DEPARTING SAID SOUTH R/W LINE RUN SOUTH 02°55'30" EAST 312.84 FEET, SOUTH 87°22'0" WEST 60 FEET, SOUTH 02°55'30" EAST 255.8 FEET, SOUTH 87°27'30" WEST 470 FEET TO POINT OF BEGINNING.

PARCEL 6:

NE 1/4 OF SW 1/4 AND W 1/2 OF NW 1/4 OF SE 1/4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LYING NORTHEASTERLY OF US HWY 441.

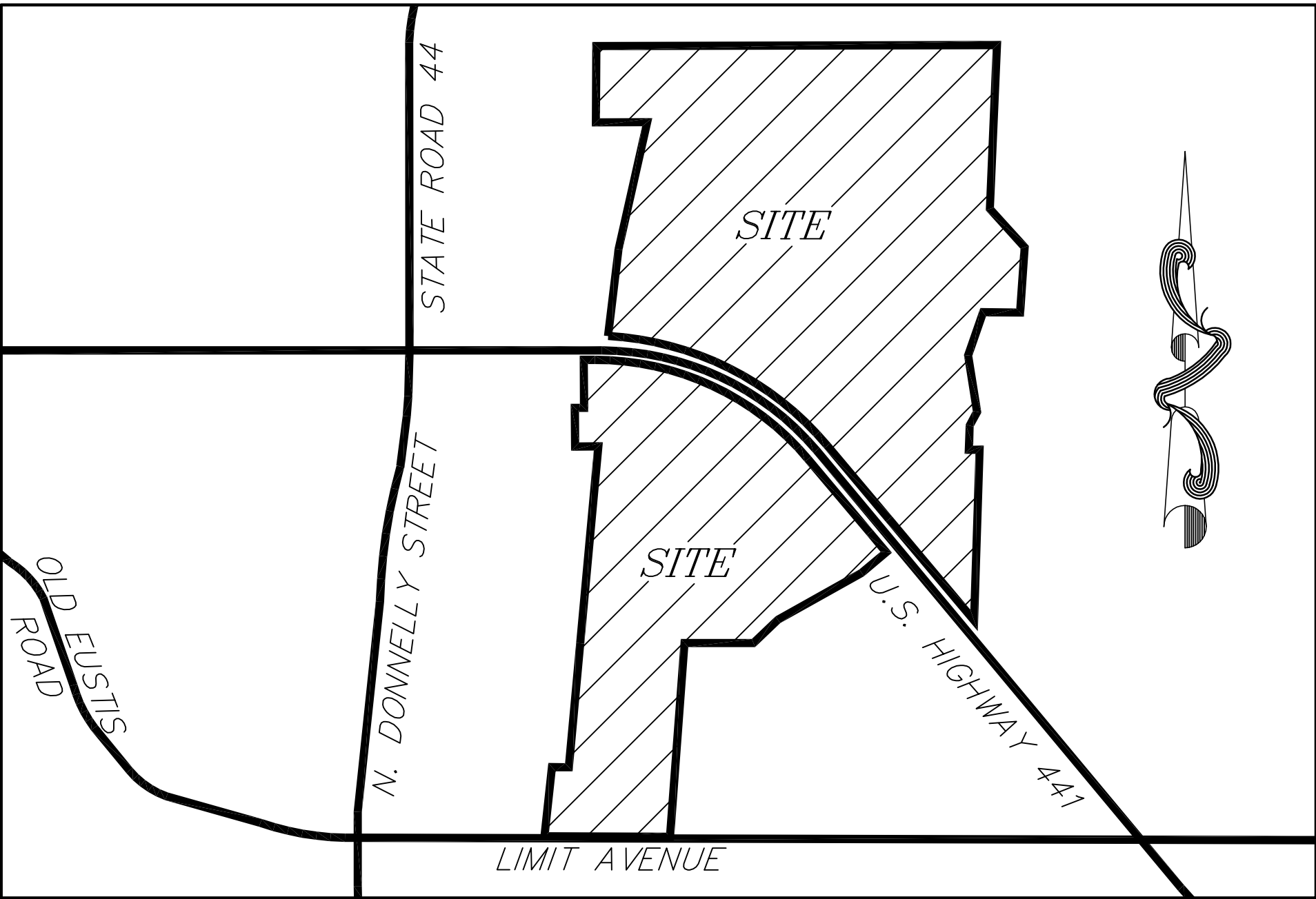
PARCEL 7:

FROM THE INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, AND THE NORTHERLY RIGHT OF WAY LINE OF US HIGHWAY 441, RUN EASTERLY ALONG THE NORTHERLY RIGHT OF WAY 87 FEET FOR THE POINT OF BEGINNING, RUN NORTH 06°29'00" EAST 568.50 FEET, NORTH 12°19'00" EAST 860 FEET, WEST PARALLEL WITH THE NORTH LINE OF SECTION 20 TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20, RUN NORTH ALONG SAID WEST LINE 495 FEET TO THE NORTH LINE OF SAID SECTION 20, EASTERLY ALONG THE NORTH LINE TO A POINT ON THE EAST LINE OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20, THENCE RUN SOUTHERLY ALONG SAID EAST LINE OF WEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20 TO THE POINT WHERE SAID EAST LINE INTERSECTS WITH THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 93 OF THE COUNTRY CLUB OF MOUNT DORA UNIT II PB 32 PG 42, THENCE SOUTH 42°36'45" EAST ALONG THE WESTERLY EXTENSION OF AND THE SOUTHERLY LINE OF SAID LOT 93 A DISTANCE OF 336.37 FEET, THENCE SOUTH 03°21'00" WEST 1319.06 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 20, THENCE RUN WESTERLY ALONG SAID SOUTH LINE 202 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, RUN SOUTHERLY ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 TO THE NORTHEASTERLY RIGHT OF WAY LINE OF HIGHWAY 441, RUN NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

FROM THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 89°43'49" WEST ALONG THE SOUTH LINE OF SECTION 20 A DISTANCE OF 826 FEET TO THE INTERSECTION WITH THE CENTERLINE OF STATE ROAD 500, NORTH 40°01'41" WEST ALONG THE CENTERLINE 1750.67 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20, NORTH 01°52'24" EAST ALONG SAID WEST LINE 149.73 FEET TO A POINT ON THE EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD 500, CONTINUE NORTH 01°52'24" EAST ALONG SAID WEST LINE OF EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 1111.80 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 FOR THE POINT OF BEGINNING, RUN SOUTH 89°32'16" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 70.06 FEET, NORTH 01°52'24" EAST 156.80 FEET, NORTH 28°04'40" EAST 102.02 FEET, NORTH 09°02'50" WEST 371.53 FEET, NORTH 19°09'37" EAST 298.28 FEET, SOUTH 89°31'13" EAST 240.63 FEET TO A POINT ON THE WEST LINE OF THE COUNTRY CLUB OF MOUNT DORA UNIT 2 PB 32 PG 42, THENCE SOUTH 03°54'31" WEST ALONG SAID WEST LINE OF THE COUNTRY CLUB OF MOUNT DORA UNIT 2 A DISTANCE OF 145.67 FEET, SOUTH 03°54'31" WEST 747.59 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 20, THENCE SOUTH 89°32'16" WEST ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 202.31 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACTS OF LAND LIE IN LAKE COUNTY, FLORIDA AND CONTAIN 224.56 ACRES MORE OR LESS.



LOCATION MAP NOT TO SCALE

SURVEYOR'S NOTES:

- BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BEING NORTH 00°12'19" WEST.
 - THE "LEGAL DESCRIPTION" HEREON IS IN ACCORD WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
 - THERE MAY BE ENVIRONMENTAL ISSUES AND/OR OTHER MATTERS REGULATED BY VARIOUS DEPARTMENTS OF FEDERAL, STATE OR LOCAL GOVERNMENTS AFFECTING THE SUBJECT PROPERTY NOT SHOWN ON THIS SURVEY.
 - THIS SURVEY WAS PERFORMED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES LISTED HEREON AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.
 - THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 - UNLESS OTHERWISE NOTED OR SHOWN HEREON, APPARENT AND/OR VISIBLE, UNOBSTRUCTED, VISIBLE ABOVE GROUND IMPROVEMENTS WERE LOCATED. UNDERGROUND UTILITIES, FOUNDATIONS AND IMPROVEMENTS WERE NOT LOCATED, UNLESS SHOWN HEREON.
 - UNLESS OTHERWISE NOTED OR SHOWN HEREON, THERE ARE NO APPARENT AND/OR UNOBSTRUCTED, ABOVE GROUND ENCROACHMENTS. THE DISPOSITION OF ANY POTENTIAL ENCROACHING IMPROVEMENTS SHOWN IS BEYOND PROFESSIONAL PURVIEW AND SUBJECT TO LEGAL INTERPRETATION.
 - THE LANDS SHOWN HEREON LIE IN ZONE "X", DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AND ZONE A, DEFINED AS NO BASE FLOOD ELEVATION DETERMINED, ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 1204210359E, MAP NO. 12069C00359E, MAP REVISED DECEMBER 18, 2012. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THE LIMITS OF SAID ZONES ARE GRAPHICALLY DEPICTED HEREON AS NEAR AS MAY BE SCALED FROM SAID MAP.
 - THERE WAS NO VISUAL EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WITHIN THE SURVEYED LANDS.
 - ADJOINING PARCEL OWNER AND RECORDING INFORMATION DELINEATED HEREON WAS OBTAINED FROM THE LAKE COUNTY PROPERTY APPRAISER'S PUBLIC ACCESS SYSTEM.
 - THE SUBJECT PROPERTY IS CURRENTLY BEING USED AS A CITRUS GROVE
 - THERE WAS NO VISUAL EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WITHIN THE SURVEYED LANDS. THE SURVEYOR IS UNAWARE OF ANY PROPOSED CHANGES IN THE RIGHT-OF-WAY.
 - THE SUBJECT PROPERTY HAS ACCESS TO PUBLIC UTILITIES FROM THE PUBLIC STREETS ADJACENT TO THE SUBJECT PROPERTY.
 - THE SUBJECT PROPERTY ABUTS, WITHOUT GAPS, CORES OR STRIPS, AND HAS VEHICULAR AND PEDESTRIAN INGRESS TO AND EGRESS FROM U.S.HIGHWAY 441, WHICH IS COMPLETED, DEDICATED AND ACCEPTED PUBLIC RIGHT OF WAY.
 - EXCEPT AS SHOWN ON THE SURVEY, THE SUBJECT PROPERTY DOES NOT APPEAR TO SERVE ANY ADJOINING PROPERTY FOR UTILITIES, DRAINAGE, STRUCTURAL SUPPORT OR INGRESS OR EGRESS.
 - THERE IS NO OBSERVED EVIDENCE OF THE SITE BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
 - THE SURVEYOR WAS NOT PROVIDE A ZONING REPORT OR ANY INFORMATION REGARDING BUILDING SETBACKS, OR ANY OTHER RESTRICTIONS RELATED TO THE SURVEYED LANDS.
 - THERE ARE BUILDINGS ON THE SITE AND THEY ARE GRAPHICALLY SHOWN HEREON. THE BUILDINGS ARE SUBJECT TO DEMOLITION DUE TO FUTURE CONSTRUCTION.
 - ELEVATIONS SHOWN HEREON ARE BASED ON LAKE COUNTY SURVEY DEPARTMENT VERTICAL DATUM AND IS BASED ON BENCH MARK 1191 GP56 ELEVATION 172.64' AND BENCH MARK 1191 GPS ELEVATION 171.71'; NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
 - A POSSIBLE GAP AND OVERLAP EXIST ALONG THE WEST LINE OF PARCEL 7 WITH THE PLAT RECORDED OF PUBLIX-441 AND 44B AND THE PLAT OF SIMPSON COVE ESTATES AS MONUMENTED.
 - WE HAVE EXAMINED THE FURNISHED COMMITMENT TO INSURE TITLE, ORDER NO. 9749282, PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE AUGUST 16, 2021 AT 5:00 P.M. THOSE INSTRUMENTS INCLUDED IN "SCHEDULE B, SECTION II", OF THE COMMITMENT HAVE BEEN EXAMINED AND ARE REFLECTED HEREON TO THE EXTENT THEY AFFECT THE LANDS SURVEYED.
- EXCEPTIONS AS THEY APPEAR IN THE SUPPLIED COMMITMENT

- PHOSPHATE, MINERALS, METALS AND PETROLEUM RESERVATIONS AND RESERVATION OF ROAD RIGHTS OF WAY IN FAVOR OF THE STATE OF FLORIDA, THROUGH THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND, AS SET FORTH IN THAT CERTAIN DEED RECORDED IN DEED BOOK 225, PAGE 442. (NOTE: AS TO SAID RESERVATION, THE RESERVATION FOR MINING AND EXPLORATION HAVE BEEN MODIFIED BY THE RELEASE OF THE RIGHT OF ENTRY INTO THE INSURED PREMISES, AS CONTAINED IN SECTION 270.11 OF THE FLORIDA STATUTES). AFFECTS THE SUBJECT PROPERTY AS TO PARCEL 6. CANNOT BE SHOWN, BLANKET IN NATURE.
- DRAINAGE EASEMENT IN FAVOR OF THE STATE OF FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 118, PAGE 36. AFFECTS THE SUBJECT PROPERTY AND IS SHOWN AS CLOSE AS CAN BE DETERMINED FROM THE SUPPLIED DOCUMENT. DOCUMENT IS NOT LEGIBLE. (AS TO PARCEL 7)
- EASEMENT FOR STORM SEWER IN FAVOR OF THE STATE OF FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 120, PAGE 428. AFFECTS THE SUBJECT PROPERTY AND IS SHOWN AS CLOSE AS CAN BE DETERMINED FROM THE SUPPLIED DOCUMENT. DOCUMENT IS NOT LEGIBLE. (AS TO PARCEL 7)
- RIGHT-OF-WAY EASEMENT IN FAVOR OF SUMTER ELECTRIC COOPERATIVE, INC., RECORDED IN OFFICIAL RECORDS BOOK 348, PAGE 445. AFFECTS THE SUBJECT PROPERTY. CANNOT BE SHOWN, BLANKET IN NATURE.
- TERMS AND CONDITIONS CONTAINED IN MEMBERS PRODUCTION AND MARKETING AGREEMENT BETWEEN MOUNT DORA GROWERS COOPERATIVE AND MOUNT DORA GROVES CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 399, PAGE 36. AFFECTS THE SUBJECT PROPERTY. CANNOT BE SHOWN, BLANKET IN NATURE. (AS TO PARCEL 2)
- RIGHT-OF-WAY EASEMENT IN FAVOR OF SUMTER ELECTRIC COOPERATIVE, INC., RECORDED IN OFFICIAL RECORDS BOOK 444, PAGE 5. DOES NOT AFFECT THE SUBJECT PROPERTY.
- RIGHT-OF-WAY EASEMENT IN FAVOR OF SUMTER ELECTRIC COOPERATIVE, INC., RECORDED IN OFFICIAL RECORDS BOOK 446, PAGE 893. APPEARS TO AFFECT PARCEL 7. THE EXTENT OF THE AFFECT CANNOT BE DETERMINED, THE SUPPLIED DOCUMENT IS NOT LEGIBLE.
- TERMS AND CONDITIONS CONTAINED IN INTERLOCAL AGREEMENT BETWEEN THE CITY OF EUSTIS AND THE CITY OF MOUNT DORA RECORDED IN OFFICIAL RECORDS BOOK 1115, PAGE 2012. AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE SHOWN, BLANKET IN NATURE.
- GRANT OF EASEMENT IN FAVOR OF THE CITY OF MOUNT DORA RECORDED IN OFFICIAL RECORDS BOOK 1304, PAGE 2067. AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON. (AS TO PARCELS 4 AND 5).
- COVENANTS, CONDITIONS, RESTRICTIONS AND OTHER MATTERS AS SET FORTH IN DECLARATION OF RESTRICTIVE COVENANTS RECORDED IN OFFICIAL RECORDS BOOK 4843, PAGE 546. AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE SHOWN, BLANKET IN NATURE. (AS TO PARCEL 6)
- EASEMENT IN FAVOR OF SUMTER ELECTRIC COOPERATIVE, INC. RECORDED IN OFFICIAL RECORDS BOOK 5017, PAGE 42. AS AFFECTED BY SUBORDINATION OF UTILITY INTERESTS RECORDED IN OFFICIAL RECORDS BOOK 5310, PAGE 2351. AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON. (AS TO PARCEL 7)
- PERPETUAL EASEMENT IN FAVOR OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN OFFICIAL RECORDS BOOK 5496, PAGE 1501.

CERTIFICATION:

TO: BROCHMAN, LLC, A FLORIDA LIMITED LIABILITY COMPANY, MOUNT DORA GROVES COMPANY, A FLORIDA CORPORATION, SIMPSON FAMILY PARTNERSHIP, LTD, A FLORIDA LIMITED PARTNERSHIP AND FIDELITY NATIONAL TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 8, 11, 13, 16, 17, OF TABLE A THEREOF.



16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
407 654-5355 *FAX 407 654-5356

ALTANSPS ALTA LAND TITLE
BOUNDARY, TOPOGRAPHIC AND
TREE SURVEY
OF
SIMPSON PARCELS
SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST
LAKE COUNTY, FLORIDA

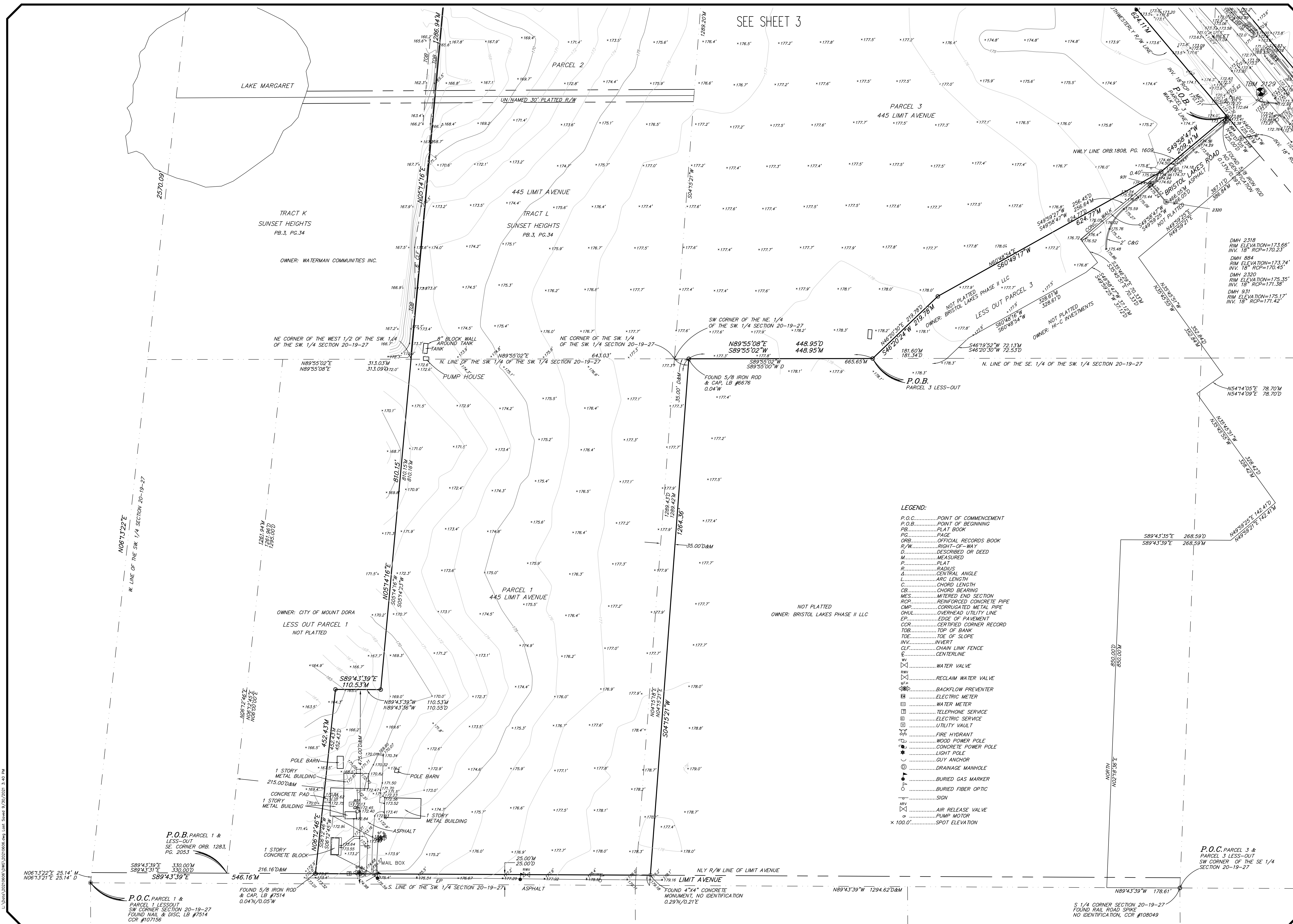
FOR:
BERING 1, LLC

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, P.S.M. #6533

DATE REVISIONS

JOB # 20210606
DATE: SEPTEMBER 22, 2021
SCALE: 1"=100'
CALC BY: SEJ
FIELD BY: DH/TS
DRAWN BY: SEJ
CHECKED BY: JLR

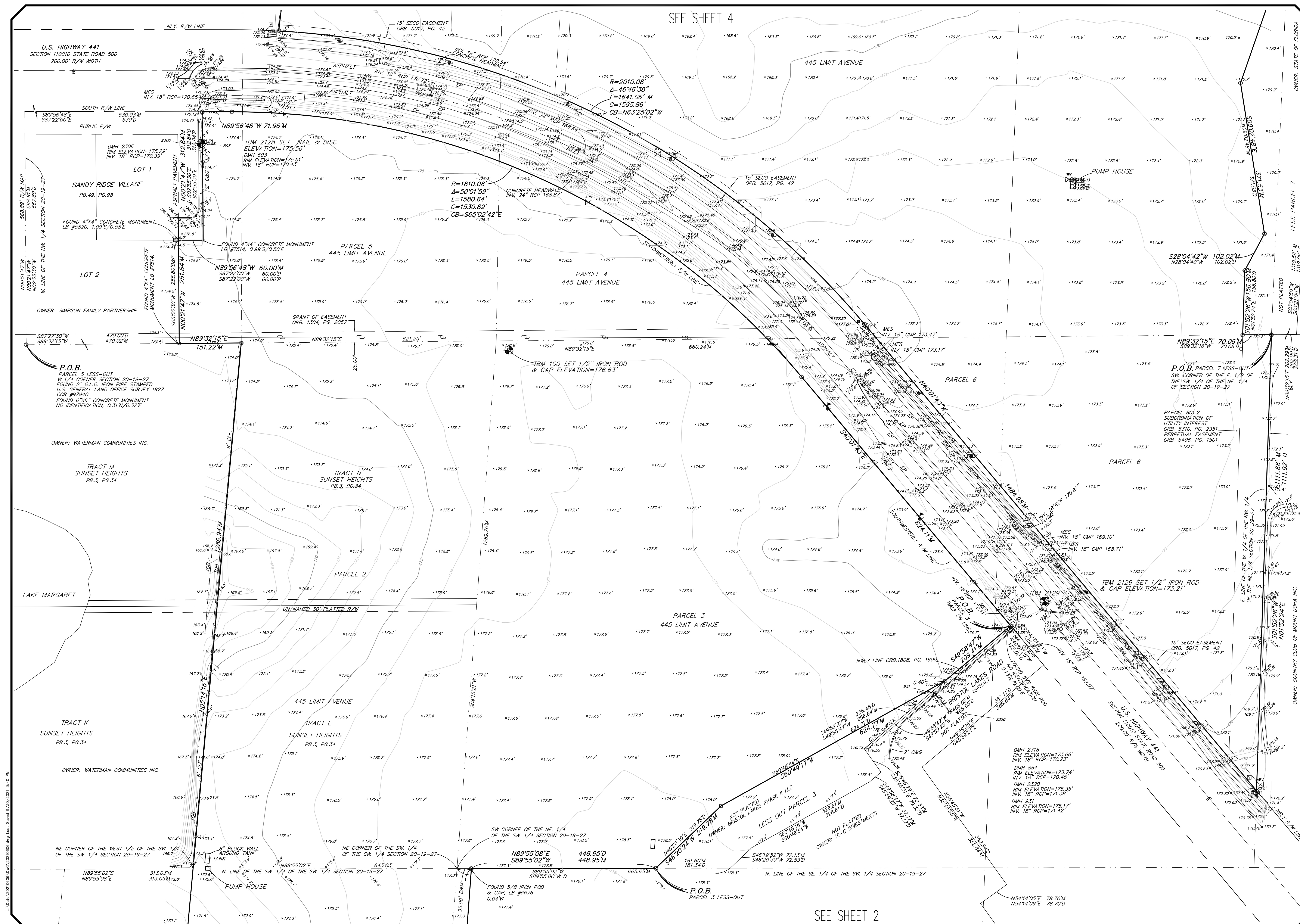


ALTA/NSPS ALTA LAND TITLE
BOUNDARY, TOPOGRAPHIC AND
TREE SURVEY
OF
SIMPSON FAMILY PARCELS
SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST
COUNTY OF CLATSOP, OREGON

FOR:

[illegible]

JOB # _____ 20210606
DATE: _____ SEPTEMBER 22, 2021
SCALE: _____ 1"=100'
CALC BY: _____ SEJ
FIELD BY: _____ DH/TS
DRAWN BY: _____ SEJ
CHECKED BY: _____ JLR



ALTA/NSPS ALTA LAND TITLE
BOUNDARY, TOPOGRAPHIC AND
TREE SURVEY
OF
SIMPSON FAMILY PARCELS
SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST
RANGE 27 EAST, TOWNSHIP 19 SOUTH, RANGE 27 EAST

FOR:

[illegible]

JOB # _____ 20210606
DATE: _____ SEPTEMBER 22, 2021
SCALE: _____ 1"=100'
CALC BY: _____ SEJ
FIELD BY: _____ DH/TS
DRAWN BY: _____ SEJ
CHECKED BY: _____ JLR



FOR:

[illegible]

JOB # _____ 20210606
DATE: _____ SEPTEMBER 22, 2021
SCALE: _____ 1"=100'
CALC BY: _____ SEJ
FIELD BY: _____ DH/TS
DRAWN BY: _____ SEJ
CHECKED BY: _____ JLR



*TREE LOCATIONS AND TABLE
 SEE SHEETS 2-4 FOR
 GEOMETRY AND LOCATIONS*

TREE TABLE	
POINT NUMBER	TREE
2158	12" PALM
2169	13" PALM
2170	12" PALM
2171	13" PALM
2172	13" PALM
2173	14" PALM
2174	40" CAMPHOR
2175	8-2" OAK
2176	23" OAK
2177	24" OAK
2178	43" OAK
2179	28" OAK
2180	7" OAK
2181	25" CAMPHOR
2185	16" PALM
2186	27" OAK
2187	15" OAK
2188	8" PALM
2189	19" PALM
2190	9" OAK
2191	10" OAK
2193	CE 21
2194	16" PALM
2195	38" OAK
2203	24" CAMPHOR
2204	12-10-9" OAK
2205	9" CAMPHOR
2206	9" CAMPHOR
2207	9" CAMPHOR
2208	20" OAK
2209	12" PALM
2210	18" OAK
2211	20" OAK
2212	8-11" CAMPHOR
2213	12" OAK
2214	11" CAMPHOR
2215	10" OAK
2216	23" OAK
2217	26" OAK
2218	38" OAK
2219	12" OAK
2220	50" OAK
2221	16" OAK
2222	11" CAMPHOR
2223	10" OAK
2224	24" OAK
2225	14" OAK
2226	13" PALM
2227	10" OAK
2228	11" CAMPHOR
2229	12" CAMPHOR
2230	16" OAK
2231	9" OAK
2232	9" OAK
2233	20-28" OAK
2234	16" OAK
2235	10" OAK
2236	13" OAK
2237	14" PALM
2238	17" PALM
2239	9" OAK
2240	18" OAK
2241	28" OAK
2242	10" OAK
2243	17" PALM
2244	10-2" CAMPHOR
2245	11" CAMPHOR
2246	17" PALM
2247	19" PALM
2248	12" CAMPHOR
2249	17" OAK
2250	13" PALM
2251	14" CAMPHOR
2253	8" OAK
2254	14" OAK
2255	13" OAK
2256	18" PALM
2257	30" OAK
2258	15" OAK
2259	17" PALM
2260	10" OAK
2261	7" OAK
2262	18" PALM
2264	13" PALM
2265	11" OAK
2266	14" PALM
2267	24-30" OAK
2268	MIMOSA TREE 36
2269	13" OAK
2270	15" PALM
2271	10-8" OAK
2272	7" OAK
2273	6" OAK
2274	12" PALM
2275	13" PALM
2276	14" PALM
2277	14" PALM
2278	16" PALM
2279	12" PALM
2283	10" CAMPHOR
2284	15" PALM
2285	11" CAMPHOR
2286	14" CAMPHOR
2287	8" CAMPHOR
2288	18-30" CAMPHOR
2289	7" CAMPHOR
2290	8" CAMPHOR
2291	14" OAK
2292	9" CAMPHOR
2293	7" OAK
2294	7" OAK
2295	8" OAK
2296	10-10" OAK
2297	8" OAK
2298	10" OAK
2299	16" OAK
2300	7" OAK
2301	8" OAK
2302	10" OAK
2303	12" PALM
2304	8" CAMPHOR
2305	8" CAMPHOR
2306	7" CAMPHOR
2307	8" CAMPHOR
2308	7" CAMPHOR
2309	24" OAK
2310	7" OAK
2331	6" CAMPHOR
2332	12" CAMPHOR
2333	8" PALM
2334	14" PALM
2335	11" PALM
2336	6" PALM
2337	12" CAMPHOR
2338	13" CAMPHOR
2339	12" PALM
2340	11" PALM

TREE TABLE	
POINT NUMBER	TREE
2341	7" CAMPHOR
2342	7" OAK
2343	13" OAK
2344	6" CAMPHOR
2345	7" CAMPHOR
2346	7" CAMPHOR
2347	9" CAMPHOR
2348	10" PALM
2349	13" PALM
2350	8" PALM
2351	12" CAMPHOR
2352	13" PALM
2353	12" PALM
2354	6" OAK
2355	9" CAMPHOR
2356	9" CAMPHOR
2357	6" CAMPHOR
2358	6" PALM
2359	11" PALM
2360	12" PALM
2361	14" PALM
2362	20" CAMPHOR
2363	9" CAMPHOR
2364	14" PALM
2365	6" CAMPHOR
2366	9" CAMPHOR
2367	9" PALM
2368	8" PALM
2369	10" PALM
2370	19" OAK
2371	6" OAK
2372	9" CAMPHOR
2373	6" CAMPHOR
2374	13" OAK
2375	6" OAK
2376	7" OAK
2377	7" OAK
2378	7" OAK
2379	24" OAK
2380	15" PALM
2381	8" OAK
2382	13" OAK
2383	6" OAK
2384	9" CAMPHOR
2385	7" OAK
2386	8" OAK
2387	7" OAK
2388	7" OAK
2389	22" OAK
2390	7" OAK
2391	10" OAK
2392	14" OAK
2393	6" OAK
2394	8" OAK
2395	12" OAK
2396	8" OAK
2397	11" PALM
2398	11" PALM
2399	10" CAMPHOR
2400	13" PALM
2401	10" OAK
2402	11" OAK
2403	12" OAK
2404	13" PALM
2405	13" PALM
2406	13" PALM
2407	14" PALM
2408	13" PALM
2409	13" PALM
2410	11" PALM
2411	8" OAK
2412	14" PALM
2413	6" PALM
2414	8" PALM
2415	30" OAK
2416	15" OAK
2417	16" PALM
2418	13" PALM
2419	18" PALM
2420	13" PALM
2421	25" OAK
2422	14" OAK
2423	19" PALM
2424	24" OAK
2425	21" OAK
2426	9" OAK
2427	17" OAK
2428	6" OAK
2429	8" OAK
2430	7" OAK
2431	12" PALM
2432	12" OAK
2433	30" OAK
2434	8" PALM
2435	10" PALM
2436	15" OAK
2437	9" PALM
2438	10" PALM
2439	26" OAK
2440	13" PALM
2441	13" PALM
2442	11" PALM
2443	13" PALM
2444	15" PALM
2445	12" PALM
2446	24" OAK
2447	10" PALM
2448	13" PALM
2449	26" OAK
2450	11" CAMPHOR
2451	7" OAK
2452	12" OAK
2453	14" OAK
2454	13" OAK
2455	13" PALM
2456	11" OAK
2457	9" CAMPHOR
2458	8" CAMPHOR
2459	24" OAK
2460	14" CAMPHOR
2461	9" OAK
2462	9" OAK
2463	10" PALM
2464	8" OAK
2465	6" OAK
2466	6" OAK
2467	13" CAMPHOR
2468	13" PALM
2469	12" OAK
2470	28" OAK
2471	7" OAK
2472	28" OAK
2473	23" OAK
2474	12" PALM
2475	6" OAK
2476	18" OAK
2477	28" OAK
2478	14" PALM



16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
407 654-5355 *FAX 407 654-5356

ALTA/NSPS ALTA LAND TITLE
BOUNDARY, TOPOGRAPHIC AND
TREE SURVEY
OF
SIMPSON FAMILY PARCELS
SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST
LAKE COUNTY, FLORIDA

FOR:
BERING 1, LLC

[illegible]

JOB # _____ 20210606
DATE: _____ SEPTEMBER 22, 2021
SCALE: _____ 1"=200'
CALC BY: _____ SEJ
FIELD BY: _____ DH/TS
DRAWN BY: _____ SEJ
CHECKED BY: _____ JLR

**ATTACHMENT #2
CITY OF MOUNT DORA, FLORIDA
NOTICE OF PUBLIC HEARING
REQUEST FOR MOUNT DORA GROVES
PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD)**

Notice is hereby given that the City of Mount Dora City Council will conduct a public hearing to consider the request for a Preliminary PUD Master Plan for the Mount Dora Groves. This hearing will be held on Tuesday, January 18, 2022 at 6:00 p.m., or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

REQUEST FOR PRELIMINARY PUD MASTER PLAN; MOUNT DORA GROVES (PROJECT NAME); 224.56 ACRES (SIZE); 19400 U.S. HIGHWAY 441 (SITE ADDRESS); LOCATED NORTH AND SOUTH SIDES OF US HIGHWAY 441, NORTH SIDE OF LIMIT AVENUE, AND WEST OF DONNELLY STREET (LOCATION); SIMPSON FAMILY PARTNERSHIP LTD AND MOUNT DORA GROVES CO. INC. (OWNERS); GREEN CONSULTING GROUP, INC. (APPLICANT).

**CHANGE IN ZONING (PRELIMINARY PUD MASTER PLAN):
FROM COUNTY: C-1, R-6, AND AG
TO: CITY PLANNED UNIT DEVELOPMENT (PUD)**

**PROPOSED PRELIMINARY PUD MASTER PLAN SITE AREA AND USES:
MULTIPLE FAMILY, DUPLEX, APARTMENTS, DETACHED SINGLE-FAMILY (PLATTED LOTS), DETACHED SINGLE-FAMILY DWELLING (OPTION FOR RENT/LEASE); AND PROPOSED COMMERCIAL USES**

Interested parties may appear at these meetings and be heard with respect to the requested Preliminary PUD Master Plan.

These public hearings 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 North Baker Street, Mount Dora, Florida between the hours of 8:00 a.m. and 5:00 p.m., 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 special accommodation to participate in this proceeding should 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.

Legal Ad Published: January 7, 2022

RESOLUTION NO. 2022-01

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, RELATED TO THAT PRELIMINARY MASTER PLAN ENTITLED “MOUNT DORA GROVES”; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR PRELIMINARY PUD MASTER PLAN 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, Simpson Family Partnership LTD. and Mount Dora Groves Co. Inc., are the owners of the properties more particularly described in **Exhibit “A”** attached hereto (Property); and

WHEREAS, pursuant to City of Mount Dora Land Development Code, Section 3.4.5., Simpson Family Partnership LTD. and Mount Dora Groves Co. Inc. (Property Owners), through its consultant, Green Consulting Group, Inc., filed a Preliminary PUD Master Plan with the City for Planned Unit Development (PUD) rezoning on the Property with a project referred to as the “Mount Dora Groves”; and

WHEREAS, the Mount Dora Groves Preliminary PUD Master Plan includes mixed uses with multiple-family, single-family, and commercial uses; and

WHEREAS, the Simpson Family Partnership, LTD and Mount Dora Groves Company have petitioned the City with a companion voluntary annexation of the Property under Ordinance No. 2021-23 and for a Comprehensive Plan amendment, amending the Future Land Use Designation for the Property and the Future Land Use Map under Ordinance No. 2021-24; and

WHEREAS pursuant to Florida Statutes, Section 163.3184(12), zoning changes are contingent upon the comprehensive plan amendment transmittal becoming effective; and

WHEREAS, the City Attorney reviewed the Mount Dora Groves Preliminary PUD Master Plan and found the same consistent with controlling Florida law; and

WHEREAS, the City’s Development Review Committee reviewed the Mount Dora Groves Preliminary PUD Master Plan on October 27, 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

WHEREAS, the City’s Planning and Zoning Commission reviewed the Mount Dora Groves Preliminary PUD Master Plan on December 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

WHEREAS, the City of Mount Dora hereby finds the Mount Dora Groves Preliminary PUD Master Plan 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 City of Mount Dora Land Development Code, Section 3.4.5.6.f. a Final Master Plan may be submitted to the City within one year of the Preliminary PUD Master Plan 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 PUD Master Plan. The City hereby approves the Mount Dora Groves Preliminary Master Plan attached hereto as **Exhibit "B"** subject to the additional conditions of approval as set forth in **Exhibit "C"** attached hereto.

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 Mount Dora Groves Preliminary Master Plan, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature 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 upon the adoption of City of Mount Dora Ordinance No. 2021-24.

PASSED AND ADOPTED this ____ day of _____, 2022.

CRISSY STILE
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”
Legal Description

Exhibit “B”
Mount Dora Groves
Preliminary PUD Master Plan

Exhibit “C”
Preliminary PUD Master Plan Conditions

The following items shall be addressed and incorporated into the Final PUD:

- 1) Detailed and enhanced residential design and site standards are required for all housing types (including but not limited to apartments, townhomes, duplex, single-family and/or any other residential housing).
- 2) Townhome product size and design. Rear loaded townhome product required.
- 3) Traffic Impact Study required at Final PUD submittal.
- 4) Provide option for residential Pods D, E, and F, located on the south side of 441, adjacent to Pod C, in order to allow the potential for additional non-residential uses, calculated at the ratio maximum of 25% of the residential lands for Pods D, E, and F, (54 acres x 25% = 13.50 acres). Meaning: complementary commercial/office may be included not to exceed an additional 13.50 acres if harmoniously designed to incorporate into the total PUD. Alternatively, more commercial/office than show on the proposed master plan could be added.
- 5) Convert any build-to-rent section of the Pods to single-family houses or mixture of single-family and duplexes with fee simple ownership.

Exhibit "A"

LEGAL DESCRIPTION

PARCEL 1:

FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 25 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVE, EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 330 FEET FOR THE POINT OF BEGINNING, RUN NORTH 06°00'00" EAST 1295 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, EAST ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, CONTINUE EAST 35 FEET, SOUTH TO THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVE, WEST ALONG SAID NORTH LINE OF LIMIT STREET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 06°13'21" EAST ALONG THE WEST LINE OF SECTION 20 A DISTANCE OF 25.14 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE, SAID NORTHERLY RIGHT OF WAY LINE LYING 25 FEET NORTH OF WHEN MEASURED PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, THENCE SOUTH 89°43'31" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 330 FEET TO THE SOUTHEAST CORNER OF THAT LAND IN ORB 1283 PG 2053 AND THE POINT OF BEGINNING, RUN NORTH 06°12'45" EAST 1261.96 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, NORTH 89°55'08" EAST ALONG SAID NORTH LINE 313.09 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SOUTH 05°14'23" WEST ALONG THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 810.16 FEET TO A POINT THAT IS 475 FEET NORTHERLY OF, WHEN MEASURED PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, THENCE NORTH 89°43'36" WEST PARALLEL WITH AND 475 FEET NORTH OF, WHEN MEASURED PERPENDICULAR TO, THE SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 110.55 FEET TO A POINT THAT IS 215 FEET EASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE EAST LINE OF SAID LAND IN ORB 1283 PG 2053, SOUTH 06°12'45" WEST PARALLEL WITH AND 215 FEET EASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE SAID EAST LINE OF LAND IN ORB 1283 PG 2053 A DISTANCE OF 452.43 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID LIMIT AVENUE, THENCE NORTH 89°43'46" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE A DISTANCE OF 216.16 FEET TO THE POINT OF BEGINNING.

PARCEL2:

TRACTS L AND N, SUNSET HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 34, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3:

FROM SW CORNER OF SE 1/4 OF SECTION 20 TOWNSHIP 19 RANGE 27 EAST RUN NORTH 89°43'35" WEST 178.61 FEET, NORTH 02°18'40" EAST 850 FEET, SOUTH 89°43'35" EAST 268.59 FEET, NORTH 49°59'25" EAST 142.41 FEET, NORTH 35°45'51" WEST 328.42 FEET, NORTH 54°14'09" EAST 78.70 FEET, NORTH 35°45'51" WEST 352.84 FEET, NORTH 49°59'25" EAST 387.11 FEET TO SOUTHWESTERLY R/W LINE OF US HWY 441, NORTH 40°01'05" WEST ALONG SAID HWY 125 FEET FOR POINT OF BEGINNING, RUN SOUTH 49°59'25" WEST 466.05 FEET, SOUTH 35°45'51" EAST 70.33 FEET, SOUTH 49°59'25" WEST 37.12 FEET, SOUTH 60°48'54" WEST 328.61 FEET, SOUTH 46°20'30" WEST 72.53 FEET TO NORTH LINE OF SE 1/4 OF SW 1/4, SOUTH 89°55'0" WEST TO SW CORNER OF NE 1/4 OF SW 1/4, NORTH ALONG SAID WEST LINE TO NW CORNER OF NE 1/4 OF SW 1/4, EAST ALONG SAID NORTH LINE TO A POINT SOUTHWESTERLY R/W LINE OF US HWY 441, SOUTHEASTERLY ALONG SAID SOUTHWESTERLY R/W LINE OF US HWY 441 TO POINT OF BEGINNING.

LESS AND EXCEPT:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 89°43'39" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 1294.62 FEET TO A POINT ON A LINE PARALLEL WITH AND 35 FEET EASTERLY OF THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, NORTH 04°15'18" EAST ALONG SAID PARALLEL LINE 1289.43 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, NORTH 89°55'08" EAST ALONG SAID NORTH LINE 448.95 FEET FOR THE POINT OF BEGINNING, THENCE NORTH 46°20'30" EAST 219.78 FEET, NORTH 60°48'54" EAST 624.77 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED IN ORB 1808 PG 1609, THENCE RUN SOUTH 49°59'27" WEST 256.45 FEET, SOUTH 35°45'51" EAST 70.33 FEET, SOUTH 49°59'25" WEST 37.12 FEET, SOUTH 60°48'54" WEST 328.61 FEET, SOUTH 46°20'30" WEST 72.56 FEET, SOUTH 89°55'00" WEST 181.34 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

SE 1/4 OF NW 1/4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LYING SOUTHWESTERLY OF US HWY 441.

PARCEL 5:

W 1/2 OF NW 1/4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LYING SOUTH OF HWY 441; LESS BEG AT W 1/4 CORNER RUN NORTH 02°55'30" WEST ALONG WEST LINE OF NW 1/4 567.89 FEET TO SOUTH R/W OF US HWY 441, RUN NORTH 87°22'0" EAST ALONG SAID SOUTH R/W LINE 530 FT, THENCE DEPARTING SAID SOUTH R/W LINE RUN SOUTH 02°55'30" EAST 312.84 FEET, SOUTH 87°22'0" WEST 60 FEET, SOUTH 02°55'30" EAST 255.8 FEET, SOUTH 87°27'30" WEST 470 FEET TO POINT OF BEGINNING.

PARCEL 6:

NE 1/4 OF SW 1/4 AND W 1/2 OF NW 1/4 OF SE 1/4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LYING NORTHEASTERLY OF US HWY 441.

PARCEL 7:

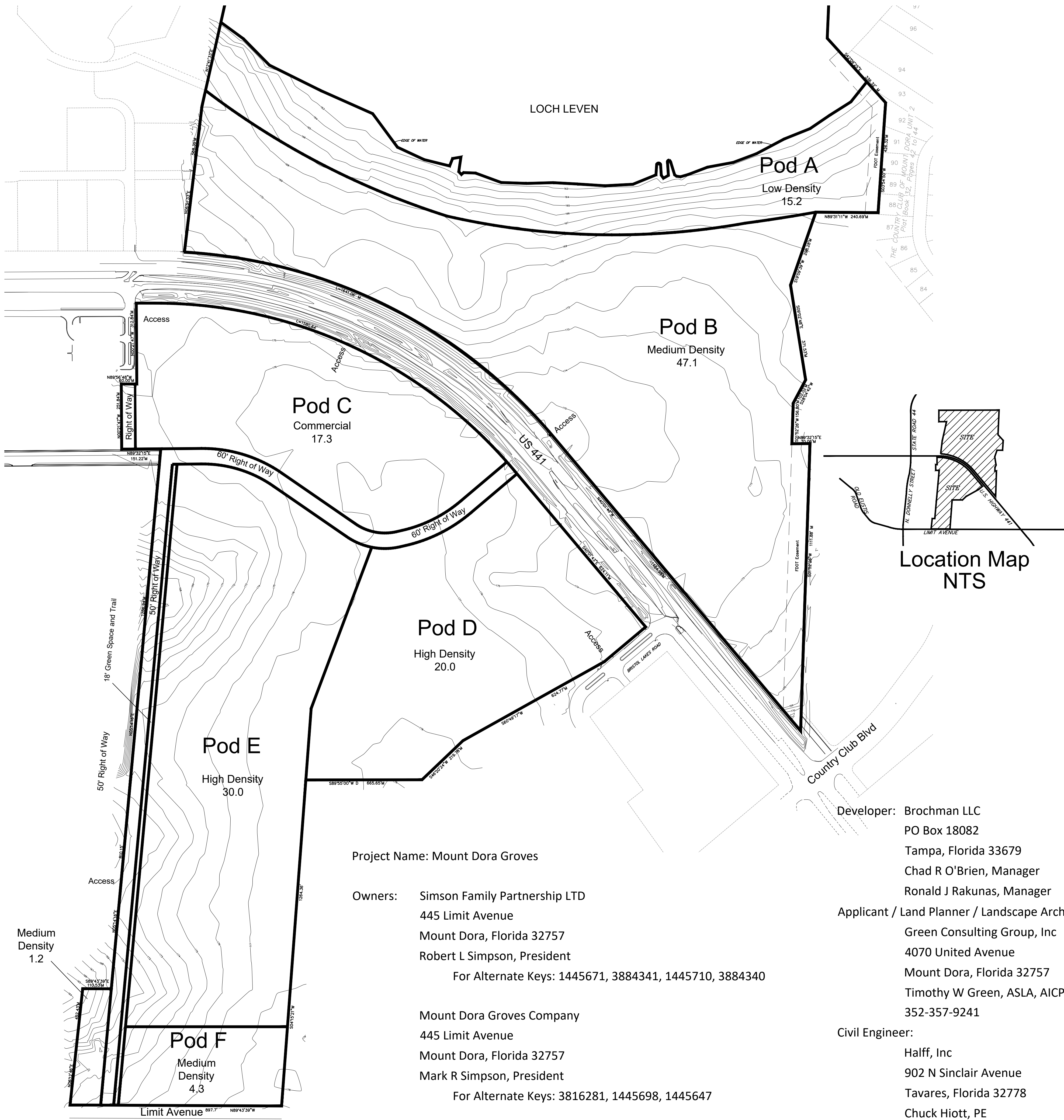
FROM THE INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, AND THE NORTHERLY RIGHT OF WAY LINE OF US HIGHWAY 441, RUN EASTERLY ALONG THE NORTHERLY RIGHT OF WAY 87 FEET FOR THE POINT OF BEGINNING, RUN NORTH 06°29'00" EAST 568.50 FEET, NORTH 12°19'00" EAST 860 FEET, WEST PARALLEL WITH THE NORTH LINE OF SECTION 20 TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20, RUN NORTH ALONG SAID WEST LINE 495 FEET TO THE NORTH LINE OF SAID SECTION 20, EASTERLY ALONG THE NORTH LINE TO A POINT ON THE EAST LINE OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, THENCE RUN SOUTHERLY ALONG SAID EAST LINE OF WEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20 TO THE POINT WHERE SAID EAST LINE INTERSECTS WITH THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 93 OF THE COUNTRY CLUB OF MOUNT DORA UNIT II PB 32 PG 42, THENCE SOUTH 42°36'45" EAST ALONG THE WESTERLY EXTENSION OF AND THE SOUTHERLY LINE OF SAID LOT 93 A DISTANCE OF 336.37 FEET, THENCE SOUTH 03°21'00" WEST 1319.06 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 20, THENCE RUN WESTERLY ALONG SAID SOUTH LINE 202 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, RUN SOUTHERLY ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 TO THE NORTHEASTERLY RIGHT OF WAY LINE OF HIGHWAY 441, RUN NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

FROM THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 89°43'49" WEST ALONG THE SOUTH LINE OF SECTION 20 A DISTANCE OF 826 FEET TO THE INTERSECTION WITH THE CENTERLINE OF STATE ROAD 500, NORTH 40°01'41" WEST ALONG THE CENTERLINE 1750.67 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20, NORTH 01°52'24" EAST ALONG SAID WEST LINE 149.73 FEET TO A POINT ON THE EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD 500, CONTINUE NORTH 01°52'24" EAST ALONG SAID WEST LINE OF EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 1111.92 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 FOR THE POINT OF BEGINNING, RUN SOUTH 89°32'16" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 70.06 FEET, NORTH 01°52'24" EAST 156.80 FEET, NORTH 28°04'40" EAST 102.02 FEET, NORTH 09°02'50" WEST 371.53 FEET, NORTH 19°09'37" EAST 298.28 FEET, SOUTH 89°31'13" EAST 240.63 FEET TO A POINT ON THE WEST LINE OF THE COUNTRY CLUB OF MOUNT DORA UNIT 2 PB 32 PG 42, THENCE SOUTH 03°54'31"

WEST ALONG SAID WEST LINE OF THE COUNTRY CLUB OF MOUNT DORA UNIT 2 A DISTANCE OF 145.67 FEET, SOUTH 03°54'31" WEST 747.59 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 20, THENCE SOUTH 89°32'16" WEST ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 202.31 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACTS OF LAND LIE IN LAKE COUNTY, FLORIDA AND CONTAIN 224.56 ACRES MORE OR LESS.



LEGAL DESCRIPTION
Note: Includes lake.

PARCEL 1:

FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 25 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVE, EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 330 FEET FOR THE POINT OF BEGINNING, RUN NORTH 06°00'00" EAST 1295 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, EAST ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, CONTINUE EAST 35 FEET, SOUTH TO THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVE, WEST ALONG SAID NORTH LINE OF LIMIT STREET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 06°13'21" EAST ALONG THE WEST LINE OF SECTION 20 A DISTANCE OF 25.14 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE, SAID NORTHERLY RIGHT OF WAY LINE LYING 25 FEET NORTH OF WHEN MEASURED PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, THENCE SOUTH 89°43'31" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 330 FEET TO THE SOUTHEAST CORNER OF THAT LAND IN ORB 1283 PG 2053 AND THE POINT OF BEGINNING, RUN NORTH 06°12'45" EAST 1261.96 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, NORTH 89°55'08" EAST ALONG SAID NORTH LINE 313.09 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SOUTH 05°14'23" WEST ALONG THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 810.16 FEET TO A POINT THAT IS 475 FEET NORTHERLY OF, WHEN MEASURED PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, THENCE NORTH 89°43'36" WEST PARALLEL WITH AND 475 FEET NORTH OF, WHEN MEASURED PERPENDICULAR TO, THE SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 110.55 FEET TO A POINT THAT IS 215 FEET EASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE EAST LINE OF SAID LAND IN ORB 1283 PG 2053, SOUTH 06°12'45" WEST 468.05 FEET, SOUTH 35°45'51" EAST 70.33 FEET, SOUTH 49°59'25" WEST 37.12 FEET, SOUTH 89°46'54" WEST 328.61 FEET, SOUTH 46°20'30" WEST 72.53 FEET TO NORTH LINE OF SE 1/4 OF SW 1/4, SOUTH 89°55'08" WEST TO SW CORNER OF NE 1/4 OF SW 1/4, NORTH ALONG SAID WEST LINE TO NW CORNER OF NE 1/4 OF SW 1/4, EAST ALONG SAID NORTH LINE TO A POINT SOUTHWESTERLY R/W LINE OF US HWY 441, SOUTHEASTERLY ALONG SAID SOUTHWESTERLY R/W LINE OF US HWY 441 TO POINT OF BEGINNING.

PARCEL 2:

TRACTS L AND N, SUNSET HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 34, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3:

FROM SW CORNER OF SE 1/4 OF SECTION 20 TOWNSHIP 19 RANGE 27 EAST RUN NORTH 89°43'35" WEST 178.61 FEET, NORTH 02°18'40" EAST 850 FEET, SOUTH 89°43'35" EAST 268.99 FEET, NORTH 49°59'25" EAST 142.41 FEET, NORTH 35°45'51" WEST 328.42 FEET, NORTH 54°14'09" EAST 78.70 FEET, NORTH 35°45'51" WEST 352.84 FEET, NORTH 49°59'25" EAST 387.11 FEET TO SOUTHWESTERLY R/W LINE OF US HWY 441, NORTH 40°01'05" WEST ALONG SAID HWY 125 FEET FOR POINT OF BEGINNING, RUN SOUTH 49°59'25" WEST 468.05 FEET, SOUTH 35°45'51" EAST 70.33 FEET, SOUTH 49°59'25" WEST 37.12 FEET, SOUTH 89°46'54" WEST 328.61 FEET, SOUTH 46°20'30" WEST 72.53 FEET TO NORTH LINE OF SE 1/4 OF SW 1/4, SOUTH 89°55'08" WEST TO SW CORNER OF NE 1/4 OF SW 1/4, NORTH ALONG SAID WEST LINE TO NW CORNER OF NE 1/4 OF SW 1/4, EAST ALONG SAID NORTH LINE TO A POINT SOUTHWESTERLY R/W LINE OF US HWY 441, SOUTHEASTERLY ALONG SAID SOUTHWESTERLY R/W LINE OF US HWY 441 TO POINT OF BEGINNING.

LESS AND EXCEPT:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 89°43'39" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 114.83 FEET TO A POINT ON A LINE PARALLEL WITH AND 35 FEET EASTERLY OF THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, NORTH 04°15'18" EAST ALONG SAID PARALLEL LINE 1289.43 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, NORTH 89°55'08" EAST ALONG SAID NORTH LINE 448.95 FEET FOR THE POINT OF BEGINNING, THENCE NORTH 46°20'30" EAST 219.78 FEET, NORTH 60°48'54" EAST 624.77 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED IN ORB 1808 PG 1609, THENCE RUN SOUTH 49°59'27" WEST 256.45 FEET, SOUTH 35°45'51" EAST 70.33 FEET, SOUTH 49°59'25" WEST 37.12 FEET, SOUTH 60°48'54" WEST 328.61 FEET, SOUTH 46°20'30" WEST 72.56 FEET, SOUTH 89°55'00" WEST 181.34 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

SE 1/4 OF NW 1/4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LYING SOUTHWESTERLY OF US HWY 441.

PARCEL 5:

W 1/2 OF NW 1/4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LYING SOUTH OF HWY 441; LESS BEG AT W 1/4 CORNER RUN NORTH 02°55'30" WEST ALONG WEST LINE OF NW 1/4 567.89 FEET TO SOUTH R/W OF US HWY 441, RUN NORTH 87°22'20" EAST ALONG SAID SOUTH R/W LINE 530 FT, THENCE DEPARTING SAID SOUTH R/W LINE RUN SOUTH 02°55'30" EAST 312.84 FEET, SOUTH 87°22'20" WEST 60 FEET, SOUTH 02°55'30" EAST 255.8 FEET, SOUTH 87°27'30" WEST 470 FEET TO POINT OF BEGINNING.

PARCEL 6:

NE 1/4 OF SW 1/4 AND W 1/2 OF NW 1/4 OF SE 1/4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LYING NORTHEASTERLY OF US HWY 441.

PARCEL 7:

FROM THE INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, AND THE NORTHERLY RIGHT OF WAY LINE OF US HIGHWAY 441, RUN EASTERLY ALONG THE NORTHERLY RIGHT OF WAY 87 FEET FOR THE POINT OF BEGINNING, RUN NORTH 06°29'00" EAST 568.50 FEET, NORTH 12°19'00" EAST 960 FEET, WEST PARALLEL WITH THE NORTH LINE OF SECTION 20 TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 20, RUN NORTH ALONG SAID WEST LINE 496 FEET TO THE NORTH LINE OF SAID SECTION 20, EASTERLY ALONG THE NORTH LINE TO A POINT ON THE EAST LINE OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, THENCE RUN SOUTHERLY ALONG SAID EAST LINE OF WEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20 TO THE POINT WHERE SAID EAST LINE INTERSECTS WITH THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 93 OF THE COUNTRY CLUB OF MOUNT DORA UNIT II PB 32 PG 42, THENCE SOUTH 42°36'45" EAST ALONG THE WESTERLY EXTENSION OF AND THE SOUTHERLY LINE OF SAID LOT 93 A DISTANCE OF 336.37 FEET, THENCE SOUTH 03°21'00" WEST 1319.06 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 20, THENCE RUN WESTERLY ALONG SAID SOUTH LINE 202 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, RUN SOUTHERLY ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 TO THE NORTHEASTERLY RIGHT OF WAY LINE OF HIGHWAY 441, RUN NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

FROM THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 89°43'49" WEST ALONG THE SOUTH LINE OF SECTION 20 A DISTANCE OF 826 FEET TO THE INTERSECTION WITH THE CENTERLINE OF STATE ROAD 500, NORTH 40°01'41" WEST ALONG THE CENTERLINE 1750.67 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20, NORTH 01°52'24" EAST ALONG SAID WEST LINE 149.73 FEET TO A POINT ON THE EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD 500, CONTINUE NORTH 01°52'24" EAST ALONG SAID WEST LINE OF EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 1111.92 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 FOR THE POINT OF BEGINNING, RUN SOUTH 89°32'16" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 70.06 FEET, NORTH 01°52'24" EAST 156.80 FEET, NORTH 28°04'40" EAST 102.02 FEET, NORTH 09°02'50" WEST 371.53 FEET, NORTH 19°09'37" EAST 288.28 FEET, SOUTH 89°31'13" EAST 240.63 FEET TO A POINT ON THE WEST LINE OF THE COUNTRY CLUB OF MOUNT DORA UNIT 2 PB 32 PG 42, THENCE SOUTH 03°54'31" WEST ALONG SAID WEST LINE OF THE COUNTRY CLUB OF MOUNT DORA UNIT 2 A DISTANCE OF 145.67 FEET, SOUTH 03°54'31" WEST 747.59 FEET TO A POINT ON THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, THENCE SOUTH 89°32'16" WEST ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 202.31 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACTS OF LAND LIE IN LAKE COUNTY, FLORIDA AND CONTAIN 224.56 ACRES MORE OR LESS.

Project Name: Mount Dora Groves

Owners: Simson Family Partnership LTD
445 Limit Avenue
Mount Dora, Florida 32757
Robert L Simpson, President
For Alternate Keys: 1445671, 3884341, 1445710, 3884340

Mount Dora Groves Company
445 Limit Avenue
Mount Dora, Florida 32757
Mark R Simpson, President
For Alternate Keys: 3816281, 1445698, 1445647

Developer: Brochman LLC
PO Box 18082
Tampa, Florida 33679
Chad R O'Brien, Manager
Ronald J Rakunas, Manager
Applicant / Land Planner / Landscape Architect:
Green Consulting Group, Inc
4070 United Avenue
Mount Dora, Florida 32757
Timothy W Green, ASLA, AICP, LEED AP President
352-357-9241

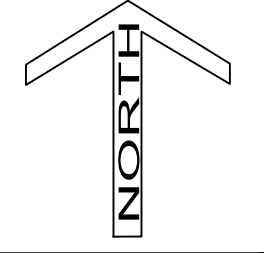
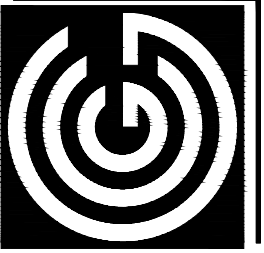
Civil Engineer:
Halff, Inc
902 N Sinclair Avenue
Tavares, Florida 32778
Chuck Hiott, PE
352-343-8481

Transportation:
Traffic & Mobility Consultants
3101 Maguire Boulevard, Suite 265
Orlando, Florida 32803
Mohammed Abdallah, PE, PTOE
407-531-5332
Survey:
Allen & Company
18 East Plant Street
Winter Garden, Florida 34787
James L Rickman PSM
407-554-5355

Preliminary PUD Master Plan

Mount Dora Groves

Mount Dora, Florida



Drawing Number: 1564-17
Originated From: 1564-16
Date: December 3, 2021
Scale: 1" = 200'
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

Mount Dora Groves Mixed Use Community Preliminary Planned Unit Development

Site Datum

Gross Acres	224.56
Less Water	142.64

Existing Lake County Future Land Uses:

- Low Density Residential
- Urban Medium Density Residential
- Regional Commercial
- Regional Office

Proposed Development Program	Net Acres	Proposed Units	Density
POD A: Low Density Residential			
- Lake Front Neighborhood	15.2	38	2.5 du/ac
POD B: Medium Density Residential			
- Northern Neighborhood	47.1	282	6 du/ac
POD C: Commercial			
- Commercial Program	17.3	100,000	0.35 FAR
POD D: High Density Residential			
- Apartment Community	20.0	360	18 du/ac
POD E: High Density Residential			
- Southern Build To Rent Community	30	360	12 du/ac
POD F: Medium Density Residential			
- Southern Neighborhood	4.7	26	6 du/ac
Project Development Intensity			
Total Dwelling Units Proposed	1066		
Residential Density	9.03 DU/AC		
Commercial	0.13 FAR		
Current entitled Trip Generation	112,674 Daily		
Proposed Trip Generation	12,713 Daily		
Net Trip Generation	-99,961 Daily		

POD A: Lake Front Neighborhood Development Standards (North of 441)

Building Height:	35'
Minimum Lot Size:	7,700 SF
Minimum Lot Width:	70'
Minimum Lot Depth:	110'
Minimum Street Frontage:	20'
Minimum Living Area	1,500 SF
Building Setbacks:	
Front:	15' to Structure
Garage	20' to Garage
Side:	5'
Lake:	50' from wetland
Lake: Pool/Enclosure	25' from wetland
Rear	10'
Street Side:	15'
Parking:	2 Spaces / DU

POD A: Interior Lots - Lake Front Neighborhood Development Standards (North of 441)

Building Height:	35'
Minimum Lot Size:	5,500 SF
Minimum Lot Width:	50'
Minimum Lot Depth:	110'
Minimum Street Frontage:	20'
Minimum Living Area	1,000 SF
Building Setbacks:	
Front:	15' to Structure
Garage	20' to Garage
Side:	5'
Rear	10'
Street Side:	15'
Parking:	2 Spaces / DU

POD B: Northern Neighborhood Development Standards (North of 441)

Building Height:	35'
Minimum Lot Size:	4,400 SF
Minimum Lot Width:	40' SF
Minimum Lot Depth:	110'
Minimum Street Frontage:	20'
Minimum Living Area:	1,000 SF
Building Setbacks:	
Front:	15' to Structure
Garage:	Front: 20' to Garage
Side:	5'
Rear:	10'
Street Side:	15'
Parking:	2 Spaces / DU

POD B: Northern Neighborhood Development Standards (Townhomes)

Building Height	35'
Minimum Lot Size	1,440 SF
Minimum Lot Width	18'
Minimum Lot Depth:	80'
Minimum Living Area	1,000 SF
Building Setbacks:	
Front:	15' to Structure
Garage Front:	20' to Garage
Side:	5'
Rear:	10'
Street Side:	15'
Parking:	2 Spaces / DU

*POD C: Commercial Development Standards

Building Height	65'
Minimum Lot Size:	0
Minimum Street Frontage:	0
Minimum Setbacks:	
Front:	0'
Side:	0'
Rear:	0'
From any street:	0'
Parking	1 Space / 200 SF

Commercial Parcel Can be developed in multiple phases

Commercial Design Standards to be determined at Final PUD

*No minimum standards are set provided that building and fire code can be met and necessary service areas can be provided.

POD D - Apartment Community Development Standards

Building Height:	65'
*Required Parking:	1.5 PS / 1 BR, 1.75 PS / 2 BR, 2 PS / 3 BR
Minimum Living Area:	600 SF
Building Setbacks: Front / Side / Rear:	
1 story:	10'
2 story and 3 story	15'
4 story and 5 story:	20'
Minimum Building Separation:	10'
*Includes Guest Parking	

POD E & F: Southern Neighborhood Development Standards SF Detached

Building Height	35'
Minimum Lot Size	4,400 SF
Minimum Lot Width	40'
Minimum Lot Depth:	110'
Minimum Street Frontage:	20'
Minimum Living Area	1,000 SF
Building Setbacks:	
Front:	15' to Structure
Garage:	Front: 20' to Garage
Side:	5'
Rear:	10'
Street Side:	15'
Parking:	2 Spaces / DU

POD E & F: Southern Neighborhood Development Standards Attached (Townhome)

Building Height	35'
Minimum Lot Size	1,440 SF
Minimum Lot Width	18'
Minimum Lot Depth:	80'
Minimum Living Area	1,000 SF
Building Setbacks:	
Front:	15' to Structure
Garage Front:	20' to Garage
Side:	5'
Rear:	10'
Street Side:	15'
Parking:	2 Spaces / DU

POD E & F: Southern Community Build To Rent (BTR) Development Standards

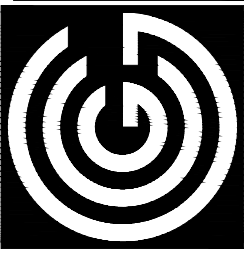
Building Height	35'
Minimum Living Area	
Single family detached	1,000 SF
Single family attached	700 SF
Townhome	1,000 SF
Attached and Detached homes	No Individual lot lines will be established.
Minimum Lot Size:	NA
Minimum Lot Depth:	NA
Minimum street frontage:	NA
Minimum Building Separations:	Between Building Separation: 10'
*Required Parking:	1.5 PS / 1 BR, 1.75 PS / 2BR, 2 PS / 3BR

*Includes Guest Parking

Garages are optional and if built they can be detached from the dwelling.

Single Parcel Plat

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



Drawing Number: 1564-17
Originated From: 1564-16
Date: December 3, 2021
Scale: NTS
Drawn By: PAH
Layout: 24"x36"

Preliminary PUD Master Plan

Mount Dora Groves
Mount Dora, Florida

Permitted Uses

POD A: Lake Front Neighborhood

Single-family homes and customary accessory uses (garages required).
Public parks and public recreation facilities.
Private parks and private recreation facilities.
Private docks.
Northern Neighborhood access to waterfront
Gated Community

POD B: Northern Neighborhood

Duplexes and customary accessory uses (garages required).
Single-family homes and customary accessory uses (garages required).
Townhomes (garages required).
Public parks and public recreation facilities.
Private parks and private recreation facilities.
Gated Community

POD C: Commercial Development

All C-3 Permitted as well as:
Adult Living Facility - up to 150 beds
Public and Semipublic Uses
C-3 uses **not** allowed:
Gas Station
Car washes

POD D: Apartment Community

Multifamily dwellings and customary accessory uses.
Private park and recreation facilities for multiple-family development only.
Amenity Center
Gated Community

POD E & F: Southern Neighborhood/Community

Platted Subdivision and/or Single Parcel Plat
Detached Single-family homes
Attached homes: Duplexes and Townhomes
Customary accessory uses
Amenity Center
Private parks and private recreation facilities.
Gated Community

Phasing

Phase 1	Mass Grading Master Infrastructure Master Stormwater Grandview Street Pedestrian / Trail
Phase 2	POD A: Lake Front Neighborhood
Phase 3	POD B: Northern Neighborhood
Phase 4	POD C: Commercial*
Phase 5	POD D: Apartment Community
Phase 6	POD E: Southern Build To Rent Community
Phase 7	POD F: Southern Neighborhood

* Commercial parcel can be developed in multiple phases.

Phasing may alter in the future as long as all necessary infrastructure is in place to allow the Phase to be a stand-alone development.

Open Space

Open Spaces and recreation Improvements will be provided on the Final Master Plan on an overall Project basis for 20% for residential uses. Individual developments do not need to meet open space standards as long as the overall project meets PUD standards.

Grandview Street Pedestrian / Trail

Width: 18' tract with 10' Green Space and 8' Trail
Canopy Trees: 2 per 100 feet of boundary
Understory: 3 per 100 feet of boundary

Buffering

POD A & B: Lake Front Neighborhood & Northern Neighborhood

West:
Width: 10 feet
Canopy Trees: 2 per 100 feet of boundary
Understory: 3 per 100 feet of boundary
Continuous Hedge or 6' decorative fence
East:
No buffer adjacent to FDOT 70' Easement
No buffer adjacent to FDOT Pond
6' decorative fence

South - US Highway 441:
Width: 10 feet
Canopy Trees: 2 per 100 feet of boundary
Understory Trees: 3 per 100 feet of boundary
Continuous Hedge
441 Frontage Elements and Entry Monument
to be determined at Final PUD

POD C: Commercial Development

North, South, East and West:
Width: 10 feet
Canopy Trees: 2 per 100 feet of boundary
Understory Trees: 3 per 100 feet of boundary
Continuous Hedge
441 Frontage Elements and Entry Monument
to be determined at Final PUD

POD D: Apartment Community

Southeast:
Width: 10 feet
Canopy Trees: 2 per 100 feet of boundary
Understory Trees: 3 per 100 feet of boundary
Continuous Hedge or 6' decorative fence
South:
Width: 10 feet
Canopy Trees: 2 per 100 feet of boundary
Understory Trees: 3 per 100 feet of boundary
Continuous Hedge or 6' decorative fence
West:
Width: 10 feet
Canopy Trees: 2 per 100 feet of boundary
Continuous Hedge or 6' decorative fence
Northwest:
Width: 10 feet
Canopy Trees: 2 per 100 feet of boundary
Continuous Hedge or 6' decorative fence

Buffering (continued)

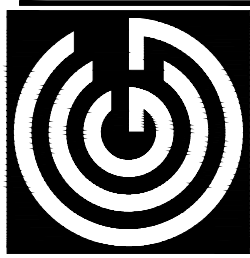
US 441:
Width: 10 feet
Canopy Trees: 2 per 100 feet of boundary
Understory Trees: 3 per 100 feet of boundary
Continuous Hedge
441 Frontage Elements and Entry Monument
to be determined at Final PUD

POD E & F: Southern Neighborhood

West Adjacent to Pedestrian / Trail:
Width: 0 feet
6' decorative fence
East:
Width: 10 feet adjacent to Residential
Canopy Trees: 2 per 100 feet of boundary
Continuous Hedge or 6' decorative fence
South:
Width: 10 feet adjacent to Residential
Canopy Trees: 2 per 100 feet of boundary
Continuous Hedge or 6' decorative fence
Limit Avenue:
Width: 10 feet
Canopy Trees: 2 per 100 feet of boundary
Understory: 3 per 100 feet of boundary
Continuous Hedge or 6' decorative fence

Notes

- Storm water management may be shared between development areas.
- Off-site street improvements may be provided based upon the Traffic Impact Analysis.
- Developer shall provide on-site water, sewer and fire services.
- Developer shall provide on site storm water management per St. Johns River Water Management District standards.
- All outdoor lighting will be Dark-Sky Association listed.
- All homes will be designed with Energy Star standards
- Signs per Section 6.7 of the City LDC. To be determined at Final PUD
- 441 frontage elements and entry monumentation to be determined at Final PUD
- Project will evaluate if cross access is legally permissible from Publix Shopping center to the median opening at 441.
- Project will evaluate if cross access is legally permissible from the West to allow for a golf cart accessible trail from the Country Club of Mount Dora to the Publix shopping center.
- Project will evaluate traffic control measures and aesthetic enhancements at the intersection of Limit Avenue and Grandview Street with Lake County Public Works and City of Mount Dora.
- Ownership of storm water management facilities shall be determined at Final PUD.
- Open space to be owned and maintained by the POA.
- Tree survey/mitigation plan to be provided at Final PUD.
- Types of residential units, densities, and land uses may be mixed within the PUD so long as the overall gross density conforms to the Comprehensive Plan.
- All existing billboards will be removed.
- All site development and review procedures shall follow the city's minimum standards and procedures unless otherwise contained in the preliminary PUD.



PARCEL 1:

FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 25 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVE, EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 330 FEET FOR THE POINT OF BEGINNING, RUN NORTH 06°00'00" EAST 1285 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, EAST ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, CONTINUE EAST 35 FEET, SOUTH TO THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVE, WEST ALONG SAID NORTH LINE OF LIMIT STREET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 06°13'21" EAST ALONG THE WEST LINE OF SECTION 20 A DISTANCE OF 25.14 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE, SAID NORTHERLY RIGHT OF WAY LINE LYING 25 FEET NORTH OF WHEN MEASURED PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, THENCE SOUTH 89°43'31" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 330 FEET TO THE SOUTHEAST CORNER OF THAT LAND IN ORB 1283 PG 2053 AND THE POINT OF BEGINNING, RUN NORTH 06°12'45" EAST 1261.96 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, NORTH 89°55'08" EAST ALONG SAID NORTH LINE 313.09 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SOUTH 05°14'23" WEST ALONG THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 810.16 FEET TO A POINT THAT IS 475 FEET NORTHERLY OF, WHEN MEASURED PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, THENCE NORTH 89°43'36" WEST PARALLEL WITH AND 475 FEET NORTH OF, WHEN MEASURED PERPENDICULAR TO, THE SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 110.55 FEET TO A POINT THAT IS 215 FEET EASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE SAID EAST LINE OF SAID LAND IN ORB 1283 PG 2053, SOUTH 06°12'45" WEST PARALLEL WITH AND 215 FEET EASTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE SAID EAST LINE OF LAND IN ORB 1283 PG 2053 A DISTANCE OF 452.43 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID LIMIT AVENUE, THENCE NORTH 89°43'46" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF LIMIT AVENUE A DISTANCE OF 216.16 FEET TO THE POINT OF BEGINNING.

PARCEL2:

TRACTS L AND N, SUNSET HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 34, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3:

FROM SW CORNER OF SE 1/4 OF SECTION 20 TOWNSHIP 19 RANGE 27 EAST RUN NORTH 89°43'35" WEST 178.61 FEET, NORTH 02°18'40" EAST 850 FEET, SOUTH 89°43'35" EAST 268.59 FEET, NORTH 49°59'25" EAST 142.41 FEET, NORTH 35°45'51" WEST 328.42 FEET, NORTH 54°14'09" EAST 78.70 FEET, NORTH 35°45'51" WEST 352.84 FEET, NORTH 49°59'25" EAST 387.11 FEET TO SOUTHWESTERLY R/W LINE OF US HWY 441, NORTH 40°01'00" WEST ALONG SAID HWY 125 FEET FOR POINT OF BEGINNING, RUN SOUTH 49°59'25" WEST 466.05 FEET, SOUTH 35°45'51" EAST 70.33 FEET, SOUTH 49°59'25" WEST 37.12 FEET, SOUTH 60°48'54" WEST 328.61 FEET, SOUTH 46°20'30" WEST 72.53 FEET TO NORTH LINE OF SE 1/4 OF SW 1/4, SOUTH 89°55'0" WEST TO SW CORNER OF NE 1/4 OF SW 1/4, NORTH ALONG SAID WEST LINE TO NW CORNER OF NE 1/4 OF SW 1/4, EAST ALONG SAID NORTH LINE TO A POINT SOUTHWESTERLY R/W LINE OF US HWY 441, SOUTHEASTERLY ALONG SAID SOUTHWESTERLY R/W LINE OF US HWY 441 TO POINT OF BEGINNING.

LESS AND EXCEPT:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 89°43'39" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 1294.62 FEET TO A POINT ON A LINE PARALLEL WITH AND 35 FEET EASTERLY OF THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, NORTH 04°15'18" EAST ALONG SAID PARALLEL LINE 1289.43 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, NORTH 89°55'08" EAST ALONG SAID NORTH LINE 448.95 FEET FOR THE POINT OF BEGINNING, THENCE NORTH 46°20'30" EAST 219.78 FEET, NORTH 60°48'54" EAST 624.77 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED IN ORB 1808 PG 1609, THENCE RUN SOUTH 49°59'27" WEST 256.45 FEET, SOUTH 35°45'51" EAST 70.33 FEET, SOUTH 49°59'25" WEST 37.12 FEET, SOUTH 60°48'54" WEST 328.61 FEET, SOUTH 46°20'30" WEST 72.56 FEET, SOUTH 89°55'00" WEST 181.34 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

SE 1/4 OF NW 1/4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LYING SOUTHWESTERLY OF US HWY 441.

PARCEL 5:

W 1/2 OF NW 1/4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LYING SOUTH OF HWY 441; LESS BEG AT W 1/4 CORNER RUN NORTH 02°55'30" WEST ALONG WEST LINE OF NW 1/4 567.89 FEET TO SOUTH R/W OF US HWY 441, RUN NORTH 87°22'0" EAST ALONG SAID SOUTH R/W LINE 530 FT, THENCE DEPARTING SAID SOUTH R/W LINE RUN SOUTH 02°55'30" EAST 312.84 FEET, SOUTH 87°22'0" WEST 60 FEET, SOUTH 02°55'30" EAST 255.8 FEET, SOUTH 87°27'30" WEST 470 FEET TO POINT OF BEGINNING.

PARCEL 6:

NE 1/4 OF SW 1/4 AND W 1/2 OF NW 1/4 OF SE 1/4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LYING NORTHEASTERLY OF US HWY 441.

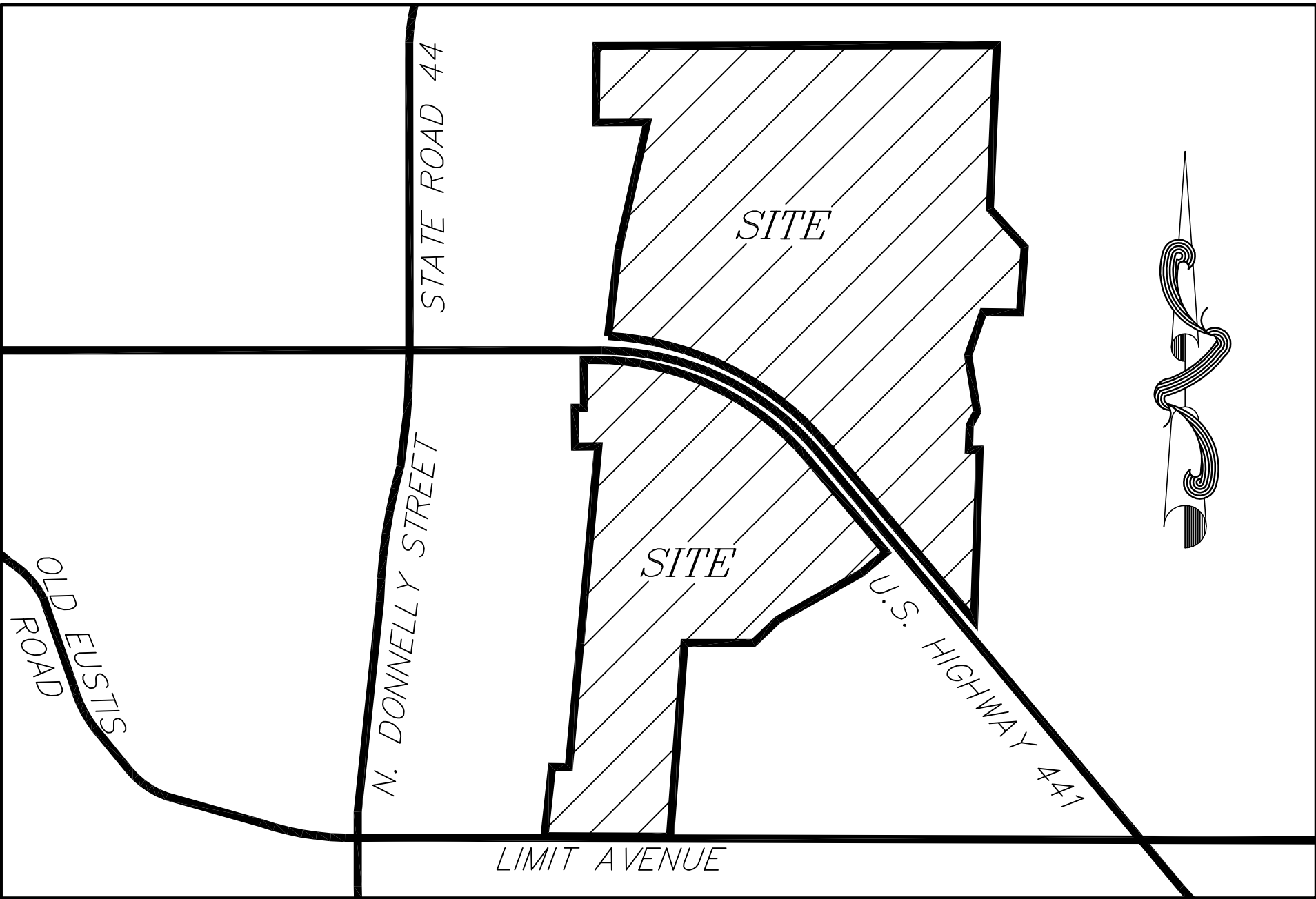
PARCEL 7:

FROM THE INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, AND THE NORTHERLY RIGHT OF WAY LINE OF US HIGHWAY 441, RUN EASTERLY ALONG THE NORTHERLY RIGHT OF WAY 87 FEET FOR THE POINT OF BEGINNING, RUN NORTH 06°29'00" EAST 568.50 FEET, NORTH 12°19'00" EAST 860 FEET, WEST PARALLEL WITH THE NORTH LINE OF SECTION 20 TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20, RUN NORTH ALONG SAID WEST LINE 495 FEET TO THE NORTH LINE OF SAID SECTION 20, EASTERLY ALONG THE NORTH LINE TO A POINT ON THE EAST LINE OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20, THENCE RUN SOUTHERLY ALONG SAID EAST LINE OF WEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20 TO THE POINT WHERE SAID EAST LINE INTERSECTS WITH THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 93 OF THE COUNTRY CLUB OF MOUNT DORA UNIT II PB 32 PG 42, THENCE SOUTH 42°36'45" EAST ALONG THE WESTERLY EXTENSION OF AND THE SOUTHERLY LINE OF SAID LOT 93 A DISTANCE OF 336.37 FEET, THENCE SOUTH 03°21'00" WEST 1319.06 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 20, THENCE RUN WESTERLY ALONG SAID SOUTH LINE 202 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, RUN SOUTHERLY ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 TO THE NORTHEASTERLY RIGHT OF WAY LINE OF HIGHWAY 441, RUN NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

FROM THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN NORTH 89°43'49" WEST ALONG THE SOUTH LINE OF SECTION 20 A DISTANCE OF 826 FEET TO THE INTERSECTION WITH THE CENTERLINE OF STATE ROAD 500, NORTH 40°01'41" WEST ALONG THE CENTERLINE 1750.67 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20, NORTH 01°52'24" EAST ALONG SAID WEST LINE 149.73 FEET TO A POINT ON THE EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD 500, CONTINUE NORTH 01°52'24" EAST ALONG SAID WEST LINE OF EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 1111.80 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 FOR THE POINT OF BEGINNING, RUN SOUTH 89°32'16" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 70.06 FEET, NORTH 01°52'24" EAST 156.80 FEET, NORTH 28°04'40" EAST 102.02 FEET, NORTH 09°02'50" WEST 371.53 FEET, NORTH 19°09'37" EAST 298.28 FEET, SOUTH 89°31'13" EAST 240.63 FEET TO A POINT ON THE WEST LINE OF THE COUNTRY CLUB OF MOUNT DORA UNIT 2 PB 32 PG 42, THENCE SOUTH 03°54'31" WEST ALONG SAID WEST LINE OF THE COUNTRY CLUB OF MOUNT DORA UNIT 2 A DISTANCE OF 145.67 FEET, SOUTH 03°54'31" WEST 747.59 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 20, THENCE SOUTH 89°32'16" WEST ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 202.31 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACTS OF LAND LIE IN LAKE COUNTY, FLORIDA AND CONTAIN 224.56 ACRES MORE OR LESS.



LOCATION MAP NOT TO SCALE

SURVEYOR'S NOTES:

- BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BEING NORTH 00°12'19" WEST.
 - THE "LEGAL DESCRIPTION" HEREON IS IN ACCORD WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
 - THERE MAY BE ENVIRONMENTAL ISSUES AND/OR OTHER MATTERS REGULATED BY VARIOUS DEPARTMENTS OF FEDERAL, STATE OR LOCAL GOVERNMENTS AFFECTING THE SUBJECT PROPERTY NOT SHOWN ON THIS SURVEY.
 - THIS SURVEY WAS PERFORMED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES LISTED HEREON AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.
 - THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 - UNLESS OTHERWISE NOTED OR SHOWN HEREON, APPARENT AND/OR VISIBLE, UNOBSTRUCTED, VISIBLE ABOVE GROUND IMPROVEMENTS WERE LOCATED. UNDERGROUND UTILITIES, FOUNDATIONS AND IMPROVEMENTS WERE NOT LOCATED, UNLESS SHOWN HEREON.
 - UNLESS OTHERWISE NOTED OR SHOWN HEREON, THERE ARE NO APPARENT AND/OR UNOBSTRUCTED, ABOVE GROUND ENCROACHMENTS. THE DISPOSITION OF ANY POTENTIAL ENCROACHING IMPROVEMENTS SHOWN IS BEYOND PROFESSIONAL PURVIEW AND SUBJECT TO LEGAL INTERPRETATION.
 - THE LANDS SHOWN HEREON LIE IN ZONE "X", DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AND ZONE A, DEFINED AS NO BASE FLOOD ELEVATION DETERMINED, ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 1204210359E, MAP NO. 12069C00359E, MAP REVISED DECEMBER 18, 2012. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THE LIMITS OF SAID ZONES ARE GRAPHICALLY DEPICTED HEREON AS NEAR AS MAY BE SCALED FROM SAID MAP.
 - THERE WAS NO VISUAL EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WITHIN THE SURVEYED LANDS.
 - ADJOINING PARCEL OWNER AND RECORDING INFORMATION DELINEATED HEREON WAS OBTAINED FROM THE LAKE COUNTY PROPERTY APPRAISER'S PUBLIC ACCESS SYSTEM.
 - THE SUBJECT PROPERTY IS CURRENTLY BEING USED AS A CITRUS GROVE
 - THERE WAS NO VISUAL EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WITHIN THE SURVEYED LANDS. THE SURVEYOR IS UNAWARE OF ANY PROPOSED CHANGES IN THE RIGHT-OF-WAY.
 - THE SUBJECT PROPERTY HAS ACCESS TO PUBLIC UTILITIES FROM THE PUBLIC STREETS ADJACENT TO THE SUBJECT PROPERTY.
 - THE SUBJECT PROPERTY ABUTS, WITHOUT GAPS, CORES OR STRIPS, AND HAS VEHICULAR AND PEDESTRIAN INGRESS TO AND EGRESS FROM U.S.HIGHWAY 441, WHICH IS COMPLETED, DEDICATED AND ACCEPTED PUBLIC RIGHT OF WAY.
 - EXCEPT AS SHOWN ON THE SURVEY, THE SUBJECT PROPERTY DOES NOT APPEAR TO SERVE ANY ADJOINING PROPERTY FOR UTILITIES, DRAINAGE, STRUCTURAL SUPPORT OR INGRESS OR EGRESS.
 - THERE IS NO OBSERVED EVIDENCE OF THE SITE BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
 - THE SURVEYOR WAS NOT PROVIDE A ZONING REPORT OR ANY INFORMATION REGARDING BUILDING SETBACKS, OR ANY OTHER RESTRICTIONS RELATED TO THE SURVEYED LANDS.
 - THERE ARE BUILDINGS ON THE SITE AND THEY ARE GRAPHICALLY SHOWN HEREON. THE BUILDINGS ARE SUBJECT TO DEMOLITION DUE TO FUTURE CONSTRUCTION.
 - ELEVATIONS SHOWN HEREON ARE BASED ON LAKE COUNTY SURVEY DEPARTMENT VERTICAL DATUM AND IS BASED ON BENCH MARK 1191 GP56 ELEVATION 172.64' AND BENCH MARK 1191 GPS ELEVATION 171.71'; NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
 - A POSSIBLE GAP AND OVERLAP EXIST ALONG THE WEST LINE OF PARCEL 7 WITH THE PLAT RECORDED OF PUBLIX-441 AND 44B AND THE PLAT OF SIMPSON COVE ESTATES AS MONUMENTED.
 - WE HAVE EXAMINED THE FURNISHED COMMITMENT TO INSURE TITLE, ORDER NO. 9749282, PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE AUGUST 16, 2021 AT 5:00 P.M. THOSE INSTRUMENTS INCLUDED IN "SCHEDULE B, SECTION II", OF THE COMMITMENT HAVE BEEN EXAMINED AND ARE REFLECTED HEREON TO THE EXTENT THEY AFFECT THE LANDS SURVEYED.
- EXCEPTIONS AS THEY APPEAR IN THE SUPPLIED COMMITMENT

- PHOSPHATE, MINERALS, METALS AND PETROLEUM RESERVATIONS AND RESERVATION OF ROAD RIGHTS OF WAY IN FAVOR OF THE STATE OF FLORIDA, THROUGH THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND, AS SET FORTH IN THAT CERTAIN DEED RECORDED IN DEED BOOK 225, PAGE 442. (NOTE: AS TO SAID RESERVATION, THE RESERVATION FOR MINING AND EXPLORATION HAVE BEEN MODIFIED BY THE RELEASE OF THE RIGHT OF ENTRY INTO THE INSURED PREMISES, AS CONTAINED IN SECTION 270.11 OF THE FLORIDA STATUTES). AFFECTS THE SUBJECT PROPERTY AS TO PARCEL 6. CANNOT BE SHOWN, BLANKET IN NATURE.
- DRAINAGE EASEMENT IN FAVOR OF THE STATE OF FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 118, PAGE 36. AFFECTS THE SUBJECT PROPERTY AND IS SHOWN AS CLOSE AS CAN BE DETERMINED FROM THE SUPPLIED DOCUMENT. DOCUMENT IS NOT LEGIBLE. (AS TO PARCEL 7)
- EASEMENT FOR STORM SEWER IN FAVOR OF THE STATE OF FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 120, PAGE 428. AFFECTS THE SUBJECT PROPERTY AND IS SHOWN AS CLOSE AS CAN BE DETERMINED FROM THE SUPPLIED DOCUMENT. DOCUMENT IS NOT LEGIBLE. (AS TO PARCEL 7)
- RIGHT-OF-WAY EASEMENT IN FAVOR OF SUMTER ELECTRIC COOPERATIVE, INC., RECORDED IN OFFICIAL RECORDS BOOK 348, PAGE 445. AFFECTS THE SUBJECT PROPERTY. CANNOT BE SHOWN, BLANKET IN NATURE.
- TERMS AND CONDITIONS CONTAINED IN MEMBERS PRODUCTION AND MARKETING AGREEMENT BETWEEN MOUNT DORA GROWERS COOPERATIVE AND MOUNT DORA GROVES CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 399, PAGE 36. AFFECTS THE SUBJECT PROPERTY. CANNOT BE SHOWN, BLANKET IN NATURE. (AS TO PARCEL 2)
- RIGHT-OF-WAY EASEMENT IN FAVOR OF SUMTER ELECTRIC COOPERATIVE, INC., RECORDED IN OFFICIAL RECORDS BOOK 444, PAGE 5. DOES NOT AFFECT THE SUBJECT PROPERTY.
- RIGHT-OF-WAY EASEMENT IN FAVOR OF SUMTER ELECTRIC COOPERATIVE, INC., RECORDED IN OFFICIAL RECORDS BOOK 446, PAGE 893. APPEARS TO AFFECT PARCEL 7. THE EXTENT OF THE AFFECT CANNOT BE DETERMINED, THE SUPPLIED DOCUMENT IS NOT LEGIBLE.
- TERMS AND CONDITIONS CONTAINED IN INTERLOCAL AGREEMENT BETWEEN THE CITY OF EUSTIS AND THE CITY OF MOUNT DORA RECORDED IN OFFICIAL RECORDS BOOK 1115, PAGE 2012. AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE SHOWN, BLANKET IN NATURE.
- GRANT OF EASEMENT IN FAVOR OF THE CITY OF MOUNT DORA RECORDED IN OFFICIAL RECORDS BOOK 1304, PAGE 2067. AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON. (AS TO PARCELS 4 AND 5).
- COVENANTS, CONDITIONS, RESTRICTIONS AND OTHER MATTERS AS SET FORTH IN DECLARATION OF RESTRICTIVE COVENANTS RECORDED IN OFFICIAL RECORDS BOOK 4843, PAGE 546. AFFECTS THE SUBJECT PROPERTY BUT CANNOT BE SHOWN, BLANKET IN NATURE. (AS TO PARCEL 6)
- EASEMENT IN FAVOR OF SUMTER ELECTRIC COOPERATIVE, INC. RECORDED IN OFFICIAL RECORDS BOOK 5017, PAGE 42. AS AFFECTED BY SUBORDINATION OF UTILITY INTERESTS RECORDED IN OFFICIAL RECORDS BOOK 5310, PAGE 2351. AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON. (AS TO PARCEL 7)
- PERPETUAL EASEMENT IN FAVOR OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN OFFICIAL RECORDS BOOK 5496, PAGE 1501.

CERTIFICATION:

TO: BROCHMAN, LLC, A FLORIDA LIMITED LIABILITY COMPANY, MOUNT DORA GROVES COMPANY, A FLORIDA CORPORATION, SIMPSON FAMILY PARTNERSHIP, LTD, A FLORIDA LIMITED PARTNERSHIP AND FIDELITY NATIONAL TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 8, 11, 13, 16, 17, OF TABLE A THEREOF.



16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
407 654-5355 *FAX 407 654-5356

ALTANSPS ALTA LAND TITLE
BOUNDARY, TOPOGRAPHIC AND
TREE SURVEY
OF
SIMPSON PARCELS
SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST
LAKE COUNTY, FLORIDA

FOR:
BERING 1, LLC

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, P.S.M. #6533

DATE REVISIONS

JOB # 20210606
DATE: SEPTEMBER 22, 2021
SCALE: 1"=100'
CALC BY: SEJ
FIELD BY: DH/TS
DRAWN BY: SEJ
CHECKED BY: JLR

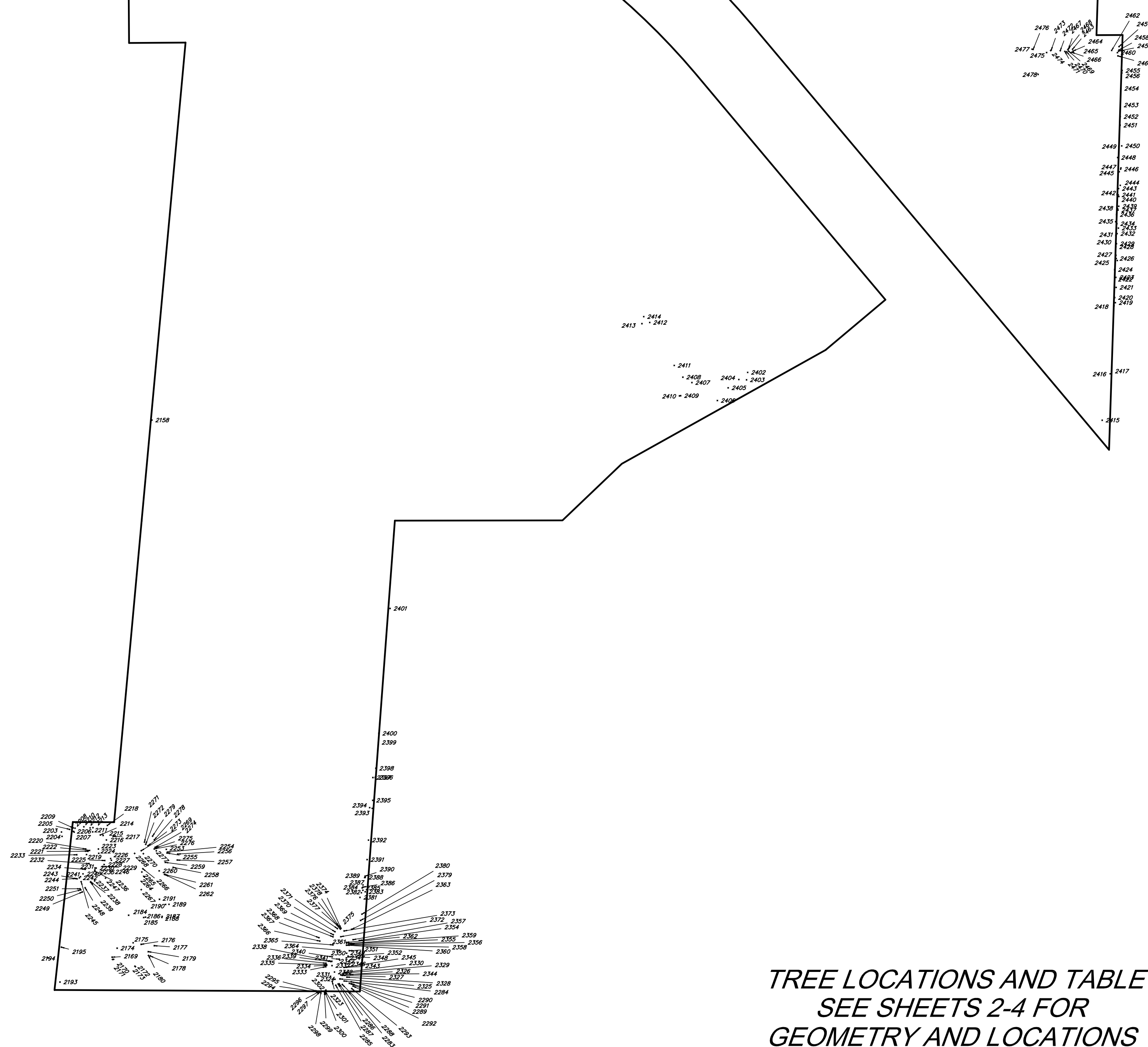
ALTA/NSPS ALTA LAND TITLE
BOUNDARY, TOPOGRAPHIC AND
TREE SURVEY
OF
SIMPSON FAMILY PARCELS
SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST
LAKE COUNTY, FLORIDA

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JOB # _____ 20210606
DATE: _____ SEPTEMBER 22, 2021
SCALE: _____ 1"=100'
CALC BY: _____ SEJ
FIELD BY: _____ DH/TS
DRAWN BY: _____ SEJ
CHECKED BY: _____ JLR







TREE LOCATIONS AND TABLE
 SEE SHEETS 2-4 FOR
 GEOMETRY AND LOCATIONS

TREE TABLE	
POINT NUMBER	TREE
2158	12" PALM
2169	13" PALM
2170	12" PALM
2171	13" PALM
2172	13" PALM
2173	14" PALM
2174	40" CAMPHOR
2175	8-2" OAK
2176	23" OAK
2177	24" OAK
2178	43" OAK
2179	28" OAK
2180	7" OAK
2181	25" CAMPHOR
2185	16" PALM
2186	27" OAK
2187	15" OAK
2188	8" PALM
2189	19" PALM
2190	9" OAK
2191	10" OAK
2193	CE 21
2194	16" PALM
2195	38" OAK
2203	24" CAMPHOR
2204	12-10-9" OAK
2205	9" CAMPHOR
2206	9" CAMPHOR
2207	9" CAMPHOR
2208	20" OAK
2209	12" PALM
2210	18" OAK
2211	20" OAK
2212	8-11" CAMPHOR
2213	12" OAK
2214	11" CAMPHOR
2215	10" OAK
2216	23" OAK
2217	26" OAK
2218	38" OAK
2219	12" OAK
2220	50" OAK
2221	16" OAK
2222	11" CAMPHOR
2223	10" OAK
2224	24" OAK
2225	14" OAK
2226	13" PALM
2227	10" OAK
2228	11" CAMPHOR
2229	12" CAMPHOR
2230	16" OAK
2231	9" OAK
2232	9" OAK
2233	20-28" OAK
2234	16" OAK
2235	10" OAK
2236	13" OAK
2237	14" PALM
2238	17" PALM
2239	9" OAK
2240	18" OAK
2241	28" OAK
2242	10" OAK
2243	17" PALM
2244	10-2" CAMPHOR
2245	11" CAMPHOR
2246	17" PALM
2247	19" PALM
2248	12" CAMPHOR
2249	17" OAK
2250	13" PALM
2251	14" CAMPHOR
2253	8" OAK
2254	14" OAK
2255	13" OAK
2256	18" PALM
2257	30" OAK
2258	15" OAK
2259	17" PALM
2260	10" OAK
2261	7" OAK
2262	18" PALM
2264	13" PALM
2265	11" OAK
2266	14" PALM
2267	24-30" OAK
2268	MIMOSA TREE 36
2269	13" OAK
2270	15" PALM
2271	10-8" OAK
2272	7" OAK
2273	6" OAK
2274	12" PALM
2275	13" PALM
2276	14" PALM
2277	14" PALM
2278	16" PALM
2279	12" PALM
2283	10" CAMPHOR
2284	15" PALM
2285	11" CAMPHOR
2286	14" CAMPHOR
2287	8" CAMPHOR
2288	18-30" CAMPHOR
2289	7" CAMPHOR
2290	8" CAMPHOR
2291	14" OAK
2292	9" CAMPHOR
2293	7" OAK
2294	7" OAK
2295	8" OAK
2296	10-10" OAK
2297	8" OAK
2298	10" OAK
2299	16" OAK
2300	7" OAK
2301	8" OAK
2302	10" OAK
2303	12" PALM
2304	8" CAMPHOR
2305	8" CAMPHOR
2306	7" CAMPHOR
2307	8" CAMPHOR
2308	7" CAMPHOR
2309	24" OAK
2310	7" OAK
2331	6" CAMPHOR
2332	12" CAMPHOR
2333	8" PALM
2334	14" PALM
2335	11" PALM
2336	6" PALM
2337	12" CAMPHOR
2338	13" CAMPHOR
2339	12" PALM
2340	11" PALM

TREE TABLE	
POINT NUMBER	TREE
2341	7" CAMPHOR
2342	7" OAK
2343	13" OAK
2344	6" CAMPHOR
2345	7" CAMPHOR
2346	7" CAMPHOR
2347	9" CAMPHOR
2348	10" PALM
2349	13" PALM
2350	8" PALM
2351	12" CAMPHOR
2352	13" PALM
2353	12" PALM
2354	6" OAK
2355	9" CAMPHOR
2356	9" CAMPHOR
2357	6" CAMPHOR
2358	6" PALM
2359	11" PALM
2360	12" PALM
2361	14" PALM
2362	20" CAMPHOR
2363	9" CAMPHOR
2364	14" PALM
2365	6" CAMPHOR
2366	9" CAMPHOR
2367	9" PALM
2368	8" PALM
2369	10" PALM
2370	19" OAK
2371	6" OAK
2372	9" CAMPHOR
2373	6" CAMPHOR
2374	13" OAK
2375	6" OAK
2376	7" OAK
2377	7" OAK
2378	7" OAK
2379	24" OAK
2380	15" PALM
2381	8" OAK
2382	13" OAK
2383	6" OAK
2384	9" CAMPHOR
2385	7" OAK
2386	8" OAK
2387	7" OAK
2388	7" OAK
2389	22" OAK
2390	7" OAK
2391	10" PALM
2392	14" OAK
2393	6" OAK
2394	8" OAK
2395	12" OAK
2396	8" OAK
2397	11" PALM
2398	11" PALM
2399	10" CAMPHOR
2400	13" PALM
2401	10" OAK
2402	11" OAK
2403	12" OAK
2404	13" PALM
2405	13" PALM
2406	13" PALM
2407	14" PALM
2408	13" PALM
2409	13" PALM
2410	11" PALM
2411	8" OAK
2412	14" PALM
2413	6" PALM
2414	8" PALM
2415	30" OAK
2416	15" OAK
2417	16" PALM
2418	13" PALM
2419	18" PALM
2420	13" PALM
2421	25" OAK
2422	14" OAK
2423	19" PALM
2424	24" OAK
2425	21" OAK
2426	9" OAK
2427	17" OAK
2428	6" OAK
2429	8" OAK
2430	7" OAK
2431	12" PALM
2432	12" OAK
2433	30" OAK
2434	8" PALM
2435	10" PALM
2436	15" OAK
2437	9" PALM
2438	10" PALM
2439	26" OAK
2440	13" PALM
2441	13" PALM
2442	11" PALM
2443	13" PALM
2444	15" PALM
2445	12" PALM
2446	24" OAK
2447	10" PALM
2448	13" PALM
2449	26" OAK
2450	11" CAMPHOR
2451	7" OAK
2452	12" OAK
2453	14" OAK
2454	13" OAK
2455	13" PALM
2456	11" OAK
2457	9" CAMPHOR
2458	8" CAMPHOR
2459	24" OAK
2460	14" CAMPHOR
2461	9" OAK
2462	9" OAK
2463	10" PALM
2464	8" OAK
2465	6" OAK
2466	6" OAK
2467	13" CAMPHOR
2468	13" PALM
2469	12" PALM
2470	28" OAK
2471	7" OAK
2472	28" OAK
2473	23" OAK
2474	12" PALM
2475	6" OAK
2476	18" OAK
2477	28" OAK
2478	14" PALM



16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 3478
407 654-5355 *FAX 407 654-535

ALTA/NSPS ALTA LAND TITLE
BOUNDARY, TOPOGRAPHIC AND
TREE SURVEY
OF
SIMPSON FAMILY PARCELS
SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST
COUNTY OF SASKATOON, SASKATCHEWAN

FOR:
BERING 1, LLC

[illegible]

JOB # 20210606
DATE: SEPTEMBER 22, 2021
SCALE: 1"=200'
CALC BY: SEJ
FIELD BY: DH/TS
DRAWN BY: SEJ
CHECKED BY: JLR



CITY OF MOUNT DORA

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

DATE: January 18, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request approval of First Reading of Ordinance No. 2022-01, PUD Master Plan 2nd Amendment for Donnelly Woods

Introduction:

This is a request for City Council to approve the first reading of Ordinance No. 2022-01 and hold the hearing for the second reading and adoption.

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Public Hearing
Discussion
Council Action

Discussion:

Further rezoning descriptions and details are contained in Attachment #1 (Planning and Zoning Commission Staff Report). Legal advertisements for the adoption hearing are included in Attachment #2. The master planned community is located on the east of Donnelly and the north side of Limit Avenue. The project has a total site area of approximately 16.69 acres for a two-phase development: Phase one includes six office buildings fronting Limit Avenue and phase two will be developed as a multiple-family community.

The proposed changes to the PUD Master Plan include the following items:

- 1) Multiple-Family from 112 units to 164 units. Senior Housing Type Residents;
- 2) Multiple-Family Building Height from 3-Stories 45 feet to 4-Stories 55 feet;
- 3) Multiple-Family parking ratio from 2 spaces per unit to 1.4 spaces per unit;
- 4) Multiple-Family Architectural Elevations;
- 5) Total Open Spaces from 0.55% to 0.62% (required is 0.25%);
- 6) New Donnelly Street ingress/egress;

- 7) Phase 1 Office Site Plan expiration date within one year from adoption date of the PUD Amendment Ordinance; and
- 8) Traffic Impact Study required the submittal of the Phase 2 site plan.

The sequence of events leading to the presentation to the City Council are as follows:

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on December 15, 2021, recommended approval (vote 6-0) of the PUD Master Plan 2nd Amendment.

The Development Review Committee (DRC) on November 24, 2021, recommended approval with conditions of the proposed PUD Master Plan 2nd Amendment.

Budget Impact:

There are no budgetary impacts on the City relative to the processing of the rezoning action.

Strategic Impact:

PUD Master Plan 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 residential development.

Recommendation City Council to approve First Reading of Ordinance No. 2022-01 and hold a hearing for second reading and adoption.

Attachment(s):

1. Attachment 1 PZC Staff Report Donnelly Woods PUD Amendment (ADA)
2. Attachment 2 Legal Ad Publication (ADA)
3. Ordinance 2022-01 2nd Amendment Donnelly Woods.SGS
4. Exhibit B PUD Master Plan 2nd Amendment

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 1/10/2022

Approved - 1/11/2022

Approved - 1/11/2022

Final Approval - 1/12/2022



**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@cityofmounddora.com

DATE: December 15, 2021

TO: Planning and Zoning Commission

FROM: Development Review Committee
 Vince Sandersfeld, Planning Director

RE: Request for 2nd PUD Amendment; Donnelly Woods (Project Name); 16.69 Acres (Site Area); East of Donnelly and North side of Limit Avenue. Site Address: 115 Limit Avenue (Location); Green Consulting Group, Inc. (Applicant); GC Development of Lake County, Inc. (Owners). Project No. PUD21-04AD

Recommendation:

Staff recommends approval of the above-referenced request.

Reference/Support:

Sections 3.4.5 of the City's *Land Development Code*
 Resolution 2019-131 Preliminary PUD October 1, 2019
 Ordinance No. 2020-02 Final PUD May 5, 2020
 Ordinance No. 2021-02 1st PUD Amendment March 16, 2021

Background:

SITE SUMMARY:

Applicant: Green Consulting Group, Inc – Timothy Green
Owner: GC Development of Lake County, Inc. – Gerard G. Guenther, Jr.
Existing Use: Vacant Land (Wooded)
Proposed Use: Professional Office and Multiple-Family (Apartment) Residential
 MF Units: 164
 Office: 24,000 sf
Building Height: MF: 55 feet (4-Stories)
 Office: 35 feet
Current Zoning: Planned Unit Development (PUD)
Site Area: 2.22 Overall Wetlands acres
 16.69 Total Acres (both parcels/phases)

Surrounding Property Table:

<u>Direction</u>	<u>City/County</u>	<u>FLU</u>	<u>Zoning</u>	<u>Existing Use(s)</u>
North	City	High Density	PUD	Assisted Living and Retirement
South	City	Medium Density	R-2	Single Family Dwellings
East	City	PLI	PLI	City Water Plant
West	City	CSRV/LD	PLI/ R-1A	Vacant Lands/SFR

Planning and Zoning Commission Meeting December 15, 2021

PUD Amendment Donnelly Woods

Page 2

Donnelly Woods Final Planned Unit Development (PUD) was approved by Ordinance 2020-02 on May 5, 2020. The PUD Master Plan was amended by Ordinance No. 2021-02 on March 16, 2021. The 1st Amendment included additional office architectural design standards and remove the beatification contribution aspect.

The master planned community is located on the east of Donnelly and the north side of Limit Avenue (see attached Vicinity Map). The project has a total site area of approximately 16.69 acres for a two phase development: Phase one includes six office buildings fronting Limit Avenue and phase two will be developed as multiple-family.

The proposed changes to the PUD Master Plan include the following items:

- 1) Multiple-Family from 112 units to 164 units
Senior Housing Type Residents
- 2) Multiple-Family Building Height from 3-Stories 45 feet to 4-Stories 55 feet
- 3) Multiple-Family parking ratio from 2 spaces per unit to 1.4 spaces per unit
- 4) Multiple-Family Architectural Elevations.
- 5) Total Open Spaces from 0.55% to 0.62% (required is 0.25%)
- 6) New Donnelly Street ingress/egress.
- 7) Phase 1 Office Site Plan expiration date within one year from adoption date of the PUD Amendment Ordinance.
- 8) Traffic Impact Study required with submittal of Phase 2 site plan.

Attachments:

Vicinity Map

Application

CPH Traffic Memo Dated November 15, 2021

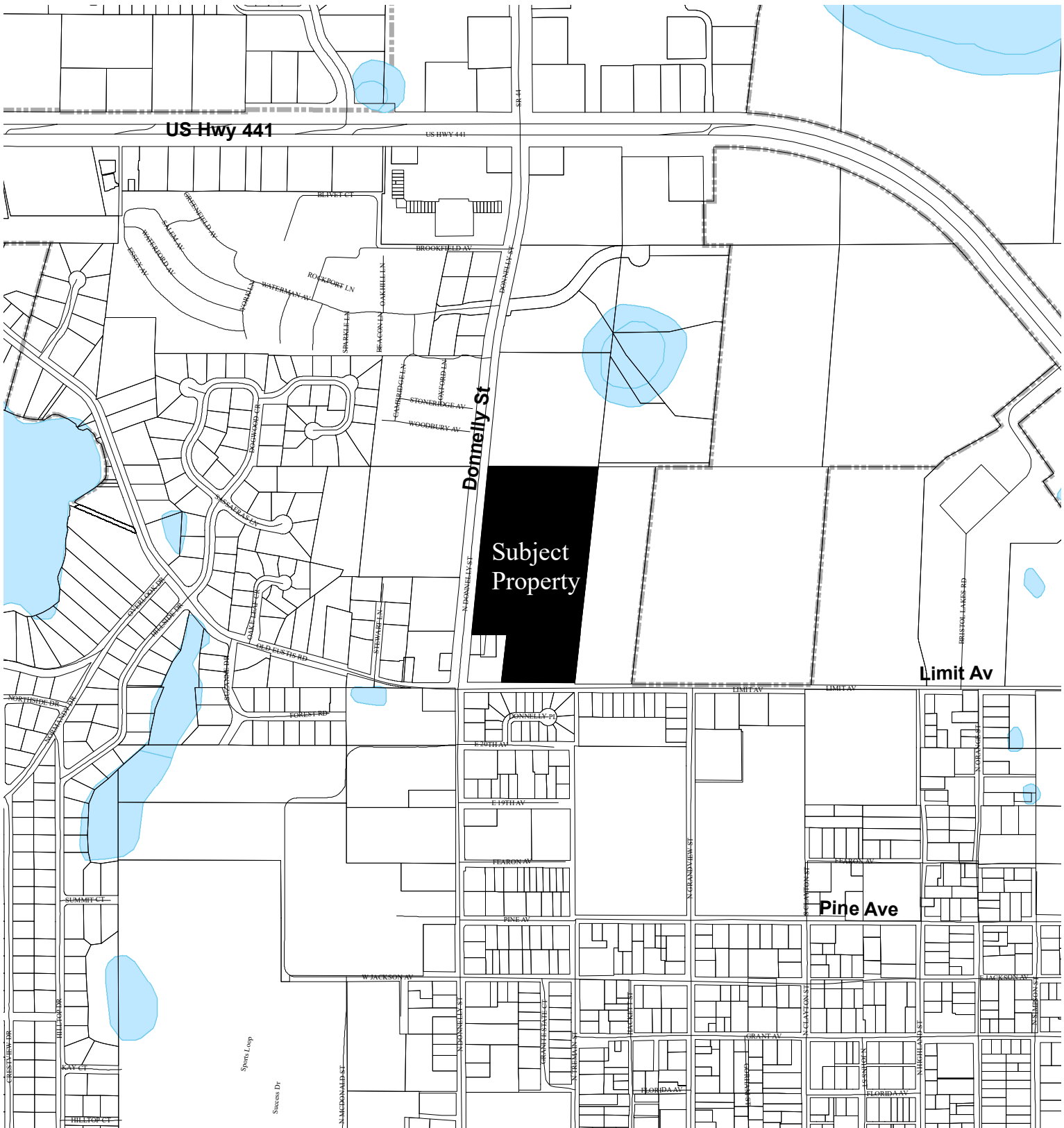
PUD Master Plan Amendment

Vicinity Map Donnelly Woods

Legend

- Donnelly Woods
- City Limits

N



RECEIVED

By RagusaE at 4:04 pm, Nov 01, 2021



**CITY OF
MOUNT
DORA**

PUD21-04AD

**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@cityofmounddora.com**

PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT APPLICATION

Date: November 1, 2021 Project Name: Donnelly Woods

Amendment: (1st, 2nd, 3rd, 1st)

1. Applicant's Name: Timothy W Green
 Company's Name: Green Consulting Group, Inc.
 Address: 4070 United Avenue
 City, State & Zip: Mount Dora, FL 32757
 Phone: 352-357-9241 E-mail: tgreen@greenconsultinggroup.com

2. Property Owner's Name(s): GC Development of Lake County, Inc.
 Company's Name: GC Development of Lake County, Inc.
 Address: P.O. Box 1273
 City, State & Zip: Mount Dora, FL 32757
 Phone: 352-397-4869 E-mail: Jake.guenther@g3development.com

3. Engineer's Name: Chuck Hiott PE
 Company's Name: HALFF Inc.
 Address: 903 North Sinclair Avenue
 City, State & Zip: Tavares, FL 32778
 Phone: 352-343-8481 E-mail: chiott@halff.com

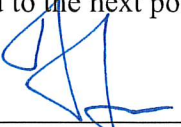
4. Landscape Architect: Timothy W Green ASLA, AICP, LEED AP
 Company's Name: Green Consulting Group, Inc.
 Address: 4070 United Avenue
 City, State & Zip: Mount Dora, FL 32757
 Phone: 352-357-9241 E-mail: tgreen@greenconsultinggroup.com

ATTACHMENT #1

5. The property generally located and list adjacent streets: East of N Donnelly St and North of Limit Ave
6. Size of property in Acres: 16.76 Square Feet: 730,065.6
7. Zoning District: PUD Future Land Use Category: Low / Medium Density Residential
8. Provide description of the proposed use: PUD with office buildings and 166 MF dwellings for senior housing
9. State the reason for this request (attach written summary if additional space is needed):
Amend the existing PUD to allow for 166
Multifamily Senior apartments and direct access to Donnelly Street
10. Has an application been filed within the last 12 months (describe, if yes)? No
11. Provide justification (include data, analysis, etc): Change in the Markert of the area
for additional senior housing oppourtunities increase units to 18 DU as alowed on the northern site.

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. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.



Owner/Applicant Signature

11/1/21

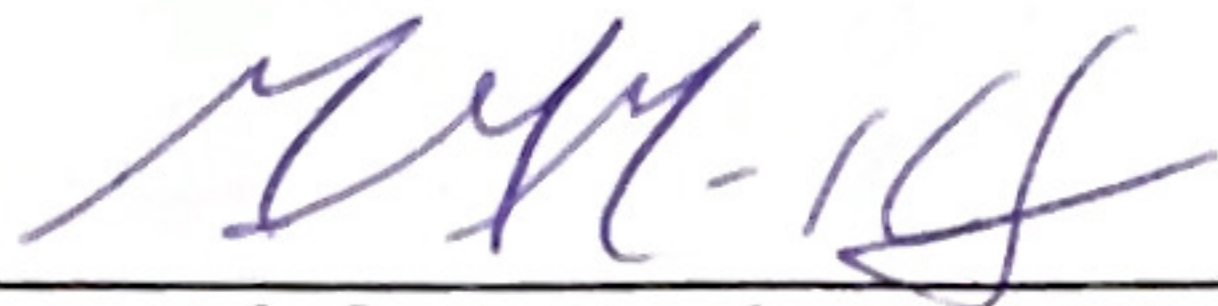
Date

AGENT LETTER

TO: City of Mount Dora Planning & Development Department

This will serve as written authorization for Timothy W. Green, ASLA, AICP, LEED AP, President of Green Consulting Group, Inc. to act as agent for the purpose of submitting and processing of a PUD Amendment Application for Lot 1 and 2 of Victoria Place per Plat Book 59, Page 59 of the Public Records of Lake County.

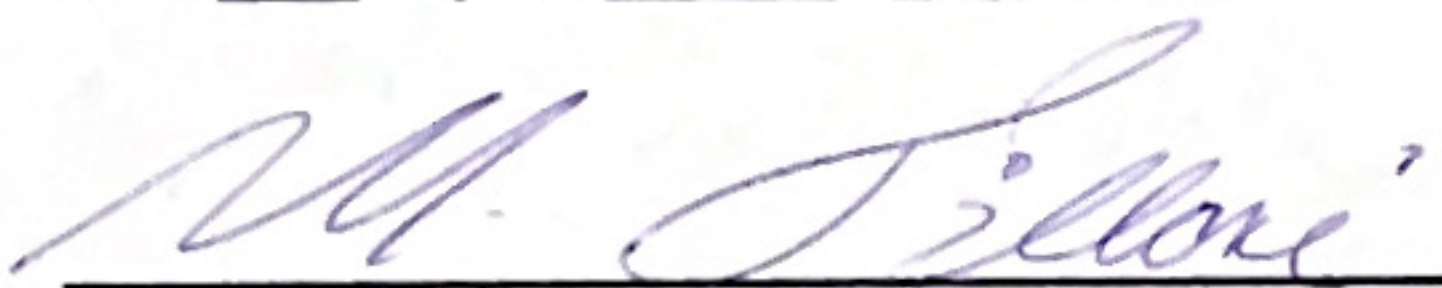
Signed:


Gerard G Guenther Jr

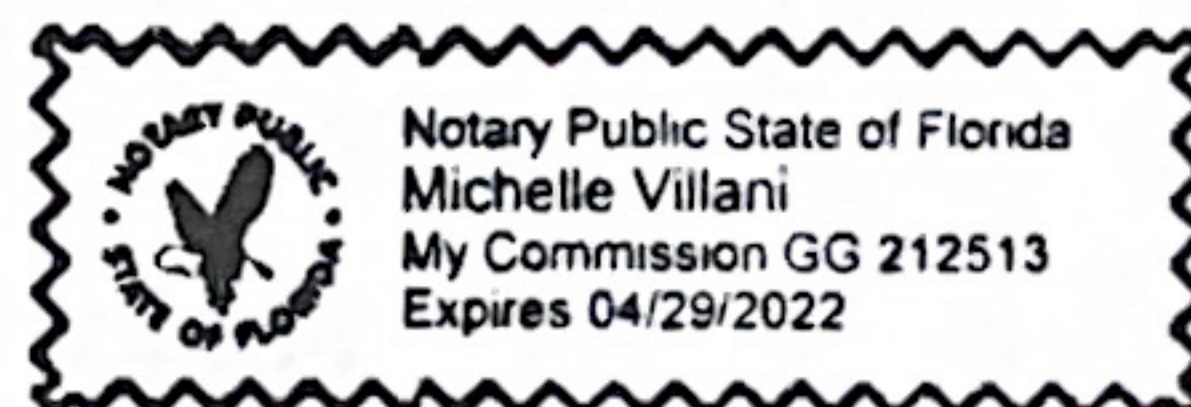
Date: 10-28-2021

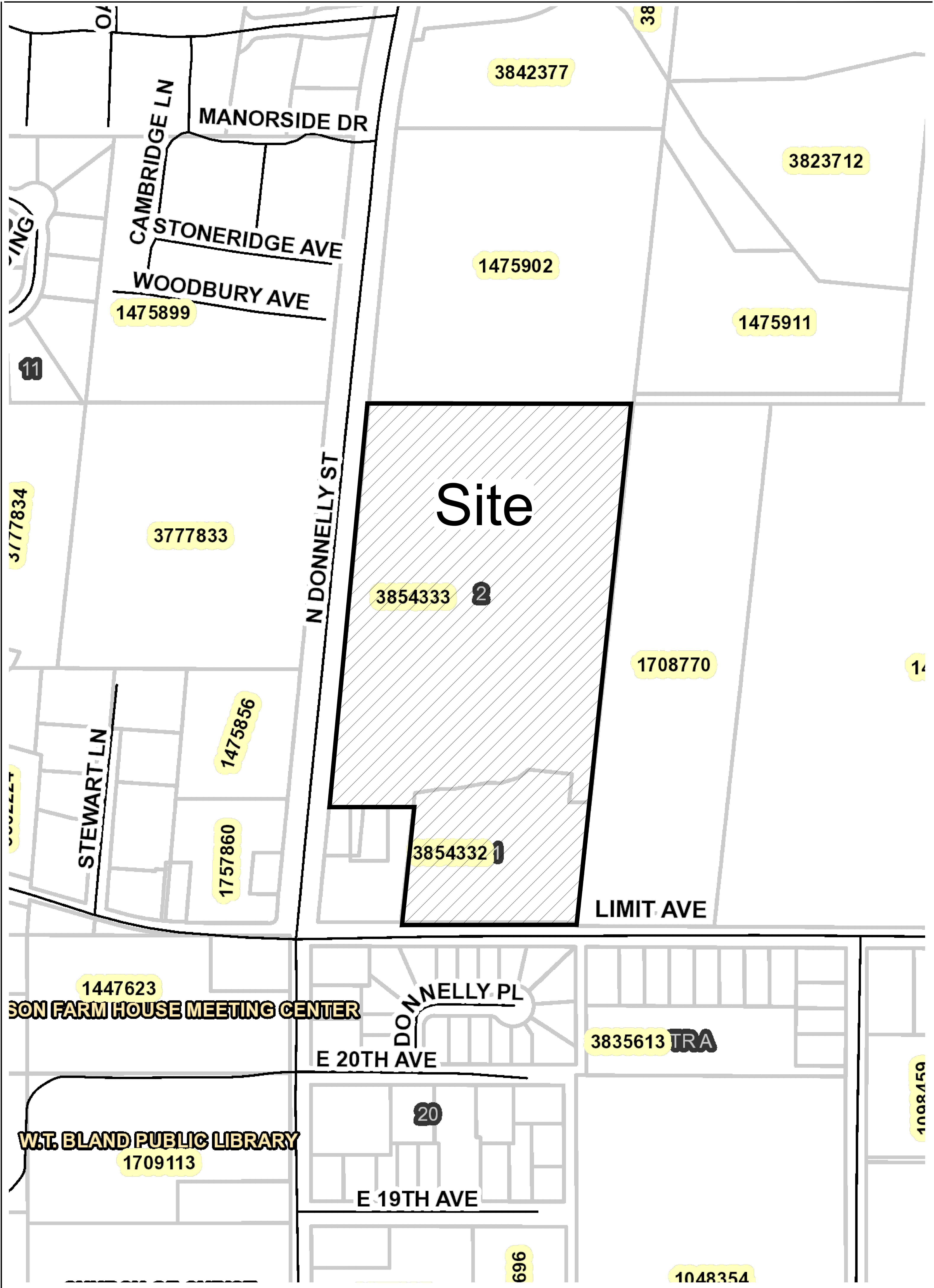
NOTARY PUBLIC
STATE OF Florida

Before me, the undersigned authority, personally appeared Gerard G Guenther Jr who acknowledges that he is appointing Timothy W. Green to act as his agent for the purpose of submitting a PUD Amendment Application for the above referenced property and that he did _____ or did not ☒ take an oath. Gerard G Guenther Jr is known to me ☒ or produced identification (type) _____ on this 28th day of October, 2021.



Notary Public – State of Florida

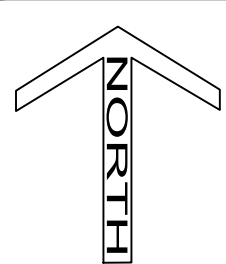




Location Map

Donnelly Woods
Mount Dora, Florida

Drawing Number: 1410-23
Originated From: 1410-22
Date: November 4, 2019
Scale: 1" = 50'
Drawn By: JMA
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

Prepared by and return to:
Melanie H. Adams
Brokers Title of Longwood I, LLC
1110 Douglas Ave., Ste. 3000
Altamonte Springs, FL 32714

Property Appraiser's ID #: 19-19-27-0070-000-00100
Property Appraiser's ID #: 19-19-27-0070-000-00200

STATUTORY WARRANTY DEED

This indenture, made this 31st day of January, 2019, A.D., between Donnelly Woods Inc., Florida corporation, whose address is: 3387 Park Grove Court, Orlando, FL 32804 party of the first part, and GC Development of Lake County, Inc., a Florida corporation, whose address is:

P. O. Box 1273, Mt. Dora, FL 32756 party of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of \$10.00 (Ten) dollars, to her or him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, her or his heirs and assigns forever, the following described land, to wit:

Lots 1 and 2 of VICTORIA PLACE, according to the map or plat thereof as recorded in Plat Book 59, Page 59, of the Public Records of Lake County, Florida.

And the said party of the first part does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Signed, sealed and delivered as to all Grantors
in the presence of:

Signed, sealed and delivered as to all Grantors
in the presence of:

Donnelly Woods, Inc., a Florida corporation

Witness:

By Joseph B. Hursh, its President

Witness Print Name:

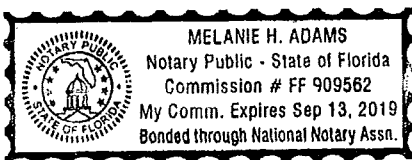
Witness

Witness Print Name:

State of Florida
County of Seminole

The foregoing instrument was acknowledged before me, a Notary Public, this 31st of Jan., 2019, by Joseph B. Hursh, as President of Donnelly Woods, Inc., who () was/were personally known to me, or (v) presented the following identification: FLDL.

My Commission Expires:



Signature of Notary

MELANIE H. ADAMS



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: November 11, 2021
To: Vince Sandersfeld
Organization: City of Mount Dora
From: Sandra Gorman, PE
Re: Traffic Impact Study – Proposed Methodology Letter
Donnelly Woods
Traffic Mobility Consultants

As requested, CPH has reviewed the methodology statement submitted for the Traffic Impact Analysis for the proposed Donnelly Woods Senior Living Facility prepared by Traffic Mobility Consultants dated November 1, 2021 and offer the following comments:

- 1) A Tier 2 Traffic Impact Study is required based upon the trip generation calculations.
- 2) Include a map highlighting the study area. The City of Mount Dora dictates that the study area include roadways within ½ the travel distance for the proposed use from the Lake County Impact Fee Schedule.
- 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) Driveway analysis is required and should include an evaluation for the need of turn lanes into the project.
- 6) Please note any roadway projects within the study area that are within the first 3 years of the work program.
- 7) A queue analysis should be included in the intersection analysis to identify adequacy of existing turn lanes for existing, background and future conditions.



- 8) 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.
- 9) Because of impact of the pandemic on traffic volumes, please use 2021 roadway volumes (if available) from Lake County or FDOT. If 2021 volumes are not available, please use 2019 volumes with the appropriate growth rate.
- 10) Growth rate calculations should utilize data through 2019 to eliminate the impact of the pandemic on the calculations. A minimum of 2% growth rate should be applied to traffic projections.
- 11) For the intersections, please use the peak season correction factors published by FDOT for 2019. The 2020 factors should not be used because of the closures associated with the pandemic.

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.

2nd PUD Amendment
for
Donnelly Woods
Mount Dora, Florida

Project Team:

Planner / Landscape Architect

Green Consulting Group, Inc.
4070 United Ave
Mount Dora, Florida 32757
(352) 357-9241

Owner

GC Development of Lake County, Inc.
P.O. Box 1273
Mount Dora, FL 32756
352-397-4869

Developer

Liberty Senior Living
2334 South 41st Street
Wilmington, NC 28403
(205) 864-5091

Civil Engineer

HALFF
902 North Sinclair Ave
Tavares, Florida 32778
(352) 343-8481

Traffic Engineer

Traffic & Mobility Consultants, LLC
3101 Maguire Boulevard Suite 265
Orlando, Florida 32803
(407) 531-5332

Architect

Meeks Partners
16000 Memorial Drive Suite 100
Houston, Texas 77079
(281) 558-8787

Surveyor

Freeland Clinkscales + Associates Inc. of NC
1910 S Grove St
Eustis, Florida 32726
(352) 357-0415

Index of Sheets:

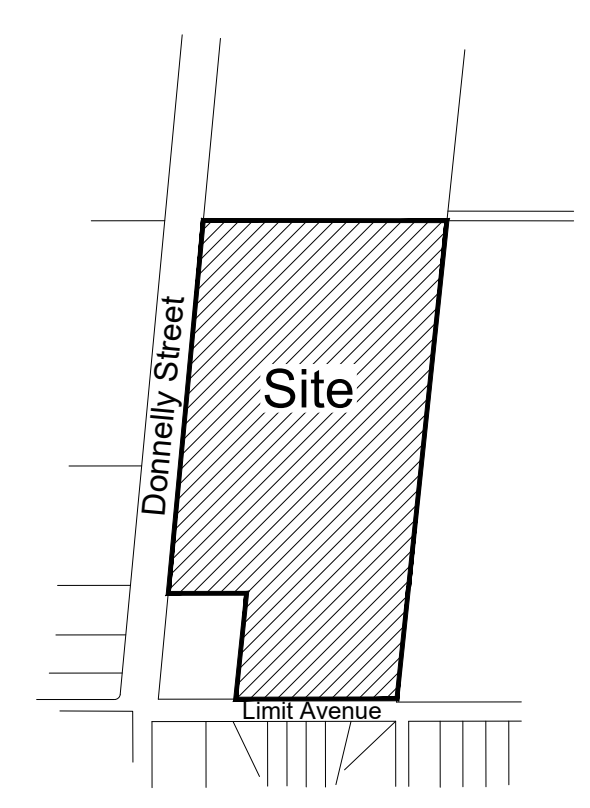
Cover:	1 of 5
Final Master Plan:	2 of 5
Final Detail Sheet:	3 of 5
Conceptual Landscape:	4 of 5
Conceptual Landscape Details:	5 of 5
Architecture Preliminary Plan:	
Color Rendering:	
Unit Plans:	A-02 and A-03
Building Plans:	A-04 and A-05
Exterior Elevations:	A-06 and A-07
Survey:	Survey

Legal Description:

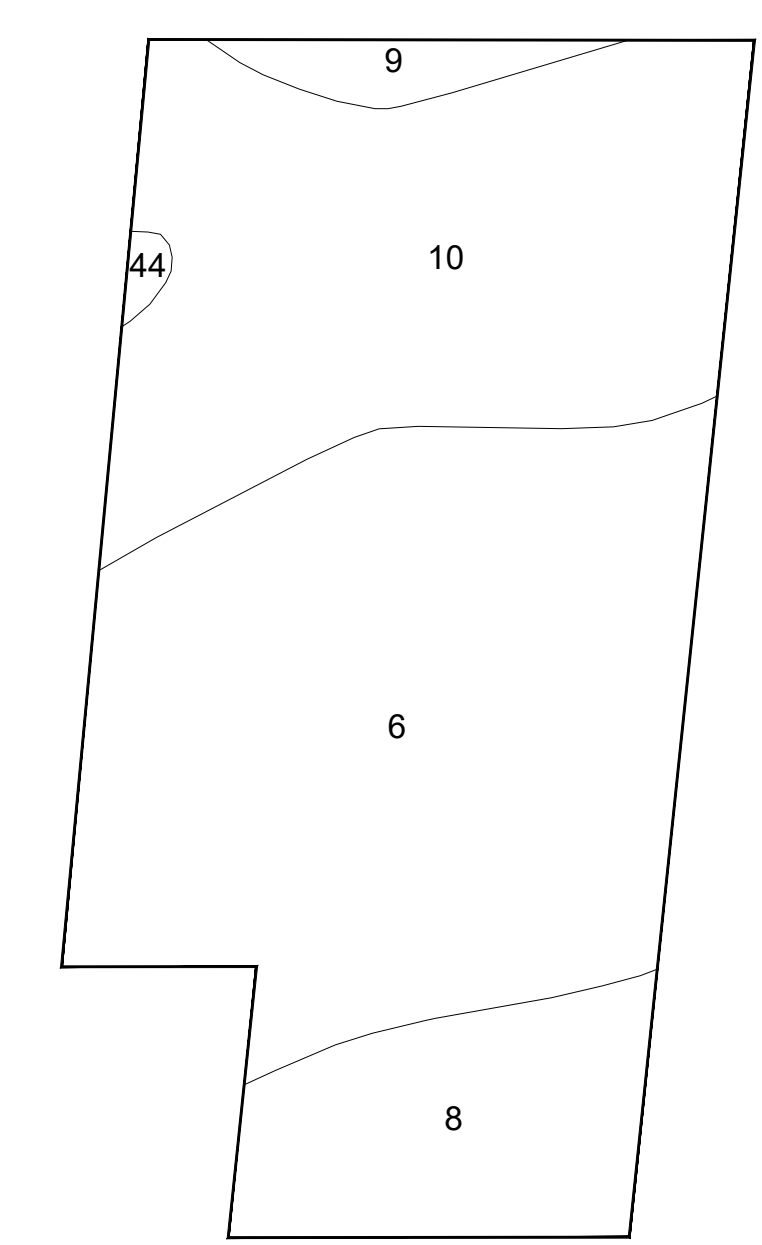
LOTS 1 AND 2 OF VICTORIA PLACE, ACCORDING TO THE
MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 59,
PAGE 59, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Parcel ID Numbers:

Lot 1:	
Parcel Number:	19-19-27-0070-000-00100
Alternate Key:	3854332
Lot 2:	
Parcel Number:	19-19-27-0070-000-00200
Alternate Key:	3854333

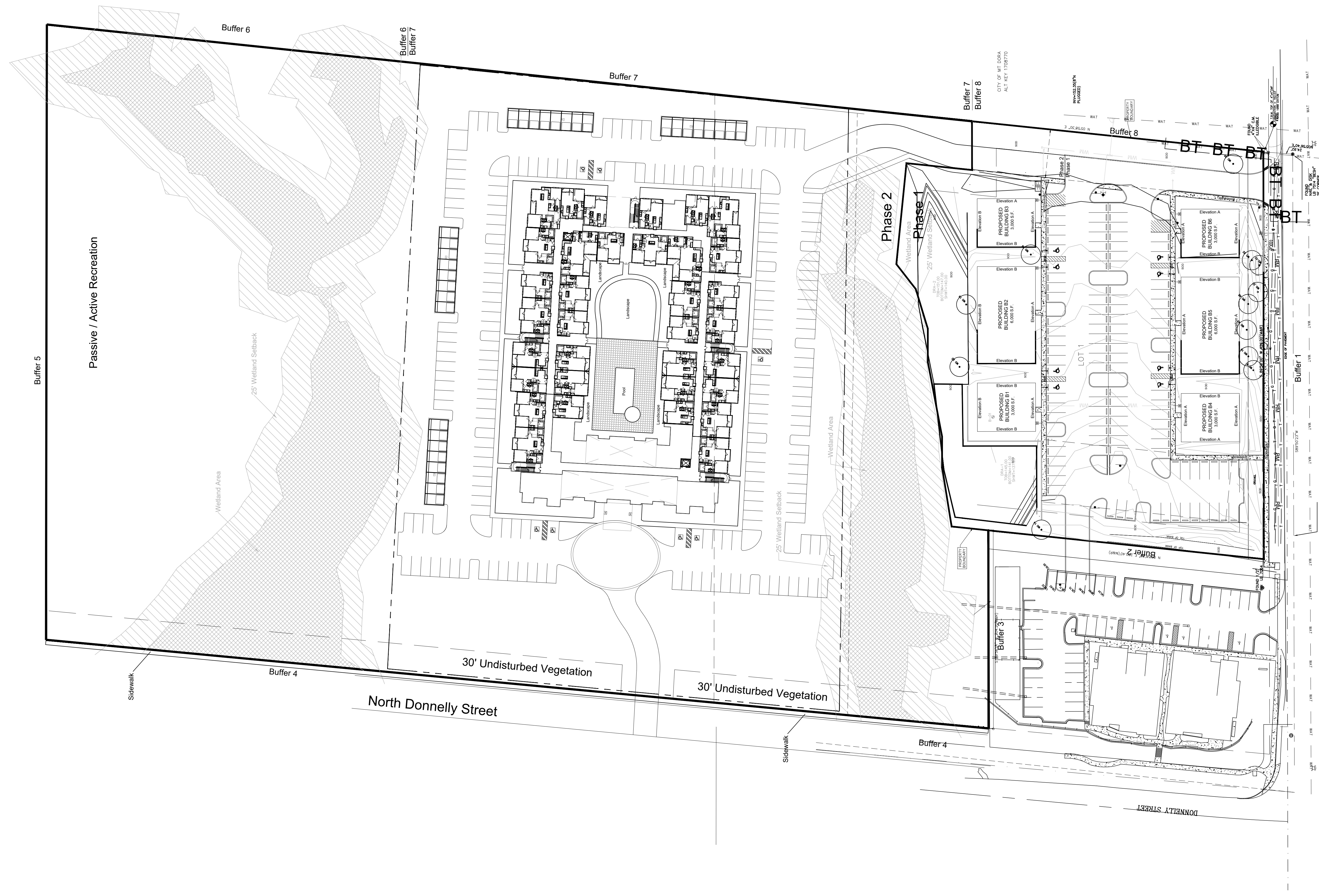


Location Map
Scale: 1" = 500'



Soils Map
NTS

Soils Map:
6 - Apopka Sand, 5 to 12 percent slopes
8 - Candler sand, 0 to 5 percent slopes
9 - Candler sand, 5 to 12 percent slopes
10 - Candler sand, 5 to 12 percent slopes
44 - Swamp



Final Master Plan

Donnelly Woods PUD
Mount Dora, Florida

Drawing Number: 1585-02
Originated From: 1585-01
Date: December 3, 2021
Scale: 1" = 50'
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

OWNER
GC Development of Lake County, Inc.
P.O. Box 1273
Mount Dora, FL 32756
(352) 397-4869

DEVELOPER
Liberty Senior Living
2334 South 41st Street
Wilmington, NC 28403
(205) 864-5091

NOTES:
Phase 1 = Lot 1
Phase 2 = Lot 2 & Limit Connection

TOTAL SITE:
Phase 1: 3.32 AC
Phase 2: 13.37 AC
Total PUD: 16.69 AC

EXISTING FUTURE LAND USE:
Phase 1: Residential Professional / Office
Phase 2: Low / Medium Density Residential
Phase 2: High Density Residential

PROPOSED USES:
Phase 1: Office Professional
Phase 1 permitted use shall follow those listed within the City's OP (Office Professional) Zoning District and includes Gym / Fitness Facilities.
Phase 2: Multi Family Residential

ZONING:
Phase 1: Existing PUD
Phase 2: Existing PUD

RESIDENTIAL
Multi - Family:
1 - 326' ± X 214' ± Building
164 Dwellings

DENSITY:
Maximum Density:
Total Site 13.37 AC (less undevelopable area):
10.00 AC - 1.53 AC Wetlands = 8.47 AC
8.47 AC X 18 = 152.46 du/ac
3.37 AC - 0.67 AC Wetlands = 2.70 AC
2.70 AC X 4 = 10.80 du/ac
152.46 + 10.80 = 163.26
Proposed Density:
164 Proposed Dwelling Units
164 / 16.69 = 9.83 du/ac

IMPERVIOUS SURFACE AREA ALLOWED: 0.68
Phase 1: 3.32 AC X 0.8 = 2.66 AC
Phase 2: 13.37 AC X 0.65 = 8.69 AC
Total PUD: 16.69 AC X 0.68 = 11.35 AC

IMPERVIOUS SURFACE AREA PROPOSED: 0.36
Phase 1: 3.32 AC X 0.65 = 2.16 AC
Phase 2: 13.37 AC X 0.29 = 3.88 AC
Total PUD: 16.69 AC X 0.36 = 6.04 AC

MAXIMUM PROPOSED BUILDING HEIGHT:
Phase 1: Office Professional Services: 35'
Phase 2: Multi - Family: 4 Story - 55'

BUILDING SETBACK MINIMUMS:

Buffer	Standard for Existing Zoning	PUD
1	25'	15'
2	10'	80'
3	10'	80'
4	25'	50'
5	25'	100'
6	10'	40'
7	10'	40'
8	10'	40'

ARCHITECTURAL:
Phase 1 subject to LDC Section 6.13 Commercial Architectural and Site Design Requirements
Phase 2: See attached schematic plans.
Retaining wall height not to exceed 10'.

TYPE OF PLANNED UNIT DEVELOPMENT:
Mixed Use
Multi Family Residential
Dwelling Size (Living Area):
Apartment - Minimum: 687 sq.ft
164 Units
TOTAL DWELLING UNITS: 164
Office Professional
24,000 SQ FT

LIGHTING:
To be designed with Dark Sky Principles
Parking light poles and fixtures to be decorative in type

WETLANDS:
Phase 1: 0 AC
Phase 2: 2.22 AC
Total PUD: 2.22 AC

DEVELOPABLE AREA (less undevelopable area):
Phase 1: 3.32 AC
Phase 2: 11.15 AC
Total PUD: 14.47 AC

THE EXISTING SITE CONTAINS
Wetlands & Existing Natural Vegetation
The final engineering will provide for the natural stream flow through the site.

REQUIRED OPEN SPACE: 0.25
Phase 1: 3.32 AC X 0.25 = 0.83 AC
Phase 2: 13.37 AC X 0.25 = 3.34 AC
Total PUD: 16.69 AC X 0.25 = 4.17 AC

PROPOSED OPEN SPACE: 0.62
Phase 1: 3.32 AC X 0.25 = 0.83 AC
Phase 2: 13.37 AC X 0.72 = 9.56 AC
Total PUD: 16.69 AC X 0.62 = 10.39

WETLAND BUFFER:
Northern Wetland:
Northern Buffer: 50'
Southern Buffer: 25'
Southern Wetland:
Northern Buffer: 25'
Southern Buffer: 25'
Minimum Buffer: 15'

DEVELOPMENT REVIEW
All site development and review procedures shall follow the city's minimum standards and procedures unless otherwise contained in the PUD.

UTILITIES
Water/sewer/re-use will be provided by the City of Mount Dora and constructed by the Owner to standards as contained in the Land Development Regulations.

TREE REPLACEMENT
Will follow the requirements of the Land Development Regulations.

CANOPY TREES
All replacement canopy trees will be 3.5" caliper and 15' in height.
All remaining canopy trees will be 2.5" caliper and 8' in height.

TRAFFIC
Traffic impacts will be mitigated as outlined in the Land Development Regulations.
The Final PUD shall be conditioned with further off-site improvements evaluated during each phase site plan. The applicant may be required to contribute and / or provide off-site improvements that may include turn lanes on Limit Avenue.

FIRE PREVENTION
All buildings will be in full compliance with the 6th edition of Florida Fire Prevention Code. Fire protection system mains on private property shall meet the requirements and shall be installed per NFPA 24, *Standard for the Installation of Private Fire Service Mains and Their Appurtenances* and/or NFPA 13, *Standard for the Installation of Sprinkler Systems* as adopted in the Florida Fire Prevention Code.

SIGNAGE
PUD Office Signage is To follow Zoning District regulations for OP Zoning.
PUD Multi-Family Signage is To follow Zoning District regulations for R-3 Zoning.

ALL BUILDINGS AREAS ARE CONCEPTUAL AND SUBJECT TO FINAL ARCHITECTURAL DESIGN

PARKING
Phase 1 (Office Professional):
REQUIRED: 1 Space per 250 SQ FT = 96 Spaces
REQUIRED BICYCLE RACKS (Non - Residential):
5% of Required Parking=
96 x .05 = 4.8 = 5 Racks
Phase 2 (Multi-Family Residential):
REQUIRED: 1.4 Spaces per Dwelling and 1 Space per 3 Dwellings (Visitor Parking)
164 Dwellings
164 X 1.2 = 200 Residence Parking
164 / 3 = 24 Visitor Parking
200 + 24 = 224 Total Parking
Includes Garages

Total PUD:
331 PARKING SPACES
All parking (required and excess parking) within the PUD will be paved.

OFF STREET LOADING:
Multi - Family: (More than 100,000 Sq Ft) = 3 Berths
Office Professional: 20,000 to 100,000 Sq Ft = 2 Berths

LANDSCAPE BUFFERS:

Buffer	Standard for Existing Zoning	PUD
1	"a" 10' W / 3 C / 5 U / H	15' W / 3 C / 5 U / H / GC
2	"A" 25'W / 3 C / 5 U / H	25' W / 3 C / 5 U
3	None	80' W Minimum EUV
4	None	50' W Minimum with 30' EUV (Less Driveway)
5	"*" PUD Adjacent	100' W Minimum EUV
6	None	40' W Minimum Except for NT
7	None	20' W Average / 3 C / 5 U / H
8	"A" 25' W / 3 C / 5 U / H	25' W / 3 C / 5 U / H

Key:
C: Canopy
U: Understory
H: Hedge
GC: Ground Cover
EUV: Existing Undisturbed Vegetation
W: Width
NT: Nature Trail
"A": Type "A"
"a": Type "a"

All Plantings are to be Florida #1 or Better.

The office building shall be subject to the architectural design requirements (Exhibit "C") of Donnelly Woods PUD Amendment Ordinance No. 2021-02 adopted on March 16, 2021.

The final engineering will provide for the national stream flow through the site.

TIME FRAME:

This PUD amendment shall restart the PUD approval time-frame of the City's Land Development Code including Phase 1 approved site plan.

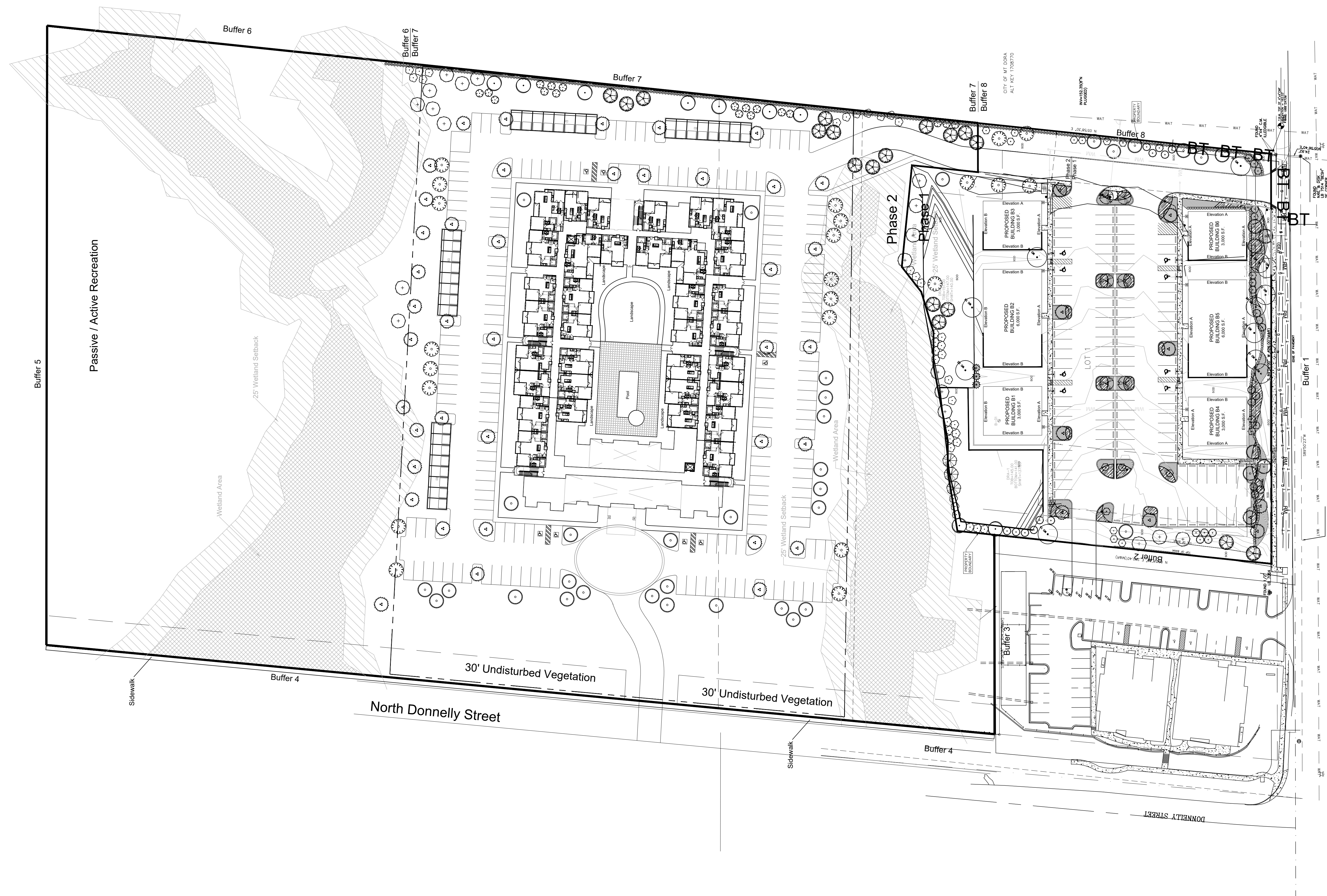
Green Consulting Group, Inc.
Landscape Architecture ■ Land Planning ■ Development Assistance
4070 United Avenue, Mount Dora, Florida 32757
352-357-9241 ■ Fax 352-357-9278 ■ LC26000288



Drawing Number: 1565-02
Originated From: 1565-01
Date: December 3, 2021
Scale: N/A
Drawn By: PAH
Layout: 24"x36"

Final Detail Sheet

Donnelly Woods PUD
Mount Dora, Florida



Conceptual Landscape Plan

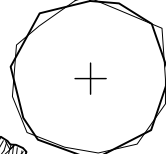
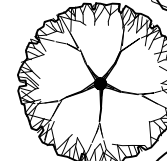
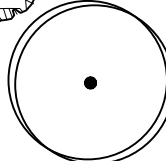
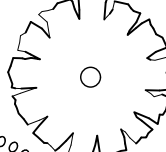
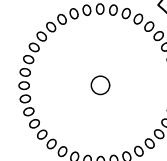
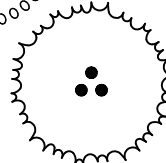
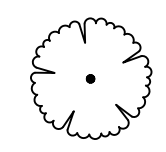
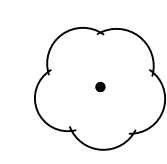
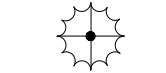
Donnelly Woods PUD



Drawing Number: 1585-02
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352-357-9241 ■ Fax 352-357-9278 ■ LC26000288

PLANT SCHEDULE PHASE 2

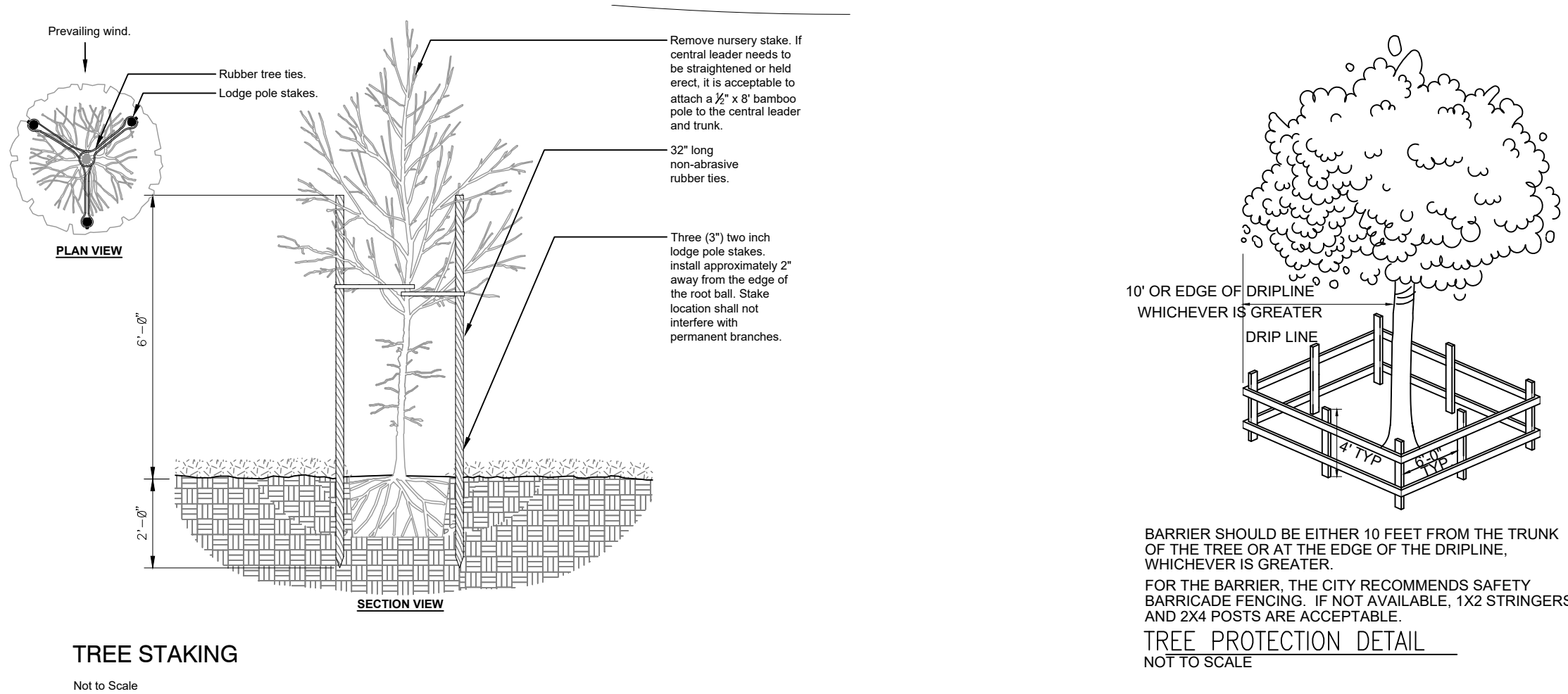
CANOPY TREES	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE	SPACING	REMARKS
	9	Red Maple	Acer rubrum	65 gal	3.5"Cal	15'	As Shown	Native
	13	Southern Magnolia	Magnolia grandiflora	65 gal	3.5"Cal	15'	As Shown	Native
	7	Live Oak	Quercus virginiana	65 gal	3.5"Cal	15'	As Shown	Native
REPLACEMENT TREES	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE	SPACING	REMARKS
	16	Red Maple	Acer rubrum	65 gal	3.5"Cal	15'	As Shown	Native
	26	Southern Magnolia	Magnolia grandiflora	65 gal	3.5"Cal	15'	As Shown	Native
	40	Live Oak	Quercus virginiana	30 gal	3.5"Cal	15'	As Shown	Native
UNDERSTORY TREES	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE	SPACING	REMARKS
	18	Yaupon Holly	Ilex vomitoria	30 gal	2"Cal	6'	As Shown	Native
	12	Southern Wax Myrtle	Myrica cerifera	30 gal	2"Cal	6'	As Shown	Native
SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	CONT	HEIGHT	WIDTH	SPACING	REMARKS
	204	Anise	Illicium parviflorum	3 gal	30"		36" o.c.	Native

Landscape Buffer	Landscape Buffer Requirement			Width		Canopy Trees			Understory Trees			Shrubs	
				required	provided	required	existing	provided	required	existing	provided	required	provided
	Boundary Buffer	Buffer Type	Lineal Feet			3 per 100 lineal feet			5 per 100 lineal feet			hedge planted 36" on center	
	1	a	420.00'	15'	15'	13	32	13	21	0	21	Continuous Hedge 36" on center	TBD
	2	A	280.40'	25'	25'	9	3	9	14	0	14	0	0
	3	A	204.20'	80'	180'	EUV*	TBD	0	EUV*	0	0	EUV*	0
	4	a	975.52'	50'	50'	30**	TBD	0	49**	0	0	EUV*	0
	5	A	634.32'	100'	290'	EUV*	TBD	0	EUV*	0	0	EUV*	0
	6	A	374.03'	40'	634'	EUV*	TBD	0	EUV*	0	0	EUV*	0
	7	A	584.76'	20' Average	20'	18	TBD	18	30	0	30	Continuous Hedge 36" on center	TBD
	8	A	301.56'	25'	25'	9	TBD	9	15	0	15	36" on center	TBD

* EUV: Existing Undisturbed Vegetation
** Buffer 4 has a minimum of 30' of EUV
TBD: To be determined with the Tree Survey

LANDSCAPE NOTES

CALIPER IS MEASURED SIX (6) INCHES ABOVE THE GROUND
SHRUBS TO BE 3' WITHIN 12 MONTHS.
ALL PLANTS ARE TO FLORIDA #1 OR BETTER.
ALL PLANTS ARE FLORIDA FRIENDLY.
AN AUTOMATIC IRRIGATION SYSTEM WILL BE PROVIDED FOR ALL LANDSCAPED AREAS, INCLUDING A RAIN SENSOR SHUTOFF DEVICE.
ALL LAWN AREAS TO BE BAHIA SOD.
ALL ISLANDS ARE TO BE PLANTED WITH 100% SHRUBS / GROUND COVERS



Conceptual Landscape Details

Donnelly Woods PUD
Mount Dora, Florida



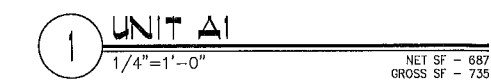
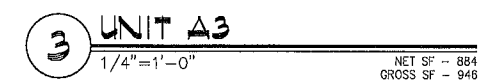
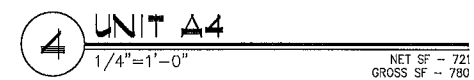
Green Consulting Group, Inc.
Landscape Architecture ■ Land Planning ■ Development Assistance
4070 United Avenue, Mount Dora, Florida 32757
352-357-9241 ■ Fax 352-357-9278 ■ LC26000288

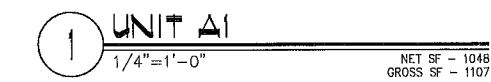
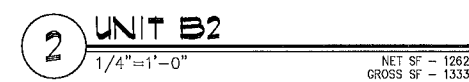
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Originated From: 1565-01
Date: December 3, 2021
Scale: N/A
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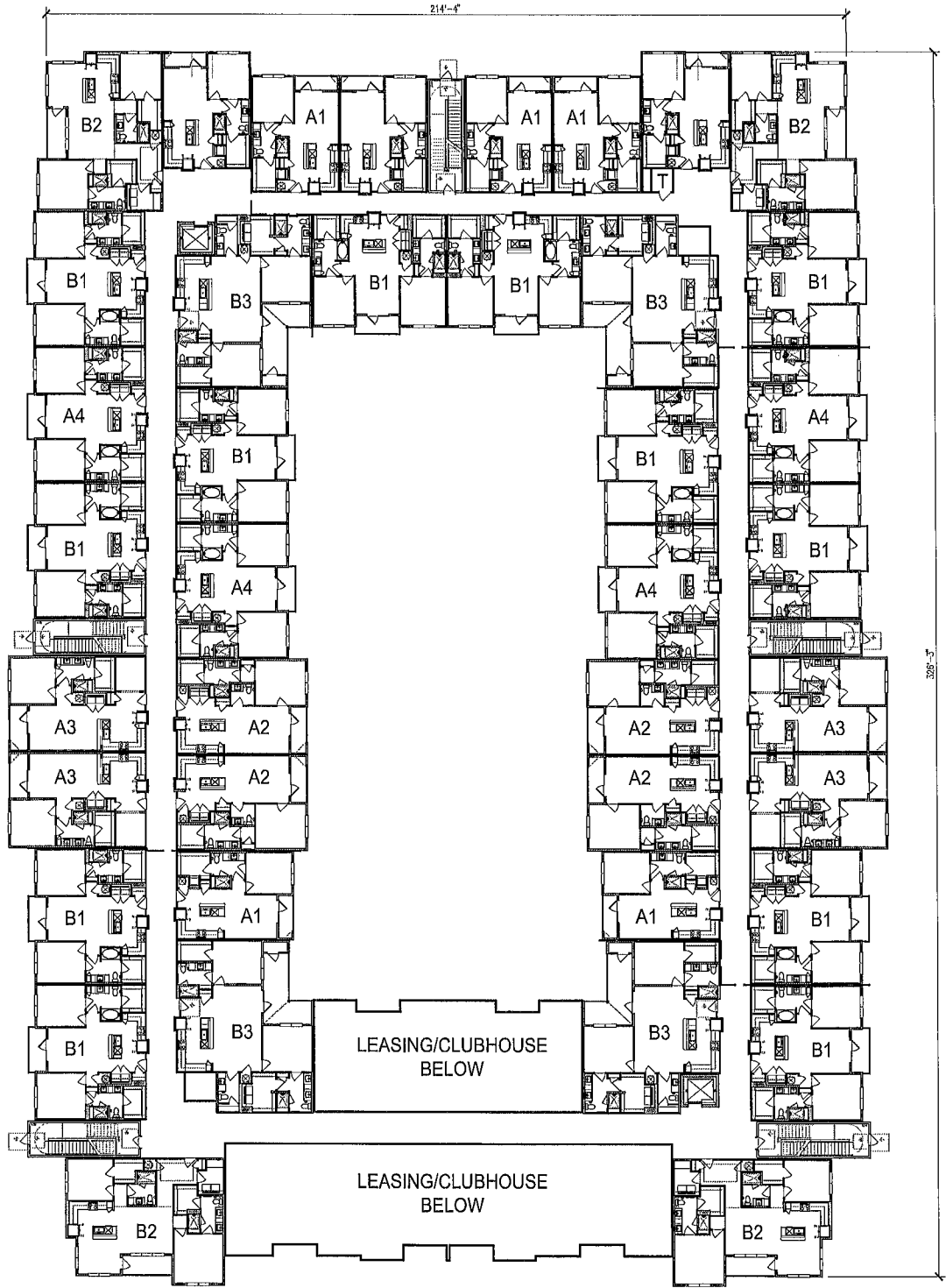
MT DORA ACTIVE ADULT

MT DORA, FLORIDA - LIBERTY SENIOR LIVING

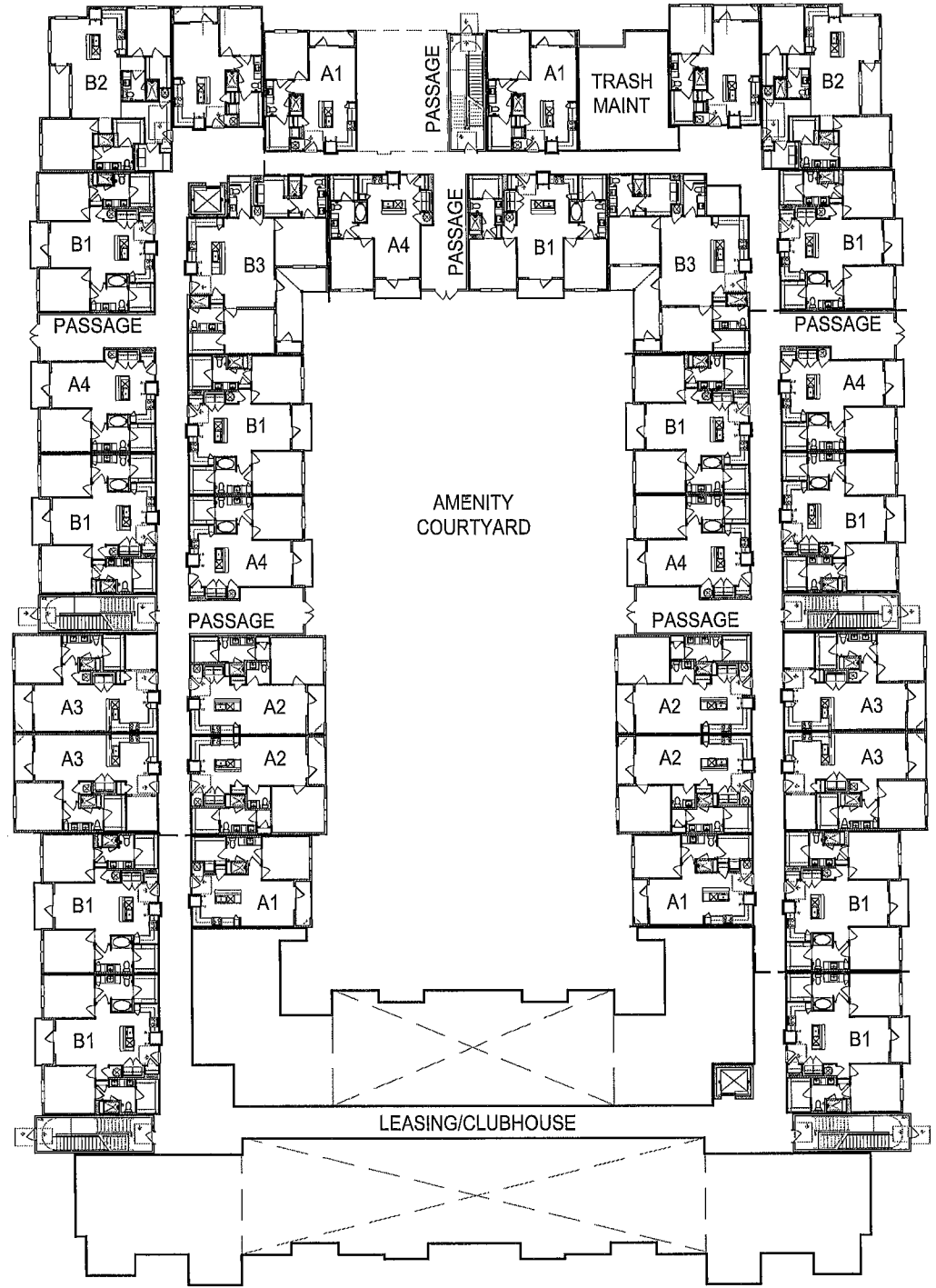








2 BUILDING PLAN - LVL 02
1" = 20'-0"



1 BUILDING PLAN - LVL 01
1" = 20'-0"

BUILDING PLANS - MT DORA ACTIVE ADULT
MT DORA, FLORIDA - LIBERTY SENIOR LIVING

MEEKS PARTNERS
16000 Memorial Drive
Suite 100
Houston, Texas 77079
281.558.8787

A-04

JOB NO: 21071



MEEKS ■ PARTNERS
16000 Memorial Drive
Suite 100
Houston, Texas 77079
281.558.8787

A-05

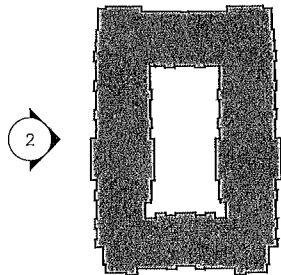


2 EXT ELEVATION
3/32" = 1'-0"



1 EXT ELEVATION
3/32" = 1'-0"

MATERIALS	
1	MASONRY STONE VENEER
2	EXTERIOR STUCCO SYSTEM
3	STOREFRONT GLAZING SYSTEM
4	ARCHITECTURAL SHINGLES
5	STANDING SEAM METAL ROOF
6	42 HT METAL RAILINGS W/ PICKETS
7	METAL AWNING



1 KEYMAP
N.T.S.

EXTERIOR ELEVATIONS - MT DORA ACTIVE ADULT
MT DORA, FLORIDA - LIBERTY SENIOR LIVING

MEEKS PARTNERS
16000 Memorial Drive
Suite 100
Houston, Texas 77079
281.558.8787

2021 10 13
A-06
JOB NO: 21071

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ATTACHMENT #2
CITY OF MOUNT DORA, FLORIDA
NOTICE OF PUBLIC HEARING
REQUEST FOR DONNELLY WOODS
PLANNED UNIT DEVELOPMENT (PUD) 2ND AMENDMENT

Notice is hereby given that the City of Mount Dora Planning and Zoning Commission will conduct a public hearing to consider a request for a Planned Unit Development (PUD) Master Plan Amendment for the Donnelly Woods. This hearing will be held on **Wednesday, December 15, 2021 at 10:00 a.m.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

**REQUEST FOR PLANNED UNIT DEVELOPMENT (PUD)
AMENDMENT; DONNELLY WOODS (PROJECT NAME); 16.69 ACRES
(SITE AREA); EAST OF DONNELLY AND NORTH SIDE OF LIMIT
AVENUE (LOCATION); GREEN CONSULTING GROUP, INC.
(APPLICANT); GC DEVELOPMENT OF LAKE COUNTY, INC.
(OWNERS).**

**IN GENERAL, THE PROPOSED PUD MASTER PLAN AMENDMENT
INCLUDES THE FOLLOWING MULTIPLE-FAMILY RESIDENTIAL
CHANGES TO THE DONNELLY WOODS:**

- **FROM 112 UNITS TO 166 UNITS (SENIOR HOUSING).**
- **MAXIMUM BUILDING HEIGHT FROM 3-STORIES 45 FEET TO 4-STORIES 55 FEET.**
- **MODIFICATIONS TO THE MINIMUM PARKING REQUIREMENTS.**

FURTHER, notice is hereby given City Council of the City of Mount Dora, Florida will conduct a public hearing of the proposed PUD Amendment, Ordinance No. 2022-01, on **Tuesday, January 18, 2022, at 6:00 P.M.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida pertaining to the above PUD Master Plan Amendment request.

Interested parties may appear at these meetings and be heard with respect to the requested PUD Master Plan Amendment.

These public hearings 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 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 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 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.

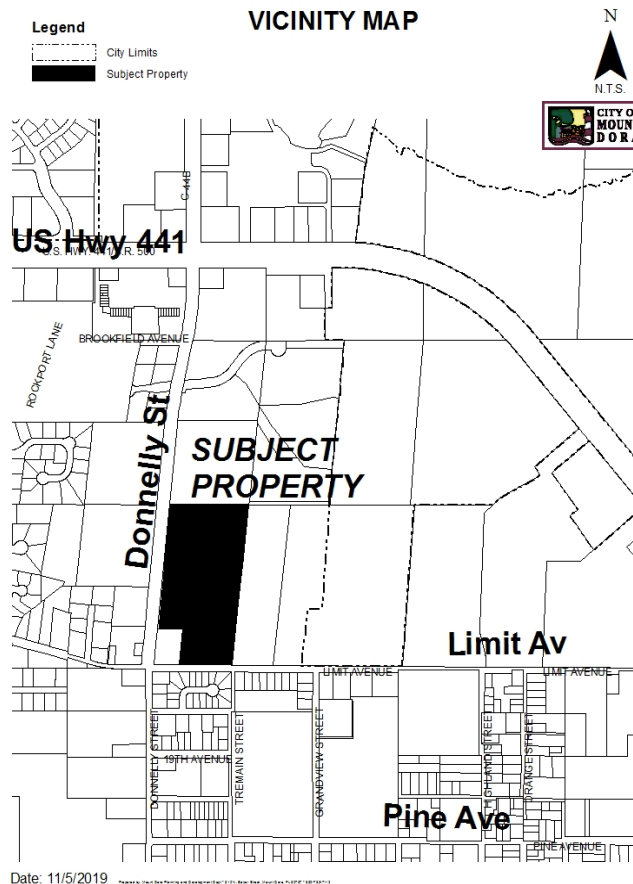
Published Date (Legal): December 3, 2021

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 First Reading of Ordinance No. 2022-01 2nd Amendment to the Donnelly Woods PUD Master Plan for the lands within the area shown in the map in this advertisement. This meeting is to be held on **Tuesday, January 18, 2022 at 6:00 p.m.** or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

ORDINANCE NO: 2022-01

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE MASTER PLAN FOR DONNELLY WOODS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR SECOND AMENDMENT TO THE DONNELLY WOODS PLANNED UNIT DEVELOPMENT TERMS AND CONDITIONS; 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.



ATTACHMENT #2

Interested parties may appear at the above meeting and be heard with respect to the proposed amendment to the Planned Unit Development.

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: January 7, 2022

ORDINANCE NO: 2022-01

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE SECOND AMENDMENT TO THE MASTER PLAN FOR THE DONNELLY WOODS PLANNED UNIT DEVELOPMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AN AMENDMENT TO ORDINANCE NO.: 2020-02, DONNELLY WOODS PLANNED UNIT DEVELOPMENT MASTER PLAN TERMS AND CONDITIONS; 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, GC Development of Lake County, Inc., is the property owner (Property Owner) of that property more particularly described in **Exhibit "A"** attached hereto (Property); and

WHEREAS, a preliminary development plan for the rezoning of the Property to Planned Unit Development (PUD) was approved by the City of Mount Dora on October 1, 2019, by way of Resolution 2019-131, for the project entitled "Donnelly Woods"; and

WHEREAS, on May 5, 2020, the City adopted Ordinance 2020-02, authorizing the rezoning of the Property to PUD and setting forth the development conditions for the Donnelly Woods PUD; and

WHEREAS, on March 16, 2021, the City adopted Ordinance 2021-02, amending the Donnelly Woods PUD Master Plan to include architectural design standards for the office portion of the PUD Master Plan, among other revisions; and

WHEREAS, the Property Owner has requested to further amend the development conditions for the Donnelly Woods PUD to allow for a maximum of 166 residential multi-family units designed for senior housing, with set design standards, and modifications to the ingress/egress on the site; and

WHEREAS, the revisions to the terms and conditions to the Donnelly Woods PUD are consistent with the City's Comprehensive Plan and the underlying Residential High Density (18.0 dwelling units per acre or less), Low-Medium Density Residential (4.0 dwelling units per acre or less) and Residential Professional/Office Future Land Use designations for the Property; and

WHEREAS, the City of Mount Dora has received public input related to the requested revisions to the Donnelly Woods PUD; and

WHEREAS, the City of Mount Dora has received a recommendation of approval from City staff and the City's Planning and Zoning Commission related to the revisions to the Donnelly Woods PUD; and

WHEREAS, the City of Mount Dora finds the requested revisions to the Donnelly Woods PUD to be in the best interest of the citizens of the City of Mount Dora.

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 Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. Amending Ordinance No.: 2020-02, Donnelly Woods Planned Unit Development Master Plan Terms and Conditions.

City of Mount Dora Ordinance No.: 2020-02, Section 2, Rezoning and Approval of Donnelly Woods Terms and Conditions, Exhibit "B" is hereby amended as follows:

- (a) The PUD Master Plan is hereby replaced in its entirety with **Exhibit "B"** attached hereto. The Property shall be subject to all conditions set forth in the City's Land Development Code, except for the conditions, zoning performance standards, site designs standards, permitted uses and other components described or graphically depicted on the Master Plan for Donnelly Woods attached hereto, which shall be the controlling Master Plan for the Property.
- (b) All other terms and conditions of the Donnelly Woods PUD as set forth in Ordinance No.: 2021-02, which are not amended hereby shall remain in full force and effect as the controlling master plan for the Property.

SECTION 3. 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 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the revisions to the Donnelly Woods PUD, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. 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 6. Conflicts. All Ordinances or parts of Ordinances 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 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 8. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING: _____

SECOND READING: _____

PASSED AND ADOPTED this _____ day of _____ 2022.

CHRISSY STILE
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 Legal Description

Lots 1 and 2 of Victoria Place, according to the Plat therefore as duly recorded in Plat Book 59, Page 59, Public Records of Lake County, Florida.

EXHIBIT “B”
Donnelly Woods PUD Master Plan

2nd PUD Amendment for Donnelly Woods Mount Dora, Florida

Project Team:

Planner / Landscape Architect

Green Consulting Group, Inc.
4070 United Ave
Mount Dora, Florida 32757
(352) 357-9241

Owner

GC Development of Lake County, Inc.
P.O. Box 1273
Mount Dora, FL 32756
352-397-4869

Developer

Liberty Senior Living
2334 South 41st Street
Wilmington, NC 28403
(205) 864-5091

Civil Engineer

HALFF
902 North Sinclair Ave
Tavares, Florida 32778
(352) 343-8481

Traffic Engineer

Traffic & Mobility Consultants, LLC
3101 Maguire Boulevard Suite 265
Orlando, Florida 32803
(407) 531-5332

Architect

Meeks Partners
16000 Memorial Drive Suite 100
Houston, Texas 77079
(281) 558-8787

Surveyor

Freeland Clinkscales + Associates Inc. of NC
1910 S Grove St
Eustis, Florida 32726
(352) 357-0415

Index of Sheets:

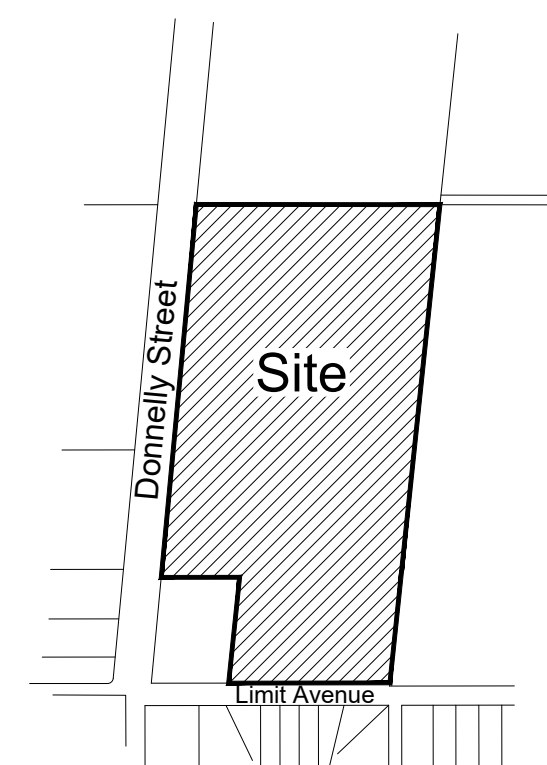
Cover:	1 of 5
Final Master Plan:	2 of 5
Final Detail Sheet:	3 of 5
Conceptual Landscape:	4 of 5
Conceptual Landscape Details:	5 of 5
Architecture Preliminary Plan:	
Color Rendering:	
Unit Plans:	A-02 and A-03
Building Plans:	A-04 and A-05
Exterior Elevations:	A-06 and A-07
Survey:	Survey

Legal Description:

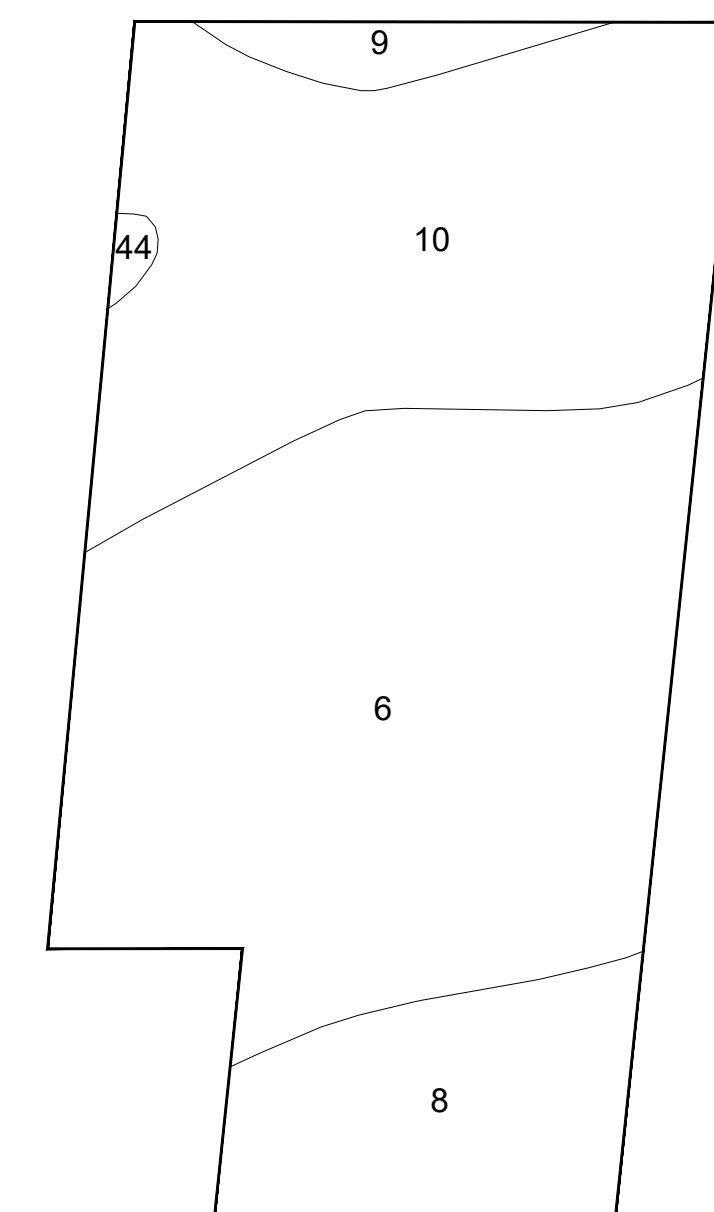
LOTS 1 AND 2 OF VICTORIA PLACE, ACCORDING TO THE
MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 59,
PAGE 59, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Parcel ID Numbers:

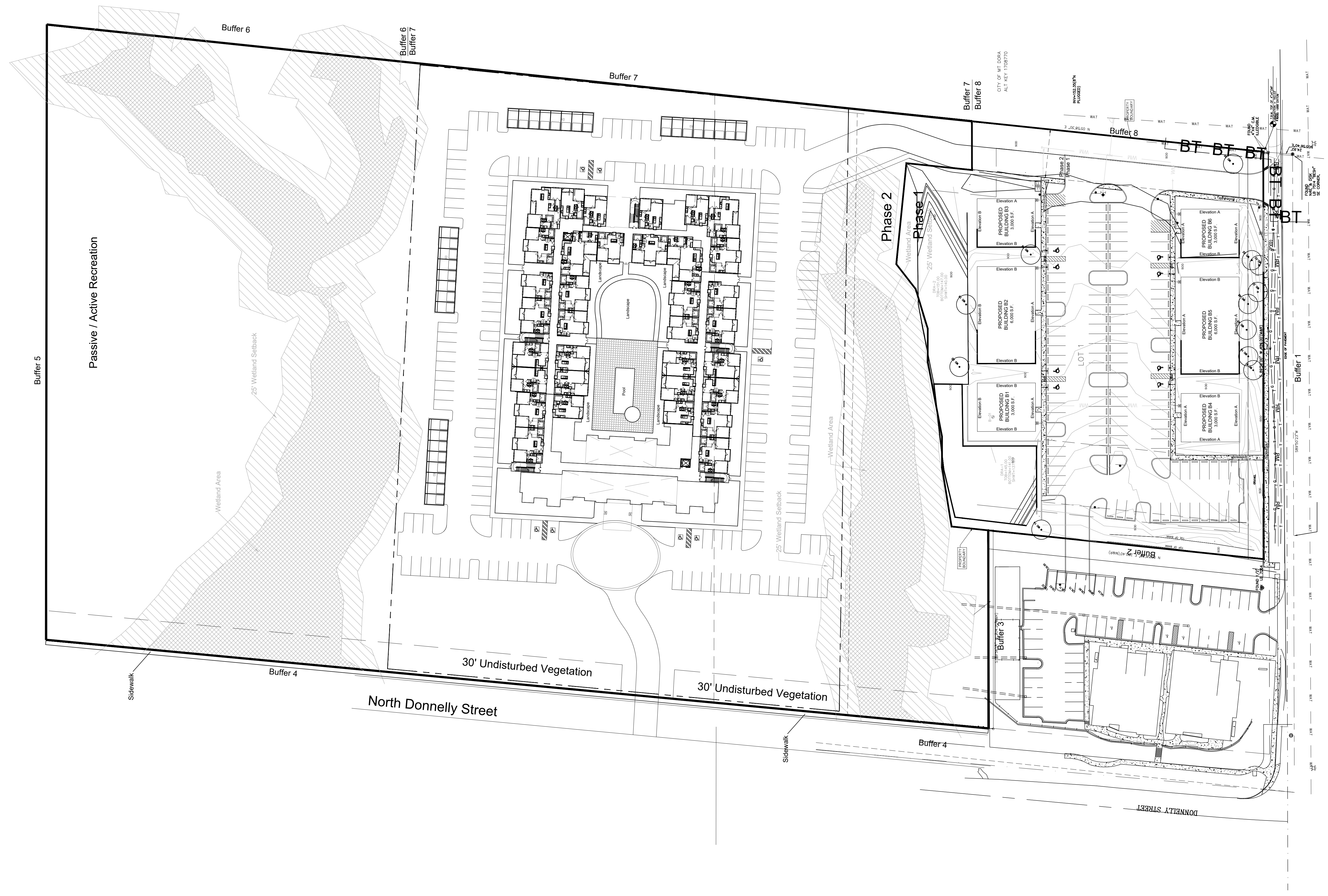
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Alternate Key:	3854332
Lot 2:	
Parcel Number:	19-19-27-0070-000-00200
Alternate Key:	3854333



Location Map
Scale: 1" = 500'



Soils Map:
6 - Apopka Sand, 5 to 12 percent slopes
8 - Candler sand, 0 to 5 percent slopes
9 - Candler sand, 5 to 12 percent slopes
10 - Candler sand, 5 to 12 percent slopes
44 - Swamp



Final Master Plan

Donnelly Woods PUD
Mount Dora, Florida

Drawing Number: 1585-02
Originated From: 1585-01
Date: December 3, 2021
Scale: 1" = 50'
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

OWNER
GC Development of Lake County, Inc.
P.O. Box 1273
Mount Dora, FL 32756
(352) 397-4869

DEVELOPER
Liberty Senior Living
2334 South 41st Street
Wilmington, NC 28403
(205) 864-5091

NOTES:
Phase 1 = Lot 1
Phase 2 = Lot 2 & Limit Connection

TOTAL SITE:
Phase 1: 3.32 AC
Phase 2: 13.37 AC
Total PUD: 16.69 AC

EXISTING FUTURE LAND USE:
Phase 1: Residential Professional / Office
Phase 2: Low / Medium Density Residential
Phase 2: High Density Residential

PROPOSED USES:
Phase 1: Office Professional
Phase 1 permitted use shall follow those listed within the City's OP (Office Professional) Zoning District and includes Gym / Fitness Facilities.
Phase 2: Multi Family Residential

ZONING:
Phase 1: Existing PUD
Phase 2: Existing PUD

RESIDENTIAL
Multi - Family:
1 - 326' ± X 214' ± Building
164 Dwellings

DENSITY:
Maximum Density:
Total Site 13.37 AC (less undevelopable area):
10.00 AC - 1.53 AC Wetlands = 8.47 AC
8.47 AC X 18 = 152.46 du/ac
3.37 AC - 0.67 AC Wetlands = 2.70 AC
2.70 AC X 4 = 10.80 du/ac
152.46 + 10.80 = 163.26
Proposed Density:
164 Proposed Dwelling Units
164 / 16.69 = 9.83 du/ac

IMPERVIOUS SURFACE AREA ALLOWED: 0.68
Phase 1: 3.32 AC X 0.8 = 2.66 AC
Phase 2: 13.37 AC X 0.65 = 8.69 AC
Total PUD: 16.69 AC X 0.68 = 11.35 AC

IMPERVIOUS SURFACE AREA PROPOSED: 0.36
Phase 1: 3.32 AC X 0.65 = 2.16 AC
Phase 2: 13.37 AC X 0.29 = 3.88 AC
Total PUD: 16.69 AC X 0.36 = 6.04 AC

MAXIMUM PROPOSED BUILDING HEIGHT:
Phase 1: Office Professional Services: 35'
Phase 2: Multi - Family: 4 Story - 55'

BUILDING SETBACK MINIMUMS:

Buffer	Standard for Existing Zoning	PUD
1	25'	15'
2	10'	80'
3	10'	80'
4	25'	50'
5	25'	100'
6	10'	40'
7	10'	40'
8	10'	40'

ARCHITECTURAL:
Phase 1 subject to LDC Section 6.13 Commercial Architectural and Site Design Requirements
Phase 2: See attached schematic plans.
Retaining wall height not to exceed 10'.

TYPE OF PLANNED UNIT DEVELOPMENT:
Mixed Use
Multi Family Residential
Dwelling Size (Living Area):
Apartment - Minimum: 687 sq.ft
166 Units
TOTAL DWELLING UNITS: 166
Office Professional
24,000 SQ FT

LIGHTING:
To be designed with Dark Sky Principles
Parking light poles and fixtures to be decorative in type

WETLANDS:
Phase 1: 0 AC
Phase 2: 2.22 AC
Total PUD: 2.22 AC

DEVELOPABLE AREA (less undevelopable area):
Phase 1: 3.32 AC
Phase 2: 11.15 AC
Total PUD: 14.47 AC

THE EXISTING SITE CONTAINS
Wetlands & Existing Natural Vegetation
The final engineering will provide for the natural stream flow through the site.

REQUIRED OPEN SPACE: 0.25
Phase 1: 3.32 AC X 0.25 = 0.83 AC
Phase 2: 13.37 AC X 0.25 = 3.34 AC
Total PUD: 16.69 AC X 0.25 = 4.17 AC

PROPOSED OPEN SPACE: 0.62
Phase 1: 3.32 AC X 0.25 = 0.83 AC
Phase 2: 13.37 AC X 0.72 = 9.56 AC
Total PUD: 16.69 AC X 0.62 = 10.39

WETLAND BUFFER:
Northern Wetland:
Northern Buffer: 50'
Southern Buffer: 25'
Southern Wetland:
Northern Buffer: 25'
Southern Buffer: 25'
Minimum Buffer: 15'

DEVELOPMENT REVIEW
All site development and review procedures shall follow the city's minimum standards and procedures unless otherwise contained in the PUD.

UTILITIES
Water/sewer/re-use will be provided by the City of Mount Dora and constructed by the Owner to standards as contained in the Land Development Regulations.

TREE REPLACEMENT
Will follow the requirements of the Land Development Regulations.

CANOPY TREES
All replacement canopy trees will be 3.5" caliper and 15' in height.
All remaining canopy trees will be 2.5" caliper and 8' in height.

TRAFFIC
Traffic impacts will be mitigated as outlined in the Land Development Regulations.
The Final PUD shall be conditioned with further off-site improvements evaluated during each phase site plan. The applicant may be required to contribute and / or provide off-site improvements that may include turn lanes on Limit Avenue.

FIRE PREVENTION
All buildings will be in full compliance with the 6th edition of Florida Fire Prevention Code. Fire protection system mains on private property shall meet the requirements and shall be installed per NFPA 24, *Standard for the Installation of Private Fire Service Mains and Their Appurtenances* and/or NFPA 13, *Standard for the Installation of Sprinkler Systems* as adopted in the Florida Fire Prevention Code.

SIGNAGE
PUD Office Signage is To follow Zoning District regulations for OP Zoning.
PUD Multi-Family Signage is To follow Zoning District regulations for R-3 Zoning.

ALL BUILDINGS AREAS ARE CONCEPTUAL AND SUBJECT TO FINAL ARCHITECTURAL DESIGN

PARKING
Phase 1 (Office Professional):
REQUIRED: 1 Space per 250 SQ FT = 96 Spaces
REQUIRED BICYCLE RACKS (Non - Residential):
5% of Required Parking=
96 x .05 = 4.8 = 5 Racks
Phase 2 (Multi-Family Residential):
REQUIRED: 1.4 Spaces per Dwelling and 1 Space per 3 Dwellings (Visitor Parking)
164 Dwellings
164 X 1.2 = 200 Residence Parking
164 / 3 = 24 Visitor Parking
200 + 24 = 224 Total Parking
Includes Garages

Total PUD:
331 PARKING SPACES
All parking (required and excess parking) within the PUD will be paved.

OFF STREET LOADING:
Multi - Family: (More than 100,000 Sq Ft) = 3 Berths
Office Professional: 20,000 to 100,000 Sq Ft = 2 Berths

LANDSCAPE BUFFERS:

Buffer	Standard for Existing Zoning	PUD
1	"a" 10' W / 3 C / 5 U / H	15' W / 3 C / 5 U / H / GC
2	"A" 25'W / 3 C / 5 U / H	25' W / 3 C / 5 U
3	None	80' W Minimum EUV
4	None	50' W Minimum with 30' EUV (Less Driveway)
5	"*" PUD Adjacent	100' W Minimum EUV
6	None	40' W Minimum Except for NT
7	None	20' W Average / 3 C / 5 U / H
8	"A" 25' W / 3 C / 5 U / H	25' W / 3 C / 5 U / H

Key:
C: Canopy
U: Understory
H: Hedge
GC: Ground Cover
EUV: Existing Undisturbed Vegetation
W: Width
NT: Nature Trail
"A": Type "A"
"a": Type "a"

All Plantings are to be Florida #1 or Better.

The office building shall be subject to the architectural design requirements (Exhibit "C") of Donnelly Woods PUD Amendment Ordinance No. 2021-02 adopted on March 16, 2021.

The final engineering will provide for the national stream flow through the site.

TIME FRAME:

This PUD amendment shall restart the PUD approval time-frame of the City's Land Development Code including Phase 1 approved site plan.

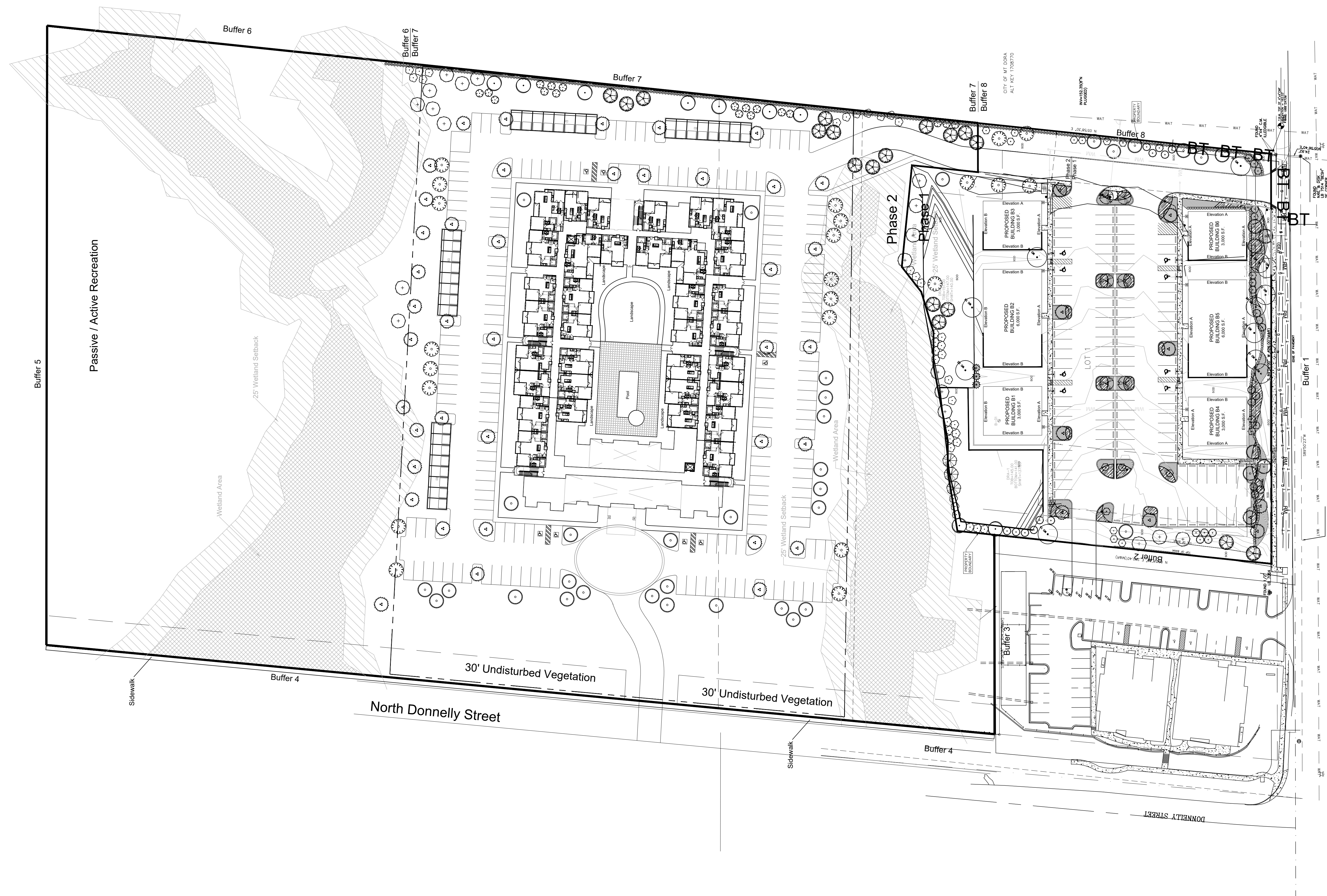
Green Consulting Group, Inc.
Landscape Architecture ■ Land Planning ■ Development Assistance
4070 United Avenue, Mount Dora, Florida 32757
352-357-9241 ■ Fax 352-357-9278 ■ LC26000288



Drawing Number: 1565-02
Originated From: 1565-01
Date: December 3, 2021
Scale: N/A
Drawn By: PAH
Layout: 24"x36"

Final Detail Sheet

Donnelly Woods PUD
Mount Dora, Florida



Conceptual Landscape Plan

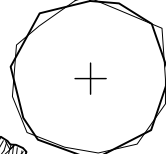
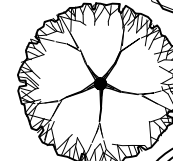
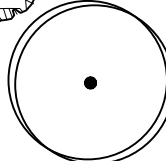
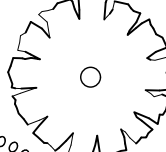
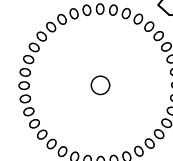
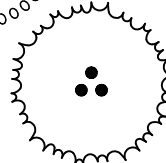
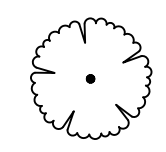
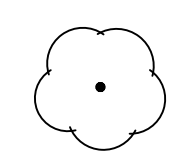
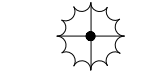
Donnelly Woods PUD



Drawing Number: 1585-02
Originated From: 1585-01
Date: December 3, 2021
Scale: 1" = 50'
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 ■ LC260000288

PLANT SCHEDULE PHASE 2

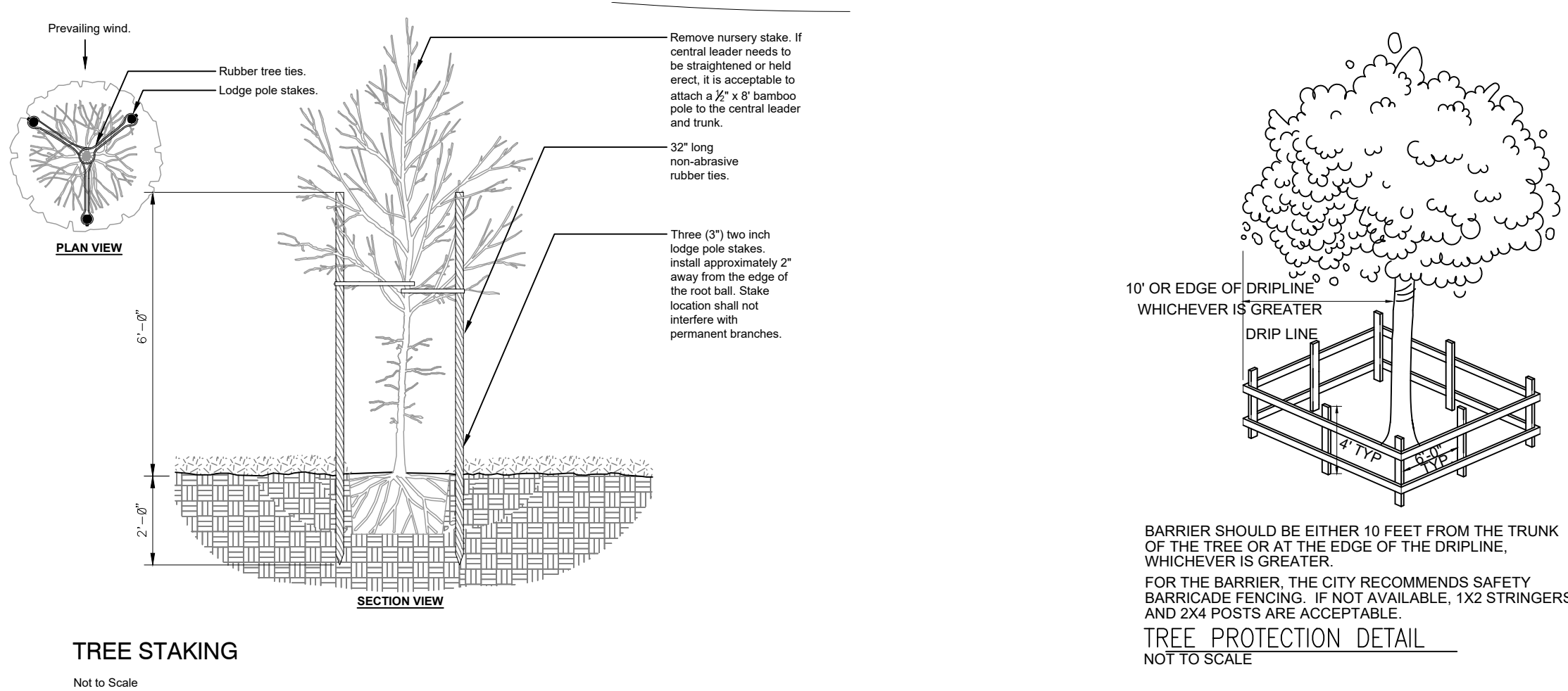
CANOPY TREES	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE	SPACING	REMARKS
	9	Red Maple	Acer rubrum	65 gal	3.5"Cal	15'	As Shown	Native
	13	Southern Magnolia	Magnolia grandiflora	65 gal	3.5"Cal	15'	As Shown	Native
	7	Live Oak	Quercus virginiana	65 gal	3.5"Cal	15'	As Shown	Native
REPLACEMENT TREES	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE	SPACING	REMARKS
	16	Red Maple	Acer rubrum	65 gal	3.5"Cal	15'	As Shown	Native
	26	Southern Magnolia	Magnolia grandiflora	65 gal	3.5"Cal	15'	As Shown	Native
	40	Live Oak	Quercus virginiana	30 gal	3.5"Cal	15'	As Shown	Native
UNDERSTORY TREES	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE	SPACING	REMARKS
	18	Yaupon Holly	Ilex vomitoria	30 gal	2"Cal	6'	As Shown	Native
	12	Southern Wax Myrtle	Myrica cerifera	30 gal	2"Cal	6'	As Shown	Native
SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	CONT	HEIGHT	WIDTH	SPACING	REMARKS
	204	Anise	Illicium parviflorum	3 gal	30"		36" o.c.	Native

Landscape Buffer	Landscape Buffer Requirement			Width		Canopy Trees			Understory Trees			Shrubs	
				required	provided	required	existing	provided	required	existing	provided	required	provided
	Boundary Buffer	Buffer Type	Lineal Feet			3 per 100 lineal feet			5 per 100 lineal feet			hedge planted 36" on center	
	1	a	420.00'	15'	15'	13	32	13	21	0	21	Continuous Hedge 36" on center	TBD
	2	A	280.40'	25'	25'	9	3	9	14	0	14	0	0
	3	A	204.20'	80'	180'	EUV*	TBD	0	EUV*	0	0	EUV*	0
	4	a	975.52'	50'	50'	30**	TBD	0	49**	0	0	EUV*	0
	5	A	634.32'	100'	290'	EUV*	TBD	0	EUV*	0	0	EUV*	0
	6	A	374.03'	40'	634'	EUV*	TBD	0	EUV*	0	0	EUV*	0
	7	A	584.76'	20' Average	20'	18	TBD	18	30	0	30	Continuous Hedge 36" on center	TBD
	8	A	301.56'	25'	25'	9	TBD	9	15	0	15	36" on center	TBD

* EUV: Existing Undisturbed Vegetation
** Buffer 4 has a minimum of 30' of EUV
TBD: To be determined with the Tree Survey

LANDSCAPE NOTES

CALIPER IS MEASURED SIX (6) INCHES ABOVE THE GROUND
SHRUBS TO BE 3' WITHIN 12 MONTHS.
ALL PLANTS ARE TO FLORIDA #1 OR BETTER.
ALL PLANTS ARE FLORIDA FRIENDLY.
AN AUTOMATIC IRRIGATION SYSTEM WILL BE PROVIDED FOR ALL LANDSCAPED AREAS, INCLUDING A RAIN SENSOR SHUTOFF DEVICE.
ALL LAWN AREAS TO BE BAHIA SOD.
ALL ISLANDS ARE TO BE PLANTED WITH 100% SHRUBS / GROUND COVERS

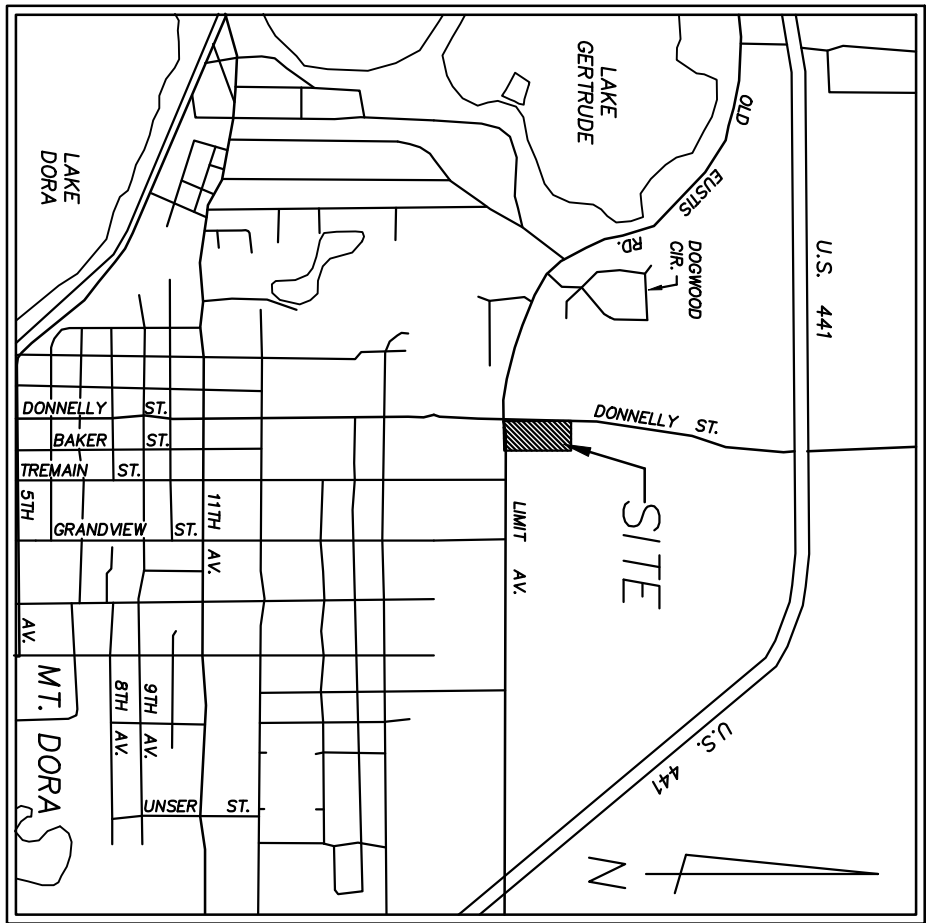


Green Consulting Group, Inc.
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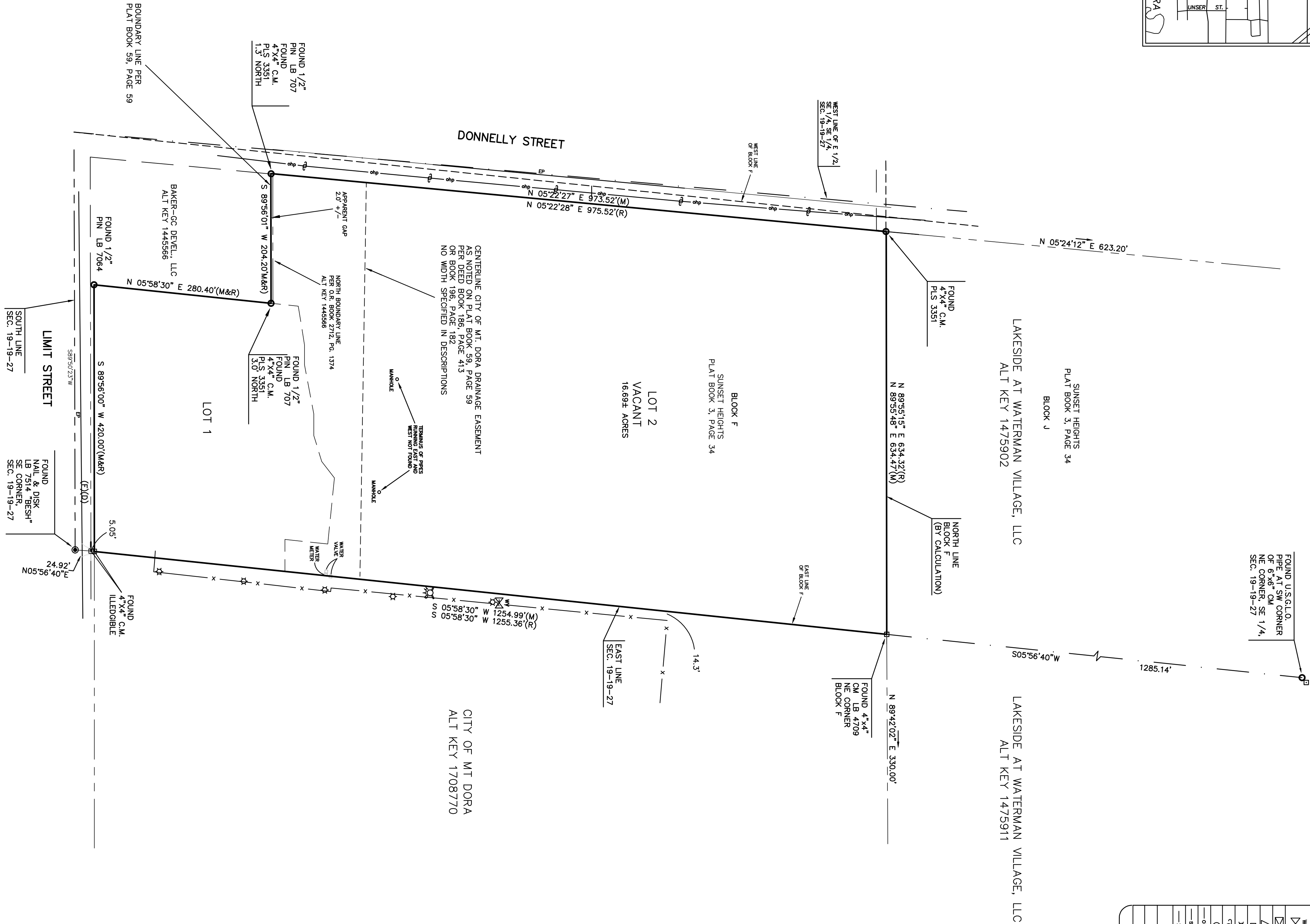
Conceptual Landscape Details

Donnelly Woods PUD
Mount Dora, Florida



DESCRIPTION

LOTS 1 AND 2 OF VICTORIA PLACE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 59, PAGE 59, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.



LEGEND	
○	IRON PIN FOUND
○	IRON PIN SET
○	POINT - No Monumentation
○	STORM DRAIN MANHOLE
○	GAS VALVE
○	FIRE HYDRANT
○	SEWER MANHOLE
○	CATCH BASIN
○	CURB INLET
○	WATER METER
○	WATER VALVE
○	TRANSFORMER
○	TELEPHONE PEDSTAL
○	CABLE BOX
○	LIGHT POLE
○	POWER POLE
○	CLEAN OUT
○	OVERHEAD POWER LINE
○	SEWER LINE
○	FENCE
○	P.O.B. POINT OF BEGINNING
○	P.O.C. Point of Commencement
○	MEASURED
○	RECORD

- ### Surveyor's Notes
- 1... Bearing Basis is a plat bearing of S 05°58'30" W along the East line of lots 1 and 2.
 - 2... Subject to easements and restrictions of Record.
 - 3... A portion of the above captioned property lies within F.L.R.M. Zone "X" according to F.L.R.M. panel No. 120421 0250 E dated 12-18-12.
 - 4... This Survey is based on the Description provided, Plat Information, Found Monumentation and other data acquired by this firm.
 - 5... Foundations, Underground Structures, and Underground Improvements, if any, not located by this firm.
 - 6... This is not a certificate of title, zoning or freedom of encumbrances.
 - 7... Certification is limited only to the party or parties named hereon.
 - 8... Not valid without the signature and original raised seal of a Florida licensed surveyor and mapper.
 - 9... The scope of this survey does not address environmental matters, jurisdictional boundaries and hazardous waste concerns should any of the foregoing exist.
 - 10... Fences were located ONLY where dimensioned and may not run straight; ownership of fences, if any, unknown.

CERTIFIED TO:

GC Development of Lake County, Inc.
Donnelly Woods, Inc.
Commonwealth Land Title Insurance Company

Plat of Boundary Survey for
GC Development of Lake County, Inc.
Donnelly & Limit Ave.
City of Mt Dora, Lake County, Florida
Lots 1 and 2, Victoria Place

SCHEDULE B-2 EASEMENT NOTES

Commitment Number: 7703573

Effective Date: 7/9/2018

4. Reservations, covenants, conditions, easements and other matters so contained on the Plat of VICTORIA PLACE, recorded in Plat Book 59, Page 59, of the Public Records of Lake County, Florida, AFFECTS AND PLOTTED AS SHOWN HEREON.

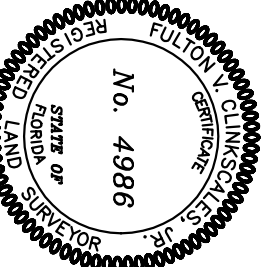
5. Ordinance No. 728, annexing property to the City of Mount Dora as recorded 09/30/1998, in Official Records Book 1648, Page 483, AFFECTS BUT NOT PLOTTABLE

6. Easements and restrictions so cited in Resolution No. 2000-28, vesting certain unimproved roadways recorded 06/08/2001, in Official Records Book 1957, Page 2024, AFFECTS BUT NOT PLOTTABLE

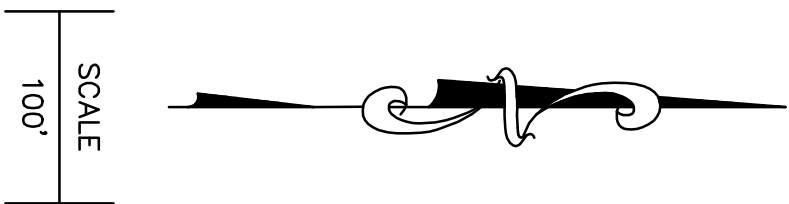
No.	REVISIONS	Date
1	xxxx	xx/xx/xx
FREE LAND - CLINKSCALES + ASSOCIATES, INC. OF NO ENGINEERS & Land Surveyors		
201 2nd AVE. EAST HENDRIXSVILLE, KY 40192		
(606) 697-6639		
1910 S. GRADY ST. SUITE 211 DALLAS, TX 75215		
(952) 589-8093 (Fax) LB 7064		
REF. PLAT BOOK	59/59	
REF. OR. BOOK	xxxx/xxxx	
ALT. KEY#	3854333, 3854332	
PARTY CHIEF	SCL	
DRAWN	SCL	
DATE	JAN. 7, 2019	
DWG.NO.	F39005	

I hereby certify that this survey was made under my responsible charge and meets the minimum technical standards as set forth in the Florida Statutes, Chapter 40, Part I, Section 40.01, Florida Administrative Code, Part I, Section 40.01, Florida Statutes.

Fulton V. Clinkscates, Jr., Surveyor #4986



Not valid without the signature and original raised seal of a Florida licensed surveyor and mapper.

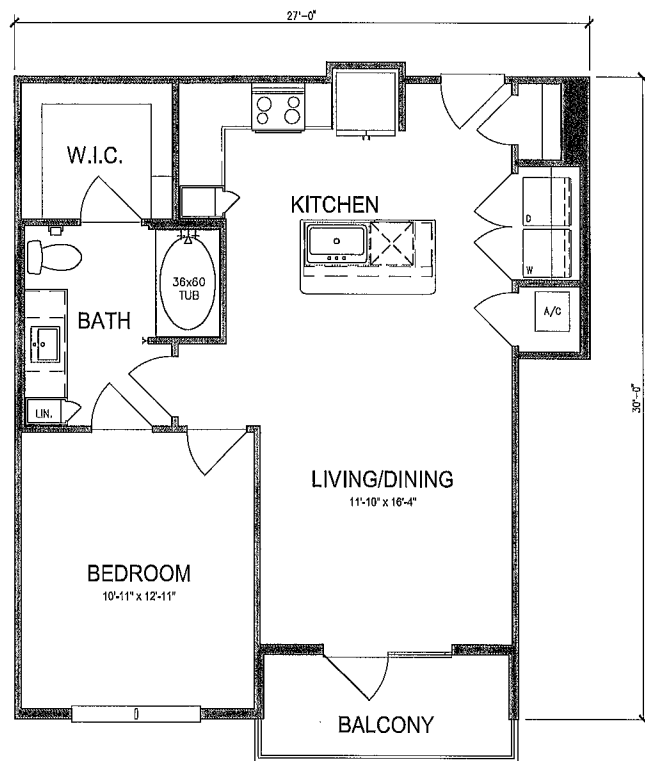


SCALE
100'

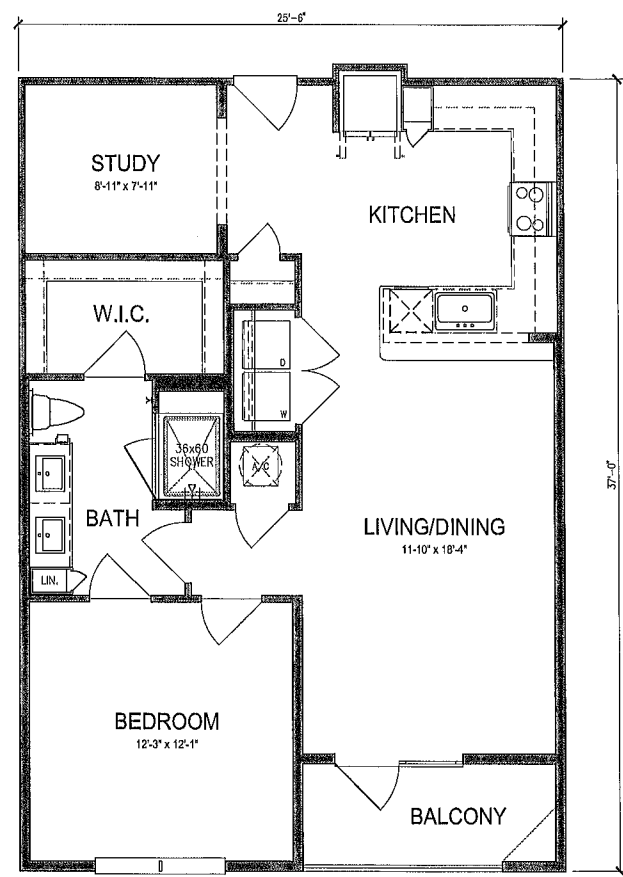
MT DORA ACTIVE ADULT

MT DORA, FLORIDA - LIBERTY SENIOR LIVING

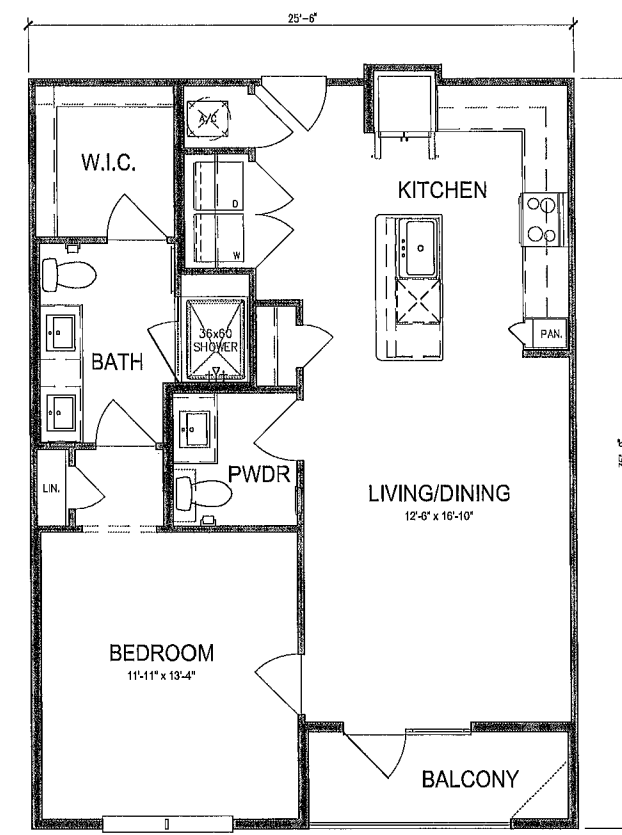




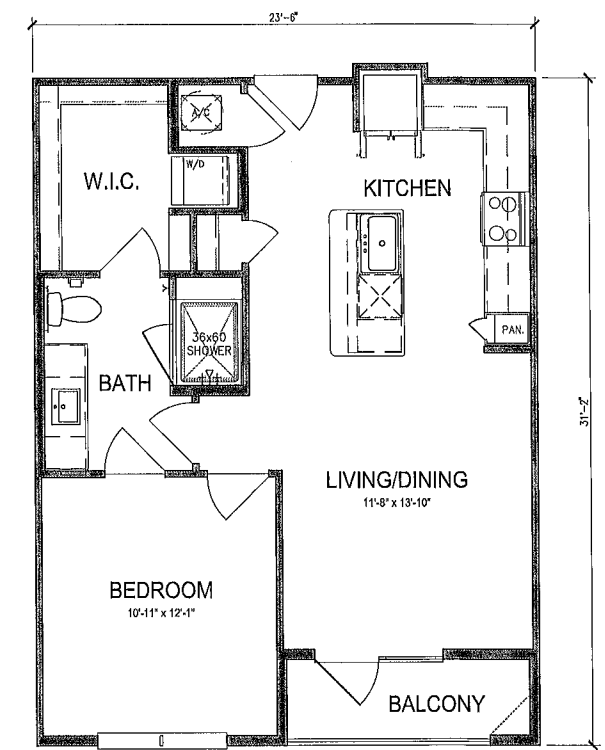
4 UNIT A4
1/4"=1'-0"
NET SF - 721
GROSS SF - 790



3 UNIT A3
1/4"=1'-0"
NET SF - 884
GROSS SF - 946



2 UNIT A2
1/4"=1'-0"
NET SF - 838
GROSS SF - 895



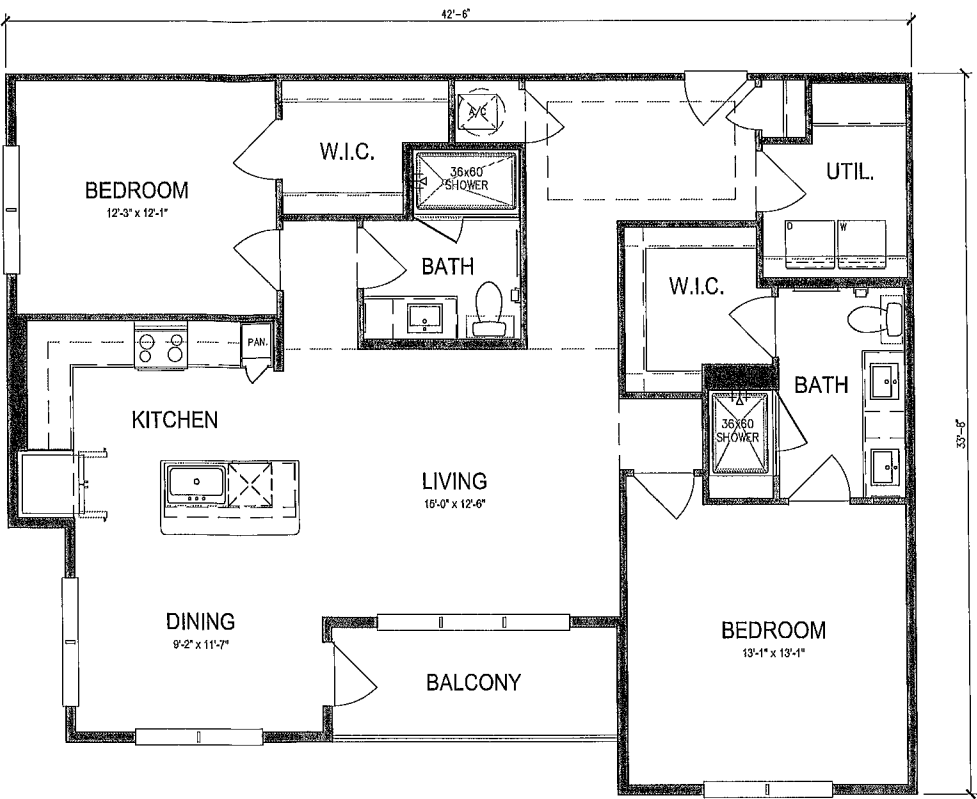
1 UNIT A1
1/4"=1'-0"
NET SF - 687
GROSS SF - 735

UNIT PLANS - MT DORA ACTIVE ADULT
MT DORA, FLORIDA - LIBERTY ACTIVE ADULT

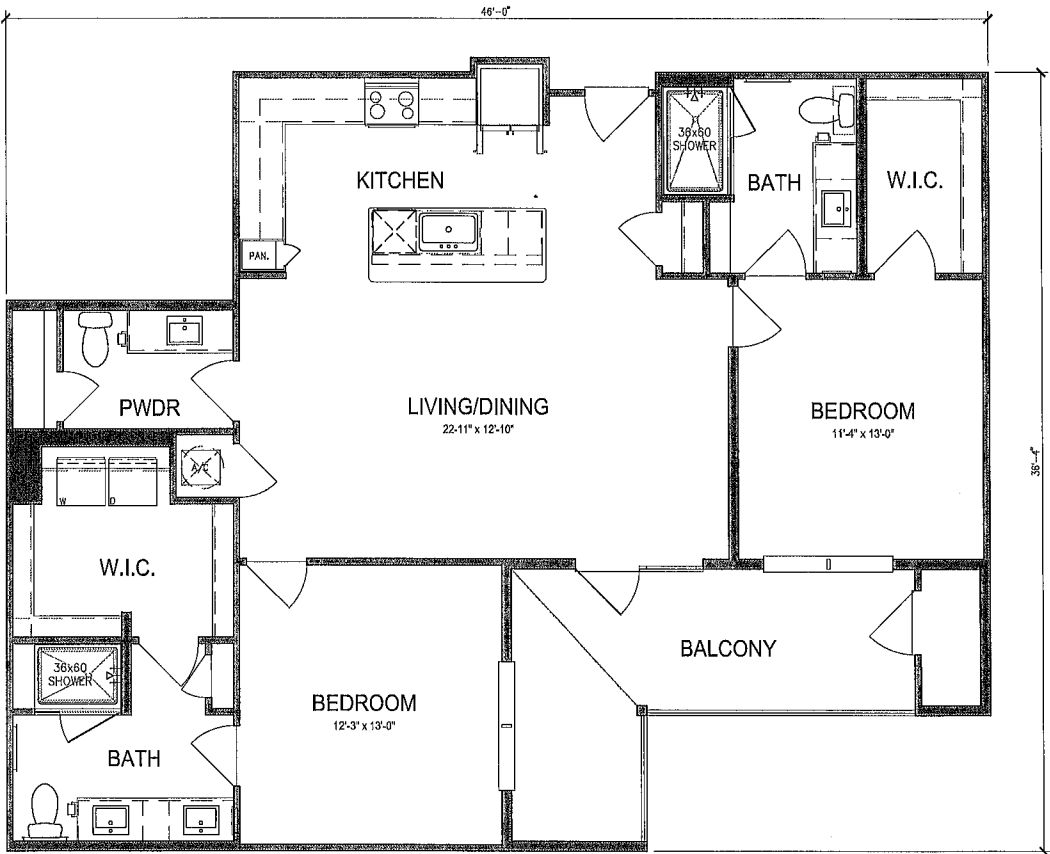
MEEKS PARTNERS
18000 Memorial Drive
Suite 100
Houston, Texas 77079
281.558.8787

A-02

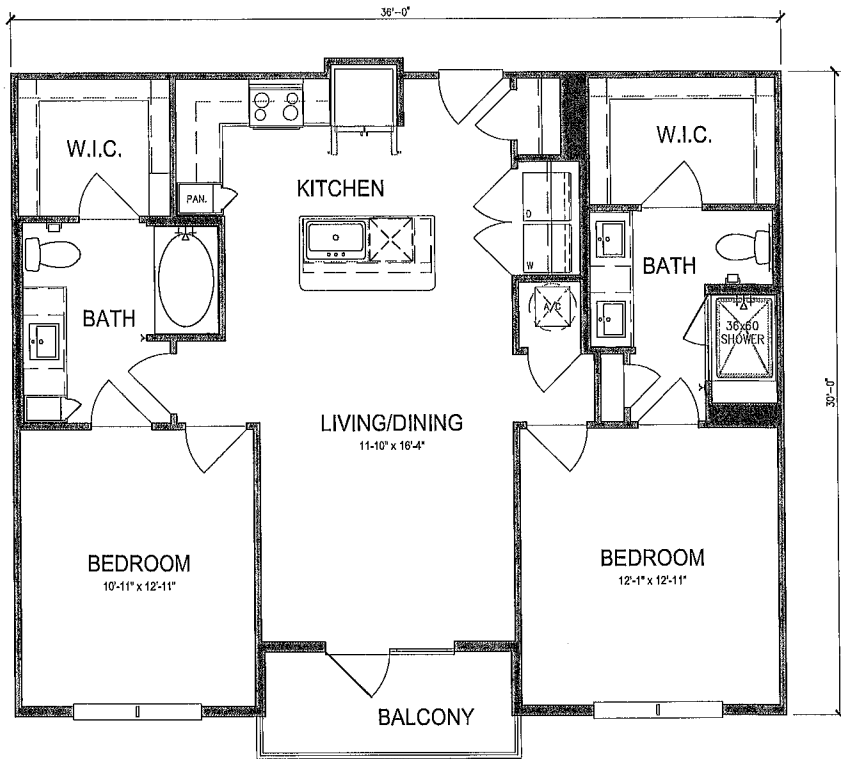
2021 10 13



2 UNIT B2
1/4"=1'-0"
NET SF - 1262
GROSS SF - 1333



3 UNIT B3
1/4"=1'-0"
NET SF - 1262
GROSS SF - 1455

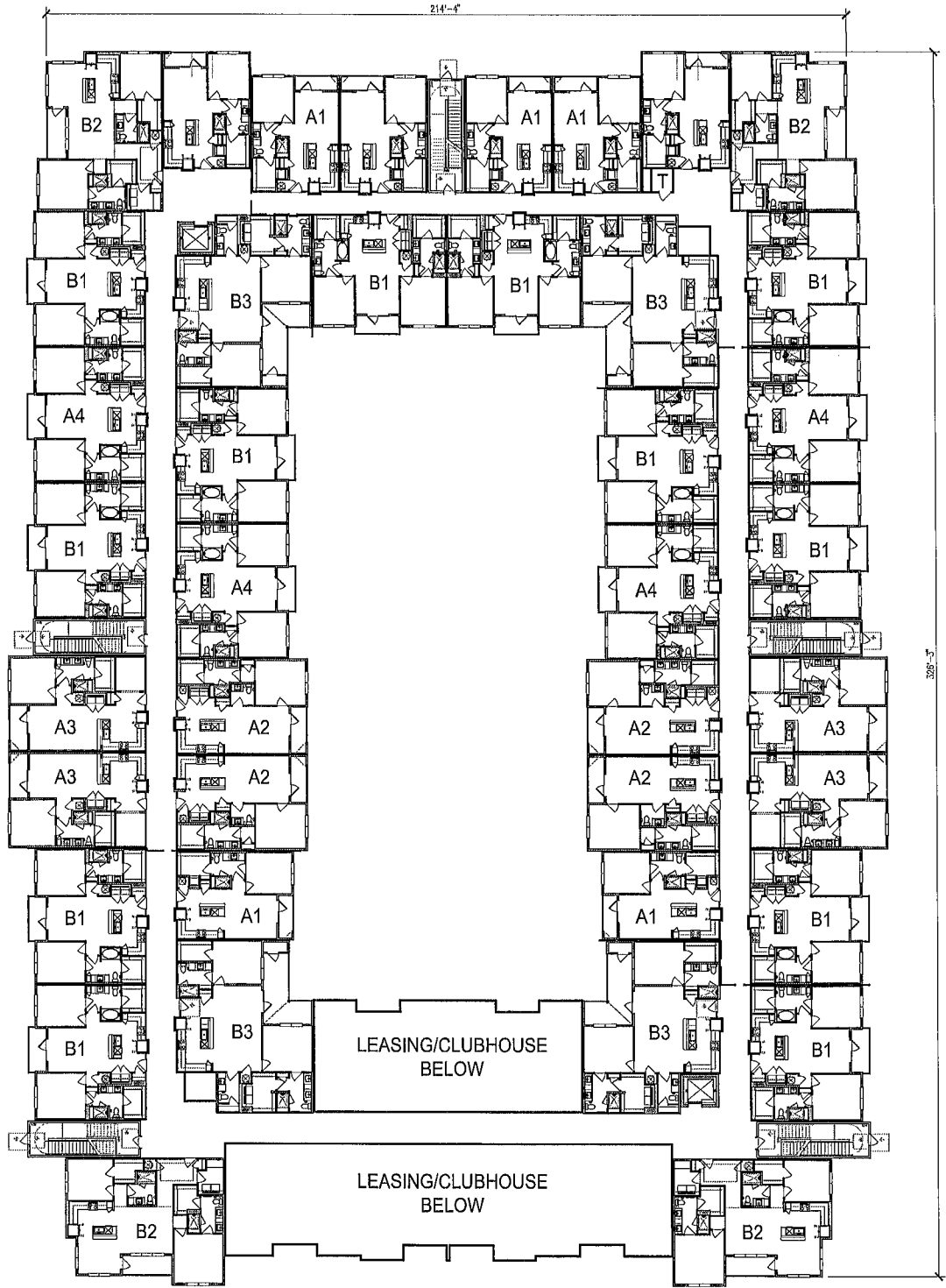


1 UNIT A1
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NET SF - 1048
GROSS SF - 1107

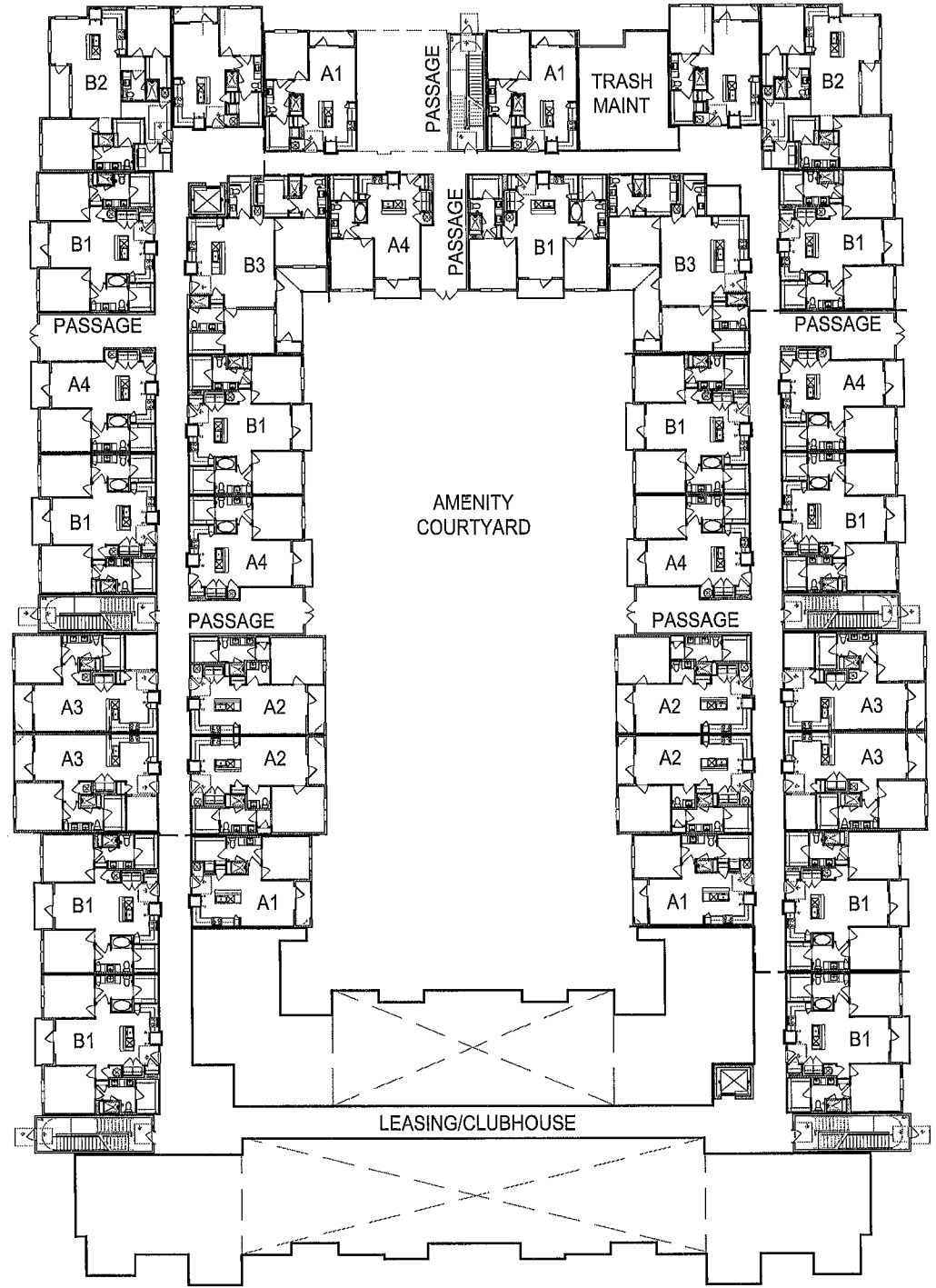
UNIT PLANS - MT DORA ACTIVE ADULT
MT DORA, FLORIDA - LIBERTY SENIOR LIVING

MEEKS PARTNERS
16000 Memorial Drive
Suite 100
Houston, Texas 77079
281.658.8787

A-03



2 BUILDING PLAN - LVL 02
1" = 20'-0"



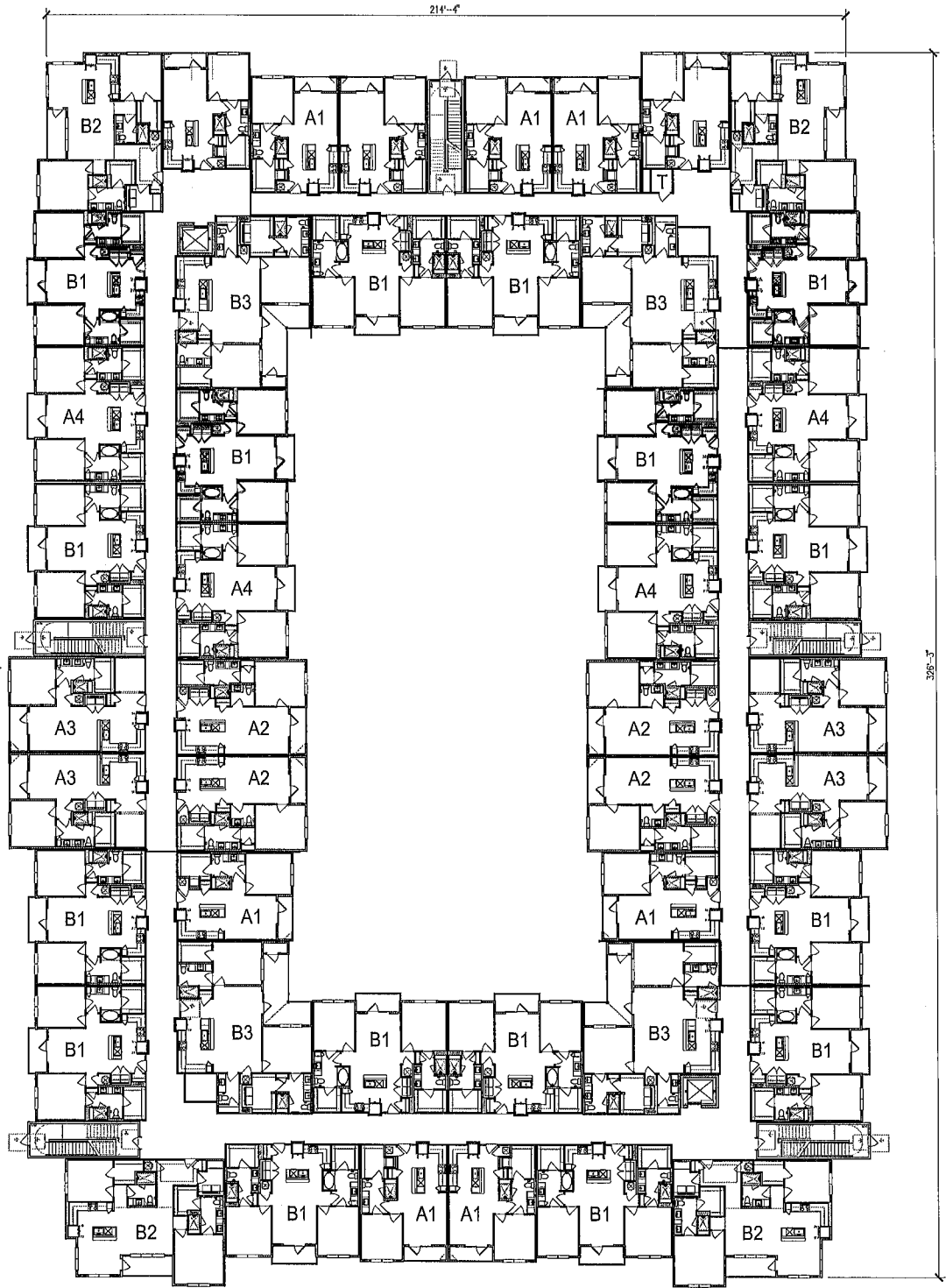
1 BUILDING PLAN - LVL 01
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BUILDING PLANS - MT DORA ACTIVE ADULT
MT DORA, FLORIDA - LIBERTY SENIOR LIVING

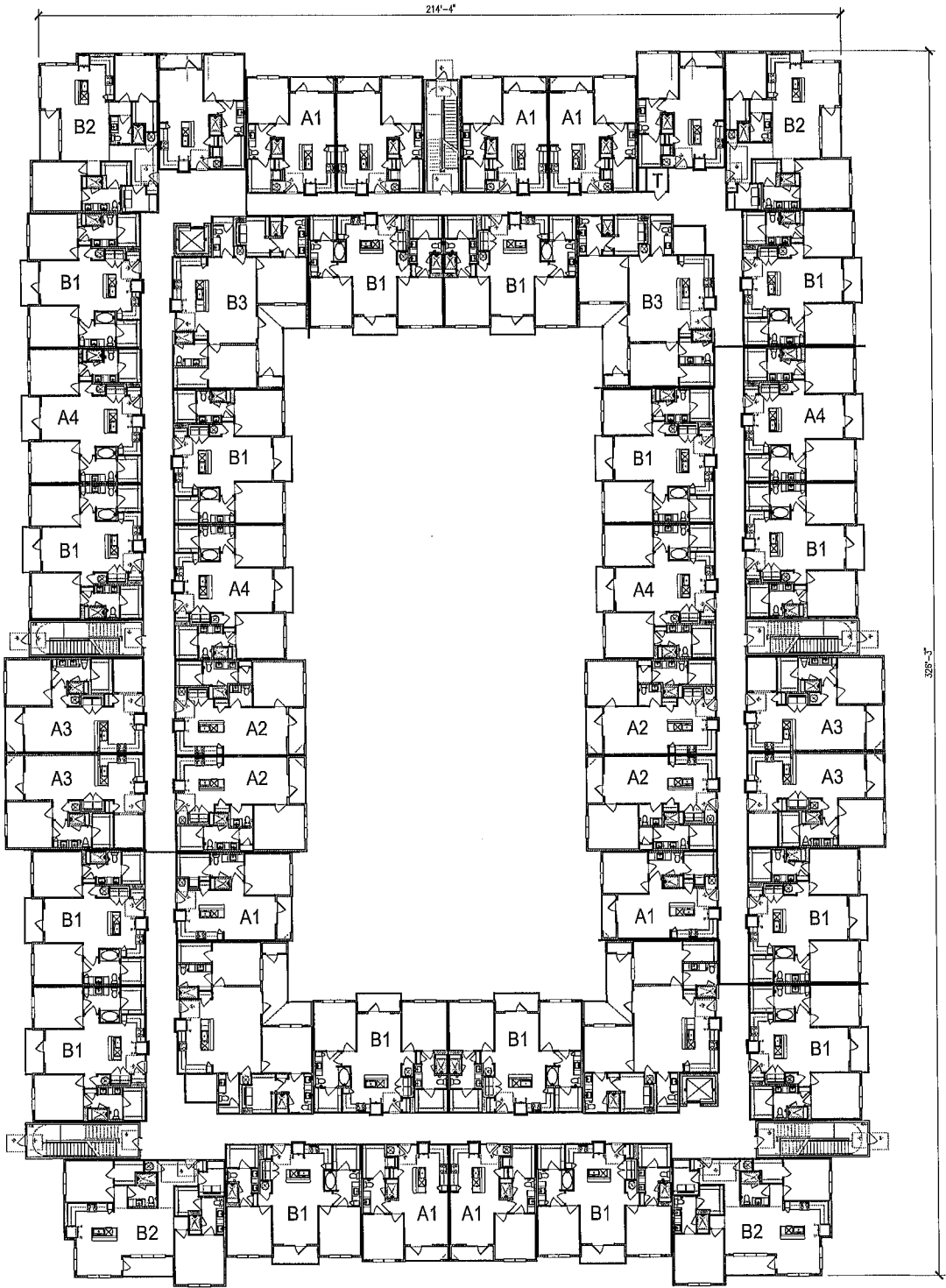
MEEKS PARTNERS
16000 Memorial Drive
Suite 100
Houston, Texas 77079
281.558.8787

A-04

2021 10 13



2 BUILDING PLAN - LVL 04
1" = 20'-0"



1 BUILDING PLAN - LVL 03
1" = 20'-0"

BUILDING PLANS - MT DORA ACTIVE ADULT
MT DORA, FLORIDA - LIBERTY SENIOR LIVING

MEEKS ■ PARTNERS
18000 Memorial Drive
Suite 100
Houston, Texas 77078
281.556.8787

A-05

2021 10 13

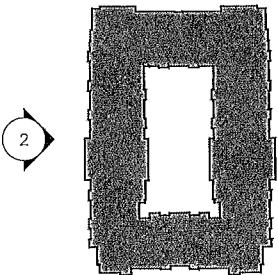


2 EXT ELEVATION
3/32" = 1'-0"



1 EXT ELEVATION
3/32" = 1'-0"

MATERIALS	
1	MASONRY STONE VENEER
2	EXTERIOR STUCCO SYSTEM
3	STOREFRONT GLAZING SYSTEM
4	ARCHITECTURAL SHINGLES
5	STANDING SEAM METAL ROOF
6	42 HT METAL RAILINGS W/ PICKETS
7	METAL AWNING



1 KEYMAP
N.T.S.

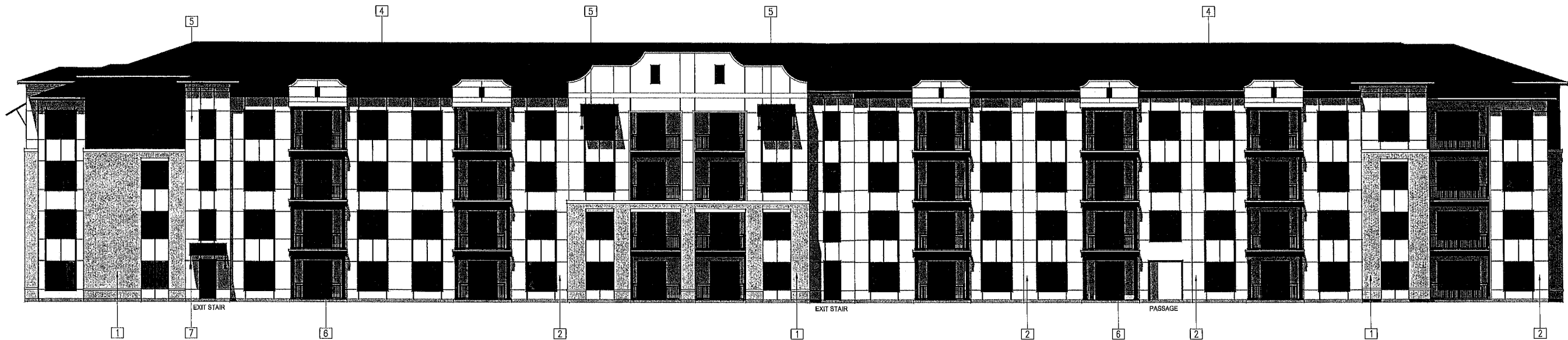
EXTERIOR ELEVATIONS - MT DORA ACTIVE ADULT
MT DORA, FLORIDA - LIBERTY SENIOR LIVING

MEEKS PARTNERS
16000 Memorial Drive
Suite 100
Houston, Texas 77079
281.558.8787

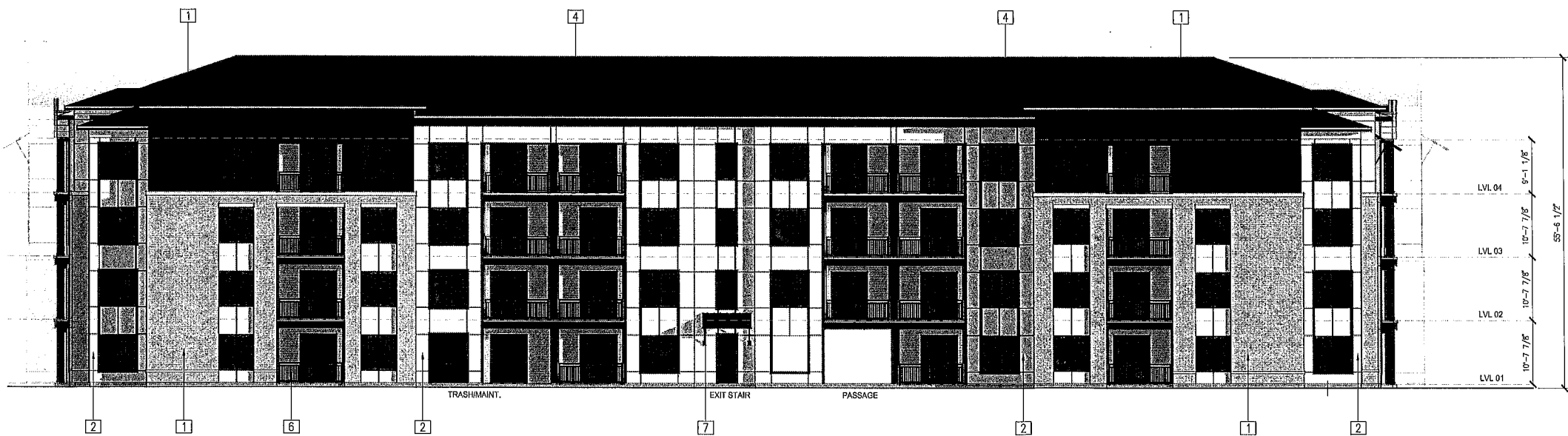
A-06

JOB NO: 21071

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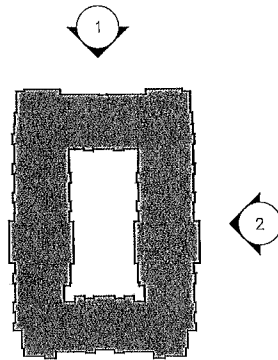


2 EXT ELEVATION
3/32" = 1'-0"



1 EXT ELEVATION
3/32" = 1'-0"

MATERIALS	
1	MASONRY STONE VENEER
2	EXTERIOR STUCCO SYSTEM
3	STOREFRONT GLAZING SYSTEM
4	ARCHITECTURAL SHINGLES
5	STANDING SEAM METAL ROOF
6	42 HT METAL RAILINGS W/ PICKETS
7	METAL AWNING



1 KEYMAP
N.T.S.



EXTERIOR ELEVATIONS - MT DORA ACTIVE ADULT
MT DORA, FLORIDA - LIBERTY SENIOR LIVING

MEEKS PARTNERS
18000 Memorial Drive
Suite 100
Houston, Texas 77079
281.558.8787

A-07

JOB NO. 21071



CITY OF MOUNT DORA

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

DATE: January 18, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request approval of First Reading of Ordinance No. 2022-02, PUD Master Plan Amendment for Villages of Loch Leven

Introduction:

This is a request for City Council to approve the first reading of Ordinance No. 2022-02 and hold the hearing for the second reading and adoption.

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Public Hearing
Discussion
Council Action

Discussion:

Further rezoning descriptions and details are contained in Attachment #1 (Planning and Zoning Commission Staff Report). Legal advertisements for the adoption hearing are included in Attachment #2. The development project is located on the east side of SR 44 at Meadenhall Boulevard. This is an existing Planned Unit Development originally adopted in 2000. The single-family section of the master plan (Landscaster at Loch Leven) was platted in 2010. A total of 113 homesites were built. The remaining section of the development remains vacant. Originally planned for optional multi-family, office, and/or general commercial.

The proposed PUD amendment modifies the remaining portion of the development facing SR 44 with multifamily residential. The proposal is to build the remaining multifamily area of the PUD with a maximum of 125 units. A small area will remain for future commercial/office or multi-family.

The developer has committed to dedicating 2.01 acres to the City as a public park. The City's Parks and Recreation Master Plan has identified this area of Mount Dora as a potential

neighborhood (passive type) park opportunity. The City's Leisure Service Department staff has reviewed the proposed park site and staff believe this location is acceptable to support surrounding neighborhoods.

In general, the proposed master plan amendment includes the following changes to the Villages of Loch Leven:

- ☐ Commercial/office parcel from 9 acres to 1.30 acres.
- ☐ Two (2) acres for a City park.
- ☐ SR 44 buffer width from 65 feet to 40 feet.
- ☐ Townhomes: 125 units.

The sequence of events leading to the presentation to the City Council are as follows:

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on December 15, 2021, recommended approval (vote 6-0) of the PUD Master Plan Amendment.

The Development Review Committee (DRC) on November 24, 2021, recommended approval with conditions of the proposed PUD Master Plan Amendment.

Budget Impact:

There are no budgetary impacts on the City relative to the processing of the rezoning action.

Strategic Impact:

PUD Master Plan 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 residential development.

Recommendation City Council to approve First Reading of Ordinance No. 2022-02 and hold a hearing for second reading and adoption.

Attachment(s):

1. Attachment 1 PZC Staff Report 12-5-2021(Background Information)
2. Attachment 2 Legal Ad Publications (ADA)
3. Ord2022-02 PUD Amend Village Loch Leven (1)
4. Exhibit A Legal Description
5. Exhibit B PUD Master Plan

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Amy Jewell, Leisure Services Director
Sherry Sutphen, City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 1/3/2022

Approved - 1/10/2022

Approved - 1/11/2022

Approved - 1/11/2022

Final Approval - 1/12/2022



**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@cityofmounddora.com

DATE: December 15, 2021

TO: Planning and Zoning Commission

FROM: Development Review Committee
 Vince Sandersfeld, Planning Director

RE: Request for PUD Amendment; Villages of Loch Leven PUD Amendment (Project Name); 29.31 acres (Site Area); East Side of SR 44 at Meadenhall Boulevard (Location) 18740 SR 44 (Site Address); Park Square Enterprises, LLC (Applicant); RGC Ventures, LLC (Owners). Project No. PUD21-03AD

Recommendation:

Staff recommends approval of the above-referenced request. Approval subject to the following items:

- 1) The traffic analysis for his development requires a signal warrant analysis for the intersection of Meadenhall Boulevard and SR 44 [*this item was provided by Lake County Engineering*]; and
- 2) Provide evidence of coordination with Florida Department of Transportation for access management and turning lane improvements at SR 44 access prior to submittal of the site plan [*this items was listed in the Traffic Impact Analysis Conclusions*].

Reference/Support:

Sections 3.4.5 of the City's *Land Development Code*
 Ordinance No. 777 approved the PUD on November 21, 2000
 PUD Amendment approved on August 3, 2004 by Ordinance No. 856

Background:

SITE SUMMARY:

Owner:	RGC Ventures, LLC – Ryan Campbell
Applicant:	Park Square Enterprises, LLC – Chuck Cararetta
Engineer:	Poulos & Bennett, LLC – Jamie T. Poulos, P.E.
Planner:	Poulos & Bennett, LLC – Kathy Hattaway, AICP
Existing Use:	Vacant Land
Proposed Use:	Multiple-Family Residential Townhomes
Current Zoning:	Planned Unit Development (PUD)
Future Land Use:	Medium Density Residential (6 du/acre)
Existing Single Family Units:	230 units
Proposed Townhome Units:	125 units
Total Residential Units:	355 units
Total Residential Acres:	87.70 acres
Existing Developed Acres:	58.39 acres (Lancaster at Loch Leven)
Proposed Residential Acres:	29.31 acres
Proposed Density:	4.05 dwelling units per acre

Planning and Zoning Commission Meeting December 15, 2021

PUD Amendment Villages of Loch Leven

Page 2

Surrounding Property Table:

Direction	City/County	FLU	Zoning	Existing Use(s)
North	County	Urban Low	Agriculture	Single Family Dwellings
South	City	Medium Density	R-1A	Single Family Dwellings
East	City	Medium Density	PUD	Lancaster at Loch Leven
East	County	Public Facilities	Agriculture	Airport
West	County	Urban Low	R-1	Single Family Dwellings

Analysis:

Villages of Loch Leven Planned Unit Development (PUD) was approved by Ordinance 777 on November 21, 2000. There was a PUD amendment approved on August 3, 2004 under Ordinance 856. The original PUD allowed for a maximum of 223 single family dwelling units and a maximum of 261 multifamily units and included a commercial component. The first PUD amendment under Ordinance No. 856 decreased the side setback requirements for single family homes and increased the lot tree requirements for each lot.

The proposed PUD amendment modifies the remaining portion of the development facing SR 44 with multifamily residential. The proposal is to build out the remaining multifamily area of the PUD with townhomes featuring 125 units. The new proposal will allow for 4.05 dwelling units per acre.

The architecture proposed differs from the original PUD as the townhomes will have rear loaded garages as to provide a development that does not have the “garage heavy” look. The original PUD master plan in 2000 contemplated this area for offices, retails, and residential mixture – “village” theme. That vision was never materialized and this section along SR 44 of Mount Dora was developed as traditional subdivisions. The market needs for retail and offices at this location was not practical. The underlying Future Land Use designation for this property is Residential Medium Density.

The project will also have a community park to support the residents of the development and areas of open space to benefit the wildlife in the area. The PUD as a whole will include 38.96 acres of open space. The project is also dedicating 2.01 acres to the City as a public park. The City’s Parks and Recreation Master Plan has identified this area of Mount Dora as potential neighborhood (passive type) park opportunities.

Two additional stormwater ponds will be added per the concept plan.

Attachments:

Vicinity Map

Original PUD Master Plan (Informational)

Traffic Study Conclusions

Application

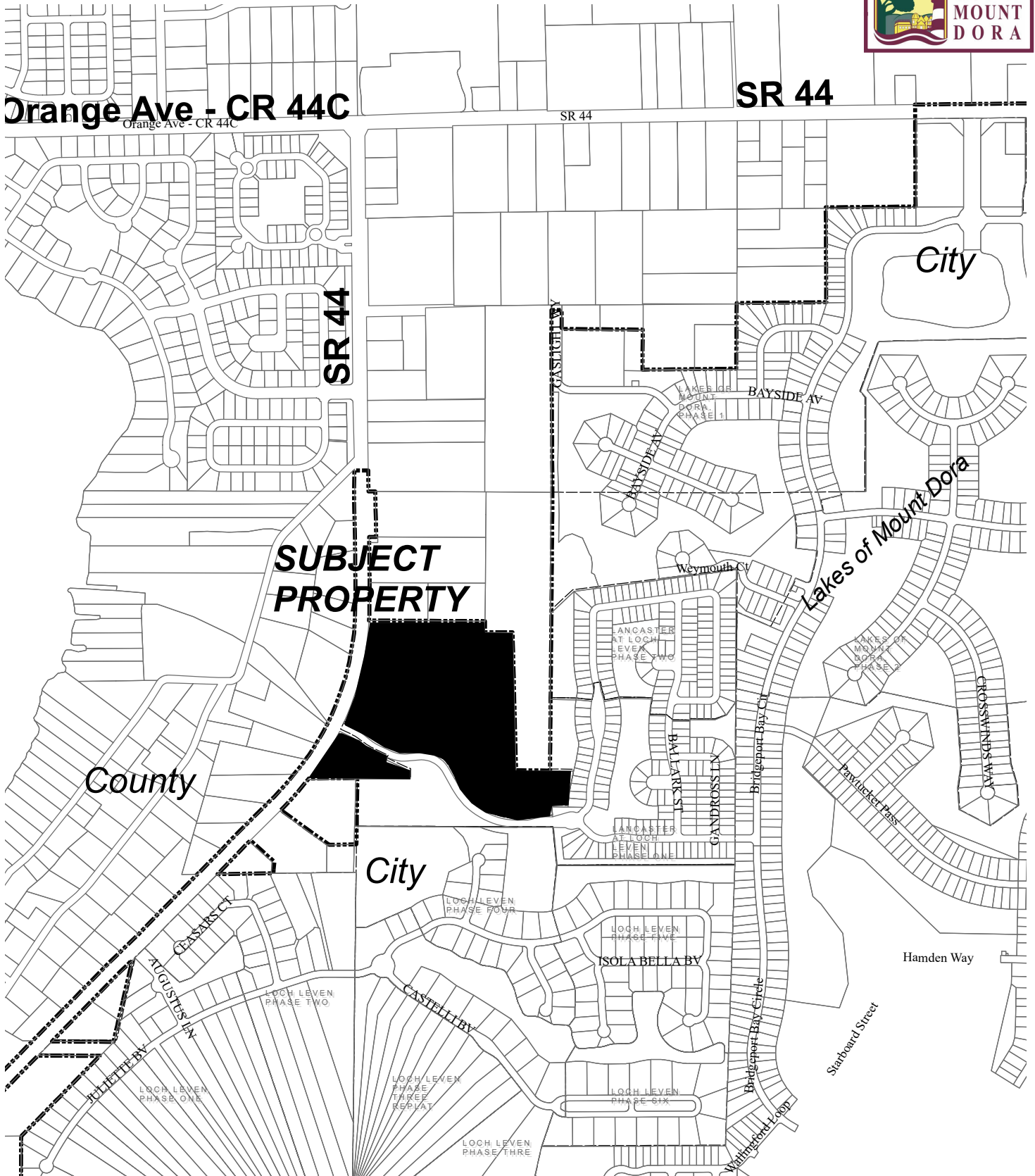
PUD Master Plan ([Master Plan contained in Ordinance No. 2022-02 to avoid duplication](#))

VICINITY MAP

Legend

-  City Limits
-  Subject Property

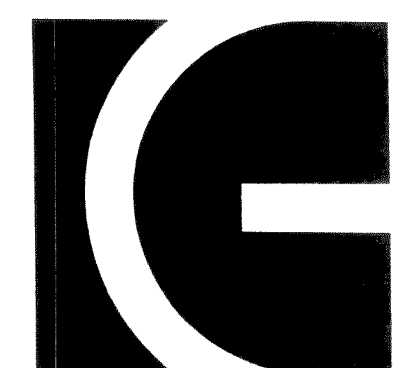
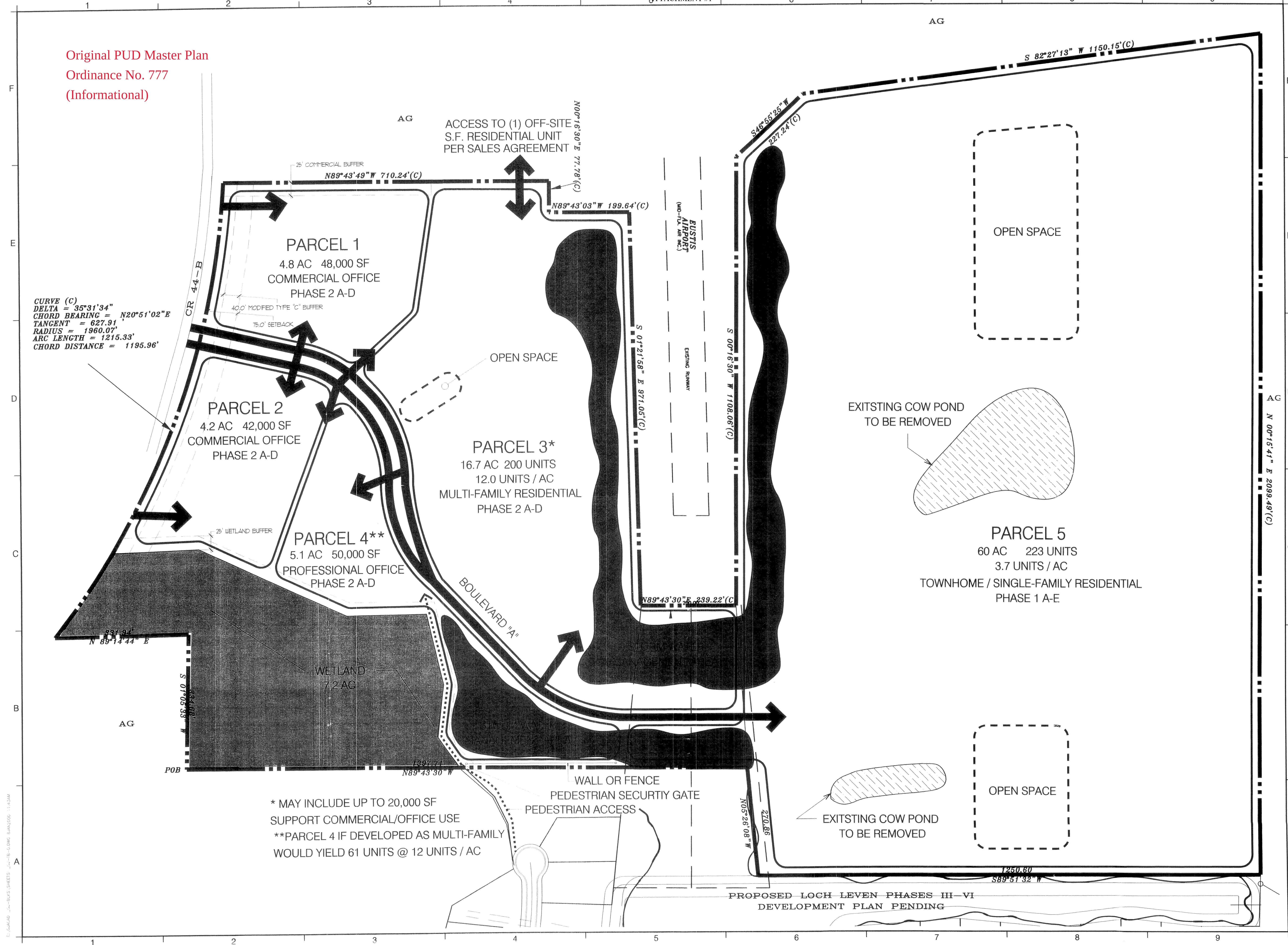
N



Date: 12/2/2021

Prepared by: Mount Dora Planning and Development Dept * 510 N. Baker Street, Mount Dora, FL 32757 * 352-735-7112

Original PUD Master Plan
Ordinance No. 777
(Informational)



**GLATTING
JACKSON
KERCHER
ANGLIN
LOPEZ
RINEHART**

33 East Pine Street
Orlando, FL 32801
P: 407 843 6552
F: 407 839 1789

PROJECT AND OWNER
**VILLAGES OF
LOCH LEVEN**
CITY OF
MOUNT DORA,
FLORIDA

CONSULTANTS

SEAL

PROJECT NO. 11800.02
DESIGNED BY
DRAWN BY
CHECKED BY
DATE 08/31/00
ISSUED FOR:

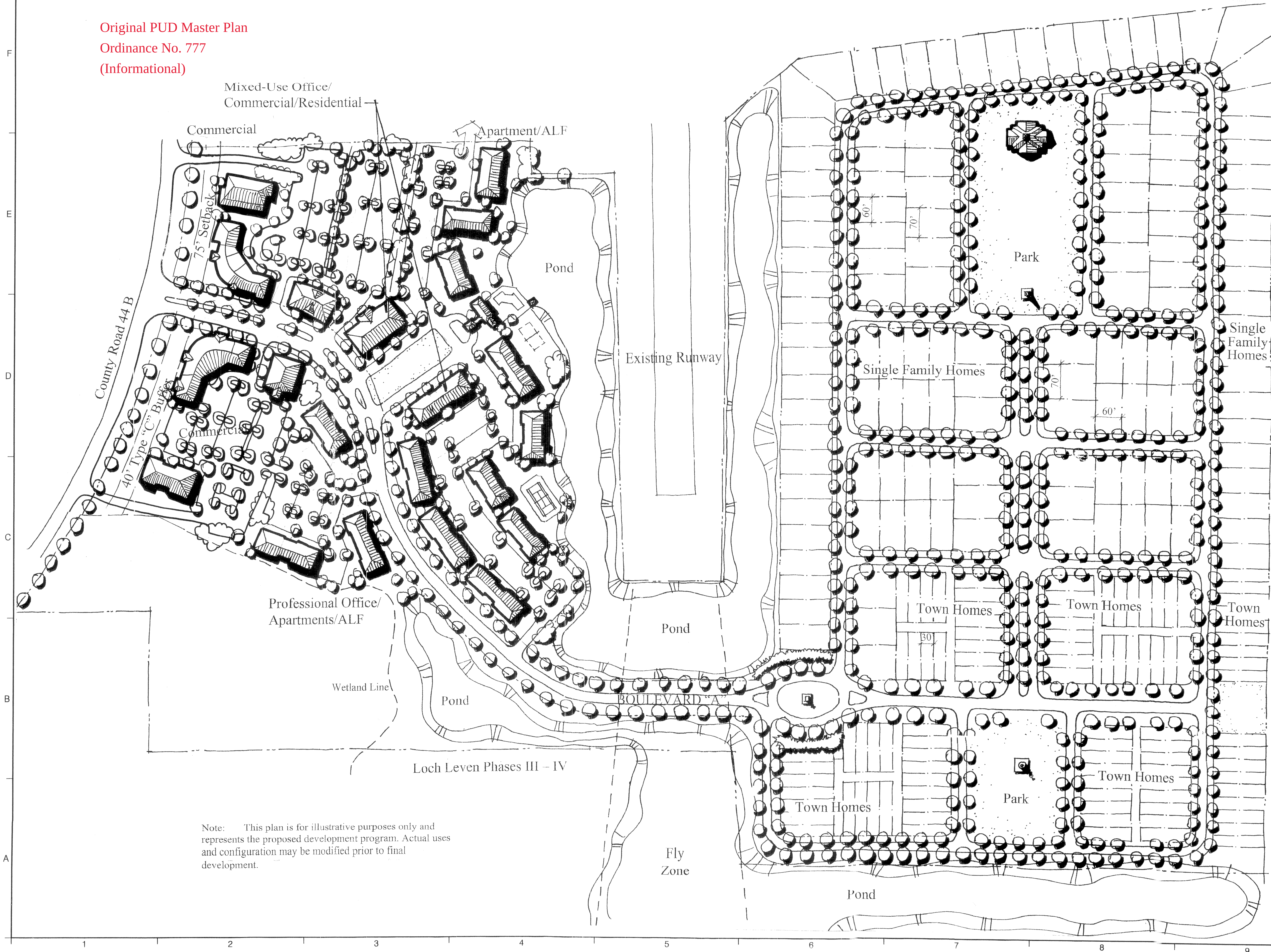
DRAWING SCALE
0 50 100 North

DRAWING TITLE
**PUD PRELIMINARY
MASTER PLAN**

DRAWING NUMBER

SHEET 3 OF 10

Original PUD Master Plan
Ordinance No. 777
(Informational)



Note: This plan is for illustrative purposes only and represents the proposed development program. Actual uses and configuration may be modified prior to final development.



**GLATTING
JACKSON
KERCHER
ANGLIN
LOPEZ
RINEHART**

33 East Pine Street
Orlando, FL 32801
P: 407 843 6552
F: 407 839 1789

PROJECT AND OWNER

**VILLAGES OF
LOCH LEVEN**

CITY OF
MOUNT DORA,
FLORIDA

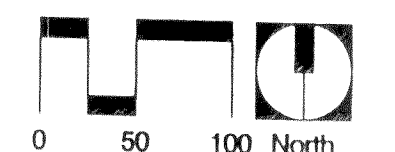
CONSULTANTS

SEAL

PROJECT NO. 19300.02
DESIGNED BY
DRAWN BY
CHECKED BY
DATE 08/31/00

ISSUED FOR:

DRAWING SCALE



DRAWING TITLE

**ILLUSTRATIVE
PLAN**

DRAWING NUMBER

STUDY CONCLUSIONS

This traffic analysis was conducted in order to assess the traffic impact of the proposed Loch Leven PUD development in the City of Mount Dora, Lake County. The project site is located in the northeast corner of SR 44 and Meadenhall Boulevard. The project consists of 131 townhome residential units. Access to the site is proposed via two full access driveways, one on SR 44 and the other on Meadenhall Boulevard.

- The proposed development is estimated to generate 950 daily trips and 75 P.M. peak hour trips.
- The roadway segment capacity analysis indicates that all the study roadway segments currently operate at satisfactory Levels of Service except for the segment of SR 44 from US 441 to Waycross Avenue which is failing under existing conditions. In the projected conditions another segment of SR 44 from Waycross Avenue to Orange Avenue will fail with or without project traffic. Other roadway segments within the study area are projected to operate at satisfactory Levels of Service.
- SR 44 from US 441 to Orange Avenue is planned to be widened by FDOT to four lanes. The design is under way but the construction schedule not determined yet.
- The intersection capacity analysis indicates that the SR 44/Orange Avenue intersections is currently operating at LOS F due to excessive delays on the northbound approach due to the short signal cycle and coordinated system which favors the east-west movements. Signal modification is required to improve the LOS of the intersection. The projected intersection capacity analysis indicates the same results as the existing.
- The existing turn lane lengths at the impacted separate turn lanes are adequate to accommodate the additional trips for the proposed development except for the northbound left turn lane at SR 44/Orange Avenue intersection and eastbound left turn lane at US 441 and SR 44. These turn lanes cannot be extended due to existing left turn lanes in opposing directions with common tapers. These turn lanes deficiencies are existing and not caused by the project trips.



- The proposed development will be served by two access driveways, one on SR 44 and one on Meadenhall Boulevard. At the main entrance on SR 44, a southbound left turn lane is recommended and should be provided. No turn lanes are recommended at the Meadenhall Boulevard site access. The access driveways are projected to operate at satisfactory Levels of Service.





CITY OF
MOUNT
DORA

PUD21-03AD

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@cityofmounddora.com

**PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT
APPLICATION**

Date: 11/1/2021 Project Name: Villages of Loch Leven PUD Amendment

Amendment: (1st, 2nd, 3rd, 2nd)

1. Applicant's Name: Chuck Cavaretta
Company's Name: Park Square Enterprises, LLC
Address: 5200 Vineland Road, Suite 200
City, State & Zip: Orlando, FL 32811
Phone: 407-487-2594 E-mail: khattaway@poulosandbennett.com
2. Property Owner's Name(s): RGC VENTURES LLC
Company's Name: RGC VENTURES, LLC
Address: 911 Tuskawilla Trail
City, State & Zip: Winter Springs, FL 32708
Phone: N/A E-mail: N/A
3. Engineer's Name: Jamie T. Poulos, P.E.
Company's Name: Poulos & Bennett, LLC
Address: 2602 E Livingston Street
City, State & Zip: Orlando, FL 32803
Phone: 407-487-2594 E-mail: jpoulos@poulosandbennett.com
4. Landscape Architect: N/A - Will engage at Preliminary Plat stage
Company's Name: _____
Address: _____
City, State & Zip: _____
Phone: _____ E-mail: _____

5. The property generally located and list adjacent streets: _____
East of SR 44/CR 44B and north of Meadenhall Boulevard
-
6. Size of property in Acres: PD=100 ac./PUD Amendment Parcel=29.31 ac. _____ Square Feet: PD=4,356,000 sq. ft./PUD Amendment Parcel=1,246,743.6 sq. ft. _____
7. Zoning District: PUD Future Land Use Category: MD
8. Provide description of the proposed use: _____
Amend the Villages of Loch Leven PUD to develop the north side of Meadenhall Blvd with townhomes and a 2-acre city park.
-
9. State the reason for this request (attach written summary if additional space is needed):
In order to develop the PUD Amendment parcel with 125 townhomes and
and provide the City of Mount Dora with a 2-acre city park fronting on Meadenhall Blvd.
-
10. Has an application been filed within the last 12 months (describe, if yes)? no
-
11. Provide justification (include data, analysis, etc): In order to develop the PUD Amendment parcel with 125 townhomes and
provide the City of Mount Dora with a 2-acre city park fronting on Meadenhall Blvd.

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. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

Chris O'Neil

Owner/Applicant Signature

11-10-71

Date _____

**ATTACHMENT #1
OWNER AUTHORIZATION FORM**

FOR PROJECTS LOCATED IN MOUNT DORA, FLORIDA

I/WE, (PRINT PROPERTY OWNER NAME) RGC VENTURES LLC, AS THE OWNER(S) OF THE REAL
PROPERTY DESCRIBED AS FOLLOWS, Lake County Parcel ID: 17-19-27-0001-000-06700 DO
HEREBY AUTHORIZE TO ACT AS APPLICANT (PRINT APPLICANT'S NAME) CHUCK CAVARETTA TO
PARK SQUARE ENTERPRISES, LLC
EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND
MORE SPECIFICALLY DESCRIBED AS FOLLOWS, PUD Amendment, AND TO
APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS
APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

DATE: Nov 8, 2021 [Signature]
Signature of Property Owner

Ryan Campbell
Print Name Property Owner

DATE: Nov 8, 2021 [Signature]
Signature of Property Owner

Ginamarie Campbell
Print Name Property Owner

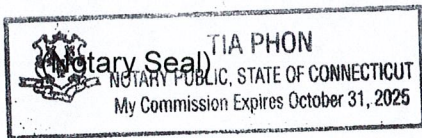
STATE OF Connecticut

COUNTY OF Hartford

I certify that the foregoing instrument was acknowledged before me this 8th day of November
20 21 by Tia Phou. He / she is personally known to me or has produced
Florida Drivers License as identification and did/did not take an oath.

C514-737-71-323-0
Exp: 09/03/2025

Witness my hand and official seal in the county and state stated above on the 8th day of
November, in the year 2021.



[Signature]
Signature of Notary Public
Notary Public for the State of Florida

My Commission Expires: October 31st, 2025

Legal Description(s) or Parcel Identification Number(s)

PARCEL ID#: 17-19-27-0001-000-06700

LEGAL DESCRIPTION:



MAP ID	PARCEL NO.	OWNER NAME	ACRES
1	171927000100006700	RGC VENTURES LLC	29.26
Total Acres:			29.26

Map Source: Esri, Lake County, FL

- Subject Property
- Municipal Boundary

Location Map

VILLAGES OF LOCH LEVEN PUD AMENDMENT

04/05/2021
P & B Job No: 21-055

2602 E. Livingston Street
Orlando, FL 32803 Ph. 407-487-2594

POULOS & BENNETT

www.poulosandbennett.com
Certificate of Authorization No. 28567



This Instrument Was Prepared
By And Should Be Returned To:

John C. Strickroot, Jr., Esq.
SHUTTS & BOWEN LLP
525 Okeechobee Blvd., Suite 1100
West Palm Beach, Florida 33401



Property Appraisers Parcel
Identification (Folio) Number:
17-19-27-000100006700
17-19-27-000100008800

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, executed as of the ____ day of October, 2013, by **INDIGO LAND MT. DORA DEVELOPMENT LLC**, a Delaware limited liability company (the "**Grantor**"), whose mailing address is c/o Portigon, 7 World Trade Center, 250 Greenwich Street, New York, NY 10007, to **RGC VENTURES LLC**, a Florida limited liability company (the "**Grantee**"), whose mailing address is 3509 Merivale Drive, Casselberry, FL 32707.

WITNESSETH:

That Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is acknowledged, has granted, bargained, and sold to Grantee and Grantee's heirs and assigns forever, the following described real property situate, lying, and being in Lake County, Florida, and described in **EXHIBIT "A"** attached to this Deed (the "**Property**"):

Together with all easements, tenements, hereditaments, and appurtenances belonging or in any ways appertaining to the Property, and the reversion and reversions, remainder and remainders, rents, issues, and profits of the Property, and all the estate, right, title, interest, claims, and demands whatsoever of the Grantor, either in law or equity, of, in, and to the Property, with the hereditaments and appurtenances to the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor covenants with Grantee that, except as above noted and as limited by the next sentence, at the time of the delivery of this Deed the Property was free from all encumbrances made by Grantor, and that Grantor hereby specially warrants the title to the Property and will defend it against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise. Grantor shall have no liability under the warranties contained in this Deed or otherwise as to any of the documents recorded in the Public Records that are disclosed in the title insurance commitment issued to Grantee in connection with this conveyance. The title insurance commitment is not incorporated into this Deed and third parties dealing with title to the Property need not review the title insurance commitment and are not placed on inquiry notice of the matters contained in the commitment. The parties do not intend to reimpose any of the documents affecting title to the Property.

[Signature on following page]

ATTACHMENT #2
CITY OF MOUNT DORA, FLORIDA
NOTICE OF PUBLIC HEARING
REQUEST FOR VILLAGES OF LOCH LEVEN
PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT

Notice is hereby given that the City of Mount Dora Planning and Zoning Commission will conduct a public hearing to consider a request for a Planned Unit Development (PUD) Master Plan Amendment for the Villages of Loch Leven. This hearing will be held on **Wednesday, December 15, 2021 at 10:00 a.m.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

**REQUEST FOR PLANNED UNIT DEVELOPMENT (PUD)
AMENDMENT; VILLAGES OF LOCH LEVEN (PROJECT NAME);
100.00 ACRES (SITE AREA); EAST SIDE OF SR 44 AND NORTH SIDE
OF MEADENHALL BOULEVARD (LOCATION); PARK SQUARE
ENTERPRISES, LLC (APPLICANT); RGC VENTURES, LLC (OWNERS).**

**IN GENERAL, THE PROPOSED MASTER PLAN AMENDMENT
INCLUDES THE FOLLOWING CHANGES TO THE VILLAGES OF
LOCH LEVEN:**

- **COMMERCIAL/OFFICE PARCEL FROM 9 ACRES TO 1.30 ACRES.**
- **PROPOSED DEDICATION TWO (2) ACRES CITY PARK.**
- **CHANGE IN SR 44 BUFFER WIDTH FROM 65 FEET TO 40 FEET.**
- **PROPOSED TOWNHOMES PARCEL FACING SR 44: 125 UNITS.**

FURTHER, notice is hereby given City Council of the City of Mount Dora, Florida will conduct a public hearing of the proposed PUD Amendment, Ordinance No. 2022-02, on **Tuesday, January 18, 2022, at 6:00 P.M.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida pertaining to the above PUD Master Plan Amendment request.

Interested parties may appear at these meetings and be heard with respect to the requested PUD Master Plan Amendment.

These public hearings 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 North Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

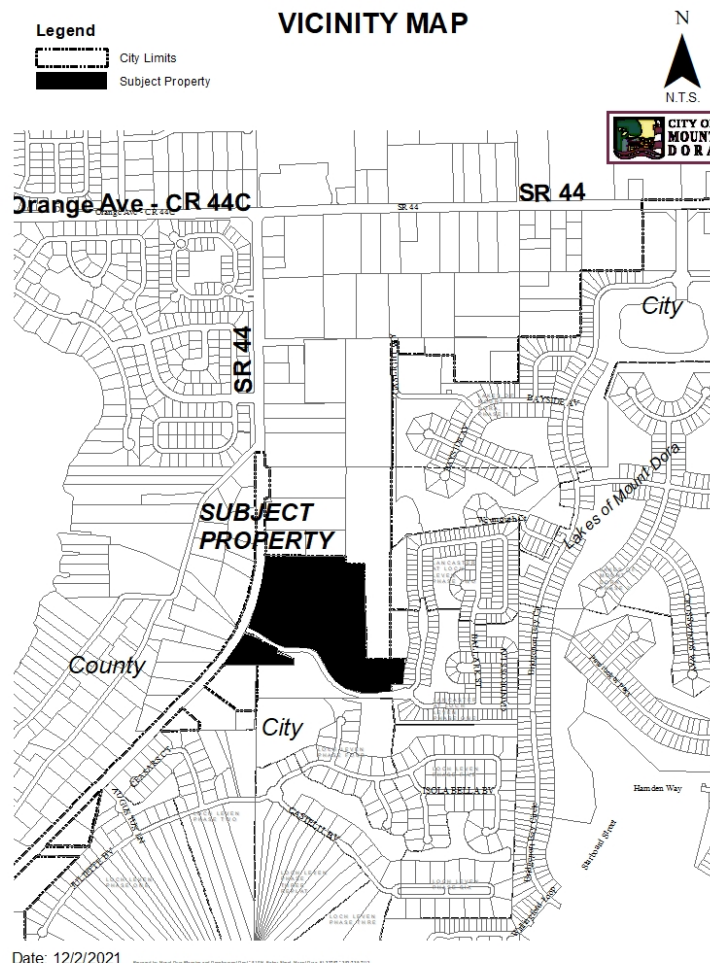
NOTICE: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the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

Published Date (Legal): December 3, 2021

ORDINANCE NO: 2022-02

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE MASTER PLAN FOR VILLAGES OF LOCH LEVEN; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENT TO THE VILLAGES OF LOCH LEVEN PLANNED UNIT DEVELOPMENT TERMS AND CONDITIONS; 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.



ATTACHMENT #2

Interested parties may appear at the above meeting and be heard with respect to the proposed amendment to the Planned Unit Development.

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: January 7, 2022

ORDINANCE NO: 2022-02

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE MASTER PLAN FOR VILLAGES OF LOCH LEVEN; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENT TO THE VILLAGES OF LOCH LEVEN PLANNED UNIT DEVELOPMENT TERMS AND CONDITIONS; 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, RGC Ventures, LLC is the property owner (Property Owner) of that property more particularly described in **Exhibit "A"** attached hereto (Property); and

WHEREAS, on November 21, 2000, the City adopted Ordinance No. 777, Villages of Loch Leven PUD Final Development Plan, authorizing the rezoning of the Property to PUD and setting forth the development conditions for the Villages of Loch Leven PUD; and

WHEREAS, Property Owner has requested amendment to the development conditions for the Villages of Loch Leven PUD for a maximum 125 residential multi-family units; and

WHEREAS, the revisions to the terms and conditions to the Villages of Loch Leven PUD are consistent with the City's Comprehensive Plan and the underlying Residential Medium Density (6.0 dwelling units per acre or less) designation for the Property; and

WHEREAS, the City of Mount Dora has received public input related to the requested revisions to the Villages of Loch Leven PUD; and

WHEREAS, the City of Mount Dora has received a recommendation of approval from City staff and the City's Planning and Zoning Commission related to the revisions to the Villages of Loch Leven PUD; and

WHEREAS, the City of Mount Dora finds the requested revisions to the Villages of Loch Leven PUD to be in the best interest of the citizens of the City of Mount Dora.

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 Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. Amending Ordinance No.: 777 - Villages of Loch Leven Planned Unit Master Plan Terms and Conditions.

City of Mount Dora Ordinance No.: 777, Rezoning and Approval of Villages of Loch Leven Terms and Conditions, Exhibit “B” is hereby amended as follows:

- (a) The Property shall be subject to all conditions set forth in the City’s Land Development Code, except for the conditions, zoning performance standards, site designs standards, permitted uses and other components described or graphically depicted on the Master Plan for Villages of Loch Leven attached hereto as **Exhibit “B”**, which shall be the controlling master plan for the Property.

SECTION 3. 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 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the revisions to the Villages of Loch Leven PUD, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. 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 6. Conflicts. All Ordinances or parts of Ordinances 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 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 8. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING: _____

SECOND READING: _____

PASSED AND ADOPTED this _____ day of _____ 2022.

CHRISSY STILE
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 Legal Description

EXHIBIT “B”
Villages of Loch Leven PUD Master Plan

Exhibit "A"

VILLAGES OF LOCH LEVEN

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER (E. 1/4) CORNER OF SAID SECTION 17; THENCE NORTH 00°36'32" WEST ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 17, A DISTANCE OF 18.34 FEET; THENCE SOUTH 88°05'41" WEST ALONG THE NORTH LINE OF THE PLAT "LOCH LEVEN PHASE FIVE" AS RECORDED IN PLAT BOOK 53, PAGES 45 AND 46 OF THE PUBLIC RECORDS OF LAKE COUNTY FLORIDA, 1250.60 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF TRACT "G" OF THE PLAT "LOCH LEVEN PHASE FOUR" AS RECORDED IN PLAT BOOK 48, PAGES 28 AND 29 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 06°18'38" WEST ALONG SAID EAST LINE AND THE NORTHERLY PROJECTION THEREOF, 348.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 06°18'38" WEST ALONG SAID PROJECTION LINE, 69.71 FEET; THENCE NORTH 90°00'00" EAST, 114.36 FEET; THENCE NORTH 04°50'51" EAST, 103.70 FEET; THENCE NORTH 10°24'45" EAST 135.40 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 885.00 FEET, A CENTRAL ANGLE OF 01°15'04", AN ARC DISTANCE OF 19.32 FEET; THENCE SOUTH 89°24'00" WEST, 406.23 FEET; THENCE NORTH 02°14'29" WEST, 971.04 FEET; THENCE SOUTH 89°02'127" WEST, 199.64 FEET; 00" WEST, 406.23 FEET; THENCE NORTH 02°14'29" WEST, 971.04 FEET; THENCE SOUTH 89°02'127" WEST, 199.64 FEET; 29" WEST, 971.04 FEET; THENCE SOUTH 89°02'127" WEST, 199.64 FEET; THENCE NORTH 00°36'00" WEST, 77.78 FEET TO A POINT ON A LINE 911.51 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE EAST ONE-HALF (E 1/2) OF SAID SECTION 17; THENCE SOUTH 89°24'29" WEST ALONG SAID PARALLEL LINE, 811.77 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 44B AS EXISTING AND IN USE; THENCE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1960.08 FEET, A CENTRAL ANGLE OF 21°53'04", A CHORD BEARING SOUTH 13°09'4" WEST, AN ARC DISTANCE OF 04", A CHORD BEARING SOUTH 13°09'4" WEST, AN ARC DISTANCE OF 748.66 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, SOUTH 65°42'22" EAST, 74.10 FEET TO A POINT OF 22" EAST, 74.10 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 387.00 FEET, A CENTRAL ANGLE OF 17°56'08", AN ARC DISTANCE OF 121.14 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUE EASTERLY ALONG THE ARC OF SAID CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 325.00 FEET; A CENTRAL ANGLE OF 17°56'08", AN ARC DISTANCE OF 101.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH 65°42'22" EAST, 91.23 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 30°56'46", AN ARC DISTANCE OF 121.53 FEET TO A POINT OF TANGENCY; THENCE NORTH 83°20'52" EAST, 74.87 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 66°41'55",

AN ARC DISTANCE OF 261.92 FEET TO A POINT OF TANGENCY; THENCE SOUTH 29°57'14" EAST, 76.92 FEET; THENCE NORTH 60°02'46" EAST, 55.00 FEET; THENCE SOUTH 29°57'14" EAST, 55.00 FEET; THENCE SOUTH 60°02'46" WEST, 55.00 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 60°38'46", A CHORD BEARING SOUTH 60°16'37" EAST, AN ARC DISTANCE OF 502.78 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°24'00" EAST, 00" EAST; 50.00 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 18°11'42", AN ARC DISTANCE OF 71.45 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 18°11'42", AN ARC DISTANCE OF 87.33 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°24'00" EAST, 26.06 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 87.00 FEET, A CENTRAL ANGLE OF 11°34'53", AN ARC DISTANCE OF 17.59 FEET TO THE POINT OF BEGINNING;

City of Mount Dora, FL

DATE: December 3, 2021

FEMA Flood Classification	
Zone	Zone Description
A	No Base Flood Elevation Determined.
AE	Base Flood Elevations Determined.
X	Area Outside The 100 Year Flood. Areas Of 0.2% Annual Chance Flood; Areas Of 1% Annual Chance Flood With Average Depths Of Less Than 1 Foot Or With Drainage Areas Less Than 1 Square Mile; And Areas Protected By Levees From 1% Annual Chance Flood.

Source: FEMA Map Service Center, Lake Co., Florida, Map No. 12069C0357E, Panel 385, Dated Revised: 12/18/2012

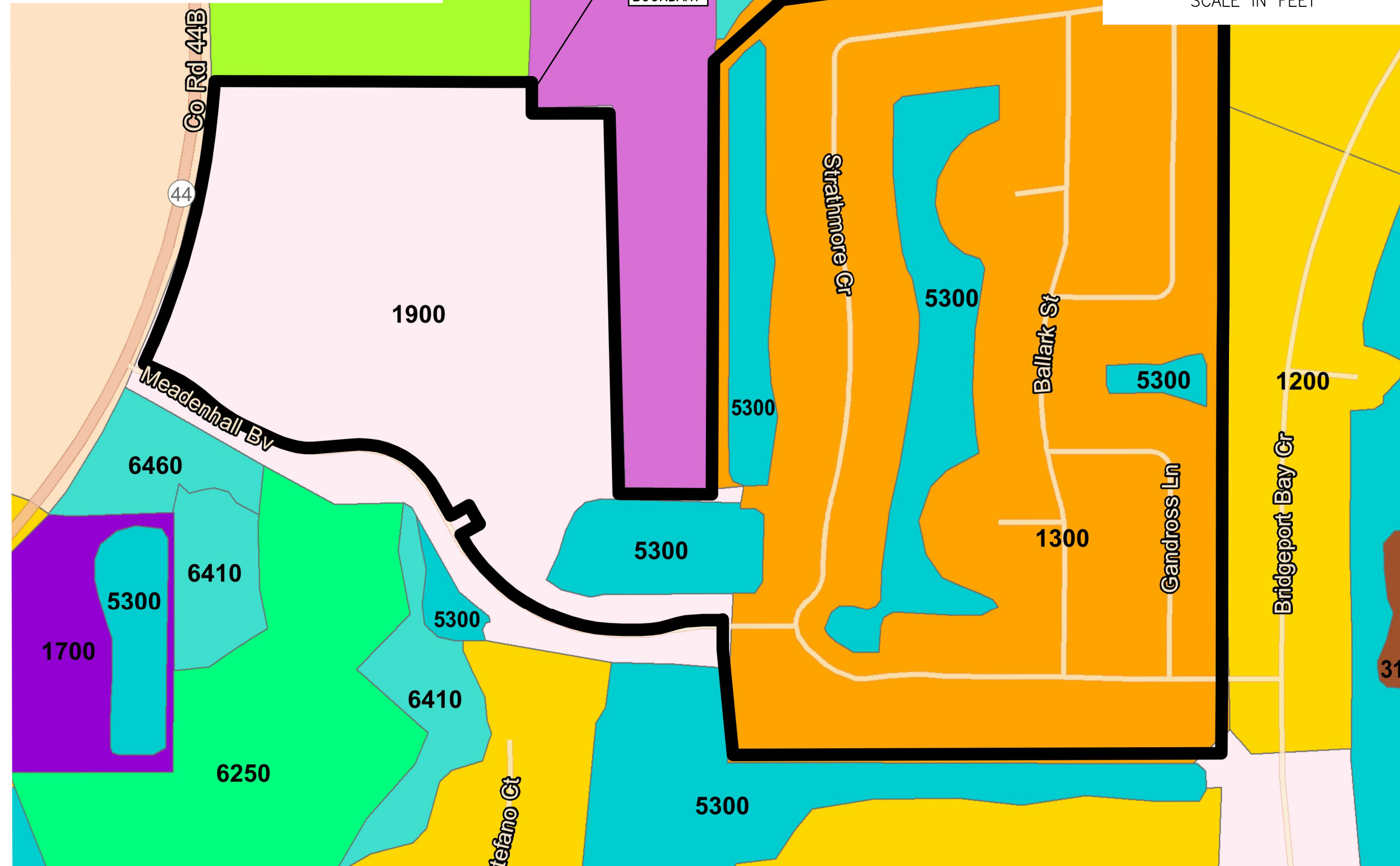


FEMA FLOODPLAIN MAP

SCALE: 1" = 200'

FLUCCS Classification	
FLUCCS #	FLUCCS Name
1900	Residential High Density
5300	Reservoirs

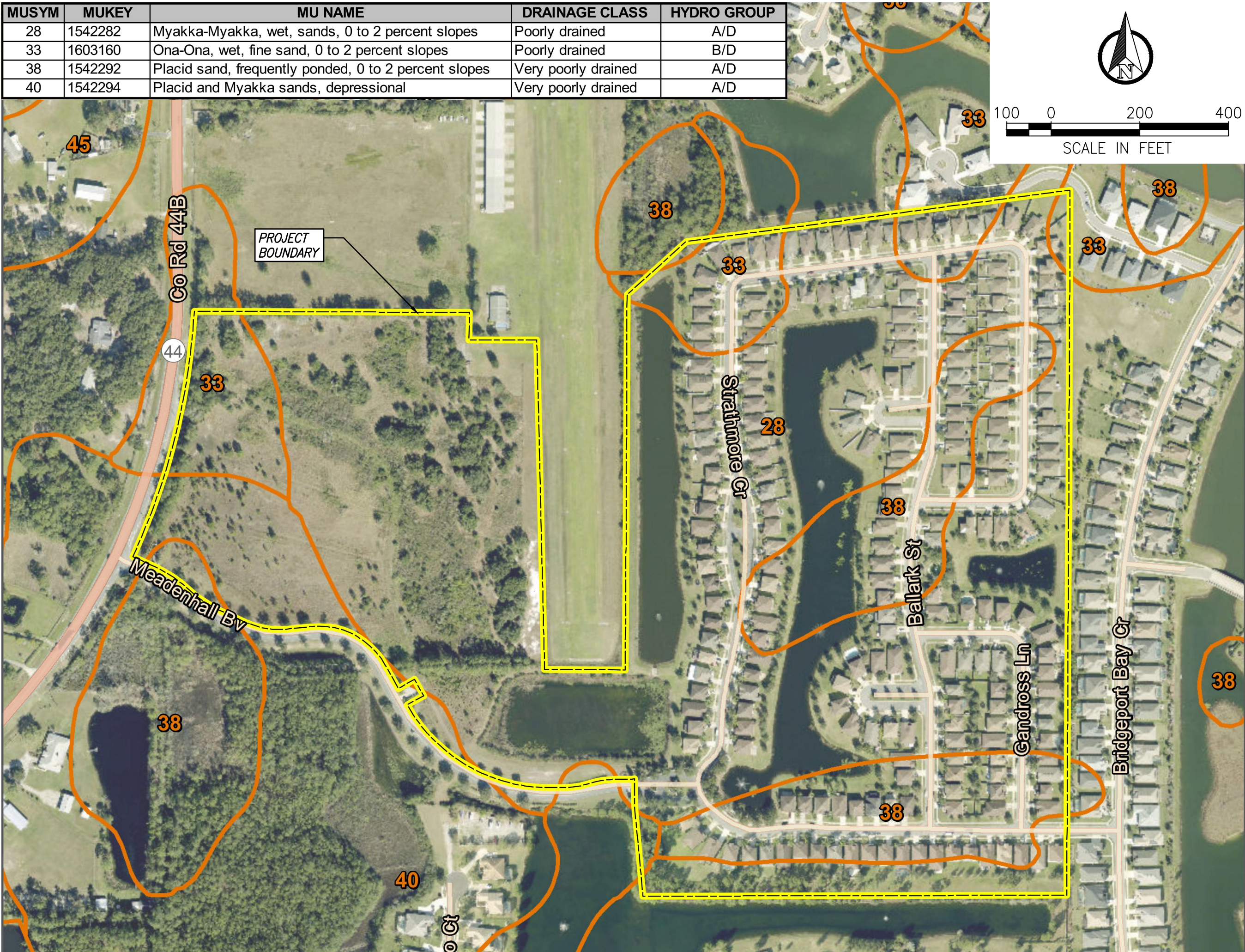
Source: State Land Use Land Cover 2018, Florida Department of Environmental Protection.



FLUCCS MAP

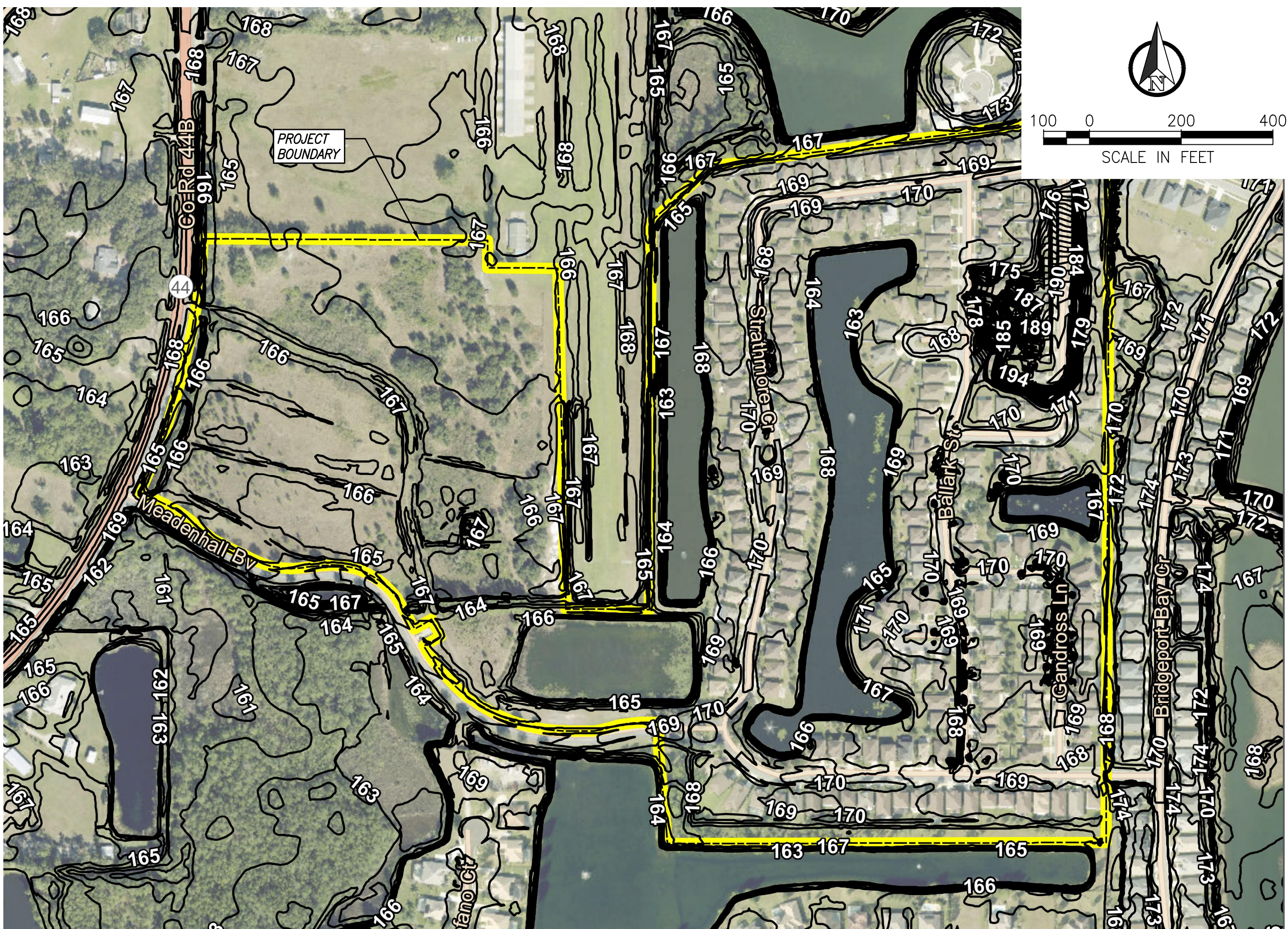
SCALE: 1" = 200'

MUSYM	MUKEY	MU NAME	DRAINAGE CLASS	HYDRO GROUP
28	1542282	Myakka-Myakka, wet, sands, 0 to 2 percent slopes	Poorly drained	A/D
33	1603160	Ona-Ona, wet, fine sand, 0 to 2 percent slopes	Poorly drained	B/D
38	1542292	Placid sand, frequently ponded, 0 to 2 percent slopes	Very poorly drained	A/D
40	1542294	Placid and Myakka sands, depressional	Very poorly drained	A/D



AERIAL & SOILS MAP

SCALE: 1" = 200'



TOPOGRAPHIC MAP

SCALE: 1" = 200'

Key Map:

Consultant:

2	12-03-2021	RESUBMIT TO CITY OF MOUNT DORA
1	11-01-2021	SUBMIT TO CITY OF MOUNT DORA
NO.	DATE	DESCRIPTIONS
SUBMISSIONS/REVISIONS		
VERTICAL DATUM:		NAVD 88
JOB NO.:		21-055
DESIGNED BY:		DG
DRAWN BY:		DG
CHECKED BY:		AM
APPROVED BY:		KH
SCALE IN FEET:		1" = 200'

Project Name:

VILLAGES OF
LOCH LEVEN
FINAL PUD
AMENDMENT

Jurisdiction:
CITY OF MOUNT DORA,
FL

Sheet Title:
EXISTING
CONDITIONS

Sheet No.:

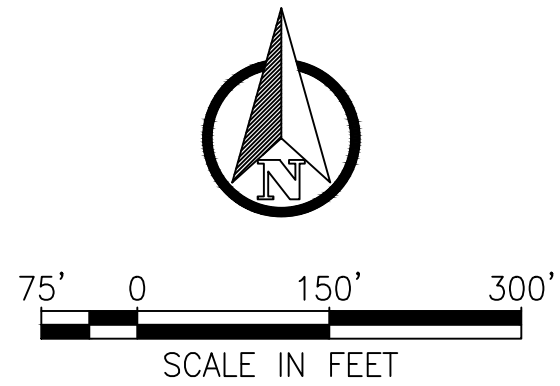
C1.00

Seal:

R. LANCE BENNETT
P.E. NO. 050608
DATE: December 3, 2021

POULOS & BENNETT

Poulos & Bennett, LLC
2602 E. Livingston St., Orlando, FL 32803
Tel. 407.487.2594 www.poulosandbennett.com
Eng. Bus. No. 28567



LEGEND

- PUD Boundary
- - - - - Parcel Boundary
- Existing Stormwater
- Existing Open Space

Key Map:

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APPROVED BY:		KH
SCALE IN FEET:		1" = 150'

Project Name:

VILLAGES OF
LOCH LEVEN
FINAL PUD
AMENDMENT

Jurisdiction:
CITY OF MOUNT DORA,
FL

Sheet Title:
EXISTING PUD
DEVELOPMENT

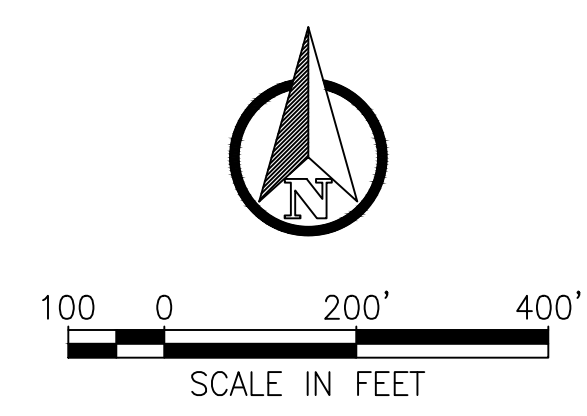
Sheet No.:

C2.00

DATE: December 3, 2021



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Key Map:

Consultant:



LEGEND

PUD Boundary

Parcel Boundary

Trail

22' x 105' Minimum Townhome

Open Space

City Park

Stormwater

Existing Stormwater

Full Access Point

Parcel 1 Development Data

Parcel 1 Site Area	29.31 Acres
Existing Stormwater ¹	3.04 Acres
Residential Developable Area	26.27 Acres
Open Space Provided	4.86 Acres
City Park	2.01 Acres
Stormwater Provided	4.85 Acres

Proposed Development

Total Number of Dwelling Units	125 Units
22' x 105' Townhome Lot	125 Units
Guest Parking Required	44 Spaces
Guest Parking Provided (On-Street)	65 Spaces
Proposed Density ²	4.76 DU/Ac

Notes:

¹ Existing stormwater pond on parcel 1 is not part of stormwater area provided for new development for parcel 1.

² Proposed Density is based on Residential Developable Area.

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APPROVED BY:	KH	
SCALE IN FEET:	1" = 100'	

Project Name:
**VILLAGES OF LOCH LEVEN
FINAL PUD AMENDMENT**

Jurisdiction:
CITY OF MOUNT DORA,
FL

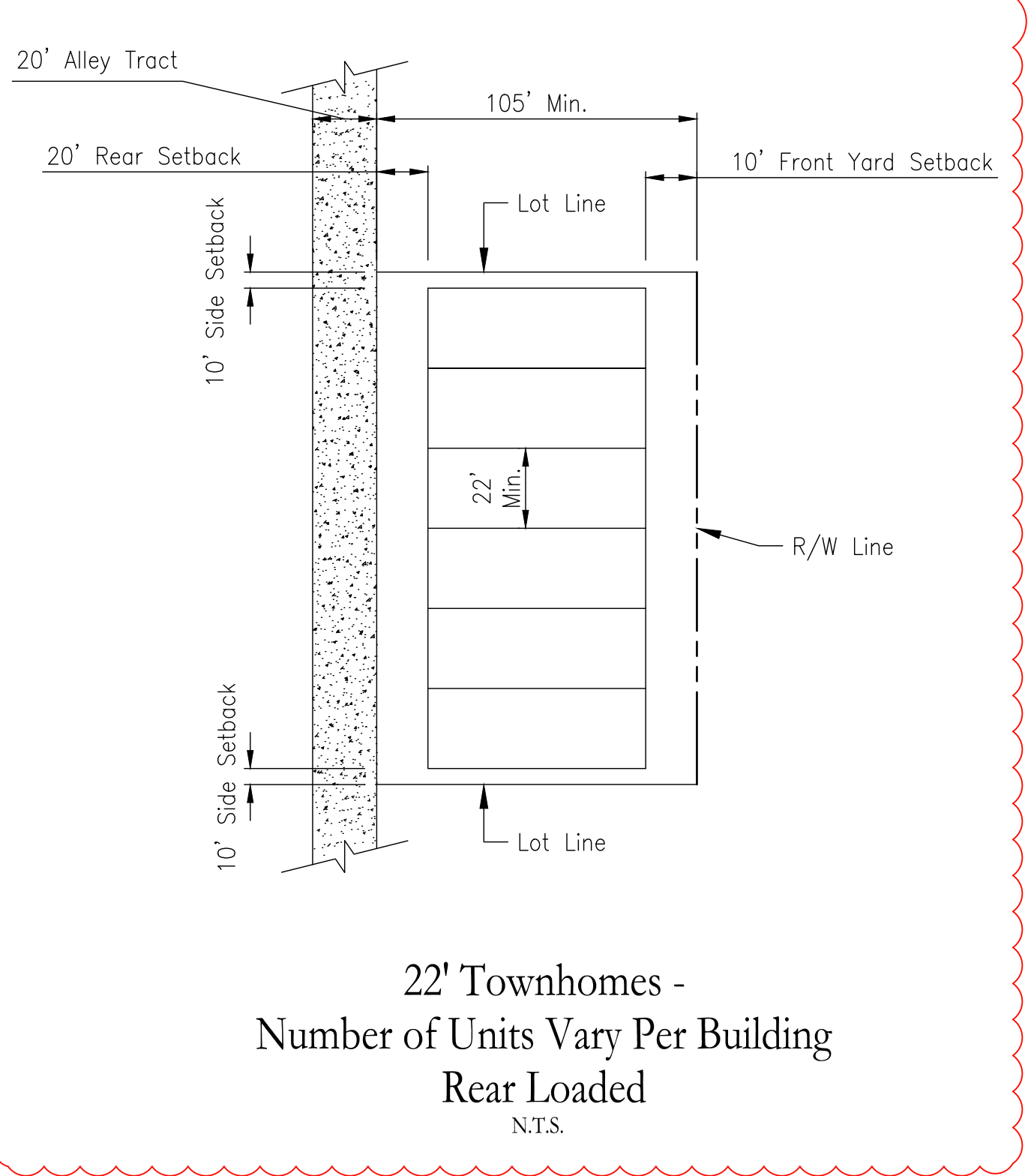
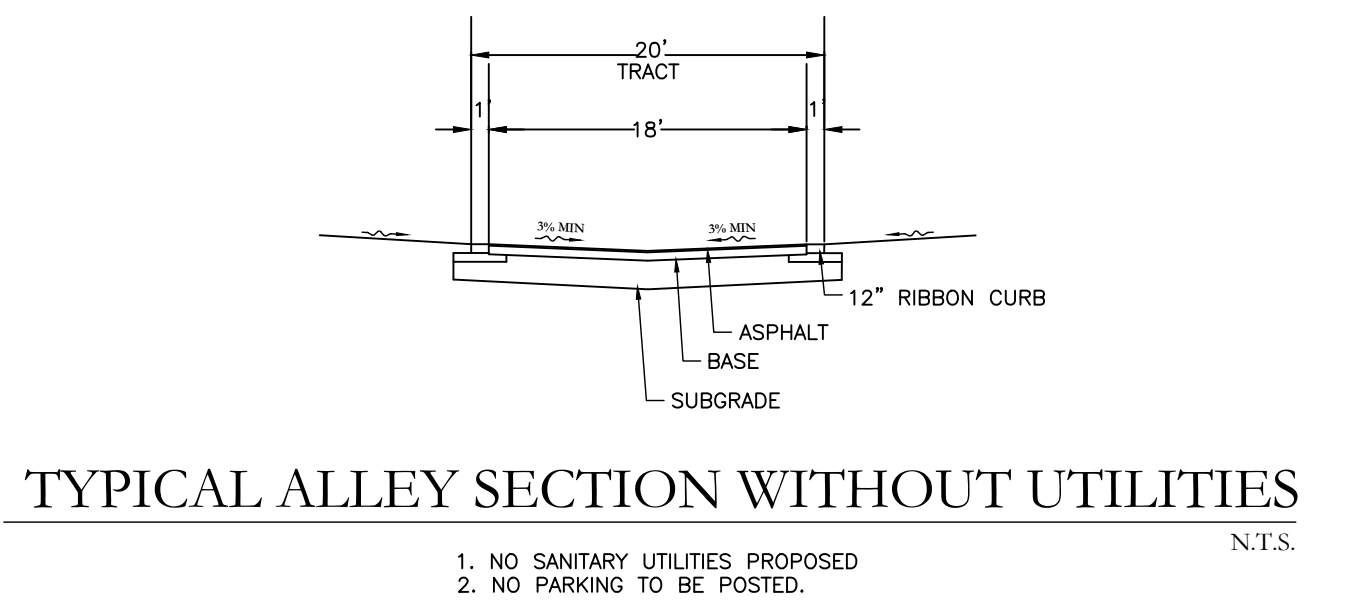
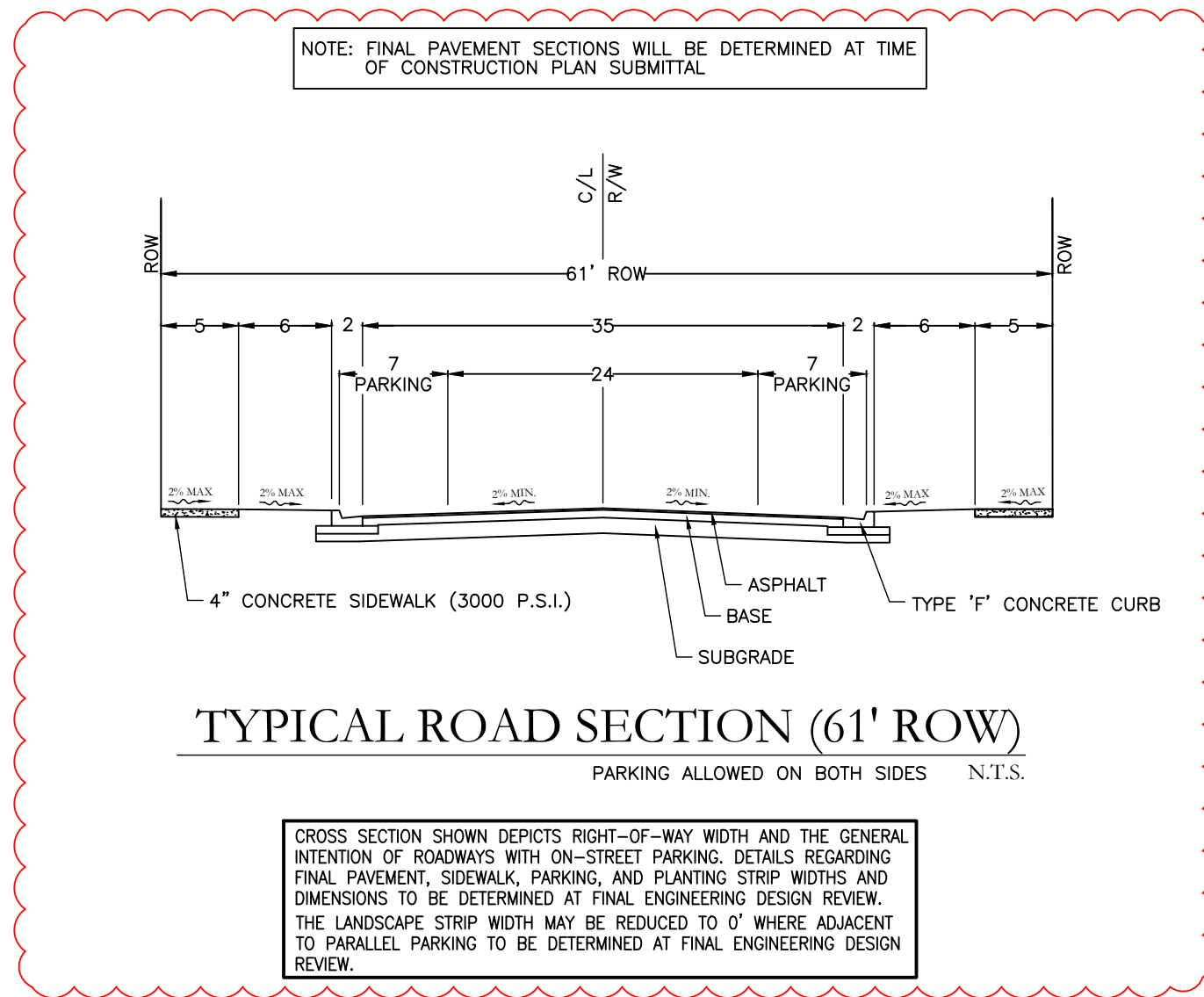
Sheet Title:
PUD AMENDMENT MASTER PLAN

Sheet No.:
C3.00

DATE: December 3, 2021



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SITE DATA

Existing Zoning	Planned Unit Development (PUD)
Existing Future Land Use	Medium Density Residential (MD)
Gross Acres	100 ± Acres

Development Program

Residential

Existing Residential Acres (Parcel 3)	58.39 Acres
Proposed Residential Acres (Parcel 1)	29.31 Acres
Total Residential Acres	87.70 Acres

Existing Residential Units (Parcel 3)*	230 Dwelling Units
Proposed Residential Units (Parcel 1)	125 Dwelling Units
Total Residential Units	355 Dwelling Units
Single Family	230 Dwelling Units
Multifamily/Townhome	125 Dwelling Units
Gross Residential Density (Existing and Proposed)	4.05 D.U./Gross Developable Acres
Net Residential Density (Existing and Proposed)**	4.32 D.U./Gross Developable Acres
*Approved Ordinances 777 & 856 allow for 223 single family dwelling units on Parcel 3 (Previously Parcel 5).	
**Calculation is based on total residential acres less floodplain areas.	

Remaining Residential Development Program	
Single Family	0 Units
Multifamily/Townhome	75 Units

Residential Design Standards

Residential Type	Front Setback (Min. Ft.)	Side Setback ¹ (Min. Ft.)	Rear Setback (Min. Ft.)	Max. Building Height (Ft.)	Max. Impervious Surface Lot Coverage (%)
Single Family	20	5	20	35	65
Townhomes	15/10 ³	10	20 ²	35	80
Apartments	10	35 ²	25 ²	35	65

¹Side yard and rear yard setbacks are measured from the property line.

²Setbacks will be applied to building to building separations.

³10' front setback applies to rear-loaded townhomes.

Commercial

Commercial Acres (Parcel 2)*	1.30 Acres
*Parcel 2 may also develop as multifamily/townhomes.	

Remaining Commercial Development Program	
Commercial	110,000 SF GFA
Professional Office	50,000 SF GFA

Commercial Design Standards

Commercial Type	Front Setback (Min. Ft.)	Side Setback* (Min. Ft.)	Rear Setback* (Min. Ft.)	Floor Area Ratio (FAR)	Max. Building Height (Ft.)	Max. Impervious Surface Lot Coverage (%)
Commercial	0	15	25	0.25	35	80
Professional Office	0	15	25	0.25	35	80

*Setbacks will be applied to building to building separations.

Open Space

Type	Acres
City Park	2.01
Open Space/Stormwater	29.75
Wetland Conservation	7.20
Total	38.96

Notes

- Building Setbacks from vehicular access ways and parking area:
Front 10'
Side 5'
- Per the Comprehensive Plan, open space required is 30% (or 30 acres). Approximately 38.96 acres of open space will be provided in this PUD (see table).
- Landscape buffers will be provided per Ordinance Section 3.4.
- The open and covered off-street parking area, indicating external lighting systems will be provided on the site plan for each parcel. It is anticipated that the external lighting system will be leased from SECO.
- The walls, fencing or landscaping where required, between private and common areas, along streets or highways, drainage ways, railroads, and along the periphery of the development will be provided on the site plan for each parcel.
- Dumpsters will be enclosed with a durable fence and sited out of public view, as possible.
- Architectural guidelines will be submitted with the individual parcel site plans, including guidelines for the treatment of street lighting, external lighting and roof-mounted equipment.
- CCR's will be prepared and submitted to the City prior to final plat of any area.
- Parking will be provided per code requirements of Section 6.5.
- On street parking will be allowed.
- Proposed signage for Parcel 1 includes an entry monument at the SR 44 northern most entrance and at the Meadenhall entrance. Proposed monument sign locations are shown on sheet C3.00.
- Ground Signage for individual commercial parcels will be limited to seven (7) feet in height. Project signage may, with the approval of the Mount Dora P&Z, exceed this height.
- Each phase of the PUD will be developed as a self sustained entity.
- Water and sanitary sewer will be connected to the City of Mount Dora systems.
- Stormwater management system will be provided on site per SJRWMD criteria.
- The roadway system will be developed through the project with each phase.
- CR 44-B intersection improvements will be provided per FDOT, Lake County and City requirements.
- Lighting shall be consistent with Dark Sky principals for fixture types. Lighting and pole fixtures will be decorative.
- Fire protection will be provided per City code requirements.
- Open space and recreation will be provided as part of the development of each phase.
- Existing site vegetation is pasture with scattered pine trees and wetlands along western boundary.
- Landscaping guidelines for the project will be required to meet or exceed the City of Mount Dora Land Development Code requirements.

Consultant:

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DRAWN BY:		DG
CHECKED BY:		AM
APPROVED BY:		KH
SCALE IN FEET:		AS SHOWN

Project Name:

**VILLAGES OF
LOCH LEVEN
FINAL PUD
AMENDMENT**

Jurisdiction:
CITY OF MOUNT DORA,
FL

Sheet Title:
**TYPICAL SECTIONS
AND NOTES**

Sheet No.:

C4.00

DATE: December 3, 2021

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Tyler	Jackson	Grant	Jackson	Grant	Monroe
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Tyler	Jackson	Grant	Jackson	Grant	Monroe
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Tyler	Jackson	Grant	Jackson	Grant	Monroe
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Architectural Standards for Townhomes:

- Each townhome building will have (2) elevations. There are 3 building sizes (4-unit, 5-unit and 6-unit) Each building can have 2-3 color scheme combinations.
- All front windows shall have banding to create architectural interest.
- To add variety, buildings will be planned with different elevations/colors next door and across the street if the same building unit type.
- Townhomes shall include features such as front porches, railing, banding around windows and doors, shutters, and variations of horizontal and vertical siding.

Key Map:

Consultant:

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SCALE IN FEET:	AS SHOWN	

Project Name:

**VILLAGES OF
LOCH LEVEN
FINAL PUD
AMENDMENT**

Jurisdiction:
CITY OF MOUNT DORA,
FL

Sheet Title:
**TOWNHOME
ARCHITECTURAL
ELEVATIONS**

Sheet No.:

C5.00

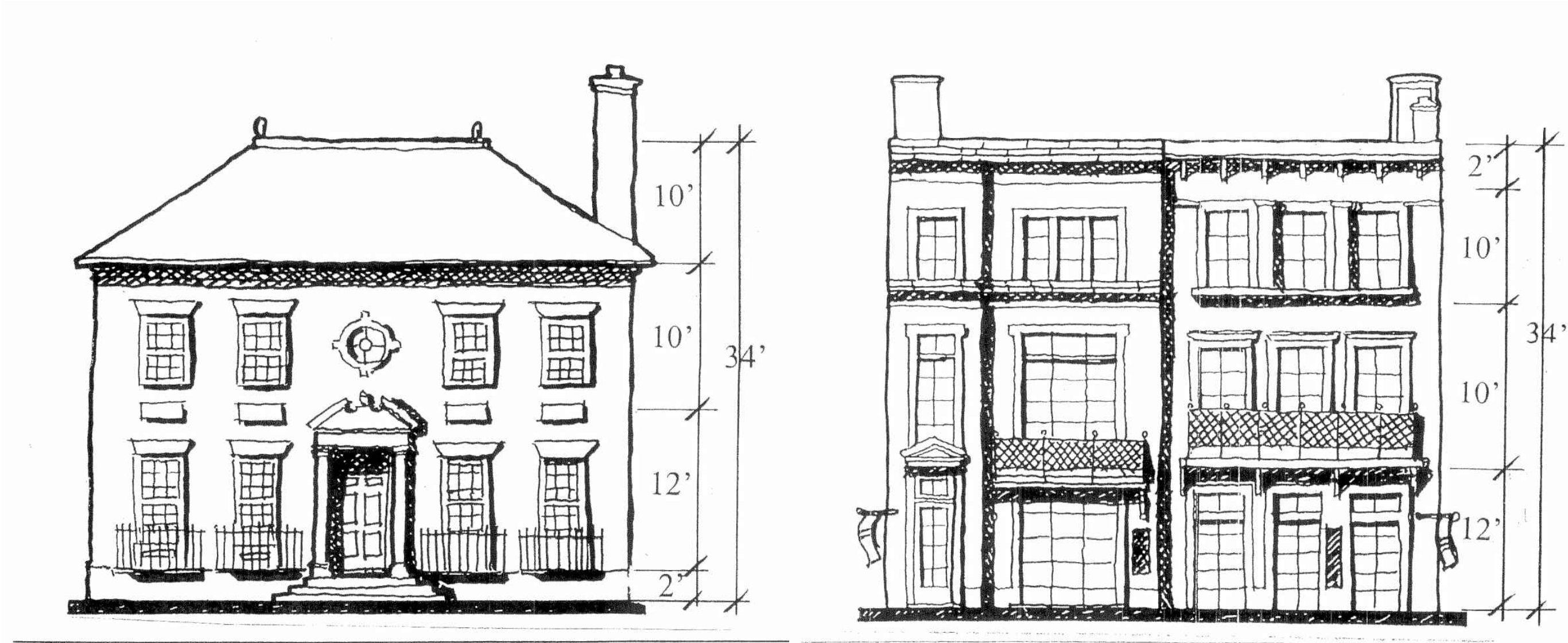
DATE: December 3, 2021



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MULTI FAMILY



COMMERCIAL - FREE STANDING

OFFICE/COMMERCIAL/MIXED USE - STOREFRONT

Mixed Use Buildings:

The idea of a livable self-sustaining community is to provide opportunities for residents to live and work. Mixed-Use buildings with higher densities help create the ability to walk to work as well as provide activity and viability to retail past the five o'clock hour. The types of buildings within the Villages are townhomes with first floor home offices, and first-floor storefronts with offices or apartments above. The architectural character and style is to be harmonious with the styles within the community, mentioned above.

Consultant:

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SCALE IN FEET:	AS SHOWN	

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VILLAGES OF
LOCH LEVEN
FINAL PUD
AMENDMENT

Jurisdiction:
CITY OF MOUNT DORA,
FL

Sheet Title:

COMMERCIAL &
APARTMENT
ARCHITECTURAL
ELEVATIONS

Sheet No.:

C6.00

DATE: December 3, 2021



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CITY OF MOUNT DORA

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

DATE: January 18, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Final reading and adoption of Ordinance No. 2022-03, Building Height Moratorium

Introduction:

This is a request for City Council to approve the final reading of Ordinance No. 2022-03.

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Public Hearing
Discussion
Council Action

Discussion:

As directed by City Council on December 7, 2021, the attached ordinance pertains to a temporary moratorium on the processing of any petition, application or request for a development order, variance, Planned Unit Development or Land Development Code Amendment which proposes to change allow for a change in the existing building height or other structure height limitation with a height of greater than 35 feet shall be erected, situated, or located in all Zoning Districts in the Historic Preservation District of the City of Mount Dora; and no building or other structure of 25 feet within 100 feet of Lake Dora. Attachment "1" is a copy of the legal advertisement publication. Attachment "2" is a map depicting the Historic Preservation Review Area and the location of Lake Dora as pertains to the building height limitations.

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 January 4, 2022, recommended approval of the First Reading of Ordinance No. 2022-03 and hold a hearing for the Second Reading and Final adoption.

Budget Impact:

There are no associated impacts on the budget. Legal advertising costs for ordinances are included in the Planning and Development Department under promotional activities/ads, with a current balance of \$25,300. Cost for legal advertisements is estimated at \$2,500.00.

Strategic Impact:

Land use planning and zoning regulations assist in providing an enhanced quality of life and consistent regulations.

Recommendation The City Council approve the Final Reading and Adoption of Ordinance No. 2022-03.

Attachment(s):

1. Attachment 1 Legal Ad Publication Final Hearing (ADA)
2. Attachment 2 Building Height Area Map
3. Ordinance 2022-03. Building Height Moratorium.SGS(2)

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 1/10/2022

Approved - 1/11/2022

Approved - 1/11/2022

Final Approval - 1/12/2022

ATTACHMENT #1
NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2022-03
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2022-03. The final public hearing on the ordinance will be held on Tuesday, January 18, 2022, at 6:00 p.m., or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2022-03 is as follows:

ORDINANCE NO: 2022-03

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE IMPLEMENTATION OF A MORATORIUM ON THE PROCESSING OF ANY PETITION, APPLICATION OR REQUEST FOR DEVELOPMENT ORDER, VARIANCE, PLANNED UNIT DEVELOPMENT OR LAND DEVELOPMENT CODE AMENDMENT WHICH PROPOSES TO ALLOW FOR A CHANGE IN THE BUILDING OR OTHER STRUCTURE HEIGHT LIMITATION OF 35 FEET IN ALL ZONING DISTRICTS IN THE HISTORIC PRESERVATION DISTRICT OF THE CITY OF MOUNT DORA AND OF 25 FEET WITHIN 100 FEET OF LAKE DORA; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING A SAVINGS CLAUSE; 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): January 7, 2022

**CITY OF MOUNT DORA, FLORIDA
NOTICE OF PUBLIC HEARING
TEMPORARY MORATORIUM ON
BUILDING HEIGHT WITHIN ALL ZONING DISTRICTS
OF THE HISTORIC PRESERVATION DISTRICT AND
WITHIN 100 FEET OF LAKE DORA**

Notice is hereby given that the City of Mount Dora, Florida will hold a final public hearing for the adoption of Ordinance No. 2022-03 pertaining to a Temporary Moratorium on the processing of any petition, application or request for development order, variance, Planned Unit Development or Land Development Code Amendment which proposes to allow for a change in the building or other structure height limitation of 35 feet in all Zoning Districts in the Historic Preservation District of the City of Mount Dora and of 25 feet within 100 feet of Lake Dora.

The City of Mount Dora will hold final reading public hearing on the ordinance on **Tuesday, January 18, 2022 at 6:00 p.m.** or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE IMPLEMENTATION OF A MORATORIUM ON THE PROCESSING OF ANY PETITION, APPLICATION OR REQUEST FOR DEVELOPMENT ORDER, VARIANCE, PLANNED UNIT DEVELOPMENT OR LAND DEVELOPMENT CODE AMENDMENT WHICH PROPOSES TO ALLOW FOR A CHANGE IN THE BUILDING OR OTHER STRUCTURE HEIGHT LIMITATION OF 35 FEET IN ALL ZONING DISTRICTS IN THE HISTORIC PRESERVATION DISTRICT OF THE CITY OF MOUNT DORA AND OF 25 FEET WITHIN 100 FEET OF LAKE DORA; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The proposed documents may be inspected by the public in 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.

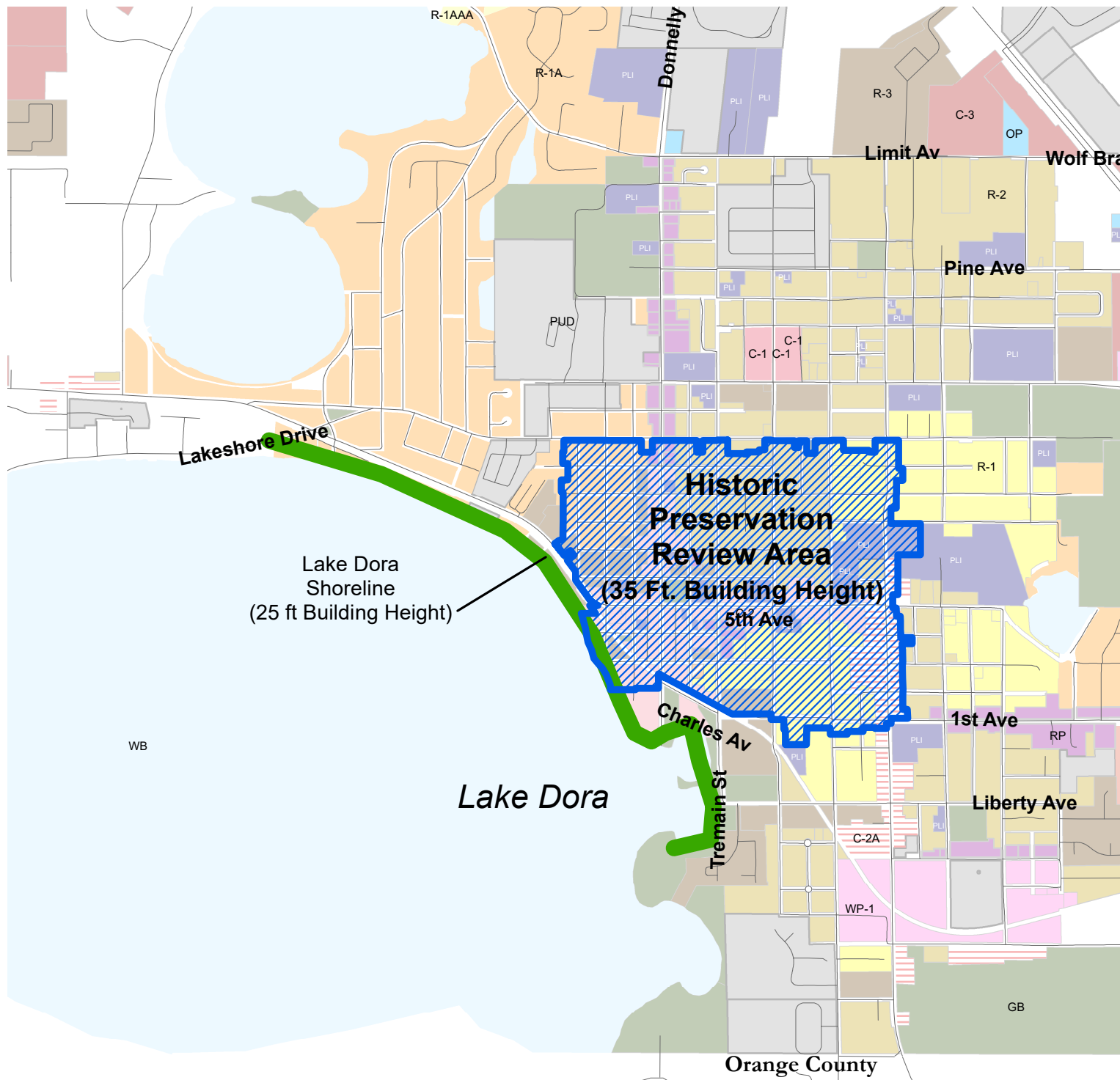
Interested parties may appear at the above meeting and be heard with respect to the proposed Moratorium Ordinance. This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

ATTACHMENT #1

NOTICE: If any person decides to appeal any appealable decision made at this meeting, such person may need a record of the 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.

Published (Display/Non-Legal): January 7, 2022



1 inch = 1,667 feet

Building Height Area Map

Map Date: 12/13/2021



ORDINANCE NO: 2022-03

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE IMPLEMENTATION OF A MORATORIUM ON THE PROCESSING OF ANY PETITION, APPLICATION OR REQUEST FOR DEVELOPMENT ORDER, VARIANCE, PLANNED UNIT DEVELOPMENT OR LAND DEVELOPMENT CODE AMENDMENT WHICH PROPOSES TO ALLOW FOR A CHANGE IN THE BUILDING OR OTHER STRUCTURE HEIGHT LIMITATION OF 35 FEET IN ALL ZONING DISTRICTS IN THE HISTORIC PRESERVATION DISTRICT OF THE CITY OF MOUNT DORA AND OF 25 FEET WITHIN 100 FEET OF LAKE DORA; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Florida Constitution, Article VIII, and Florida Statutes, Chapter 166, the City of Mount Dora possesses the power to enact ordinances to protect the health, safety and welfare of its citizens, visitors and business residents; and

WHEREAS, the City of Mount Dora has enacted land development regulations in the interest of the health, safety and welfare of its citizens, visitors and business residents; and

WHEREAS, recently a group of citizens expressed concerns related to building heights in certain areas of the jurisdictional boundaries of the City of Mount Dora; and

WHEREAS, the City of Mount Dora adopted Resolution 2021-115 on September ____, 2021, which created the Building Height Advisory Committee for the purpose of reviewing and evaluating building height limitations, making recommendations for necessary revisions to the building height permissions and making recommendations related to the ability or inability to secure development orders to deviate from set building height limitations; and

WHEREAS, in order to protect the public, health, safety and welfare of its citizens, visitors and business residents, the City of Mount Dora desires to further research, review and consider certain existing building height limitations, including any recommendations submitted by the Building Height Advisory Committee convened for such purpose; and

WHEREAS, the imposition of a temporary moratorium on the processing of any application, petition or request for development order, variance, planned unit development, land development code amendment, or other official action of the City of Mount Dora, which

proposes to change the building height limitation of 35 feet in all zoning districts in the Historic Preservation District of the City of Mount Dora and of 25 feet within 100 feet of Lake Dora, will allow the necessary time to research, review, study and prepare the appropriate building height regulations in such areas of the City of Mount Dora; and

WHEREAS, after conducting a public hearing, the City of Mount Dora finds that such a temporary moratorium serves a legitimate public purpose, is reasonable in time and is in the best interest of the health, safety and welfare of the citizens, visitors and business residents of the City of Mount Dora.

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. TEMPORARY MORATORIUM.

- A. Beginning on the Effective Date of this Ordinance, a temporary moratorium is hereby imposed on the processing of any application, petition or request for development order, variance, planned unit development, land development code amendment or other official action of the City of Mount Dora which proposes to allow for a change in the building, or other structure, height limitation of 35 feet in all zoning districts in the Historic Preservation District of the City of Mount Dora and of 25 feet within 100 feet of Lake Dora as currently set forth in the City of Mount Dora Land Development Code (Building Height Moratorium Area).
- B. In order to protect the due process and other constitutional rights of applicants and the general public, any petitions or applications received prior to the effective date of this ordinance shall be tolled for the term of this moratorium and if this moratorium is lifted without change in the current building height regulation in all zoning districts in the Historic Preservation District of the City of Mount Dora and of 25 feet within 100 feet of Lake Dora, such a petition or application shall resume at no additional cost to the petitioner/applicant.
- C. This temporary moratorium shall be in effect for a period of one (1) year from the Effective Date hereof and shall automatically terminate unless lifted sooner through repeal of this Ordinance. This temporary moratorium may also be extended one time for a period not to exceed one hundred eighty (180) additional days, so long as the necessary public hearings are conducted and findings made that the issues giving rise to the need for the temporary moratorium established herein continue to exist and that reasonable progress is being made in the carrying out of a specific and prompt plan for corrective legislative action.

- D. This temporary moratorium shall have no effect on any building height related development approvals secured prior to the Effective Date of this Ordinance.
- E. In the event an existing building or structure, located within the Building Height Moratorium Area, is destroyed, in whole or in part, this temporary moratorium shall have no effect on any building height related development petitions or applications submitted for the purpose of reconstructing such an existing building or structure, so long as the requested height of the reconstruction does not exceed the height of the building or structure at the time of destruction.

SECTION 3. 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 4. SAVINGS CLAUSE. All prior actions of the City of Mount Dora pertaining to this temporary moratorium, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. 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 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 7. 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 8. EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption.

Signatures on Following Page

FIRST READING: January 4, 2022

SECOND READING: January 18, 2022

PASSED AND ADOPTED this 18th day of January 2022.

CRISSY STILE
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



CITY OF MOUNT DORA

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

DATE: January 18, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request adoption of Resolution 2022-08, Amending Building Height Advisory Committee

Introduction:

Request approval Resolution No. 2022-08, amending the Building Height Committee

Discussion:

On September 21, 2021, the City of Mount Dora adopted Resolution 2021-115, creating the Building Height Advisory Committee. The initial committee meeting was held on November 18, 2021. The City Council, through Ordinance No. 2022-03 has established a temporary moratorium for 6 months related to building height code changes, variances or other actions. Given the amount of research needed by the committee and for consistency with the temporary moratorium ordinance, the formal Building Height Committee resolution needs to be amended to match the moratorium provisions.

Budget Impact:

None associated with this subject matter.

Strategic Impact:

Goal 1: Economic Development

Recommendation City Council approval Resolution No. 2022-08, amending the Building Height Committee.

Attachment(s):

1. Resolution 2022-08.AMENDING Building Height Advisory Committee.SGS

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 1/10/2022
Approved - 1/11/2022
Approved - 1/11/2022
Final Approval - 1/12/2022

RESOLUTION NO. 2022-08

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, AMENDING CITY OF MOUNT DORA RESOLUTION 2021-115; PROVIDING LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENT TO SECTION 3; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 21, 2021, the City of Mount Dora adopted Resolution 2021-115, creating the Building Height Advisory Committee; and

WHEREAS, the City determined that in order to further research, review and consider certain existing building height limitations, including any recommendations submitted by the Building Height Advisory Committee, it is necessary to impose a temporary moratorium on the processing of any application, petition or request for development order, variance, planned unit development, land development code amendment, or other official action of the City of Mount Dora, which proposes to change the building height limitation of 35 feet in all zoning districts in the Historic Preservation District of the City of Mount Dora and of 25 feet within 100 feet of Lake Dora; and

WHEREAS, the City has determined that it is necessary to amend Resolution 2021-115, to make the same consistent with the adoption of the temporary moratorium, Ordinance 2022-03.

NOW, THEREFORE, be it resolved by the City of Mount Dora, Florida, that:

SECTION 1. Legislative Findings. 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. Amending Section 3, Intent of the City. Section 3 of Resolution 2021-115 is hereby amended to remove the last sentence of Section 3, as set forth hereafter, to be consistent with the temporary moratorium, Ordinance 2022-03, adopted on January 18, 2022.

SECTION 3. Intent of the City. It is the intent of the City of Mount Dora City Council that it will not make any revisions to the existing height limitations as set forth in the City of Mount Dora Land Development Code as of the Effective Date of this Resolution, until such time as the Advisory Committee has accomplished its purpose and delivered a final recommendation to the City of Mount Dora City Council or until the Sunset as set forth herein, whichever occurs first. ~~This provision shall not in any way operate to prohibit the City from processing and considering a complete application for a zoning change or other development order which involves building height.~~

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 Building Height Advisory Committee, 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 18th day of January, 2022.

CRISSY STILE
MAYOR of the City of Mount Dora

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



CITY OF MOUNT DORA

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

DATE: January 18, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Lobbyist Update

Introduction:

Peebles, Smith & Matthews represents the City of Mount Dora during the 2022 Legislative process in Tallahassee, Florida. Their work includes identification of legislative priorities, formulation of strategy, research, communication with elected officials, and reporting the status on current work in progress.

Discussion:

Peebles, Smith & Matthews supports the City of Mount Dora in respect to Legislative items and appropriations. Attached is the December 2021 monthly report.

Budget Impact:

Lobbyist Activities are funded in account 421-5360-531-00-00 in the amount of \$42,000.00.

Strategic Impact:

The contract with Peebles, Smith & Matthews allows for cooperation from State, County, and surrounding communities toward the Innovation District and future infrastructure through grants and legislative processes.

Recommendation Data provided is informational.

Attachment(s):

1. Mount Dora December 2021 Report

Prepared by: Merry Lovern, Executive Assistant
Reviewed by: Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 1/12/2022
Final Approval - 1/12/2022

City of Mount Dora December Activity Report

Important Dates:

- Tuesday, January 11th, 2022: Session Convenes
- Friday, March 11th, 2022: Session Concludes (unless extended)
- Friday, July 1st, 2022: Florida's Fiscal Year 2022-23 begins.

COVID-19 Protocols:

The 2022 Florida Legislative Session will commence without imposed COVID-19 restrictions. As of now, the presiding officers and their respective offices have stated that they are monitoring the recent increase in cases but there are no plans to reinstate any of the restrictions from the 2021 Legislative Session. Those restrictions included no public access to the Senate, with the only opportunity to address committees being virtually from the Tucker Civic Center down the street; pre-registration to attend and address a committee in the House; and being escorted to and from scheduled meetings in the House.

Further, each member is allowed to institute their own protocols as it pertains to their specific office. This includes but is not limited to the required use of a face mask, social distancing, or only offering virtual meetings. These protocols will vary greatly depending on the member and we expect them to be fluid throughout the 60-day session.

Governor:

Governor Ron DeSantis announced his Freedom First Budget for fiscal year 2022-23 on December 9th, 2021. The Governor's recommended budget totals \$99.7 billion, likely striving to not be the first proposed budget greater than \$100 billion, although the increased state revenues bolstered by federal funds would allow for such. This budget would allow Florida to add nearly \$11 billion in reserves.

Highlights of the Governor's recommended budget can be found here: <http://www.freedomfirstbudget.com/content/Current/Reports/BudgetHighlights.pdf>

Senate:

Since last session, Senate President Wilton Simpson officially announced his campaign for Florida's Agriculture and Consumer Services Commissioner. As such, we should expect to continue to see agriculture and environmental funding as priorities of the Florida Senate. President Simpson has also indicated that a reduced regulatory climate, lower taxes, state pension reform, and investments in infrastructure will continue to be Senate priorities for this session. Lastly, he has spoken openly about his push for Senate legislation aimed at local governments' ability to regulate and to create increased opportunities for private

entities to sue local governments for disruption to their business. Simpson's measure is contained within SB 620 by Senator Travis Hutson.

House:

House Speaker Chris Sprowls enters the 2022 session on the heels of a very successful first session as Speaker. Among the House's priorities that came to fruition last year were establishment of the Resilient Florida Trust Fund and correlated restructuring of the Sadowski Affordable Housing Trust Fund, expansion of parental involvement in public education and school choice measures, and a bipartisan measure that extended Medicaid eligibility for postpartum women from 2 months to 12 months.

With much of his agenda already accomplished and no clear indication of what his plans are post-speakership, Sprowls' 2022 legislative priorities remain unclear, except for his sought-after data privacy legislation. Last session, the Speaker championed HB 969 by Rep. McFarland, which sought to give consumers certain rights related to their personal information, require entities to comply with certain consumer requests and make certain information available on their websites, and created causes of action for both consumers and the Department of Legal Affairs with regard to the sharing of personal information or a data breach. We expect this legislation to resurface as a Speaker priority and for the plethora of opposition from the business community to reemerge and reengage on the issue.

Redistricting:

In accordance with the Florida Constitution, the Legislature is tasked with redrawing the boundaries for Congressional districts, Florida Senate districts, and Florida House districts. This practice is customarily done during the second session following the U.S. Census which is taken every ten years (most recently completed in 2020). Important to note that the Florida Constitution was amended by citizen petition in 2010 to include Amendments 5 and 6, which establishes a framework to "establish fairness" in the redistricting process. These amendments (also known as "Fair Districts Florida") were used to strike down the Florida Senate and Congressional district maps in 2012, by the prior iteration of the Florida Supreme Court. Both the Senate and House Redistricting Committees have published several initial versions of proposed maps, which have been widely applauded by leadership in both parties, but it is to be determined as to what the final version(s) will look like. Ultimately, the final maps will be approved by the Florida Legislature this session and likely challenged to the Florida Supreme Court, although it is widely expected they will pass constitutional muster.

Communications

- City Manager, Patrick Comiskey
 - Intro Call and discussion re Legislative Issues and Priorities
- Merry Lovern
 - FLC's Legislative Action Days
- Representative Truenow's staff re Appropriations Projects

Next Steps

- Continue communication with SJRWMD on cost share application next steps.
- Continue to update Mount Dora on Grant Opportunities
- Follow-up with DEO re Job Growth Application

Ryan Matthews/Angela Drzewiecki



CITY OF MOUNT DORA

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

DATE: January 18, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: City Manager's Report

Introduction:

The City Manager's Report contains three sections:

- City Manager Update - Updates on on-going or new activities for the City
- Discussion Items - Items to be discussed for this meeting (if any)
- Informational Items - Items included for informational purposes for this meeting (if any)

Discussion:

CITY MANAGER UPDATE

- None

DISCUSSION ITEMS

- None

INFORMATIONAL ITEMS

1. LEAD Partnership. City Manager Patrick C. Comiskey attended the City/County Managers Lunch on Thursday, January 6, 2022. Mandy Wettstein of Lake 100 was the keynote speaker. She discussed a new economic development entity, LEAD (Lake Area Economic Development) Partnership. Information distributed at the meeting is included as **Attachment 1**.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation Information only; no action requested.

Attachment(s):

1. Attachment 1: LEAD Partnership

Prepared by: Merry Lovern , Executive Assistant

Reviewed by: Patrick Comiskey, City Manager

Final Approval - 1/12/2022



LAKE LEADS!

What is LEAD?

Lake Economic Area Development (LEAD) is a nonprofit, public-private partnership that seeks to advance the economy of Lake County and its citizens. A 501(c)6, the organization works directly with local government and with private investors from throughout Lake County.

LEAD seeks to advance the local economy by addressing the following areas:

- ◆ **Business Attraction**—Recruiting new primary employers to Lake County with a focus on 3 Target Sectors: Distribution, Manufacturing—Prepared Foods, and Back Office Operations.
- ◆ **Business Retention**—LEAD recognizes that by focusing on assisting and growing the existing business base in the county, it retains and creates employment opportunities. Among the initiatives provided under this program are Visitation (every industry will receive at least 2 visits a year), industry-focused training opportunities, and a Plant Managers group.
- ◆ **Business Creation**—Growing our own opportunities is a major thrust for LEAD. Entrepreneurs not only create employment for themselves, but they provide jobs for others and opportunities for communities. LEAD will provide direct, one-on-one counseling as well as training and networking opportunities incorporating the widely regarded 1 Million Cups and FastTrac® programs from the Kauffman Foundation.

How can I be involved?

LEAD is funded through investments. Our public and private investors are making an investment in the future of both our communities and our businesses. It is an investment because they expect to earn a return. Over time, they expect to see a return through increased employment and business establishments resulting in increased expenditures and tax revenues.

In other words, do *you* want to increase the number of potential clients for *your* business? Creating additional consumers and enhancing existing ones will accomplish that with your investment in LEAD. Additionally, your investment may be deductible as a business expense.

Lake Economic Area Development Top Investors

Visionaires

- \$20,000+ annually or \$100,000 over life of campaign
- Recognition at all LEAD events
- Priority listing of company name, logo, and link on LEAD website
- Priority listing of company name and logo on signage at all LEAD events
- Eight (8) complimentary registrations at each year's Annual Dinner
- Four (4) tickets to annual private Progress Update Lunch

Leaders

- \$10,000 annually or \$50,000 over life of campaign
- Recognition on all LEAD events
- Priority listing of company name, logo, and link on LEAD website
- Priority listing of company name and logo on signage at all LEAD events
- Four (4) complimentary registrations at each year's Annual Dinner
- Two (2) tickets to annual private Progress Update Lunch

Partners

- \$5,000 annually or \$25,000 over life of campaign
- Recognition at all LEAD events
- Company name, logo, and link on LEAD website
- Company name and logo on signage at all LEAD events
- Two (2) complimentary registrations at each year's Annual Dinner

Promoters

- \$2,500 annually or \$12,500 over life of campaign
- Recognition at LEAD events
- Company name and link on LEAD website

