



City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757
352-735-7126

Mount Dora City Council
Mount Dora City Hall Board Room
510 North Baker Street, Mount Dora, Florida 32757
September 20, 2022, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Proclamation Regarding the 60th Anniversary of the Mount Dora High School Stadium 5
2. Mount Dora Fun Fact

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 Mayor.
- We will try to answer your questions at the time asked; however, there may be times we will need to conduct research prior to providing an answer.

APPROVAL OF AGENDA

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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

- October 4, 2022, 6:00 PM, Regular Session
- October 18, 2022, 6:00 PM, Regular Session
- November 1, 2022, 6:00 PM, Regular Session
- November 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.



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

DATE: September 20, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Proclamation Regarding the 60th Anniversary of the Mount Dora High School Stadium

Introduction:

This is an opportunity to read into the record this proclamation regarding the 60th Anniversary of the Mount Dora High School Stadium.

Discussion:

Presentation only.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

N/A

Attachment(s):

1. 60th Anniversary of the Mount Dora High School Stadium Proclamation

Prepared by: Jessica Burnham, City Clerk
Reviewed by: Jeanann Hand, Deputy City Clerk
Patrick Comiskey, City Manager

Approved - 9/13/2022
Final Approval - 9/15/2022



PROCLAMATION

WHEREAS, Mount Dora residents, generous of spirit and keen to salute past accomplishments, are dedicated to ensuring opportunities for continued use and enjoyment of the Mount Dora High School Stadium by students, their families, and members of the community; and

WHEREAS, Mount Dora community members, led by citizen Arnold Goulder, more than a half century ago came together with a vision for the town's youth and raised necessary funds to clear land that had been a snake-filled area featuring old citrus trees and several natural springs; and

WHEREAS, Mount Dora service organizations, social clubs and private citizens worked together with the Lake County School Board to ensure Mount Dora High School, in operation since 1921, would have a safe and grand stadium for community sporting events and meaningful ceremonies; and

WHEREAS, Mount Dora High School Alumni, Booster Club members, students, parents, local businesses, and generous philanthropic organizations have again joined forces to salute the stadium's 60th Anniversary, while embarking on an endeavor to raise necessary funds to continue the legacy of the stadium; and

WHEREAS, Mount Dora is honored to express special appreciation and gratitude to Mount Dora High School leadership including the principal, teachers, coaches, team members, band director and members, cheerleaders and coaches, JROTC, and the field maintenance crew, for their tremendous efforts and dedication to the students who, along with their families and Central Florida community members, enjoy the use of the stadium for various events and ceremonies.

NOW, THEREFORE, I, Crissy Stile, Mayor of the City of Mount Dora, Florida, do hereby proclaim September 21, 2022, as the 60th Anniversary of the Mount Dora High School Stadium, and call this observance to the attention of all citizens and encourage community members and citizens of Florida to support the dedicated efforts and commitment of the Mount Dora High School Stadium Improvement Fund as this committee endeavors to raise funds for necessary stadium renovation.

Crissy Stile, MAYOR



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

DATE: September 20, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Ratification of the Submittal for the Safe Streets and Roads for All Grant

Introduction:

This is an opportunity for Council to ratify the City's application for the US Department of Transportation's Safe Streets and Roads for All Grant.

Discussion:

"The [Bipartisan Infrastructure Law](#) (BIL) established the new Safe Streets and Roads for All (SS4A) discretionary program with \$5 billion in appropriated funds over the next 5 years. In fiscal year 2022 (FY22), up to \$1 billion is available. The SS4A program funds regional, local, and tribal initiatives through grants to prevent roadway deaths and serious injuries."

"The SS4A program provides funding for two types of grants:

- **Action Plan Grants** provide Federal funds to develop, complete, or supplement a comprehensive safety action plan. Having an Action Plan in place is the foundation of the SS4A grant program. Action Plan Grants may also fund supplemental Action Plan activities. The goal of an Action Plan is to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries in a locality, tribe, or region.
- **Implementation Grants** provide Federal funds to implement projects and strategies identified in an Action Plan to address a roadway safety problem. Projects and strategies may be infrastructure, behavioral, and/or operational activities. Implementation Grants may also fund associated planning and design and supplemental Action Plan activities in support of an existing Action Plan. Applicants must have an existing Action Plan to apply for Implementation Grants or have an existing plan that is substantially similar and meets the eligibility requirements."

A prerequisite of application for Implementation Grants is to have already obtained an USDOT approved Action Plan. For this reason, we will apply for a grant to develop an SS4A Action Plan for the City of Mount Dora in 2022. If successful and our Action Plan is approved, the door opens to grant funding in subsequent years to implement the elements included in our approved Action Plan.

"The purpose of SS4A grant program is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development and implementation focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The program provides funding to develop the tools to strengthen a community's approach to safety and save lives."

If successful, the 80% federal share will go a long way in support of Mount Dora's transportation safety goals in such things as safe intersections, pedestrian crossings, traffic calming, and regulatory compliance with ADA requirements and design standards. It would also enable transportation enhancements for the entire community for such things as public transportation mobility, sidewalk extensions, and potential projects such as improved pedestrian and bicycle crossings over US 441, to suggest one example.

For more detailed information, see <https://www.transportation.gov/grants/SS4A>.

Budget Impact:

As of September 1, 2022, Public Works has begun the process of making an SS4A Action Plan grant application to support development of a \$200K Action Plan document. The federal government will reimburse up to 80% of that cost. The City will be obligated to the remainder, \$40K, if the grant application is successful and the City enters into the formal grant agreement. The City's consultant, Neel-Schaffer, has been assigned the task of preparing our application for Action Plan grant funding for a fee of \$10K to be submitted one time before September 15, 2022.

Strategic Impact:

GOAL 1: Economic Development: Enhance mobility, connectivity, and expand trail network

Objective 1.2.1. Implementation of the transportation master plan

GOAL 2: Infrastructure / Public Safety

Objective 2.2. Enhance pedestrian safety-crosswalk & traffic calming solutions

Recommendation:

Request Adoption I of **Resolution No. 2022-59**, Ratification of Application for the Safe Streets and Roads for All Grant

Attachment(s):

1. Attachment #1 Safe Streets and Roads for All (SS4A) Grant Program _ US Department of Transportation

Prepared by: Jeanann Hand, Deputy City Clerk
Reviewed by: GEORGE MAREK, Interim Public Works Director
Jeanann Hand, Deputy City Clerk
Patrick Comiskey, City Manager

Approved - 9/15/2022
Approved - 9/15/2022
Final Approval - 9/15/2022

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Safe Streets and Roads for All Grants >

[About Safe Streets and Roads for All Grants](#)
[Announcement](#)
[Webinar Series](#)
[How to Apply](#)
[Resources](#)
[FAQs](#)

Related Links

- [Bipartisan Infrastructure Law Technical Assistance and Local Support \(FHWA\)](#)
- [Complete Streets \(FHWA\)](#)
- [Countermeasures That Work \(NHTSA\)](#)
- [Local Road Safety Plans \(FHWA\)](#)
- [Our Roads, Our Safety \(FMCSA\)](#)
- [Proven Safety Countermeasures \(FHWA\)](#)
- [Zero Deaths – Saving Lives through a Safety Culture and a Safe System \(FHWA\)](#)

Related Documents

- [Amended Notice of Funding Opportunity for the Safe Streets and Roads for All Discretionary Grant Opportunity](#)
- [Highlights of Changes to the FY22 SS4A Notice of Funding Opportunity](#)
- [USDOT National Roadway Safety Strategy](#)

Safe Streets and Roads for All (SS4A) Grant Program

The [Bipartisan Infrastructure Law](#) (BIL) established the new Safe Streets and Roads for All (SS4A) discretionary program with \$5 billion in appropriated funds over the next 5 years. In fiscal year 2022 (FY22), up to \$1 billion is available. The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries.

The SS4A program supports Secretary of Transportation Pete Buttigieg's National Roadway Safety Strategy and the Department's goal of zero deaths and serious injuries on our nation's roadways.



Amended FY22 Notice of Funding Opportunity is open, now through September 15, 2022

The [FY22 Notice of Funding Opportunity \(NOFO\)](#) for Safe Streets and Roads for All grants has been [amended](#) to include technical corrections and is live on [Grants.gov](#).

The deadline for applications remains unchanged as 5:00 p.m. EDT on September 15, 2022. For details, more information, and applicant guidance:

- [Review the amended NOFO](#)
- [Review highlights of changes to the FY22 SS4A NOFO](#)
- [Visit our "How to Apply" assistance page](#)
- [Visit our "Resources" page](#)
- [Review answers to Frequently Asked Questions](#)
- [Watch a "How to Apply" webinar](#)

Award announcements are expected to be made by the end of calendar year 2022 or early 2023.

Who is eligible to apply for grant funding?

- Metropolitan planning organizations;
- Counties, cities, towns, and transit agencies or other special districts that are subdivisions of a State;
- Federally recognized Tribal governments; and
- Multijurisdictional groups comprised of the above entities.

Eligible activities

The following activities are eligible for the SS4A program:

- Develop or update a comprehensive safety action plan (Action Plan).
- Conduct planning, design, and development activities in support of an Action Plan.
- Carry out projects and strategies identified in an Action Plan.

There are two types of SS4A grants: Action Plan Grants and Implementation Grants.

Action Plan Grant example activities

Communities can use Action Plan Grants to develop or complete an Action Plan or to conduct supplemental planning activities.

Below are illustrative examples of activities that could directly assist in the process of developing or updating an Action Plan by conducting outreach, data collection, analysis, and other related tasks:

- **Leadership commitment and goal setting** that includes a goal timeline for eliminating roadway fatalities and serious injuries.
- **Planning structure** through a committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring.
- **Safety analysis** of the existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region.
- **Engagement and collaboration** with the public and relevant stakeholders, including the private sector and community groups, that allows for both community representation and feedback.
- **Equity** considerations developed through a plan using inclusive and representative processes.
- **Policy and process changes** that assess the current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize transportation safety.
- **Strategy and project selections** that identify a comprehensive set of projects and strategies, shaped by data, the best available evidence and noteworthy practices, as well as stakeholder input and equity considerations, that will address the safety problems described in the Action Plan.
- **Progress and transparency methods** that measure progress over time after an Action Plan is developed or updated, including outcome data.

Supplemental planning example activities (must have an eligible Action Plan in place)

Supplemental Action Plan activities that support or enhance an existing Action Plan could include, but are not limited to:

- Additional analysis
- Expanded data collection and evaluation using integrated data
- Testing Action Plan concepts before project and strategy implementation
- Feasibility studies using quick-build strategies that inform permanent projects in the future (e.g., paint, plastic bollards)
- Follow-up stakeholder engagement and collaboration
- Targeted equity assessments
- Progress report development
- Complementary planning efforts such as speed management plans, accessibility and transition plans, racial and health equity plans, and lighting management plans

Implementation Grant example activities

Below are illustrative examples of activities that could be conducted as part of an Implementation Grant. This list is not intended to be exhaustive in nature and could include infrastructure, behavioral, and operational safety activities identified in an Action Plan:

- **Applying low-cost roadway safety treatments** system-wide, such as left- and right-turn lanes at intersections, centerline and shoulder rumble strips, wider edge lines, high-friction surface treatments, road diets, and better signage along high-crash urban and rural corridors.
- **Identifying and correcting common risks** across a network, such as improving pedestrian crosswalks by adding high-visibility pavement markings, lighting, and signage at transit stops, in a designated neighborhood, or along a busy public transportation route.
- **Transforming a roadway corridor** on a High-Injury Network into a Complete Street with safety improvements to control speed, separate users, and improve visibility, along with other measures that improve safety for all users.
- **Installing pedestrian safety enhancements and closing network gaps** with sidewalks, rectangular rapid-flashing beacons, signal improvements, and audible pedestrian signals for people walking, rolling, or using mobility assisted devices.

- **Working with community members in an identified problem area** to carry out quick-build street design changes informed by outreach and user input.
- **Supporting the development of bikeway networks** with bicycle lanes for different roadway volumes and speeds that are safe for people of all ages and abilities.
- **Carrying out speed management strategies** such as implementing traffic calming road design changes, addressing speed along key corridors through infrastructure, conducting education and outreach, setting appropriate speed limits, and making strategic use of speed safety cameras.
- **Creating safe routes to school and public transit services** through multiple activities that lead to people safely walking, biking, and rolling in underserved communities.
- **Promoting the adoption of innovative technologies or strategies to promote safety** and protect vulnerable road users in high-traffic areas where commercial motor vehicles (CMVs), pedestrians, bicyclists, motorcyclists, etc. interact.
- **Conducting education campaigns to accompany new or innovative infrastructure**, such as roundabouts, pedestrian hybrid beacons, or pedestrian-only zones.
- **Implementing standard and novel data collection and analysis technologies and strategies** to better understand vulnerable road user (pedestrian/bicycle/transit rider) network gaps and to collect exposure data.
- **Deploying advanced transportation technologies**, such as the installation of connected intersection-based safety solutions and vehicle-to-infrastructure (V2I) advisory speed limit systems (e.g., Intelligent Speed Assistance [ISA]).
- **Combating roadway departure crashes** through enhanced delineation, shoulder widening, rumble strips, and roadside safety improvements.
- **Evaluating and improving the safety of intersections** by considering innovative design changes, improved delineation, and advanced warning.
- **Improving first responder services** with improved crash data collection, formalizing street names and addressing, and enhancing emergency vehicle warning systems.
- **Unifying and integrating safety data across jurisdictions** where local agencies share their crash, roadway inventory, and traffic volume data to create an analytic data resource.

Email Updates

To sign up for updates, please enter your contact information below.

★Email Address

Submit

Last updated: Tuesday, August 2, 2022

U.S. DEPARTMENT OF TRANSPORTATION

1200 New Jersey Avenue, SE
Washington, DC 20590
855-368-4200



WANT TO KNOW MORE?

Receive email updates about the latest in Safety, Innovation, and Infrastructure.



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

DATE: September 20, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of **Resolution No. 2022-60**, Acceptance of 7.7 Acre FDOT Surplus Property, State Road No. 46, Section No. 11130, F.P. No. 238275-2

Introduction:

The Florida Department of Transportation (FDOT) has approved the City of Mount Dora's request for the public purpose surplus property transfer of approximately 7.7 acres of upland area located between SR 46 and the south end of Niles Road. The process started in 2018 and when FDOT receives City Council's approved Resolution No. 2022-60, they will transfer the property to the City by quitclaim deed. The City will keep the property for as long as it is devoted to a public purpose. Use of the property for private or commercial purposes will cause ownership to revert to FDOT.

Discussion:

This represents the successful conclusion of a 2018 City request to FDOT for a public purpose transfer of certain property that FDOT had acquired for construction of the Wekiva Parkway Section 3B six-lane widening of SR 46. FDOT has a formal process for unneeded property that they are allowed to surplus to local government for a public purpose. These public purpose surplus arrangements sometimes come with certain conditions. In this instance, the property will revert to FDOT if it is used for anything except a public purpose. At one time, this 7.7 acre tract was contemplated for construction of an "Eastside Fire Station." FDOT does not specify a particular public use. At a minimum, the City plans to use a part of this tract to extend Niles Road to connect with the future Vista Ridge Drive.

Staff recommends that, soon after receipt of the property, the property be annexed into the City of Mount Dora and the appropriate City land use and zoning (PLI) be applied to the land.

Budget Impact:

Upon acceptance of this surplus property from FDOT, the City will receive essentially 7.7 acres of free land for public purposes. Some monies have already been expended on boundary surveys

to support the transfer. A copy is attached of the draft quitclaim deed to be signed by the FDOT District Secretary upon his receipt of the adopted resolution.

Strategic Impact:

GOAL 1: Economic Development

Objective 1.1. Develop Wolf Branch Innovation District (WBID)

1.1.1. Continue implementing the Wolf Branch Master Plan

GOAL 3: Fiscal Resources / Human Resources

Objective 3.1. Identify and seek funding sources

3.1.1. Pursue federal, state, and local grants to fund city department technology, studies, and projects

3.1.2. Seek to create public and private partnerships to conserve government funds and resources for priority projects

Recommendation:

Staff recommends adoption of **Resolution No. 2022-60** and acceptance of the surplus property described therein.

Attachment(s):

1. Attachment 1 Vicinity Map FDOT Lands to City (revised)
2. Attachment 2 Exhibit_UpperTract
3. Resolution 2022-60 116B_124A.City Acceptance of FDOT property.SGS

Prepared by: Jeanann Hand, Deputy City Clerk

Reviewed by: GEORGE MAREK, Interim Public Works Director

Sherry Sutphen, City Attorney

Vince Sandersfeld, Planning and Development Director

Jessica Burnham, City Clerk

Jeanann Hand, Deputy City Clerk

Patrick Comiskey, City Manager

Approved - 9/5/2022

Approved - 9/15/2022

Approved - 9/15/2022

Approved - 9/15/2022

Approved - 9/15/2022

Final Approval - 9/15/2022

Vicinity Map FDOT Surplus Lands

N

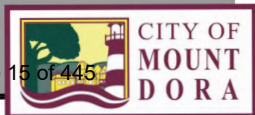
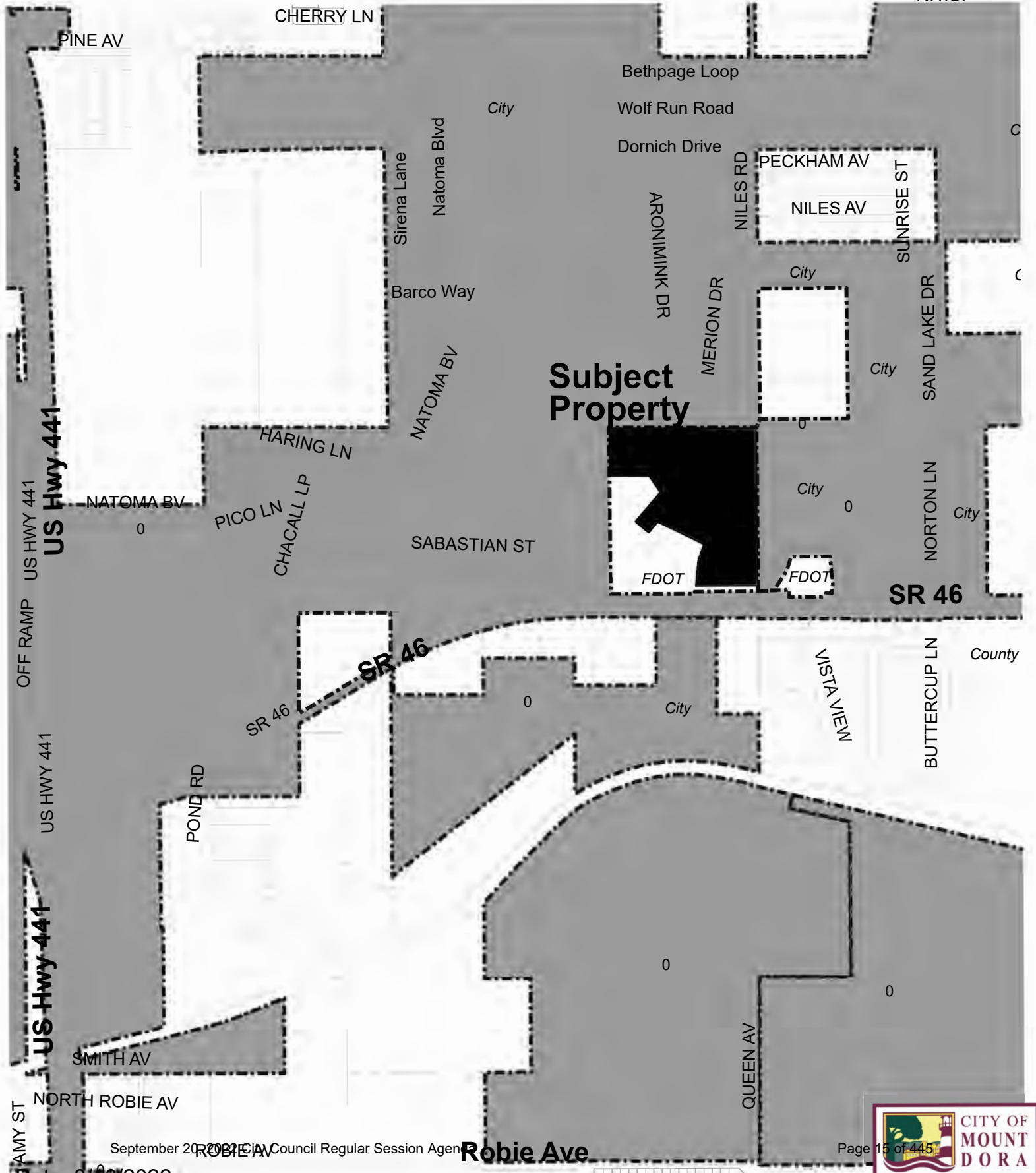


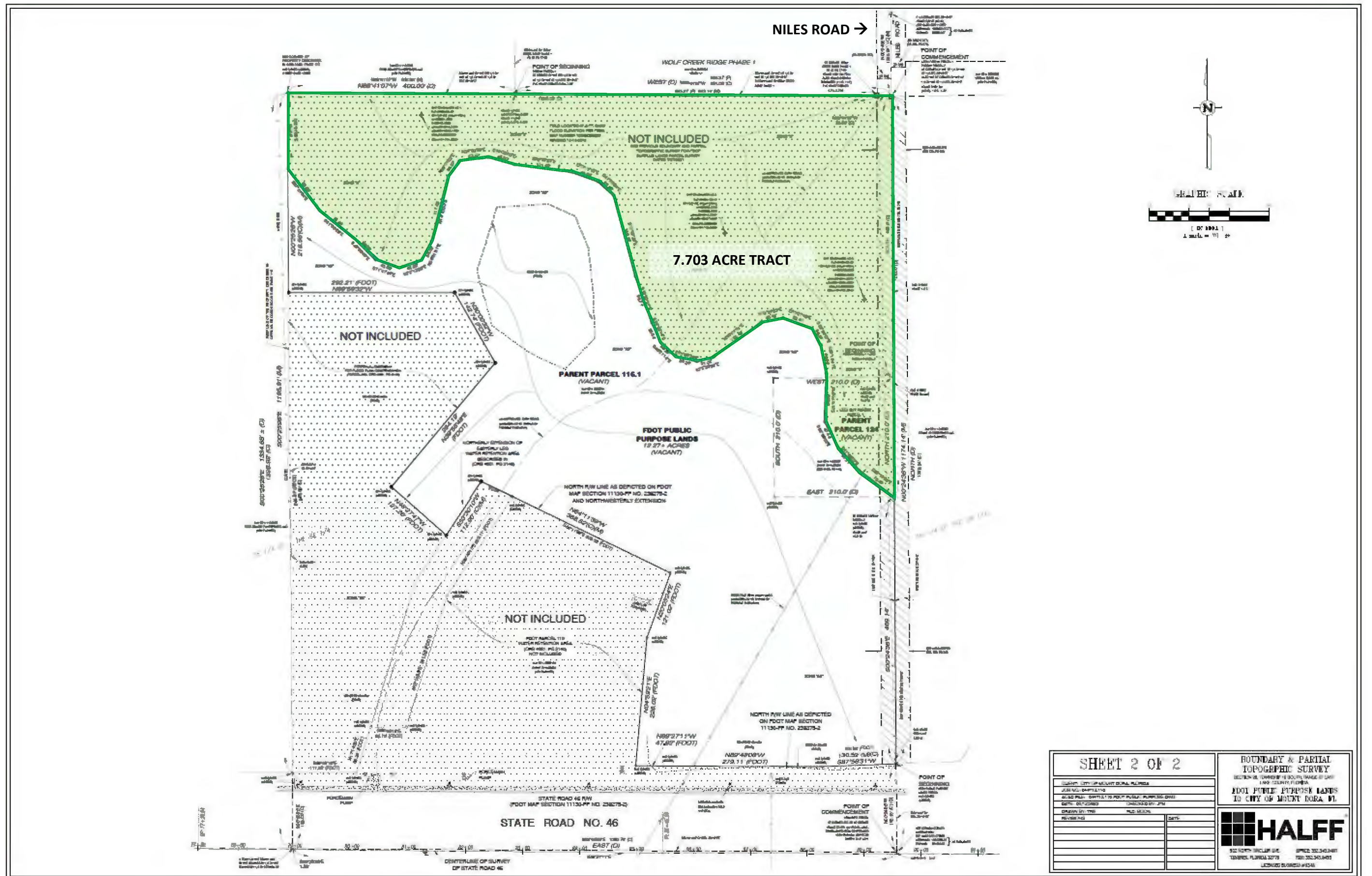
N.T.S.

Legend



City Limits





Public Purpose Surplus Property Transfer from FDOT to the City of Mount Dora - Parcel No. 116, Part B and 124, Part A

RESOLUTION NO. 2022-60

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO CERTAIN REAL PROPERTY IDENTIFIED AS PARCEL 116, PART B, AND PARCEL 124, PART A, WHICH IS NO LONGER NEEDED FOR STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION PURPOSES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ACCEPTANCE OF REAL PROPERTY FOR PUBLIC PURPOSES; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR DIRECTION TO CITY CLERK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (FDOT) has constructed improvements to State Road No. 46, Section No. 11130, F.P. No. 238275-2, in Lake County, Florida; and

WHEREAS, FDOT has indicated that certain described real property which is owned by FDOT, which has been identified as Parcel 116, Part B, and Parcel 124, Part A, and which is no longer needed for FDOT purposes, is appropriate to be acquired by the City of Mount Dora; and

WHEREAS, the City of Mount Dora has made application to FDOT to execute and deliver a quitclaim deed to the City of Mount Dora, conveying all rights, title and interest that the State of Florida, Department of Transportation has in and to said real property as described in **Exhibit "A"** attached hereto; and

WHEREAS, with said request having been duly considered and approved by FDOT, the City has determined that acquiring said real property, without consideration, to be used solely for public purposes, pursuant to the provisions of Florida Statutes, Section 337.25, advances a legitimate public purpose and is in the best interest, health, safety and welfare of the public.

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

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

SECTION 2. Acceptance of Real Property for Public Purposes. The City of Mount Dora hereby accepts the deed in favor of the City of Mount Dora, conveying, without consideration, all right, title and interest of the State of Florida, Department of Transportation in and to said real

property described in **Exhibit “A”**, attached hereto, and certifies that said real property will be used solely for public purposes pursuant to the provisions of Florida Statutes, Section 337.25.

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

SECTION 4. Savings Clause. All prior actions of the City pertaining to acceptance and use of the real property described in **Exhibit “A”** attached hereto, 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 the 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. Directions to City Clerk. The City Clerk is hereby directed to forward a certified copy of the Resolution to the State of Florida Department of Transportation at 719 South Woodland Boulevard, DeLand, Florida 32720-6834.

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

PASSED AND ADOPTED this ____ day of September, 2022.

CRISSY STILE
Mayor of the City of Mount Dora, Florida

ATTEST:

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

Jessica Burnham
City Clerk

Sherry G. Sutphen
City Attorney

EXHIBIT "A"

PARCEL NO. 116, Part B and 124, Part A

SECTION 11130

F.P. NO. 238275-2

THAT PART OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5190, PAGE 115, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND DESCRIBED IN OFFICIAL RECORDS BOOK 5190, PAGE 118, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE RUN, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 THE FOLLOWING THREE (3) COURSES, (1) NORTH 00°24'36" WEST FOR A DISTANCE OF 155.10 FEET TO THE POINT OF INTERSECTION WITH NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 46 AS DESCRIBED IN OFFICIAL RECORDS BOOK 4861, PAGE 2140, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND AS DEPICTED ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130-FP NO. 238275-2; (2) NORTH 00°24'36" WEST FOR A DISTANCE OF 469.14 FEET FOR THE POINT OF BEGINNING; (3) NORTH 00°24'36" WEST FOR A DISTANCE OF 705.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 SAID SECTION 28; FROM SAID CORNER, DEPARTING SAID EAST LINE, RUN THENCE NORTH 89°41'07" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 FOR A DISTANCE OF 25.00 FEET TO THE SOUTHEAST CORNER OF WOLF CREEK RIDGE PHASE 1, A SUBDIVISION IN THE CITY OF MOUNT DORA, FLORIDA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 77 THROUGH 82, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE CONTINUE NORTH 89°41'07" WEST ALONG THE SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, ALSO BEING THE SOUTH LINE OF SAID WOLF CREEK RIDGE PHASE 1 AND IT'S WESTERLY EXTENSION THEREOF FOR A DISTANCE OF 1036.09 FEET TO THE NORTHWEST CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5190, PAGE 115, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°25'28" EAST ALONG THE WEST LINE OF SAID PROPERTY FOR A DISTANCE OF 133.56 FEET TO A POINT ON THE FIELD LOCATED 81.9 FEET, BASE FLOOD ELEVATION CONTOUR LINE AS DETERMINED BY THE FEMA MAP NUMBER

12069C0390E, EFFECTIVE DATE: DECEMBER 18, 2012; THENCE RUN ALONG SAID 81.9 FEET CONTOUR LINE THE FOLLOWING (28) TWENTY-EIGHT COURSES; (1) SOUTH 37°01'54" EAST FOR A DISTANCE OF 92.89 FEET; (2) SOUTH 51°00'26" EAST FOR A DISTANCE OF 75.44 FEET; (3) SOUTH 45°09'46" EAST FOR A DISTANCE OF 56.32 FEET; (4) SOUTH 71°47'44" EAST FOR A DISTANCE OF 43.93 FEET; (5) NORTH 70°13'26" EAST FOR A DISTANCE OF 42.95 FEET; (6) NORTH 26°51'31" EAST FOR A DISTANCE OF 36.02 FEET; (7) NORTH 14°10'20" EAST FOR A DISTANCE OF 117.63 FEET; (8) THENCE RUN NORTH 36°01'02" EAST FOR A DISTANCE OF 34.37 FEET; (9) NORTH 84°50'39" EAST FOR A DISTANCE OF 53.27 FEET; (10) NORTH 74°09'09" EAST FOR A DISTANCE OF 45.30 FEET; (11) SOUTH 82°32'23" EAST FOR A DISTANCE OF 101.45 FEET; (12) SOUTH 70°17'12" EAST FOR A DISTANCE OF 49.50 FEET; (13) SOUTH 47°38'24" EAST FOR A DISTANCE OF 36.82 FEET; (14) SOUTH 15°02'29" EAST FOR A DISTANCE OF 146.43 FEET; (15) SOUTH 19°23'21" EAST FOR A DISTANCE OF 86.71 FEET; (16) SOUTH 24°55'14" EAST FOR A DISTANCE OF 33.64 FEET; (17) SOUTH 46°21'14" EAST FOR A DISTANCE OF 39.50 FEET; (18) SOUTH 73°56'34" EAST FOR A DISTANCE OF 38.26 FEET; (19) NORTH 75°28'30" EAST FOR A DISTANCE OF 31.02 FEET; (20) NORTH 53°01'51" EAST FOR A DISTANCE OF 102.48 FEET; (21) NORTH 78°24'33" EAST FOR A DISTANCE OF 40.42 FEET; (22) SOUTH 70°27'49" EAST FOR A DISTANCE OF 52.41 FEET; (23) SOUTH 29°34'57" EAST FOR A DISTANCE OF 36.31 FEET; (24) SOUTH 09°18'41" EAST FOR A DISTANCE OF 49.66 FEET; (25) SOUTH 01°47'29" WEST FOR A DISTANCE OF 84.86 FEET; (26) SOUTH 28°36'03" EAST FOR A DISTANCE OF 47.44 FEET; (27) SOUTH 41°43'20" EAST FOR A DISTANCE OF 57.71 FEET; (28) SOUTH 52°18'28" EAST FOR A DISTANCE OF 76.48 FEET; TO THE POINT OF BEGINNING.

CONTAINING 7.703 ACRES, MORE OR LESS



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

DATE: September 20, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of **Resolution No. 2022-61**, Acceptance of 12.20 Acres
FDOT Surplus Property, State Road No. 46, Section No. 11130, F.P. No.
238275-2

Introduction:

Request acceptance of 12.20 Acres FDOT Surplus Property, State Road No. 46, Section No. 11130, F.P. No. 238275-2 to the City of Mount Dora and authorization for the Mayor to execute the documents on behalf of the City.

Discussion:

The Florida Department of Transportation (FDOT) has approved the City of Mount Dora's request for the public purpose surplus property transfer of approximately 12.20 acres of upland area located between SR 46 and the southern end of Niles Road (Attachment #1). The process started in 2018, and when FDOT receives City Council's approved Resolution No. 2022-61, they will transfer the property to the City by quitclaim deed. The City will keep the property for as long as it is devoted to a public purpose.

These public purpose surplus arrangements sometimes come with certain conditions. In this instance, the property will revert to FDOT if it is used for anything except a public purpose. FDOT does not specify a particular public use. Use of the property for private or commercial purposes will cause ownership to revert to FDOT. Once the deed transfer is completed, the Planning and Development Department will start the process of annexation and assignment of City Public Lands/Institutional land use/zoning.

The northern boundary line described for this tract that abuts the 7.70 acre tract to the north was described based on a survey of the FEMA established 100-year flood elevation of 81.9 feet above sea level. The 7.70 acre tract is entirely above the flood level. This 12.20 acre tract contains ponds and is subject to some flooding. For this reason, FDOT has reserved its rights to drain into and through this 12.20 acre tract and has imposed a condition that the City maintain FDOT's easement. This effectively means that the City will need to request FDOT's permission

to fill or otherwise restrict FDOT's ability to drain through this tract. For all practical purposes, this tract can still be used for such public uses as a recreational trail or nature park and possesses some interesting natural features as part of the Wolf Branch flowway. Other public uses may be considered in cooperation with FDOT. Much of the area stays dry for most of the year despite being below the FEMA flood level.

A copy is attached of the draft quitclaim deed to be signed by the FDOT District Secretary upon his receipt of the adopted resolution.

Budget Impact:

Upon acceptance of this surplus property from FDOT, the City will receive essentially 12.20 acres of free land for public purposes. Funds have already been expended on boundary surveys to support the transfer.

Strategic Impact:

GOAL 1: Economic Development

Objective 1.1. Develop Wolf Branch Innovation District (WBID)

1.1.1. Continue implementing the Wolf Branch Master Plan

GOAL 3: Fiscal Resources / Human Resources

Objective 3.1. Identify and seek funding sources

3.1.1. Pursue federal, state, and local grants to fund city department technology, studies, and projects

3.1.2. Seek to create public and private partnerships to conserve government funds and resources for priority

Projects

Recommendation:

City Council to adopt Resolution No. 2022-61 for acceptance of 12.20 Acres FDOT Surplus Lands, State Road No. 46, Section No. 11130, F.P. No. 238275-2; and authorization for Mayor to execute the documents on behalf of the City.

Attachment(s):

1. Attachment 1 Vicinity Map FDOT Lands to City
2. Attachment 2 Exhibit_LowerTract
3. Resolution 2022-61 116C_124B.City Acceptance of FDOT property.SGS (002)

Prepared by: Jeanann Hand, Deputy City Clerk

Reviewed by: GEORGE MAREK, Interim Public Works Director
Vince Sandersfeld, Planning and Development Director
Sherry Sutphen, City Attorney
Jessica Burnham, City Clerk
Jeanann Hand, Deputy City Clerk
Patrick Comiskey, City Manager

Approved - 9/5/2022

Approved - 9/6/2022

Approved - 9/15/2022

Approved - 9/15/2022

Approved - 9/15/2022

Final Approval - 9/15/2022

Vicinity Map FDOT Surplus Lands

N

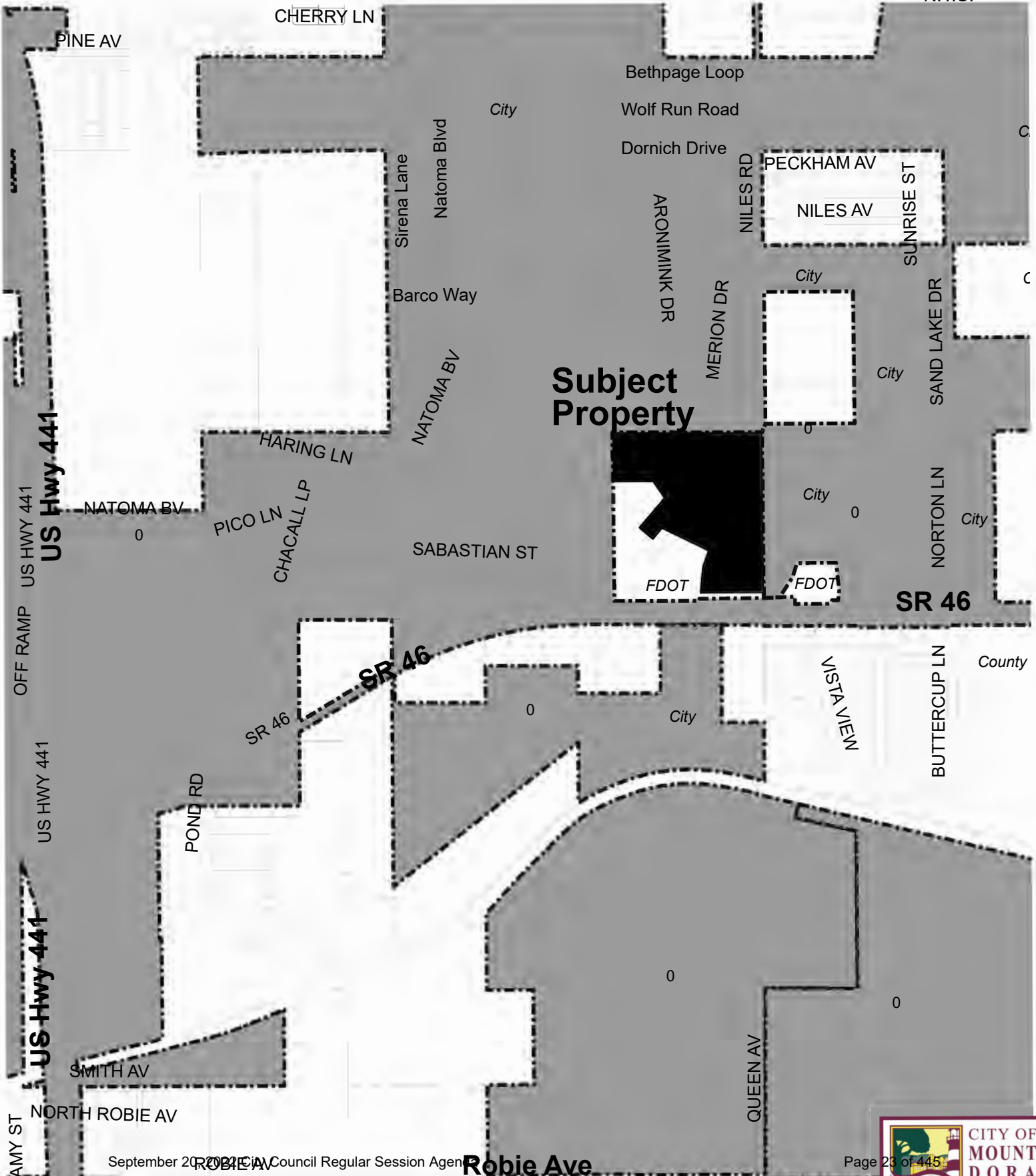


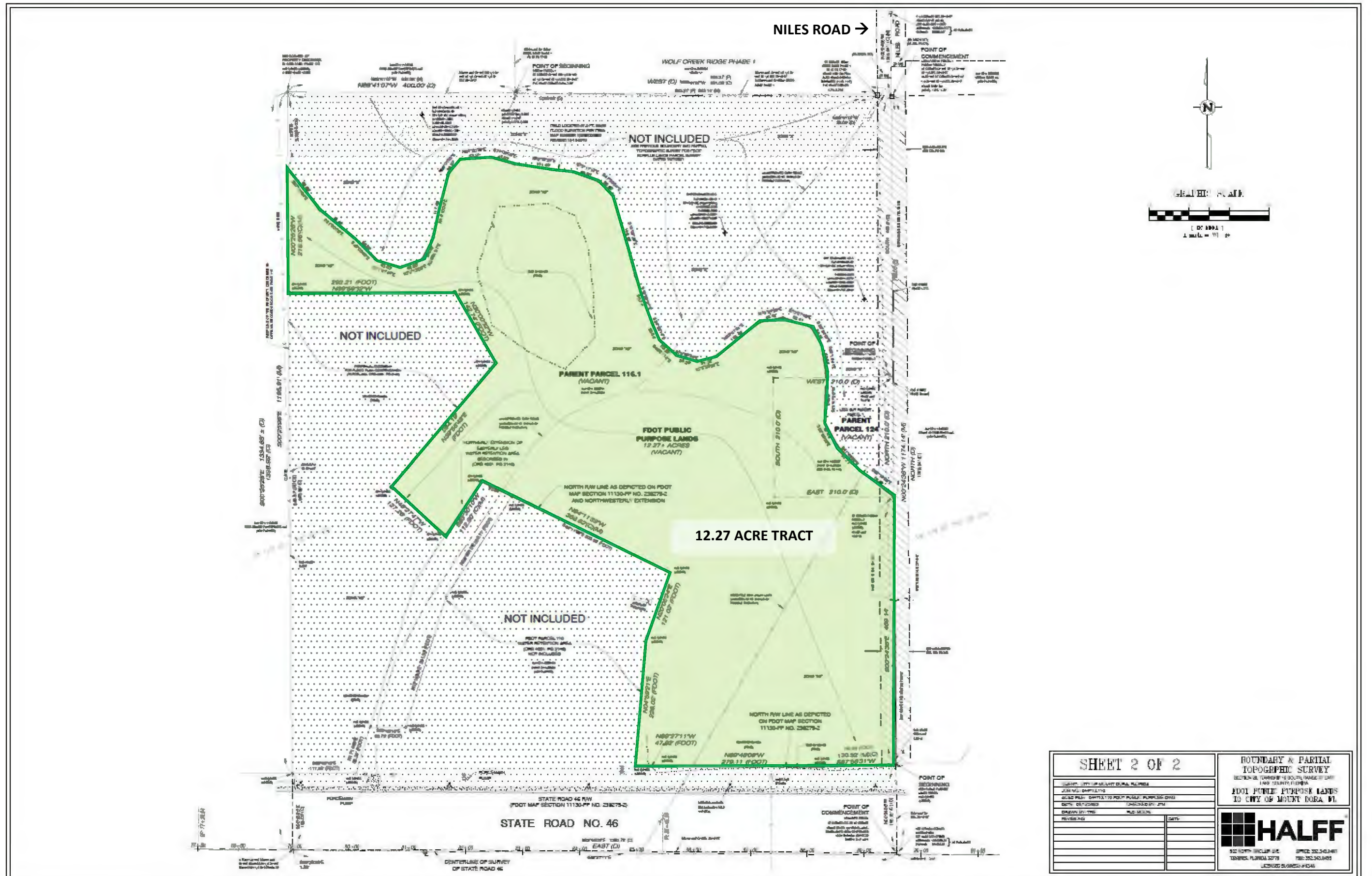
N.T.S.

Legend



City Limits





Public Purpose Surplus Property Transfer from FDOT to the City of Mount Dora - Parcel No. 116, Part C and 124, Part B

RESOLUTION NO. 2022-61

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO CERTAIN REAL PROPERTY IDENTIFIED AS PARCEL 116, PART C, AND 124, PART B, WHICH IS NO LONGER NEEDED FOR STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION PURPOSES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ACCEPTANCE OF REAL PROPERTY FOR PUBLIC PURPOSES; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR DIRECTION TO CITY CLERK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (FDOT) has constructed improvements to State Road No. 46, Section No. 11130, F.P. No. 238275-2, in Lake County, Florida; and

WHEREAS, FDOT has indicated that certain described real property which is now owned by FDOT, which has been identified as Parcel 116, Part C, and Parcel 124, Part B, and which is no longer needed for FDOT purposes, is appropriate to be acquired by the City of Mount Dora; and

WHEREAS, the City of Mount Dora has made application to FDOT to execute and deliver a quitclaim deed to the City of Mount Dora, conveying all rights, title and interest that the State of Florida, Department of Transportation has in and to said real property as described in **Exhibit "A"** attached hereto; and

WHEREAS, with said request having been duly considered and approved by FDOT, the City has determined that acquiring said real property, without consideration, to be used solely for public purposes, pursuant to the provisions of Florida Statutes, Section 337.25, advances a legitimate public purpose and is in the best interest, health, safety and welfare of the public.

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

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

SECTION 2. Acceptance of Real Property for Public Purposes. The City of Mount Dora hereby accepts the deed in favor of the City of Mount Dora, conveying, without consideration, all

right, title and interest of the State of Florida, Department of Transportation in and to said real property described in **Exhibit “A”**, attached hereto, and certifies that said real property will be used solely for public purposes pursuant to the provisions of Florida Statutes, Section 337.25.

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

SECTION 4. Savings Clause. All prior actions of the City pertaining to acceptance and use of the real property described in **Exhibit “A”** attached hereto, 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 the 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. Directions to City Clerk. The City Clerk is hereby directed to forward a certified copy of the Resolution to the State of Florida Department of Transportation at 719 South Woodland Boulevard, DeLand, Florida 32720-6834.

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

PASSED AND ADOPTED this ____ day of September, 2022.

CRISSY STILE
Mayor of the City of Mount Dora, Florida

ATTEST:

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

Jessica Burnham
City Clerk

Sherry G. Sutphen
City Attorney

EXHIBIT "A"

PARCEL NO. 116, Part C and 124, Part B

SECTION 11130

F.P. NO. 238275-2

THAT PART OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5190, PAGE 115, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND DESCRIBED IN OFFICIAL RECORDS BOOK 5190, PAGE 118, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE RUN NORTH 00°24'36" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 155.10 FEET TO THE POINT OF INTERSECTION WITH NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 46 AS DESCRIBED IN OFFICIAL RECORDS BOOK 4861, PAGE 2140, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND AS DEPICTED ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130-FP NO. 238275-2 AND THE POINT OF BEGINNING; THENCE RUN, ALONG THE SAID NORTHERLY RIGHT OF WAY LINE AND NORTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 4861, PAGE 2140 THE FOLLOWING SIX (6) COURSES, (1) SOUTH 87°56'31" WEST FOR A DISTANCE OF 130.58 FEET; (2) NORTH 89°48'08" WEST FOR A DISTANCE OF 279.11 FEET; (3) NORTH 89°27'11" WEST FOR A DISTANCE 47.92 FEET; (4) NORTH 04°59'21" EAST FOR A DISTANCE OF 226.02 FEET; (5) NORTH 20°05'24" EAST FOR A DISTANCE OF 121.02 FEET; (6) NORTH 64°11'39" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE AND NORTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 4861, PAGE 2140 AND ITS NORTHWESTERLY EXTENSION, FOR A DISTANCE OF 368.62 FEET; THENCE S33°28'37"W FOR A DISTANCE OF 112.87 FEET TO A POINT ON THE EASTERLY LEG OF THAT CERTAIN PERPETUAL EASEMENT IDENTIFIED AS PARCEL 800 AS DEPICTED ON SAID STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130-FP NO. 238275-2 AND RECORDED IN OFFICIAL RECORDS BOOK 4861, PAGE OF 2140 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY AND NORTHERLY LINE OF SAID PARCEL 800 AND EASTERLY AND

Resolution No. 2022-61

3 of 4

NORTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 4861, PAGE 2140 THE FOLLOWING FOUR (4) COURSES, (1) NORTH 48°27'47" WEST FOR A DISTANCE OF 127.26 FEET; (2) NORTH 39°55'48" EAST FOR A DISTANCE OF 284.19 FEET; (3) NORTH 30°00'32" WEST FOR A DISTANCE OF 142.74 FEET; (4) NORTH 89°59'32" WEST FOR A DISTANCE OF 292.21 FEET TO THE WESTERLY LINE OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 5190, PAGE 115 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 00°25'28" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 218.56 FEET TO A POINT ON THE FIELD LOCATED 81.9 FEET, BASE FLOOD ELEVATION CONTOUR LINE AS DETERMINED BY THE FEMA MAP NUMBER 12069C0390E, EFFECTIVE DATE: DECEMBER 18, 2012; THENCE RUN ALONG SAID 81.9 FEET CONTOUR LINE THE FOLLOWING (28) TWENTY-EIGHT COURSES; (1) SOUTH 37°01'54" EAST FOR A DISTANCE OF 92.89 FEET; (2) SOUTH 51°00'26" EAST FOR A DISTANCE OF 75.44 FEET; (3) SOUTH 45°09'46" EAST FOR A DISTANCE OF 56.32 FEET; (4) SOUTH 71°47'44" EAST FOR A DISTANCE OF 43.93 FEET; (5) NORTH 70°13'26" EAST FOR A DISTANCE OF 42.95 FEET; (6) NORTH 26°51'31" EAST FOR A DISTANCE OF 36.02 FEET; (7) NORTH 14°10'20" EAST FOR A DISTANCE OF 117.63 FEET; (8) THENCE RUN NORTH 36°01'02" EAST FOR A DISTANCE OF 34.37 FEET; (9) NORTH 84°50'39" EAST FOR A DISTANCE OF 53.27 FEET; (10) NORTH 74°09'09" EAST FOR A DISTANCE OF 45.30 FEET; (11) SOUTH 82°32'23" EAST FOR A DISTANCE OF 101.45 FEET; (12) SOUTH 70°17'12" EAST FOR A DISTANCE OF 49.50 FEET; (13) SOUTH 47°38'24" EAST FOR A DISTANCE OF 36.82 FEET; (14) SOUTH 15°02'29" EAST FOR A DISTANCE OF 146.43 FEET; (15) SOUTH 19°23'21" EAST FOR A DISTANCE OF 86.71 FEET; (16) SOUTH 24°55'14" EAST FOR A DISTANCE OF 33.64 FEET; (17) SOUTH 46°21'14" EAST FOR A DISTANCE OF 39.50 FEET; (18) SOUTH 73°56'34" EAST FOR A DISTANCE OF 38.26 FEET; (19) NORTH 75°28'30" EAST FOR A DISTANCE OF 31.02 FEET; (20) NORTH 53°01'51" EAST FOR A DISTANCE OF 102.48 FEET; (21) NORTH 78°24'33" EAST FOR A DISTANCE OF 40.42 FEET; (22) SOUTH 70°27'49" EAST FOR A DISTANCE OF 52.41 FEET; (23) SOUTH 29°34'57" EAST FOR A DISTANCE OF 36.31 FEET; (24) SOUTH 09°18'41" EAST FOR A DISTANCE OF 49.66 FEET; (25) SOUTH 01°47'29" WEST FOR A DISTANCE OF 84.86 FEET; (26) SOUTH 28°36'03" EAST FOR A DISTANCE OF 47.44 FEET; (27) SOUTH 41°43'20" EAST FOR A DISTANCE OF 57.71 FEET; (28) SOUTH 52°18'28" EAST FOR A DISTANCE OF 76.48 FEET TO THE AFORESAID EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28; THENCE SOUTH 00°24'36" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 469.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.27 ACRES, MORE OR LESS



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

DATE: September 20, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Authorization for Mayor to Execute and Submit Application to Florida Central Railroad for the Installation of Drainage Inlets in the Railroad Crossing at Liberty Avenue and, if Approved, Authorization to Execute the Associated License Agreement Following Review and Approval by the City Attorney

Introduction:

This is an opportunity for Council to authorize the Mayor's signing of the Central Florida Railroad application for the City's installation of stormwater pipes and inlets on the railroad right-of-way running north of Liberty Avenue to the City's water retention area located upstream from Gilbert Park.

Discussion:

Construction plans for the Liberty Avenue Stormwater Treatment Project have reached 100% completion. The City is now submitting a permit application to St. Johns River Water Management District and the attached Application for Facility Installation to Central Florida Railroad for their review and approval. Once both approvals are obtained, the construction phase can begin.

This is a part of the Liberty Avenue Stormwater Treatment Project to be built with a grant from the Lake County Water Authority under the terms of Resolution No. 2021-53. Regional Rail and their staff have been most accommodating to this project by allowing the pipe installation alongside their tracks and in reducing the license fee below the fee they normally require. This has saved the City a tremendous amount of money that would have otherwise been spent to purchase land for a new pond and to reconstruct City streets in order to run storm pipes elsewhere.

Budget Impact:

The application fee is \$2,500.00 on a one-time basis. Regional Rail has agreed to wait until after the City submits this application to invoice the City for this fee. Funds are available to pay the invoice after October 1st this year. The railroad normally charges an annual fee for such installations for as many years as the facility exists that would easily exceed this \$2,500 fee in two or three years.

Strategic Impact:

GOAL 2: Infrastructure / Public Safety

Objective 2.4. Sustain City Infrastructure

Recommendation:

City Council authorize the Mayor to sign our Application for Facility Installation on the railroad right-of-way and authorize the Mayor to execute the railroad's standard form license agreement following the railroad's approval of our application.

Attachment(s):

1. Attachment 1 Liberty_Ave_Application_for_Facility_Installation

Prepared by: Ethan Hand

Reviewed by: GEORGE MAREK, Interim Public Works Director

Rita Meade, Interim Finance Director

Sherry Sutphen, City Attorney

Jessica Burnham, City Clerk

Jeanann Hand, Deputy City Clerk

Patrick Comiskey, City Manager

Approved - 9/5/2022

Approved - 9/6/2022

Approved - 9/15/2022

Approved - 9/15/2022

Approved - 9/15/2022

Final Approval - 9/15/2022

Application for Facility Installation

Plans for proposed installation shall be submitted to and meet the approval and requirements of the Railroad Company before construction is begun. Material and installation are to be in strict accordance with specifications of the National Electrical Safety Code (NESC) or the American Railway Engineering Association (AREMA) which ever applies. **An original Plan, Section and Elevation views from field survey showing location in respect to Mile Post, width of Railroad Right of Way, location of adjacent structures affecting crossing must accompany application.** If open cutting or tunneling is necessary, details of sheeting and method of supporting tracks or driving tunnel shall also be shown. Flagging as defined by Railroad is required during installation and costs are responsibility of Agreement Holder.

THIS SECTION RAILROAD USE ONLY

Date Application
Received by Road:

Application Fee: \$2,500.00

RR Agreement
No:

Railroad Approval:

Licensing Type: One-Time Fee

Licensing
Amount:

FIELDS BELOW TO BE FILLED IN BY APPLICANT

Narrative		
Please provide a Description / Scope of work to be performed (include purpose, scope of work, special conditions)		
For the purpose of flood reduction and pollution mitigation, the City of Mount Dora will install drainage inlets and pipes in the railroad right-of-way starting in the railroad crossing at Liberty Avenue and ending at the existing City water retention area located approximately 500 feet to the northwest.		
Installation Location Information		
City: Mount Dora	State: Florida	County: Lake
Railroad Location: Florida Central Railroad	GPS Latitude Entering ROW: 28.794070	GPS Longitude Entering ROW: -81.638914
Feet: 500 +/-	Select a direction from nearest railroad mile post: NW	Mile Post No: ATA 791.85
Angle between center line of right of way and occupancy will be (degrees): 0	No of RR Tracks to be crossed: 1	Total length within RR right of way 500 +/- measured in feet:
Will facility be located near a public roadway?: Yes	Street Name: Liberty	AAR/DOT Crossing Inventory Number: 621806S

Facility Owner Information		
Legal Information		
Owner's Complete Legal Company Name: City of Mount Dora		
Legal Address Line 1: 510 N. Baker Street		
Legal Address Line 2:		
City: Mount Dora	State: Florida	Zip: 32757
Business Type: Municipality	Other Business Type: None	State of Business Registration: N/A
The following must be provided for the person who will sign off on agreement:	Name: Crissy Stile	Title: Mayor

Billing Information		
If same as legal address above, check here: ☒		
Billing City: Mount Dora	Billing State: Florida	Billing Zip: 32757
Billing Address Line 1: 510 N. Baker Street	Billing Address 2:	
Owner Contact Information		
Contact Name: Patrick Comiskey	Title: City Manager	E-mail: comiskeyp@cityofmountdora.com
Office Phone: (352) 735-7126	Extension:	Mobile Phone:
Emergency Phone: (352) 735-7126		
Project Engineer/Consultant/Agent Information		
If same as legal address above, check here:	Engineer/Consultant/Agent Company Name:	DRMP
Contact Name: John L. Minton Jr., P.E., CFM		
Address Line 1: 941 Lake Baldwin Lane		
Address Line 2:		
City: Orlando	State: Florida	Zip: 32814
Office Phone: 407-896-0594	Mobile Phone:	E-mail: jminton@drmp.com
Project Information		
Is this covered by existing Railroad permit/agreement or master agreement?	No	
Is this project related to another transaction/project with railroad?	No	
Is this a new installation? New Installation Request		
Will proposed installation connect to an existing facility within railroad corridor?	No	
Type of Installation: Pipe	Method: Sub-grade	Plans of any sub-grade ≥30" diameter are subject to review by Engineers of Railroad choice at cost & expense of facility owner.
Will this installation be parallel to railroad company tracks anywhere in excess of 150 feet?	Yes	
		If yes indicate length in feet. 500 +/-

Sub-grade Installation Information		
If sub-grade, select the proposed method of installation: Trench		
Bury: Base of rail to top of casing:		
Bury: Not beneath tracks:		
Bury: Roadway ditches:		
Temporary track support or riprapping required:		
Wires, pole obstructions to be relocated:		
Pipe Installation		
Pipe Type: Water – Storm	Flammable: No	
Max working pressure (PSI):	Test Pressure Type:	
Pipe Specifications	Carrier Pipe	Casing Pipe
Materials Specs & Grade	Reinforced Concrete Pipe (Class IV)	
Minimum Yield Strength of Material PSI		
Mill Test Pressure PSI		
Inside Diameter	24"-30"	
Wall Thickness	3"-3.5"	
Outside Diameter	30"-37"	
Type of Seam		
Laying Lengths	8'	
Kind of Joints	Bell and Spigot w/ Rubber Gaskets	
Number of Vents:	Size of Vents:	Height Above Ground:
Seals:	Cathodic Protection:	Protective Coating:
Type, size and spacing of insulators or supports:		

If application is approved, applicant agrees to reimburse the Railroad for any cost incurred by the railroad incident to installation, maintenance, and/or supervision necessitated by this installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation.

IF THE APPLICATION IS APPROVED, THE APPLICANT SHALL EXECUTE THE RAILROAD'S STANDARD FORM OF LICENSE AGREEMENT. IN THE EVENT THE RAILROAD INCURS LEGAL FEES IN EXCESS OF \$500 IN CONNECTION WITH THE COMPLETION OF THE LICENSE AGREEMENT THE APPLICANT SHALL PAY FOR ALL SUCH LEGAL FEES OF THE RAILROAD IN EXCESS OF \$500. WHETHER APPROVED OR DENIED, IN THE EVENT LITIGATION ARISES OUT OF OR IN CONNECTION WITH THIS APPLICATION OR THE UNDERLYING SUBJECT MATTER OF THIS APPLICATION, THE APPLICANT SHALL BE RESPONSIBLE FOR, AND AGREES TO PAY, ALL ATTORNEY'S FEES AND COSTS INCURRED BY THE RAILROAD. THE APPLICANT AGREES THAT THERE IS VALID CONSIDERATION EXCHANGED BY ALL PARTIES HERETO TO SUPPORT ALL OBLIGATIONS CREATED BY THIS APPLICATION.

Date:	Written Signature	
Title of Officer Signing Application: Mayor	Printed Name of Officer Signing Application:	Crissy Stile



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

DATE: September 20, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Vehicle Lease Payoffs: Bancorp Lease and Enterprise Lease

Introduction:

This is an opportunity for Council to approve the payoff of the City's vehicle fleet leases with Bancorp and Enterprise.

Discussion:

The City leases 25 Public Safety vehicles from The Bancorp Bank and 50 white fleet vehicles from the Enterprise FM Trust. The City's Finance office is requesting to pay off 25 vehicle leases for Public Safety from The Bancorp Bank up to an amount of \$265,000, and to complete early pay off of 50 vehicle leases from Enterprise FM Trust up to an amount of \$450,000 by September 30, 2022. The final payment of the leases for 25 Public Safety and 48 white fleet vehicles was initially scheduled for December 2022. The remaining 2 vehicles were purchased in the last two fiscal years and were not scheduled to be paid off until 2025 and 2027.

In addition to paying off these leases, this action will eliminate extra staff time required to report leases in accordance with GASB 87 in the preparation of the annual financial statements.

Budget Impact:

The current cash balance of the Vehicle Replacement Fund is over \$1,268,000, of which \$400,000 is currently restricted to Building Division vehicles. The remaining balance of \$868,000 is unrestricted and can be utilized to pay off the Enterprise and Bancorp vehicle leases.

Strategic Impact:

Financial and Economic Sustainability

Recommendation:

Staff recommends that the Council approve paying off the Enterprise and Bancorp vehicle leases in an amount not to exceed \$715,000.

Attachment(s):

1. Attachment 1 Reso No. 2017-107 BanCorp dba Mears Piggyback with Orlando Fleet Leasing and Maint
2. Attachment 2 Agreement.Enterprise Fleet.Vehicle Leasing and Maintenance.06.20.2017

Prepared by: Jeanann Hand, Deputy City Clerk

Reviewed by: Rita Meade, Interim Finance Director
Sherry Sutphen, City Attorney
Merry Lovern , Executive Assistant
Patrick Comiskey, City Manager

Approved - 9/13/2022

Approved - 9/15/2022

Approved - 9/15/2022

Final Approval - 9/15/2022

RESOLUTION NO. 2017-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA POLICE DEPARTMENT, FLORIDA, AUTHORIZING THE CITY TO ENTER A PIGGYBACK CONTRACT WITH BANCORP D/B/A MEARS CORP., INC., FOR LEASING AND MAINTENANCE OF FLEET VEHICLES; PROVIDING FOR LEGISLATIVE/ADMINISTRATIVE FINDINGS; PROVIDING FOR DELEGATION TO AND IMPLEMENTING ACTIONS BY THE CITY MANAGER; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the City of Mount Dora's Police Department has determined that it is in the best interest of the City of Mount Dora to enter into a Master Lease agreement for pursuit and non-pursuit vehicles; and

WHEREAS, the City of Mount Dora Police Department has determined that Bancorp d/b/a Mears Corp., Inc., will be the primary source of leasing pursuit and non-pursuit vehicles in accordance with the terms of the lease as outlined in Attachment 3; and

WHEREAS, the City of Mount Dora Police Department has determined that the corresponding maintenance agreement will apply to each vehicle described in Attachment 3, providing 100,000 mile bumper to bumper maintenance coverage, excluding tires, oil changes and brakes, and,

WHEREAS, the City of Mount Dora Police Department may make reasonable changes and modifications to the master lease and maintenance agreements as is deemed necessary and in the best interest of the City by resolution; and

WHEREAS, the City of Mount Dora Police Department will process this lease upon approval of this resolution to order the vehicles prior to September 20, 2017 under the 16-17 FY pricing to provide delivery as soon as possible after the start of Fiscal Year beginning October 1, 2017; and,

WHEREAS, each lease and maintenance agreement is subject to changes, modifications or amendments as shall benefit the City of Mount Dora; and

WHEREAS, the City of Orlando has previously entered into a contract with Bancorp d/b/a Mears Corp., Inc., to provide fleet leasing services on May 26, 2016 (attached as Attachment A hereto); and

WHEREAS, the City of Mount Dora wishes to enter into a like contract with Bancorp d/b/a Mears Corp., Inc., under the same terms and applicable conditions as that prior agreement entered into by the City of Orlando to provide on-going fleet leasing and vehicle maintenance activities, and other related tasks as may be assigned by the City; and

WHEREAS, Chapter 287, Florida Statutes, grant the authority to piggyback the purchase of goods and services as a form inter-governmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, the City of Mount Dora has determined that in this circumstance, piggybacking onto a contract entered into by the City of Orlando is the most economically advantageous way to procure these goods and services;

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

SECTION 1. Legislative Findings and Intent. The legislative findings above are hereby adopted as the legislative intent of the City of Mount Dora, Florida in adoption of this Resolution. All requirements of Florida law have been followed in the adoption of this Resolution.

SECTION 2. Approval of Master and Maintenance Lease Agreements. The City Council of the City of Mount Dora hereby approves the Master and Maintenance Lease Agreements with Bancorp d/b/a Mears Corp., Inc. as provided in Exhibit #1, effective as of September 19, 2017.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as may 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. 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 5. Conflicts. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

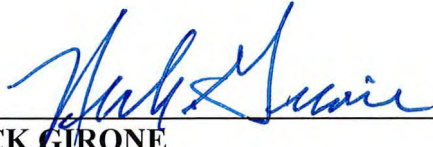
SECTION 6. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 7. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 21 day of September A.D, 2017.

Resolution No. 2017-107

Page 2



NICK GIRONE

MAYOR of the City of Mount Dora Police Department,

Florida

ATTEST:

For use and reliance of the Mount Dora
City Council only.

Approved as to form and Legality



**GWEN KEOUGH-JOHNS, MMC
CITY CLERK**



**William Colbert or Jennifer Cockcroft
City Attorney**

EXHIBIT #1

PIGGYBACK AGREEMENT FOR VEHICLE LEASING/MAINTENANCE SERVICES BETWEEN THE CITY OF MOUNT DORA AND THE BANCORP BANK D/B/A MEARS

(City of Orlando)

THIS AGREEMENT is made and entered into on ^{September} ~~July~~ 21, 2017 by the City of Mount Dora, a municipal corporation of the State of Florida, (hereinafter referred to as "CITY") and The Bancorp Bank D/B/A Mears, a Foreign Profit Corporation (hereinafter "VENDOR").

WHEREAS, the City of Orlando has previously entered into a contract with VENDOR to provide fleet leasing services on May 26, 2016 (attached as Attachment A hereto); and

WHEREAS, the City of Mount Dora wishes to enter into a like contract with VENDOR under the same terms and applicable conditions as that prior agreement entered into by the City of Orlando to provide on-going fleet leasing and vehicle maintenance activities, and other related tasks as may be assigned by the City; and

WHEREAS, Chapter 287, Florida Statutes, grant the authority to piggyback the purchase of goods and services as a form inter-governmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, the City of Mount Dora has determined that in this circumstance, piggybacking onto a contract entered into by the City of Orlando is the most economically advantageous way to procure these goods and services;

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

1. TERM:

The current government contract is currently in force with an initial expiration date of May 5, 2019.

2. GENERAL PROVISIONS:

All other terms and conditions of the contract and any amendments thereto entered into between the City of Orlando and VENDOR referenced above will be applicable to this agreement unless specified herein and as further specified in Attachment B "City of Mount Dora Pricing Schedule".

Unless specifically excluded in this document, all “standard contractual terms and conditions” as provided on the City’s website apply to this Agreement. These terms and conditions can be found at: <http://ci.mount-dora.fl.us/DocumentCenter/View/3564> .

3. **NOTICES:**

All notices and demands shall be sent U.S. Certified Mail, return receipt to:

VENDOR:

Karrie-Linn Velms
Assistant Vice President
The Bancorp Bank D/B/A Mears
3755 Park Lake Street
Orlando, FL 32803

CITY:

Dave Scott
Administrative Services Bureau Commander
City of Mount Dora
1300 North Donnelly Street
Mount Dora, FL 32757

4. **PUBLIC RECORDS:**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**CITY CLERK: MS. GWEN JOHNS, MMC
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
PHONE: (352) 735-7126, FAX: (352) 383-4801
JOHNSG@CITYOFMOUNTDORA.COM**

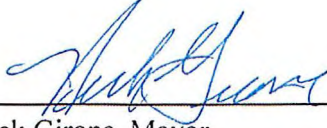
VENDOR agrees to comply with public records laws specifically to:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. 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 the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public

records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IN WITNESS WHEREOF, the parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below.

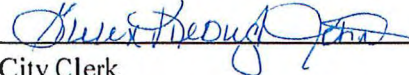
CITY OF MOUNT DORA



Nick Girone, Mayor

Date: October 5, 2017

Attest:



City Clerk

Approved as to form & legality.



City Attorney
By: Jennifer Cockcroft

VENDOR:

Signature

Printed Name

Title:

Date:

[Handwritten Signature]

DONNA HAMILTON

VICE PRESIDENT

OCT 30, 2017

STATE OF FLORIDA

COUNTY OF

Orange

The foregoing instrument was acknowledged before me on this 30 day of October, 2017, by Donna Hamilton as Vice President of The Bancorp Bank D/B/A Mears. He/she is personally known to me, or has produced his/her driver's license, or his/her nil as identification, and did/did not take an oath.

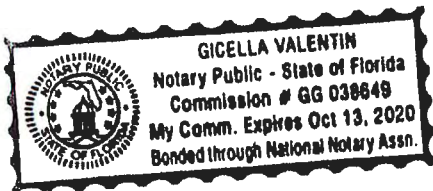
Seal:

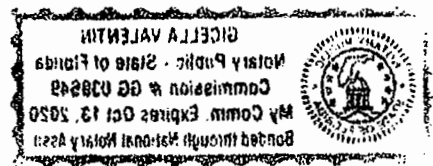
[Handwritten Signature]

Notary Public, State of Florida

My Commission expires: 10/13/2020

Personal
Known





ATTACHMENT A
CITY OF ORLANDO AGREEMENT

CONTRACT AND ACCEPTANCE FORM FOR SOLICITATION NO. IFB16-0212:

Upon execution of this contract below by the City of Orlando ("City"), the undersigned hereby agrees to provide all goods and services set forth in its bid in response to the above referenced solicitation ("Solicitation") in accordance with, and subject to, all terms, conditions, and provisions of the Solicitation at the prices set forth in the undersigned's bid for the items and work awarded to it by the City. This Contract and Acceptance Form together with the (i) Solicitation, including all addenda, and (ii) the undersigned's bid in response to the Solicitation, including all schedules and forms submitted with the bid, all of which are hereby incorporated herein by this reference, shall constitute the formal written contract between the City and the undersigned.

Larry C. Sanborn
SIGNATURE

State of Florida
County of Orange

Larry Sanborn, Sr. Account Executive
NAME & TITLE, TYPED OR PRINTED

Sworn to (or affirmed) and subscribed before me
this 20th day of March, 2016, by

Mears Motor Leasing
NAME OF BUSINESS

[Signature]
Signature of Notary

3905 El Rey Rd.
MAILING ADDRESS

Notary Public, State of Florida

Orlando, FL 32808
CITY, STATE, ZIP CODE

Personally Known (circle if applicable) **RATIE CARLSON**
-OR- MY COMMISSION #FF040820
EXPIRES July 30, 2017
Produced Identification: (407) 388-0183 FloridaNotaryService.com

PHONE: (407) 253-4505

Produced Identification: _____

FAX: (302) 791-5705

Type of Identification: _____

E-MAIL: lsanborn@thebancorp.com

FOR USE BY THE CITY OF ORLANDO ONLY

This contract is awarded to the party listed above as a: Primary Supplier: X Secondary Supplier: _____

This contract is for: All Item Numbers: N/A or Item Numbers: 1, 3, 4, 5 & 8

INITIAL CONTRACT TERM: 5/26/16 to 5/25/19

ACCEPTANCE:

CITY OF ORLANDO, FLORIDA

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

By: [Signature]
Chief Procurement Officer

[Signature]
Assistant City Attorney
ORLANDO, FLORIDA

DAVID BILLINGSLEY, CPSM, C.P.M.

Date: May 20, 2016

Date: May 20, 2016

Procurement and Contracts Division

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ATTACHMENT B
CITY OF MOUNT DORA PRICING SCHEDULE

Vehicles to be Leased

Quantity	Year	Model	Unit Price	Total
4	2018	(U) Ford Explorer (Police Admin)	\$36,524	\$146,096
2	2018	(M) Utility Police Interceptors (K9s)	\$42,799	\$85,598
1	2018	(M) Ford F-150 Super Cab Pickups (CEO)	\$28,554	\$28,554
1	2018	(M) Ford Crew Cab Pickup (Community Relations)	\$37,415	\$37,415
1	2018	(U) Ford Crew Cab Pickup (SOU)	\$34,759	\$34,759
8	2018	(M) Utility Police Interceptors	\$40,588	\$324,704
4	2018	(M) Utility Police Interceptors (Supervisors)	\$39,240	\$156,960
1	2018	(M) Utility Police Interceptor (Community Relations)	\$38,158	\$38,158
1	2018	(M) Ford F-150 Super Cab Pickups (ACO)	\$39,177	\$39,177
2	2018	(M) Ford Explorer (FD Admin)	\$36,524	\$73,048
1	2018	(M) Ford Escape	\$34,000	\$34,000
Total 26		(M) Marked (U) Unmarked		Total \$998,469

EXHIBIT #2

**BANCORP MUNICIPAL
LEASE AGREEMENT**



**MASTER LEASE AGREEMENT
MUNICIPAL**

The Bancorp Bank ("Lessor") with offices at _____ and the undersigned

_____, ("Lessee")
with offices at _____ hereby agree as follows:

1. **Use of Lease.** Lessee may finance Lessee's acquisition of vehicles (with all accessories, individually a "vehicle" and collectively "vehicles") under this lease. When Lessee wishes a vehicle to be covered hereby, Lessee will advise Lessor and upon agreement as to the terms the vehicle will be ordered and delivered in accordance with Lessor's usual procedures. Lessee will accept a vehicle on delivery. After delivery Lessor will deliver to Lessee a Schedule A reflecting the agreed terms, which Lessee will sign promptly and return to Lessor.
2. **Lease Intended for Security.** This lease is a "lease intended for security". Accordingly, Lessee grants Lessor a security interest in each vehicle, which will secure Lessee's obligations to Lessor hereunder and under any other agreement in favor of Lessor. Lessee shall insure that Lessee has vehicle ownership and that Lessor's lien is the sole lien against a vehicle, other than the lien for property and similar taxes not yet due. As between the parties, Lessee takes the vehicles, AS-IS AND WITH ALL FAULTS. Lessee acknowledges that Lessee's obligations hereunder will not be released or otherwise affected if Lessee has any problems with any vehicle or for any other reason.
3. **Payments.** Pro rata lease payment on the basis of a 30-day month for the period from delivery to the first day of the succeeding month if delivery is between the first (1st) and eighteenth (18th) of a month will be due on delivery with the initial lease payment due on the tenth (10th) of the month after delivery. If delivery occurs after the eighteenth (18th) of a month such a pro rata payment and the initial lease payment will be due on delivery with the second lease payment due on the (10th) of the second month after delivery. Subsequent lease payments will be due on the (10th) of each succeeding month up to and including the month during which the term expires for the vehicle, Lessee surrenders the vehicle to Lessor pursuant to the Termination Settlement paragraph or the Settlement Value thereof becomes due in accordance with the Loss or Destruction or Remedies paragraph, whether or not Lessor has rendered an invoice for any such payment. Any other amounts due hereunder will be payable upon demand. Upon payment of all amounts due under this lease as to a vehicle and the curing of any then defaults, Lessor will release Lessor's lien in the vehicle. Lessee will pay a late charge of \$25 if any amount is not paid within 10 days of the due date and interest at 1.5% per month from the due date until paid on all amounts past due.
4. **Tax Consideration.** This lease is intended to provide Lessor (or its consolidating entity) (a) tax free interest as provided by the Internal Revenue Code of 1986, as amended ("the Code") without any loss of deductibility of carrying costs and (b) similar tax exempt and deductibility treatment to the extent so provided under the laws of the State of Florida, (the "State").
5. **Left blank intentionally.**
6. **Non-Appropriation.** If no funds or insufficient funds are appropriated in any fiscal year for lease amounts due as to any vehicle and under law Lessee has a right to terminate this lease as to the related vehicle because of such non-appropriation, Lessee shall immediately notify Lessor of such occurrence, and this lease shall terminate as to such vehicle on the last day of the fiscal period for which appropriations were received, without penalty or expense to Lessee except as to related amounts herein for which funds shall have been appropriated and budgeted or are otherwise available and past due amounts and damages because of Lessee's default hereunder. Upon such termination, Lessee shall peaceably surrender possession of the vehicle to Lessor at a location contemplated in the Termination Settlement paragraph. Lessor shall have all legal and equitable rights and remedies to take possession of the vehicle. Lessee agrees (a) that it will not cancel this lease if any funds are appropriated to it, or by it, for the acquisition, retention, or operation of another vehicle performing functions similar to the vehicle for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter and (b) that Lessee shall not give priority in the application of funds to any other functionally similar property.
7. **Titling; Registration.** Except as Lessor may title or register a vehicle, each vehicle will be titled and/or registered by Lessee as Lessor's agent and attorney-in-fact with full power and authority to register (but without power to affect title to) the vehicle in such manner and in such jurisdiction or jurisdictions as Lessor directs. Lessee will promptly notify Lessor of any necessary or advisable re-titling and/or re-registration of a vehicle in a jurisdiction other than the one in which such vehicle is then titled and/or registered. Lessee will use reasonable efforts to cause any and all documents of title will be furnished or caused to be furnished Lessor by Lessee within sixty (60) days of the date any titling or registering or re-titling or re-registering, as appropriate, is directed by Lessor.
8. **Other Duties Regarding Vehicles.** Lessee will file all returns and pay all taxes related to each vehicle or this lease. Lessee will use a vehicle in accordance with all laws and manufacturer's and insurance company instructions. Each vehicle will be permanently garaged, and not removed from that state for more than thirty (30) days or the United States, at the vehicle location set forth in the applicable Schedule A, unless Lessor consents to Lessee's movement of the vehicle. Lessee will maintain each

vehicle in good condition and repair, pay all costs of operation and not make any detrimental additions or modifications. Lessee will allow Lessor to inspect any vehicle and Lessee's related records upon reasonable prior notice.

9. **Assignment.** Lessee will not sell, transfer, lend, lease or grant a further lien in any vehicle. Lessor may assign Lessor's rights hereunder, and if Lessee receives notice of an assignment, Lessee will pay any assigned amounts as directed in the notice. **ANY ASSIGNEE'S RIGHTS WILL BE FREE OF ANY CLAIMS LESSEE MAY HAVE AGAINST LESSOR.**
10. **Loss or Destruction.** Lessee will notify Lessor of any significant damage to or the loss or destruction of vehicle. If Lessor determines the vehicle is repairable or may be replaced, Lessee will promptly repair or replace the vehicle. Otherwise Lessee will pay Lessor the sum (the "Settlement Value") of (a) all amounts then owed by Lessee to Lessor, (b) the then undepreciated balance of the original value of the vehicle set forth in the Schedule A calculated in accordance with the rules for level yield calculations in Financial Accounting Standards Board's Standard No. 13 utilizing the original value, term, rent (excluding taxes) and expiration depreciated value set forth in the Schedule A and (c) the remaining portion of the sum of two (2) such rent payments amortized on a straight line basis over the lease term considering only full months elapsed. Upon such payment, Lessee's payment obligations as to the vehicle will be satisfied.
11. **Insurance; Indemnity.** Lessee will maintain all risks casualty insurance on the Vehicles. If requested, Lessee shall also provide liability insurance of at least \$500,000 single limit. The insurance must be primary, list Lessor as loss payee and, if relevant, an additional insured, provide Lessor at least 10 days' notice of change or cancellation and be issued by an insurance company acceptable to Lessor. Lessee will provide Lessor such evidence of this coverage as Lessor may request. Lessee also agrees to indemnify, defend and hold Lessor harmless against all claims, suits, losses, damages and expenses, including attorney's fees and court costs, incurred by or asserted against Lessor arising out of the Vehicles or this lease. This indemnity includes strict and vicarious liability.
12. **Termination Settlement.** If the term of the lease exceeds twelve (12) months, at any time after twelve (12) months from delivery of a vehicle Lessee, upon not less than ten (10) days prior notice to Lessor and provided the lease is not in default, may surrender the vehicle to Lessor at Lessor's office address shown above or at a location mutually agreed upon by the parties for sale by Lessor as more fully set forth above. Lessee will so surrender the vehicle at such location for such sale at lease expiration. Following such surrender Lessor will sell the vehicle through Lessor's standard wholesale sales procedure for the highest bona fide bid received and open at time of sale, provided that Lessor may choose alternatively to retain the vehicle. Lessor may move the vehicle from the location where surrendered to any other location, including to Lessor's office location shown above where the vehicle is returned to another location, Lessor deems advisable and/or clean and repair the vehicle in connection with such sale in Lessor's sole discretion. If the amount received by Lessor on account of such sale or the highest bona fide bid received and open at time of crediting where the vehicle is retained, as appropriate, net in either instance of a handling charge of \$150.00 and Lessor's cost of sale, including sales commissions and costs of cleaning, repairing or transporting the vehicle, is greater than the vehicle's then Settlement Value, Lessee will have no settlement obligation to Lessor as to the vehicle and the excess will be returned to Lessee after application to any amounts then owed by Lessee to Lessor; if less, Lessee will pay Lessor the difference. Alternatively, if the lease is not in default, Lessee may pay the Settlement Value and retain the vehicle free of Lessor's lien.
13. **Default.** If (a) Lessee fails to make any payment due hereunder within 10 days of the due date, (b) Lessee breaches any of its other obligations hereunder or under any other agreement under which Lessee has obligations to Lessor, (c) any warranty or representation made by Lessee to Lessor is materially incorrect or misleading when made, (d) there is a cessation of Lessee's governmental functions, or (e) insolvency proceedings are instituted by or against Lessee, this lease will be in default.
14. **Remedies.** If a default occurs, Lessor may (a) declare the Settlement Value due as to any or all vehicles, (b) exercise all rights of a secured creditor under the Uniform Commercial Code, (c) perform any obligation Lessee has failed to perform, in which case Lessee will reimburse Lessor's related costs and expenses, and (d) exercise any other rights available to Lessor under law or equity. Lessee will pay Lessor all costs and expenses, including repossession and court costs and attorneys' fees, Lessor expends in enforcing its rights. All remedies are cumulative and may be exercised separately or together from time to time. No waiver by Lessor of any default or remedy will be binding unless acknowledged by Lessor in writing.
15. **Lessee's Representations.** Lessee represents that this lease has been duly authorized, executed and delivered by Lessee and constitutes Lessee's valid and binding obligation enforceable in accordance with its terms. Lessee also represents that this lease does not violate Lessee's charter documents, any agreement by which Lessee is bound or any law or obligation binding on Lessee and that Lessor's lien rights are governed by the Uniform Commercial Code.
16. **Notices.** Any notices relating to this lease must be in writing and will be effective when deposited in the United States Mail with proper first class postage paid, addressed to the appropriate party at the respective address indicated above or at such other address of which the party has provided the other notice as contemplated in this paragraph.
17. **General Provisions.** Any security deposit set forth in a Schedule A will be held by Lessor without interest and may be applied by Lessor to any of Lessee's past due obligations hereunder. Any balance remaining will be returned to Lessee upon payment of all amounts due under this lease as to the relevant vehicle and the curing of any then defaults. Lessee will provide Lessor any further documents and information Lessor may request in connection with this lease. This lease binds the parties and their successors and assigns and constitutes the entire agreement between the parties respecting the vehicles. Any amendment must be in writing signed by the party to be bound. Any unenforceable provision shall be deemed deleted without affecting the remainder of the lease. This lease will be governed by Florida law. Paragraph headings are for convenience only. Time is of the essence of this lease. **The parties waive any right to a jury trial in any related action. Any waiver must be in writing.**

18. Bank-Qualified Tax Designation. ☐ Initial box if this paragraph applies. Lessee certifies that Lessee and any subordinate entities does not expect to, and will not issue more than \$10,000,000 of obligations the interest on which is excludable from the gross income of the holder thereof for federal income tax purposes during any calendar year in which a vehicle is accepted under this lease. Lessee will designate the obligations undertaken pursuant to this lease with respect to all vehicles covered hereby as "qualified tax exempt obligations" within the meaning of §265 (b)(3)(D) of the Code. Lessee agrees to take all actions required of Lessee for Lessor to have, and not to take any action which would preclude Lessee from having, available such treatment, including, without limitation, filing of an IRS Form 8038-G. If Lessor (a) loses the right to claim, does not have or does not claim (based upon the advice of the Lessor's tax counsel) such exclusion of interest or deductibility or (b) if there is disallowed, deferred or recaptured, in whole or in part, any such tax free interest or deductibility for any reason (unless due solely to Lessor's failure to claim the tax free interest or deductibility on a timely basis in the absence of such advice) or (c) there is after the date hereof any change in federal, state, local or foreign tax law or tax rates which Lessor calculates has the direct effect of reducing Lessor's net after tax return respecting this lease (any of the foregoing constituting a "Loss"), then Lessee shall pay to Lessor, on demand, an after tax amount which after payment of all taxes, interest and penalties required to be paid by Lessor, restores Lessor to the same net after tax position Lessor would have enjoyed had such Loss not occurred. Upon Lessor's being notified by any tax authority of a potential Loss, Lessor will notify Lessee promptly thereof. Lessor agrees to exercise in good faith Lessor's best efforts, as determined in the sole discretion of Lessor's tax counsel to be reasonable for Lessor, to avoid Lessee's payment of such additional amounts; provided that Lessor has sole discretion as to proceeding beyond the level of an auditing agent; and Lessor shall not take any action unless Lessee shall indemnify Lessor in advance for all costs and expenses to be incurred, including accountants' and attorneys' fees.

By signing below, Lessor and Lessee agree the terms of this lease will govern Lessor's financing of Lessee's acquisition of the vehicles.

Dated: _____

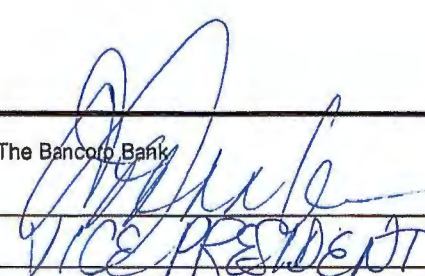
LESSEE		Signature _____	
ADDRESS		Title _____	
Signature 		Signature _____	
Title _____		Title _____	
Signature _____			
Title _____			
Signature _____			
Title _____			
		LESSOR The Bancorp Bank	
		Signature 	
		Title <u>VICE PRESIDENT</u>	

EXHIBIT #1

PIGGYBACK AGREEMENT FOR VEHICLE LEASING/MAINTENANCE SERVICES BETWEEN THE CITY OF MOUNT DORA AND THE BANCORP BANK D/B/A MEARS

(City of Orlando)

THIS AGREEMENT is made and entered into on ~~July~~ ^{September} 21, 2017 by the City of Mount Dora, a municipal corporation of the State of Florida, (hereinafter referred to as "CITY") and The Bancorp Bank D/B/A/ Mears, a Foreign Profit Corporation (hereinafter "VENDOR").

WHEREAS, the City of Orlando has previously entered into a contract with VENDOR to provide fleet leasing services on May 26, 2016 (attached as Attachment A hereto); and

WHEREAS, the City of Mount Dora wishes to enter into a like contract with VENDOR under the same terms and applicable conditions as that prior agreement entered into by the City of Orlando to provide on-going fleet leasing and vehicle maintenance activities, and other related tasks as may be assigned by the City; and

WHEREAS, Chapter 287, Florida Statutes, grant the authority to piggyback the purchase of goods and services as a form inter-governmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, the City of Mount Dora has determined that in this circumstance, piggybacking onto a contract entered into by the City of Orlando is the most economically advantageous way to procure these goods and services;

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

1. TERM:

The current government contract is currently in force with an initial expiration date of May 5, 2019.

2. GENERAL PROVISIONS:

All other terms and conditions of the contract and any amendments thereto entered into between the City of Orlando and VENDOR referenced above will be applicable to this agreement unless specified herein and as further specified in Attachment B "City of Mount Dora Pricing Schedule".

Unless specifically excluded in this document, all “standard contractual terms and conditions” as provided on the City’s website apply to this Agreement. These terms and conditions can be found at: <http://ci.mount-dora.fl.us/DocumentCenter/View/3564> .

3. NOTICES:

All notices and demands shall be sent U.S. Certified Mail, return receipt to:

VENDOR:

Karrie-Linn Velms
Assistant Vice President
The Bancorp Bank D/B/A Mears
3755 Park Lake Street
Orlando, FL 32803

CITY:

Dave Scott
Administrative Services Bureau Commander
City of Mount Dora
1300 North Donnelly Street
Mount Dora, FL 32757

4. PUBLIC RECORDS:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**CITY CLERK: MS. GWEN JOHNS, MMC
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
PHONE: (352) 735-7126, FAX: (352) 383-4801
JOHNSG@CITYOFMOUNTDORA.COM**

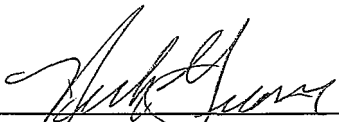
VENDOR agrees to comply with public records laws specifically to:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. 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 the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public

records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IN WITNESS WHEREOF, the parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below.

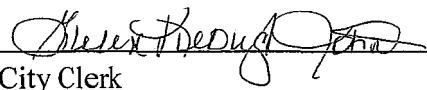
CITY OF MOUNT DORA



Nick Girone, Mayor

Date: October 5, 2017

Attest:



City Clerk

Approved as to form & legality.



City Attorney
By: Jennifer Cockcroft

VENDOR:

Signature

Printed Name

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 2017,
by _____ as _____ of The Bancorp Bank D/B/A Mears. He/she is personally
known to me, or has produced his/her driver's license, or his/her _____ as
identification, and did/did not take an oath.

Seal:

Notary Public, State of Florida

My Commission expires: _____

ATTACHMENT A
CITY OF ORLANDO AGREEMENT

CONTRACT AND ACCEPTANCE FORM FOR SOLICITATION NO. IFB16-0212:

Upon execution of this contract below by the City of Orlando ("City"), the undersigned hereby agrees to provide all goods and services set forth in its bid in response to the above referenced solicitation ("Solicitation") in accordance with, and subject to, all terms, conditions, and provisions of the Solicitation at the prices set forth in the undersigned's bid for the items and work awarded to it by the City. This Contract and Acceptance Form together with the (i) Solicitation, including all addenda, and (ii) the undersigned's bid in response to the Solicitation, including all schedules and forms submitted with the bid, all of which are hereby incorporated herein by this reference, shall constitute the formal written contract between the City and the undersigned.

Larry C. Sanborn
SIGNATURE

Larry Sanborn, Sr. Account Executive
NAME & TITLE, TYPED OR PRINTED

Mears Motor Leasing
NAME OF BUSINESS

3905 El Rey Rd.
MAILING ADDRESS

Orlando, FL 32808
CITY, STATE, ZIP CODE

PHONE: (407) 253-4505

FAX: (302) 791-5705

E-MAIL: lsanborn@thebancorp.com

State of Florida
County of Orange

Sworn to (or affirmed) and subscribed before me
this 30th day of March, 20 16, by

Katie Carlson
Signature of Notary

Notary Public, State of Florida

Personally Known (circle if applicable) **KATIE CARLSON**
MY COMMISSION #FF040820
EXPIRES July 30, 2017
FloridaNotaryService.com
(407) 388-0183

-OR-
Produced Identification:

Type of Identification:

FOR USE BY THE CITY OF ORLANDO ONLY

This contract is awarded to the party listed above as a: Primary Supplier: X Secondary Supplier: _____

This contract is for: All Item Numbers: N/A or Item Numbers: 1,3,4,5 & 8

INITIAL CONTRACT TERM: 5/26/16 to 5/25/19

ACCEPTANCE:

CITY OF ORLANDO, FLORIDA

By: [Signature]
Chief Procurement Officer

DAVID BILLINGSLEY, CPSM, C.P.M.

Date: May 20, 2016

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

[Signature]
Assistant City Attorney
ORLANDO, FLORIDA

Date: May 20, 2016

Procurement and Contracts Division

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ATTACHMENT B
CITY OF MOUNT DORA PRICING SCHEDULE

Vehicles to be Leased

Quantity	Year	Model	Unit Price	Total
4	2018	(U) Ford Explorer (Police Admin)	\$36,524	\$146,096
2	2018	(M) Utility Police Interceptors (K9s)	\$42,799	\$85,598
1	2018	(M) Ford F-150 Super Cab Pickups (CEO)	\$28,554	\$28,554
1	2018	(M) Ford Crew Cab Pickup (Community Relations)	\$37,415	\$37,415
1	2018	(U) Ford Crew Cab Pickup (SOU)	\$34,759	\$34,759
8	2018	(M) Utility Police Interceptors	\$40,588	\$324,704
4	2018	(M) Utility Police Interceptors (Supervisors)	\$39,240	\$156,960
1	2018	(M) Utility Police Interceptor (Community Relations)	\$38,158	\$38,158
1	2018	(M) Ford F-150 Super Cab Pickups (ACO)	\$39,177	\$39,177
2	2018	(M) Ford Explorer (FD Admin)	\$36,524	\$73,048
1	2018	(M) Ford Escape	\$34,000	\$34,000
Total		(M) Marked		Total
26		(U) Unmarked		\$998,469

EXHIBIT #2

**BANCORP MUNICIPAL
LEASE AGREEMENT**



**MASTER LEASE AGREEMENT
MUNICIPAL**

The Bancorp Bank ("Lessor") with offices at _____ and the undersigned

_____, ("Lessee")
with offices at _____ hereby agree as follows:

1. **Use of Lease.** Lessee may finance Lessee's acquisition of vehicles (with all accessories, individually a "vehicle" and collectively "vehicles") under this lease. When Lessee wishes a vehicle to be covered hereby, Lessee will advise Lessor and upon agreement as to the terms the vehicle will be ordered and delivered in accordance with Lessor's usual procedures. Lessee will accept a vehicle on delivery. After delivery Lessor will deliver to Lessee a Schedule A reflecting the agreed terms, which Lessee will sign promptly and return to Lessor.
2. **Lease Intended for Security.** This lease is a "lease intended for security". Accordingly, Lessee grants Lessor a security interest in each vehicle, which will secure Lessee's obligations to Lessor hereunder and under any other agreement in favor of Lessor. Lessee shall insure that Lessee has vehicle ownership and that Lessor's lien is the sole lien against a vehicle, other than the lien for property and similar taxes not yet due. As between the parties, Lessee takes the vehicles, AS-IS AND WITH ALL FAULTS. Lessee acknowledges that Lessee's obligations hereunder will not be released or otherwise affected if Lessee has any problems with any vehicle or for any other reason.
3. **Payments.** Pro rata lease payment on the basis of a 30-day month for the period from delivery to the first day of the succeeding month if delivery is between the first (1st) and eighteenth (18th) of a month will be due on delivery with the initial lease payment due on the tenth (10th) of the month after delivery. If delivery occurs after the eighteenth (18th) of a month such a pro rata payment and the initial lease payment will be due on delivery with the second lease payment due on the (10th) of the second month after delivery. Subsequent lease payments will be due on the (10th) of each succeeding month up to and including the month during which the term expires for the vehicle, Lessee surrenders the vehicle to Lessor pursuant to the Termination Settlement paragraph or the Settlement Value thereof becomes due in accordance with the Loss or Destruction or Remedies paragraph, whether or not Lessor has rendered an invoice for any such payment. Any other amounts due hereunder will be payable upon demand. Upon payment of all amounts due under this lease as to a vehicle and the curing of any then defaults, Lessor will release Lessor's lien in the vehicle. Lessee will pay a late charge of \$25 if any amount is not paid within 10 days of the due date and interest at 1.5% per month from the due date until paid on all amounts past due.
4. **Tax Consideration.** This lease is intended to provide Lessor (or its consolidating entity) (a) tax free interest as provided by the Internal Revenue Code of 1986, as amended ("the Code") without any loss of deductibility of carrying costs and (b) similar tax exempt and deductibility treatment to the extent so provided under the laws of the State of Florida, (the "State").
5. **Left blank intentionally.**
6. **Non-Appropriation.** If no funds or insufficient funds are appropriated in any fiscal year for lease amounts due as to any vehicle and under law Lessee has a right to terminate this lease as to the related vehicle because of such non-appropriation, Lessee shall immediately notify Lessor of such occurrence, and this lease shall terminate as to such vehicle on the last day of the fiscal period for which appropriations were received, without penalty or expense to Lessee except as to related amounts herein for which funds shall have been appropriated and budgeted or are otherwise available and past due amounts and damages because of Lessee's default hereunder. Upon such termination, Lessee shall peaceably surrender possession of the vehicle to Lessor at a location contemplated in the Termination Settlement paragraph. Lessor shall have all legal and equitable rights and remedies to take possession of the vehicle. Lessee agrees (a) that it will not cancel this lease if any funds are appropriated to it, or by it, for the acquisition, retention, or operation of another vehicle performing functions similar to the vehicle for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter and (b) that Lessee shall not give priority in the application of funds to any other functionally similar property.
7. **Titling; Registration.** Except as Lessor may title or register a vehicle, each vehicle will be titled and/or registered by Lessee as Lessor's agent and attorney-in-fact with full power and authority to register (but without power to affect title to) the vehicle in such manner and in such jurisdiction or jurisdictions as Lessor directs. Lessee will promptly notify Lessor of any necessary or advisable re-titling and/or re-registration of a vehicle in a jurisdiction other than the one in which such vehicle is then titled and/or registered. Lessee will use reasonable efforts to cause any and all documents of title will be furnished or caused to be furnished Lessor by Lessee within sixty (60) days of the date any titling or registering or re-titling or re-registering, as appropriate, is directed by Lessor.
8. **Other Duties Regarding Vehicles.** Lessee will file all returns and pay all taxes related to each vehicle or this lease. Lessee will use a vehicle in accordance with all laws and manufacturer's and insurance company instructions. Each vehicle will be permanently garaged, and not removed from that state for more than thirty (30) days or the United States, at the vehicle location set forth in the applicable Schedule A, unless Lessor consents to Lessee's movement of the vehicle. Lessee will maintain each

vehicle in good condition and repair, pay all costs of operation and not make any detrimental additions or modifications. Lessee will allow Lessor to inspect any vehicle and Lessee's related records upon reasonable prior notice.

9. **Assignment.** Lessee will not sell, transfer, lend, lease or grant a further lien in any vehicle. Lessor may assign Lessor's rights hereunder, and if Lessee receives notice of an assignment, Lessee will pay any assigned amounts as directed in the notice. **ANY ASSIGNEE'S RIGHTS WILL BE FREE OF ANY CLAIMS LESSEE MAY HAVE AGAINST LESSOR.**
10. **Loss or Destruction.** Lessee will notify Lessor of any significant damage to or the loss or destruction of vehicle. If Lessor determines the vehicle is repairable or may be replaced, Lessee will promptly repair or replace the vehicle. Otherwise Lessee will pay Lessor the sum (the "Settlement Value") of (a) all amounts then owed by Lessee to Lessor, (b) the then undepreciated balance of the original value of the vehicle set forth in the Schedule A calculated in accordance with the rules for level yield calculations in Financial Accounting Standards Board's Standard No. 13 utilizing the original value, term, rent (excluding taxes) and expiration depreciated value set forth in the Schedule A and (c) the remaining portion of the sum of two (2) such rent payments amortized on a straight line basis over the lease term considering only full months elapsed. Upon such payment, Lessee's payment obligations as to the vehicle will be satisfied.
11. **Insurance; Indemnity.** Lessee will maintain all risks casualty insurance on the Vehicles. If requested, Lessee shall also provide liability insurance of at least \$500,000 single limit. The insurance must be primary, list Lessor as loss payee and, if relevant, an additional insured, provide Lessor at least 10 days' notice of change or cancellation and be issued by an insurance company acceptable to Lessor. Lessee will provide Lessor such evidence of this coverage as Lessor may request. Lessee also agrees to indemnify, defend and hold Lessor harmless against all claims, suits, losses, damages and expenses, including attorney's fees and court costs, incurred by or asserted against Lessor arising out of the Vehicles or this lease. This indemnity includes strict and vicarious liability.
12. **Termination Settlement.** If the term of the lease exceeds twelve (12) months, at any time after twelve (12) months from delivery of a vehicle Lessee, upon not less than ten (10) days prior notice to Lessor and provided the lease is not in default, may surrender the vehicle to Lessor at Lessor's office address shown above or at a location mutually agreed upon by the parties for sale by Lessor as more fully set forth above. Lessee will so surrender the vehicle at such location for such sale at lease expiration. Following such surrender Lessor will sell the vehicle through Lessor's standard wholesale sales procedure for the highest bona fide bid received and open at time of sale, provided that Lessor may choose alternatively to retain the vehicle. Lessor may move the vehicle from the location where surrendered to any other location, including to Lessor's office location shown above where the vehicle is returned to another location, Lessor deems advisable and/or clean and repair the vehicle in connection with such sale in Lessor's sole discretion. If the amount received by Lessor on account of such sale or the highest bona fide bid received and open at time of crediting where the vehicle is retained, as appropriate, net in either instance of a handling charge of \$150.00 and Lessor's cost of sale, including sales commissions and costs of cleaning, repairing or transporting the vehicle, is greater than the vehicle's then Settlement Value, Lessee will have no settlement obligation to Lessor as to the vehicle and the excess will be returned to Lessee after application to any amounts then owed by Lessee to Lessor; if less, Lessee will pay Lessor the difference. Alternatively, if the lease is not in default, Lessee may pay the Settlement Value and retain the vehicle free of Lessor's lien.
13. **Default.** If (a) Lessee fails to make any payment due hereunder within 10 days of the due date, (b) Lessee breaches any of its other obligations hereunder or under any other agreement under which Lessee has obligations to Lessor, (c) any warranty or representation made by Lessee to Lessor is materially incorrect or misleading when made, (d) there is a cessation of Lessee's governmental functions, or (e) insolvency proceedings are instituted by or against Lessee, this lease will be in default.
14. **Remedies.** If a default occurs, Lessor may (a) declare the Settlement Value due as to any or all vehicles, (b) exercise all rights of a secured creditor under the Uniform Commercial Code, (c) perform any obligation Lessee has failed to perform, in which case Lessee will reimburse Lessor's related costs and expenses, and (d) exercise any other rights available to Lessor under law or equity. Lessee will pay Lessor all costs and expenses, including repossession and court costs and attorneys' fees, Lessor expends in enforcing its rights. All remedies are cumulative and may be exercised separately or together from time to time. No waiver by Lessor of any default or remedy will be binding unless acknowledged by Lessor in writing.
15. **Lessee's Representations.** Lessee represents that this lease has been duly authorized, executed and delivered by Lessee and constitutes Lessee's valid and binding obligation enforceable in accordance with its terms. Lessee also represents that this lease does not violate Lessee's charter documents, any agreement by which Lessee is bound or any law or obligation binding on Lessee and that Lessor's lien rights are governed by the Uniform Commercial Code.
16. **Notices.** Any notices relating to this lease must be in writing and will be effective when deposited in the United States Mail with proper first class postage paid, addressed to the appropriate party at the respective address indicated above or at such other address of which the party has provided the other notice as contemplated in this paragraph.
17. **General Provisions.** Any security deposit set forth in a Schedule A will be held by Lessor without interest and may be applied by Lessor to any of Lessee's past due obligations hereunder. Any balance remaining will be returned to Lessee upon payment of all amounts due under this lease as to the relevant vehicle and the curing of any then defaults. Lessee will provide Lessor any further documents and information Lessor may request in connection with this lease. This lease binds the parties and their successors and assigns and constitutes the entire agreement between the parties respecting the vehicles. Any amendment must be in writing signed by the party to be bound. Any unenforceable provision shall be deemed deleted without affecting the remainder of the lease. This lease will be governed by Florida law. Paragraph headings are for convenience only. Time is of the essence of this lease. **The parties waive any right to a jury trial in any related action. Any waiver must be in writing.**

18. **Bank-Qualified Tax Designation.** ☐ Initial box if this paragraph applies. Lessee certifies that Lessee and any subordinate entities does not expect to, and will not issue more than \$10,000,000 of obligations the interest on which is excludable from the gross income of the holder thereof for federal income tax purposes during any calendar year in which a vehicle is accepted under this lease. Lessee will designate the obligations undertaken pursuant to this lease with respect to all vehicles covered hereby as "qualified tax exempt obligations" within the meaning of §265 (b)(3)(D) of the Code. Lessee agrees to take all actions required of Lessee for Lessor to have, and not to take any action which would preclude Lessee from having, available such treatment, including, without limitation, filing of an IRS Form 8038-G. If Lessor (a) loses the right to claim, does not have or does not claim (based upon the advice of the Lessor's tax counsel) such exclusion of interest or deductibility or (b) if there is disallowed, deferred or recaptured, in whole or in part, any such tax free interest or deductibility for any reason (unless due solely to Lessor's failure to claim the tax free interest or deductibility on a timely basis in the absence of such advice) or (c) there is after the date hereof any change in federal, state, local or foreign tax law or tax rates which Lessor calculates has the direct effect of reducing Lessor's net after tax return respecting this lease (any of the foregoing constituting a "Loss"), then Lessee shall pay to Lessor, on demand, an after tax amount which after payment of all taxes, interest and penalties required to be paid by Lessor, restores Lessor to the same net after tax position Lessor would have enjoyed had such Loss not occurred. Upon Lessor's being notified by any tax authority of a potential Loss, Lessor will notify Lessee promptly thereof. Lessor agrees to exercise in good faith Lessor's best efforts, as determined in the sole discretion of Lessor's tax counsel to be reasonable for Lessor, to avoid Lessee's payment of such additional amounts; provided that Lessor has sole discretion as to proceeding beyond the level of an auditing agent; and Lessor shall not take any action unless Lessee shall indemnify Lessor in advance for all costs and expenses to be incurred, including accountants' and attorneys' fees.

By signing below, Lessor and Lessee agree the terms of this lease will govern Lessor's financing of Lessee's acquisition of the vehicles.

Dated: _____

LESSEE	Signature _____
	Title _____
ADDRESS	Signature _____
	Title _____
Signature <u><i>Paul L. Moore</i></u>	
Title _____	
Signature _____	
Title _____	
Signature _____	LESSOR The Bancorp Bank
Title _____	Signature _____
Signature _____	Title _____
Title _____	



OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement dated 09/11/2017, between The Bancorp Bank (Lessor) and City of Mount Dora (Lessee).

Date 11/29/2018 Customer # 17161
Unit # _____

Year, Make & Model	VIN
2018 Ford Explorer - Chief's vehicle	1FM5K7D8XJGA58341

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
Gray	black	UPFITTING OF \$2934.00 FROM PSS	FL	

Term & Frequency	<u>5 Annual</u>	Security Deposit	<u>\$0.00</u>
Original Value	<u>\$33,256.00</u>	Down Payment	<u>\$0.00</u>
Base Payment	<u>\$7,632.13</u>	Termination Value	<u>\$1.00</u>
Sales / Use Tax	<u>0.00</u>	Estimated Initial Tax & Tags	<u>N/A</u>
Total Annual Payment	<u>\$7,632.13</u>		

Additional Terms and Conditions:

LESSEE City of Mount Dora	Signature _____
Signature <u>Robert R. Hayes</u>	Title _____
Title <u>City Manager</u>	Signature _____
Signature _____	Title _____
Title _____	
Signature _____	LESSOR The Bancorp Bank
Title _____	Signature _____
	Title _____



OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement dated 09/11/2017, between The Bancorp Bank (Lessor) and City of Mount Dora (Lessee).

Date 11/29/2018 Customer # 17161
Unit # _____

Year, Make & Model	VIN
(1) 2018 Ford Interceptor Utility AWD - Community Relations	1FM5K8AR7GA46439

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
white	black	UPFITTING OF \$8049.65 FROM PSS	FL	

Term & Frequency	<u>5 Annual</u>	Security Deposit	<u>\$0.00</u>
Original Value	<u>\$38,507.15</u>	Down Payment	<u>\$0.00</u>
Base Payment	<u>\$8,837.28</u>	Termination Value	<u>\$1.00</u>
Sales / Use Tax	<u>0.00</u>	Estimated Initial Tax & Tags	<u>N/A</u>
Total Annual Payment	<u>\$8,837.28</u>		

Additional Terms and Conditions:

LESSEE City of Mount Dora	Signature _____
Signature <u>Robin Hayes</u>	Title _____
Title <u>City Manager</u>	Signature _____
Signature _____	Title _____
Title _____	
Signature _____	LESSOR The Bancorp Bank
Title _____	Signature _____
	Title _____



OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement dated 09/11/2017, between The Bancorp Bank (Lessor) and City of Mount Dora (Lessee).

Date 11/29/2018 Customer # 17161
Unit # _____

Year, Make & Model	VIN
2018 Ford F150 Super Crew	1FTEW1C55JFB32896

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
white	black	UPFITTING OF \$5422.87FROM PSS	FL	

Term & Frequency	<u>5 Annual</u>	Security Deposit	<u>\$0.00</u>
Original Value	<u>\$38,231.87</u>	Down Payment	<u>\$0.00</u>
Base Payment	<u>\$8,774.11</u>	Termination Value	<u>\$1.00</u>
Sales / Use Tax	<u>0.00</u>	Estimated Initial Tax & Tags	<u>N/A</u>
Total Annual Payment	<u>\$8,774.11</u>		

Additional Terms and Conditions:

LESSEE City of Mount Dora	Signature _____
Signature <u>Robert R. Hayes</u>	Title _____
Title <u>City Manager</u>	Signature _____
Signature _____	Title _____
Title _____	
Signature _____	LESSOR The Bancorp Bank
Title _____	Signature _____
	Title _____



OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement dated 09/11/2017, between The Bancorp Bank (Lessor) and City of Mount Dora (Lessee).

Date 11/29/2018 Customer # 17161
Unit # _____

Year, Make & Model	VIN
(2) 2018 Ford Interceptor Utility AWD - K-9 updated	see VINS below

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
white	black	UPFITTING OF \$12772.05 FROM PSS	FL	

Term & Frequency	<u>5 Annual</u>	Security Deposit	<u>\$0.00</u>
Original Value	<u>\$43,443.05</u>	Down Payment	<u>\$0.00</u>
Base Payment	<u>\$9,970.19</u>	Termination Value	<u>\$1.00</u>
Sales / Use Tax	<u>0.00</u>	Estimated Initial Tax & Tags	<u>N/A</u>
Total Annual Payment	<u>\$9,970.19</u>		

Additional Terms and Conditions:

- 1FM5K8AR3GA46440
- 1FM5K8AR5GA46441

LESSEE City of Mount Dora	Signature _____
Signature 	Title _____
Title <u>City Manager</u>	Signature _____
Signature _____	Title _____
Title _____	
Signature _____	LESSOR The Bancorp Bank
Title _____	Signature _____
	Title _____



OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement dated 09/11/2017, between The Bancorp Bank (Lessor) and City of Mount Dora (Lessee).

Date 11/29/2018 Customer # 17161
Unit # _____

Year, Make & Model	VIN
2018 Ford F150 Animal control	1FTEX1CP7JKC97385

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
white	black	UPFITTING OF \$1630.00 FROM PSS	FL	

Term & Frequency	<u>5 Annual</u>	Security Deposit	<u>\$0.00</u>
Original Value	<u>\$38,971.85</u>	Down Payment	<u>\$0.00</u>
Base Payment	<u>\$8,943.93</u>	Termination Value	<u>\$1.00</u>
Sales / Use Tax	<u>0.00</u>	Estimated Initial Tax & Tags	<u>N/A</u>
Total Annual Payment	<u>\$8,943.93</u>		

Additional Terms and Conditions:

LESSEE City of Mount Dora	Signature _____
Signature <u>Robert R. Hayes</u>	Title _____
Title <u>City Manager</u>	Signature _____
Signature _____	Title _____
Title _____	
Signature _____	LESSOR The Bancorp Bank
Title _____	Signature _____
	Title _____



OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement dated 09/11/2017, between The Bancorp Bank (Lessor) and City of Mount Dora (Lessee).

Date 11/29/2018 Customer # 17161
Unit # _____

Year, Make & Model	VIN
(3) 2018 Ford Explorer -Admin Vehicle	see below VINs

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
gray	black	UPFITTING OF \$3558.30 FROM PSS	FL	

Term & Frequency	<u>5 Annual</u>	Security Deposit	<u>\$0.00</u>
Original Value	<u>\$33,880.30</u>	Down Payment	<u>\$0.00</u>
Base Payment	<u>\$7,775.41</u>	Termination Value	<u>\$1.00</u>
Sales / Use Tax	<u>0.00</u>	Estimated Initial Tax & Tags	<u>N/A</u>
Total Annual Payment	<u>\$7,775.41</u>		

Additional Terms and Conditions:

- 1FM5K7D85JGA58344 -
- 1FM5K7D81JGA58342 -
- 1FM5K7D83JGA58343

LESSEE City of Mount Dora	Signature _____
Signature <u>Robert R. Hayes</u>	Title _____
Title <u>City Manager</u>	Signature _____
Signature _____	Title _____
Title _____	
Signature _____	LESSOR The Bancorp Bank
Title _____	Signature _____
	Title _____



OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement dated 09/11/2017, between The Bancorp Bank (Lessor) and City of Mount Dora (Lessee).

Date 11/29/2018 Customer # 17161
Unit # _____

Year, Make & Model	VIN
2018 Ford F150 Supercab - Code compliance	1FTEX1CB5JFB32898

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
white	black	UPFITTING OF \$4165.05 FROM PSS	FL	

Term & Frequency	<u>5 Annual</u>	Security Deposit	<u>\$0.00</u>
Original Value	<u>\$30,139.05</u>	Down Payment	<u>\$0.00</u>
Base Payment	<u>\$6,916.15</u>	Termination Value	<u>\$1.00</u>
Sales / Use Tax	<u>0.00</u>	Estimated Initial Tax & Tags	<u>N/A</u>
Total Annual Payment	<u>\$6,916.15</u>		

Additional Terms and Conditions:

LESSEE City of Mount Dora	Signature _____
Signature <u>Robin K. Hayes</u>	Title _____
Title <u>City Manager</u>	Signature _____
Signature _____	Title _____
Title _____	
Signature _____	LESSOR The Bancorp Bank
Title _____	Signature _____
	Title _____



OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement dated 09/11/2017, between The Bancorp Bank (Lessor) and City of Mount Dora (Lessee).

Date 11/29/2018 Customer # 17161
Unit # _____

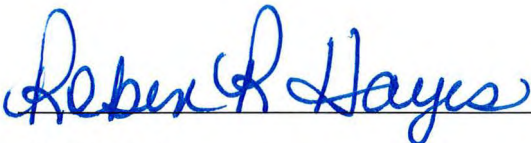
Year, Make & Model	VIN
(4) 2018 Ford Interceptor Utility AWD - -Supervisors vehicles	see below vins

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
white	black	UPFITTING OF \$8931.40 FROM PSS	FL	

Term & Frequency	<u>5 Annual</u>	Security Deposit	<u>\$0.00</u>
Original Value	<u>\$39,388.90</u>	Down Payment	<u>\$0.00</u>
Base Payment	<u>\$9,039.64</u>	Termination Value	<u>\$1.00</u>
Sales / Use Tax	<u>0.00</u>	Estimated Initial Tax & Tags	<u>N/A</u>
Total Annual Payment	<u>\$9,039.64</u>		

Additional Terms and Conditions:

- 1FM5K8AR6JGA46433
- 1FM5K8AR1JGA46436
- 1FM5K8AR3JGA46437
- 1FM5K8AR5JGA46438

LESSEE City of Mount Dora		Signature _____	
Signature <u></u>		Title _____	
Title <u>City Manager</u>		Signature _____	
Signature _____		Title _____	
Title _____		LESSOR The Bancorp Bank	
Signature _____		Signature _____	
Title _____		Title _____	



OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement dated 09/11/2017, between The Bancorp Bank (Lessor) and

City of Mount Dora (Lessee).

Date 11/29/2018 Customer # 17161
Unit # _____

Year, Make & Model	VIN
(8) 2018 Ford Interceptor Utility AWD - Marked Units	see VINS below

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
white	black	UPFITTING OF \$15088.56 FROM PSS/watchguard	FL	

Term & Frequency	<u>5 Annual</u>	Security Deposit	<u>\$0.00</u>
Original Value	<u>\$42,513.75</u>	Down Payment	<u>\$0.00</u>
Base Payment	<u>\$9,756.80</u>	Termination Value	<u>\$1.00</u>
Sales / Use Tax	<u>0.00</u>	Estimated Initial Tax & Tags	<u>N/A</u>
Total Annual Payment	<u>\$9,756.80</u>		

Additional Terms and Conditions:

- 1FM5K8AR0GA46427
 - 1FM5K8AR2GA46428
 - 1FM5K8AR4GA46429
 - 1FM5K8AR0GA46430
 - 1FM5K8AR2GA46431
 - 1FM5K8AR4GA46432
 - 1FM5K8AR8GA46434
 - 1FM5K8ARXGA46435
- THERE WERE 13 OWNED VEHICLES MOUNT DORA SOLD FOR \$23,300.00
THE CAP COST REFLECTS A CREDIT PER VEHICLE OF TRADE IN VALUE OF \$2912.50

LESSEE City of Mount Dora Signature <u>Robert R. Hayes</u> Title <u>City Manager</u> Signature _____ Title _____ Signature _____ Title _____		Signature _____ Title _____ Signature _____ Title _____	
		LESSOR The Bancorp Bank Signature _____ Title _____	



OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement dated 09/11/2017, between The Bancorp Bank (Lessor) and City of Mount Dora (Lessee).

Date 11/29/2018 Customer # 17161
Unit # _____

Year, Make & Model	VIN
2018 Ford Escape - Fire	1FMCUDGD6JUB16528

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
Red	black	UPFITTING OF \$2586.25 FROM PSS	FL	

Term & Frequency	<u>5 Annual</u>	Security Deposit	<u>\$0.00</u>
Original Value	<u>\$26,950.66</u>	Down Payment	<u>\$0.00</u>
Base Payment	<u>\$6,185.05</u>	Termination Value	<u>\$1.00</u>
Sales / Use Tax	<u>0.00</u>	Estimated Initial Tax & Tags	<u>N/A</u>
Total Annual Payment	<u>\$6,185.05</u>		

Additional Terms and Conditions:

LESSEE City of Mount Dora	Signature _____
Signature <u>Robert Hayes</u>	Title _____
Title <u>City Manager</u>	Signature _____
Signature _____	Title _____
Title _____	
Signature _____	LESSOR The Bancorp Bank
Title _____	Signature _____
	Title _____



OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement dated 09/11/2017, between The Bancorp Bank (Lessor) and City of Mount Dora (Lessee).

Date 11/29/2018 Customer # 17161
Unit # _____

Year, Make & Model	VIN
2018 Ford Explorer - Fire Admin	1FM5K7D89JGA58346

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
Red	black	UPFITTING OF \$3660.88 FROM PSS	FL	

Term & Frequency	<u>5 Annual</u>	Security Deposit	<u>\$0.00</u>
Original Value	<u>\$34,354.18</u>	Down Payment	<u>\$0.00</u>
Base Payment	<u>\$7,884.16</u>	Termination Value	<u>\$1.00</u>
Sales / Use Tax	<u>0.00</u>	Estimated Initial Tax & Tags	<u>N/A</u>
Total Annual Payment	<u>\$7,884.16</u>		

Additional Terms and Conditions:

LESSEE City of Mount Dora	Signature _____
Signature <u>Robert Hayes</u>	Title _____
Title <u>City Manager</u>	Signature _____
Signature _____	Title _____
Title _____	
Signature _____	LESSOR The Bancorp Bank
Title _____	Signature _____
	Title _____



OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement dated 09/11/2017, between The Bancorp Bank (Lessor) and City of Mount Dora (Lessee).

Date 11/29/2018 Customer # 17161
Unit # _____

Year, Make & Model	VIN
2018 Ford Explorer - Fire Admin	1FM5K7D87JGA58345

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
Red	black	UPFITTING OF \$3660.88 FROM PSS	FL	

Term & Frequency	<u>5 Annual</u>	Security Deposit	<u>\$0.00</u>
Original Value	<u>\$34,354.18</u>	Down Payment	<u>\$0.00</u>
Base Payment	<u>\$7,884.16</u>	Termination Value	<u>\$1.00</u>
Sales / Use Tax	<u>0.00</u>	Estimated Initial Tax & Tags	<u>N/A</u>
Total Annual Payment	<u>\$7,884.16</u>		

Additional Terms and Conditions:

LESSEE City of Mount Dora	Signature _____
Signature <u>Robin R Hayes</u>	Title _____
Title <u>City Manager</u>	Signature _____
Signature _____	Title _____
Title _____	
Signature _____	LESSOR The Bancorp Bank
Title _____	Signature _____
	Title _____



OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement dated 09/11/2017, between The Bancorp Bank (Lessor) and City of Mount Dora (Lessee).

Date 11/29/2018 Customer # 17161
Unit # _____

Year, Make & Model	VIN
2018 Ford F150 Super Crew	1FTEW1C57JFB32897

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
blue	black	UPFITTING OF \$1648.80 FROM PSS	FL	

Term & Frequency	<u>5 Annual</u>	Security Deposit	<u>\$0.00</u>
Original Value	<u>\$34,457.80</u>	Down Payment	<u>\$0.00</u>
Base Payment	<u>\$7,907.95</u>	Termination Value	<u>\$1.00</u>
Sales / Use Tax	<u>0.00</u>	Estimated Initial Tax & Tags	<u>N/A</u>
Total Annual Payment	<u>\$7,907.95</u>		

Additional Terms and Conditions:

LESSEE City of Mount Dora	Signature _____
Signature <u>Robert R. Hays</u>	Title _____
Title <u>City Manager</u>	Signature _____
Signature _____	Title _____
Title _____	
Signature _____	LESSOR The Bancorp Bank
Title _____	Signature _____
	Title _____

**Fleet Leasing with Enterprise Fleet Management, Inc.
Piggyback Contract (City of Lake City)**

The City of Mount Dora ("City") enters this Piggyback Contract with Enterprise Fleet Management, Inc., a corporation organized in the State of Missouri, authorized to do business in the State of Florida, (hereinafter referred to as the "Vendor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

(1). The Purchasing Policy for the City of Mount Dora allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has been awarded a procurement contract under its successful competitive procurement status with the City of Lake City, Florida, said purchasing activity and Enterprise Fleet Management submission being identified as the "Agreement" between the City of Lake City, Florida and Enterprise Fleet Management, Inc. for Fleet Leasing and Maintenance which arose under "RFP# 011-2010" relating to services being described in Exhibit "A" referenced below; said original purchasing activity being referred to as the "original government contract"). The original government contract provides the pricing for City purchase orders issued under this Contract and the City will issue work, orders, as needed by the City, in order to implement the provisions of this Contract.

(2). The original government contract is incorporated herein by reference and is attached as Exhibit "A" to this Contract. All of the terms and conditions set out in the original government contract are fully binding on the parties and said terms and conditions are incorporated herein as well as the City's standard contractual terms and conditions posted on the City's Web site; provided, however, the compensation due to the Vendor from the City for

implementing the leasing and maintenance of City vehicles shall be as set forth in Exhibit "B". Lease rates for additional vehicles will vary from one model year to the next based on factors such as manufacturer pricing, market conditions, interest indexes and vehicle availability.

(3). Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City, as follows:

(A). Time Period ("Term") of this Contract: The original government contract is currently in effect.

(B). Insurance Requirements of this Contract: (state N/A if this is not applicable). N/A, but see City's Web site.

(C). Address change for the City: Notwithstanding the address and contact information for the government entity as set out in the original government contract, the Vendor agrees that he/she/it shall send notices, invoices and shall conduct all business with the City to the attention of Purchasing Manager, at: City of Mount Dora, 1250 North Highland Street; Mount Dora, Florida 32757. The Purchasing Manager's designated representative for this Contract is Mr. John A. Bruce; Purchasing and Property Manager; City of Mount Dora; 1250 North Highland Street; Mount Dora, Florida 32757, telephone number (352.735.7176) and whose e-mail address is brucej@cityofmoundora.com.

(D). Notwithstanding anything in the original government contract to the contrary, the venue of any dispute will be in Lake County, Florida. Litigation between the parties arising out of this Contract shall be in Lake County, Florida in the Court of appropriate jurisdiction. The laws of Florida shall control any dispute between the parties arising out

of or related to this Contract, the performance thereof or any products or services delivered pursuant to such Contract.

(E). Notwithstanding any other provision in the original government contract to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the court of appropriate jurisdiction in Lake County, Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

(4). All the services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the City, and the laws of any Federal, State, or local regulatory authority.

(5). Notwithstanding anything to the contrary in the original government contract, the parties agree that the following provisions relating to public records shall apply:

(A). The Vendor shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of services under this Agreement. All-time records and cost data shall be maintained in accordance with generally accepted accounting principles. Upon termination of this Agreement, the Vendor shall deliver all records, data, memoranda, models, and equipment of any nature that are in the Vendor's possession, under the Vendor's control and that are the City's property, or relate to the City's business.

(B). The Vendor shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of the provision or performance goods and/or services under this Agreement and date of final payment for said

goods and/or services, or date of termination of this Agreement.

(C). In addition to the above, if Federal, State, County, or other entity funds are used for any goods and/or services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or a county or municipality with jurisdiction or any representatives, shall have access to any books, documents, papers, and records of the Vendor which are directly pertinent to goods and/or services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions. In every respect, the Vendor shall ensure compliance with any applicable requirements of governmental agencies including, but not limited to, their pre-audit and post-audit requirements.

(D). In the event of any audit or inspection conducted reveals any overpayment by the City under the terms of the Agreement, the Vendor shall refund such overpayment to the City within 30 days of notice by the City of the request for the refund.

(E). The Vendor agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, *Florida Statutes*, the Vendor must:

(i). Keep and maintain public records required by the City to perform the service.

(ii). Upon request from the City's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, 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 the term of this Agreement and following completion of this Agreement if the

Vendor does not transfer the records to the City.

(iv). Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(v). If the Vendor does not comply with a public records request, the CITY shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR shall be subject to all rights and remedies of the City and the public under controlling State law.

(vi). A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Vendor of the request, and the Vendor must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the Vendor to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The Vendor shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the City with a copy of the Vendor's response to each such request.

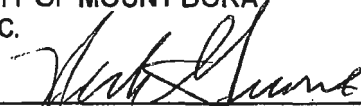
(vii). The Vendor agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

(vii).

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S (VENDOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 735-7126, GWEN KEOUGH-JOHNS, CITY CLERK, CITY OF MOUNT DORA, CITY HALL, 510 N. BAKER ST. MOUNT DORA, FL 32757, JOHNSG@CITYOFMOUNTDORA.COM.

In Witness Whereof, the parties hereto have executed this instrument for the purposes herein expressed.

CITY OF MOUNT DORA
INC.



Nick Grifone, Mayor

ENTERPRISE FLEET MANAGEMENT,



Authorized Corporate Signatory

ATTEST:

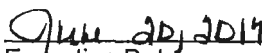


Gwen Johns, City Clerk

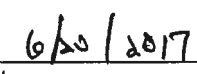
ATTEST:



Authorized Corporate Signatory

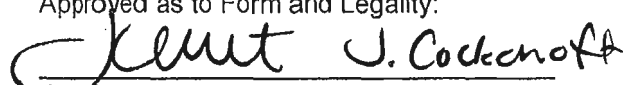


Execution Date



Execution Date

Approved as to Form and Legality:



City Attorney

EXHIBIT "A"

ORIGINAL GOVERNMENT CONTRACT

LAKE CITY CONTRACT



CITY OF LAKE CITY

RFP-011-2010

FLEET LEASING AND MANAGEMENT PROGRAM

DATE OF PUBLIC OPENING:

March 18, 2010 @ 3:00 P.M.

LOCATION FOR PUBLIC OPENING

City Hall

Council Chambers

2nd Floor

205 North Marion Avenue

Lake City, FL 32055

<http://www.lcfla.com/purchasing.htm>

All responses must be date and time stamped received no later than 3:00 P.M. on March 18, 2010 to be considered responsive.

Wendell Johnson, City Manager: _____

Posted on DemandStar:

Advertised in LCCR:

Advertised <http://www.lcfla.com/purchasing.htm>

RFP-011-2010

Fleet Leasing and Management Program

Page 1 of 20

REQUEST FOR PROPOSALS

Sealed proposals marked "REQUEST FOR PROPOSALS FOR FLEET LEASING AND MANAGEMENT PROGRAM" will be received by the City of Lake City, Florida until 3:00 P.M. on March 18, 2010, at the office of Purchasing and Contracting, 205 North Marion Ave. Lake City, FL 32055, at which time all proposals will be opened and only names of offeror's will be read aloud. All received proposals will be time and date stamped, and absolutely no proposals will be accepted after the aforementioned date and time. Scope of Work may be obtained from the Purchasing & Contracting Department website www.lcfla.com or by calling (386) 719-5818 or (386) 719-5816.

All services must be performed in accordance with the request for proposals, requirements, and any other documents prepared for this request. **Proposers must submit one (1) original, clearly marked "original" and seven (7) copies, clearly marked "copy", total of eight (8) of their proposals.**

The City of Lake City reserves the right to reject any and all proposals, to re-advertise, and to enter into contract determined to be in its best interest.

SCOPE OF PROGRAM AND GENERAL REQUIREMENTS:

The City of Lake City is seeking proposals for the leasing, fleet management, and potential additional services as defined in Scope of Services section, of up to approximately one hundred and six (106) vehicles over a five (5) year period. **THIS IS A NON-GUARANTEED AMOUNT CONTRACT.** The City reserves the right to order any amount of leased vehicles and additional services it deems in the best interest of the city.

The City intends to award a multiple year contract lease that will allow ordering to occur throughout a one (1) year period with five (5) one (1) year option period(s) upon mutual agreement with the successful bidder and the City of Lake City. Replacement or additional vehicles will be ordered under line items, and at prices applicable to the ordering period current at the time the replacement is made. Prices for future year ordering periods will be presented to the City by the awarded vendor in a timely fashion near the beginning of each ordering period. The City will accept or reject in future order period pricing through amendment to the original agreement. Bidders will only submit pricing for the first ordering period time response to this RFP.

The City is soliciting a proposal to assess the approach it deems most cost effective for the needs of the City. The City will either award a sole-source contract to a vendor that can provide all services requested in this proposal or to multiple vendors that can demonstrate an effective and efficient partnership pertaining to the delivery of services under this contract. Be advised that lease arrangements contemplated to extend more than one year will be subject to availability of appropriations.

The City will tentatively select a successful bidder by April 19, 2010 and will finalize a negotiated agreement within 30 days thereafter. Proposers will be given the opportunity to

propose a phase-in schedule for initial vehicle deliveries. Replacement schedules for vehicles ordered under the contract will be established based on the conditions of the selected alternative.

EVALUATIONS:

The City intends to evaluate bids based on initial written presentations and to make a tentative selection of a successful offeror with whom the City will then engage in negotiations to finalize a contract. The City reserves the right to reject any or all submittals, to waive technicalities, to readvertise, to proceed otherwise when in the best interest of the City.

PROPOSAL CONTENT AND REQUIREMENTS:

Proposals should be submitted under company letterhead stationery with the information required in this RFP. **Each section must be labeled and in the order listed below.** Failure to comply may deem proposal non responsive. As a minimum, proposals must include the following.

INDEX:

COVER LETTER:

The cover letter shall be addressed to:

City of Lake City
Mr. Wendell Johnson, City Manager
205 N. Marion Avenue
Lake City, FL 32055

The cover letter must consist of:

1. Identification of Proposer, including name, address and telephone number.
2. Acknowledgement of receipt of all RFP addenda, if any.
3. Name, title, address and telephone number of contact person during the period of proposal evaluation.
4. Signature of a person authorized to bind Proposer to the terms of this proposal.

TECHNICAL PROPOSAL

1. Qualifications, related experience and a minimum of three (3) references of the proposer on the form provided herein. This section of the proposal should establish the ability of the proposer to satisfactorily perform the lease and fleet management services by reason of:
 - a. Experience in performing work of a similar nature.
 - b. Demonstrated competence in the services to be provided.
 - c. Strength and stability of the firm.

RFP-011-2010
Fleet Leasing and Management Program
Page 3 of 20

- d. Staffing capability.
 - e. Supportive client references.
2. Proposers shall provide a brief profile of the individual or firm, the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
 3. Proposers shall provide a detailed description of the fleet management services offered as described in the Scope of Services including but not limited to:
 - a. Open-ended lease.
 - b. Maintenance program.
 - c. Physical damage program.
 - d. Vehicle resale process.
 - e. Ability of proposer to sell vehicles in the city's current fleet.
 4. Proposers shall provide a general description of the individual or firm's financial condition and identify any conditions; e.g., bankruptcy, pending litigations, planned office closures, impending merger, which may impede proposer's ability to provide lease and fleet management services.
 5. Proposer shall describe the firm's experience in performing like services if a similar nature for public transportation agencies, municipalities, or other government agencies.
 6. Proposers shall identify subcontractors (maintenance facilities) by name, address and telephone number.

WORK PLAN:

1. Proposers shall provide a narrative that addresses the services they are proposing as outlined in the Scope of Work. The narrative should show the Proposer's understand of the City's needs and requirements. Throughout the narrative, the Proposer shall include references for each area of services they are proposing. This section should also address the Proposer's plan to fulfill its obligations for the services.

COMPLETED LEASE AND POTENTIAL ADDITIONAL SERVICES PRICING FORMS.

ITEMIZED RATE SCHEDULE FOR LEASE EXPENSES PER VEHICLE AND SPECIFICATIONS OF PROPOSED VEHICLES.

CERTIFICATION AND/OR ACKNOWLEDGEMENT FORMS REQUIRED BY THE CITY

COPY OF CONTRACTOR'S STANDARD LEASE AGREEMENT AND OTHER RELATED CONTRACT DOCUMENTS.

PROPOSAL QUESTIONS

All questions concerning this RFP must be submitted in writing to:

Debbie Garbett
Director of Purchasing
205 North Marion Avenue
Lake City, FL 32055
garbettd@lcfla.com
Telephone: (386) 719-5818
Fax: (386) 755-6112

There will be no communication, written or verbal, with any City employee, Elected Official, Board Member, or City representative during the course of this solicitation other than through writing to the Purchasing Department. All questions must be submitted in writing to the Purchasing Department who will obtain the answers and issue in the form of addenda. The deadline for submitting questions is Friday, March 12, 2010 at 4:00 P.M. Failure to have all information as requested may cause the respondent's bid to be rejected. All and any addenda are to be signed and returned with the original bid to be considered responsive.

NEGOTIATIONS

Based on the written proposals, the City may elect to enter into negotiations with one or more of the proposer's.

CONTRACT AWARDS

The City anticipates entering into a contract with the Proposer who submits the proposal judged by the City to be most advantageous.

PROPOSAL SUBMISSION AND WITHDRAWAL

Eight completed responses to this RFP must be submitted to the City in sealed envelopes or boxes marked **"FLEET LEASING AND MANAGEMENT PROGRAM"**

Proposals will be received at:

City of Lake City
Attention: Purchasing and Contracting
205 North Marion Avenue
Lake City, FL 32055

Proposals are due by 3:00 PM, Thursday, March 18, 2010. Proposals received after that time will be returned to the sender unopened. Due to the irregularity of the mail, the City cautions Proposers to assure actual delivery of proposals prior to the deadline. Once opened, proposals become the property of the City and cannot be withdrawn.

SCOPE OF SERVICES

The City requires vehicles on a lease basis satisfying the specifications described in this section and may potentially require the additional services described in this section on an “as needed” basis. Proposers are expected to submit proposals that address all portions of this section. If a Proposer is unable to satisfy every element of this section but chooses to submit a proposal anyway, it must clearly identify the element(s) it is unable to satisfy and the reason it cannot meet the requirement. The City will review any exceptions taken but, at its sole discretion, may determine the proposal not responsive to the City’s requirements and remove it from further consideration.

A. LEASE REQUIREMENTS

For evaluation purposes, the City is requiring all Contractors to use the following lease parameters. Upon award, the City will negotiate with the awarded vendor the appropriate lease parameters the City deems necessary for each individual vehicle leased.

The following represents the City’s requirements for a lease:

- Five (5) year Open-Ended Lease with no mileage restrictions.
- Vehicles must be depreciated at 1.5% per month with a 10% Residual Book Value.
- Contractor must supply End of Term Balance at the end of the 60-month term.
- List all other applicable fees and charges.
- Maintenance as specified in “Scope of Maintenance” based on 5 years and 60,000 miles.
- Define reporting capabilities including monthly management reports, comprehensive invoicing, maintenance notification, and electronic capabilities.

B. SERVICE AND MAINTENANCE REQUIREMENTS

The City shall keep and maintain each vehicle in normal operating condition and be responsible for making sure all service, maintenance, and repair are performed to maintain the warranty. As the City deems necessary it may request maintenance services to be included on select leased vehicles.

Does your company provide a program in which the maintenance costs are billed back to the City as they occur?

YES _____ NO _____

Does your company provide a program in which the maintenance costs are fixed and guaranteed during the life of the lease?

YES _____ NO _____

If yes to either of these questions please include the cost of program(s) in the pricing section and provide detail on program(s) including but not limited to:

- Location of facilities that will perform services
- Monitoring, tracking, and service needed notification capabilities / procedures
- Included and excluded items / coverage
- Compatibility with manufacture's warranty
- Qualification requirements for those performing work on leased vehicles

C. RISK MANAGEMENT / PHYSICAL DAMAGE REQUIREMENTS (Loss of, Theft, or Damage Coverage)

As THE CITY deems necessary it may request this service to be included in select instances.

Does your company provide this program: YES _____ NO _____

If yes please include the cost of this program in the pricing section and provide detail on your program including but not limited to:

- Deductibles
- Location(s) of service

D. DESCRIPTION/WORK STATEMENT

Project Organization and Management

The Contractor shall establish and maintain an appropriate organizational structure to enable local management of this contract. Documentation supporting the Contractor's ability to service the contract (including but not limited to office locations) should be included with the bid submission. All ordering will originate directly from the City.

Vehicle Quantities and Locations

The City fleet targeted to be satisfied by this lease contract consists of approximately up to one hundred and six (106) vehicles. **THIS IS A NON-GUARANTEED AMOUNT CONTRACT,** The City reserves the right to order any amount of leased vehicles and additional services it deems in the best interest of the City. Attached in a separate document is the list of the City fleet.

Vehicle Mileage and Term

The Contractor shall be able to support vehicle return and replacement as specified in the contract. The awarded Contractor may propose, and the City may consent to, a desired timeframe or mileage interval different than levels requested by the City, if such intervals provide advantages to the Contractor, the City, or both, such as lower lease prices due to better vehicle resale potential.

Vehicle Inspection

All vehicles leased under this contract shall be inspected, at which point vehicle inspection documentation will be provided indicating the general condition of the vehicle.

Condition of Leased Vehicles

Each vehicle furnished under this contract shall be of good quality and in safe operating condition. The City shall accept or reject the vehicles promptly after receipt. If the City determines that any vehicle is defective or unsafe at delivery, the City shall promptly inform the Contractor in writing.

DELIVERIES OR PERFORMANCETerm of Contract and Period of Performance

This contract consists of a one (1) year period with four (4) 1-year option period(s). Vehicles ordered at any point under this contract are expected to remain in use for approximately 5 years. The Contractor's responsibilities under this contract and period of performance will cease when the last vehicle furnished under the contract has been returned to the Contractor, provided there are no remaining issues in dispute.

Ordering Periods

The ordering periods under this contract will extend as follows. Exact dates will be specified in the contract upon award.

- * First Ordering Period - Date of award through model year
- * Second Ordering Period - Expiration of First Ordering Period through one calendar year
- * Third Ordering Period - Expiration of Second Ordering Period through one calendar year
- * Fourth Ordering Period - Expiration of Third Ordering Period through one calendar year
- * Fifth ordering Period - Expiration of Fourth Ordering Period through one calendar year

Option to Extend the Term of the Contract

The City may extend the term of this contract by written notice to the Contractor within 60 days prior to the expiration of the current initial contract. If the City exercises this option, the extended contract shall be considered to include this option clause. The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten (10) years.

Delivery Schedule

The Contractor proposes to deliver vehicles within the following period after receipt of an order for a given vehicle: _____. In the event delivery cannot be completed within this period, the Contractor shall notify the City when it becomes aware it cannot meet the schedule and shall indicate the reason for delay and a projected delivery date. The City reserves the right to cancel the order at that time without cost to the City. In any event, the City's obligation to pay

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does not commence until the City accepts delivery of a vehicle from the Contractor.

Reporting Requirements

The third and ninth months in each ordering period, the Contractor shall meet with the City to discuss a contract status report. This report shall cover all vehicles delivered, or otherwise in the possession of the City at any time during the previous six-month period. A separate section of the report shall address outstanding undelivered orders. The reports shall include, at a minimum, the following information for each vehicle: vehicle year, make and model; vehicle identification number; cost center (assigned by the City); date of delivery; months in service. This report should be presented in spreadsheet product compatible with Microsoft Excel and is preferred to be accessible online monthly. The Contractor shall provide two hard copies and two electronic copies of the report. The City will review this information and compare it to the City records to detect potential inconsistencies requiring resolution.

The City may also request additional meetings with the Contractor in relation to this agreement. The Contractor will work in good faith to meet with the City for any additional meetings in a timely fashion.

End of Lease Options (Open-End Lease)

At the end of lease term, the City may:

- (1) Offer the vehicle for sale to a third party
- (2) Purchase the vehicle from the Contractor for the end of term obligation (Reduced Book Value plus other charges)
- (3) Turn the vehicle in to be disposed of by Contractor

When turning vehicles into the Contractor, the Contractor will:

- (1) Check vehicle in with a written report
- (2) Within four weeks, Contractor will communicate to the City a minimum market value for vehicle based on at least two offers or bids.

Funding Information

This contract does not, in itself, order any specific vehicles, nor does it create an obligation of funds. The City obligates funds through issuance of separate documents labeled "purchase orders." Prior to placement of orders, the City expects to issue purchase order(s) containing sufficient funding to cover the projected need through the end of the then-current ordering period. If additional orders create the need for funding in excess of amounts previously obligated, the City will obligate additional funding to cover the shortfall. The Contractor and the City will each monitor funding levels to ensure adequate funding is always in place to make payments required under this contract. In the event the Contractor believes a potential shortfall exists, the Contractor shall immediately notify the City and the parties shall take necessary action to address the situation.

Notice Regarding Availability of Annual Appropriations

Orders placed under this contract will be funded by annual appropriations. Regulations permit agencies to obligate annual appropriations for a period not exceeding twelve months, and the

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City is budgeting resources for this program and intends to obligate amounts sufficient to cover projected payments over twelve-month periods coinciding with the ordering periods. Depending on the negotiated alternative selected, orders may be subject to availability of appropriations for future fiscal years. Federal law prohibits agencies from obligating the District to make payments in advance of appropriations, i.e., beyond the permitted 12-month window. Notwithstanding the City does indicate, by placement of orders under this contract, its intent to continue to lease the ordered vehicles for the length of time specified in the contract. Other than for reasons of default or convenience as authorized by applicable termination clauses, the parties acknowledge that orders will be cancelled, and obligations of the parties will cease, only in the event of non-appropriation or if the City's requirement no longer exists.

Invoice Instructions

Detailed invoicing instructions will be negotiated between the City and the tentatively selected contractor. Any credits due the City shall be separately identified on the invoice and shall be applied against outstanding charges due to the Contractor.

SPECIAL CONTRACT REQUIREMENTS

Insurance and Liability

- (a) The City is insured for liability coverage. The City shall be responsible for damage to:
 - (1) Leased vehicles where such damage is not beyond economical repair, but the Contractor shall be liable for the following:
 - i. normal wear and tear,
 - ii. loss or damage caused by the negligence of the Contractor, its agents, or employees, and
 - iii. damage covered by the manufacturer's warranty or damage attributable to a manufacturing defect; and
 - (2) Property of third persons, or the injury or death of third persons, where such damage results from the fault, negligence, or wrongful act or omission of the Government, its agents, or employees.
- (b) The Contractor shall provide and maintain insurance covering its liabilities in amounts of at least \$1,000,000.00 combined single limit.
- (c) The Contractor shall certify to the Purchasing & Contracting Department in writing that the required insurance has been obtained. The policies evidencing required insurance should contain an endorsement to the effect that any cancellation or any material change adversely affecting the contract is to be performed as prescribed, or until 30 days after written notice to the Purchasing & Contracting Department, whichever period is longer. The policies shall exclude any claim by the insurer for subrogation against the City by reason of any payment under the policies.

SIGNATURE SHEET

City of Lake City

RFP-011-2010: FLEET LEASING AND MANAGEMENT PROGRAM

I, the undersigned, do hereby acknowledge I have read all the requests listed herein and have submitted my proposal accordingly. I have submitted all documentation required.

Company Name: _____

Principal Location of the Company: _____

Authorized Principal in Charge of Project: _____

Type or print name as signed above: _____

Direct telephone: (_____) _____

Fax Number: (_____) _____

Cell Phone: (_____) _____

Email Address: _____

Local Location if different from above: _____

Authorized Person in Charge of Project at this Location: _____

Signature: _____

Type or print name as signed above: _____

Direct telephone: (_____) _____

Fax Number: (_____) _____

Cell Phone: (_____) _____

Email: _____

PROPOSER CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA, CITY OF _____

Before me, the undersigned authority, personally appeared _____, who was duly sworn deposes and states:

1. I am the _____ of _____, with a local office in _____ and principal office in _____.
City & State City & State
2. The above named entity is submitting a Proposal for the City of Lake City RFP-011-2010 described as Request for Proposal Fleet Leasing and Management Program.
3. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
7. Neither the entity nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
9. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

DATED this _____ day of _____, 20____.

(Affiant)

Typed Name and Title

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally Known _____ Or produced identification _____

Identification type: _____

Notary Public-State of _____

Printed, typed, or stamped commissioned name of notary public.

My commission expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

**SWORN STATEMENT UNDER SECTION
287.133(3)(n), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with Proposal No. _____.
2. This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Identification No.(FEIN) is _____. If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or

income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

Signature: _____ Date _____

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority, _____ who after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____ 20_____.

Notary Public, State at large

My Commission Expires:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

NON-COLLUSION AFFIDAVIT OF PROPOSER

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STATE OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that:

1. He/She is _____ of _____ the proposer
Title Company Name
that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm, or person to fix the price or prices in the attached proposal or any other proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SIGNED _____

TITLE _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20__.

Notary Public, State of Florida My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

DRUG FREE WORKPLACE CERTIFICATE

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

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that, _____ (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 bid or proposal, 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 bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, 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"

Authorized Signature

Date Signed

State of Florida

County of _____

Sworn to and subscribed before me this ____ day of _____ 20____.

Personally known _____ or Produced Identification _____
(Specify type of identification)

Signature of Notary

My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

REFERENCES

As per the General Specifications Section, below is a list of at least three (3) client/customer references

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including company name, address, contact person, telephone number and length of time services provided. (Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.)

1. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Length of time services provided: _____
2. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Length of time services provided: _____
3. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Length of time services provided: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

Fleet List

Year	Make	Model	Acquisition Date	Current Mileage	Year	Make	Model	Acquisition Date	Current Mileage
2002	Chevrolet	Tahoe	9/23/2002	84997	2001	Chevrolet	C-1500	12/29/2000	123091
1997	Ford	Crown Victoria	2/24/1997	112538	2002	Ford	F-550	5/9/2002	103405
2000	GMC	Sonoma	4/4/2000	68239	2003	Ford		2/25/2003	
1994	Pontiac	SunBird	6/3/1994		2004	Ford	F-350	7/7/2004	35224
1991	Chevrolet		2/27/1990	67960	2007	Ford	F-150	4/18/2007	15950
1982	Ford	Ranger	5/22/1992		1984	GMC		5/31/1984	15642
1995	Ford	F-150	3/7/1995	88444	1992	Ford	F-150	8/28/1992	194470
2003	Chevrolet	Silverado	3/7/2003	56303	1995	Ford	F-150	2/28/1995	
2004	Ford	F-150	12/30/2003	43441	1996	Dodge		3/6/1996	175251
2008	Ford	F-150	4/16/2008		1998	Chevrolet	C-1500	1/29/1998	144969
1985	Ford		4/3/1985	96281	1999	Dodge	Ram	1/6/1999	
1985	Ford		8/14/1985	98253	2004	Ford	F-150	1/30/2004	67633
1988	Dodge	Ram	4/18/1988	384	2004	Ford	F-150	1/30/2004	74661
1990	Ford	F-350	2/9/1990	78922	2004	Ford	F-350	3/30/2004	43225
1990	Ford	Van	8/30/1990	41751	2004	Ford	F-250	11/25/2003	38903
1991	Ford	F-800	2/14/1991	78335	2004	Ford	F-150	12/3/2003	82554
1997	Ford	L9501	12/27/1996	20981	2006	Ford	F-350	3/15/2006	27212
1997	Chevrolet		2/5/1997	149561	2007	Ford	F-150	5/17/2007	31925
1998	Chevrolet		1/19/1998	79133	2007	Ford	F-150	4/4/2007	19804
2002	Ford	F-550	3/27/2002		2008	Ford	F-150	3/6/2008	8732
2002	Ford	F-550	5/9/2002	67929	1991	Chevrolet	1500	12/11/1990	85295
2002	Chevrolet	Silverado	6/6/2002	85357	2003	Ford	Explorer	5/16/2003	18758
2004	Ford	F-150	12/30/2003	67198	1991	FORD	F-150		583
2006	Freightliner	2106	3/24/2006	2307	2002	FORD	F-150		61185
2006	Ford	F-550	5/30/2006	24209	2004	FORD	F-550		31066
1993	Ford		9/9/1993	100481	2004	FORD	F-150		95697
1995	Ford	F-350	5/25/1995	71572	1995	Ford	F-350	10/17/1995	135019
1997	Chevrolet	C1500	5/5/1997	68976	1997	Chevrolet	S-10	1/28/1997	72482
1998	Chevrolet		12/29/1997		1998	Chevrolet		1/23/1998	112814
1999	Chevrolet		1/12/1999	94208	1999	Dodge	Ram	1/6/1999	113453
1999	Ford		2/9/1999	104911	2002	Ford	F-550	5/9/2002	108644
1999	Chevrolet	Silverado	10/1/2001	109612	2002	Ford	F-550	5/9/2002	822569
2002	Ford	F-250	3/20/2002	66346	2002	Ford	F-250	4/23/2002	93927
2003	Ford	F-250	3/21/2003	50362	2003	Ford	F-150	2/25/2003	121887
2006	Ford	F-150	1/19/2006	6755	2003	Ford	F-250	3/21/2003	42579
2004	Ford		1/6/2004	48517	2003	Ford	F-750	6/4/2003	21853
2006	Ford	F-150	2/14/2006	16169	1989	Chevrolet	S-10	10/1/1991	98821
2007	International		12/21/2007		2001	Dodge	Ram	12/19/2000	63056
1995	Ford	F-150	2/28/1995	151241	1994	Ford	F-700	7/26/1994	72641
1997	Dodge	B-3500	1/31/1997	47176	1998	Chevrolet		12/18/1997	91524
2001	Chevrolet		2/7/2001	58259	2002	Ford	F-250	4/23/2002	61185

2002	Chevrolet		6/5/2002	28421		2002	Ford	F-250	4/23/2002	89243
2006	Ford		3/23/2006	47471		2008	Ford	F-550	3/27/2008	14006
1985	GMC		10/1/1995	56810		1990	Ford	F-250	1/23/1996	76301
1998	Ford	F-250	11/6/1997	64392		1987	Ford	F-350	8/26/1987	
2002	Ford	F-150	7/19/2002	40546		1990	Chevrolet		2/7/1990	37662
2003	Ford	F-150	3/11/2003	52257		1999	Ford	F-250	1/11/1999	170990
2004	Ford	F-550	4/21/2004	36785			Ford	F-150	5/17/2007	13344
1995	Ford	F-150	10/2/1995	84542		1980	Kenworth		11/19/1987	32174
	GMC	Jimmy	3/7/2000	57217		1989	Ford		2/22/1989	
2004	Ford	F-150	3/24/2004	36417		1983	Ford		9/28/1993	142468
2006	Ford	F-250	1/19/2006	17214		1995	Chevrolet	S-10	8/11/1995	18419

EXHIBIT "B"

AMENDED CITY OF MOUNT DORA FEE

CITY OF MOUNT CORA

ENTERPRISE FLEET

REPLACEMENT SCHEDULE

UNIT #	DEPARTMENT	YEAR	MAKE	MODEL	VIN	ASSIGNED CATEGORY	REPLACEMENT YEAR	TO BE REPLACED WITH	COMPARABLE TYPE/VEHICLE	ADDITIONS	QUOTE #	VEHICLE	Term	PAYMENT (w/ MAINT. & ADD'LS)	One Year Pre-Payment Amount
87	Building Officials	2007	Ford	F150	1FTFD32W77FA68731	1/2 Ton Pickup Ext. 4x2	2017	SMALL SUV, 4 X 2	FORD ESCAPE OR EQUAL	4 CORNER STROBES, 1 STEP BAR B TOP LOADING 14" TOOL BOX W/ KEY, SPRAY-ON BEDLINER	351047	2018 Ford Escape S FWD	60	\$366.43	\$4,380.07
90	Customer Service	2012	Ford	F150	1FTMF1CA7CFM6647	1/2 Ton Pickup Reg. 4x2	2017	COMPACT PICK-UP, 4 X 2	NISSAN FRONTIER OR EQUAL	4 CORNER STROBES, 1 STEP BAR B TOP LOADING 14" TOOL BOX W/ KEY, SPRAY-ON BEDLINER	3444799	2018 Nissan Frontier S 4x2 King Cab 6' Box 135.9 in. WB	60	\$361.77	\$4,374.74
91	Customer Service	2007	BMW	Century	2G4W553271218645	Full size Sedan	2017	COMPACT PICK-UP, 4 X 2	NISSAN FRONTIER OR EQUAL	4 CORNER STROBES, 1 STEP BAR B TOP LOADING 14" TOOL BOX W/ KEY, SPRAY-ON BEDLINER	3444799	2018 Nissan Frontier S 4x2 King Cab 6' Box 135.9 in. WB	60	\$361.77	\$4,374.74
93	Parks	2006	Ford	F150	1FTFX22W8MBB0394	1/2 Ton Pickup Ext. 4x2	2017	1/2 Ton Pickup 4x2	F150 OR EQUAL	4 CORNER STROBES, TRAILER TOW, TOP LOADING 14" TOOL BOX W/ KEY AND SPRAY-ON BEDLINER	3519415	2018 GMC Sierra 1500 Base 4x2 Double Cab 6.6 ft. box 143.5 in. WB	12	\$443.11	\$5,298.43
95	Building Maintenance	2005	Ford	F150	1FTFX22W7SHAA66913	1/2 Ton Pickup Ext. 4x2	2017	1/2 Ton Pickup 4x2	F150 OR EQUAL	4 CORNER STROBES, TRAILER TOW, TOP LOADING 14" TOOL BOX W/ KEY AND SPRAY-ON BEDLINER	3519415	2018 GMC Sierra 1500 Base 4x2 Double Cab 6.6 ft. box 143.5 in. WB	17	\$443.11	\$5,298.43
96	Building Officials	2007	Ford	F150	1FTFX22W87MA38958	1/2 Ton Pickup Ext. 4x2	2017	SMALL SUV, 4 X 2	FORD ESCAPE OR EQUAL	4 CORNER STROBES	3519387	2018 Ford Escape S FWD	60	\$366.43	\$4,380.07
102	Fire	2006	Ford	F150	1FTFX22W8AA03615	1/2 Ton Pickup Reg. 4x2	2017	1/2 Ton Pickup 4x2	F150 OR EQUAL	4 CORNER STROBES, TRAILER TOW, TOP LOADING 14" TOOL BOX W/ KEY AND SPRAY-ON BEDLINER	3519415	2018 GMC Sierra 1500 Base 4x2 Double Cab 6.6 ft. box 143.5 in. WB	12	\$443.11	\$5,298.43
402	Water Distribution	2002	Ford	F150	1FTFX22W87MA38958	1/2 Ton Pickup Reg. 4x2	2017	1/2 Ton Pickup 4x2	F150 OR EQUAL	4 CORNER STROBES, TRAILER TOW, TOP LOADING 14" TOOL BOX W/ KEY AND SPRAY-ON BEDLINER	3519415	2018 GMC Sierra 1500 Base 4x2 Double Cab 6.6 ft. box 143.5 in. WB	12	\$443.11	\$5,298.43
306	WWTP #1	2008	Ford	Escape	1FTMC22Z28A097530	Compact SUV 4x4	2017	SMALL SUV, 4 X 2	FORD ESCAPE OR EQUAL	NONE	3519387	2018 Ford Escape S FWD	60	\$366.43	\$4,380.07
312	Plant Maintenance	2008	Ford	F150	1FTFX22W87MA38958	1/2 Ton Pickup Reg. 4x4	2017	1/4 Ton Pickup 4x2	F150 OR EQUAL	4 CORNER STROBES, TRAILER TOW, 8' READING STANDARD LINE SERVICE BODY AND SPRAY-ON BEDLINER	3519501	2017 Ford F-250 XL 4x2 Regular Cab 8' box 142 in. WB 5.0W	60	\$534.99	\$6,394.97
401	Collections	2013	Ford	F150	1FTMF1CA7CFM6647	1/2 Ton Pickup Reg. 4x2	2017	1/2 Ton Pickup 4x2	F150 OR EQUAL	4 CORNER STROBES, TRAILER TOW, TOP LOADING 14" TOOL BOX W/ KEY AND SPRAY-ON BEDLINER	3519415	2018 GMC Sierra 1500 Base 4x2 Double Cab 6.6 ft. box 143.5 in. WB	12	\$443.11	\$5,298.43
414	Water Distribution	2007	Ford	F150 W/CRANE	1FTFX22W87MA38958	Med Duty Cab Chassis	2017	4 x 4 DIESEL	F450 OR EQUAL	YOU TOOK PICTURES OF THIS VEHICLE	3518874	2017 Ford F-450 Chassis XL 4x4 SD Crew Cab 179 in. WB DRW with Service Body and Crane	60	\$1,664.18	\$26,127.25
418	Water Distribution	2008	Ford	F150	1FTFX22W87MA38958	1 Ton Pickup Reg. 4x4	2017	3/4 Ton Pickup 4x2	F150 OR EQUAL	4 CORNER STROBES, TRAILER TOW, 8' READING STANDARD LINE SERVICE BODY AND SPRAY-ON BEDLINER	3519501	2017 Ford F-250 XL 4x2 Regular Cab 8' box 142 in. WB 5.0W	60	\$534.99	\$6,394.97
420	Sanitation	2000	Ford	F150	1FTFX22W87MA38958	3/4 Ton Pickup Reg. 4x2	2017	1/2 Ton Pickup 4x2	F150 OR EQUAL	4 CORNER STROBES, TRAILER TOW, TOP LOADING 14" TOOL BOX W/ KEY AND SPRAY-ON BEDLINER	3519415	2018 GMC Sierra 1500 Base 4x2 Double Cab 6.6 ft. box 143.5 in. WB	12	\$443.11	\$5,298.43
421	Water Distribution	2005	Chevy	Silverado 2500HD	1GCHK24K0SE126178	3/4 Ton Pickup Reg. 4x2	2017	1/2 Ton Pickup 4x2	F150 OR EQUAL	4 CORNER STROBES, TRAILER TOW, TOP LOADING 14" TOOL BOX W/ KEY AND SPRAY-ON BEDLINER	3519473	2018 GMC Sierra 1500 Base 4x4 Double Cab 6.6 ft. box 143.5 in. WB	12	\$495.21	\$5,921.31
423	Collections	2006	Ford	F150	1FTFX22W87MA38958	1/2 Ton Pickup Reg. 4x4	2017	1/2 Ton Pickup 4x4	F150 OR EQUAL	4 CORNER STROBES, TRAILER TOW, TOP LOADING 14" TOOL BOX W/ KEY AND SPRAY-ON BEDLINER	3519473	2018 GMC Sierra 1500 Base 4x4 Double Cab 6.6 ft. box 143.5 in. WB	12	\$495.21	\$5,921.31
426	Water Distribution	2014	Ford	F150	1FTFX22W87MA38958	1/2 Ton Pickup Reg. 4x2	2017	1/2 Ton Pickup 4x4	F150 OR EQUAL	4 CORNER STROBES, TRAILER TOW, TOP LOADING 14" TOOL BOX W/ KEY AND SPRAY-ON BEDLINER	3519473	2018 GMC Sierra 1500 Base 4x4 Double Cab 6.6 ft. box 143.5 in. WB	12	\$495.21	\$5,921.31
429	WWTP #1	2014	Ford	F150	1FTFX22W87MA38958	1/2 Ton Pickup Reg. 4x4	2017	1/2 Ton Pickup 4x4	F150 OR EQUAL	4 CORNER STROBES, TRAILER TOW, TOP LOADING 14" TOOL BOX W/ KEY AND SPRAY-ON BEDLINER	3519473	2018 GMC Sierra 1500 Base 4x4 Double Cab 6.6 ft. box 143.5 in. WB	12	\$495.21	\$5,921.31
433	Engineering	2008	Ford	F150	1FTFX22W87MA38958	3/4 Ton Pickup Reg. 4x4	2017	1/2 Ton Pickup 4x4	F150 OR EQUAL	4 CORNER STROBES, TRAILER TOW, TOP LOADING 14" TOOL BOX W/ KEY AND SPRAY-ON BEDLINER	3519473	2018 GMC Sierra 1500 Base 4x4 Double Cab 6.6 ft. box 143.5 in. WB	12	\$495.21	\$5,921.31
490	Collections	2007	Ford	F150	1FTFX22W87MA38958	1/2 Ton Pickup Ext. 4x2	2017	1/2 Ton Pickup 4x2	F150 OR EQUAL	4 CORNER STROBES, TRAILER TOW, TOP LOADING 14" TOOL BOX W/ KEY AND SPRAY-ON BEDLINER	3519415	2018 GMC Sierra 1500 Base 4x2 Double Cab 6.6 ft. box 143.5 in. WB	12	\$443.11	\$5,298.43
491	Building Maintenance	2008	Ford	F150	1FTFX22W87MA38958	1 Ton Pickup Ext. 4x2	2017	COMMERCIAL VAN	NISSAN NV2500HD OR EQUAL	BASIC SHELVING SYSTEM	395579	2017 Nissan NV2500's High Roof Cargo Van	60	\$456.73	\$5,459.60
511	Storm Water	2003	Ford	F150	1FTFX22W87MA38958	1 Ton Pickup Reg. 4x2	2017	1 Ton 4x2 Dump Bed	F150 OR EQUAL	4 CORNER STROBES, TRAILER TOW, DUAL REAR WHEELS, 2-3 YARD DUMP	3515803	2017 Ford F-350 Chassis XL 4x2 SD Regular Cab 140 in. WB DRW with Dump Body	60	\$637.06	\$7,614.94

PURCHASING DIVISION

UNIT #	DEPARTMENT	YEAR	MAKE	MODEL	VIN	ASSIGNED CATEGORY	REPLACEMENT YEAR	TO BE REPLACED WITH	COMPARABLE TYPE VEHICLE	ADDS	QUOTE #	VEHICLE	Term	PAYMENT OR FULL AMT. & ADDED \$	One Year Pre-Payment Amount
536	Roads & Streets	2007	Ford	F150	1FTM132297K0614	1/2 Ton Pickup Reg 4x2	2017	1/2 Ton Pickup 4x2	F150 OR EQUAL	4 CORNER STROBES, TRAILER TOW, TOP LOADING 14" TOOL BOX W/ KEY AND SPRAY-ON BEDLINER	3519415	2018 GMC Sierra 1500 Base 4x2 Double Cab 6.6 ft. box 143.5 in. WB	12	\$443.11	\$5,298.43
567	Roads & Streets	2014	Ford	F150	1FTM132297K0614	1/2 Ton Pickup Reg 4x2	2017	1/2 Ton Pickup 4x2	F150 OR EQUAL	4 CORNER STROBES, TRAILER TOW, TOP LOADING 14" TOOL BOX W/ KEY AND SPRAY-ON BEDLINER	3519415	2018 GMC Sierra 1500 Base 4x2 Double Cab 6.6 ft. box 143.5 in. WB	12	\$443.11	\$5,298.43
744	Roads & Streets	2000	Ford	F150	1FTM132297K0614	1/2 Ton Pickup Reg 4x2	2017	1/2 Ton Pickup 4x2	F150 OR EQUAL	4 CORNER STROBES, TRAILER TOW, TOP LOADING 14" TOOL BOX W/ KEY AND SPRAY-ON BEDLINER	3519415	2018 GMC Sierra 1500 Base 4x2 Double Cab 6.6 ft. box 143.5 in. WB	12	\$443.11	\$5,298.43
745	Storm Water	2007	Ford	F150	1FTM132297K0614	1/2 Ton Pickup Reg 4x2	2017	1/2 Ton Pickup 4x2	F150 OR EQUAL	4 CORNER STROBES, TRAILER TOW, TOP LOADING 14" TOOL BOX W/ KEY AND SPRAY-ON BEDLINER	3519415	2018 GMC Sierra 1500 Base 4x2 Double Cab 6.6 ft. box 143.5 in. WB	12	\$443.11	\$5,298.43
816	Building Maintenance	2007	Ford	F150	1FTM132297K0614	1/2 Ton Pickup Reg 4x2	2017	COMMERCIAL VAN	NISSAN NV2500HD OR EQUAL	BASIC SHELVING SYSTEM	3495579	2017 Nissan NV2500 S High Roof Cargo Van	60	\$456.73	\$5,459.60
825	Parks	2012	Ford	F150	1FTM132297K0614	1/2 Ton Pickup Reg 4x2	2017	1/2 Ton Pickup 4x2	F150 OR EQUAL	4 CORNER STROBES, TRAILER TOW, TOP LOADING 14" TOOL BOX W/ KEY AND SPRAY-ON BEDLINER	3519415	2018 GMC Sierra 1500 Base 4x2 Double Cab 6.6 ft. box 143.5 in. WB	12	\$443.11	\$5,298.43
827	Parks	2007	Ford	F150	1FTM132297K0614	1/2 Ton Pickup Reg 4x2	2017	1/2 Ton Pickup 4x2	F150 OR EQUAL	4 CORNER STROBES, TRAILER TOW, TOP LOADING 14" TOOL BOX W/ KEY AND SPRAY-ON BEDLINER	3519415	2018 GMC Sierra 1500 Base 4x2 Double Cab 6.6 ft. box 143.5 in. WB	12	\$443.11	\$5,298.43
829	Parks	2015	Ford	F150	1FTM132297K0614	1/2 Ton Pickup Reg 4x2	2017	1/2 Ton Pickup 4x2	F150 OR EQUAL	4 CORNER STROBES, TRAILER TOW, TOP LOADING 14" TOOL BOX W/ KEY AND SPRAY-ON BEDLINER	3519415	2018 GMC Sierra 1500 Base 4x2 Double Cab 6.6 ft. box 143.5 in. WB	12	\$443.11	\$5,298.43
830	Parks	2015	Ford	F150	1FTM132297K0614	1/2 Ton Pickup Reg 4x2	2017	1/2 Ton Pickup 4x2	F150 OR EQUAL	4 CORNER STROBES, TRAILER TOW, TOP LOADING 14" TOOL BOX W/ KEY AND SPRAY-ON BEDLINER	3519415	2018 GMC Sierra 1500 Base 4x2 Double Cab 6.6 ft. box 143.5 in. WB	12	\$443.11	\$5,298.43
835	Community Bldg	2001	Ford	F150	1FTM132297K0614	1/2 Ton Pickup Quad 4x2	2017	1/2 Ton Pickup 4x2	F150 OR EQUAL	4 CORNER STROBES, TRAILER TOW, TOP LOADING 14" TOOL BOX W/ KEY AND SPRAY-ON BEDLINER	3519415	2018 GMC Sierra 1500 Base 4x2 Double Cab 6.6 ft. box 143.5 in. WB	12	\$443.11	\$5,298.43
839	CIA	2003	Ford	F150	1FTM132297K0614	1 Ton Pickup Reg 4x2	2017	3/4 Ton Pickup 4x2, EXT CAB	F250 OR EQUAL	4 CORNER STROBES, TRAILER TOW, TOP LOADING 14" TOOL BOX W/ KEY AND SPRAY-ON BEDLINER	3519415	2017 Ford F-250 XL 4x2 Regular Cab 8' box 142 in. WB SRW	60	\$567.75	\$6,786.48
899	CIA	2006	Ford	F150	1FTM132297K0614	1/2 Ton Pickup Reg 4x2	2017	1/2 Ton Pickup 4x2, EXT CAB	F150 OR EQUAL	4 CORNER STROBES, TRAILER TOW, TOP LOADING 14" TOOL BOX W/ KEY AND SPRAY-ON BEDLINER	3519415	2018 GMC Sierra 1500 Base 4x2 Double Cab 6.6 ft. box 143.5 in. WB	12	\$443.11	\$5,298.43
1308	WTP #2	2012	Ford	F150	1FTM132297K0614	1/2 Ton Pickup Reg 4x2	2017	1/2 Ton Pickup 4x2	F150 OR EQUAL	4 CORNER STROBES, TRAILER TOW, TOP LOADING 14" TOOL BOX W/ KEY AND SPRAY-ON BEDLINER	3519415	2018 GMC Sierra 1500 Base 4x2 Double Cab 6.6 ft. box 143.5 in. WB	12	\$443.11	\$5,298.43
86	Building Officials	2008	Ford	Explorer	1FMKU031207K00772	Mid-Size SUV 4x2	2018	MID-SIZE SUV, 4 X 2	FORD EXPLORER OR EQUAL	NONE	3521339	2017 Ford Explorer Base FWD	60	\$471.30	\$5,633.86
88	Customer Service	2007	Ford	Escape	1FMYU02207K04189	Compact SUV 4x2	2018	COMPACT PICK-UP, 4 X 2	NISSAN FRONTIER OR EQUAL	4 CORNER STROBES, 1 STEP BAR & TOP LOADING 14" TOOL BOX W/ KEY, SPRAY-ON BEDLINER	3444799	2018 Nissan Frontier S 4x2 King Cab 6' box 125.9 in. WB	60	\$361.77	\$4,324.74
114	Fire	2007	Ford	Explorer	1FMKU031207K00772	Mid-Size SUV 4x4	2018	MID-SIZE SUV, 4 X 2	FORD EXPLORER OR EQUAL	NONE	3521339	2017 Ford Explorer Base FWD	60	\$471.30	\$5,633.86
409	WTP #2	2006	Ford	Escape	1FMYU02207K04189	Compact SUV 4x4	2018	SMALL SUV, 4 X 2	FORD ESCAPE OR EQUAL	NONE	3519387	2018 Ford Escape S FWD	60	\$366.43	\$4,390.07
430	Water Distribution	2008	Ford	F250	1FTNF135846A0193	3/4 Ton Pickup Reg 4x4	2018	3/4 Ton Pickup 4x2	F250 OR EQUAL	4 CORNER STROBES, TRAILER TOW, IF READY STANDARD LINE SERVICE BODY AND SPRAY-ON BEDLINER	3519401	2017 Ford F-250 XL 4x2 Regular Cab 8' box 142 in. WB SRW	60	\$534.99	\$6,394.97
931	Building Maintenance	2006	Ford	E-250 Van	1FTNE24L48D316105	3/4 Ton Van Cargo	2018	COMMERCIAL VAN	NISSAN NV2500HD OR EQUAL	BASIC SHELVING SYSTEM	3495579	2017 Nissan NV2500 S High Roof Cargo Van	60	\$456.73	\$5,459.60
NEW	Building Maintenance						2017	COMMERCIAL VAN	NISSAN NV2500HD OR EQUAL	BASIC SHELVING SYSTEM	3495579	2017 Nissan NV2500 S High Roof Cargo Van	60	\$456.73	\$5,459.60
NEW	Building Maintenance						2017	COMMERCIAL VAN	NISSAN NV2500HD OR EQUAL	BASIC SHELVING SYSTEM	3495579	2017 Nissan NV2500 S High Roof Cargo Van	60	\$456.73	\$5,459.60
NEW	Building Maintenance						2017	1/2 Ton Pickup 4x2	F150 OR EQUAL	4 CORNER STROBES, TRAILER TOW, TOP LOADING 14" TOOL BOX W/ KEY AND SPRAY-ON BEDLINER	3519415	2018 GMC Sierra 1500 Base 4x2 Double Cab 6.6 ft. box 143.5 in. WB	12	\$443.11	\$5,298.43
NEW	Electric						2017	SMALL SUV, 4 X 2	FORD ESCAPE OR EQUAL	NONE	3519387	2018 Ford Escape S FWD	60	\$366.43	\$4,390.07

CITY OF MOUNT DORA

INTERPRISE FLEET

REPLACEMENT SCHEDULE

UNIT #	DEPARTMENT	YEAR	MAKE	MODEL	VIN	ASSIGNED CATEGORY	REPLACEMENT YEAR	TO BE REPLACED WITH	COMPATIBLE TYPE VEHICLE	ADDENDS	QUOTE #	VEHICLE	Term	PAYMENT (W/ FUEL ADJUST. & ACCESS)	One Year Pre-Payment Amount
483	WWTB #2						2017	1/2 Ton Pickup #2	#180 OR EQUAL	4 CORNER STROBES, TRAILER TOW, TOP LOADING 14" TOOL BOX W/ KEY AND SPRAY-ON BEDLINER	3519415	2018 GMC Sierra 1500 Base R2 Double Cab 6.6 ft. box 143.5 in. WB	12	\$443.11	\$1,288.43
														\$72,081.96	\$183,997.55
														MONTHLY	YEARLY
														*Pricing is estimated for the 2018 Ford Escape and 2018 Nissan Frontier	
														**Pre-payment discount estimated based on current rates	
														Estimated Annual Pre-Payment Discount: \$538.97	

PURCHASING DIVISION

ATTACHMENT 1
VENDOR MASTER LEASE AGREEMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this sixteenth day of May, 2017, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

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5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

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If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights

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under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Mount Dora

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc., its attorney in fact

By:

Title:

MAYOR

Address: 510 North Baker Street
Mount Dora, FL 32757

By: Derek James

Title: Director of Finance

Address: 5442 Hoffner Avenue
Orlando, FL 32765

Date Signed: June 20, 2017

Date Signed: 6/20, 2017

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ATTACHMENT 2

VENDOR ADDENDUM TO MASTER LEASE AGREEMENT

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this 16th day of May, 2017 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the 16th day of May, 2017 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Mount Dora ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 3(g) of the Master Equity Lease Agreement is amended to read as follows:

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement. Notwithstanding the foregoing, the Lessee is not waiving its right to otherwise pursue claims against the Lessor in any manner not inconsistent with the provisions of this Agreement.

Section 9(c) of the Master Equity Lease Agreement is amended to add the following additional paragraph:

In the event Lessee notifies Lessor of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, Lessor will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and Lessor will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the Vehicle's manufacturer with respect to claims relating to such Vehicle.

Section 10 of the Master Equity Lease Agreement is amended to read as follows:

Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"), except for such loss, damage or destruction caused by the negligence or intentional misconduct of Servicer or any other agent of Lessor. In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

Except in the event of the negligence or willful misconduct of Servicer or any other agent of Lessor, to the extent permitted by Florida law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee as set forth in Section 768.28 of the Florida Statutes and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Florida law.

Section 13 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. If Lessee's financial statements are not publicly available,

Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

Section 14(g), first paragraph, of the Master Equity Lease Agreement is amended to read as follows:

(g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. (Lessor's parent company) or any direct or indirect subsidiary of The Crawford Group, Inc..

Section 14, second paragraph, of the Master Equity Lease Agreement is amended to add the following additional paragraph:

Termination: Lessee reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to Lessor. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement. Additionally, termination should not affect Lessee's obligation to pay any indemnities under this agreement.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Florida (determined without reference to conflict of law principles). Venue shall be in the circuit court of Lake County, Florida.

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the Florida State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the State of Florida or the Lessee to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the State of Florida or the Lessee fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

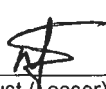
All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the 16th day of May 2017.



City of Mount Dora (Lessee)

By Nick Girone
Title: Mayor



Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By Derek James
Title: Director of Finance

ATTACHMENT 3
VENDOR MAINTENANCE AGREEMENT

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this 16th day of May 2017, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Mount Dora ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Equity Lease Agreement dated as of the 16th day of May 2017, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

Initials: EFM  Cust _____

Page 1

8. **LESSOR NOT A PARTY.** Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. **NOTICES.** Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. **MISCELLANEOUS.** This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: City of Mount Dora

EFM: Enterprise Fleet Management, Inc.



By: Nick Girone
Title: Mayor

Address: 510 North Baker Street
Mount Dora, FL 32757

Attention: _____

Facsimile No.: _____

Date Signed: June 20, 2017



By: Derek James
Title: Director of Finance

Address: 5442 Hoffner Avenue
Orlando, FL 32765

Attention: _____

Facsimile No.: _____

Date Signed: 6/20, 2017

AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this 16th day of May 2017 is attached to, and made a part of, the MAINTENANCE AGREEMENT entered into on the 16th day of May 2017 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Mount Dora ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 7 of the Maintenance Agreement is amended to add the following additional paragraph:

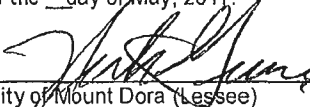
In the event Lessee notifies EFM of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, EFM will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and EFM will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the vendor or service provider with respect to claims relating to such Vehicle.

Section 10 of the Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Florida (without reference to conflict of law principles). Venue shall be in the circuit court of Lake County, Florida.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Maintenance Agreement as of the 16th day of May, 2017.



City of Mount Dora (Lessee)
By Nick Girone
Title: Mayor



ENTERPRISE FLEET MANAGEMENT, INC.
By Derek James
Title: Director of Finance



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

DATE: September 20, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Meeting Minutes
- August 22, 2022 City Council Budget Work Session
- September 6, 2022 CRA Governing Board
- September 6, 2022 Northeast CRA Governing Board
- September 6, 2022 Regular City Council

Introduction:

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

Discussion:

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

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council to approve Meeting Minutes.

Attachment(s):

1. August 22, 2022 City Council Work Session Minutes DRAFT
2. September 6, 2022 Regular City Council Minutes DRAFT
3. September 6, 2022 CRA Governing Board Minutes DRAFT
4. September 6, 2022 Northeast CRA Governing Board Minutes DRAFT

Prepared by: Jessica Burnham, City Clerk

Reviewed by: Jeanann Hand, Deputy City Clerk

Final Approval - 9/13/2022

**CITY OF
MOUNT DORA, FLORIDA**

MINUTES



**August 22, 2022 City Hall
510 N. Baker St.
Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, Mayor Crissy Stile called the Regular Session of City Council to order at 10:00 am in the Mount Dora Council Chambers.

ROLL CALL

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

Members Present

Crissy Stile, Mayor
Marc Crail, Vice-Mayor
John Cataldo, District 1
Cal Rolfson, District 2 Via Zoom
Austin Guenther, District 3
Nate Walker, District 5

Also Present

Patrick C. Comiskey, City Manager
Jessica Burnham, City Clerk

Not Present

Doug Bryant, At-Large

DISCUSSION ITEMS

1. Bonded Construction Projects Discussion

City Manager, Patrick Comiskey, provided an overview of the discussion items for the work session and stated the purpose is to get everyone positioned and be fiscally responsible.

City Manager Comiksey presented the options that the city currently has and stated these options will help us from having to borrow money.

Jim Faulkner, IT Director, spoke to the council about response times and calls for each station.

Rich Loewer, Intriem Fire Chief, provided the council history from 2016 and how, at that time, council directed the fire department to improve their ISO rating and become an accredited department.

Intriem Fire Chief Loewer spoke about how ISO ratings are scored and how a fire

department becomes accredited.

Discussion ensued on staffing, call volume, agencies going outside their jurisdictions, the data that has been presented and fire assessment fees.

Misty Taylor, Bond Attorney, spoke on the flexibility of the resolutions that were put into place and how the monies are able to be spent.

Discussion took place on stormwater problems on the current site slated for the public works building, fitch reports, and one fire station versus two fire stations.

City Council discussed the different options that had been proposed. The presentation is attached as Exhibit "A".

Steve Langley, Electric Utility Director, spoke on behalf of public works and addressed his concerns about holding off on building the public works complex.

The City Council agreed to keep fire station 34 as it currently is, moving fire station 35 to the new station 35, and looking for a new property for the public works complex. Councilmember Guenther opposed this direction to staff.

2. Update on Property Acquisition for Downtown Parking

Adam Sumner, Deputy Planning and Zoning Director, spoke about the 3rd and Baker parking lot and mentioned that the property owners next to the parking lot have agreed to sell their property. Staff is currently awaiting the appraisal report of the property.

FUTURE MEETING DATES

1. August 29, 2022, 10:00 AM, Budget Work Session
2. September 6, 2022, 6:00 PM, Regular Session
3. September 20, 2022, 6:00 PM, Regular Session
4. October 4, 2022, 6:00 PM, Regular Session

ADJOURNMENT

MOTION BY COUNCILMEMBER WALKER TO ADJOURN; COUNCILMEMBER RAIL SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 12:09 p.m.

CRISSY STILE, MAYOR
City of Mount Dora

JESSICA BURNHAM
City Clerk

DRAFT

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



**September 6, 2022
City Hall
510 N. Baker St.
Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, Mayor Crissy Stile called the Regular Session of City Council to order at 6:09 PM in the Mount Dora Council Chambers.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

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

ROLL CALL

Members Present

Crissy Stile, Mayor
Marc Crail, Vice-Mayor
John Cataldo, District 1
Cal Rolfson, District 2
Austin Guenther, District 3
Nate Walker, District 5
Doug Brynat, At-Large via
Zoom

Also Present

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

PRESENTATIONS

1. Recognition of Representative Keith Truenow for Legislative Advocacy on Behalf of Mount Dora

****This item was heard second under Presentations.***

Representative Keith Truenow spoke to the council about the past legislative session and mentioned that if there is any way to redirect revenue back to the community, that is what they are trying to make happen.

2. 2022 Legislative Session Recap and 2023 Legislative Session Preview by Ryan Matthews and Angela Drzewiecki of Gray Robinson, P.A.

****This presentation was heard first under Presentations.***

Ryan Matthews, Gray Robinson, presented Council with an overview of the 2022 Legislative Recap.

Angela Drzewiecki, Gray Robinson, discussed the financial outlook at the state level.

Mr. Matthews introduced Representative Keith Truenow

3. Certificate of Recognition for the 100th Birthday of Joyce Conliffe
Mayor Stile read the Certificate of Recognition for the 100th Birthday of Joyce Conliffe into the record and presented Ms. Conliffe with the certificate.
4. Certificate of Recognition for the 100th Birthday of Wilton Adams
Mayor Stile read the Certificate of Recognition for the 100th Birthday of Wilton Adams into the record and presented Mr. Adams with the certificate.
5. Recognition of Girl Scouts for New Little Free Library
Cathy Lunday, Library Director, introduced the Girl Scouts and spoke about how the New Little Free Library came to fruition. Baley Burkett and Lydia Mercer thanked council for allowing the installation of the Little Free Library and mentioned that they received the bronze award for completing this project.

PUBLIC COMMENTS

Mayor Stile opened public comment.

Josh Hemingway, 1177 East 5th Avenue, encouraged Council to sit down with IT Director Jim Faulkner and look over more of the data and information in regards to the Fire Department and the Public Works building.

Deina Brignoni, 1912 Hilltop Drive, inquired about the fire station and Public Works building situation.

Mayor Stile closed public comment.

APPROVAL OF AGENDA

Patrick Comiskey, City Manager, asked Council to consider moving Consent item number three to Action Item number one and moving Public Hearing item number three to Public Hearing item number one.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGENDA WITH CHANGES STATED BY CITY MANAGER COMISKEY; COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

CONSENT AGENDA

1. Request Approval of Meeting Minutes
 - August 16, 2022 City Council Regular Session
 - August 29, 2022 City Council Budget Work Session

2. Request Approval of Task Authorization with Neel-Schaffer for Phase 2 Engineering for the North Donnelly Street Sidewalk Improvements
3. Request Approval of Agreement with Rent.fun, LLC, for Self-service, Person Powered, Recreational Watercraft Rental Operator Services

**This item was moved to Action Item number one.*

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

ACTION ITEMS

1. Request Approval of Agreement with Rent.fun, LLC, for Self-service, Person Powered, Recreational Watercraft Rental Operator Services

** This item was moved from Consent item number three.*

Sherry Sutphen, City Attorney, mentioned that the vendor agreed to add protection language to paragraph B, section 8.

Mayor Stile opened public comment.

No one spoke.

Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE AGREEMENT WITH RENT.FUN, LLC, FOR SELF-SERVICE, PERSON POWERED, RECREATIONAL WATERCRAFT RENTAL OPERATOR SERVICES; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

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

NO None

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request Approval of **Resolution No. 2022-55**, Final Fire Assessment Fee for Fiscal Year 2022-2023

**This item was moved from Public Hearings item number three.*

City Attorney Sutphen read Resolution No. 2022-55, Final Fire Assessment Fee for Fiscal Year 2022-2023, by title only.

RESOLUTION NO. 2022-55

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF MOUNT DORA FOR FISCAL YEAR 2022-23; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY; PROVIDING FOR PURPOSE AND DEFINITIONS; PROVIDING FOR REIMPOSITION OF FIRE SERVICES ASSESSMENTS; PROVIDING FOR CONFIRMATION OF PRELIMINARY ASSESSMENT RESOLUTION; PROVIDING FOR EFFECT OF ADOPTION OF THIS RESOLUTION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Aneta Barton, Budget Director, provided the council with an overview of the resolution and mentioned that the fee has decreased from the last budget work session from two hundred nineteen dollars (\$219.00) to two hundred and nine dollars (\$209.00).

Mayor Stile opened public comment.

No one spoke.

Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE RESOLUTION NO. 2022-55, FINAL FIRE ASSESSMENT FEE FOR FISCAL YEAR 2022-2023; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Councilmember Rolfson
 Councilmember Walker

Councilmember Bryant
Councilmember Cataldo
Vice-Mayor Crail
Mayor Stile

NO Councilmember Guenther

2. Request Approval of **Resolution No. 2022-48**, Tentative Millage Rate for Fiscal Year 2022-2023

City Attorney Sutphen read Resolution No. 2022-48, Tentative Millage Rate for Fiscal Year 2022-2023 , by title only.

RESOLUTION NO.2022-48

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA PROVIDING FOR THE ADOPTION OF THE TENTATIVE MILLAGE RATE FOR FISCAL YEAR 2022-23; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR LEVY OF AD VALOREM TAXES AND PERCENTAGE INCREASE; PROVIDING FOR FINAL BUDGET HEARING; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ms. Barton spoke on the agenda item and stated the resolution before council proposes the millage rate for the City of Mount Dora be set at 5.9603 mills.

Mayor Stile opened public comment.

Adam Deffes, 922 North Side Drive, inquired about the millage rate from last fiscal year.

Mayor Stile closed public comment.

MOTION BY VICE-MAYOR CRAIL TO APPROVE RESOLUTION NO. 2022-48, TENTATIVE MILLAGE RATE FOR FISCAL YEAR 2022-2023; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

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

NO Councilmember Guenther

Vice-Mayor Crail restated his motion to include certain information needed for the record.

MOTION BY VICE-MAYOR CRAIL TO APPROVE RESOLUTION 2022-48, ESTABLISHING THE FINAL FISCAL YEAR 2022-2023, OPERATING MILLAGE RATE FOR THE CITY OF MOUNT DORA AT 5.9603 MILLS AND PUBLICLY ANNOUNCE THAT THE FINAL OPERATING MILLAGE RATE IS 8.31% MORE THAN THE COMPUTED ROLLED-BACK RATE OF 5.5029 MILLS AND AUTHORIZING ADVERTISEMENT OF THE CITY'S INTENT TO HOLD PUBLIC HEARINGS TO ADOPT THE FINAL MILLAGE RATE AND BUDGET; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY ROLL CALL VOTE.

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

NO Councilmember Guenther

3. Request Approval of **Resolution No. 2022-49**, Tentative Budget for Fiscal Year 2022-2023

City Attorney Sutphen read Resolution No. 2022-49, Tentative Budget for Fiscal Year 2022-2023, by title only.

RESOLUTION NO.2022-49

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF THE TENTATIVE BUDGET FOR FISCAL YEAR 2022-23; PROVIDING FOR FINAL BUDGET PUBLIC HEARING; 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.

Ms. Barton stated this resolution sets the tentative budget at one hundred thirty four million, nine hundred fifty one thousand, one hundred and fourteen dollars (\$134,951,114). This resolution also establishes the date, time, and place for the final public hearing for the budget and millage rate for fiscal year 2022-2023.

Mayor Stile opened public comment.

No one spoke.

Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE RESOLUTION NO. 2022-49, TENTATIVE BUDGET FOR FISCAL YEAR 2022-2023; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Councilmember Rolfson Councilmember Cataldo Councilmember Guenther Councilmember Walker Councilmember Bryant Vice-Mayor Crail Mayor Stile
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NO None

4. Request Approval of **Resolution No. 2022-39**, Lake Franklin Estates Final Plat (6 Lots)

City Attorney Sutphen read Resolution No. 2022-39, Lake Franklin Estates Final Plat, by title only.

RESOLUTION NO.2022-39

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA RELATED TO THE FINAL PLAT ENTITLED “LAKE FRANKLIN ESTATES”; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF FINAL PLAT; 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.

Adam Sumner, Deputy Planning Director, provided City Council with an overview of the item and stated that staff recommends approval.

Mayor Stile opened public comment.

No one spoke.

Mayor Stile closed public comment.

MOTION BY VICE-MAYOR CRAIL TO APPROVE RESOLUTION NO. 2022-39, LAKE FRANKLIN ESTATES FINAL PLAT (6 LOTS); COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

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

NO None

5. Request Approval of First Reading of **Ordinance No. 2022-12**, Amending Chapter 42 of the Code of Ordinances to allow for Electric Carriages

City Attorney Sutphen read Ordinance No. 2022-12, Amending Chapter 42 of the Code of Ordinances to allow for Electric Carriages, by title only.

ORDINANCE NO. 2022-12

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO AN AMENDMENT TO CHAPTER 42 OF THE CITY OF MOUNT DORA CODE OF ORDINANCES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Misty Sommer, Economic Development Manager, introduced the agenda item and spoke about the city staff process and mentioned that each permit would be evaluated by provisions within the ordinance.

Discussion took place on the number of permits allowed, insurance, suspension of a permit if the ordinance is violated, the cost to the company of five percent of the revenue, posting the rates to avoid price gouging, and regulating the roads for traffic impacts.

Mayor Stile opened public comment.

No one spoke.

Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE FIRST READING OF ORDINANCE NO. 2022-12, AMENDING CHAPTER 42 OF THE CODE OF ORDINANCES TO ALLOW FOR ELECTRIC CARRIAGES; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Councilmember Rolfson Councilmember Walker Councilmember Bryant Councilmember Cataldo Councilmember Guenther Vice-Mayor Crail Mayor Stile
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NO	None
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6. Request Approval of First Reading of **Ordinance No. 2022-10**, Land Development Code Amendment

City Attorney Sutphen read Ordinance No. 2022-10, Land Development Code Amendment, by title only.

ORDINANCE NO. 2022-10

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO REVISIONS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CITY OF MOUNT DORA LAND DEVELOPMENT CODE, CHAPTER II, GENERAL, CHAPTER III ZONING REGULATIONS, AND CHAPTER VIII, DEFINITIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Deputy Planning Director Sumner provided the history on the agenda item and stated that to be consistent, we have to go through making sure the land development code matches the city charter. Mr. Sumner also mentioned if the ballot measurement does not pass, this will not be in effect.

Discussion ensued on the super majority of Council having to be present, and the possibility of having the Planning and Zoning Commission review the item again, since not all members were present.

Mayor Stile opened public comment.

Josh Hemingway, 1177 East 5th Avenue, spoke about the Planning and Zoning board's recommendation.

Mayor Stile closed public comment.

Council discussed parking issues, parking garages, staff recommendations, and the vote of the Planning and Zoning Commission.

MOTION BY COUNCILMEMBER WALKER TO APPROVE THE FIRST READING OF ORDINANCE NO. 2022-10, LAND DEVELOPMENT CODE AMENDMENT; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Councilmember Walker Councilmember Cataldo Councilmember Bryant Mayor Stile
------------	--

NO Councilmember Rolfson
Councilmember Guenther
Vice-Mayor Crail

7. Request Approval of **Resolution No. 2022-56**, Establishing the *Mount Dora Cares* Program to Provide a Temporary Credit to Electric Utility Customers

Mayor Stile called the meeting to recess at 7:40 P.M.

Mayor Stille called the meeting back to order at 7:45 P.M.

Mayor Stile mentioned that there was an oversight in the motion that was made by Vice-Mayor Crail in regards to Resolution No. 2022-48, Tentative Millage Rate for Fiscal Year 2022-2023.

**The revised motion is placed under the corresponding agenda item, Resolution No. 2022-2023.*

City Attorney Sutphen read Resolution No. 2022-56, Establishing the Mount Dora Cares Program to provide a Temporary Credit to Electric Utility Customers, by title only.

RESOLUTION NO.2022-56

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, ESTABLISHING THE MOUNT DORA CARES PROGRAM TO PROVIDE A TEMPORARY CREDIT TO ELECTRIC UTILITY CUSTOMERS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF THE MOUNT DORA CARES PROGRAM; 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.

Patrick Comiskey, City Manager, spoke about the agenda item and the increasing natural gas prices and, that because of the increasing rates, staff looked at the money that was in reserve to apply for a temporary monthly credit to the accounts of all electric utility customers.

Steve Langley, Electric Utility Director, said it is difficult for our customers to pay their bills with the natural gas increases, so staff is looking into ways to help.

City Attorney Sutphen spoke about the program and stated it was acceptable.

Discussion took place on the benefits versus the non-benefits of the Resolution, residential versus commercial, those who need the money versus those who do not.

Tim Bridges, Director of Lake Community Action Agency, spoke about the different programs that are in place for assistance within Lake Community Action Agency.

Vershurn Ford, Public Information Officer, spoke about the ways the City will be marketing to streamline the Lake Community Action Agency.

The Council unanimously agreed to take no action on the resolution.

DISCUSSION ITEMS

1. Mayor Stile's Proposal for Deferred Utility Billing
2. Youth Council

City Clerk Jessica Burnham spoke about the city establishing a Youth Council and mentioned that a Resolution would be brought back to Council at the following meeting to officially create the Youth Council.

CITY MANAGER'S REPORT

City Manager Comiskey mentioned that the County would be holding a Planning and Zoning Board meeting and there is an item in regards to the Orange Groves on the agenda.

CITY ATTORNEY'S REPORT

No new claims.

COMMUNICATIONS AND REPORTS

1. Council Member Cal Rolfson
Councilmember Rolfson thanked Representative Truenow for attending the City Council meeting.
2. Council Member Nate Walker
Councilmember Walker spoke about the discussions that Council had this evening.
3. Council Member Doug Bryant
Councilmember Bryant apologized for not being in person at the meeting and stated he would be back for the meeting on the 20th.
4. Council Member John Cataldo

Councilmember Cataldo thanked George Marek for his response in regards to a damaged tree, Vershurn Ford for bringing Lake Community Action Agency to the meeting, Misty Sommer for her involvement with tourism, and Jessica Burnham for establishing a Youth Council. Councilmember Cataldo mentioned the City has a terrific staff.

5. Council Member Austin Guenther

Councilmember Guenther mentioned that he appreciated Councilmember Walker's comments.

6. Vice-Mayor Marc Crail

Vice-Mayor Crail spoke about the meeting and stated he is very thankful to be part of the community.

7. Mayor Crissy Stile

Mayor Stile thanked all of staff and Council and stated her respect for each of them.

FUTURE MEETING DATES

1. September 20, 2022, 6:00 PM, Regular Session
2. October 4, 2022, 6:00 PM, Regular Session
3. October 18, 2022, 6:00 PM, Regular Session
4. November 1, 2022, 6:00 PM, Regular Session

ADJOURNMENT

MOTION BY COUNCILMEMBER ROLFSON TO ADJOURN; COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 8:54 P.M.

CRISSY STILE, MAYOR

City of Mount Dora

JESSICA BURNHAM

City Clerk

**CITY OF
MOUNT DORA, FLORIDA
CRA BOARD
MINUTES**



September 6, 2022

CALL TO ORDER

Having been duly advertised as required by law, Chairperson Crissy Stile called the CRA Governing Board to order at 6:00 PM in the Mount Dora Council Chambers.

ROLL CALL

Members Present

Crissy Stile, Chairperson
Marc Crail, Vice-Chairperson
John Cataldo, District 1
Cal Rolfson, District 2
Austin Guenther, District 3
Nate Walker, District 5
Doug Bryant, At-Large via zoom

Also Present

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

PUBLIC COMMENTS

CONSENT AGENDA

ACTION ITEMS

1. Request Approval of **Resolution No. 2022-57**, CRA Fiscal Year 2022-2023 Budget

City Attorney Sherry Sutphen read Resolution No. 2022-57, CRA Fiscal Year 2022-2023, by title only.

RESOLUTION NO. 2022-2023

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE APPROVAL AND ADOPTION OF THE FISCAL YEAR 2022-2023 BUDGET PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF GRANT AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Adam Sumner, Deputy Planning Director, spoke on the agenda item and stated the CRA

Governing Board has to approve the budget prior to the Council accepting the budget.

MOTION BY VICE-CHAIR CRAIL TO APPROVE RESOLUTION NO. 2022-57, CRA FISCAL YEAR 2022-2023 BUDGET; BOARDMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Vice-Chair Crail
 Boardmember Cataldo
 Boardmember Rolfson
 Boardmember Guenther
 Boardmember Walker
 Boardmember Bryant
 Chairperson Stile

NO None

DISCUSSION ITEMS

OTHER BUSINESS

ADJOURNMENT

MOTION BY BOARDMEMBER ROLFSON TO ADJOURN; BOARDMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 6:05 P.M.

CRISSY STILE, CHAIRPERSON
City of Mount Dora

JESSICA BURNHAM
City Clerk

**CITY OF
MOUNT DORA, FLORIDA
NORTHEAST CRA BOARD
MINUTES**



September 6, 2022

CALL TO ORDER

Having been duly advertised as required by law, Chairperson Crissy Stile called the Northeast CRA Governing Board to order at 6:05 P.M. in the Mount Dora Council Chambers.

ROLL CALL

** Was already taken in the previous meeting. Everyone was still present.*

PUBLIC COMMENTS

CONSENT AGENDA

ACTION ITEMS

1. Request Approval of **Resolution No. 2022-58**, Northeast CRA Fiscal Year 2022-2023 Budget

City Attorney Sutphen read Resolution No. 2022-58, Northeast CRA Fiscal Year 2022-2023 , by title only.

RESOLUTION NO.2022-58

A RESOLUTION OF THE NORTHEAST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE APPROVAL AND ADOPTION OF THE FISCAL YEAR 2022-2023 BUDGET PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; 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.

Adam Sumner, Deputy Planning and Zoning Director, introduced the agenda item and provided the council with an overview. Mr. Sumner spoke on how the Northeast CRA saw an increase in revenues due to the new construction of Dora Landing.

Chairperson Stile opened public comment

No one spoke

Chairperson Stile closed public comment

MOTION BY BOARDMEMBER ROLFSON TO APPROVE RESOLUTION NO. 2022-58, NORTHEAST CRA FISCAL YEAR 2022-2023 BUDGET; BOARDMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Boardmember Rolfson
 Boardmember Walker
 Boardmember Bryant
 Boardmember Cataldo
 Boardmember Guenther
 Vice-Chair Crail
 Chairperson Stile

NO None

DISCUSSION ITEMS

OTHER BUSINESS

ADJOURNMENT

MOTION BY BOARDMEMBER ROLFSON TO ADJOURN; BOARDMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 6:07 P.M.

CRISSY STILE, CHAIRPERSON
City of Mount Dora

JESSICA BURNHAM
City Clerk



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

DATE: September 20, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request for approval for Mayor to sign a letter to Lake County BCC for directions related to Mount Dora Groves development; and request permission for City staff to represent the City in upcoming Lake County public hearings regarding this matter.

Introduction:

This is an opportunity for Council and staff to discuss the Mount Dora Groves development and the Lake County JPA agreement.

Discussion:

The Planning and Development Department is in receipt of comprehensive plan amendments and zoning applications affecting property within the Mount Dora Joint Planning Area (JPA). City staff has worked diligently to communicate project issues related to requested land use changes, proposed housing types, density, development design standards, and other aspects of a similar land use and proposed planned unit development zoning district (PUD). The staff has noted utility requirements and other aspects of the JPA. Attachment 1 outlines the City's position as outlined in the JPA, and provided a list of numerous Land Development Code deficiencies.

The staff communicated to the County various city standards starting in February 2002 (Attachment #2 is a series of staff responses better pertaining to the proposed development). The County is proceeding with the development at the October 4, 2022 BBC meeting.

The full Joining Planning Agreement (JPA) is included with this staff report as Attachment #3. Attachment 4 is a drawing of the layout of the two projects located on the north and south sides of UD+S Hwy.441.

Budget Impact:

No budget aspects or impacts related to this matter.

Strategic Impact:

GOAL 1: Economic Development

Recommendation:

Request for approval for Mayor to sign a letter to Lake County BCC for directions related to Mount Dora Groves development; and request permission for City staff to represent the City in upcoming Lake County public hearings regarding this matter.

Attachment(s):

1. Attachment 1 Mount Dora Groves - Mayor Letter 9-20-2022
2. Attachment 2 City Response Letters (Project MD Groves) Complied
3. Attachment 3 JPA Agreements
4. Attachment 4 Mount Dora Groves Plans

Prepared by: Jeanann Hand, Deputy City Clerk

Reviewed by: Vince Sandersfeld, Planning and Development Director

Sherry Sutphen, City Attorney

Jessica Burnham, City Clerk

Jeanann Hand, Deputy City Clerk

Patrick Comiskey, City Manager

Approved - 9/15/2022

Approved - 9/15/2022

Approved - 9/15/2022

Approved - 9/15/2022

Final Approval - 9/15/2022



CITY OF
MOUNT
DORA

Someplace Special.

September 20, 2022

Lake County Board of County Commissioners
c/o Chairman Parks
315 West Main Street
P.O. Box 7800
Tavares, Florida 32778
By Email: sparks@lakecountyfl.gov

RE: Mt Dora Groves South – US Highway 441
Comprehensive Plan Amendment (AR#4845)
Rezoning (AR#4844)

Mt Dora Groves North – US Highway 441
Comprehensive Plan Amendment (AR#4843)
Rezoning (AR#4842)

Dear Honorable Mr. Parks,

The City of Mount Dora is in receipt of the above-referenced comprehensive plan amendments and zoning applications affecting property within the Mount Dora Joint Planning Area (JPA). City staff has worked diligently to communicate project issues related to requested land use changes, proposed housing types, density, development design standards, and other aspects of the developments. During the City's review of the application submitted for these properties, the City consistently explained the importance of adhering to the City's vision for developments within the heart of the City of Mount Dora and along US Highway 441. Staff has provided written comments communicating the lack of design standards within the development and our input has not been included in the drafted ordinances.

This project is located within the middle of the City of Mount Dora and any development must to be considered by the City to ensure our standards are reflected on development within our jurisdiction.



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510 N. Baker St. Mount
Dora, FL 32757



Lake County Board of County Commissioners
September 20, 2002

The following are numerous items, which have been continuously communicated by City staff to County staff, in which the proposed development is lacking for consistency with the City's design and performance standards:

1. Pre-cast wall systems are not a design standard in keeping with the high quality excepted for developments within Mount Dora. Proposed walls must be constructed of masonry and with either stone or brick finish (both sides). Columns are required with sufficient intervals (25 feet spacing) with decorative type stone caps (pre-fab type construction wall systems are unacceptable).
2. Design standards must include parking ratio per code, guest parking is missing, housing setbacks is not consistent with standard multiple-family uses, garage requirements, landscape buffering meeting multifamily standards,
3. Building height limitation (maximum 35 feet).
4. Residential design standards overlay zoning district of Section 6.14.
5. The applicant included a supplemental document with the August 5, 2022 resubmittal packet listed as "*Commercial Design Guidelines Mount Dora Groves South_08.05.22*"; however, this document is only a portion of commercial design and sit requirements. The commercial section of the development must meet all standards enumerated with Section 6.13, City's LDC.
6. All single-family and duplex housing types are required to provide minimum one-car garage.
7. Mount Dora Groves North: Provide a multi-use trail (sufficient width to accommodate golf carts) with public access between Loch Leven Landing (Publix) shopping center and the Country Club of Mount Dora Developments. In lieu of the trail, provide true frontage roadway connecting Country Club Mount Dora to Public Shopping Center.
8. Trail surface material to be either asphalt or concrete (gravel is unacceptable material).
9. Discussion and proposed configuration of Limit Avenue and Grandview Street intersection improvements, such as a round-a-bout will require City input and review of proposed impacts to the City's planned site located off Limit Avenue.
10. Coordinate ingress/egress access point to City's planned facilities (Alt Key No. 3916155).
11. Grandview Street extension is missing a significant promenade type feature to continue landscaping and hardscape theme of the existing Grandview Street promenade at Dora Landings. This landscape area to be designed as a liner park with sufficient open space and width (canopy tree row, benches, hardscape, art-work, etc.).
12. Provide decorative street light poles and fixtures within the right-of-way of the Grandview Street and Fiddler Drive extensions (side note: Fiddler is listed as a "Drive" and not a "Lane"). The light pole and fixture to match Dora Landings subdivision. All lighting (street and private areas) must meet dark sky principals and requirements.

Lake County Board of County Commissioners
September 20, 2002

Without the above matters being addressed, the City of Mount Dora objects to the proposed development. Furthermore, the failure to adhere to the City's standards violates the spirit of the County/City JPA.

We appreciate the opportunity to review and comment on the applications and respectfully request that the County honor our JPA, and require these projects to comply with the City's design standards, to ensure consistency and compatibility with our municipality and our City's vision.

Sincerely,

Mayor Crissy Stile
MAYOR of the City of Mount Dora, Florida

Cc: Vice-Chair Mr. Kirby Smith
Commissioner Mr. Douglas B. Shields
Commissioner Ms. Leslie Shamrock Campione
Commissioner Mr. Josh Blake



**CITY OF
MOUNT
DORA**

PLANNING AND DEVELOPMENT

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

Office of the City Manager
352-735-7126
Fax: 352-735-4801

Finance Department
352-735-7118
Fax: 352-735-1406

Human Resources
352-735-7106
Fax: 352-735-9457

Planning and Development
352-735-7112
Fax: 352-735-7191

City Hall Annex
900 N. Donnelly St.
Mount Dora, FL 32757

Parks and Recreation
352-735-7183
Fax: 352-735-3681

Public Safety Complex
1300 N. Donnelly St.
Mount Dora, FL 32757

Police Department
352-735-7130
Fax: 352-383-4623

Fire Department
352-735-7140
Fax: 352-383-0881

Public Works Complex
1250 N. Highland St.
Mount Dora, FL 32757
352-735-7151
Alt. Tel: 352-735-7105
Fax: 352-735-1539
Alt. Fax: 352-735-2892

W. T. Bland Public Library
1995 N. Donnelly St.
Mount Dora, FL 32757
352-735-7180
Fax: 352-735-0074

Website:
www.cityofmoundora.com

February 24, 2022

Cecelia.bonifay@akerman.com

Ms. Cecelia Bonifay, Esq.
Akerman, LLP
420 South Orange Avenue, Suite 1200
Orlando, FL 32801

RE: Application for Pre-Submittal Mount Dora Groves
Alternate Key Nos.: 1445698, 1445655, 1445671, and 3884341

Dear Ms. Bonifay:

The City of Mount Dora is in receipt of the above-referenced zoning request. Please be advised of the following review comments from the City of Mount Dora:

1. Pursuant to JPA between the City of Mount Dora and Lake County, Article III, Section 5, Utility Agreement(s) with covenant to annex and other conditions at the discretion of the City, shall be required prior to agreeing to provide utility services outlining, among other items, timing of utilities for connection to the City's central systems, and specific uses of the site.
2. Pursuant to the City/County JPA agreement, development plans will require site plan/plat reviews by the City pursuant to the City's normal plan review process meeting the requirements of the City's Land Development Code. A full set of drawings will be required along with processing application fees.
3. The developer will be obligated to pay all appropriate utility connection and impact fees.
4. Additional comments may be forthcoming once the City receives the formal application submittal. The items above are associated with the pre-submittal request to Lake County.

If you have any comments or questions, please do not hesitate to contact my office at 352-735-7112.

Sincerely,

Vince
Sandersfeld
Vince Sandersfeld
Vince Sandersfeld
Planning and Development Director

Digitally signed by
Vince Sandersfeld
Date: 2022.02.24
13:34:44 -05'00'

Cc: Mr. Patrick Comiskey, City Manager
Ms. Sherry Stuphen, City Attorney
Mr. Josef Grusauskas, Utilities & Plant Operations Director
Mr. Christopher D. Gaw, P.E. City Utilities Engineer
Ms. Jennifer Barker, Interim County Manager jbarker@lakecountyfl.gov
Ms. Cari Branco, Lake County Assistant County Manager – cbranco@lakecountyfl.gov
Ms. Michele Janiszewski, Lake County Chief Planner – mjaniszewski@lakecountyfl.gov
Mr. Chad O'Brien, Brochman, LLC – cobrien@beringhomes.com
Mr. Jim Hall, Hall Development Services – jimhall@halldsi.com



**CITY OF
MOUNT
DORA**

PLANNING AND DEVELOPMENT

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Alt. Tel: 352-735-7105
Fax: 352-735-1539
Alt. Fax: 352-735-2892

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1995 N. Donnelly St.
Mount Dora, FL 32757
352-735-7180
Fax: 352-735-0074

Website:
www.cityofmountdora.com

May 3, 2022

jbarker@lakecountyfl.gov

Lake County Board of County Commissioners
Attn: Ms. Jennifer Barker, County Manager
315 West Main Street
P.O. Box 7800
Tavares, Florida 32778

RE: Mt Dora Groves South – US Highway 441
Comprehensive Plan Amendment (AR#4845)
Rezoning (AR#4844)

Mt Dora Groves North – US Highway 441
Comprehensive Plan Amendment (AR#4843)
Rezoning (AR#4842)

Dear Ms. Barker:

The City of Mount Dora is in receipt of the above-referenced comprehensive plan amendments and zoning applications affecting property within the Mount Dora Joint Planning Area (JPA). Please be advised of the following requirements from the City of Mount Dora:

Pursuant to Article III, Section 5 the City/County JPA agreement states on line 4, page 11: *“If the City notifies the County as part of a Development Order application review process that annexation will be required because of the provisions of City utilities to the development and the property is located within the JPA and contiguous to the City’s boundary, the County shall not approve a Development Order, but shall require the Development Order applicant to annex and submit to the City’s development process unless less the City refuses to provides utilities per this section...”*

The proposed developments will require connection to the City’s central water and sewer system, as indicated on the applications submitted to the County. Based on this requirement, and the above referenced JPA provision, all Development Orders, as defined by the JPA, for the subject property must be reviewed and considered by the City of Mount Dora. Development Order is defined in the JPA to include both Comprehensive Plan Amendments and Rezoning.

Page 2

Development applications for these properties were originally submitted to the City for review. City staff worked diligently to communicate project issues related to requested land use changes, proposed housing types, density, development design standards, and other aspects with a similar land use and proposed planned unit development zoning district (PUD).

During the City's review of the application submitted for these properties, Planning staff consistently explained the importance of adhering to the City's vision for developments within the heart of the City of Mount Dora and along US Highway 441. This project is located within the middle of the City of Mount Dora and any development must be considered by the City to ensure our standards are reflected on development within our jurisdiction.

With that said, the City/Lake County JPA is clear. Development Order is defined in the JPA to include both Comprehensive Plan Amendments and Rezonings and no Development Order can be issued by the County and lands within the confines of the JPA must be annexed to be served by the City's central utility services.

If you have any comments or questions, please do not hesitate to contact my office at 352-735-7112.

Sincerely,
Vince Sandersfeld
Planning and Development Director

Digitally signed by
Vince Sandersfeld
Date: 2022.05.03
07:45:17 -04'00'

Vince Sandersfeld
Vince Sandersfeld

Cc: Mr. Patrick Comiskey, City Manager
Ms. Sherry Sutphen, City Attorney
Mr. Josef Grusauskas, Utilities & Plant Operations Director
Mr. Christopher D. Gaw, P.E. City Utilities Engineer
Mr. Bobby Howell, Director of Planning & Zoning – bobby.howell@lakecountyfl.gov
Ms. Janie Barrón, Chief Planner – jbarron@lakecountyfl.gov
Ms. Emily Johnson, Case Manager – EWJohnson@lakecountyfl.gov
Mr. Chad O'Brien, Brochman, LLC – cobrien@beringhomes.com
Mr. Jim Hall, Hall Development Services – jimhall@halldsi.com



CITY OF
MOUNT
DORA

Someplace Special.

July 27, 2022

Lake County Board of County Commissioners
Attn: Ms. Jennifer Barker, County Manager
315 West Main Street
P.O. Box 7800
Tavares, Florida 32778
By Email: jbarker@lakecountyfl.gov

RE: JPA Projects:

Mt Dora Groves South – US Highway 441
Comprehensive Plan Amendment (AR#4845)
Rezoning (AR#4844)

Mt Dora Groves North – US Highway 441
Comprehensive Plan Amendment (AR#4843)
Rezoning (AR#4842)

Dear Ms. Barker:

The City of Mount Dora is in receipt of resubmittal documents and drawings pertaining to the above-referenced applications affecting property within the Mount Dora Joint Planning Area (JPA). Planning and Development Department on July 14, 2022, received via email re-submittal packets for the above-referenced land use and zoning changes. Staff reiterates the items of our previous correspondence dated May 3, 2022, and these items shall be included by reference.

During the City's previous review of the application submitted for these properties, Planning Staff consistently explained the importance of adhering to the City's vision for developments within the heart of the City of Mount Dora and along U.S. Highway 441. This project is located within the middle of the City of Mount Dora and any development must be considered by the City to ensure our standards are reflected on new development within our jurisdiction based on JPA. The following are numerous items, which is not an exhaustive list of design components

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510 N. Baker St. Mount
Dora, FL 32757



of the proposed development, which the City wishes to provide to the County for consideration. Pursuant to the JPA, development standards and uses are to reflect the higher quality of either City or County Land Development Code standards. Staff offers the following:

1. Mount Dora Groves North: Provide a multi-use trail (sufficient width to accommodate golf carts) with public access between Loch Leven Landing (Publix) shopping center and the Country Club of Mount Dora Developments. In lieu of the trail, provide true frontage roadway connecting Country Club Mount Dora to Public Shopping Center.
2. Mount Dora Groves South: Provide decorative street light poles and fixtures within the right-of-way of the Grandview Street and Fiddler Drive extensions (side note: Fiddler is listed as a “Drive” and not a “Lane”). The light pole and fixture to match Dora Landings subdivision. All lighting (street and private areas) must meet dark sky principals and requirements.
3. Mount Dora Groves South: Non-residential development shall adhere to the City of Mount Dora’s Commercial Architectural and Site Design Requirements established in Section 6.13, Land Development Code, City of Mount Dora, Florida.
4. Mount Dora Groves South: As planning staff discussed and stated during the submittal of a similar development proposal to the City in January 2022, the percentage of the proposed multi-family detached community is too high of a ratio for a development of this size. If the proposed design standards were in more aligned with traditional requirements, the percentage of multifamily would be decreased and more in consistent with character of Mount Dora. Design standards of concern include parking ratio, guest parking, housing setbacks, garage requirements, landscape buffering meeting multifamily standards, building height limitation (maximum 35 feet), and building architecture and elements (Section 3.4.4.5.b. City’s LDC).
5. Mount Dora Groves South: Provide a public vehicle and pedestrian connection to Bristol Lakes Road to support the development of the frontage road. Emergency access only restriction is not sufficient in meeting the “ultimate frontage roadway” from Limit Avenue to Donnelly Street. The public roadway connection to Bristol Lakes Road is required. This issue of the proposed development for emergency access only is unacceptable.
6. Discussion and proposed configuration of Limit Avenue and Grandview Street intersection improvements, such as a round-a-bout will require City input and review of proposed impacts to the City’s planned fire station/EOC site located off Limit Avenue.

7. Coordinate ingress/egress access point to City's planned fire station/EOC (Alt Key No. 3916155).
8. Proposed walls must be constructed of masonry and with either stone or brick finish (both sides). Columns are required with sufficient intervals (25 feet spacing) with decorative type stone caps (pre-fab type construction wall systems are unacceptable).
9. Grandview Street extension is missing a significant promenade type feature to continue landscaping and hardscape theme of the existing Grandview Street promenade at Dora Landings. This landscape area to be designed as a liner park with sufficient open space and width (canopy tree row, benches, hardscape, art-work, etc).

If you wish to discuss or have any comments or questions, please do not hesitate to contact my office at 352-735-7112.

Sincerely,

Vince

Sandersfeld

Vince Sandersfeld
Vince Sandersfeld,

Digitally signed by

Vince Sandersfeld

Date: 2022.07.27

15:50:02 -04'00'

Planning and Development Director

Cc: Mr. Patrick Comiskey, City Manager

Ms. Sherry Stuphen, City Attorney

Mr. Christopher D. Gaw, P.E. City Utilities Engineer

Ms. Michele Janiszewski, AICP, Senior Planner

Mr. Bobby Howell, Director of Planning & Zoning – bobby.howell@lakecountyfl.gov

Ms. Janie Barrón, Chief Planner – jbarron@lakecountyfl.gov

Ms. Emily Johnson, Case Manager – EWJohnson@lakecountyfl.gov

Mr. Chad O'Brien, Brochman, LLC – cobrien@beringhomes.com

Mr. Jim Hall, Hall Development Services – jimhall@halldsi.com



CITY OF
MOUNT
D O R A

Someplace Special.

August 18, 2022

Lake County Board of County Commissioners
Attn: Ms. Jennifer Barker, County Manager
315 West Main Street
P.O. Box 7800
Tavares, Florida 32778
By Email: jbarker@lakecountyfl.gov

RE: RE-SUBMITTAL PACKETS RECEIVED ON AUGUST 15, 2022

Mt Dora Groves South – US Highway 441
Comprehensive Plan Amendment (AR#4845)
Rezoning (AR#4844)

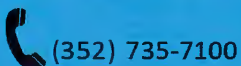
Mt Dora Groves North – US Highway 441
Comprehensive Plan Amendment (AR#4843)
Rezoning (AR#4842)

Dear Ms. Barker:

The City of Mount Dora is in receipt of the resubmittal documents and drawings pertaining to the above-referenced projects. Staff reiterates the items of our previous correspondence dated May 3, 2022, and these items shall be included by reference.

Staff offers the following comments:

1. Trail surface material to be either asphalt or concrete (gravel is unacceptable material).
2. As stated in City's previous review pre-cast wall systems are not a design standard in keeping with the high quality expected for developments within Mount Dora. Illustration #15 of Section 6.13 of the City's Land Development Code (wall example next page).



www.CityofMountDora.com



510 N. Baker St. Mount
Dora, FL 32757



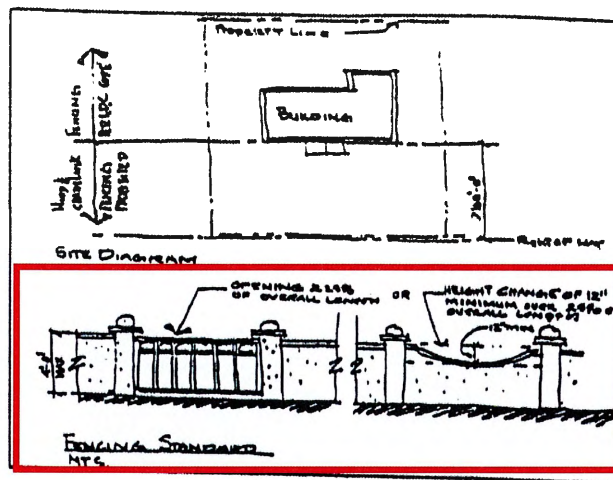


Illustration 15

For additional clarification, Mount Dora discouraged community walls type of buffering treatment for residential communities. If walls are so proposed, which is not the City's preference, the materials must be high quality and design with landscaping screening, etc. That is why staff noted the wall material standards in my previous correspondence. For example, the recent Lakeside Waterman Village retirement community provided wright-iron type (I believe the fence is aluminum rails) with stone columns. This type of open fencing tends to be acceptable treatment.

If you wish to discuss or have any comments or questions, please do not hesitate to contact my office at 352-735-7112.

Sincerely,

Vince

Sandersfeld

Vince Sandersfeld
Vince Sandersfeld,

Planning and Development Director

Digitally signed by

Vince Sandersfeld

Date: 2022.08.18

07:39:39 -04'00'

Cc: Mr. Patrick Comiskey, City Manager

Ms. Sherry Stuphen, City Attorney

Mr. Christopher D. Gaw, P.E. City Utilities Engineer

Ms. Michele Janiszewski, AICP, Senior Planner

Mr. Bobby Howell, Director of Planning & Zoning – bobby.howell@lakecountyfl.gov

Ms. Janie Barrón, Chief Planner – jbarron@lakecountyfl.gov

Ms. Emily Johnson, Case Manager – EWJohnson@lakecountyfl.gov

Mr. Chad O'Brien, Brochman, LLC – cobrien@beringhomes.com

Mr. Jim Hall, Hall Development Services – jimhall@halldsi.com

Ms. Cecelia Bonifay, Esq. – cecilia.bonifay@akerman.com

1 **CITY OF MOUNT DORA - LAKE COUNTY**

2 **JOINT PLANNING AGREEMENT**

3 This Joint Planning Agreement is made and entered this 28th day of September
4 2004 by and between the City of Mount Dora, a Florida Municipal Corporation (the "City") and
5 Lake County, Florida, a political subdivision of the State of Florida (the "County").

6 **PREAMBLE**

7 WHEREAS, the County and the City recognize that proper intergovernmental
8 coordination is essential for sound growth management; and

9 WHEREAS, the County and City seek to have compatible land uses adjacent to their
10 common boundary; and

11 WHEREAS, pursuant to Part II of Chapter 163, Florida Statutes, the Local Government
12 Comprehensive Planning and Land Development Regulation Act (the "Act"), and Chapters 9J-5
13 and 9J-12, Florida Administrative Code, the City and the County adopted and subsequently
14 amended Comprehensive Plans (the "Comprehensive Plan(s)"); and

15 WHEREAS, the State Comprehensive Plan requires local governments to direct
16 development to those areas which have in place the land and water resources, physical abilities
17 and service capacities to accommodate growth in an environmentally acceptable manner and use
18 incentives and disincentives to achieve a separation of urban and rural land uses; and

19 WHEREAS, the State Comprehensive Plan requires local governments to protect the
20 substantial investment in public facilities which already exists and to plan for and finance new
21 facilities in a timely, orderly and efficient manner; and

 Mount Dora/Lake County JPA – August 23, 2004

1 WHEREAS, the City and the County are desirous of engaging in joint efforts to
2 comprehensively plan certain areas within the City limits of the City of Mount Dora and as well
3 as certain areas located within the boundaries of Lake County, (the "Joint Planning Area" or the
4 "JPA"); and

5 WHEREAS, the JPA, as depicted in Exhibit "A," delineates areas to which the City of
6 Mount Dora is providing utility and other municipal services or intends to provide utility and
7 other municipal services within the next five years; and

8 WHEREAS, the City and the County wish to agree on certain procedures for the timely
9 review and processing of annexation and development proposals within the JPA; and

10 WHEREAS, there is no intent for this Agreement to restrict the County's authority to
11 amend its Comprehensive Plan, Official Zoning Map, or apply land development regulations
12 consistent with the provisions contained herein or otherwise to make land use decisions for
13 unincorporated areas within the JPA; and

14 WHEREAS, there is no intent for this Agreement to restrict the City's authority to amend
15 its Comprehensive Plan, Official Zoning Map, or apply land development regulations consistent
16 with the provisions contained herein, or otherwise to make land use decisions for lands within
17 the corporate boundaries of the City or within the JPA should such lands be annexed by City; and

18 WHEREAS, this joint planning agreement (this "Agreement") will provide a basis for
19 the evaluation of future development applications and annexation proposals as well as for the
20 adequate provision of public services; and

21 WHEREAS, the City and County wish to identify a joint planning area and have

Mount Dora/Lake County JPA – August 23, 2004

1 determined that a joint planning agreement will foster intergovernmental coordination and
2 cooperation, economical provision of services, including police, fire and other services, and
3 adequate utilization of existing and proposed infrastructure; and

4 WHEREAS, this Agreement provides the City and the County with ample opportunities
5 for renegotiation in response to changed circumstances, including the ability to seek refinement
6 or expansion of the Joint Planning Area; and

7 WHEREAS, public hearings with due public notice have been held by the City and the
8 County prior to approval of this Agreement and as set forth in Section 163.3171(3), Florida
9 Statutes; and

10 WHEREAS, it is the intent of the City and the County that this Agreement shall be
11 immediately applicable to any issuance of a Development Order, as defined in Article II of this
12 Agreement, for a parcel of land located in the JPA and submitted to the County or the City after
13 the effective date of this agreement; and

14 WHEREAS, annexation of properties can affect the responsibility for maintenance of
15 public facilities such as roadways and drainage facilities; and

16 WHEREAS, the County and the City desire to enter into this Joint Planning Agreement to
17 address post-annexation issues related to road right-of-way and drainage facility maintenance
18 responsibility as well as development order requests within the Joint Planning Area; and

19 WHEREAS, it is desirable for the City and the County to enter into such an agreement to
20 better identify areas proposed for future municipal service, and jurisdiction and to ensure better
21 coordination of government services and reduce or eliminate substantial future non-conformities;

Mount Dora/Lake County JPA – August 23, 2004

1 and

2 WHEREAS, the establishment of this agreement will provide for a better defined
3 boundary between the City and the County including the elimination of enclaves and reduce
4 confusion to residents and service providers; and

5 WHEREAS, the agreement will facilitate the flow of information regarding land
6 development issues between the City and the County; and

7 WHEREAS, the City and County desire to provide opportunities for employment in
8 proximity to nearby populations centers, and uphold this mutual objective as a tenant of smart
9 growth; and

10 WHEREAS, the City and County recognize Mount Dora and the unincorporated area of
11 Sorrento/Mount Plymouth as distinctive communities, and desire to protect the unique character
12 of each; and

13 WHEREAS, the City and County recognize the scenic nature of Wolfbranch Road and
14 character of established residential neighborhoods appurtenant to this roadway corridor; and

15 WHEREAS, the City and County affirm a shared commitment to furthering
16 transportation and conservation objectives of the Wekiva River Basin Coordinating Committee
17 as set forth by the Wekiva Parkway and Protection Act, Part III, Chapter 369, Florida Statutes
18 (2004);

19 NOW, THEREFORE, in consideration of the mutual covenants set forth in this
20 Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the
21 County agree with each other to create and participate in this Agreement as follows:

Mount Dora/Lake County JPA – August 23, 2004

1 **ARTICLE I - INCORPORATION OF PREAMBLE**

2 1. Incorporation of Preamble. The preamble above is true and correct and is
3 incorporated into this Agreement as if fully set forth below. This Agreement shall be considered
4 an interlocal agreement pursuant to the authority given to the County and the City, including the
5 authority found within, but not limited to, Sections 163.01, 163.3171, and 163.3177(6)(h)1.a,
6 Florida Statutes (2003), as well as Chapter 125, Chapter 166 and Chapter 171, Florida Statutes
7 and the Constitution of the State of Florida.

8 **ARTICLE II - DEFINITIONS**

9 1. Act. Means the "Local Government Comprehensive Planning and Land
10 Development Regulation Act" set forth in Section 163.3161 *et. seq.*, Florida Statutes, as the same
11 may be amended or superseded from time to time.

12 2. Agreement. Means this Agreement, as the same may be amended or
13 supplemented as provided for herein.

14 3. City. Means the City of Mount Dora, a Florida municipal corporation.

15 4. City Comprehensive Plan. Means the comprehensive plan of the City adopted
16 pursuant to the Act, as amended from time to time.

17 5. City Council. Means the elected legislative governing board of the City of Mount
18 Dora .

19 6. Collector Road. Means the type of road that provides for movement between
20 local streets and the regional road network. A collector road may include an arterial road.

21 7. County. Means Lake County, Florida, a political subdivision of the State of

 Mount Dora/Lake County JPA – August 23, 2004

1 Florida.

2 8. County Commission. Means the elected legislative governing board of Lake
3 County.

4 9. County Comprehensive Plan. Means the comprehensive plan of the County
5 adopted pursuant to the Act, as amended from time to time.

6 10. County-Maintained Roads. Means roadways, or segments thereof, along with
7 associated drainage facilities, actually maintained or required to be maintained by the County,
8 which may or may not have been transferred to the County for maintenance responsibility by the
9 State of Florida as outlined in Chapter 335, Florida Statutes, as amended or superseded from time
10 to time.

11 11. Development. Means development as set forth in Sections 163.3164(6) and
12 380.04, Florida Statutes (2003), as amended or superseded from time to time.

13 12. Employment Center. Means an area in which light industrial, wholesale,
14 manufacturing and assembly uses, offices and combinations of these uses are appropriate, as
15 designated on the Lake County Future Land Use Map.

16 13. Enclave. Means enclave as set forth in Section 171.031, Florida Statutes (2003),
17 as amended or superseded from time to time.

18 14. Future Land Use Element. Means to that section of either the City's or the
19 County's Comprehensive Plan, which includes all of the requirements of Section 163.3177(6)(a),
20 Florida Statutes (2003), as the same may be amended or renumbered from time to time.

21 15. Governing Body. Means, in the case of the County, the County Commissioners,

Mount Dora/Lake County JPA – August 23, 2004

1 and in the case of the City, the City Council.

2 16. Infrastructure or Utility Improvements. Means any proposed sewer, water, reuse
3 water, stormwater, right-of-way, roadway, electric, gas, telecommunication, park, open space,
4 public building, public utility, public drainage, or public retention owned or operated by a local
5 government or private entity.

6 17. Joint Planning Area or JPA. Means that area depicted in Exhibit "A."

7 18. JPA Map. Means and refers to the map attached hereto and incorporated herein
8 by reference as Exhibit "A", which designates parcels of land encompassed by this Agreement.

9 19. Land Development Regulations. Means ordinances enacted by the City or the
10 County for the regulation of any aspect of land development.

11 20. Local Planning Agency or LPA. Means the respective recommending agencies
12 appointed by the County Commission or City Council to review comprehensive plan and Land
13 Development Regulation amendments, and designated as the "local planning agency" pursuant to
14 Section 163.3174, Florida Statutes. The City LPA is currently the City Planning and Zoning
15 Commission. The County LPA is currently the Land Planning Agency (Planning Board).

16 21. Non-conforming use. Means existing land use that is prohibited by current
17 regulations.

18 22. Parcel of Land. Means any quantity of land capable of being described with such
19 precision or exactness that its location and boundaries may be established, which is designated by
20 the City, by the County, or by its owner or developer as land to be used or developed as a unit or
21 which has been used or developed as a unit.

Mount Dora/Lake County JPA – August 23, 2004

1 23. Professional Employment Center. Means an area in which light industrial,
2 offices, and combinations of these uses are appropriate, as designated on the Lake County Future
3 Land Use Map.

4 24. Significant Development Order. Means any determination or decision requiring
5 either legislative, quasi-judicial, or administrative review and approval by either governing body
6 related to annexations or Covenant to Annex agreements, comprehensive plan amendments, site
7 plans (excluding those resulting in less than a fifty percent (50%) expansion of a building, unless
8 such expansion results in changes to parking, stormwater, water connections, or wastewater
9 connections), development of regional impact ("DRI"), planned unit developments ("PUD"),
10 subdivision and plat approvals, rezonings, special exceptions, conditional uses, special permits,
11 or utility improvements.

12 25. Unincorporated JPA. Means the area of the JPA that is not currently within the
13 municipal limits of the City, as depicted in Exhibit "A."

14 26. Vested Development. Means development that has been issued a final
15 development order.

16 **ARTICLE III - CREATION OF**

17 **JOINT PLANNING AREA**

18 1. Joint Planning Area Created.

19 The Joint Planning Area shall consist of those lands identified in Exhibit "A."

20 2. The County and the City will use their best efforts to incorporate the boundaries
21 of the Joint Planning Area into the Future Land Use Maps of their respective plans and to

Mount Dora/Lake County JPA – August 23, 2004

1 including the terms and conditions stated herein. The County and the City will use their best
2 efforts to amend their Land Development Regulations to incorporate the terms and conditions
3 stated herein. The County and the City will use their best efforts to implement the ideas set forth
4 in Article V hereof.

5 3. a. It is the intent of the City and the County that the comprehensive plans of
6 the City and the County shall ensure that the lands in the Joint Planning Area are developed
7 consistent with development within the City, and, at the same time, develop in a way that will
8 ensure efficient provision of public infrastructure and services in this area. Any property
9 annexed subsequent to the adoption hereof shall be limited to a maximum density no greater than
10 the highest density allowed within the Future Land Use category established for the property by
11 the County immediately prior to annexation.

12 b. The amendments contemplated in paragraph a, above, shall cover growth
13 management issues and may include, but are not limited to, the following topics:

- 14 (1) Timing of urban growth
- 15 (2) Density of urban and pre-urban areas
- 16 (3) Limiting private utility providers to areas outside the JPA
- 17 (4) Environmental resource management, including potential greenbelt
18 areas
- 19 (5) Innovative and flexible planning such as mixed-use, clustering and
20 open space provisions
- 21 (6) Transportation planning consistent with Lake County

Mount Dora/Lake County JPA – August 23, 2004

1 executed by the City and the Development Order applicant unless the City refuses to provide
2 utilities per this section, or does not allow the Development Order applicant to recoup all costs of
3 the utility line extension not directly attributable to the development as others hook up to such
4 lines within a reasonable time period not to exceed five (5) years. If the City notifies the County
5 as part of a Development Order application review process that annexation will be required
6 because of the provision of City utilities to the development and the property is located within
7 the JPA and contiguous to the City's boundary, the County shall not approve a Development
8 Order, but shall require the Development Order applicant to annex and submit to the City's
9 development process unless the City refuses to provide utilities per this section, or does not allow
10 the Development Order applicant to recoup all costs of the utility line extension not directly
11 attributable to the development as others hook up to such lines within a reasonable time period
12 not to exceed five (5) years.

13 The City shall provide utility services within the JPA and may, at the discretion of the
14 City, require those persons desiring service to pay the initial expense of extending utility
15 services through a refundable facilities program which allows the person extending utility
16 services to recoup all costs of the utility line extension not directly attributable to the person
17 desiring service as others hook up to such lines within a reasonable time period not to exceed
18 five (5) years. The County shall not issue development orders within the JPA without reviewing
19 the proposed development with the City to ensure the appropriate utility design for the
20 development. If the City is willing to provide utility services or provide utility services through a
21 refundable facilities program as described above, the County shall not permit any new private

Mount Dora/Lake County JPA – August 23, 2004

1 utilities, septic tanks or wells to be constructed as part of development within the JPA without
2 prior approval by the City.

3 6. a. The City shall annex only lands in the Joint Planning Area and shall not
4 annex any lands outside of the Joint Planning Area without amendment of Exhibit "A" of this
5 Agreement.

6 As real property within the area depicted as unincorporated is annexed into
7 the City, it shall be unnecessary to amend this Agreement or Exhibit "A."

8 b. Terms of Annexation Related to Transfer of Infrastructure. All future
9 municipal annexation-related transfers of infrastructure shall occur consistent with the following
10 terms: Upon annexation of a sum greater than fifty (50%) of the existing front footage of
11 properties abutting any subject road right-of-way, other than a State of Florida operated and
12 maintained right-of-way, located between the two nearest collector streets (or streets with a
13 higher classification) intersecting right-of-ways (i.e. cross streets), except for existing County
14 roads currently being maintained within the City, the City shall assume maintenance
15 responsibility for such road right-of-way segment and associated drainage facilities not
16 terminating at any right-of-way centerline, but between and extending to and including the above
17 mentioned local cross street intersections, or as may be mutually designated. All such transfers of
18 maintenance responsibility related to an annexation shall include the entire width of the right-of-
19 way adjacent to annexed properties.

20 The following list of County roads shall not require assumption of
21 maintenance:

Mount Dora/Lake County JPA – August 23, 2004

- 1 1. Wolfbranch Road;
- 2 2. Robie Avenue;
- 3 3. Old Highway 441;
- 4 4. CR19A;
- 5 5. Britt Road; and
- 6 6. Round Lake Road.

7 c. Terms of Non-Annexation Related Transfer of Infrastructure and Right-of-
8 Way. Transfers of maintenance responsibility and ownership from the County to the City related
9 to road right-of-ways and their associated drainage facilities not associated with an annexation
10 shall require an agreement between the City and the County.

11 7. County Right-of-Way Maintenance Responsibility. Unless this Agreement is
12 modified pursuant to Article V below, the County agrees to continue to maintain, regardless of
13 any adjacent annexations, the particular roadways or segments thereof, and associated drainage
14 facilities within the JPA. The County agrees to continue to maintain these facilities until
15 transferred to the City in accordance with the terms of this Agreement, or as this Agreement is
16 modified pursuant to Article V below. Upon execution of this Agreement, any new roads
17 constructed by the County in the City shall be maintained and owned by the County.

18 **ARTICLE IV – PROCEDURES FOR REVIEWING AND**

19 **COMMENTING ON DEVELOPMENT ORDERS**

20 **WITHIN THE JPA**

- 21 1. Forwarding of Development Order applications from the County to the City and

Mount Dora/Lake County JPA – August 23, 2004

1 from the City to the County. The City and the County, within five (5) working days of receipt of
2 any applications or preliminary plans associated with an application for a Significant
3 Development Order within the JPA shall provide a copy of such application materials to the
4 designated department, division or office of the other party as is designated by the other party via
5 written correspondence to the persons described in Section 6, Article V herein. The City or the
6 County may request a meeting to discuss the effect of such development.

7 The County/City staff shall provide to the City/County its comments on the matters
8 above, within ten (10) working days of receipt of a copy of any such application. The noted time
9 frames may be extended by consent of both parties in order for the City staff or the County staff
10 to review the objecting party's comments so long as the time frames within the City's or the
11 County's Land Development Regulations are met. If at any time the secondary jurisdiction shall
12 consider the Development Order at a public meeting, the landowner or applicant for the proposed
13 Development Order shall be given notice of the time, date, and place of the public meeting.

14 If a modification of a development order application is submitted to the primary
15 jurisdiction, the secondary jurisdiction shall be afforded review pursuant the review time periods
16 described herein.

17 2. Review of Development Applications described in 1, above. In addition to the
18 evaluation and comments normally prepared by the City or the County agency initially accepting
19 an application for a Development Order, any comments submitted by the agency of secondary
20 jurisdiction in their review of the copy of a Development Order application shall be considered
21 by the agency of primary jurisdiction in its review of the Development Order, which review shall

1 include an examination of the relationship between the application, the City's and the County's
2 Comprehensive Plans, Land Development Regulations and this Agreement.

3 3. When reviewing any Development Order plan(s) or application(s) for properties
4 within the JPA that are bound by a City covenant to annex, the City staff shall provide review
5 comments and forward such covenant to annex directly to the County. Formal review of said
6 plan(s) or application(s) along with the permitting, inspection and the issuance of Certificates of
7 Occupancy on such properties shall then be the responsibility of the County. Such properties
8 shall meet the supplemental development criteria, if any, as stipulated in the City's covenant to
9 annex and related agreements. The County shall not issue a Certificate of Occupancy until the
10 City has approved all public infrastructure to be transferred to the City pursuant the terms
11 established in the covenant to annex and related agreements and any additional City
12 requirements, including concurrency, have been met, which requirements shall be forwarded to
13 the County as part of the Development Order application review process.

14 4. Development Orders within the City's portion of the JPA. The governing and/or
15 administrative body of the City shall consider the comments of the County for property annexed
16 after execution of this agreement.

17 **ARTICLE V - SPECIFIC DEVELOPMENTAL**
18 **AND ENVIRONMENTAL CONSIDERATIONS**

19 1. It is the intent of the City and the County to designate and promote the creation of
20 an employment center located in the vicinity of Round Lake Road and State Road 46, as
21 conceptually depicted in Exhibit "B." The objective of this land use designation shall be to

Mount Dora/Lake County JPA – August 23, 2004

1 provide quality job opportunities, including professional offices, convenient to both the City of
2 Mount Dora and unincorporated area of Sorrento and Mount Plymouth. The City and the County
3 shall coordinate efforts to develop Comprehensive Plan policies that are appropriate for this
4 employment center, ensure compatibility with neighboring land uses, and respect the distinct
5 identities of both the city and the unincorporated area.

6 2. It is the intent of the City and the County to create a local scenic roadway
7 designation for Wolfbranch Road and to develop Comprehensive Plan policies that protect the
8 aesthetic characteristics of this residential corridor. Such policies shall consider lighting,
9 signage, buffers, protection of canopy trees, and restrictions on incompatible development.

10 3. It is the intent of the City and the County to designate a transitional area within the
11 JPA between Round Lake Road and the Mount Plymouth/Sorrento Urban Compact Node, as
12 depicted in Exhibit "B." The objective of this designation shall be to support the professional
13 employment center identified in paragraph 1 and to provide for transitional residential densities
14 of no more than one unit per acre, compatible with established neighborhoods in the Wolfbranch
15 Road corridor.

16 4. It is the intent of the City and the County to coordinate with state agencies and
17 local governments to implement requirements of the Wekiva Parkway and Protection Act.
18 Within the JPA, these activities may include but are not limited to the establishment of
19 Comprehensive Plan policies and land development regulations, creation of a master stormwater
20 management plan, and the protection of habitat and recharge areas. Consistent with this, the City
21 and the County shall explore cooperative efforts to acquire environmentally sensitive land within

Mount Dora/Lake County JPA – August 23, 2004

1 the JPA and consider development of a trail system to link natural areas with the surrounding
2 community and employment center.

3 ARTICLE VI - GENERAL PROVISIONS

4 1. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit
5 of the parties executing this Agreement, and no right or cause of action shall accrue upon or by
6 reason hereof, to or for the benefit of any third party not a formal named party hereto. Nothing in
7 this Agreement expressed or implied is intended or shall be construed to confer upon or give any
8 person or corporation other than the parties hereto any right, remedy or claim under or by reason
9 of this Agreement or any provisions or conditions hereto; and all of the provisions,
10 representations, covenants and conditions herein contained shall inure to the sole benefit of, and
11 shall be binding upon, the parties hereto and their respective and express representatives,
12 successors and assigns.

13 2. Renegotiation. The County or the City may call for renegotiation of this
14 Agreement by written notice to the other party at any time. The City and the County may
15 renegotiate this Agreement in response to changed circumstances, to seek refinement, expand or
16 contract the JPA boundary, or alter the designated time allowances as described in this
17 Agreement. Upon such written notice, for a period of 90 days thereafter, the City and the County
18 shall attempt to renegotiate this Agreement in good faith. During that 90-day period, where
19 either party, in its sole discretion and in good faith, determines that such renegotiations have
20 reached an impasse, it may invoke the conflict resolution procedures set forth in Chapter 164,
21 Florida Statutes. If no Agreement is negotiated during the 90-day period or during the conflict

Mount Dora/Lake County JPA – August 23, 2004

1 resolution process, the terms of this Agreement shall continue to govern and remain in full force
2 and effect. Should the City or the County seek judicial review of this Agreement, or to enforce
3 this Agreement, the City and the County recognize that venue will be properly located in Lake
4 County, Florida for any action regarding this Agreement. The failure of any party to this
5 Agreement to enforce any provision contained herein shall in no event be deemed a waiver of its
6 rights to thereafter enforce this Agreement. Utilization of one remedy to enforce this Agreement
7 shall not be deemed the only method by which to enforce the provisions of this Agreement.

8 3. Severability, Construction and Interpretation. In the event that any section,
9 subsection, sentence, clause, or word of this Agreement shall be held by a court of competent
10 jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any
11 such invalidity, illegality, or unenforceability shall not affect any of the other remaining articles,
12 sections, subsections, sentences, clauses or words of this Agreement, and this Agreement shall be
13 read and/or applied as if the invalid, illegal, or unenforceable section, subsection, sentence,
14 clause, or word did not exist. This Agreement was mutually negotiated by all parties who have
15 executed the same. Consequently, it is the intent of the parties that no provision shall be more
16 harshly construed against either party as the drafter hereof.

17 4. Effective Date. Prior to this Agreement, or any amendment hereto, becoming
18 effective, it shall be approved and executed by both parties hereto, and pursuant to Section
19 163.01(11), Florida Statutes (2003), this Agreement shall become effective immediately after
20 filing of this Agreement with the Clerk of the Circuit Court of Lake County, Florida. This
21 Agreement shall be recorded in the public Records of Lake County, Florida, and the cost thereof,

Mount Dora/Lake County JPA – August 23, 2004

1 if any, shall be shared equally by both governing bodies

2 5. Termination and Amendment.

3 a. Termination.

4 (1) This Agreement shall renew automatically after five (5) years from
5 the date of final adoption, and every five (5) years thereafter, unless it is terminated pursuant to
6 paragraph 2 below.

7 (2) Either party may terminate this Agreement at any time by
8 delivering written notice to the other party of its intent to terminate this Agreement at least 180
9 days prior to the intended date of termination.

10 b. Amendment. This Agreement may be amended at any time provided both
11 parties authorize said amendment.

12 c. Amendment or Termination of Agreement to be in Writing. Except as
13 provided for herein, no amendment or termination of this Agreement shall be binding on either
14 party unless a written instrument terminating or amending this Agreement is executed by the
15 County Commission Chairman and the Mayor after being duly authorized to do so by their
16 respective governing bodies, and such termination or amendment shall not be effective until after
17 it has been filed with the Clerk of the Circuit Court of Lake County, Florida. Except as set forth
18 herein, all instruments amending or terminating this Agreement shall be recorded in the Public
19 Records of Lake County, Florida.

20 6. Notice; Proper Form. Any notice to be delivered hereunder to either the City or
21 the County by the other party shall be in writing and shall be deemed to be delivered when: (a)

1 hand delivered to the official designated hereunder with receipt acknowledged in writing, or (b)
2 upon receipt of such notice when deposited in the United States Mail, postage prepaid, certified
3 or registered mail, return receipt requested, addressed to the party at the address set forth under
4 the party's name below, or at such other address as the party shall have specified by written
5 notice to the other party delivered in accordance herewith. Copies need not, but are encouraged
6 to be sent pursuant to the above referenced provisions. Mere delivery of copies shall not be
7 determined to be a compliance with the requirements hereof:

8	COUNTY	CITY
9	County Manager	City Manager
10	Lake County Administration Building	City of Mount Dora
11	P.O. Box 7800	P.O. Box 176
12	315 West Main Street	510 North Baker Street
13	Tavares, FL 32778-7800	Mount Dora, FL 32757

14
15 Either party to this Agreement may unilaterally amend the address or designee to whom notices
16 are to be delivered by providing notice to the other party as provided herein.

17 7. Rules of Construction. As used in this Agreement, the plural includes the
18 singular, and the singular includes the plural. Use of one gender includes all genders. Subtitles
19 or catchlines for articles, sections, or subsections herein are used for ease in reading this
20 Agreement, and the subtitles or catchlines do not form a substantive part of this Agreement for
21 purposes of interpretation. This Agreement shall be liberally interpreted to achieve its goals and
22 purposes.

23 IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on
24 the respective dates under each signature: the COUNTY through its Board of County

Mount Dora/Lake County JPA – August 23, 2004

Commissioners, signing by and through its Chairman, duly authorized to execute same by Board
action on the 28th day of September, 2004, and the CITY through its City Council,
signing by and through its Mayor, duly authorized to execute same by Council action on the
3rd day of August, 2004.

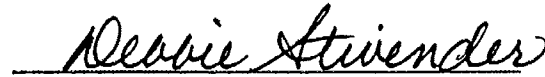
COUNTY

ATTEST:



James C. Watkins, Clerk
of the Board of County
Commissioners of Lake County, Florida

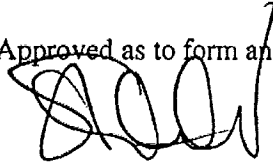
LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS



Debbie Stivender Chairman

This 15th day of October,
2004.

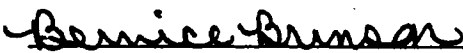
Approved as to form and legality:



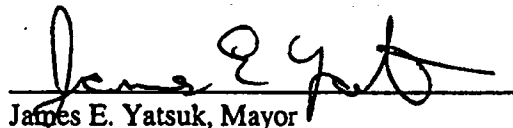
Sanford A. Minkoff
County Attorney

CITY

ATTEST:



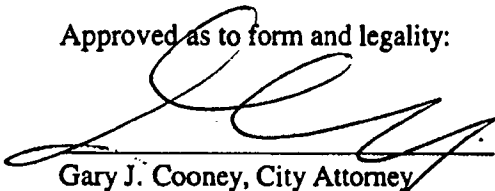
Bernice Brinson, City Clerk



James E. Yatsuk, Mayor

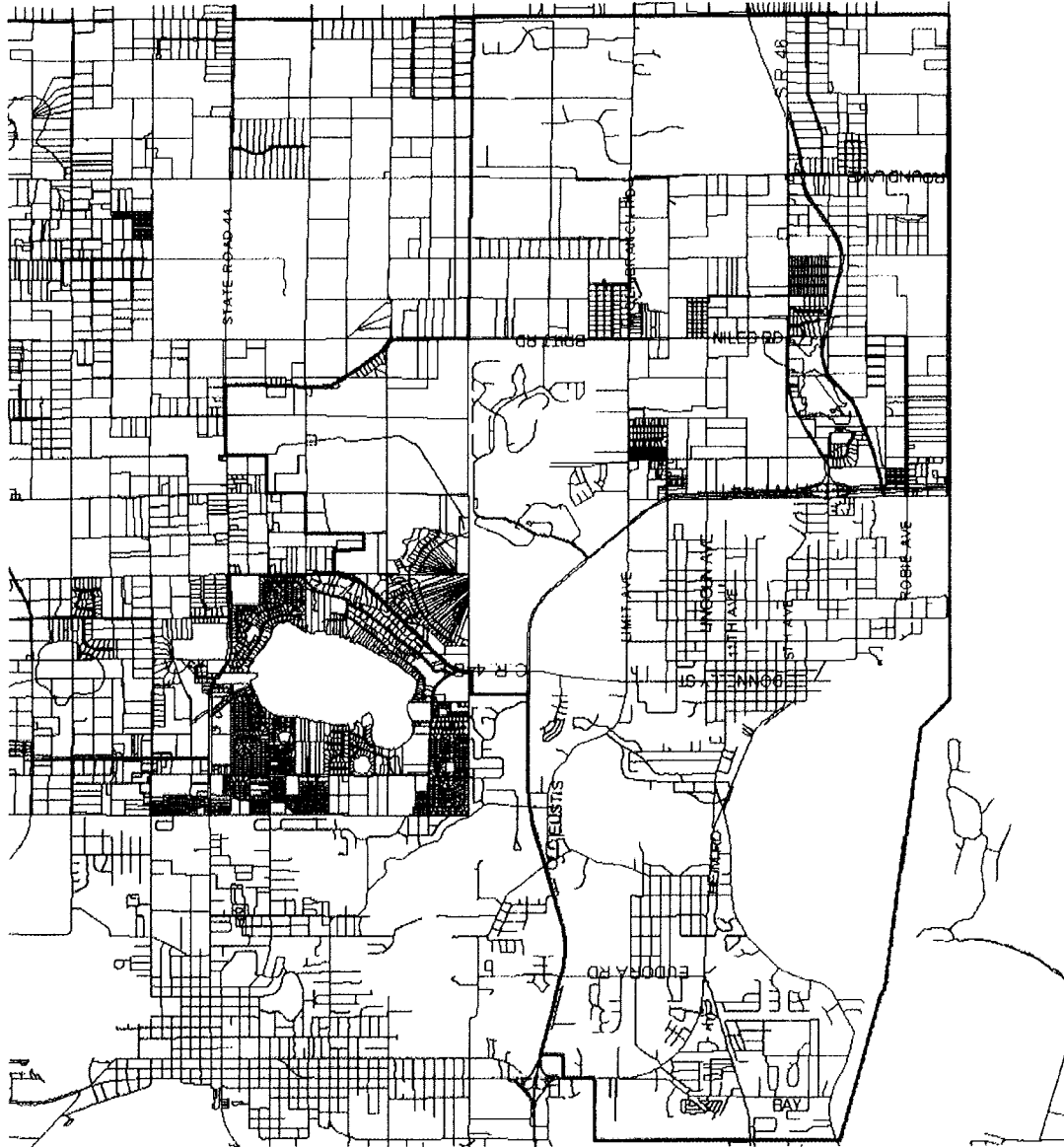
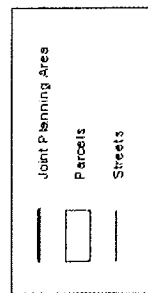
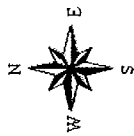
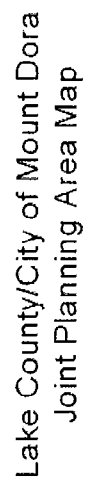
This 8th day of October, 2004.

Approved as to form and legality:



Gary J. Cooney, City Attorney

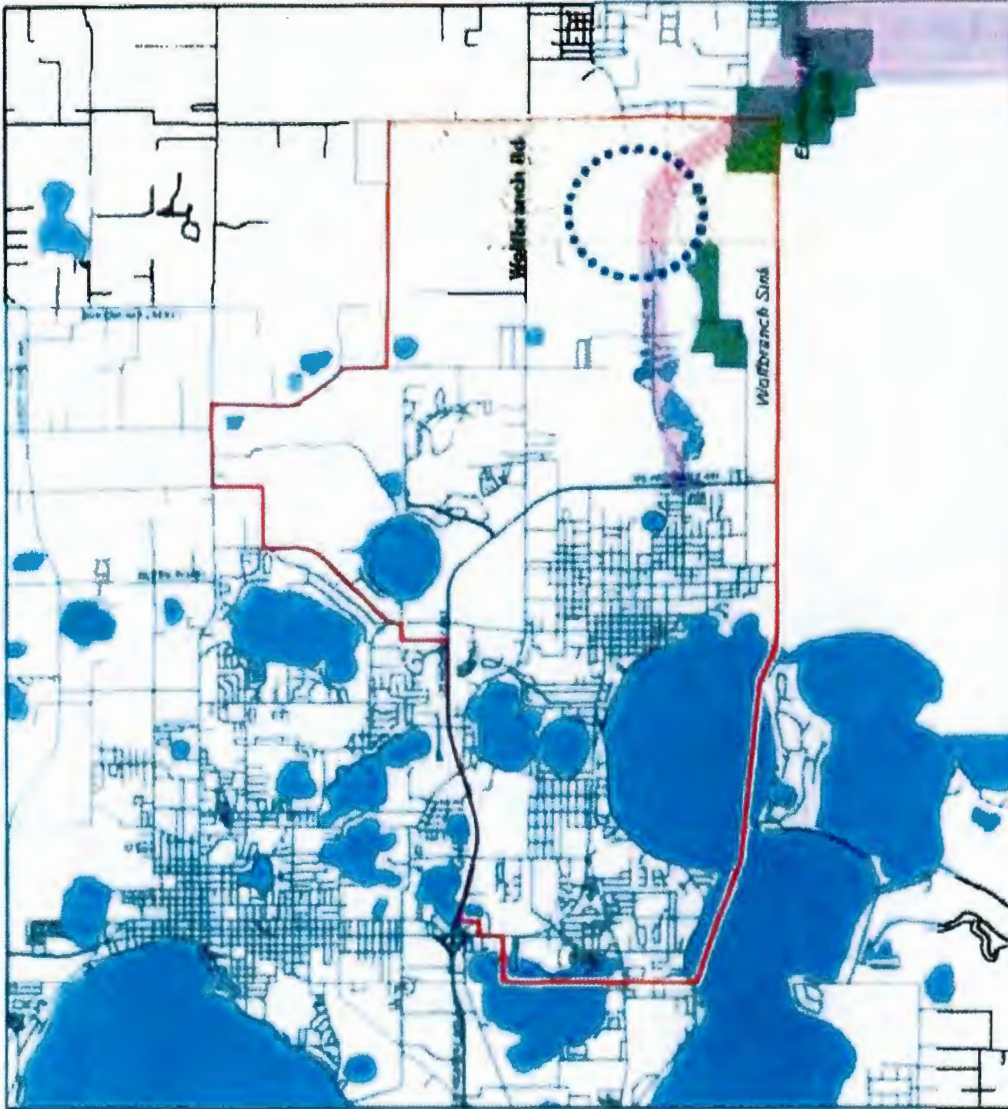
Mount Dora/Lake County JPA – August 23, 2004



**Lake County / Mount Dora
Joint Planning Area Map**

Exhibit "B"

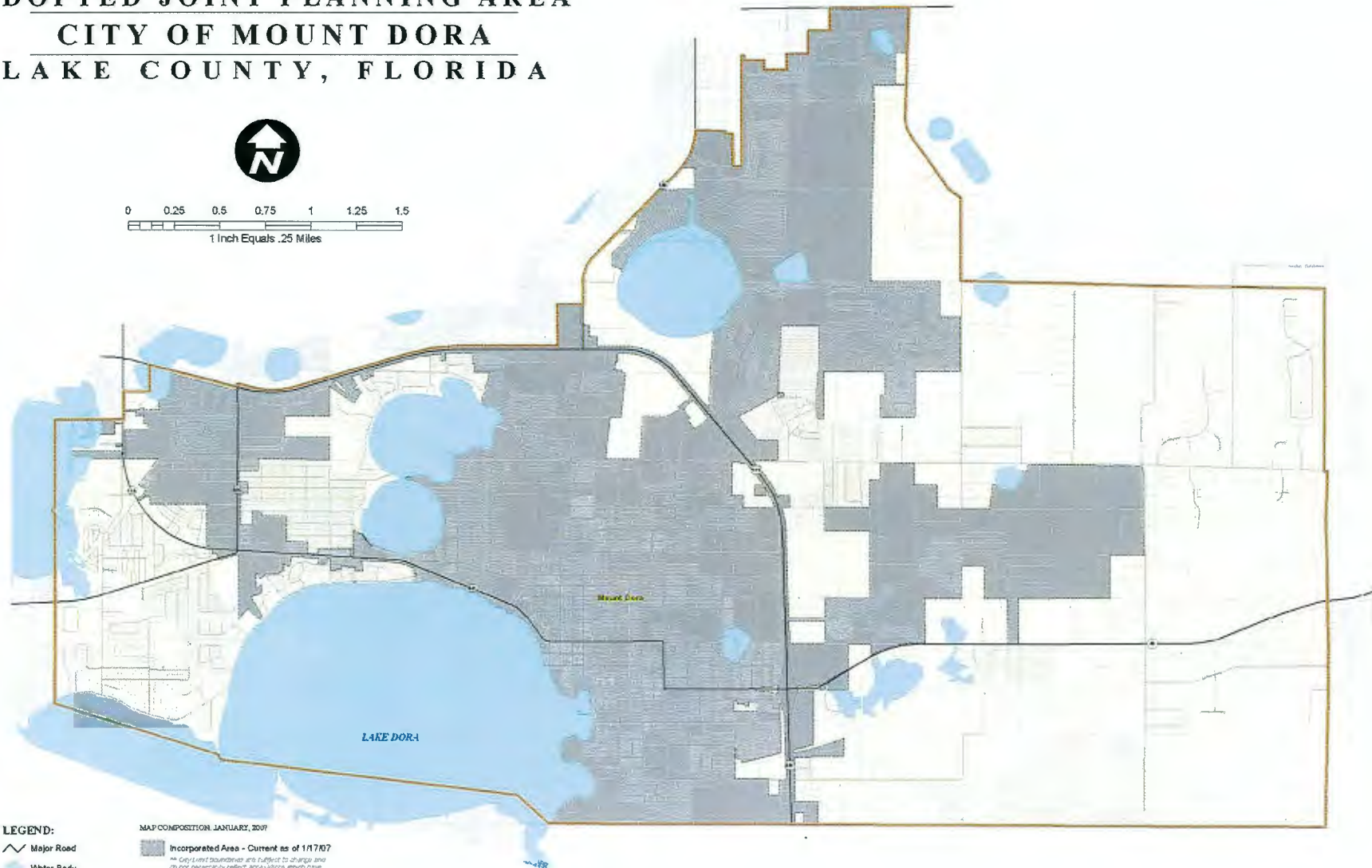
- Mt Dora JPA Boundary
- JPA Transitional Area
- Conceptual Location for "Office Employment Center"
- Wetiva Transportation Improvement
- Streets and Roads



ADOPTED JOINT PLANNING AREA CITY OF MOUNT DORA LAKE COUNTY, FLORIDA



0 0.25 0.5 0.75 1 1.25 1.5
1 Inch Equals .25 Miles



LEGEND:

Major Road

Water Body

JPA Boundary (adopted)

MAP COMPOSITION: JANUARY, 2007

Incorporated Area - Current as of 1/1/07

** City limit boundaries are subject to change and do not necessarily reflect areas which have recently occurred

DATASOURCES:

Lake County GIS Department: Planimetrics,
Data Compilation and map Production Complements of,
Growth Management/ Comprehensive Planning

This map product was prepared from a Geographic Information System established by the Lake County Board of County Commissioners. No warranties, express or implied, are made by the county, and in particular its accuracy as to labeling, dimensions, content, property boundaries, or placement is not guaranteed. The Lake County Board of County Commissioners, its employees, agents and personnel make no warranty or representation as to the accuracy or fitness for use of this map. The user assumes all responsibility for the use of this map. The user assumes all responsibility for the use of this map. The user assumes all responsibility for the use of this map.



LAKE COUNTY
BOARD OF COUNTY COMMISSIONERS

**FIRST AMENDMENT TO JOINT PLANNING AREA AGREEMENT BETWEEN
LAKE COUNTY AND THE CITY OF MOUNT DORA**

THIS FIRST AMENDMENT TO THE JOINT PLANNING AREA AGREEMENT ("Amendment") in made and entered into as of the 3rd day of March, 2015, by and between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida ("County") and the **CITY OF MOUNT DORA**, a Florida municipal corporation ("City").

RECITALS

WHEREAS, County and City have entered into a certain Joint Planning Agreement on September 28, 2004 ("Agreement"); and

WHEREAS, the City wishes to provide for better intergovernmental relations and coordinate planning efforts, as authorized pursuant to Section 163.01, Florida Statutes; and

WHEREAS, the County and City Joint Planning Agreement may be amended from time to time provided authorization by both parties; and

WHEREAS, the City Council of the City of Mount Dora and the Board of County Commissioners of Lake County wish to eliminate any conflict in jurisdictional boundaries for annexation and utility provision between the City of Mount Dora and City of Tavares; and

WHEREAS, the City requested that the County amend the Agreement's Land Use Map; and

WHEREAS, the local planning agencies of both the County and City have considered the Amendment and made recommendations to the Lake County Board of County Commissioners and the Mount Dora City Council, respectively; and

WHEREAS, pursuant to 163.3171(3), Florida Statutes, this Amendment has been approved at advertised public hearings held by both the Lake County Board of County Commissioners and the Mount Dora City Council.

NOW, THEREFORE, in Consideration of the covenants made by each party to the other and of the mutual advantages to be realized by the parties hereto, the receipt and sufficiency of which is hereby acknowledged, County and City hereby agree as follows.

SECTION I. The Recitals set forth above are true and correct and are incorporated herein by reference.

SECTION II. The Joint Planning Agreement dated September 28, 2004, is hereby amended to reflect an adjustment in the Joint Planning Area boundary in the vicinity of the intersection of Bay Road and Old Highway 441. The boundary of the JPA Map attached hereto and incorporated herein by reference as Exhibit "A," which designates parcels of land encompassed by the terms and conditions of said Agreement.

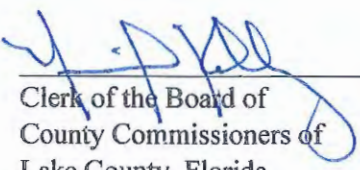
SECTION III. The City and County shall amend their respective Comprehensive Plans pursuant to the revised JPA Map boundary of this Amendment accordingly and in a timely manner.

SECTION IV. Except as expressly set forth herein, the Joint Planning Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the County and City have executed this Amendment on behalf of the County and City, respectively, and have set their seals hereto as of the date set forth above.

COUNTY
ATTEST:

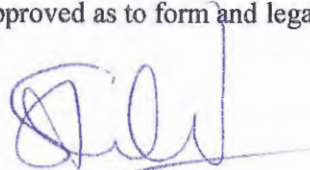
LAKE COUNTY, though its
BOARD OF COUNTY COMMISSIONERS


Clerk of the Board of
County Commissioners of
Lake County, Florida


Jimmy Conner, Chairman

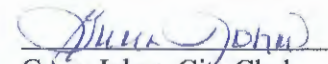
This 18th Day of May, 2015

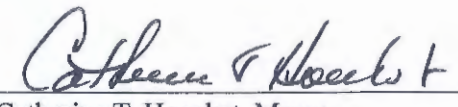
Approved as to form and legality:


Sanford A. Minkoff
County Attorney

CITY
ATTEST:

CITY OF MOUNT DORA


Gwen Johns, City Clerk
City of Mount Dora


Catherine T. Hoechst, Mayor
City of Mount Dora

This 5 Day of May, 2015

Approved as to form and legality:

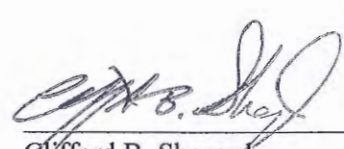

Clifford B. Shepard
City Attorney

Exhibit "A"

Lake County and City of Mount Dora Joint Planning Area Map

**** Revised JPA Boundary ****

March 3, 2015

Legend

-  JPA Boundary
-  City Limits



0 0.5 1 Mile

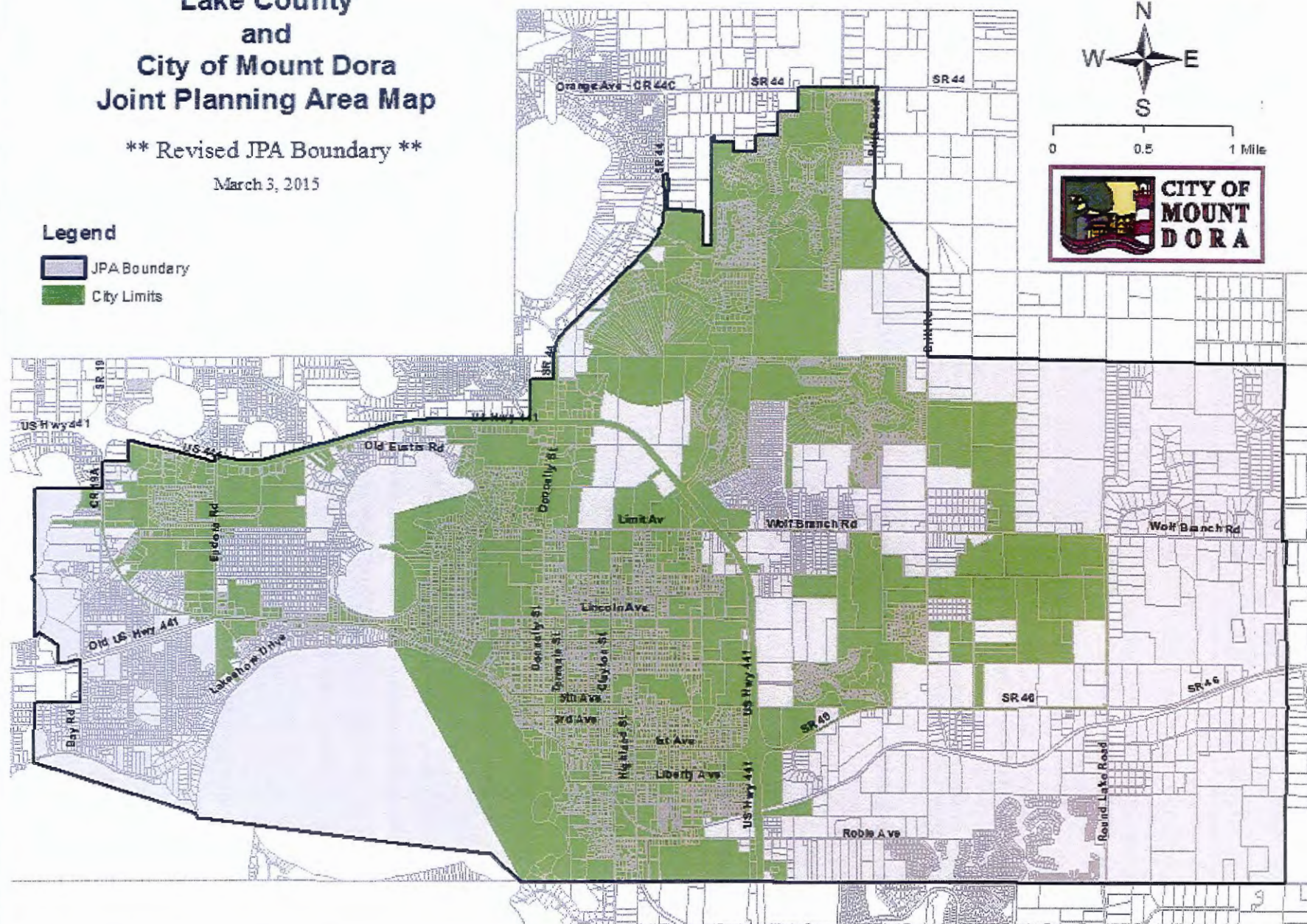
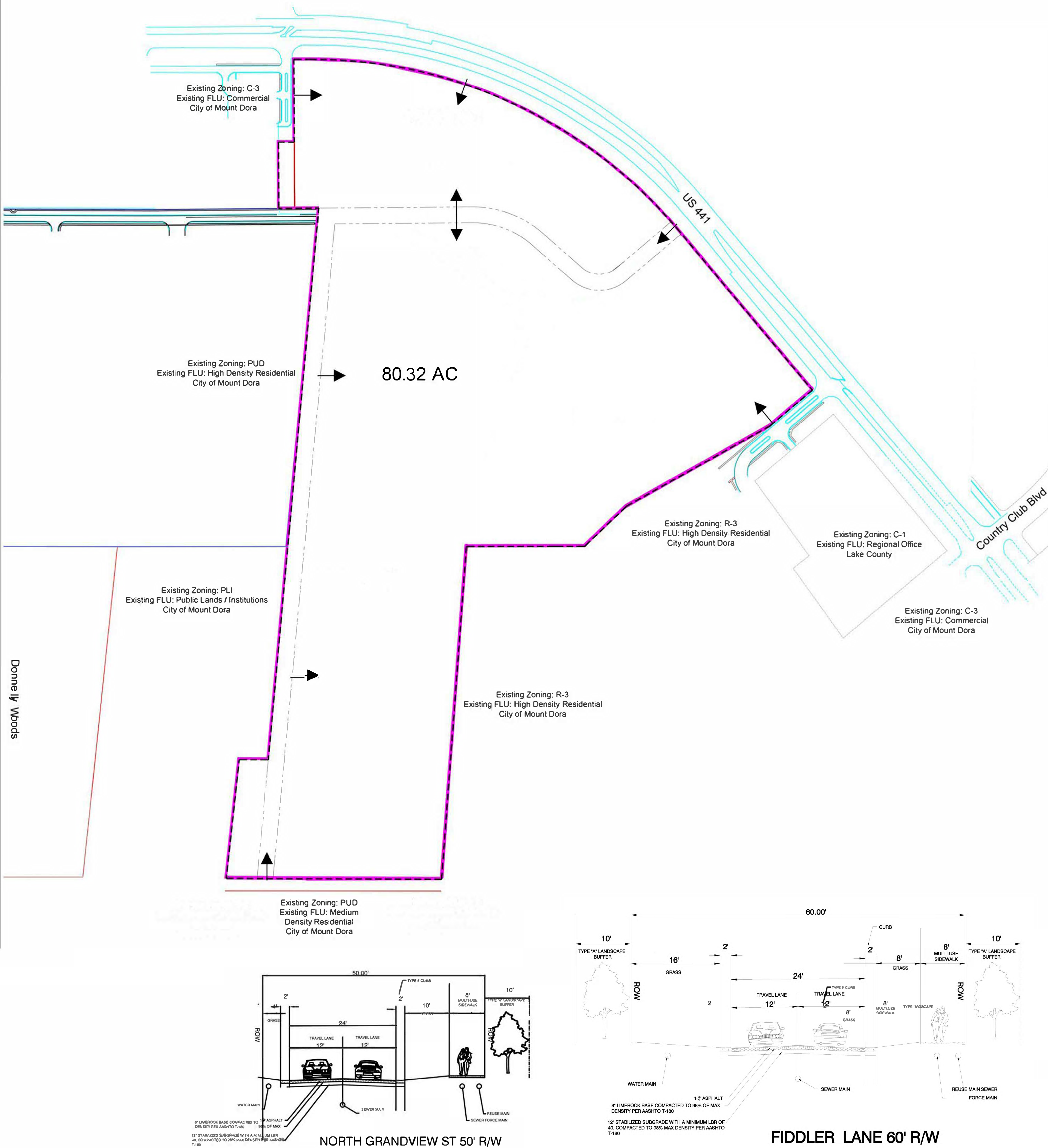


Fig. 1. Planning and Development/Maple Document/Map/Joint Planning Area/2015 JPA Boundary Revised/Revised JPA Boundary Map.mxd

PUD
LAND
USE
PLAN



ALT KEY NUMBERS:
1445710, 3884340, 3816281, 1445598, 1445647

LAND
Gross Acres 80.32
Net Acres 80.32

SITE DATUM
Current Future Land Use Regional Office
Proposed Future Land Use PUD
Current Zoning A, R-6
Proposed Zoning PUD

DEVELOPMENT PROGRAM			
*Land Use	Units	ADT	
Residential	783	4,798	
Commercial	150,000 SF	5,552	
Total ADT		10,350	

*The PUD Land Use breakdown is estimated, and mix may be altered per the conversion matrix. The maximum number of Residential Units for the entire PUD is 783 DU's.

PUD Conversion Matrix:
This matrix may be applied to convert among the PUD's land uses while maintaining an equivalent daily trip generation from the site.

Form	1Q Single Family (DU)	Townhouse (DU)	Low-Rise MF (DU)	Mid-Rise MF (DU)	Retail (KSF)	LU Code	Trip Rate
Single Family (DU)		1.40	1.51	2.22	0.41	210	10.07 Trips/DU
Townhouse (DU)	0.72		1.08	1.59	0.29	215	7.20 Trips/DU
Low-Rise MF (DU)	0.66	0.92		1.46	0.27	220	6.65 Trips/DU
Mid-Rise MF (DU)	0.45	0.63	0.88		0.19	221	4.54 Trips/DU
Retail (KSF)	2.43	3.39	3.68	5.38		820	24.43 Trips/KSF

Example Conversion:
100 Single Family Units are equivalent to 151 Low-Rise Medium-Density Units (100 x 1.51 = 151)
100 Low-Rise Medium-Density Units are equivalent to 146 Single Family Units (100 x 1.46 = 146)
10,000 SF Retail are equivalent to 24 Single Family Units (10,000 x 2.43 = 24,300)

Commercial Development Standards
Building Height 65'
ISR 70%
Minimum Building Setbacks:
Roads: 50'

- Landscape buffers, fences or walls shall not be required between commercial or mixed (residential/commercial) uses within this planned unit development except to visually screen parking, loading or storage areas.

Commercial Permitted Uses:
All C-3 Permitted and Accessory uses:

Multi-Family Community Development Standards

Maximum Building Height: 65'
Minimum Living Area: 600 SF
Maximum ISR 65%
Building Setbacks from property line: Front / Side / Rear:
1 story and 2 story: 10'
3 story and 4 story: 25'
Minimum Building Separation: 10'
Required Parking: 1.5 PS

Multi-Family Community Permitted Uses:

- *Multi-Family as defined by Lake County Florida Land Development Code - Three (3) or more Dwelling Units within a single Building
- Multi-family dwellings and customary accessory uses
- Private Park and recreation facilities for multi-family development only.
- Low-Rise Multi-Family contains one or two floors and Mid-Rise contains three to ten floors
- Gated Community

**Multi-Family Detached Community Development Standards

Maximum Building Height: 40'
Minimum Living Area: 600 SF
Maximum ISR 65%
Building Setbacks from property line:
1 story and 2 story: 10'
Minimum Building Separation: 10'
Required Parking: 1.5 PS

Multi-Family Detached Community Permitted Uses:

- *Multi-Family Detached is defined as one and/or two dwelling units per building
- Detached residential units on one (1) parcel and under common ownership shall also be considered multi-family.
- Private Park and recreation facilities for multi-family development only
- Low-Rise Multi-Family contains one or two floors and Mid-Rise contains three to ten floors
- Gated Community

Southern Neighborhood Development Standards SF Detached

Building Height 40'
Minimum Lot Size 4,400 SF
Minimum Lot Width 40'
Minimum Lot Depth: 110'
Minimum Living Area 1,500 SF

Building Setbacks:
Front: 12' to Structure/Porch
Garage Front: 20' to Garage
Side: 5'
Rear: 10'
Street Side: 15'
Accessory Building 5' (side & rear)
Parking: 2 PS / du
Impervious Surface Ratio 65%

Southern Neighborhood Development Standards Attached (Townhomes)

Building Height 40'
Minimum Lot Size 1,200 SF
Minimum Lot Width 35'
Minimum Lot Depth: 75'
Minimum Living Area 1,000 SF

Building Setbacks:
Front: 12' to Structure/Porch
Garage Front: 20' to Garage
Side: 5'
Rear: 10'
Street Side: 15'
Accessory Building 5' (side & rear)
Parking: 2 PS / du
Impervious Surface Ratio 65%

*Minimum lot width for townhome product represents single unit size.

Southern Neighborhood Permitted Uses

- Platted Subdivision
- Detached Single-family homes
- Townhomes
- Customary accessory uses
- Amenity Center
- Private parks and private recreation facilities.
- Gated Community

Phasing

Phase 1 Mass Grading
Master Infrastructure
Master Stormwater
Phase 2 Commercial*
Phase 3 Residential Community**

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.

* Commercial parcel can be developed in multiple phases.
** Multiple Residential Communities possible and may developed in multiple phases.

Open Space

Open Spaces will be 25% on an overall Project (PUD) basis. Individual developments do not need to meet open space standards as long as the overall PUD meets 25%.

Landscaping

Shall comply with 9.01.00 - Landscaping Standards of the LDC

Landscape Buffers:

Buffer #	Location	Adjacent Property	Buffer Size	Buffer Type
1	North	US 441	15'	Type C 15': Four (4) Canopy Trees, Three (3) Ornamental Trees & Two (2) Rows of Shrubs
2	East	Bristol Lake Rd, Bristol Lake Apartments	10'	Type A 10': Two (2) Canopy Trees, One (1) Ornamental Tree & One (1) Single Row of Shrubs
3	South	Limit Ave	10'	Type A 10': Two (2) Canopy Trees, One (1) Ornamental Tree & One (1) Single Row of Shrubs
4	West	MT Dora Public Works	No Buffer	MD Resolution 2019-40: City of Mount Dora will provide at City's expense, both a landscape buffer and security fence along the eastern property boundary reasonably satisfactory to landowner.
5	West	Waterman Village	No Buffer	Offset 50'-ROW & use neighbor existing Buffer per Lake County Code 9.01.06 - Waterman Village: 30' average width Buffer, Four (4) canopy, Five (5) Understory per 100', hedge and a 5' fence.
6	West	JW Simpson Way	10'	Type A 10': Two (2) Canopy Trees, One (1) Ornamental Tree & One (1) Single Row of Shrubs
7	N. Grandview St Extension - East Side		10'	Type A 10': Two (2) Canopy Trees, One (1) Ornamental Tree & One (1) Single Row of Shrubs
8	*Fiddler Lane - South Side		10'	Type A 10': Two (2) Canopy Trees, One (1) Ornamental Tree & One (1) Single Row of Shrubs
9	*Fiddler Lane - North Side		10'	Type A 10': Two (2) Canopy Trees, One (1) Ornamental Tree & One (1) Single Row of Shrubs
10	Residential - Between uses		5'	Fence and/or precast wall in between residential uses - No Landscape Required

* See roadway cross section detail

Signage

Shall comply with Section 11.00 of the LDC

Service Providers

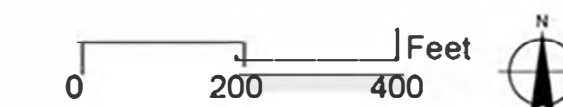
Water Mount Dora
Sewer Mount Dora

Notes

- THIS PLAN IS CONCEPTUAL ONLY AND IS SUBJECT TO ENVIRONMENTAL CONSTRAINTS, AND STORM WATER/ENGINEERING ANALYSIS.
- INTERNAL ROAD ALIGNMENTS ARE CONCEPTUAL IN NATURE.
- FINAL LOCATION OF ACCESS POINT AT US 441 FULL MEDIAN OPENING BEING EVALUATED BY FDOT.
- OFF-SITE STREET IMPROVEMENTS MAY BE PROVIDED BASED UPON TRAFFIC IMPACT ANALYSIS.
- WATER AND SEWER SHALL BE PROVIDED BY THE CITY OF MOUNT DORA.
- PROJECT WILL MEET ALL STORM WATER RULES FOR LAKE COUNTY AND ST. JOHNS WATER MANAGEMENT DISTRICT
- STORM WATER MAY BE SHARED BETWEEN DEVELOPMENT AREAS.
- PROJECT WILL EVALUATE TRAFFIC CALMING MEASURES AT THE INTERSECTION OF LIMIT AVE. AND N. GRANDVIEW ST. WITH LAKE COUNTY PUBLIC WORKS.
- SIGNAGE SHALL CONFORM TO SECTION 11.00 OF THE LAKE COUNTY LAND DEVELOPMENT CODE OF ORDINANCES.
- ALL STREET LIGHTING SHALL BE DARK SKY FRIENDLY.
- OPEN SPACE TO BE OWNED BY THE POA.
- LANDSCAPING SHALL COMPLY WITH SECTION 9.01.00 OF THE LAKE COUNTY LAND DEVELOPMENT CODE OF ORDINANCES.
- THIS PROJECT MAY BE BUILT 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.
- FUTURE PUBLIC ROAD MAINTENANCE WILL BE FUNDED THROUGH A MSTU OR MSBU AS AUTHORIZED UNDER SECTION 125.01(1)(a), FLORIDA STATUTES. HOWEVER, IF THE PROPERTY IS ANNEXED INTO THE CITY OF MOUNT DORA AT SOME POINT IN THE FUTURE, THE CITY WILL ACCEPT OWNERSHIP AND MAINTENANCE OF THE PUBLIC ROADWAYS ON-SITE.
- THE FRONTAGE ROAD FROM BRISTOL LAKE RD TO US 441 FULL MEDIAN OPENING WILL ONLY BE REQUIRED TO BE CONSTRUCTED IF THE PROPERTY IS ANNEXED INTO THE CITY OF MOUNT DORA AT SOME POINT IN THE FUTURE AND THE CITY AGREES TO OWN AND MAINTAIN IT IN PERPETUITY.
- PRECAST WALLS WILL BE REQUIRED ALONG THE EAST SIDE OF N. GRANDVIEW ST. AND SOUTH SIDE OF FIDDLER LANE. THEY WILL BE APPROVED AND CONSTRUCTED AS PART OF THE RESIDENTIAL CONSTRUCTION PLAN OR SITE PLAN APPROVAL.
- ALL CONSTRUCTION SHALL COMPLY WITH LAKE COUNTY CODE OF ORDINANCES.

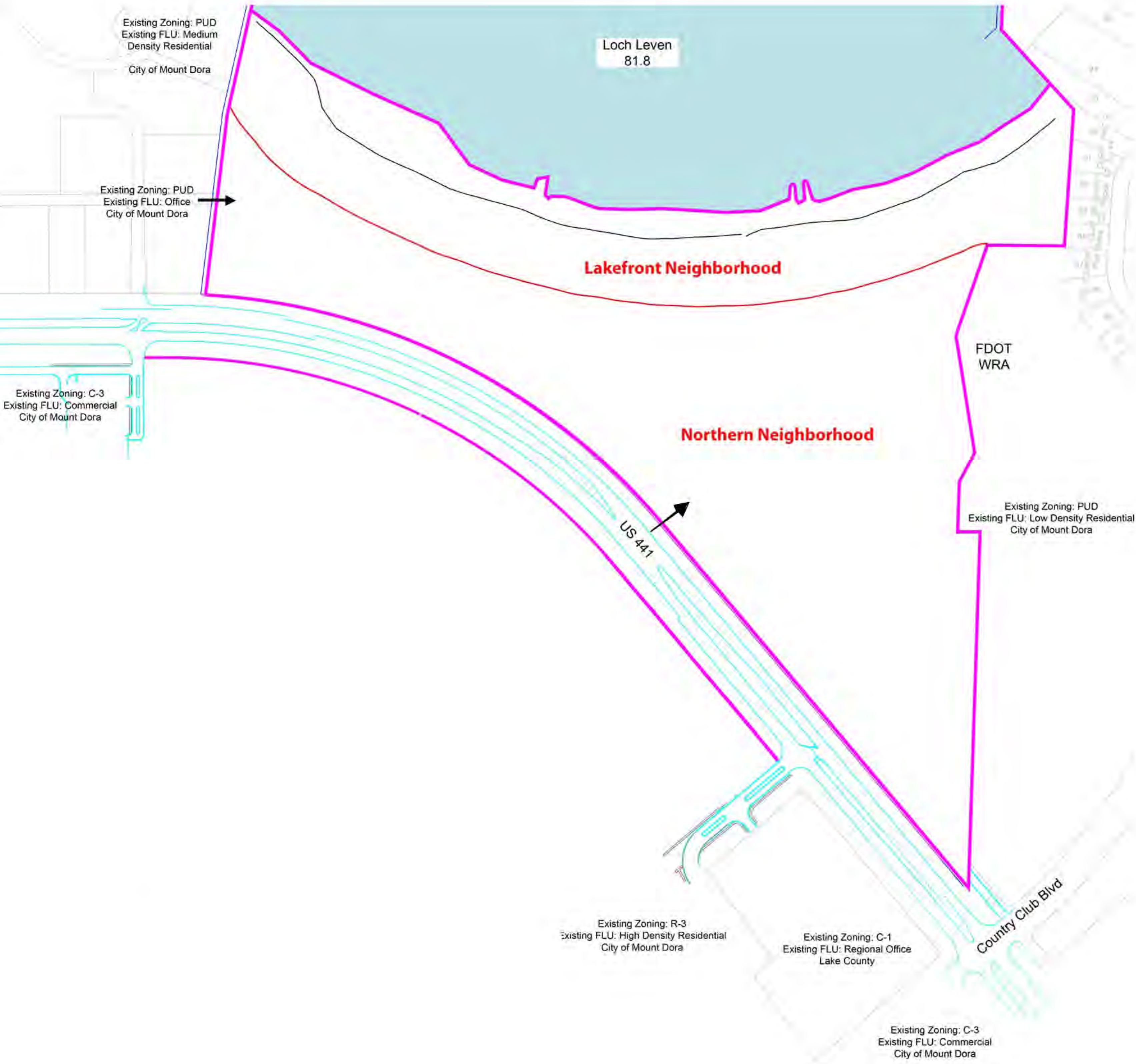
ISSUED
DATE: FOR:

KEY PLAN



Aerial Photography Source:

SHEET NO.



ALT KEY NUMBERS:
1445671, 3884341

LAND:	
Gross acres	144.23
Wetlands	81.93
Net acres	62.3

SITE DATUM	
Current Future Land Use	Urban Low, Urban Medium, Regional Commercial
Proposed Future Land Use	Urban Medium Residential
Current zoning	A, R-6, C-1
Proposed zoning	PUD

DEVELOPMENT PROGRAM				
Land Use	Net Acres	Units	Density	ADT
Single Family	62.3	275 DU	4.4 DU/Ac	2,559

Development Standards	
Lake Front Neighborhood Development Standards	
Building Height	40'
Minimum Lot Size	7,700 SF
Minimum Lot Width	70'
Minimum Lot Depth	110 feet
Minimum Living Area	1,500 SF
ISR	65%
Building Setbacks:	
Front Porch:	12 feet to Structure/Porch
Garage Front:	20 feet to Garage
Side:	5'
Lake:	50' from wetland line
Street Side:	15'
Accessory Structure	5' (side & rear)
Parking:	2 PS / du

Northern Neighborhood Development Standards	
Building Height	40'
Minimum Lot Size	4,400 SF
Minimum Lot Width	40'
Minimum Lot Depth	110'
Minimum Living Area	1,500 SF
ISR	65%
Building Setbacks:	
Front Porch:	12 feet to Structure/Porch
Garage Front:	20 feet to Garage
Side:	5'
Lake:	50' from wetland line
Street Side:	15'
Accessory Structure	5' (side & rear)
Parking:	2 PS / du

Permitted Uses
Single-family homes and customary accessory uses (garages required).
Public parks and public recreation facilities.
Home occupations.
Private parks and private recreation facilities.
Public utility and service facilities.
Boat Dock
Gated Community

Phasing	
Phase 1	Mass Grading Master Infrastructure
Phase 2	Northern Storm Water Management
Phase 3	Lake Front Neighborhood Northern Neighborhood

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
Single Family 25%
Landscaping
Shall comply with 9.01.00 - Landscaping Standards of the LDC.

Buffer #	Location	Adjacent Property	Buffer Size	Buffer Type
1	North	Loch Leven	50'	50' Upland Buffer
2	East	Country Club of MT. Dora	Fence and/or precast wall	Fence and/or precast wall adjacent to 70' FDOT Access & Utility Easement & Pond
3	*South	US 441	25'	Type C 25': Three (3) Canopy Trees, Two (2) Ornamental Trees & Two Rows of Shrubs
4	West - Commercial	Loch Leven Landing	No Buffer	Use neighbor existing Buffer per Lake County Code 9.01.06 - MD Ordinance 2008-1015: 30' Type B Buffer
5	West - Residential	Residential	10'	Type A 10' - Two (2) Canopy Trees, One (1) Ornamental Tree & One (1) Singel Row of Shrubs
6	Frontage Rd	Loch Leven Landing/US 441	Fence and/or precast wall	Type C 25' Buffer on south side of Frontage rd along US 441 and fence and/or precast wall on north side of Frontage road adjacent to residential.

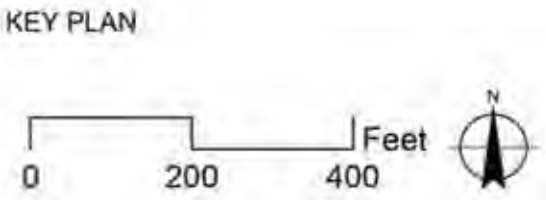
* The type C 25' buffer along US 441 has utility conflicts. The first 15' adjacent to US 441 will not have any plantings due to a 15' SECO easement, the remaining 10' will have the buffer plantings.

Signage
Shall comply with 11.00.00 - Purpose and Intent of the LDC.

Service Providers	
Water	Mount Dora
Sewer	Mount Dora

- Notes**
- THIS PLAN IS CONCEPTUAL ONLY AND IS SUBJECT TO ENVIRONMENTAL CONSTRAINTS, AND STORM WATER/ENGINEERING ANALYSIS.
 - STORM WATER MAY BE SHARED BETWEEN DEVELOPMENT AREAS.
 - THIS IS A GATED COMMUNITY WITH PRIVATE ROADS OR MSTU/MSBU AS AUTHORIZED UNDER SECTION 125.01(1)(q), FLORIDA STATUTES.
 - FINAL LOCATION OF ACCESS POINT AT US 441 FULL MEIDAN OPENING BEING EVALUATED BY FDOT.
 - OFF-SITE STREET IMPROVEMENTS MAY BE PROVIDED BASED UPON TRAFFIC IMPACT ANALYSIS.
 - PROJECT WILL MEET ALL STORM WATER RULES FOR LAKE COUNTY AND ST. JOHNS WATER MANAGEMENT DISTRICT
 - WATER AND SEWER SHALL BE PROVIDED BY THE CITY OF MOUNT DORA.
 - SIGNAGE SHALL CONFORM TO SECTION 11.00 OF THE LAKE COUNTY LAND DEVELOPMENT CODE OF ORDINANCES.
 - LANDSCAPING SHALL COMPLY WITH SECTION 9.01.00 OF THE LAKE COUNTY LAND DEVELOPMENT CODE OF ORDINANCES.
 - ALL STREET LIGHTING SHALL BE DARK SKY FRIENDLY
 - THE PROJECT WILL PROVIDE A FENCE AND/OR PRECAST WALL IMMEDIATELY ADJACENT TO THE RESIDENCES ALONG US 441. THE FENCE AND/OR PRECAST WALL WILL BE SET BACK FROM THE LANDSCAPE BUFFER AND FRONTAGE RD.
 - THE GOLF CART TRAIL AND THE FRONTAGE ROAD WILL ONLY BE REQUIRED TO BE CONSTRUCTED IF THE PROPERTY IS ANNEXED INTO THE CITY OF MOUNT DORA AT SOME POINT IN THE FUTURE AND THE CITY AGREES TO OWN AND MAINTAIN THEM IN PERPETUITY.
 - OWNER/DEVELOPER DOES NOT HAVE CROSS ACCESS RIGHTS OR CONSTRUCTION EASEMENT RIGHTS TO LOCH LEVEN LANDING AND WILL NOT BE OBLIGATED TO PROCURE CROSS ACCESS RIGHTS OR CONSTRUCTION EASEMENT RIGHTS. IF PROJECT IS REQUIRED TO CONSTRUCT FRONTAGE ROAD, IT WILL TERMINATE AT THE WESTERLY PROPERTY BOUNDARY.
 - FRONTAGE RD WILL BE A 34' RIGHT OF WAY FROM THE WESTERLY BOUNDARY TO FULL MEDIAN OPENING AT US 441.
 - IF REQUIRED TO BE CONSTRUCTED, THERE WILL BE A 12' GRAVEL GOLF CART TRAIL FROM WESTERN EDGE OF THE FDOT 70' EASEMENT TO THE PROJECT'S FULL MEDIAN OPENING AT US 441 TO ALLOW THE RESIDENTS OF THE COUNTRY CLUB OF MOUNT DORA ACCESS TO THE FRONTAGE RD. IT WILL BE LOCATED WITHIN THE FIRST 12' OF THE 15' SECO EASEMENT ADJACENT TO US 441. THIS IS SUBJECT TO SECO'S SOLE AND EXCLUSIVE APPROVAL RIGHTS WHICH PROJECT IS NOT OBLIGATED TO OBTAIN. THE TRAIL WILL BE LOCATED WITHIN THE 25' LANDSCAPE BUFFER AND WILL COUNT TOWARDS OPEN SPACE.
 - ALL CONSTRUCTION SHALL COMPLY WITH LAKE COUNTY CODE OF ORDINACES.

ISSUED
DATE: FOR:



Aerial Photography Source:
SHEET NO.



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

DATE: September 20, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of the Agreement between the City of Mount Dora and A.C. Schultes of Florida, Inc., for Construction Services - Well 3 at Water Treatment Plant 2

Introduction:

This is a request for City Council to approve construction services for a new well at Water Treatment Plant (WTP) #2.

Discussion:

The project will facilitate the construction of an additional well at WTP #2. This well will be sized to provide approximately 2,000 gallons per minute of flow, and will further the capacity at WTP #2 to help accommodate current and future growth once the project is ultimately completed. With the continued development occurring in the Eastern Service Area, the additional well will ensure adequate water supply for the population growth expected. The new well is consistent with the City's current Potable Water Master Plan.

The City has two water plants. WTP #1 has sufficient well and pump capacity to meet the daily potable water needs of the entire City. WTP #2 does not have the well or pump capacity to serve the entire City should WTP #1 experience a major disruption of service. This project will be the first step towards providing plant redundancy for the City's potable water system.

This project is only for the installation of the well bore and well production-development. Engineering for equipment installation to connect the new well to WTP #2 is scheduled for fiscal year 2023-2024 (CIP Budget Item Estimate: \$90,000). Construction and installation of the equipment is scheduled for fiscal year 2024-2025 (CIP Budget Item Estimate: \$800,000).

Budget Impact:

This project is a part of the approved budget for fiscal year 2021-22 not to exceed \$795,000 and will be carried forward to the next fiscal year.

Strategic Impact:

The City will be on a path to increasing potable water production to accommodate future growth and provide redundant service should WTP #1 suffer a loss in production.

Recommendation:

City Council approve the Agreement between the City of Mount Dora and A.C. Schultes of Florida, Inc., for Construction Services - Well 3 at Water Treatment Plant 2.

Attachment(s):

1. Attachment 1 ITB 22-PW-001 Notice of Intent To Award
2. Agreement.AC Schultes.Well 3 at Water Treatment Plant 2.SGS - Signed

Prepared by: Ethan Hand

Reviewed by: Chris Gaw, Utilities Engineer
Rita Meade, Interim Finance Director
Sherry Sutphen, City Attorney
Jessica Burnham, City Clerk
Jeanann Hand, Deputy City Clerk
Patrick Comiskey, City Manager

Approved - 9/13/2022

Approved - 9/13/2022

Approved - 9/15/2022

Approved - 9/15/2022

Approved - 9/15/2022

Final Approval - 9/15/2022



CITY OF
MOUNT
DORA

Purchasing Division

Marilyn J. Douglas
Purchasing Manager
510 N. Baker Street
Mount Dora, FL 32757
Voice: 352-735-7176
Fax: 352-735-1406

E-mail: douglasm@cityofmounddora.com

Date: May 9, 2022

To: All Submitting Vendors

Re: **INTENT TO AWARD: ITB #22-GS-003 Construction Services for Well 3 at Water Treatment Plant 2.**

On May 3, 2022, one (1) timely bid submittal was received for the referenced Invitation to Bid (ITB.) The submittal was responsive to the requirements of the ITB.

This letter serves as notification that a recommendation for award will be presented to the City of Mount Dora City Council, for A.C. Schultes of Florida, Inc. as the best option for meeting City requirements relative to the stated project.

The vendor noted above is deemed both responsive and responsible. Pricing for either the 12 or 16 inch well size is within the established budget for this project. The final well size to be constructed will be determined by Utilities staff.

If you have any questions regarding the procurement procedures, please contact me via e-mail at douglasm@cityofmounddora.com.

We appreciate your interest in doing business with The City of Mount Dora and we look forward to receiving your submittals on future projects.

Best Regards,

Marilyn J. Douglas, NIGP-CPP, CPPO
Purchasing Manager
City of Mount Dora

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY”, and A.C. Schultes of Florida, Inc., 11865 Highway 41 South, Gibsonton, Florida 33534, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has competitively solicited for Construction Services – Well 3 at Water Treatment Plant 2, pursuant to the CITY’s Purchasing Policy and ITB-22-PW-001; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the CITY related to the services set forth in ITB-22-PW-001; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

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

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall begin upon the CITY’s issuance of the Notice to Proceed to the CONTRACTOR and shall end twenty-four (24) months thereafter.

SECTION 3. SCOPE OF SERVICES.

The CONTRACTOR shall be responsible for performing the services described in **Exhibit “A”** attached hereto. To the extent of any conflict between **Exhibit “A”** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.

The CONTRACTOR agrees to provide a full warranty to the CITY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the warranted services. To the extent applicable, any manufacturer’s warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other

items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the CITY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the CITY or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the CITY in accordance herewith.
- C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the CITY's stated objectives and standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 7. COMPENSATION.

- A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall not exceed Five Hundred Thirty-one Thousand Five Hundred Twenty-five Dollars (\$531,525.00) and shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- B. 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 work which may

fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the CITY has provided notice of defect to the CONTRACTOR.

SECTION 8. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the CITY, and not due to the fault of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the CITY. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 10. INSURANCE.

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
 - 1. AUTOMOBILE:
 - a. Combined Single Limit: \$300,000 per accident,
 - OR**
 - b. Bodily Injury: \$300,000 per person,
 - AND**
 - Property Damage: \$100,000 per accident;
- 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
- 3. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);

4. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00); and,
 5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.
- B. For every insurance policy required hereunder, the CONTRACTOR shall provide the CITY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR,
 2. The specified job by name and job number,
 3. List the "CITY OF MOUNT DORA" as an Additional Insurer,
 4. Recognizes the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- C. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- D. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.

SECTION 11. CITY OBLIGATIONS.

At the CONTRACTOR's request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 12. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any

such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 13. **APPLICABLE LAW, VENUE, JURY TRIAL.**

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Lake County, Florida. 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 14. **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 to perform the services set forth herein.
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 provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the CITY

upon completion of the 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 from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

SECTION 15. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 17. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 18. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the 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 such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by

any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the CITY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the CITY.

SECTION 22. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 23. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 24. NOTICE.

The parties hereto agree and understand that written notice, mailed 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 CLERK 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:

CITY: City of Mount Dora
Attention: City Manager
510 N. Baker Street
Mount Dora, Florida 32756

CONTRACTOR: A.C. Schultes of Florida, Inc.
11865 Highway 41 South
Gibsonston, Florida 33534

SECTION 25. 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 26. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 30. 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 31. 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 32. 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 five (5) years after termination or completion of the Agreement or until the full CITY audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the 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 the findings in this audit without regard to any notice requirement for termination.

SECTION 33. SOVEREIGN IMMUNITY.

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

SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the CITY without regard to any notice otherwise required herein. In the event the CITY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the CITY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 35. 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.

Signatures on Following Page

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

CITY OF MOUNT DORA

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

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

Jessica Burnham
City Clerk

Sherry G. Sutphen
City Attorney

CONTRACTOR

By: _____
Print: Gregory Schultes
Title: Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of _____, as VICE PRESIDENT, of A.C. SCHULTES OF FLORIDA, INC. who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this: 13 day of JULY, 2022.

(stamp)

Anna Cominski
NOTARY PUBLIC, State of Florida



ANNA COMINSKI
Notary Public
State of Florida
Comm# HH248646
Expires 4/4/2026

Exhibit “A”
Scope of Services

Construction of an additional potable water well at the CITY’s Water Treatment Plant #2 located at 1600 Niles Road, Mount Dora, Florida 32757, as set forth in the following Technical Specifications.

EXHIBIT A
SECTION 01000
PROJECT REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Work to be done consists of the furnishing of all labor, materials, and equipment, and the performance of all Work included in this Contract.
2. Work Included:
 - a. The Contractor shall furnish all labor, superintendence, materials, plant power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the Work. The Contractor shall obtain and pay for all necessary local building permits. The Contractor shall perform and complete the Work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents. The Contractor shall clean up the Work and maintain it during and after construction, until accepted, and shall do all Work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the Work.
 - b. The cost of incidental work described in these Project Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the Work and shall be included in the prices for the various Contract Items. No additional payment will be made therefore.
 - c. The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the Engineer, to perform in a satisfactory and acceptable manner all the Work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his workmanship, materials, and equipment, prior approval of the Engineer notwithstanding.
3. Public Utility Installations and Structures:
 - a. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, vaults, manholes, and all other appurtenances and facilities pertaining thereto whether owned or controlled by the Owner, other governmental bodies, or privately owned by individuals, firms, or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water, or other public or private property which may be affected by the Work shall be deemed included hereunder.
 - b. The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. These

data are not guaranteed as to their completeness or accuracy and it is the responsibility of the Contractor to make his own investigations to inform himself fully of the character, condition, and extent of all such installations and structures as may be encountered and as may affect the construction operations.

- c. The Contractor shall protect all public utility installations and structures from damage during the Work. Access across any buried public utility installation or structure shall be made to avoid any damage to these facilities. All required protective devices and construction shall be provided by the Contractor at his expense. All existing public utilities damaged by the Contractor shall be repaired by the Contractor, at his expense. No separate payment shall be made for such protection or repairs to public utility installations or structures.
- d. Public utility installations or structures owned or controlled by the Owner or other governmental body which are shown on the Drawings to be removed, relocated, replaced, or rebuilt by the Contractor shall be considered as a part of the general cost of doing the Work and shall be included in the prices bid for the various Contract Items. No separate payment shall be made therefor.
- e. Where public utility installations or structures owned or controlled by the Owner or other governmental body are encountered during the course of the Work, and are not indicated on the Drawings or in the Specifications, and when, in the opinion of the Engineer, removal, relocation, replacement, or rebuilding is necessary to complete the Work under this Contract, such Work shall be accomplished by the utility having jurisdiction, or such Work may be ordered, in writing by the Engineer, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously, and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement, or rebuilding as required. If such work is accomplished by the Contractor, it will be paid for as extra work as provided in the Agreement.
- f. The Contractor shall, at all times in performance of the Work, employ acceptable methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage, or destruction of public utility installations and structures; and shall, at all times in the performance of the Work, avoid unnecessary interference with, or interruption of, public utility services, and shall cooperate fully with the owners thereof to that end.
- g. The Contractor shall give written notice to Owner and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least 48-hours in advance of breaking ground in any area or on any unit of the Work.
- h. The maintenance, repair, removal, relocation, or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the owners of such utilities.

1.02 DRAWINGS AND PROJECT MANUAL

- A. Drawings: When obtaining data and information from the Drawings, figures shall be used in preference to scaled dimensions, and large-scale drawings in preference to small-scale drawings.
- B. Supplementary Drawings:
 - 1. When, in the opinion of the Engineer, it becomes necessary to explain more fully the Work to be done or to illustrate the Work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared by the Engineer, and the Contractor will be furnished one (1) complete set of reproducible black-line bond copies (24 inches by 36 inches) and one (1) reproducible copy of the Project Manual.
 - 2. The Supplementary Drawings shall be binding upon the Contractor with the same force as the Contract Drawings. Where such Supplementary Drawings require either less or more than the estimated quantities of Work, credit to the Owner or compensation therefor to the Contractor shall be subject to the terms of the Agreement.
- C. Contractor to Check Drawings and Data:
 - 1. The Contractor shall verify all dimensions, quantities, and details shown on the Drawings, Supplementary Drawings, schedules, Specifications, or other data received from the Engineer, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting therefrom, nor from rectifying such conditions at his own expense. He will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the Engineer, should such errors or omissions be discovered.
 - 2. All schedules are given for the convenience of the Engineer and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.
- D. Specifications: The Technical Specifications consist of three (3) parts: General, Products, and Execution. The General part of a Specification contains General Requirements which govern the Work. The Products and Execution parts modify and supplement the General Requirements by detailed requirements for the Work and shall always govern whenever there appears to be a conflict.
- E. Intent:
 - 1. All Work called for in the Specifications applicable to this Contract, but not shown on the Drawings in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Drawings or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the Work, is required and shall be performed by the Contractor as though it were specifically delineated or described.
 - 2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and

materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, the interpretation of these Specifications shall be made upon that basis.

1.03 MATERIALS AND EQUIPMENT

A. Manufacturer:

1. All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request and at the Engineer's option, that the manufacturer or subcontractor deal directly with the Engineer. Any such transactions shall not in any way release the Contractor from his full responsibility under this Contract.
3. Any two (2) or more pieces of material or equipment of the same kind, type, or classification, and being used for identical types of service, shall be made by the same manufacturer.

B. Delivery:

1. The Contractor shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the Work so as to complete the Work within the allotted time.
2. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

C. Tools and Accessories:

1. The Contractor shall, unless otherwise stated in the Contract Documents, furnish with each type, kind, or size of equipment, one (1) complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment. Such tools and appliances shall be furnished in approved painted steel cases, properly labeled and equipped with good grade cylinder locks and duplicate keys.
2. Spare parts shall be furnished as specified herein and as recommended by the manufacturer necessary for the operation of the equipment, not including materials required for routine maintenance.
3. Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight, and principal rate data.

D. Service of Manufacturer's Engineer:

1. The Contract Prices for equipment shall include the cost of furnishing a competent and experienced engineer or superintendent who shall represent the manufacturer and shall assist the Contractor, when required, to install, adjust, test, and place in operation, the equipment in conformity with the Contract Documents.

2. After the equipment is placed in permanent operation by the Owner, such engineer or superintendent shall make all adjustments and tests required by the Engineer to prove that such equipment is in proper and satisfactory operating condition, and shall instruct such personnel as may be designated by the Owner in the proper operation and maintenance of such equipment.

1.04 INSPECTION AND TESTING

A. General:

1. For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections and tests, and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Five (5) copies of the reports shall be submitted, and authoritative certification thereof must be furnished to the Engineer as a prerequisite for the acceptance of any material or equipment.
2. If, in the making of any test of any material or equipment, it is ascertained by the Engineer that the material or equipment does not comply with the Contract Documents, the Contractor will be notified thereof, and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the Work and replace it with acceptable material, without cost to the Owner.
3. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized test codes of the ANSI, ASME, or the IEEE, except as may otherwise be stated herein.
4. The Contractor shall be fully responsible for the proper operation of equipment during testing and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the Owner formally takes over the operation thereof.

B. Costs:

1. All inspection and testing of materials furnished under this Contract will be provided by the Contractor, unless otherwise expressly specified.
2. The cost of shop and field tests of equipment and of certain other tests specifically called for in the Contract Documents shall be borne by the Contractor, and such costs shall be deemed to be included in the Contract Price.
3. Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the Owner for compliance. The Contractor shall reimburse the Owner for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

C. Certificate of Manufacture:

1. Contractor shall furnish to Engineer authoritative evidence in the form of a certificate of manufacture that the materials to be used in the Work have been manufactured and tested in conformity with the Contract Documents.

2. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

D. Shop Tests:

1. Each piece of equipment for which pressure, duty, capacity, rating, efficiency, performance, function, or special requirements are specified shall be tested in the shop of the maker in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents.
2. Five (5) copies of the manufacturer's actual test data and interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company and/or independent laboratory, shall be submitted to the Engineer for approval.
3. The cost of shop tests and of furnishing manufacturer's preliminary and shop test data of operating equipment shall be borne by the Contractor.

E. Start-up Tests:

1. As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make start-up tests of equipment.
2. If the start-up tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to demonstration tests, make all changes, adjustments, and replacements required. The furnishing Contractor shall assist in the start-up tests as applicable.

F. Demonstration Tests:

1. Prior to Contractor's request for a Substantial Completion inspection, all equipment and piping installed under this Contract shall be subjected to demonstration tests as specified or required to prove compliance with the Contract Documents.
2. The Contractor shall furnish labor, fuel, energy, water, chemicals, and all other materials, equipment, and instruments necessary for all demonstration tests, at no additional cost to the Owner. Contractor shall assist in the demonstration tests as applicable.

1.05 LINES AND GRADES

A. Grade:

1. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings, or as given by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.
2. Adjustments of grades shown on Drawings may be necessary to conform to actual field conditions or to maintain cover under proposed future grades. Such adjustments shall be considered part of the job conditions and no extra compensation will be allowed for such changes, except where specifically

otherwise noted in the Drawings or Specifications. Such adjustments must be approved by the Engineer prior to being made.

3. The Engineer will establish bench marks and baseline controlling points. Reference marks for lines and grades as the Work progresses will be located by the Contractor to cause as little inconvenience to the prosecution of the Work as possible. The Contractor shall so place excavation and other materials as to cause no inconvenience in the use of the reference marks provided. He shall remove any obstructions placed by him contrary to this provision.

B. Surveys:

1. The Contractor shall furnish and maintain, at his own expense, stakes and other such materials.
2. The Contractor shall check such reference marks by such means as he may deem necessary and, before using them, shall call the Engineer's attention to any inaccuracies.
3. The Contractor shall, at his own expense, establish all working or construction lines and grades as required from the reference marks set by the Engineer, and shall be solely responsible for the accuracy thereof. He shall, however, be subject to the check and review by the Engineer.

C. Safeguarding Marks:

1. The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the Work, bear the cost of re-establishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes, and marks.
2. The Contractor shall safeguard all existing and known property corners, monuments, and marks adjacent to but not related to the Work and shall bear the cost of re-establishing them if disturbed or destroyed.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01025
MEASUREMENT AND PAYMENT

1.01 GENERAL

- A. The Contractor shall receive and accept the compensation provided in the Proposal and the Contract as full payment for furnishing all materials, labor, tools and equipment, for performing all operations necessary to complete the work under the Contract, and also in full payment for all loss or damages arising from the nature of the work, or from any discrepancy between the actual quantities of work and quantities herein estimated by the Engineer, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the Owner.
- B. The prices stated in the proposal include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the Drawings and specified herein. The basis of payment for an item at the unit price shown in the proposal shall be in accordance with the description of that item in this Section.
- C. The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Bid Form or Payment Items, he shall include the cost for that work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the work in its entirety.

1.02 MEASUREMENT

- A. The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the Owner, in accordance with the applicable method of measurement therefore contained herein.

1.03 PAYMENT ITEMS

- A. Items are as enumerated on the bid form.
 - 1. The Bid shall be Lump Sum as per the attached Bid Sheet for the purposes of Project award. Payment shall be based upon actual quantities at the unit prices utilized on the Bid Sheet.

END OF SECTION

SECTION 01027
APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Submit Applications for Payment to the Engineer in accordance with schedule established by Conditions of the Contract and Agreement between Owner and Contractor.
- B. Related Requirements Described Elsewhere:
 - 1. Construction Progress Schedules: Section 01310.
 - 2. Schedule of Values: Section 01370.
 - 3. Construction Photographs: Section 01380.
 - 4. Contract Closeout: Section 01700.
 - 5. Project Record Documents: Section 01720.

1.02 FORMAT REQUIRED

- A. Submit applications for payment on the Application and Certificate for Payment Form which will be provided by the Engineer. The application shall consist of itemized data typed on 8-1/2 inch x 11 inch or 8-1/2 inch x 14 inch white paper continuation sheets.
- B. Provide itemized data on continuation sheets of format, schedules, line items, and values specified on the Application and Certificate for Payment Form. The Contractor shall use the item descriptions and contract values included in schedule of values, approved and accepted by the Engineer as a basis for preparation of the Application for Payment Form.

1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in percent complete for each activity and dollar values to agree with respective percents.
 - 3. Execute certification with signature of a responsible officer of Contractor.
- B. Continuation Sheets:
 - 1. Fill in total list of all scheduled component items of the Work, with item number and scheduled dollar value for each item.

2. Fill in dollar value in each column for each scheduled line item when Work has been performed or products stored. Round off values to nearest dollar, or as specified for Schedule of Values.
3. List each Change Order executed prior to date of submission, at the end of the continuation sheets. List by Change Order Number, and description, as for an original component item of the Work.
4. To receive approval for payment on component material stored on site, submit copies of the original paid invoices or releases of lien with the Application and Certificate for Payment.
5. As provided for in the Application and Certificate for Payment Form, the Contractor shall certify, for each current pay request, that all previous progress payments received from the Owner, under this Contract, have been applied by the Contractor to discharge in full, all obligations of the Contractor in connection with Work covered by prior Applications for Payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest, and encumbrances. Contractor shall attach to each Application and Certificate for Payment like affidavits by all Subcontractors.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. Contractor shall submit suitable information, with a cover letter identifying:
 1. Project.
 2. Application number and date.
 3. Detailed list of enclosures.
 4. For stored products:
 - a. Item number and identification as shown on application.
 - b. Description of specific material and manifest.
- B. Submit one (1) copy of data and cover letter for each copy of application.
- C. The Contractor is to maintain an updated set of drawings to be used as record drawings in accordance with Section 01720: Project Record Documents. As a prerequisite for monthly progress payments, the Contractor is to exhibit the updated record drawings for review by the Owner and the Engineer.
- D. Each monthly application for payment shall incorporate the corresponding "monthly progress status report" and updated construction schedule, prepared in accordance with the requirements of Section 01310: Construction Progress Schedules.
- E. As a prerequisite for payment, Contractor shall submit a duly executed letter from surety consenting to payment due and progress to date. The Contractor shall also submit partial releases of lien from all subcontractors and suppliers.
- F. Provide construction photographs in accordance with Section 01380: Construction Photographs.

1.05 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in application form as specified for progress payments. Provide information as required by the General Conditions and Section 01700: Contract Closeout.

- B. Furnish evidence of completed operations and insurance in accordance with the General Conditions.

1.06 SUBMITTAL PROCEDURE

- A. Submit Applications for Payment to the Engineer at the time stipulated in the Agreement, or as agreed to at the pre-construction meeting. Review the percents complete with the Engineer and resolve any conflicts or discrepancies.
- B. Number of copies for each Application for Payment: Five (5) copies plus additional copies for Contractor's needs.
- C. When the Engineer finds the Application and Certificate for Payment Form is properly completed and correct, he will execute the Certificate for Payment and transmit the forms to the Owner, with a copy to the Contractor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01050
FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Provide and pay for field engineering service for Project.
 - 1. Survey work required in execution of Work.
 - 2. Civil, structural, or other professional engineering services specified or required to execute Contractor's construction methods.
 - 3. The method of field staking for the construction of the Work shall be at the option of the Contractor.
 - 4. The accuracy of any method of staking shall be the responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.
 - 5. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any work until he has established such points, marks, lines, and elevations as may be necessary for the prosecution of the Work.
 - 6. The Contractor shall retain the services of a registered land surveyor licensed in the State of Florida to identify existing control points and maintain a survey during construction.
- B. Related Requirements Described Elsewhere:
 - 1. Conditions of the Contract.
 - 2. Summary of Project: Section 01010.
 - 3. Project Record Documents: Section 01720.

1.02 QUALIFICATIONS OF SURVEYOR OR ENGINEER

- A. Qualified engineer or registered land surveyor, acceptable to the Owner and the Engineer.
- B. Registered professional engineer of the discipline required for the specific service on the Project, currently licensed in the State of Florida.

1.03 SURVEY REFERENCE POINTS

- A. Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.
 - 1. Make no changes or relocations without prior written notice to the Engineer.

2. Report to the Engineer when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
3. Require surveyor to replace Project control points which may be lost or destroyed at no additional cost to the Owner. Establish replacement based on original survey control.

1.04 PROJECT SURVEY REQUIREMENTS

- A. Establish a minimum of two (2) permanent bench marks on site, referenced to data established by survey control points.
 1. Record locations, with horizontal and vertical data, on Project Record Documents.
- B. Establish lines and levels, locate and lay out, by instrumentation and similar appropriate means:
 1. Site improvements:
 - a. Stakes for grading, fill, and topsoil replacement.
 - b. Utility slopes and invert elevations.
 2. Batter boards for structure.
 3. Building foundation, column locations, and floor levels.
 4. Controlling lines and levels required for mechanical and electrical trades.
- C. From time to time, verify layouts by same methods.

1.05 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. At the end of the project, submit a certified site survey at 1 inch equals 20 feet scale on reproducible tracing sheets 24 inches by 36 inches, indicating the building corners and location of all new structures and elevations of stormwater facilities, pavement areas, sidewalks, finished floors, vaults, and above grade piping.
- C. At the end of the project, submit a certified survey at the same scale as the Engineer's line drawings indicating elevations and stationing at 100-foot pipe increments and at all valve and fitting locations.

1.06 SUBMITTALS

- A. Submit name and address of surveyor and professional engineer to the Engineer.
- B. On request of the Engineer, submit documentation to verify accuracy of field engineering work.
- C. Submit certificate signed by a registered engineer or surveyor certifying that elevations and locations of improvements are in conformance with the Contract Documents, or if not in conformance, certify as to variances from the Contract Documents.

- D. Submit drawings showing locations of all structures constructed. This drawing shall be included with the Project Record Documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01065
PERMITS AND FEES

PART 1 - GENERAL

- A. The Contractor shall obtain all permits and licenses related to his work, including but not limited to, the necessary construction permits except as otherwise provided herein. The Contractor shall also, if in effect and applicable at the date of bid opening, pay any governmental agency charges and inspection fees required for the prosecution of the work. If the Contractor desires connection of utility services (telephone or electricity) to a field office, he will be responsible for securing the necessary permits and any connection or disconnection charges involved.
- B. The Contractor shall adhere to all permit requirements as contained in permits obtained by the Owner.
- C. The Contractor shall obtain all permits required for construction that are not listed above.

END OF SECTION

SECTION 01070

ABBREVIATIONS AND SYMBOLS

PART 1 - GENERAL

1.01 STANDARDS AND ABBREVIATIONS

- A. Referenced Standards: Any reference to published specifications or standards of any organization or association shall comply with the requirements of the specification or standard which is current on the date of Advertisement for Bids. In case of a conflict between the referenced specifications or standards, the one having the more stringent requirements shall govern.

In case of conflict between the referenced specifications or standards and the Contract Documents, the Contract Documents shall govern.

- B. Abbreviations:

AA	Aluminum Association
AAA	American Arbitration Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Association
AASHO	The American Association of State Highway Officials
ABA	American Bar Association
ABMA	American Boiler Manufacturers Association
ABPA	Acoustical and Board Products Association
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies
AFBMA	Anti-Friction Bearing Manufacturers Association
AGA	American Gas Association
AGC	Associated General Contractors of America
AGMA	American Gear Manufacturers Association
AHA	American Hardboard Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIA	American Insurance Association
AIEE	American Institute of Electrical Engineers (Now IEEE)
AIMA	Acoustical and Insulating Materials Association
AISC	American Institute of Steel Construction
ISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standard Institute
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ARI	American Refrigeration Institute
ASA	American Standards Association (Now ANSI)
ASAHCA	American Society of Architectural Hardware Consultants
ASCE	American Society of Civil Engineers

ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSCBC	American Standard Safety Code for Building Construction
ASSHTO	American Association of State Highway Transportation Officials
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers Association
AWPB	American Wood Preservers Bureau
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Institute of America (formerly SCPI)
CDA	Copper Development Association
CFS	Cubic Feet Per Second
CMAA	Crane Manufacturers Association of America
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard
DHI	Door and Hardware Institute
DIPRA	Ductile Iron Pipe Research Association
DOT Spec	Standard Specification for Road and Bridge Construction Florida Department of Transportation
E/A	Engineer and/or Architect
EDA	Economic Development Association
EEI	Edison Electric Institute
EPA	Environmental Protection Agency
FCI	Fluid Control Institute
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
Fed Spec	Federal Specification
FPS	Feet Per Second
FS	Federal Standards
GPM	Gallons Per Minute
HMI	Hoist Manufacturers Institute
HP	Horsepower
HSBII	Hartford Steam Boiler Inspection and Insurance Co.
ID	Inside Diameter
IEEE	Institute of Electrical and Electronic Engineers
IFI	Industrial Fasteners Institute
IPCEA	Insulated Power Cable Engineers Association
IPS	Iron Pipe Size
MGD	Million Gallons Per Day
MHI	Materials Handling Institute
MMA	Monorail Manufacturers Association
NBFU	National Board of Fire Underwriters
NBHA	National Builders' Hardware Association
NBS	National Bureau of Standards
NCSA	National Crushed Stone Association
NCSPA	National Corrugated Steel Pipe Association
NEC	National Electrical Code
NECA	National Electrical Contractors' Association
NEMA	National Electrical Manufacturers' Association

NFPA	National Fire Protection Association
NLA	National Lime Association
NPC	National Plumbing Code
NPT	National Pipe Threads
NSC	National Safety Council
NSF	National Sanitation Foundation
OD	Outside Diameter
OSHA	U.S. Department of Labor, Occupational Safety and Health Act
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PS	United States Products Standards
PSI	Pounds per Square Inch
PSIA	Pounds per Square Inch Absolute
PSIG	Pounds per Square Inch Gauge
RPM	Revolutions Per Minute
SAE	Society of Automotive Engineers
SDI	Steel Decks Institute
SJI	Steel Joists Institute
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SSI	Scaffolding and Shoring Institute
SSPC	Steel Structures Painting Council
SSPC	Structural Steel Painting Council
STA	Station (100 feet)
TDH	Total Dynamic Head
TH	Total Head
UBC	Uniform Building Code
UL	Underwriter's Laboratories, Inc.
USASI	United States of America Standards Institute

C. Additional abbreviations and symbols are shown on the Drawings.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01100
SPECIAL PROJECT PROCEDURES

PART 1 - GENERAL

1.01 PIPE LOCATIONS

- A. All pipes shall be located substantially as indicated on the Drawings, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons. Where fittings are noted on the Drawings, such notation is for the Contractor's convenience and does not relieve him from laying and jointing different or additional items where required.

1.02 OPEN EXCAVATIONS

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by workmen.

1.03 TEST PITS

- A. Test pits for the purpose of locating underground pipeline or structures in advance of the construction shall be excavated and backfilled by the Contractor. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the Engineer. The costs for such test pits shall be borne by the Contractor.

1.04 JURISDICTIONAL DISPUTES

- A. It shall be the responsibility of the Contractor to pay all costs that may be required to perform any of the Work shown on the Drawings or specified herein in order to avoid any work stoppages due to jurisdictional disputes.

1.05 INCLEMENT WEATHER

- A. In the event of inclement weather, the Contractor shall, and shall cause subcontractors to protect carefully the Work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any portion of work or materials have been damaged or injured by reason of failure on the part of the Contractor or any subcontractors to so protect the Work, such Work and materials shall be removed and replaced at the expense of the Contractor.

1.06 COORDINATION OF WORK

- A. The Contractor shall cooperate fully so as to eliminate or minimize the creation of conflicts. Adjustments from time to time may be required in the Contractor's work location and/or schedule provided a reasonable notice is given by the Owner or Engineer.

1.07 USE OF PUBLIC STREETS

- A. The use of public streets and roads shall be such as to provide a minimum of an inconvenience to the public and to other traffic. Any earth or other excavated materials

spilled from trucks shall be removed by the Contractor and the streets and roads cleaned to the satisfaction of the Owner.

1.08 TRAFFIC

- A. All safety precautions shall be taken and all traffic controls be furnished satisfactorily to the City, County, Florida Department of Transportation, and/or other government agencies having jurisdiction, where partial or complete obstruction of highways, roadways, streets, drives or sidewalks is required in the performance of the Work.

1.09 CHEMICALS

- A. All chemicals used during project construction, or furnished for project operations, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of the State Department of Health, Florida Department of Environmental Protection and if required, also the EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with the manufacturer's instructions or recommended use procedures.

1.10 SAFETY AND HEALTH REGULATIONS

- A. The Contractor shall comply with the Department of Labor Safety & Health Regulations for construction promulgated under the Occupational Safety & Health Act of 1970, (PL 91-596) and under Section 107 of the Contract Work Hours & Safety Standards Act (PL 91-54).
- B. All equipment furnished and installed under this Contract shall comply to Part 1910, Occupational Safety & Health Standards & Amendments thereto.
- C. The Contractor shall comply with the Florida Trench Safety Act (90-96, Florida Law).
- D. All materials, equipment, and components that come in contact with drinking water or drinking water chemicals shall be in conformance with ANSI/NSF Standard 61.

1.11 STATE AND FEDERAL PERMITS

- A. Construction in Florida Department of Transportation rights-of-way, wetlands and navigable water bodies will be governed by applicable State and Federal permits. All conditions set forth on the permits shall be a part of the Contract and they shall be attached by addendum.

1.12 INSPECTION

- A. The authorized representatives and agents of the Environmental Protection Agency and Controlling State and Local Pollution Control Agencies shall be permitted to inspect all work, material, payrolls, personnel records, invoices of materials and any other relevant data and records. The Owner and Engineer shall be permitted access to any work area for the inspection of work and materials. The Owner may, at the Contractor's expense, order the uncovering or removal of any finished work if circumstances indicate faulty work or materials were used in the original installation. The Owner and Engineer shall also be permitted to inspect material invoices, payrolls or any other relevant data or records as may be necessary or required to satisfy the requirements of the Contract

1.13 ENVIRONMENTAL PROTECTION

A. General:

1. Contractor shall comply with all Federal, State and Local laws and regulations controlling pollution of the environment. Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter. In the event of conflict between such laws and regulations and the requirements of the Specifications, the more restrictive requirements shall apply. Environmental protection requirements specified in other Sections shall be considered as supplementing the requirements of this Section.
2. Failure of the Contractor to fulfill any of the requirements of this Section may result in the Owner ordering the stopping of construction operations.
3. Failure on the part of the Contractor to perform the necessary measures to control erosion, siltation, and pollution will result in the Owner notifying the Contractor to take such measures. In the event that the Contractor fails to perform such measures within 24 hours after receipt of such notice, the Owner may stop the Work as provided above, or may proceed to have such measures performed by others. The cost of such work performed by others plus related fees by the Engineer will be deducted from monies due the Contractor on his Contract.
4. All erosion and pollution control features installed by the Contractor shall be acceptably maintained by the Contractor during the time that construction work is being done.
5. Repair or replace damaged or inoperative erosion and pollution control devices as directed by the Engineer or the Owner's Representative.
6. Where there is a high potential for erosion and possible water pollution, the Contractor shall not expose, by his construction methods or procedures, an area of erosive land at any one time larger than the minimum amount required for the proper and efficient construction operation. If the exposure of any incomplete work corresponding to the exposure period required for erosion is anticipated, temporary protective measures shall be taken to prevent the erosion or collapse of land in that immediate construction area.

- B. Erosion and Pollution Control Schedule: At or prior to the preconstruction conference, the Contractor shall submit to the Owner for his information, three (3) copies of his erosion and pollution control work schedule. This schedule shall show the time relationship between phases of the Work which must be coordinated to reduce erosion and pollution, and shall describe construction practices and temporary control measures which will be used to minimize erosion and pollution. The schedule shall also show the Contractor's proposed method of erosion control on haul roads and borrow and material pits, and his plan for disposal of waste materials or other sources of pollution. Maps or other documents may also be required to show the proposed final surface gradient of proposed borrow pits, soil type base course pits, and waste areas. No work shall be started until the erosion and pollution control schedules and methods of operations have been submitted to the Owner for his information.

C. Air Pollution Controls:

1. Contractor shall control dust caused by his operations in the construction of the Project, including but not specifically limited to the following:
 - a. Clearing, grubbing, and stripping.
 - b. Excavation and placement of embankment.
 - c. Cement and aggregate handling.
 - d. Limerock stabilization.
 - e. Use of haul roads.
 - f. Sandblasting or grinding.
2. Contractor shall control air pollution from the following causes in constructing the project:
 - a. Volatiles escaping from asphalt and cutback materials.
 - b. Use of herbicides or fertilizers.
3. Control of dust and other air pollutants by the Contractor shall include:
 - a. Exposing the minimum area of land.
 - b. Applying temporary mulch with or without seeding.
 - c. Use of water sprinkler trucks.
 - d. Use of covered haul trucks.
 - e. Use of stabilizing agents in solution.
 - f. Use dust palliatives and penetration asphalt on temporary roads.
 - g. Use of wood chips in traffic and work areas.
 - h. Use of vacuum-equipped sandblasting systems.
 - i. Use of plastic sheet coverings.
 - j. Restricting the application rate of herbicides to recommended dosage. Materials shall be covered and protected from the elements. Application equipment and empty containers shall not be rinsed and discharged so as to pollute a stream, river, lake, pond, water impoundment, or the ground water.
 - k. Relay of operations until climate or wind conditions dissipate or inhibit the potential pollutants.

- D. Open Burning of Combustible Wastes: No open burning of combustible waste materials or vegetation shall be permitted. All waste materials shall be removed from the site or within public rights-of-way and disposed in a legal manner.

E. Permanent and Temporary Water Pollution Control (Soil Erosion):

1. Sufficient precautions shall be taken during construction to minimize the run-off of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other polluting materials harmful to humans, fish, or other life, into the supplies and surface waters of the State. Control measures must be adequate to assure that turbidity in the receiving water will not be increased more than allowed by the State or controlling agency. Such measures may consist of construction of berms, dikes, dams, drains and sediment basins, or use of fiber mats, woven plastic filter cloths, gravel, mulches, quick growing grasses, sod, bituminous spray and other erosion control devices or methods approved by the State or controlling agency.
2. The Contractor shall not be permitted frequent fording of live streams with construction equipment; therefore, temporary bridges or other structures shall be used wherever such crossings adversely affect sediment levels and an appreciable number of stream crossings are necessary.
3. The Contractor shall promptly clear all waterways and drainage patterns of false work, piling, debris, or other obstructions placed during construction work and not a part of the finished work.
4. The Contractor shall remove and dispose of silt accumulations as directed by the Engineer or the Owner's Representative.
5. If new and additional erosion control structures are to be installed, under this project, to prevent possible future erosion as a result of work under this contract, they shall be constructed concurrently with the other work, as early as possible, and as conditions permit.

- F. Noise Control: The Contractor shall provide adequate protection against objectionable noise levels caused by the operation of construction equipment in order to comply with all current City ordinances and these Specifications. Sound levels shall be measured at the exterior of the nearest exterior wall of the nearest residence or building. Levels at construction equipment shall not exceed 85 dBA at any time. Sound levels in excess of allowable values are sufficient cause to have the work halted until equipment can be quieted to these levels. Work stoppage by the Engineer or Owner for excessive noise shall not relieve the Contractor of the other portions of this Specification including, but not limited to completion dates and bid amounts.

1.14 TREE AND SHRUB PROTECTION AND TRIMMING

- A. Contractor shall exercise care to protect all trees and shrubs designated to remain. Trees and shrubs outside construction limits shall remain and shall be protected and where damaged, restored to original condition. Contractor shall obtain approval from the Owner prior to removing any trees. Trees damaged within construction limits due to negligence shall be restored to original condition.
- B. Tree limbs which interfere with construction operations and are approved for pruning shall be neatly cut with sharp pruning instruments; do not break or chop. All cut faces shall be coated with an approved tree pruning compound which is waterproof, antiseptic, elastic and free of kerosene, coal tar, creosote and other substances harmful to plants. Pruning operations shall be extended to restore the natural shape of the entire tree or shrub. Do not allow fires under or adjacent to trees or other plants which are to remain.

- C. Contractor shall protect tree and shrub root systems. Do not store construction materials, debris or excavated materials beyond construction limits. Do not permit vehicles or construction equipment beyond the limits of utility line construction. Restrict foot traffic to prevent excessive compaction of soil over root system. Excavated material shall be stockpiled away from tree drip lines as approved by the Engineer. Protect tree and shrub root systems from damage due to noxious materials in solution caused by run-off or spillage during construction operations, or drainage from stored materials. Protect root systems from flooding, erosion or excessive wetting resulting from dewatering operations. Excavate within the drip line of trees only when approved by the Engineer. Where trees are designated to remain within the limits of construction and trenching for utilities is required within tree drip lines, cut roots with sharp pruning instruments; do not break or chop. Paint roots over 2" caliper with approved tree pruning compound.
- D. Trees damaged by construction operations shall be repaired promptly after damage occurs to prevent progressive deterioration of damaged trees. Removed trees, branches, roots and other excess materials shall be removed from the construction site to an approved landfill at the expense of the Contractor.

1.15 SITE CLEANUP AND RESTORATION

- A. The Contractor shall keep the working area free at all times of tools, materials and equipment not essential to the progress of the Work. Debris, waste materials, and rubbish shall be properly disposed of and not allowed to accumulate. If the Contractor should fail to do this, the Owner will make the necessary arrangements to affect the cleanup by others and will back charge the cost to the Contractor. If such action becomes necessary on the part of and in the opinion of the Owner, the Owner will not be responsible for the inadvertent removal of material which the Contractor would not have disposed of had he affected the required cleanup.
- B. Where material or debris has washed or flowed into or been placed in watercourses, ditches, gutters, drains, catch basins, or elsewhere as result of the Contractor's operations, such material or debris shall be entirely removed and satisfactorily disposed of during progress of the Work, and the ditches, channels, drains etc., kept in a clean and neat condition.
- C. On or before the completion of the Work, the Contractor shall, unless otherwise especially directed or permitted in writing, tear down and remove all temporary buildings and structures built by him; shall remove all temporary works, tools, and machinery or other construction equipment furnished by him; shall remove, acceptably disinfect, and cover all organic matter and material containing organic matter in, under, and around privies, houses, and other buildings used by him; shall remove all rubbish from any grounds he has occupied; and shall leave the roads and all parts of the premises and adjacent property affected by his operations, in a neat and satisfactory condition.
- D. The Contractor shall restore the entire project site to its original or better condition, with the exception of any area(s) designated for alteration by the Contract Documents. The Contractor shall restore or replace; when and as directed, any public or private property damaged by his work, equipment, or employees to a condition at least equal to that existing immediately prior to the beginning of operations. To this end the Contractor shall do as required all necessary highway or driveway, walk, and landscaping work. Suitable materials, equipment, and methods shall be used for such restoration.

- E. The Contractor shall thoroughly clean all materials and equipment installed by him and his subcontractors and on completion of the Work shall deliver it undamaged and in fresh and new appearing condition.

1.16 LAWS AND REGULATIONS

- A. It shall be the responsibility of the Contractor to give all notices and comply with all the laws, rules, regulations, ordinances, etc., that may be applicable at the time the Work is started on the project. Should the Contractor discover the Drawings or Specifications are contradictory to, or in variance with the above, he shall notify the Engineer immediately, in writing, in order that any required changes or modifications can be made. It is not the Contractor's responsibility to make certain that the Drawings or Specifications are in non-compliance with any of the above; however, should he be aware of any existing discrepancy, or have reason to believe such may exist and performs work without proper notice to the Engineer, the Contractor shall be responsible for any cost involved in making the necessary alterations or corrections.

1.17 CONTRACTOR'S USE OF PREMISES

- A. All project construction work will be accomplished on the Owner's property, public rights-of-way or within temporary construction easements and the Contractor shall confine his activity to those designated areas. The Contractor shall not enter upon private property for any reason without securing prior permission from the property owner. Such permission, including any stipulations, shall be in writing and a copy shall be delivered to the Engineer prior to the Contractor's entry or occupation of the subject property. This requirement will be rigidly enforced, particularly with regard to the utilization of vacant areas adjacent to the work site for the storage of materials or parking equipment.
- B. The Contractor shall perform his work in such manner that he will not damage adjacent public or private property. Any damage to existing physical structures or utility services shall be repaired or restored promptly at no expense to the Owner.
- C. The Contractor shall avoid damage to and preserve all existing vegetation (grass, shrubs, trees, etc.) on or near the work area which do not, within reason, interfere with construction. The Contractor will be responsible for and required to replace or restore all such vegetation damaged or destroyed at no cost to the Owner. The Contractor will also be responsible for any unauthorized cutting or damage to trees, shrubs, etc., and also damage caused by careless operation of equipment, storage of materials and rutting or tracking of grass by equipment.
- D. The Contractor shall conduct access, hauling, filling, and storage operations as specified herein and as shown on the Contract Drawings.
 - 1. On-site borrow areas are designated as follows: Suitable material, as approved by Engineer, from excavations for project structures. Any additional borrow material required shall be provided by the Contractor from off-site.
 - 2. On-site spoil areas will become property of the Contractor and are to be disposed off-site.
- E. Construct all fill areas so runoff will not flood improved areas.
- F. All connections to existing piping systems shall be made as shown or indicated on the Drawings after consultation, cooperation, and coordination with the Owner. Some such connections may have to be made during off-peak hours (late night or early morning

hours). The Contractor shall give a minimum of 72 hours notice to the Owner when tie-ins with the existing plant utilities are required.

- G. For major utility pipeline tie-ins and relocations, the Contractor shall submit a detailed Plan of Action for review and approval by the Owner and the Engineer. No major utility relocation or tie-ins shall proceed until the Plan of Action for that Work is approved.

1.18 HAZARDOUS LOCATIONS

- A. The Contractor shall be responsible for identification of hazardous locations, appropriate construction methods, and all other safety issues.

1.19 ADDITIONAL PROVISIONS

- A. The Contractor shall provide at his own cost all necessary temporary facilities for access to, and for protection of, all existing structures. The Contractor is responsible for all damage to existing structures, equipment, and facilities caused by his construction operations, and must repair all such damage when and as ordered by the Engineer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01200 PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Contractor shall cooperate and coordinate with the Engineer to schedule and administer the preconstruction meeting, monthly progress meetings, and specifically called meetings throughout the progress of the Work. The Contractor shall:
 - a. Prepare agenda for meetings.
 - b. Make physical arrangements for meetings.
2. Representatives of Contractor, subcontractors, and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
3. The Owner will attend meetings to ascertain that the Work is expedited consistent with Contract Documents and construction schedules.
4. The Contractor shall record the preconstruction meeting and each progress meeting in its entirety, and shall provide the Engineer with a regular cassette or CD copy of such recording, having good quality and clarity, and a typed transcript of the minutes of the meeting.

B. Related Requirements Described Elsewhere:

1. Construction Progress Schedules: Section 01310.
2. Shop Drawings, Working Drawings, and Samples: Section 01340.
3. Project Record Documents: Section 01720.

1.02 PRECONSTRUCTION MEETING

- A. Engineer will schedule a preconstruction meeting no later than twenty (20) days after date of Notice to Proceed. The meeting shall be scheduled at the convenience of all parties.
- B. Location: A local site, convenient for all parties, designated by the Engineer.
- C. Attendance:
1. Owner's representative.
 2. Engineer and his professional consultants.
 3. Resident project representative.
 4. Contractor and his superintendent.

5. Major subcontractors.
 6. Representatives of major suppliers and manufacturers as appropriate.
 7. Governmental and Utilities representatives as appropriate.
 8. Others as requested by the Contractor, Owner, and Engineer.
- D. The Engineer shall preside at the preconstruction meeting. Contractor shall provide for keeping minutes and distribution of minutes. The purpose of the preconstruction meeting is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established.
- E. The suggested agenda for the preconstruction meeting will include but not be limited to the following:
1. Distribution and discussion of:
 - a. List of major subcontractors and suppliers.
 - b. Projected schedules.
 - c. Schedule of Values.
 2. Critical work sequencing: Relationships and coordination with other contracts and/or work and continuing water treatment plant operation.
 3. Major equipment deliveries and priorities.
 4. Project coordination: Designation and responsible personnel.
 5. Procedures and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Request for Information.
 - d. Submittals.
 - d. Change Orders.
 - f. Applications for Payment.
 6. Submittal of Shop Drawings, project data and samples.
 7. Adequacy of distribution of Contract Documents.
 8. Procedures for maintaining Record Documents
 9. Use of premises:

- a. Office, work, and storage areas.
 - b. Owner's requirements.
 - c. Access and traffic control.
- 10. Construction facilities, controls, and construction aids.
 - 11. Temporary utilities.
 - 12. Safety and first aid procedures.
 - 13. Check of required Bond and Insurance certifications.
 - 14. Completion time for contract and liquidated damages.
 - 15. Request for extension of Contract Time.
 - 16. Procedures for periodic monthly (or whatever interval is deemed appropriate or necessary, however, a minimum of monthly meetings will be required) progress meetings, for all involved.
 - 17. Security procedures.
 - 18. Procedures for making partial payments.
 - 19. Guarantees on completed work.
 - 20. Equipment to be used.
 - 21. Project layout and staking of work.
 - 22. Project inspection.
 - 23. Labor requirements.
 - 24. Laboratory testing of material requirements.
 - 25. Provisions for material stored on site and monthly inventory of materials stored.
 - 26. Requirements of other organizations such as utilities, railroads, highway departments, building departments.
 - 27. Rights-of-way and easements.
 - 28. Housekeeping procedures.
 - 29. Posting of signs and installation of Project Sign.
 - 30. Pay request submittal dates.
 - 31. Equal opportunity requirements.

1.03 PROGRESS MEETINGS

- A. The Engineer shall schedule regular periodic meetings. The progress meetings will be held a minimum of once every thirty (30) days and at other times as required by the progress of the Work. The first meeting shall be held within thirty (30) days after the preconstruction meeting or thirty (30) days or less after the date of Notice to Proceed.
- B. Hold called meetings as required by progress of the Work.
- C. Location of the meetings: As designated by the Owner.
- D. Attendance:
 - 1. Engineer and his professional Subconsultants as needed.
 - 2. Resident Project Representative.
 - 3. Contractor and his Superintendent.
 - 4. Owner's representatives.
 - 5. Subcontractors (active on the site, as appropriate to the agenda).
 - 6. Others as appropriate to the agenda (suppliers, manufacturers, other subcontractors, etc.).
- E. The Engineer shall preside at the meetings. Contractor shall provide for keeping minutes and distribution of the minutes. The purpose of the meetings will be to review the progress of the Work.
- F. The suggested agenda for the progress meetings will include but not be limited to the following:
 - 1. Review approval of minutes of previous meeting.
 - 2. Review of Work progress since previous meeting and Work scheduled (3-week look ahead schedule).
 - 3. Field observations, problems, conflicts.
 - 4. Problems which impede construction schedule.
 - 5. Review of off-site fabrication, delivery schedules.
 - 6. Corrective measures and procedures to regain projected schedule.
 - 7. Status of Construction Schedule and revisions to the Construction Schedule as appropriate.
 - 8. Progress schedule during succeeding work period.
 - 9. Coordination of schedules.
 - 10. Review status of submittals and submittal schedule, expedite as

required.

11. Maintenance of quality standards.
12. Pending changes and substitutions.
13. Shop drawing problems.
14. Review proposed changes for:
 - a. Effect on Construction Schedule and on completion date.
 - b. Effect on other contracts of the Project.
15. Critical/long lead items.
16. Other business.

G. The Contractor is to attend progress meetings and is to study previous meeting minutes and current agenda items, and be prepared to discuss pertinent topics and provide specific information including but not limited to:

1. Status of all submittals and what specifically is being done to expedite them.
2. Status of all activities behind schedule and what specifically will be done to regain the schedule.
3. Status of all material deliveries, latest contact with equipment manufacturers, and specific actions taken to expedite materials.
4. Status of open deficiencies and what is being done to correct the same.

H. The Contractor is to provide a current submittal log at each progress meeting in accordance with Section 01340: Shop Drawings, Working Drawings, and Samples.

PART 2- PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01310
PROGRESS SCHEDULES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work:
 - 1. Prepare and submit to the Engineer in accordance with these Specifications, the estimated construction progress schedules demonstrating complete fulfillment of all contract requirements.
 - 2. Submit revised progress schedules on a monthly basis. No partial payments shall be approved until there is an approved construction progress schedule.

1.02 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade or operation within each structure or item.
 - 2. Horizontal time scale:
 - a. Show starting and completion dates for each activity in terms of the number of days after Notice to Proceed. All completion dates shown shall be within the period specified for contract completion. The first Schedule developed for approval shall be for the full length of the contract time. Subsequent schedules developed during construction can be modified based upon actual product deliveries and schedule of work.
 - b. Identify the first work day of each month.
 - 3. Scale and Spacing: To allow space for notations and future revisions.
 - 4. Maximum Sheet Size: 24 inches by 36 inches.
- B. Format of Listings: The chronological order of the start of each item of work for each structure.
- C. Identification of Listings: By major specification section numbers as applicable and structure.

1.03 CONTENT OF SCHEDULES

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity.
 - 2. Show the dates for the beginning of, and completion of, each major element of construction in no more than a one (1) week increment scale.

3. Show projected percentage of completion for each item, as of the first day of each month.
 4. Show projected dollar cash flow requirements for each month of construction and for each activity as indicated by the approved Schedule of Values.
- B. Submittals schedule for Shop Drawings and Samples shall be in accordance with Section 01340: Shop Drawings, Working Drawings, and Samples. Indicate on the Schedule the following:
1. The dates for Contractor's submittals.
 2. The dates submittals will be required for Owner-furnished products, if applicable.
- C. A typewritten list of all long lead items (equipment, materials, etc.).
- D. To the extent that the progress schedule or any revised progress schedule shows anything not jointly agreed upon or fails to show anything jointly agree upon, it shall not be deemed to have been approved by the Engineer. Failure to include any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within any applicable completion date, notwithstanding the Engineer's approval of the progress schedule.

1.04 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
1. Major changes in scope.
 2. Activities modified since previous submission.
 3. Revised projections of progress and completion.
 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
1. Problem areas, anticipated delays, and the impact on the schedule.
 2. Corrective action recommended, and its effect.
 3. The effect of changes on schedules of other prime contractors.

1.05 SUBMITTALS

- A. Submittal Requirements.
1. Logic network and/or time phased bar chart.
 2. Narrative description of the logic and reasoning of the schedule.
- B. Time of Submittals.

Within fifteen (15) working days after Notice to Proceed, Contractor shall submit a network diagram describing the activities to be accomplished in the project and their dependency relationships, (predecessor/successor) as well as a tabulated schedule as herein defined. The schedule produced and submitted shall indicate a project completion date on or before the contract completion date.

- C. Within ten (10) working days after the conclusion of the Engineer's review period, Contractor shall revise the network diagram as required and resubmit the network diagram and a tabulated schedule produced therefrom. The revised network diagram and tabulated schedule shall be reviewed and accepted or rejected by the Engineer within fifteen (15) working days after receipt. The network diagram and tabulated schedule when accepted by the Engineer shall constitute the project work schedule unless a revised schedule is required due to substantial changes in the work scope, a change in contract time or a recovery schedule is required and requested.
- D. Acceptance. The finalized schedule will be acceptable to the Engineer, when in the opinion of the Engineer, it demonstrates an orderly progression of the Work to completion in accordance with the contract requirements. Such acceptance will neither impose on the Engineer responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility therefore. The finalized schedule of shop drawing submittals will be acceptable to the Engineer, when in the opinion of the Engineer, it demonstrates a workable arrangement for processing the submittals in accordance with the requirements. The finalized Schedule of Values will be acceptable to the Engineer as to form and content, when in the opinion of the Engineer, it demonstrates a substantial basis for equitably distributing the contract sum. When the network diagram and tabulated schedule have been accepted, The Contractor shall submit to the Engineer five (5) copies of the time-scaled network diagram.
- E. Revised Work Schedules. Contractor, if requested by the Engineer, shall provide a revised work schedule if, at any time, the Engineer considers the completion date to be in jeopardy because of "activities behind schedule." The revised work schedule shall include a new diagram and tabulated schedule conforming to the requirements of this section, designed to show how Contractor intends to accomplish the work to meet the completion date. The form and method employed by Contractor shall be the same as for the original work schedule. No payment will be made if activities fall more than two (2) weeks behind schedule and a revised work schedule is not furnished.
- F. Schedule Revisions. The Engineer may require Contractor to modify any portions of the work schedule that become infeasible because of "activities behind schedule" or for any other valid reason. An activity that cannot be completed by its original latest completion date shall be deemed to be behind schedule. No change may be made to the sequence, duration or relationships of any activity without approval of the Engineer.

1.06 DISTRIBUTION

- A. Distribute copies of the reviewed schedules to:
 - 1. Engineer.
 - 2. Subcontractors.
 - 3. Other concerned parties.
 - 4. Owner (two copies).

- B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

1.07 CHANGE ORDERS

- A. Upon approval of a change order, the approved changes shall be reflected in the next scheduled revision or update submittal by Contractor.

1.08 SCHEDULE MONITORING

- A. At not less than monthly intervals or when specifically requested by Engineer, Contractor shall submit to the Engineer of an updated schedule for those activities that remain to be completed.
- B. The updated schedule shall be submitted in the form, sequence, and number of copies requested for the initial schedule.

1.09 PROGRESS MEETINGS

For the bi-weekly progress meeting, Contractor shall submit a three (3) week look-ahead schedule showing all activities in progress, uncompleted or scheduled to be worked during the three weeks. The three (3) weeks include the current week plus the next two (2) weeks. All activities shall be from the approved schedule and must be as shown on the schedule unless behind or ahead of schedule.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01340
SHOP DRAWINGS, WORKING DRAWINGS, AND SAMPLES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Contractor shall submit to the Engineer for review and approval, such Shop Drawings, Test Reports, and Product Data on materials and equipment (hereinafter in this Section called Data), and material samples (hereinafter in this Section called Samples) as are required for the proper control of work, including but not limited to those Shop Drawings, Data, and Samples for materials and equipment specified elsewhere in the Specifications and in the Drawings.
2. Within fourteen (14) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way expressed or implied relieve the Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required in order to expedite final review of Shop Drawings.
3. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and the Engineer. This log should include the following items:
 - a. Submittal description and number assigned.
 - b. Date to Engineer.
 - c. Date returned to Contractor (from Engineer).
 - d. Status of submittal (Approved, Approved as Noted, Amend and Resubmit, and Rejected).
 - e. Date of resubmittal and return (as applicable).
 - f. Date material release (for fabrication).
 - g. Projected date of fabrication.
 - h. Projected date of delivery to site.
 - i. Status of O&M manuals submittal.
 - j. Specification Section.
 - k. Drawings sheet number.

B. Related Requirements Described Elsewhere:

1. Construction Progress Schedules: Section 01310.
2. Material and Equipment: Section 01600.
3. Project Record Documents: Section 01720.
4. Operating and Maintenance Data: Section 01730.

1.02 CONTRACTOR'S RESPONSIBILITY

- A. It is the responsibility of the Contractor to check all drawings, data and samples prepared before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear the Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the Contractor takes exception to the specifications, the Contractor shall note the exception in the letter of transmittal to the Engineer.
- B. Determine and verify:
 1. Field measurements.
 2. Field construction criteria
 3. Catalog numbers and similar data.
 4. Conformance with Specifications.
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning and ending of manufacture, testing, and installation of materials, supplies, and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a Shop Drawing, Data, or a Sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the Engineer, with approval.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking and appropriate action from the time the Engineer receives them.
- F. All submittals shall be accompanied with a transmittal letter prepared in duplicate containing the following information:
 1. Date.
 2. Project Title and Number.
 3. Contractor's name and address.
 4. The number of each Shop Drawings, Project Data, and Sample submitted.
 5. Notification of Deviations from Contract Documents.

- a. The Contractor shall indicate in **bold type** at the top of the cover sheet of submittal of shop drawing if there is a deviation from the Drawings, Specifications, or referenced specifications or codes.
 - b. The Contractor shall also list any deviations from the Drawings, Specifications, or referenced specifications or codes and identify in green ink prominently on the applicable Shop Drawings.
- 6. Submittal Log Number conforming to Specification Section Number.
- G. The Contractor shall submit six (6) copies of descriptive or product data information and Shop Drawings to the Engineer plus the number of copies which the Contractor requires returned. All blueprint Shop Drawings shall be submitted with one (1) set of mylar reproducibles and the same number of prints as Shop Drawings, plus the number of copies which the Contractor requires returned. The Engineer will review the blueprints and return to the Contractor the set of marked-up mylar reproducibles with appropriate review comments.
- H. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of Work prior to the completion of the review by the Engineer of the necessary Shop Drawings.
- I. The Contractor shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment he proposes to supply both as pertains to his own work and any work affected under other parts, headings, or divisions of the Drawings and Specifications.
- J. The Contractor shall not use Shop Drawings as a means of proposing alternate items to demonstrate compliance with the Drawings and Specifications.
- K. Each submittal will bear a stamp indicating that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal. The Contractor stamp shall be similar to the sample given below.

(OWNER'S NAME) (PROJECT NAME) (PROJECT NUMBER)	
SHOP DRAWING NO.: _____ SPECIFICATION SECTION: _____ DRAWING NO. _____	
WITH RESPECT TO THIS SHOP DRAWING OR SAMPLE, I HAVE DETERMINED AND VERIFIED ALL QUANTITIES, DIMENSIONS, SPECIFIED PERFORMANCE CRITERIA, INSTALLATION REQUIREMENTS, MATERIALS, CATALOG NUMBER, AND SIMILAR DATA WITH RESPECT THERETO AND REVIEWED OR COORDINATED THIS SHOP DRAWING OR SAMPLE WITH OTHER SHOP DRAWINGS AND SAMPLES AND WITH THE REQUIREMENTS OF THE WORK AND THE CONTRACT DOCUMENTS.	
_____	NO VARIATION FROM CONTRACT DOCUMENTS
_____	VARIATION FROM CONTRACT DOCUMENTS AS SHOWN
(CONTRACTOR'S NAME) (CONTRACTOR'S ADDRESS)	
BY: _____	DATE: _____
AUTHORIZED SIGNATURE	

NOTE: NOT TO SCALE

- L. Drawings and schedules shall be checked and coordinated with the work of all trades and sub-contractors involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.

1.03 ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. The Engineer's review of Shop Drawings, Data, and Samples as submitted by the Contractor will be to determine if the items(s) generally conforms to the information in the Contract Documents and is compatible with the design concept. The Engineer's review and exceptions, if any, will not constitute an approval of dimensions, connections, quantities, and details of the material, equipment, device, or item shown.
- B. The review of drawings and schedules will be general, and shall not be construed:
 - 1. As permitting any departure from the Contract Documents.
 - 2. As relieving the Contractor of responsibility for any errors, including details, dimensions, and materials.
 - 3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.
- C. If the drawings or schedules as submitted describe variations and show a departure from the Contract Documents which the Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in Contract Price or contract time, the Engineer may return the reviewed drawings without noting an exception.
- D. "Approved As Noted" - Contractor shall incorporate Engineer's comments into the submittal before release to manufacturer. The Contractor shall send a letter to the Engineer acknowledging the comments and their incorporation into the Shop Drawing.
- E. "Amend And Resubmit" - Contractor shall resubmit the Shop Drawing to the Engineer. The resubmittal shall incorporate the Engineer's comments highlighted on the Shop Drawing.
- F. "Rejected" - Contractor shall correct, revise and resubmit Shop Drawing for review by Engineer.
- G. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.
- H. If the Contractor considers any correction indicated on the drawings to constitute a change to the Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- I. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.
- J. No partial submittals will be reviewed. Submittals not deemed complete will be stamped "Rejected" and returned to the Contractor for resubmittal. Unless otherwise specifically

permitted by the Engineer, make all submittals in groups containing all associated items for:

1. Systems.
2. Processes.
3. As indicated in specific Specifications Sections.

All drawings, schematics, manufacturer's product data, certifications, and other Shop Drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

- K. Only the Engineer shall utilize the color "red" in marking Shop Drawing submittals.
- L. Shop drawing and submittal data shall be reviewed by the Engineer for each original submittal and first resubmittal; thereafter review time for subsequent resubmittals shall be charged to the Contractor and the Contractor shall reimburse the Owner for services rendered by the Engineer as specified in the Supplementary Conditions.

1.04 SHOP DRAWINGS

- A. When used in the Contract Documents, the term "Shop Drawing" shall be considered to mean Contractor's plans for materials and equipment which become an integral part of the Project. Shop Drawings shall be complete and detailed and shall consist of fabrication, erection, setting and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Catalogs cuts, catalogs, pamphlets, descriptive literature, and performance and test data shall be considered only as supportive information to required Shop Drawings as defined above. As used herein, the term "manufactured" applies to standard units usually mass-produced; and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements.
- B. Manufacturer's catalog sheets, brochures, diagrams, illustrations, and other standard descriptive data shall be clearly marked to identify pertinent materials, products, or models. Delete information which is not applicable to the Work by striking or cross-hatching.
- C. Each Shop Drawing shall be submitted with an 8-1/2" by 11" cover sheet which shall include a title block for the submittal. Each Shop Drawing cover sheet shall have a blank area 3-1/2 inches high by 4-1/2 inches wide, located adjacent to the title block. The title block/cover sheet shall display the following:
 1. Project Title and Number.
 2. Name of project building or structure.
 3. Number and title of the Shop Drawing.
 4. Date of Shop Drawing or revision.
 5. Name of Contractor and subcontractor submitting drawing.
 6. Supplier/manufacturer.
 7. Separate detailer when pertinent.

8. Specification title and Section number.
 9. Applicable Drawing number.
- D. Data on materials and equipment shall include, without limitation, materials and equipment lists, catalog data sheets, catalog cuts, performance curves, diagrams, verification of conformance with applicable standards or codes, materials of construction, and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent Data.
 - E. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, and address, and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.
 - F. If drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the Work in accordance with the Contract, even though such drawings have been reviewed.
 - G. All manufacturers or equipment suppliers who propose to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five (5) installations where identical equipment has been installed and has been in operation for a period of at least two (2) years unless specified otherwise in the Specification Section applicable.

1.05 WORKING DRAWINGS

- A. When used in the Contract Documents, the term "Working Drawings" shall be considered to mean the Contractor's plan for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and falsework for underpinning, and for such other work as may be required for construction but does not become an integral part of the Project.
- B. Copies of working drawings as noted in paragraph 1.05 A. above, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for the Work.
- C. Working Drawings shall be signed by a registered Professional Engineer, currently licensed to practice in the State of Florida, and shall convey, or be accompanied by, calculations or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Prior to commencing such work, working drawings must have been reviewed without specific exceptions by the Engineer, which review will be for general conformance and will not relieve the Contractor in any way from his responsibility with regard to the fulfillment of the terms of the Contract. All risks to new or existing work are assumed by the Contractor; the Owner and Engineer shall have no responsibility therefor.

1.06 SAMPLES

- A. The Contractor shall furnish, for the approval of the Engineer, samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in the Work until approved by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Full range of color, texture, and pattern.
 - 3. A minimum of three (3) samples of each item shall be submitted.
- C. Each sample shall have a label indicating:
 - 1. Name of Project.
 - 2. Name of Contractor and subcontractor.
 - 3. Material or equipment represented.
 - 4. Place of origin.
 - 5. Name of producer/supplier and brand (if any).
 - 6. Location in Project.
 - 7. Submittal and specification numbers.

(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)
- D. The Contractor shall prepare a transmittal letter and a description sheet for each shipment of samples. The description sheet shall contain the information required in Paragraphs 1.06B and C above. He shall enclose a copy of the letter and description sheet with the shipment and send a copy of the letter and description sheet to the Engineer. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements.
- E. Approved samples not destroyed in testing shall be sent to the Engineer or stored at the site of the Work. Approved Samples of the hardware in good condition will be marked for identification and may be used in the Work. Materials and equipment incorporated in the Work shall match the approved Samples. Samples which failed testing or were not approved will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01370 SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work:
 - 1. Submit to the Engineer a Schedule of Values allocated to the various lump sum portions of the Work, at the Pre-Construction Conference, and as otherwise specified or requested to be submitted earlier as evidence of the Apparent Low Bidder's qualifications.
 - 2. Upon request of the Engineer support the values with data which will substantiate their correctness. The data shall include, but not be limited to quantity of materials, all sub-elements of the activity, and their units of measure.
 - 3. The Schedule of Values shall establish the actual value for each activity of the Work to be completed taken from the Construction Schedule, and shall be used as the basis for the Contractor's Applications for Payment.
- B. Related Requirements Described Elsewhere:
 - 1. Conditions of the Construction Contract.

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

- A. Type schedule on 8-1/2 inch x 11 inch white paper. Contractor's standard forms and computer printouts may be considered for approval by the Engineer upon Contractor's request. Identify schedule with:
 - 1. Title of project and location.
 - 2. Owner and purchase order number.
 - 3. Engineer and project number.
 - 4. Name and address of Contractor.
 - 5. Contract designation.
 - 6. Date of submission.
- B. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing item prices for progress payments during construction.
- C. Identify each line item with the number and the title of the respective section of the Specifications.
- D. For each major item of the Work, list sub-values of major products or operations under the major item.

- E. For the various portions of the Work:
 - 1. The amount for each item shall reflect a total installed cost including a directly proportional amount of the Contractor's overhead and profit.
 - 2. For items on which progress payments will be requested for stored materials, break down the value into:
 - a. The cost of the materials, delivered and unloaded, with taxes paid. Paid invoices are required for materials. Payment for materials shall be limited to the invoiced amount only.
 - b. The total installed value.
- F. Round off figures to nearest dollar amount.
- G. The sum of the costs of all items listed in the schedule shall equal the total Contract Price.
- H. For each item which has an installed value of more than \$15,000, provide a breakdown of costs to list major products or operations under each item.

1.03 SUBSCHEDULE OF UNIT MATERIAL VALUES

- A. Submit a separate schedule of unit prices for materials to be stored on site and for those materials incorporated into the Work for which progress payments will be requested.
- B. The unit values for the materials shall be broken down into:
 - 1. Cost of the material, delivered and unloaded at the site, with taxes paid.
 - 2. Copies of paid invoices for component material shall be included with the payment request in which the material first appears.
- C. Only materials unique to the project may be billed when stored on site. Materials of standard use such as conduit, wire, small-diameter pipe, steel, etc., shall not be accepted for payment.
- D. The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

1.04 REVIEW AND RESUBMITTAL

- A. After review by Engineer, revise and resubmit Schedule of Values and Schedule of Unit Material Values as required.
- B. Resubmit revised schedules in same manner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**SECTION 01500
TEMPORARY FACILITIES**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Provide temporary facilities required which shall include but are not necessarily limited to the following:
 - 1. By Contractor:
 - a. Telephone.
 - b. Storage sheds.
 - c. Temporary water service.
 - d. Temporary sanitary facilities.
 - e. Temporary electrical service.
 - f. Contractor's field office.
 - g. Engineer's field office.
 - 2. By Owner:
 - a. None.

1.02 TEMPORARY WATER

- A. Furnish and install temporary water service for use throughout construction period.
 - 1. Water for construction purposes.
 - 2. Water for other purposes.
 - a. Testing.
 - b. Temporary sanitary facilities.
 - c. Cleaning.
 - d. Potable water source (separate).
- B. Maintain adequate volume of water for all purposes.
- C. Water Source:
 - 1. Supplier: City of Mount Dora
 - 2. Potable water used shall be separately metered and protected with approved

back flow prevention devices. Potable water used will be billed to the Contractor at current utility rates.

- D. Maintain strict supervision of use of temporary services.
 - 1. Enforce conformance with applicable codes and standards.
 - 2. Enforce sanitary practices.
 - 3. Prevent waste of water.
 - 4. Prevent abuse of services.
- E. Costs of Installation and Operation: Pay costs for water used by all trades, including costs of installation, maintenance, and removal of pipe, meters, and equipment.
- F. Requirements of Regulatory Agencies:
 - 1. Pay for permits, fees, and deposits required by governing authorities.
 - 2. Comply with Federal, State and local codes.

1.03 TEMPORARY ELECTRICITY

- A. Furnish and install temporary electric power service for construction needs throughout construction period.
 - 1. Power centers for miscellaneous tools and equipment used in construction work.
 - 2. Power for construction equipment.
 - 3. Power for testing and checking equipment.
 - 4. Power for welding units and for other equipment having special power requirements.
 - 5. Power for Contractors, Subcontractors and Owner/Engineer's field offices.
- B. Capacity:
 - 1. Adequate electrical service for construction use by all trades during construction period.
 - 2. Notify power company if unusually heavy loads such as welding, and other special power requirements, will be connected.
 - a. Provide special circuits for heavy load requirements.
 - b. Do not overload any circuit.
- C. Maintain strict supervision of use of temporary services:
 - 1. Enforce conformance with applicable standards.

2. Enforce safe practices.
3. Prevent abuse of services.
- D. Costs of Installation and Operation: Pay costs for temporary electrical power used, including costs of installation, meter, maintenance, and removal of temporary services from point of connection.
- E. Requirements of Regulatory Agencies:
 1. Obtain and pay for permits as required by governing authorities.
 2. Comply with applicable codes.
 - a. National Electrical Code.
 - b. National Electrical Safety Code.
 - c. National Fire Protection Association.
 - d. Federal, State and local codes and utility company regulations.

1.04 TEMPORARY SANITARY FACILITIES

- A. Furnish and install temporary sanitary facilities for use throughout construction period.
- B. Maintain strict supervision of use of facilities:
 1. Enforce conformance with applicable standards.
 2. Maintain, service and clean facilities.
 3. Enforce proper use of sanitary facilities.
- C. Cost of Installation and Operation:
 1. Pay costs for temporary sanitary facilities, including costs of installation, maintenance and removal.
 2. Costs of Water: As specified in Paragraph 1.02C.2.
 3. Pay service charges for use of portable sanitary units.
- D. Facility Locations:
 1. Within the project site.
 2. Drinking Water: Convenient to work stations.
 3. Toilet and washing facilities.
 - a. Secluded from public observation.
 - b. Convenient for use of personnel in relation to work stations.

4. Obtain acceptance of Engineer and Owner.
- E. Requirements of Regulatory Agencies:
 1. Obtain and pay for permits as required by governing authorities.
 2. Comply with Federal, State, and local codes.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. General:
 1. Materials may be new or used, but must be adequate for purpose required.
 2. At Contractor's option, patented specialty products may be used, in compliance with applicable codes.

2.02 CONTRACTOR'S FIELD OFFICE AND FACILITIES

- A. Provide either a separate building or a trailer of adequate floor space for Contractor's use.
- B. The trailer shall be weather-tight, have a tight level floor at least 8 inches off the ground, and shall be insulated, have suitable screened ventilation, and a solid door.
- C. The Contractor shall locate all temporary construction offices and storage trailers where approved by the Owner and the Engineer.

PART 3 - EXECUTION

3.01 GENERAL

- A. Install work in a neat and orderly manner.
- B. Make structurally sound throughout.
- C. Maintain to provide continuous service.
- D. Modify and extend service as work progress requires.

3.02 TEMPORARY WATER

- A. Locate piping and outlets.
 1. Provide service convenient to work stations.
 2. Avoid interference with:
 - a. Traffic and work areas.

- b. Materials handling equipment.
 - c. Storage areas.
- B. Do not run piping on floor or on ground.
- C. When necessary to maintain pressure, provide temporary pumps, tanks, and compressors.

3.03 TEMPORARY ELECTRICITY

- A. Service and distribution may be overhead or underground.
- B. Locate to avoid interference with:
 - 1. Traffic and work areas.
 - 2. Cranes.
 - 3. Material handling equipment.
 - 4. Storage areas.
- C. Do not run branch circuits on floor or on ground.
- D. Wire all safety devices specified for final operation of equipment.
- E. Check operation of safety devices.

3.04 TEMPORARY SANITARY FACILITIES

- A. Portable Toilets:
 - 1. Erect securely, and anchor to prevent dislocation or tipping over.
 - 2. Service as often as necessary to prevent accumulation of wastes, and creation of unsanitary conditions.
- B. Washing Facilities: Provide faucets, drains and other washing facilities suitable for the type of work requiring washing.

3.05 REMOVAL

- A. Completely remove temporary materials and equipment upon completion of construction.
- B. Clean, and repair damage caused by installation and restore to specified, or original condition.

END OF SECTION

SECTION 01505 MOBILIZATION

PART I - GENERAL

1.01 DEFINITION AND SCOPE

- A. Mobilization shall include the obtaining of all permits, insurance, and bonds; moving onto the site; furnishing and erecting temporary buildings, and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the following principal items.
1. Move onto the site all Contractor's materials and equipment required for first month operations.
 2. Provide a temporary field office for the Contractor's use.
 3. Provide a temporary field office for the Engineer's use.
 4. Install temporary construction power, wiring, and lighting facilities.
 5. Establish fire protection plan and safety program.
 6. Secure construction water supply.
 7. Provide on-site sanitary facilities and potable water facilities as required by agencies having jurisdiction.
 8. Arrange for and erect Contractor's work and storage yard and employee's parking facilities.
 9. Submit all required insurance certificates and bonds.
 10. Obtain all required permits.
 11. Post all OSHA, EPA, Department of Labor, and all other required notices.
 12. Submit a detailed construction schedule acceptable to the Engineer as specified.
 13. Submit a schedule of values of the Work.
 14. Submit a schedule of submittals.

1.02 DEMOBILIZATION

- A. Demobilization is the timely and proper removal of all Contractor owned material, equipment or plant, from the job site and the proper restoration or completion of work necessary to bring the site into full compliance with the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01568
TEMPORARY EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work:
 - 1. The Work specified in this Section consists of designing, providing, maintaining and removing temporary erosion and sedimentation controls as required by applicable rules and regulations and permit conditions.
 - 2. Temporary erosion controls include, but are not limited to, grassing, mulching, netting, and providing interceptor ditches at ends of berms and at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits.
 - 3. Temporary sedimentation controls include, but are not limited to, silt dams, traps, barriers, and appurtenances at the foot of sloped surfaces which will ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits.
 - 4. Contractor is responsible for providing effective temporary erosion and sediment control measures during construction or until final controls become effective.
- B. Related Work Described Elsewhere:
 - 1. Excavation, Backfilling and Grading: Section 02220.
 - 2. Solid Sodding: Section 02822
 - 3. Loaming, Seeding, and Mulching: Section 02922.

PART 2 - PRODUCTS

2.01 EROSION CONTROL

- A. Sodding is specified in Section 02922.
- B. Netting shall be fabricated of material acceptable to the Owner.

2.02 SEDIMENTATION CONTROL

- A. Bales shall be clean, seed-free cereal hay type.
- B. Netting shall be fabricated of material acceptable to the Owner.
- C. Filter stone shall be crushed stone which conforms to Florida Department of Transportation (FDOT) Specifications.
- D. Concrete block shall be hollow, non-load bearing type.

- E. Concrete shall be exterior grade not less than 1-inch thick.

PART 3 - EXECUTION

3.01 EROSION CONTROL

- A. Minimum procedures for grassing are:
 - 1. Scarify slopes to a depth of not less than 6 inches and remove large clods, rock, stumps, roots larger than 1/2 inch in diameter and debris.
 - 2. Sow seed within 24 hours after the ground is scarified with either mechanical seed drills or rotary hand seeders.
 - 3. Apply mulch loosely and to a thickness of between 3/4 inch and 1-1/2 inches.
 - 4. Apply netting over mulched areas on sloped surfaces.
 - 5. Roll and water seeded areas in a manner which will encourage sprouting of seeds and growing of grass. Reseed areas which exhibit unsatisfactory growth. Backfill and seed eroded areas.

3.02 SEDIMENTATION CONTROL

- A. Install and maintain silt dams, traps, barriers, and appurtenances as shown on the approved descriptions and working drawings. Hay bales which deteriorate and filter stone which is dislodged shall be replaced.

3.03 PERFORMANCE

- A. Should any of the temporary erosion and sediment control measures employed by the Contractor fail to produce results which comply with the requirements of the State of Florida, the Owner or Engineer, the Contractor shall immediately take whatever steps are necessary to correct the deficiency at his own expense.

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.
- B. Related Requirements Described Elsewhere:
 - 1. Cleaning: Section 01710.
 - 2. Project Record Documents: Section 01720.
 - 3. Warranties and Bonds: Section 01740.

1.02 SUBSTANTIAL COMPLETION

- A. The Work will not be substantially complete, and Contractor may not request substantial completion inspection unless the following submittals and work is completed:
 - 1. Project Record Documents are complete and have been submitted and reviewed to the requirements of Section 01720.
 - 2. All training of Owner's personnel completed.
 - 3. All areas to be used and occupied are safe, operable in automatic and complete.
 - 4. All building occupancy certificates have been issued by the appropriate building permitting agency.
 - 5. All painting, finishes, fencing, cleanup, final grading, grassing, planting, sidewalk construction, and paving shall have been completed and are ready for inspection.
 - 6. All deficiencies noted on inspection reports or nonconformances are corrected or the correction plan approved.
- B. When the conditions of paragraph 1.02 A. are met the Contractor shall submit to the Engineer:
 - 1. A written notice that he considers the Work, or portion thereof, is substantially complete, and request an inspection.
 - 2. A punchlist of items to be corrected. (Uncompleted work which is not related to the safe, effective, efficient use of the Project may be allowed on the punchlist with the Engineer's approval.)
- C. Within a reasonable time after receipt of such notice, the Engineer will make an inspection to determine the status of completion.
- D. Should the Engineer determine that the Work is not substantially complete:

1. The Engineer will promptly notify the Contractor in writing, giving the reasons therefor.
 2. Contractor shall remedy the deficiencies in the Work and send another written notice of substantial completion to the Engineer.
 3. The Engineer will within reasonable time, reinspect the Work. The Contractor will be liable for reinspection fees as described in Paragraph 1.04, herein.
- E. When the Engineer finds that the Work is substantially complete, he will:
1. Schedule a walk-through of the facility to include the Owner. Engineer shall determine the completeness of the punchlist and readiness of the facility for occupancy by the Owner.
 2. Prepare and deliver to Owner a tentative Certificate of Substantial Completion with the tentative punch list of items to be completed or corrected before final inspection.
 3. After consideration of any objections made by the Owner as provided in Conditions of the Contract, and when the Engineer considers the Work substantially complete, he will execute and deliver to the Owner and the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected. Any incomplete work allowed on a punch list must be reinspected upon completion and any deficiencies found will be added to the punch list.

1.03 FINAL INSPECTION

- A. Prior to Contractor's request for a final inspection the following submittals and work must be complete:
1. Project Record Documents must be approved.
 2. All spare parts and maintenance materials must be suitably delivered to the Owner per the requirements of the Technical Sections of the Specifications.
 3. Contractor to submit evidence of compliance with requirements of governing authorities.
- B. After satisfying the requirements of Paragraph 1.03 A. and when Contractor considers the Work complete, he shall submit written certification that:
1. Contract Document requirements have been met.
 2. Work has been inspected for compliance with Contract Documents.
 3. Work has been completed in accordance with Contract Documents.
 4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
 5. All punchlist items have been corrected or completed and the Work is ready for final inspection.

- C. The Engineer will, within reasonable time, make an inspection to verify the status of completion after receipt of such certification.
- D. Should the Engineer consider that the Work is incomplete or defective:
 - 1. The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.
 - 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send another written certification to the Engineer that the Work is complete.
 - 3. The Engineer will, within a reasonable amount of time, reinspect the Work and the Contractor shall be liable for reinspection fees as described in Paragraph 1.04, herein.
- D. When the Engineer finds that the Work is acceptable under the Contract Documents, the Contractor may make closeout submittals.

1.04 REINSPECTION FEES

- A. Should the Engineer perform reinspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:
 - 1. Contractor will compensate the Owner for such additional services.
 - 2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS

- A. Warranties and Bonds: To requirements of Section 01740.
- B. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions.
- C. Certificate of Insurance for Products and Completed Operations.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the Engineer.
- B. Statement shall reflect all adjustments to the Contract Sum:
 - 1. The original Contract Sum.
 - 2. Additions and deductions resulting from:
 - a. Previous change orders or written amendments.
 - b. Allowances.
 - c. Unit prices.

- d. Deductions for uncorrected work.
 - e. Penalties and bonuses.
 - f. Deductions for liquidated damages.
 - g. Deductions for reinspection payments.
 - h. Other adjustments.
- 3. Total Contract Sum, as adjusted.
- 4. Previous payments.
- 5. Sum remaining due.
- C. Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01710 CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Execute cleaning, during progress of the Work and at completion of the Work.

1.02 DISPOSAL REQUIREMENTS

- A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations or personal activities.
- B. Provide on-site containers for the collection of waste materials, debris and rubbish.
- C. Remove waste materials, debris and rubbish from the site periodically, or as directed by the Owner, and dispose of at legal disposal areas away from the site.

3.02 DUST CONTROL

- A. The Contractor shall employ construction techniques that minimize the production and distribution of dust.
- B. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.
- C. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.03 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas, to verify that the entire Work is clean.

END OF SECTION

SECTION 01720
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Maintain at the site for the Owner one (1) record copy of:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications of the Contract.
 - 5. Engineer's Field Orders or written instructions.
 - 6. Approved Shop Drawings, Working Drawings and Samples.
 - 7. Field test records.
 - 8. Construction photographs.
- B. Related Requirements Described Elsewhere:
 - 1. Field Engineering: Section 01050.
 - 2. Shop Drawings, Working Drawings and Samples: Section 01340.
 - 3. Construction Photographs: Section 01380.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in Contractor's field office apart from documents used for construction.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI format with section numbers as provided herein.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Engineer or the Owner.
- E. As a prerequisite for monthly Progress payments, the Contractor is to exhibit the currently updated "Record Documents" for review by the Engineer and Owner. Payment may be withheld if record documents are not satisfactorily maintained.

1.03 MARKING DEVICES

- A. Provide felt tip marking pens for recording information in the color code designated by the Engineer.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" with a rubber stamp having one (1) inch high letters.
- B. Record information concurrently with construction progress.
 - 1. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly and clearly mark, to scale, each drawing to record actual construction:
 - 1. Depths of various elements of foundation in relation to finish first floor datum.
 - 2. All underground piping with elevations and dimensions. Changes to piping location. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Actual installed pipe material, class, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original Contract Drawings.
 - 7. Equipment and piping relocations.
 - 8. Major architectural and structural changes including relocation of doors, windows, etc.
 - 9. Architectural schedule changes according to Contractor's records and shop drawings.
- D. Specifications and Addenda: Legibly mark each section to record:
 - 1. Manufacturer, trade name, catalog number of Supplier of each product and item of equipment actually installed.
 - 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (after final review and approval): Provide six (6) sets of record shop drawings within the Operation and Maintenance Manual, for each process equipment, piping, electrical system and instrumentation system (see Section 01730).

1.05 SUBMITTAL

- A. At Contract closeout, deliver Record Documents to the Engineer for the Owner.
- B. Accompany submittal with transmittal letter in duplicate, containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Title and number of each Record Document.
 - 5. Signature of Contractor or his authorized representative.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01740 WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Related Work Described Elsewhere:
 - 1. Contract Closeout: Section 01700.

1.02 SUBMITTAL REQUIREMENTS

- A. Assemble warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.
- B. Number of original signed copies required: Two (2) each.
- C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
 - 1. Product of work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning of warranty, bond or service and maintenance contract.
 - 5. Duration of warranty, bond or service maintenance contract.
 - 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
 - 7. Contractor, name of responsible principal, address and telephone number.

1.03 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8-1/2 inches by 11 inches, punch sheets for standard three (3) ring binder.
 - a. Fold larger sheets to fit into binders.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:
 - a. Title of Project.

- b. Name of Contractor.
- C. Binders: Commercial quality, three (3) D-ring type binders with durable and cleanable white plastic covers and maximum D-ring width of two (2) inches. Binders shall be presentation type with clear vinyl covers on front, back, and spine. Binders shall include two sheet lifters and two horizontal inside pockets.

1.04 WARRANTY SUBMITTALS REQUIREMENTS

- A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the Owner.
- B. The Contractor shall be responsible for obtaining certificates for equipment warranty for all major equipment specified under Divisions 11: Equipment; 13: Special Construction; 15: Mechanical; and 16: Electrical. The Engineer reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.
- C. In the event that the equipment manufacturer or supplier is unwilling to provide a one (1) year warranty commencing at the start of the Correction Period, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the Contractor of the one (1) year warranty, starting at the time of Owner's acceptance of the equipment.
- D. The Owner shall incur no labor or equipment cost during the guarantee period.
- E. Guarantee shall cover all necessary labor, equipment, materials, and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer or the Contractor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 02140 DEWATERING

PART 1-GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The work to be performed under this section shall include the design and installation of a temporary dewatering system until completion of construction to remove subsurface waters from structure or utility trench excavations as required.

1.02 QUALITY ASSURANCE

- A. Qualifications: The temporary dewatering system, if necessary, shall be designed by a firm who regularly engages in the design of dewatering systems and who is fully experienced, reputable and qualified in the design of such dewatering systems. The firm shall have a successful record of operation for a minimum of five (5) years prior to bid date. The design firm shall supply the Engineer with previous installation details of at least three (3) successful dewatering operations of a similar nature in the State of Florida.
- B. In lieu of experience, the Contractor shall provide a performance and warranty bond for 1.0 times the total installed cost of the temporary dewatering system. This bond shall be executed prior to award and/or contract execution.
- C. Standards: The dewatering of any excavation areas and the disposal of water during construction shall be in strict accordance with all local and state government rules and regulations. If a consumptive use permit is required by local Water Management District, the Contractor shall be responsible for obtaining said permit.

1.03 SUBMITTALS

- A. Submit to the Engineer for review, the proposed methods of construction, including dewatering, excavation, bedding, filling, compaction, and backfilling for the various portions of the work. Review shall be for method only. The Contractor shall remain responsible for the adequacy and safety of the methods.
- B. Submittals shall be in accordance with Section 01340, and shall include the following:
 - 1. Design Notes and Drawings.
 - 2. Descriptive literature of the temporary dewatering system.
 - 3. Layout of all piping involved.
 - 4. Observation well locations.

1.04 CRITERIA

- A. The dewatering system shall be developed to the point that is capable of dewatering the site surrounding all structures or utility trenches as shown on the Drawings. Each wellpoint system shall be capable of dewatering and maintaining groundwater levels at the respective excavations. Observation wells shall be constructed for the purpose of testing each system.

B. Observation Wells:

1. Prior to excavation, the Contractor shall install groundwater observation wells at locations as directed by the Contractor's Geotechnical Engineer and as approved by the Engineer adjacent to structures under construction for the purpose of measuring water levels during excavations. The observation well shall consist of screen, casing and cap of approved size and material of construction. The observation well shall be placed in a 2 1/2-inch bore hole which shall be carried to an elevation at least to final bottom grade of structure. The annular space surrounding the intake point and the riser pipe shall be sealed in such a way as to prevent infiltration from surface water. The observation well shall be developed in such a manner as to ensure proper indication of subsurface water levels adjacent to the well.
2. The Contractor shall be responsible for maintaining the observation wells and for observing and recording the elevation of groundwater in them until adjacent structure or utilities are completed and backfilled. Each observation well shall be observed and recorded daily. Measurements shall be supplied daily to the Engineer. The Engineer may require that the observation wells reflect true groundwater levels by adding water to the well, recording the drop in the level from the time the water was added. Any plugged observation well shall be redeveloped if necessary to indicate true groundwater levels.
3. Observation wells shall be abandoned when directed by the Engineer, and in a manner acceptable to the Engineer.

1.05 PUMPING AND DRAINAGE

- A. The Contractor shall at all times during construction provide and maintain proper equipment and facilities to remove all water entering excavations, and shall keep such excavations dry so as to obtain a satisfactory undisturbed subgrade foundation condition until the fills, structures or pipes to be built thereon have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural levels. The Contractor shall submit to the Engineer, for review, a plan for dewatering systems prior to commencing work. The dewatering system installed shall be in conformity with overall construction plan, and certification of this shall be provided by a Geotechnical Engineer. The Geotechnical Engineer shall be required to monitor the performance of the dewatering systems during the progress of the work and require such modifications as may be required to assure that the systems are performing satisfactorily.
- B. Dewatering shall at all times be conducted in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation and to preserve the integrity of adjacent structures. As a minimum, the water level shall be two (2) feet below the trench bottom. Well or sump installations shall be constructed with proper sand filters to prevent drawing of finer grained soil from the surrounding soils.
- C. Water entering the excavation from surface runoff shall be collected in shallow ditches around the perimeter of the excavation, drained to sumps, and pumped from the excavation to maintain a bottom free from standing water.
- D. The Contractor shall take all additional necessary precautions and prevent uplift of any structure during construction.

- E. The conveying of water other than stormwater surface runoff in open ditches or trenches will not be allowed. Permission to use any storm sewers, or drains, for water disposal purposes shall be obtained from the controlling authority. Any requirements and costs for such use shall be the responsibility of the Contractor. However, the Contractor shall not cause flooding by overloading or blocking up the flow in the drainage facilities, and the Contractor shall leave the facilities unrestricted and as clean as originally found. Any damage to facilities shall be repaired or restored at no cost to the Owner.
- F. Flotation shall be prevented by the Contractor by maintaining a positive and continuous operation of the dewatering system. The Contractor shall be fully responsible and liable for all damages which may result from failure of this system.
- G. Removal of dewatering equipment shall be accomplished after the Contractor and the Engineer agree that the system is no longer required; the material and equipment constituting the system shall be removed by the Contractor.
- H. The Contractor shall take all necessary precautions to preclude the accidental discharge of fuel, oil, or other contaminants in order to prevent adverse effects on groundwater or receiving water quality.

PART 2 - PRODUCTS

2.01 GENERAL

- A. The equipment specified herein shall be standard dewatering equipment of proven ability as designed, manufactured, and installed by firms having experience in the design and production of such equipment. The equipment furnished shall be designed, constructed and installed in accordance with the best practices and methods.
- B. The Contractor shall engage a Professional Engineer registered in the State of Florida, to design the temporary dewatering system for all structures. The Contractor shall submit a conceptual plan for the dewatering system prior to commencing work. The dewatering system installed shall be in conformity with the overall construction plan and certification of this shall be provided by the Geotechnical Engineer. The Geotechnical Engineer shall be required to monitor the performance of the dewatering system at the Contractor's expense during the progress of the work and require such modifications as may be required to assure that the systems will perform satisfactorily. Dewatering system shall be designed in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at the proposed structures or utilities and to preserve the integrity of any adjacent structures.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Dewatering: The Contractor shall install the approved dewatering system for the removal of subsurface water encountered during construction of the proposed structures or utilities.
- B. Consumptive Use Permit (CUP): If pumping requirements exceed certain limits, the Contractor shall pay for and obtain a CUP from the local water management district for such pumped volumes.

3.02 PROTECTION AND SITE CLEAN-UP

- A. At all times during the progress of the work the Contractor shall use all reasonable precautions to prevent either tampering with the wellpoints (if used) or the entrance of foreign material into the site's storm drain system.
- B. Immediately upon completion of the dewatering operations, the Contractor shall remove all of his equipment, materials, and supplies from the site of the work, remove all surplus materials and debris, fill in all holes or excavations, and grade the site to elevations of the surface levels which existed before the work started. The site shall be thoroughly cleaned and graded as directed by the Engineer.

END OF SECTION

SECTION 02520
WATER SUPPLY WELL

PART 1. GENERAL

1.1 Scope of Work

- A. The Contractor will construct one Upper Floridan Aquifer municipal water supply well at the location depicted in **Figure 1** and **Figure 2**, at Mount Dora's Eastern Water Treatment Plant located at 1600 Miles Road, Mount Dora. The site is an active well field with two operating Upper Floridan Aquifer (UFA) wells (Well Nos. 1 and 2). Information on these wells is available upon request. A Contractor Questionnaire is included as part of these technical specifications.
- B. Work for this project includes:
 - 1. Well Drilling
 - 2. Well casing installation
 - 3. Record keeping and lithology sampling
 - 4. Well and aquifer testing, and
 - 5. Water quality sampling and testing
- C. These specifications are intended to give a general description of the requirements but do not cover all variations which may occur during well construction due to unforeseen hydrogeologic conditions.
- D. These specifications are written with 18-inch surface casing and 12-inch primary casing. However, during the prior bidding, interested parties suggested a primary production casing larger than 12-inch diameter would be preferred for construction at this site. Therefore, these specification include an alternate 24"/16" design (see **Figure 6**) and we encourage all bidders to provide completed bid sheets for both the 12-inch and 16-inch production casing alternatives, for the City's consideration.
- E. The site is currently ready for drilling, however given current market conditions and demand for qualified well drilling contractors the City can offer prospective bidders a delayed project start, which can be negotiated. However, the City prefers a project start date (mobilization) in the range of February 1, 2022 thru July 1, 2022.

1.2 Qualifications

The Contractor responsible for constructing the UFA municipal supply well shall be licensed by the Saint Johns River Water Management District (SJRWMD) as a water well contractor and shall employ only competent workmen for execution of the work. All such work shall be performed under the direct supervision of an experienced well driller satisfactory to the Engineer/Geologist.

1.3 Submittals

- A. The Contractor shall, at their own expense, procure all well construction permits required of them by law for the execution of their Work, including that required by the Saint Johns River Water Management District (SJRWMD). The Contractor shall comply with all federal, state and local laws, ordinances or rules and regulations relating to the performance of the work.

- B. During the drilling of the wells, the Contractor shall maintain at the well site a complete log of the well construction activities. The complete log shall be submitted to the Engineer and Geologist upon completion of well construction activities and upon completion of testing activities and shall include the following:
1. The reference point for all depth measurements.
 2. The depth at which each change of formation occurs.
 3. The identifications of the material of which each stratum is composed.
 4. The depth interval from which formation samples are taken.
 5. The depth interval from which water samples are taken.
 6. The depth at which borehole and casing diameters change.
 7. Other pertinent data requested by the Engineer or Geologist.
 8. Subsurface material samples at 10-foot intervals or a change of material.
 9. Depth and results of specific capacity tests.
 10. The depth interval of water quality sampling tests.
 11. All data and samples as required by the SJRWMD.
- C. During drilling of the wells, a daily detailed driller's report shall be maintained and submitted as requested by the Engineer/Geologist. The report shall give a complete description of all formations encountered, number of feet drilled, number of hours on the job, shutdown due to breakdown, feet of casing set, and other pertinent data requested by the Engineer or Geologist.
- D. Upon completion of the wells, the Contractor shall also submit to the Engineer and Geologist a report and as-built drawings to include the following:
1. The total depth of the borehole in the completed wells.
 2. The depth or location of any lost drilling fluid, drilling materials, or tools.
 3. The type and amount of drilling fluid additives used.
 4. The thickness, depth and overall length of all casings used.
 5. The nominal hole diameter(s).
 6. The amount of cement (number of bags) used for grouting.
 7. The depth and description of the well casing(s).
 8. Other pertinent data requested by the Engineer or Geologist.

1.4 Warranty

- A. The Contractor shall provide all labor, tools, materials, equipment, testing and incidentals required to complete the 12-inch (or alternative 16-inch) diameter municipal water well as outlined herein. The new well and all materials supplied shall be warranted for a period of one (1) year by the Contractor and material suppliers. The manufacturer's warranty period shall run concurrently with the Contractor's warranty period. The warranty period shall commence on the date of final acceptance in writing by the Owner.
- B. The materials and work performed shall be warranted to be free from defects in workmanship and design. Any materials or work that fails during the warranty period shall be replaced and the unit(s) restored to service at no expense to the Owner.

PART 2. MATERIALS

2.1 Well Casing

- A. The well casings shall be new, unused black steel pipe having perfect roundness and uniform wall thickness and shall conform with AWWA Standards A100-84, the latest revision of the API Standard 5-L, Grade B, or ASTM A-53, Grade B, Type E or S Casings shall be equal to those manufactured by Bethlehem Steel Co., National Tube Division or the U.S. Steel Co., or equivalent as approved by the Engineer/Geologist. Couplings, if utilized, shall be of the same material as the pipe.
- B. Casing sections shall not be less than 20 feet in length. The casing joints shall be securely welded and shall be water-tight. The ends of each joint shall be machine beveled perpendicular to the casing axis. Welding of all casing joints shall be performed by a welder qualified in accordance with "welding" procedures ASME Boiler Certification Code or AWS Standards Qualification Procedure. The ends of each joint shall be machined perpendicular to the casing axis and beveled prior to welding
- C. The casing dimensions for the 12-inch public supply well (EWTP Well No. 3; **Figure 3**) shall be as follows: the surface casing shall have a minimum diameter of 18 inches, a minimum wall thickness of 0.375 inches and the Upper Floridan production or pump chamber casing shall have a nominal diameter of 12 inches, a minimum wall thickness of 0.375 inches.
- D. Note: the casing dimensions for the **Alternate - 1** design is a 16-inch public supply well (EWTP Well No. 3; **Figure 6**) would be as follows: the surface casing shall have a minimum diameter of 24 inches, a minimum wall thickness of 0.375 inches and the Upper Floridan production or pump chamber casing shall have a nominal diameter of 16 inches and a minimum wall thickness of 0.375 inches.

2.2 Grout

All cement grout shall be a mixture of standard brand Portland cement conforming to the "Specifications for Portland Cement" (ASTM C150) Type II and potable grade water in accordance with the South West Florida Water Management District Water Well Construction regulations, Chapter 40C-3.517, F.A.C. Grout shall be proportioned of neat Portland cement and not more than 5.5 gallons of water per cubic foot of cement. The Contractor shall be responsible for obtaining approval from the Water Management District of any alternative mixes which may be proposed. Contractor shall employ a mud balance to demonstrate weight and water content of the grout.

PART 3. EXECUTION

3.1 General Requirements for the Well

- A. These technical drilling specifications are written assuming dual rotary drilling methods will be used. Should the bidder wish to use alternative drilling methods they are encouraged to review Section 3.2 G of these specifications. The selected Contractor shall apply for a Well Construction Permit with the SJRWMD and pay the required fee for a public water supply well.
- B. The selected Contractor shall mobilize all equipment, supplies and personnel to the site necessary to drill and test a public supply well to be completed in the Upper Floridan Aquifer and finished at the top of the Middle Confining Unit. Total well depth is anticipated to be approximately 550 feet.
- C. A confining unit consisting mainly of greenish-gray clayey sand is expected between 70 and 140 feet. Drill and install 18-inch diameter surface casing at least 10 feet into a denser section of the clayey sand unit expected. Geotechnical logs by others indicate this transition to denser soils may be at a depth of 95 to 100 feet below land surface (bls). The expected total casing depth is approximately 105 feet.
- D. Top of the Ocala Limestone is expected to be 140 feet bls. Drill a 17-inch borehole to an approximate depth of 345 feet and install a string of 12-inch diameter casing with centralizers to this depth. Grout the annular space between casings and borehole. The actual depth of the casings will be determined by the Engineer/Geologist based upon review of the measurements and conditions encountered while drilling. A preliminary construction diagram is provided as **Figure 3**.
- E. Drill an 11 7/8-inch diameter open borehole section within the UFA from approximately 345 feet (the bottom of the 12-inch well casing) to approximately 550 feet below land surface (bls), or to a depth determined by the Engineer/Geologist. The piezometric surface of the UFA is expected to be about 123 feet bls.
- F. The Contractor shall take extra care to make sure that only sanitary materials enter the borehole. Treated water will be supplied to the Contractor by the City for initial drilling makeup water. Organic materials which foster or promote undesired organic growth or have the potential to degrade water quality shall NOT be employed in the construction of the water supply well. This includes, but is not limited to, brans, hulls, grains, starches, and proteins. The Eastern Water Treatment Plant (EWTP) currently has at the site two operating supply wells withdrawing groundwater from the UFA (Well Nos. 1 and 2). Well No. 1 is located 130 feet south of proposed Well No. 3. Well 2 is located 192 feet southwest of Well No. 3. Pumps in these two wells will be operating during drilling and aquifer testing at proposed Well No. 3.
- G. Any fuel tanks stored on site shall have double containment. The Contractor shall take extra care to ensure that no fuel or spills or leaks occur on site. If, for any reason, there is a fuel or oil spill the Contractor shall immediately begin cleanup of

the affected soils and contact the Geologist/Engineer within one (1) hour of when the spill is discovered. Cleanup is not complete until the Geologist/Engineer has confirmed that all spilled fuel or oil has been properly removed. A spill kit shall be kept on site at all times.

- H. Noise has been an issue with neighbors during past drilling and pumping operations. The selected Contractor shall inquire with the City if a noise permit will be required, will obtain one if required, and shall conduct its work in accordance with the City of Mt Dora's Noise Ordinance at all times. Prior approval by the city will be required for working hours outside of 7 AM to 10 pm weekday periods. See https://library.municode.com/fl/mount_dora/codes/code_of_ordinances?nodeId=PT_IICOOR_CH20EN

3.2 Drilling Method

- A. During drilling activities, the Contractor shall collect representative lithologic samples at every ten (10) feet in depth and every change in lithology. The Contractor may install temporary casing in the borehole as necessary to prevent collapse and ensure borehole stability.
- B. The method of constructing the UFA municipal water well (see **Figure 3**) will be at the discretion of the Contractor; however, dual-rotary is the recommended method. Loose zones or dredge zones may be encountered at various depths of drilling. The contractor shall be capable of drilling through such loose or dredge zones. The first phase shall be the installation of 18-inch (minimum diameter) casing through the surficial strata. Granular bentonite shall be continually added around the outside of the 18-inch casing. 500 pounds (10 sacks) of granular bentonite is estimated. The base of the 18-inch casing will be set a minimum of 10 feet into consolidated to semi-consolidated clayey fine sand, as determined by the on-site Engineer/Geologist. The second phase will consist of drilling a 17-inch diameter open hole from the base of the 18-inch casing (estimated to be roughly 105 feet bls) to an approximate depth of 345 feet bls.
- C. Casing lengths are approximate and actual casing lengths will be determined in the field by the Engineer/Geologist. No guarantee is expressed, or implied that actual casing lengths will be within the ranges given.
- D. The casings shall be installed in the borehole with care taken to ensure proper alignment and prevent damage to the casing or the borehole.
- E. The Contractor shall be responsible for the borehole straightness and plumbness to ensure that the casing can be set and centered for cementing. The 12-inch diameter casing shall be equipped with centralizers. Casing centralizers shall be set at the top and bottom of each casing string, at intervals not exceeding 40 feet. Each centralizer set shall consist of the same material as the well casing, with a minimum of three centralizers welded to the casing at 120 degree spacing. All centralizers shall be installed with the vanes vertically aligned to allow the passage of a tremie pipe.
- F. The Contractor shall control all discharges of water and cuttings from the well while it is drilled and shall do all that is necessary to protect the well site and surrounding

properties from damages. The Contractor shall not allow any discharge of groundwater across property lines, particularly no discharges to the east of the EWTP property. Discharge of pumped water during well development and aquifer performance testing (APT) shall be to a stormwater pond located approximately 850 feet west of the well site, within a City-owned park. The Contractor shall tight-line the discharge water directly to the stormwater pond. See Section 3.5 for management of drill fluids.

- G. The above listed drilling requirements are the preferred method for well construction. It is acknowledged that other drilling methodologies may be acceptable. Should the Contractor wish to construct the well using an alternate drilling methodology, the Contractor shall submit an Alternate Drilling Plan to the Engineer/Geologist for review and approval. The Alternate Drilling Plan should include, at a minimum, the type of casing to be used, the drilling method to be employed, well casing grouting procedures and provisions for the collection of formation cuttings and collection of water samples. All Alternate Drilling Plans must be in accordance with Chapter 40C-3, F.A.C.

3.3 Demonstration of Plumbness and Alignment

- A. Plumbness and alignment testing shall be performed according to the procedures as described in AWWA Specifications A-100. Testing shall be performed in the presence of the Engineer/Geologist.
- B. Plumbness and alignment of the 12-inch casing shall be demonstrated to a minimum depth of 335 feet, after the grouting of the well casing.
- C. Should the well not meet the requirements for plumbness and alignment as defined herein, the Contractor shall take such corrective measures as are necessary to meet these requirements. Should the Contractor fail to correct such faulty alignment or plumbness, the Engineer/Geologist may determine the well unacceptable and direct the Contractor to abandon the well at the Contractor's expense and install a new well.
- D. The Engineer/Geologist may waive the requirements of plumbness and alignments if, in the Engineer/Geologist's judgment, the Contractor has exercised all possible care in constructing the well and the defect is due to circumstances beyond the Contractor's control and the utility of the completed well will not be materially affected.

3.4 Grouting

- A. The Contractor shall grout the well by such means as will ensure a continuous grout seal from the bottom of the casing upward to the top of the zone to be cemented. Grouting shall be performed by the "casing method", the "Halliburton Method", the "Packer Method" or the "Tremie Method", as recommended by SJRWMD, or other method approved by the Engineer/Geologist.
- B. Grouting shall be accomplished in such a way as to prevent collapse or deformation of the casing, which could result from pressure differentials between the interior and outside of the casing. If any of the casing should collapse or

deform prior to well completion, it shall be withdrawn and replaced at the Contractor's expense.

- C. All grouting and sealing of the well casing shall be performed in the presence of the Engineer/Geologist. The grouting shall be done continuously and in such a manner that will assure the filling of the annular space in one continuous operation. After grouting operations have been completed, the grout shall be left undisturbed for a period of not less than 24 hours. No drilling operations or other work in the well will be permitted until the end of a 24-hour period.
- D. The Engineer/Geologist may determine in advance of or during the grouting operation that it is necessary to place gravel fill in particular zones to prevent excessive losses of cement grout. Contractor is responsible for obtaining all approvals of the SJRWMD prior to adding gravel.

3.5 Drilling Fluids Management System

- A. Use of an above-ground drill fluid tank and a shale shaker system to recirculate drill fluids is encouraged to minimize the need for disposal of drilling fluids. If needed, the Contractor may excavate a drilling fluid discharge settling pit in the northwest part of the property (see **Figure 5**). The contractor-built pit can be used for infiltration of drilling fluids and settling of drill cuttings.
- B. If a pit is needed, the pit shall be excavated to an adequate size to retain all drill bit cuttings and mud-contaminated drilling fluid.
- C. Following completion of the well, the drilling wastes shall be removed from the pit by the Contractor. The Contractor shall backfill the pit and restore the site to its original condition.

3.6 Geologic Sampling

- A. Formation samples shall be collected at 10-foot intervals during the drilling and at every formation/stratum change. These samples shall be collected by the Contractor and shall be placed in sample bags supplied by the Contractor. The Contractor shall store the samples in a clean and dry location at the site during all drilling activities. The size and type of the sample bags shall be approved by the Engineer/Geologist.
- C. Sample bags shall be plainly marked with waterproof ink with the well identification, date, and depth from which the sample originated. One complete sample set shall be delivered to the Engineer/Geologist upon completion of the well.

3.7 Borehole Geophysical Logging and Downhole Video Survey

- A. The contractor shall employ a qualified geologist, technician or engineer to perform borehole geophysics of the completed UFA well. Following the construction of the well, and before pumping tests, borehole geophysical logging shall be conducted of the completed public supply well. This post-construction geophysical logging will consist of caliper, temperature, fluid resistivity, long and short normal resistivity, natural gamma, flow and down-hole video.
- B. Graphical record of the geophysical logs shall be provided by the Contractor to the Geologist/Engineer on hard copy and digital files.

3.8 Well Development

- A. The contractor shall furnish and install a turbine or submersible pump capable of producing a minimum flow rate of 3,000 gallons per minute. The contractor will furnish all necessary pipes, fittings, appurtenances, and pumps to direct the discharge to the discharge area (see **Figure 4**).
- B. The contractor shall use both overpumping and backwashing techniques to develop the well. Overpumping shall be conducted at rates up to the maximum flow rate. Backwashing shall be conducted by shutting the pump off periodically during development to cause reversals of flow through the water-bearing formation. These periodic flow reversals are conducted by shutting the pump off and allowing water in the pump column to fall back into the well.
- C. The well shall be pumped continuously until sampling of the discharge indicates a turbidity of less than 5 NTU and sand concentrations are less than 10 parts per million. The engineer/geologist may declare development to be complete prior to 6 hours of pumping, however well development time is estimated at 24 hours.
- D. Initial development water shall be discharged either to a small dry pond at the water treatment plant or, if necessary, to a future temporary constructed trench or pond located in the northwest part of the WTP site (see **Figure 5**). Design and construction of that temporary trench or pond would be the responsibility of the Contractor. Once turbidity levels below 100 NTU are achieved, development water shall be discharged directly to a larger stormwater pond (1.7 million gallon capacity) located on the park property approximately 850 feet west of the well site (see **Figure 4**). The discharge water shall run through a diffuser which shall prevent erosion of the bottom of the pond at rates up to 3,000 gpm.

3.9 Aquifer Pumping Test(s)

- A. The Contractor shall furnish all labor, equipment, and materials for setting up, conducting a step-drawdown pumping test and possibly a longer-term pumping test, and dismantling the equipment following the test. These shall include but shall not be limited to the following:
 - 1. A pumping system including pump, hoses/discharge pipes, fuel, lubrication, and appurtenances with a capacity of up to 3,000 gpm for durations as long as 24 hours.

2. A calibrated flow measuring device installed in the pump discharge capable of continuously measuring pump discharge rates within an accuracy of five percent. The flow meter shall be equipped with a six-digit, straight reading totalizer together with a rate of flow indicator dial which reads in gallons per minute and is suitable for the expected flow ranges.
3. An access port or opening to the well casing for the purpose of measuring water levels during tests and protecting the pressure transducer.
4. All necessary pipes, fittings, appurtenances, and pumps to direct the discharge to the discharge area.
5. In the event the Contractor's pump test equipment or materials should fail and interrupt a test, the test will be restarted at the Contractor's expense. The water level in the well will be allowed to re-stabilize after failure of the test for a minimum period of 4 hours. No additional compensation shall be paid to the Contractor for having to restart the test.
6. The discharge location for pumping test water shall be to the city park stormwater pond located 850 feet to the west of future Well 3 (**Figure 4**). The smaller on-site stormwater pond may also be used as a discharge point. Additionally, the Contractor can provide a temporary discharge area, if necessary, within a 15,500 square foot area in the northwest corner of the EWTP site (**Figure 5**).

B. Step-drawdown APT

1. A step-drawdown Aquifer Performance Test (APT) of the 12-inch UFA municipal water well (Well No. 3) shall be performed after well development. The water level in the well should be allowed to stabilize for a minimum of **12 hours** after well development or any other pumping from the well. The step-drawdown test will be performed at rates of 1,000 gallons per minute (gpm), 1,500 gpm, 2,000 gpm, 2,500 gpm and 3,000 gpm for durations of 90 minutes each prior to increasing the rate. During the tests, the Contractor shall measure the water level in the well using an electronic water level meter. Water levels shall be measured to the nearest 0.01 foot. Discharge from the tests will be disposed to a stormwater pond approximately 850 feet west of Well No. 3 as approved by the Engineer/Geologist (see **Figure 4**). The discharge water shall run through a diffuser to prevent erosion of the bottom of the pond. The duration of this test is expected to be 8 hours.
2. Sand content will be measured at 30-minute intervals throughout the step drawdown process of the UFA well. For this purpose, contractor shall provide a sand sampler as described in AWWA Specification A-100.

C. Additional Pumping Tests

1. Additional pumping, as directed by the Engineer/Geologist may be necessary should sand-pumping or turbidity be above allowable limits.

Final water quality samples may be collected during this phase. This pumping will likely need to occur after sufficient time for infiltration or drainage of water pumped during well development and the step-drawdown APT. The main discharge area is a stormwater pond with volume 1.7 million gallons. This additional pumping, if necessary, is expected to total 32 hours at pumping rates of 2000 to 2500 gpm. The water will be mainly discharged to the stormwater pond approximately 850 feet west of Well No. 3 identified in **Figure 4**. As before, the discharge water shall run through a diffuser which prevent erosion of the bottom of the pond.

2. Sand content will be measured at 30-minute intervals throughout the constant rate test. For this purpose, contractor shall provide a sand sampler as described in AWWA Specification A-100.

3.10 Protection of Water Quality

- A. Any water introduced into the well, whether employed alone or in combination as a mixture, shall meet all Primary and Secondary Drinking Water Standards as defined by the State in Section 62-550, F.A.C. City of Mount Dora will provide treated water to the Contractor at no charge.
- B. At all times during the progress of the work, the Contractor shall protect the well in a manner that will effectively prevent either tampering with the well or the entrance of foreign matter into it.
- C. The Contractor shall take such precautions as are necessary, or as may be required permanently, to prevent contaminated water, or water having undesirable physical or chemical or biological characteristics from entering (through the opening made by the Contractor in drilling the well) the stratum from which the well is to draw its supply. The Contractor shall also take all necessary precautions during the construction period to prevent foreign contaminated water, fuel, oil, etc., from entering the well either through the opening or by seepage through the ground. The contractor shall maintain a spill kit on site at all times and use it when necessary.
- D. After completion of the well testing, the Contractor shall remove all foreign materials that may have become deposited in the well. The Contractor shall demonstrate to the Engineer/Geologist that the well is free from these materials.
- C. Upon its completion and prior to installation of the permanent pump, the Contractor shall provide a substantial screwed, flanged, or welded cap satisfactory to the Engineer/Geologist.
- D. As stated earlier, any fuel stored on site shall have double containment and any spills of fuel or oil shall be cleaned up immediately to the satisfaction of the Engineer/Geologist. The Engineer/Geologist shall be contacted within one (1) hour of any fuel or oil spill.
- E. In the event that the well becomes contaminated or that water having undesirable physical or chemical characteristics enters the well due to the neglect of the Contractor, the Contractor shall at its own expense, perform such work or supply

such casings, seals, sterilizing agents or other material as may be necessary to eliminate the contamination or shut off the undesirable water.

3.11 Reporting and Record Keeping

- A. Daily driller's reports shall be maintained for each shift and shall be delivered to the Engineer/Geologist and/or the Owner on a weekly basis. The report shall give a complete description of the number of feet drilled, hole size, number of hours on the job, shutdown due to weather or breakdown, standby, feet of casing set, drilling fluids used and amount, cement and additives used and amount, geologic and water sampling, testing, shift activities, personnel or visitors on site and such other pertinent data as may be requested by the Engineer/Geologist. The report shall be presented in a neat and legible manner.
- B. During the drilling, the Contractor shall prepare and keep a complete log on site for SJRWMD inspection setting forth the following:
 - 1. The reference point for all depth measurements.
 - 2. The depth at which each change of formation occurs.
 - 3. The depth at which each stratum was encountered.
 - 4. The thickness of each stratum.
 - 5. The identification and description of the material of which each stratum is composed.
 - 6. The depth and height of any cavities and intervals of falling rod or lost circulation of drilling fluids.
 - 7. The depth interval from which each water and formation sample was taken.
 - 8. Complete description of the well construction, hole sizes, casing depth, diameter and thickness, and grout seal.
 - 9. Complete description and record of all drill string tools, including appropriate weights and dimensions of rods, collars, bits and subs.
- C. The Owner shall retain possession of the daily driller's report, driller's logs, geophysical test reports and other test reports and results.

3.12 Abandonment

- A. In the event that the proposed well must be abandoned, the Contractor shall remove all equipment and salvageable materials from the well and shall fill the abandoned hole with neat cement or an approved alternative as required by Chapter 40C-3, F.A.C. Prior to beginning actual abandonment operations, an abandonment plan must be prepared and submitted to the Engineer/Geologist and the Owner for approval and a permit must be obtained from the South West Florida Water Management District.
- B. If the proposed well is declared abandoned by the Engineer/Geologist due to the Contractor's failure to complete the drilling of the well or place casings adequately

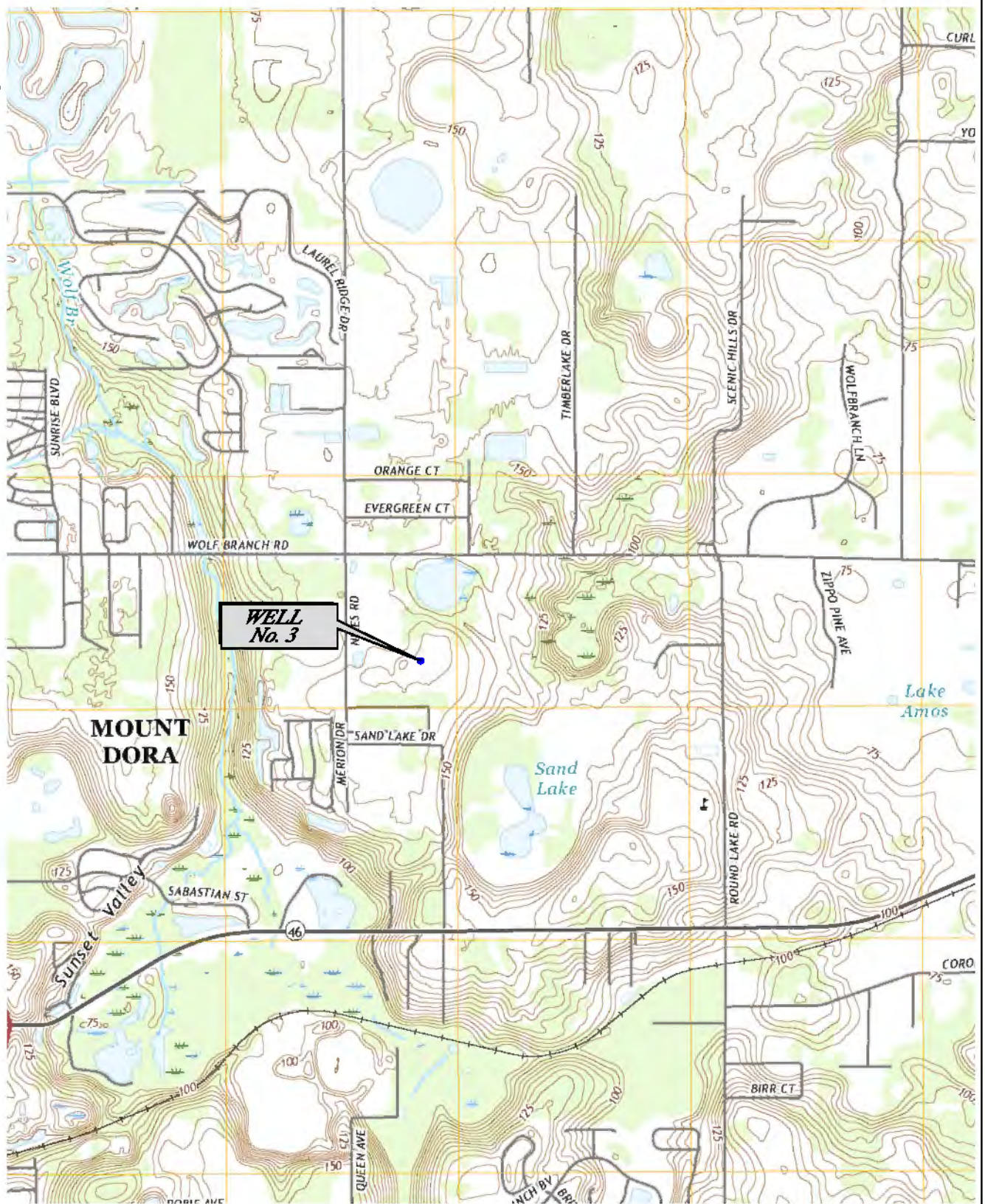
at the depths specified by the Engineer/Geologist, or because of lost tools, or for any other failure on the part of the Contractor to complete the well in a satisfactory manner, then no payment will be made to the Contractor for the abandonment operations and the Contractor must provide the Owner with a new well to the same depth at no additional cost to the Owner. The Contractor shall conduct the approved abandonment plan in accordance with all State regulations. All salvageable materials furnished by the Contractor shall be removed from the Owner's property and shall remain the Contractor's property.

- C. If a proposed well is declared abandoned by the Owner due to any reason not the fault of the Contractor, then the Contractor will be compensated for performing the approved abandonment plan.

3.13 Site Clean-Up

Throughout the project the Contractor shall maintain an orderly site and prevent the escape of litter from the site. Immediately upon completion of a well, the Contractor shall remove all of their equipment, materials and supplies from the site of the work, remove all surplus materials and debris, fill in all holes or excavations, and grade the site to elevations of the surface levels which existed before work started.

FIGURES



REFERENCE:
U.S.G.S. SORRENTO, FLA.
QUADRANGLE MAP
DATED 2018
SECTION 27
TOWNSHIP 19 SOUTH
RANGE 27 EAST



**Andreyev
Engineering,
Inc.**

APPROXIMATE SCALE:
1" = 2000'

DATE: 02/05/21

ENGINEER: RJ

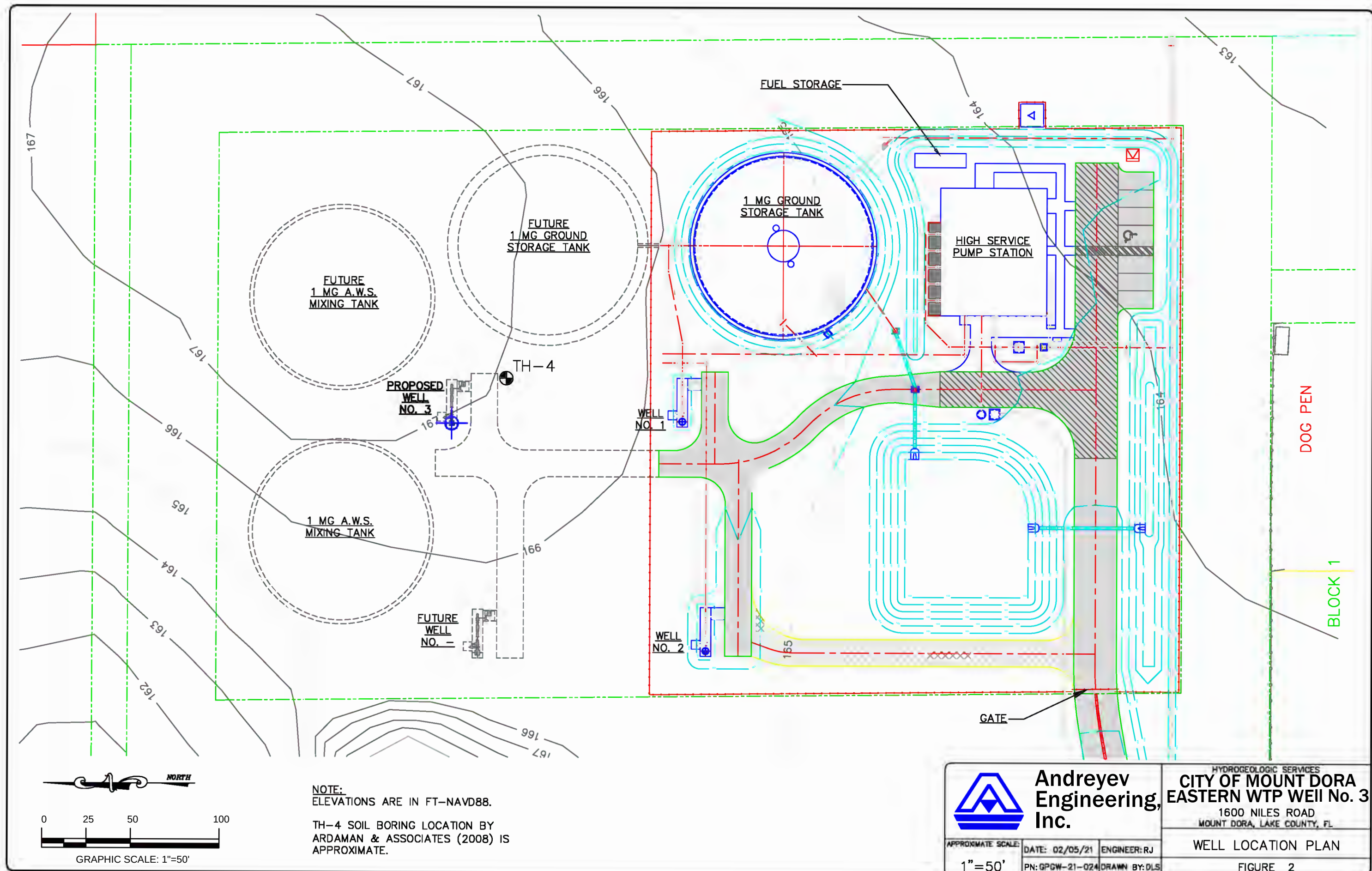
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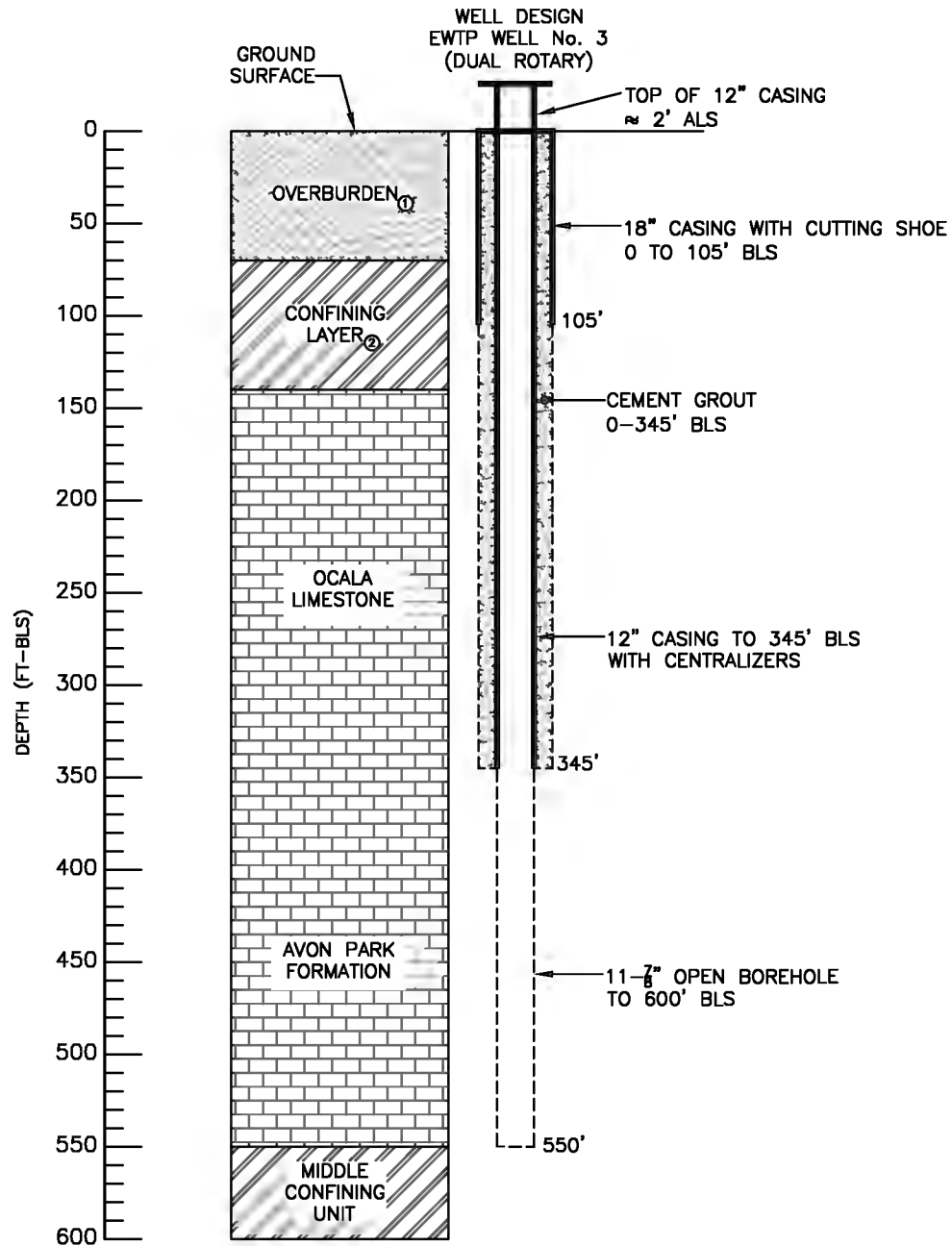
DRAWN BY: DLS

HYDROGEOLOGIC SERVICES
CITY OF MOUNT DORA
EASTERN WTP WELL No. 3
1600 NILES ROAD
MOUNT DORA, LAKE COUNTY, FL

U.S.G.S. TOPOGRAPHIC MAP

FIGURE 1





NOTES:

- 1) OVERBURDEN CONSISTS OF UNCONSOLIDATED BROWN FINE SAND (SP) & CLAYEY FINE SAND (SC).
- 2) CONFINING LAYER CONSISTS OF MEDIUM DENSE TO DENSE GREENISH-GRAY CLAYEY FINE SAND (SC).
- 3) ALL CASINGS ARE NEW MILD BLACK STEEL 0.375-INCH WALL.
- 4) DEPTHS MAY BE ALTERED IN THE FIELD WITH OWNER/ENGINEER APPROVAL.
- 5) BLS = BELOW LAND SURFACE.
- 6) ALS = ABOVE LAND SURFACE.



**Andreyev
Engineering,
Inc.**

APPROXIMATE SCALE:

1"=100'

DATE: 02/05/21

ENGINEER: RJ

PN: GPGW-21-024

DRAWN BY: DLS

HYDROGEOLOGIC SERVICES

CITY OF MOUNT DORA
EASTERN WTP WELL No. 3

1600 NILES ROAD
MOUNT DORA, LAKE COUNTY, FL

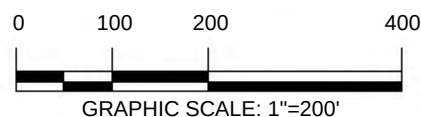
WELL DESIGN DETAILS
EWTP WELL No. 3

FIGURE 3



LEGEND:

- PROPOSED WELL LOCATION
- PROPOSED DISCHARGE AREA
- DISCHARGE FLOW DIRECTION



**Andreyev
Engineering,
Inc.**

APPROXIMATE SCALE:

1"=200'

DATE: 02/05/21

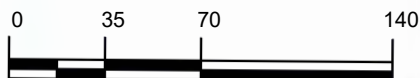
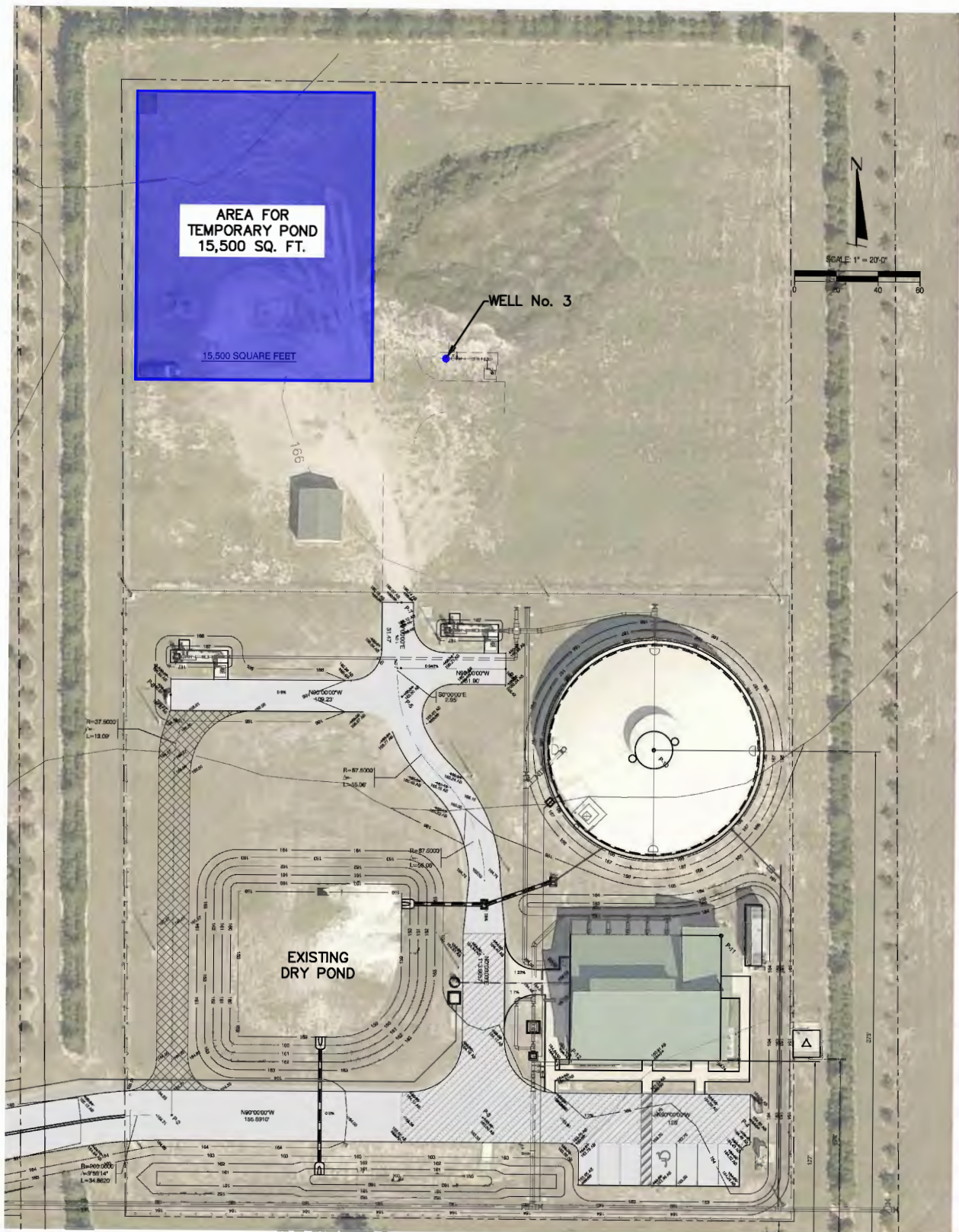
ENGINEER: RJ

PN: GPCW-21-024

DRAWN BY: DLS

HYDROGEOLOGIC SERVICES
CITY OF MOUNT DORA
EASTERN WTP WELL No. 3
1600 NILES ROAD
MOUNT DORA, LAKE COUNTY, FL
WELL DEVELOPMENT &
APT DISCHARGE AREA

FIGURE 4



GRAPHIC SCALE: 1"=70'



**Andreyev
Engineering,
Inc.**

APPROXIMATE SCALE:

1"=70'

DATE: 11/17/21

ENGINEER: RJ

PN: GPGW-21-024

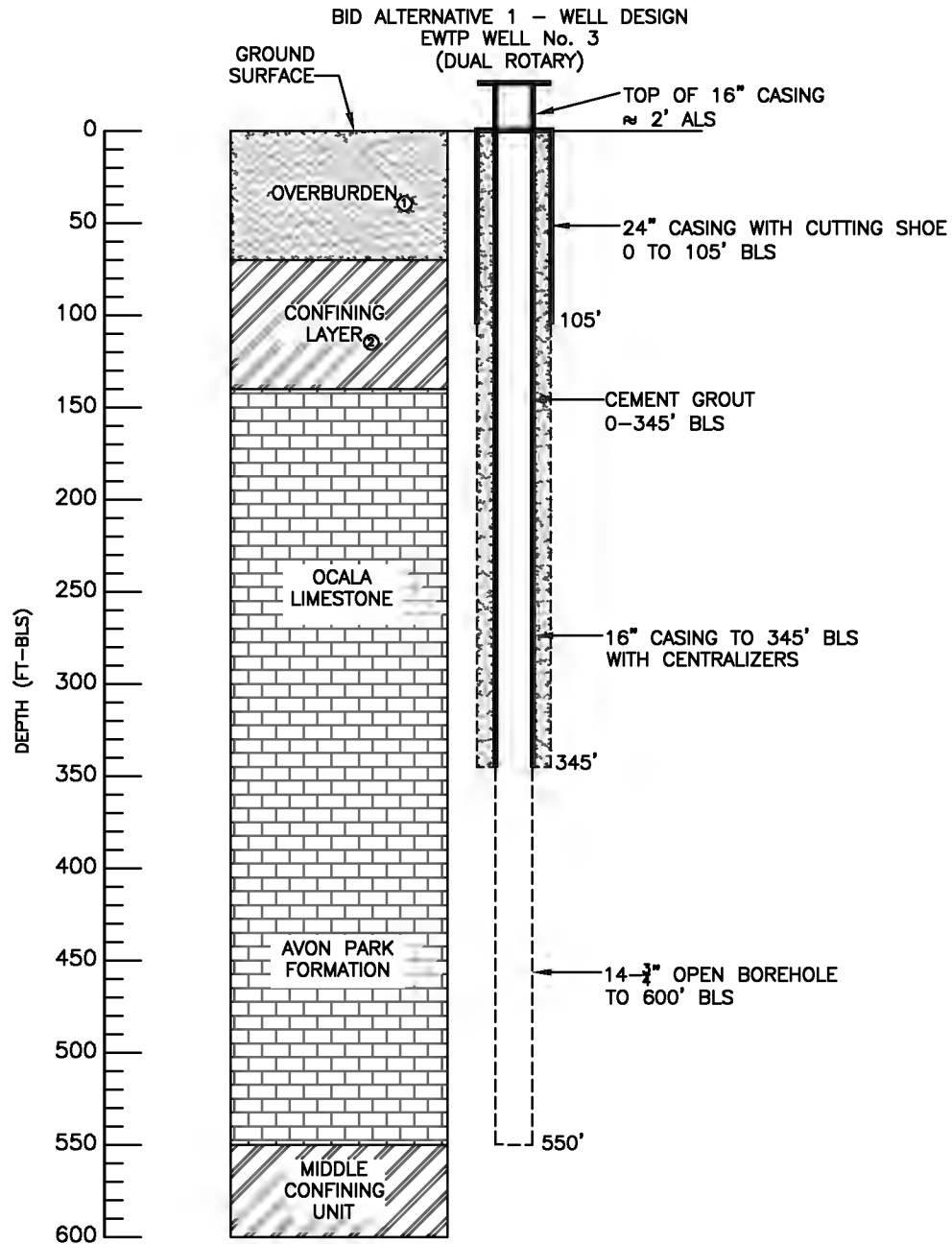
DRAWN BY: DLS

HYDROGEOLOGIC SERVICES
CITY OF MOUNT DORA
EASTERN WTP WELL No. 3

1600 NILES ROAD
MOUNT DORA, LAKE COUNTY, FL

**TEMPORARY POND
LOCATION PLAN**

FIGURE 5



NOTES:

- 1) OVERBURDEN CONSISTS OF UNCONSOLIDATED BROWN FINE SAND (SP) & CLAYEY FINE SAND (SC).
- 2) CONFINING LAYER CONSISTS OF MEDIUM DENSE TO DENSE GREENISH-GRAY CLAYEY FINE SAND (SC).
- 3) ALL CASINGS ARE NEW MILD BLACK STEEL 0.375-INCH WALL.
- 4) DEPTHS MAY BE ALTERED IN THE FIELD WITH OWNER/ENGINEER APPROVAL.
- 5) BLS = BELOW LAND SURFACE.
- 6) ALS = ABOVE LAND SURFACE.



**Andreyev
Engineering,
Inc.**

HYDROGEOLOGIC SERVICES

CITY OF MOUNT DORA
EASTERN WTP WELL No. 3
1600 NILES ROAD
MOUNT DORA, LAKE COUNTY, FL

APPROXIMATE SCALE:

1"=100'

DATE: 11/17/21

ENGINEER:RJ

PN: GPGW-21-024

DRAWN BY: DLS

BID ALTERNATIVE 1 – WELL DESIGN
DETAILS EWTP WELL No. 3

FIGURE 6

BID SHEETS

CONTRACTOR BID SHEET - 12-INCH WELL (UFA)**Mount Dora Eastern WTP Well No. 3**

Spec. Section No.	Bid Item No.	Work Task	Unit	Amount	Cost Per Bid Unit	Total Bid Item Cost
3.1A	1	Water Well Construction Permit (40C-3, F.A.C.)	L.S.	1	\$250.00	\$250.00
3.1B	2	Mobilization/Demobilization	L.S.	1		
3.1C, 3.2B, 3.2E	3	Drill 18" Borehole and Provide/Install 18" surface casing	Ft	105		
3.2B	4	Add Granular Bentonite During 18" Casing Rotation	sack	10		
3.1D, 3.2B	5	Drill 17" Borehole	Ft	240		
3.1D, 2.1C, 3.2E	6	Provide/Install 12-inch Casing with Centralizers	Ft	345		
3.3	7	Well Alignment Testing	L.S.	1		
3.4	8	Cement Grout	sack	700		
3.1E	9	Drill 11 7/8" Borehole	Ft	205		
3.7	10	Borehole Geophysics and Video Survey	L.S.	1		
3.8A	11	Test Pump Installation/Removal	L.S.	1		
3.2F, 3.9A	12	Furnish, install and maintain temporary 12-inch pipeline to stormwater pond	Ft	850		
3.8	13	Well Development	Hr	24		
3.9B	14	Step-Drawdown Pumping Test	Hr	8		
3.9C	15	Additional Pumping	Hr	32		
3.13	16	Site Cleanup	L.S.	1		

TOTAL \$ _____

By: _____

Date: _____

BID ALTERNATE - 1

CONTRACTOR BID SHEET - 16-INCH WELL (UFA)

Mount Dora Eastern WTP Well No. 3

Specification Section No.	Bid Item No.	Work Task	Unit	Amount	Cost Per Bid Unit	Total Bid Item Cost
3.1A	1	Water Well Construction Permit (40C-3, F.A.C.)	L.S.	1	\$250.00	\$250.00
3.1B	2	Mobilization/Demobilization	L.S.	1		
3.1C, 3.2B, 3.2E	3	Drill 24" Borehole and Provide/Install 24" surface casing	Ft	105		
3.2B	4	Add Granular Bentonite During 24" Casing Rotation	sack	12		
3.1D, 3.2B	5	Drill 23" Borehole	Ft	240		
3.1D, 2.1C, 3.2E	6	Provide/Install 16-inch Casing with Centralizers	Ft	345		
3.3	7	Well Alignment Testing	L.S.	1		
3.4	8	Cement Grout	sack	1,000		
3.1E	9	Drill 14 3/4" Borehole	Ft	205		
3.7	910	Borehole Geophysics and Video Survey	L.S.	1		
3.8A	11	Test Pump Installation/Removal	L.S.	1		
3.2F, 3.9A	12	Furnish, install and maintain temporary 12-inch pipeline to stormwater pond	Ft	850		
3.8	13	Well Development	Hr	16		
3.9B	14	Step-Drawdown Pumping Test	Hr	8		
3.9C	15	Additional Pumping	Hr	32		
3.13	16	Site Cleanup	L.S.	1		

TOTAL \$ _____

By: _____

Date: _____

SECTION 02822 SOLID SODDING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The work specified in this Section consists of establishing a stand of grass, within the areas indicated on the Drawings, by furnishing and placing grass sod. Also included are fertilizing, watering and maintenance as required to assure a healthy stand of grass. Work performed in the County and State Right-of-Ways and private property shall be replaced with like sod.

1.02 SUBMITTALS

- A. A certification of sod quality by the producer shall be delivered to the Engineer 10 days prior to use.

PART 2 - PRODUCTS

2.01 GRASS SOD

- A. Grass sod shall be Bahia or grass and shall be well matted with grass roots. The sod shall be taken in rectangles, preferably 12 inch by 24 inch, shall be a minimum 2 inches in thickness and shall be live, fresh and uninjured at the time of planting.
- B. It shall be reasonably free of weeds and other grasses and shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. The sod shall be planted as soon as possible after being dug and shall be shaded and kept moist until it is planted.

2.02 FERTILIZER

- A. Commercial fertilizer shall comply with the state fertilizer laws.
- B. The numerical designations for fertilizer indicate the minimum percentages (respectively) of (1) total nitrogen, (2) available phosphoric acid and (3) water-soluble potash contained in the fertilizer.
- C. The chemical designation of the fertilizer shall be 6 percent (6%) nitrogen, 6 percent (6%) phosphorus, and 6 percent (6%) potash. At least 50 percent (50%) of the nitrogen shall be derived from organic sources. At least 50 percent (50%) of the phosphoric acid shall be from normal super phosphate or an equivalent source which will provide a minimum of two (2) units of sulfur. The amount of sulfur shall be indicated on the quantitative analysis card attached to each bag or other container.

2.03 WATER FOR GRASSING

- A. The water used in the sodding operations shall be obtained as provided for in Section 01500: Temporary Facilities.

PART 3 - EXECUTION

3.01 PREPARATION OF GROUND

- A. The area over which the sod is to be placed shall be scarified or loosened to a depth and then raked smooth and free from debris. Where the soil is sufficiently loose and clean, the Engineer, at his discretion, may authorize the elimination of ground preparation.

3.02 APPLICATION OF FERTILIZER

- A. Before applying fertilizer, the soil pH shall be brought to a range of 6.0 to 7.0.
- B. The fertilizer shall be spread uniformly over the area to be sodded at the rate of 700 pounds per acre, or 16 pounds per 1,000 square feet, by a spreading device capable of uniformly distributing the material at the specified rate. Immediately after spreading, the fertilizer shall be mixed with the soil to a depth of approximately 4 inches.
- C. On steep slopes, where the use of a machine for spreading or mixing is not practicable, the fertilizer shall be spread by hand and raked in and thoroughly mixed with the soil to a depth of approximately 2 inches.

3.03 PLACING SOD

- A. The sod shall be placed on the prepared surface, with edges in close contact and shall be firmly and smoothly embedded by light tamping with appropriate tools.
- B. Where sodding is used in drainage ditches, or on slopes of four (4) to one (1) or greater, the setting of the pieces shall be staggered so as to avoid a continuous seam along the line of low. Along the edges of such staggered areas, the offsets of individual strips shall not exceed 6 inches. In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.
- C. On slopes greater than two (2) to one (1), the Contractor shall, if necessary, prevent the sod from sliding by means of wooden pegs driven through the sod blocks into firm earth, at suitable intervals.
- D. Sod which has been cut for more than 72 hours shall not be used unless specifically authorized by the Engineer after his inspection thereof. Sod which is not planted within 24 hours after cutting shall be stacked in an approved manner and maintained and properly moistened. Any pieces of sod which, after placing, show an appearance of extreme dryness shall be removed and replaced by fresh, uninjured pieces.
- E. Sodding shall not be performed when weather and soil conditions are, in the Engineer's opinion, unsuitable for proper results.

3.04 WATERING

- A. The areas on which the sod is to be placed shall contain sufficient moisture, as determined by the Engineer, for optimum results. After being placed, the sod shall be kept in a moist condition to the full depth of the rooting zone for at least 2 weeks. Thereafter, the Contractor shall apply water as needed until the sod roots and starts to grow for a minimum of 60 days (or until final acceptance, whichever is latest).

3.05 MAINTENANCE

- A. The Contractor shall, at his expense, maintain the sodded areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include repairing of any damaged areas and replacing areas in which the establishment of the grass stand does not appear to be developing satisfactorily.
- B. Replanting or repair necessary due to the Contractor's negligence, carelessness or failure to provide routine maintenance shall be at the Contractor's expense.

END OF SECTION

SECTION 02922

LOAMING, SEEDING, AND MULCHING

PART 1- GENERAL

1.01 SCOPE OF WORK

- A. Scope of Work: Furnish all labor, materials, equipment and incidentals required to prepare lawn bed, seed and mulch and establish a stand of grass for temporary erosion and sedimentation control. All areas disturbed by construction and not shown or specified to receive sodding shall receive seeding and mulching.
- B. Submit to Engineer as provided in Section 01340, identification labels and certification that all seed is Argentine Bahia.
- C. Areas seeded shall include all areas disturbed during construction except structures, roadways, walkways, and areas to be sodded. Areas to be sodded will include areas within 2 feet of buildings.

1.02 SUBMITTALS

- A. Submit to the Engineer as provided in Section 01340, identification labels and certification that all seed is Argentine Bahia.

PART 2 - PRODUCT

2.01 LOAM

- A. Loam (topsoil) shall be fertile, natural soil, typical of the locality, free from large stones, roots, sticks, peat, weeds and sod and obtained from naturally well drained areas. It shall not be excessively acid or alkaline nor contain toxic material harmful to plant growth. Topsoil stockpiled under other Sections of this Division may be used, but the Contractor shall furnish additional loam at his own expense, if required.

- B. Soil Conditioners

Fertilizers:

- 1. Fertilizer shall be a complete fertilizer, the elements of which are derived from organic sources. Fertilizer shall be a standard product complying with State and Federal fertilizer laws.

2. Percentages of nitrogen, phosphorus and potash shall be based on laboratory tests on soils outlined in Paragraph 1.02.A and approved by the Engineer. For the purpose of bidding, assume 6% nitrogen, 6% phosphorus and 6% potash by weight. At least 50% of the total nitrogen shall contain no less than 3% water-insoluble nitrogen.
3. Fertilizer shall be delivered to the site, mixed as specified, in the original unopened standard size bags showing weight, analysis and name of manufacturer. Containers shall bear the manufacturer's guaranteed statement of analysis, or a manufacturer's certificate of compliance covering analysis shall be furnished to the Engineer. Store fertilizer in weatherproof place and in such a manner that it will be kept dry and its effectiveness will not be impaired.

Superphosphate shall be composed of finely ground phosphate rock as commonly used for agricultural purposes containing not less than 20 available phosphoric acid.

Lime shall be ground limestone.

C. Seed

1. Species shall be Argentine Bahia Seed. Argentine Bahia grass seed shall have a minimum pure seed content of 95 percent with a minimum germination of 80 percent.
2. Dry Mulch: The mulch material used shall normally be dry mulch of straw or hay, consisting of oat, rye, or wheat straw, or of pangola, peanut, coastal Bermuda or Bahia grass hay. Only undeteriorated mulch which can readily be cut into the soil shall be used.

PART 3 – EXECUTION

3.01 PREPARATION OF GROUND

- A. The area over which the sod is to be placed shall be scarified or loosened to a depth and then raked smooth and free from debris. Where the soil is sufficiently loose and clean, the Engineer, at his discretion, may authorize the elimination of ground preparation.

3.02 INSPECTION AND TESTING

- A. Verify that soil preparation and related preceding work has been completed.
- B. Do not start work until conditions are satisfactory.

3.03 INSTALLATION

- A. Apply the lawn seed with a drop type spreader while soil is still loose at the rate of eight (8) pounds per one thousand (1,000) square feet.
- B. Apply half the seed in one direction and the remainder at right angles to the first seeding.
- C. After applying the seed, rake the seed into the seed bed to a depth of one half inch.
- D. Approximately two inches, loose thickness, of mulch material shall be applied uniformly over the seed bed and cut into the soil so as to produce a loose mulched thickness of three to four inches. The area shall be rolled thoroughly with a lawn roller immediately after completion of the seeding and mulching.
- E. Water the seeded area lightly and again roll the area with a light lawn roller to assure firm contact of the soil and see.

3.04 MAINTENANCE

- A. Soil shall be kept continuously moist, but not too wet, until seed has germinated and become well established.
- B. The Contractor shall, at his expense, maintain the planted areas in a satisfactory condition as required for temporary erosion and sedimentation control. Such maintenance shall include watering, mowing, and filling, leveling, and repairing of any washed or eroded areas, as may be necessary. The Engineer may require replanting of any areas in which the establishment of the grass stand does not appear to be developing satisfactorily. Replanting shall be performed at the Contractor's expense. The Contractor shall mow grassed areas once per week until final completion of the Project.

END OF SECTION

Exhibit "B" Pricing Schedule

12 INCH WELL

Spec. Section No.	Bid Item No.	Task Description	Estimated Quantity	Unit	Unit Price	Extended Total
3.1A	1	Water Well Construction Permit (40C-3, F.A.C.)	1	LS	\$250.00	\$ 250.00
3.1B	2	Mobilization and Demobilization: (provide backup showing the cost breakdown for mobilization and the demobilization)	1	LS	\$ 145,000.00	\$ 145,000.00
3.1C, 3.2B, 3.2E	3	Drill 18" Borehole and Provide and Install 18" Surface Casing NOTE: Provide supporting backup showing the cost breakdown of drilling; providing; installing the casing.	105	FT	\$ 483.00	\$ 40,715.00
3.2B	4	Addition of Granular Bentonite (during 18" casing rotation)	10	BAG	\$ 40.00	\$ 400.00
3.1D, 3.2B	5	Drill 17" Borehole	240	FT	\$ 220.00	\$ 52,800.00
3.1D, 2.1C, 3.2E	6	Provide/Install 12 inch Casing with Centralizers. NOTE: Provide supporting backup showing the cost breakdown of the casing material and the install of the casing.	345	FT	\$ 105.00	\$ 36,225.00
3.3	7	Well Alignment Testing	1	LS	\$ 3,500.00	\$ 3,500.00
3.4	8	Cement Grout	700	BAG	\$ 15.00	\$ 10,500.00
3.1E	9	Drill 11-7/8 inch Borehole	205	FT	\$ 205.00	\$ 42,025.00
3.7	10	Borehole Geophysics and Video Survey	1	LS	\$ 25,000.00	\$ 25,000.00
3.8A	11	Test Pump Installation/Removal	1	LS	\$ 70,000.00	\$ 70,000.00
3.2F, 3.9A	12	Furnish, Install and Maintain Temporary 12 inch Pipeline to Storm Water Pond	850	FF	\$ 30.00	\$ 25,500.00
3.8	13	Well Development	24	HR	\$ 300.00	\$ 7,200.00

3.9B	14	Step-Drawdown Pumping Test	8	HR	\$ 300.00	\$ 2,400.00
3.9C	15	Additional Pumping	32	HR	\$ 300.00	\$ 9,600.00
3.13	16	Site Cleanup	1	LS	\$ 25,000.00	\$ 25,000.00
BID SUBTOTAL (Bid Item No. 1-16)						\$ 507,125.00
		Optional Task: (Upon City Request Only)				
3.8	17	Construction and Removal of Temporary Discharge Location at NW Corner of WTP Site	1	LS	\$ 18,000.00	\$ 18,000.00
BID GRAND TOTAL (Bid Item 1-17)						\$ 525,125.00

Bid Grand Total (written): *Five hundred Twenty Five thousand one hundred twenty five and 00/100*

16 INCH WELL

Spec. Section No.	Bid Item No.	Task Description	Estimated Quantity	Unit	Unit Price	Extended Total
3.1A	1	Water Well Construction Permit (40C-3, F.A.C.)	1	LS	\$250.00	\$ 250.00
3.1B	2	Mobilization and Demobilization: (provide backup showing the cost breakdown for mobilization and the demobilization)	1	LS	\$ 145,000.00	\$ 145,000.00
3.1C, 3.2B, 3.2E	3	Drill 24" Borehole and Provide and Install 24" Surface Casing NOTE: Provide supporting backup showing the cost breakdown of drilling; providing; installing the casing.	105	FT	\$460.00	\$ 48,300.00
3.2B	4	Addition of Granular Bentonite (during 24" casing rotation)	12	BAG	\$ 40.00	\$ 400.00
3.1D, 3.2B	5	Drill 23" Borehole	240	FT	\$ 230.00	\$ 55,200.00
3.1D, 3.1C, 3.2E	6	Provide/Install 16 Inch Casing with Centralizers: NOTE: Provide supporting backup showing the cost breakdown of the casing material and the install of the casing.	345	FT	\$ 125.00	\$ 43,125.00
3.3	7	Well Alignment Testing	1	LS	\$8,000.00	\$ 8,000.00
3.4	8	Cement Grout	1000	BAG	\$ 15.00	\$ 15,000.00
3.1E	9	Drill 14-3/4 inch Borehole	205	FT	\$ 210.00	\$ 43,050.00
3.7	10	Borehole Geophysics and Video Survey	1	LS	\$ 25,000.00	\$ 25,000.00
3.6A	11	Test Pump Installation/Removal	1	LS	\$ 60,000.00	\$ 60,000.00
3.2F, 3.9A	12	Furnish, Install and Maintain Temporary 12 inch Pipeline to Storm Water Pond	850	FT	\$30.00	\$ 25,500.00

3.8	13	Well Development	24	HR	\$ 300.00	\$ 7,200.00
3.9B	14	Step-Drawdown Pumping Test	8	HR	\$ 300.00	\$ 2,400.00
3.9C	15	Additional Pumping	32	HR	\$ 300.00	\$ 9,600.00
3.13	16	Site Cleanup	1	LS	\$ 25,000.00	\$ 25,000.00
BID SUBTOTAL (Bid Item No. 1 -16)						\$ 613,825.00
		Optional Task: (Upon City Request Only)				
3.8	17	Construction and Removal of Temporary Discharge Location at NW Corner of WTP Site	1	LS	\$ 18,000.00	\$ 18,000.00
BID GRAND TOTAL (Bid Item 1-17)						\$ 631,825.00

Bid Grand Total (written): Five hundred thirty one thousand Five hundred twenty five and 00/100



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

DATE: September 20, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of the Single Reading (Final/Adoption) **Ordinance No. 2022-13**, Small-Scale Future Land Use Map Amendment for Sean A. Jones (Vedder Holsters)

Introduction:

This is a request for City Council to approve the single reading and adoption of Ordinance No. 2022-13.

Call Up Item

Mayor Asks Attorney to Read Ordinance by Title Only

City Manager Background

Applicant Presentation

Testimony by others on behalf of applicant or opposition with a legitimate interest in the matter, who can provide substantial competent evidence.

Rebuttal by Applicant

Discussion

Council Action

Discussion:

Section 163.3187(2) of the Florida Statutes 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.

Further descriptions and the land use report are contained in Attachment #1 (*PZC/LPA Staff Report*). The advertisements for the adoption hearing are provided in Attachment #2. The applicant is requesting an amendment to the City's Future Land Use Map. The proposed amendment will change approximately 4.90 acres from High Density Residential to Industrial. The proposal is for future development of the Vedder Holsters office, manufacturing, and warehouse. The uses and site design standards are being processed in a companion Final PUD Master Plan.

This Ordinance shall take effect 31 days after the adoption of the annexation Ordinance, per Florida Statutes. Annexation Ordinance No, 2021-20 is being processed in concert and includes additional land for annexation to be included in the overall project.

The sequence of events leading to the presentation to the City Council are as follows:

The Planning and Zoning Commission (PZC), acting as the Local Planning Agency, at their regularly scheduled meeting held on August 17, 2022, recommended approval (vote 6-0. One member was absent) of the Small-Scale Future Land Use Map Amendment from High Density Residential to Industrial land use designation.

The Development Review Committee (DRC) on July 27 2022, reviewed and recommended approval of the Small-Scale Future Land Use Map Amendment from High Density Residential to Industrial land use designation.

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 adopt under single reading Ordinance No. 2022-13 for the Small-Scale Future Land Use Map Amendment.

Attachment(s):

1. Attachment 1 PZC-LPA Staff Report (ADA)
2. Attachment 2 Legal Ad Publications (ADA)
3. Ordinance 2022-13 Jones FLUM.SGS
4. Exhibit A FLUM Amendment

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen, City Attorney
Jessica Burnham, City Clerk
Jeanann Hand, Deputy City Clerk
Patrick Comiskey, City Manager

Approved - 9/15/2022
Approved - 9/15/2022
Approved - 9/15/2022
Final Approval - 9/15/2022



CITY OF MOUNT DORA

DATE: August 17, 2022

TO: Planning and Zoning Commission

FROM: Development Review Committee
Vince Sandersfeld, Planning Director

THROUGH: Michele Janiszewski, AICP, Senior Planner

RE: Future Land Use Map Amendment; Amend the Future Land Use Map on 4.92+/- acres from High Density Residential to Industrial; Located north side of Lincoln Avenue and west of U.S. Highway 441 (site address: 1649 E. Lincoln Avenue); Green Consulting Group, Inc. (Applicant); Sean A. Jones (Owner).
Project No. FLUM22-02.

SUMMARY OF RECOMMENDATION:

Staff recommends approval of the small-scale application to amend the Future Land Use Map on 4.92+/- acres from High Density Residential to Industrial.

REFERENCES/SUPPORT:

Policy 4.g, FLUE, Mount Dora Comprehensive Plan 2045
Chapter 163 Florida Statutes

SITE SUMMARY:

Request Type:	Small-Scale Future Land Use Map Amendment
Owner(s):	Sean A. Jones
Applicant:	Green Consulting Group, Inc., Timothy W. Green
Address:	1649 Lincoln Avenue
General Location:	Located north side of Lincoln Avenue Street and west of U.S. Highway 441
Alternate Key No.:	1447097
JPA:	Yes, City of Mount Dora & Lake County Joint Planning Agreement
Zoning District:	Multi-Family Residential (R-3). Max. Units: 88
Proposed Zoning District:	Planned Unit Development (PUD)
Land Use Category:	High Density Residential (18 du/ac)
Proposed Land Use Category:	Industrial. Floor Area Max. 0.70 (or maximum 150,020 sf)
Overlays:	Northeast CRA
Site Area:	4.92 +/- acres
Existing Use:	Single family residence and detached garage
Proposed Use:	15,000 SF Office space and 30,000 SF of manufacturing space for light industrial uses.

DEVELOPMENT STANDARDS:

Development Standard	RH (Existing)	IND (Proposed)
Maximum Floor Area Ratio (FAR)	Not Specified	Max. 0.70
Density	12 – 18 d.u. / acre	Not Permitted
Max. Impervious Surface Ratio (ISR)	65%	65%
Min. Open Space	Min. 35%	Min. 35%

SURROUNDING PROPERTY TABLE:

Direction	Jurisdiction	Future Land Use	Zoning District(s)	Existing Use(s)	Comments
North	City	Medium Density	R-2	Residential	Mount Dora Heights Subdivision
South	City	Recreation	GB	Recreation	Lincoln Ave Recreation Center
East	City	Commercial & Industrial	C-3 & WP-1	Light Industrial	Hallmark Nameplate
West	City	High Density	R-3	Residential	City Walk Villas

ANALYSIS (LAND USE REPORT):

The applicant is requesting an amendment to the City's Future Land Use Map. The proposed amendment will change approximately 4.92 acres High Density Residential to Industrial. The proposal is for future development of the Vedder Holsters office, manufacturing, and warehouse. The proposed land use category for Industrial is compatible with the surrounding uses. This site is located east of the Hallmark Nameplate manufacturing facility which provides graphic overlays printed on circuit boards and other services. The Hallmark Nameplate is a high-tech industry. The proposed site is less than 700 feet west of U.S. Highway 441 (Principal Arterial roadway). Lincoln Avenue is designated a Local Urban roadway on the adopted Functional Classification Map (*Transportations Mobility Element of the Mount Dora Comprehensive Plan 2045*). Lincoln Avenue is part of Route 3 Circulator of the LakeXpress transit service. The location of the proposed Industrial land use will provide workforce employment opportunities.

The proposal for the Vedder Holsters was presented to the Northeast CRA Advisory Committee at the regularly scheduled meeting held on August 10, 2022 (MLK Center). The project details and site configuration were presented as an informational and advisory item.

The uses and site standards are being processed in a companion Final PUD Master Plan. The PUD Master Plan will provide specific uses, ingress/egress, building placement/orientation, building size limitations, and site buffering restrictions. All activates will be indoors with loading/unloading bays positions away from nearby residential.

Future Land Use Industrial Policy Definitions: Industrial: This category is intended for light manufacturing, warehousing and storage associated with a business or industrial use, wholesaling, distribution, office and other related activities. Educational facilities shall not be allowed in this district. Industrial parks with good internal circulation and attractive appearance from adjacent roads are encouraged. Maximum impervious surface ratio is 0.65. Maximum FAR is 0.70.

The property can be developed with up to 88 dwelling units. The Applicant is proposing a PUD with 30,000 SF of Light Manufacturing and 15,000 of Office Space. Based on this information, the proposed uses should result in a net decrease in average daily trips (summary table below).

Existing Conditions				
Land Use	Code	Units	Trip Generation	ADT
Multi Family	221	88	4.64	408
Total ADT with Existing				408
Proposed PUD				
Land Use	Code	Units	Trip Generation	ADT
Light Manufacturing	110	30 KSF	3.78(KSF)	113
General Office	710	15 KSF	11.01(KSF)	165
Total ADT with Proposed Development Plan				278
KSF = Kilo Square Feet ADT = Average Daily Trips				

PUBLIC IMPACTS AND CAPACITY ANALYSIS:

Housing: The proposed Future Land Use change to Industrial with a PUD zoning will slightly decrease the amount of land available for residential uses. There are no significant housing and population impacts with the proposed future land use map amendment. The proposed is for non-residential development.

Project Residential Housing/Population Calculations:

18 dwelling units x 4.92 acres = 88 units

Population: 88 units x 2.37 persons per household = 209 persons

Traffic: Based on the existing entitlements, the proposed uses will result in a decrease in the average daily trips (ADT). The surrounding roadway network should have sufficient capacity to accommodate background growth and project traffic in the future condition. Further review and evaluation will be completed upon the submittal of a development application.

Wastewater: Infrastructure Element Policy 1.d: Average Daily Flow: 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: The minimum design for water distribution systems 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 available at this location.

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, 96-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.

Habitat: Based on aerial photos the site appear to be heavily wooded; a tree removal and replacement plan along with a mitigation plan will be required at time of site plan approval.

Environmental: The survey provided did not provide any wetland delineation and Lake County GIS shows no indication of wetland or flood zone on the property.

Notifications:

JPA Notice to Lake County: July 6, 2022

Legal Notice PZC and Notice to City Council: August 5, 2022

Notice to Surrounding Owners: August 5, 2022

Non-Legal with Map Ad City Council: September 9, 2022

Ordinance Enactment Legal Ad: September 9, 2022

Public Hearing Schedule:

DRC: July 27, 2022

PZC: August 17, 2022

City Council Reading and Adoption: September 20, 2022

ATTACHMENTS:

Vicinity Map

Future Land Use Map Amendment

FLU Composite Map

Zoning Map

Application

Legend



City Limits



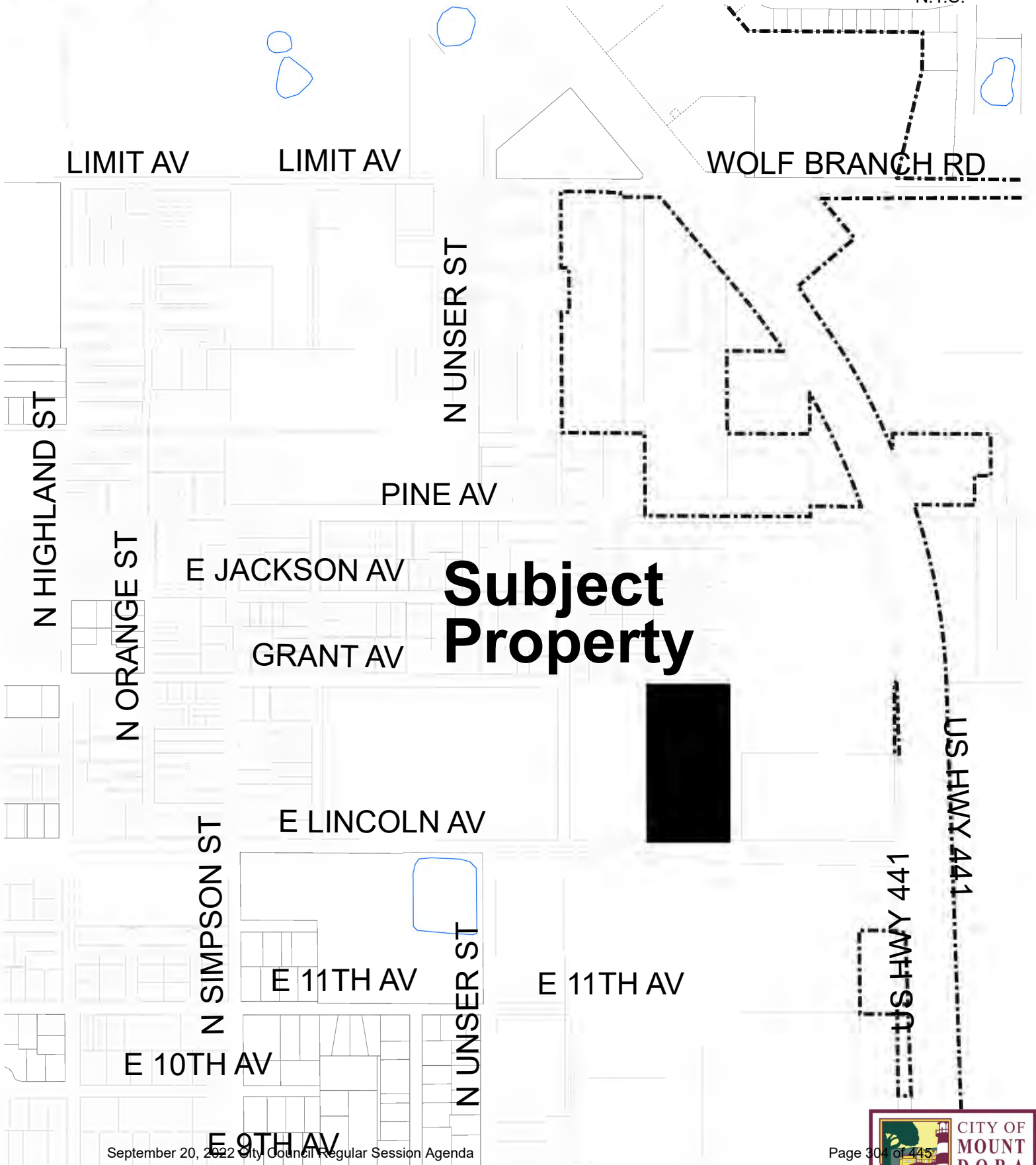
Subject Property

Vicinity Map

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N.T.S.



Legend



City Limits

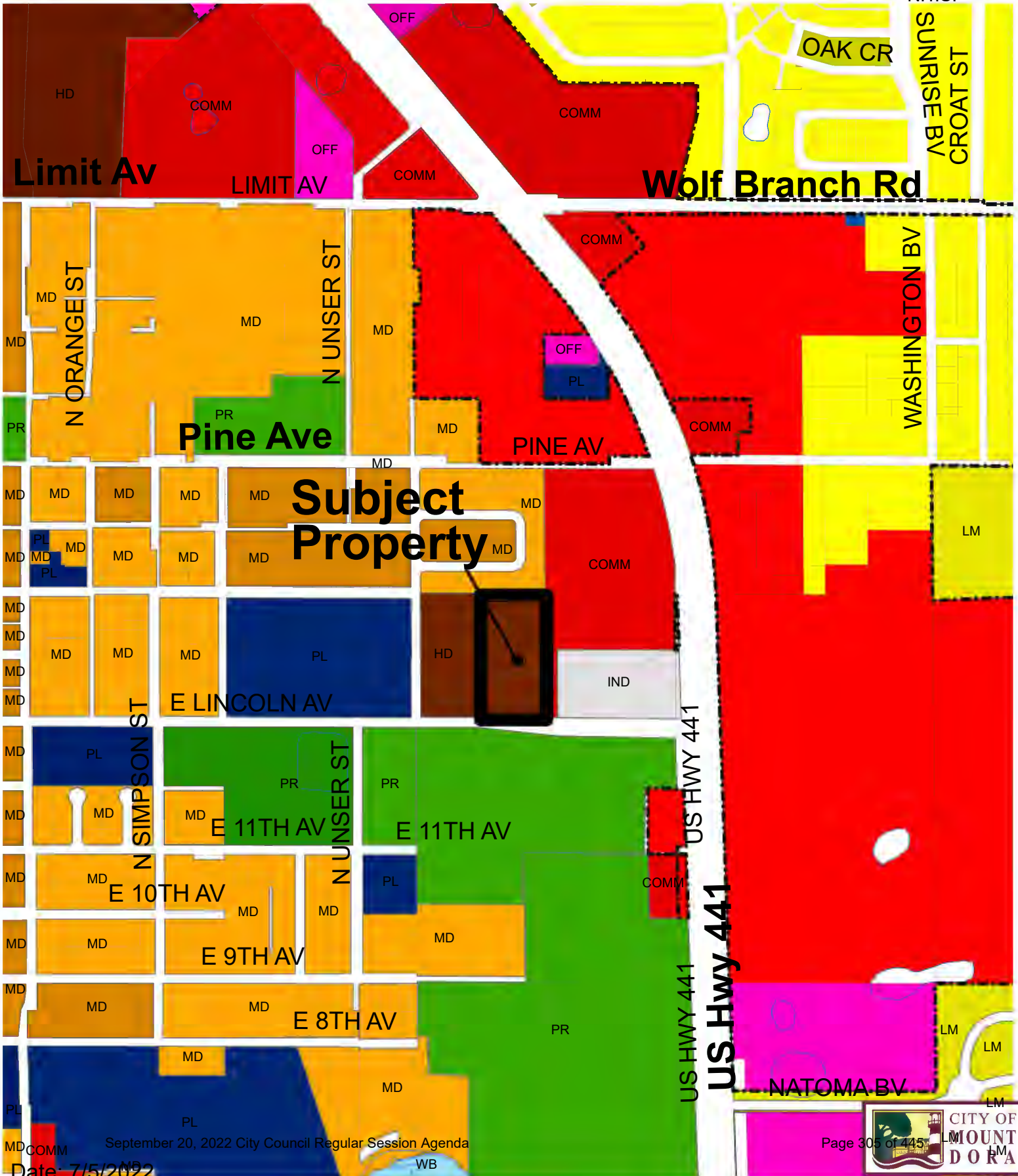
Subject Property

Sean A. Jones Future Land Use Area Map (Composite City & Lake County)

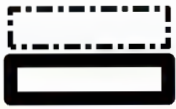
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N.T.S.



Legend



City Limits

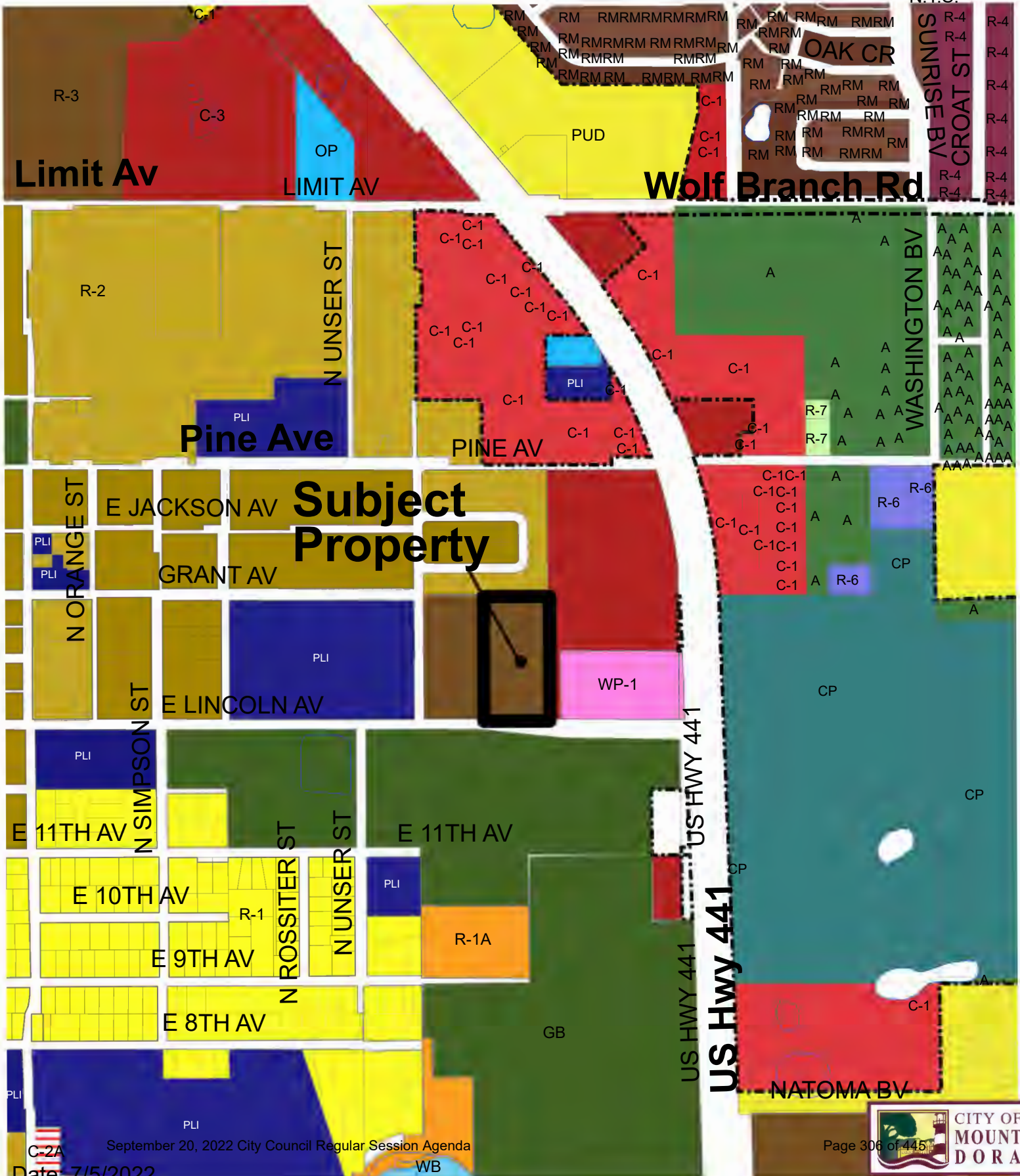
Subject Property

Sean A. Jones Zoning Area Map (Composite City & Lake County)

N



N.T.S.



City of Mount Dora Future Land Use Map

Planning Time Frame: 2045

FLUM Amendment - Owner Sean A. Jones Developer Vedder Holsters

Exhibit "A"
Ordinance No. 2022-13



0 1,400 2,800 Feet

LEGEND:

- 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

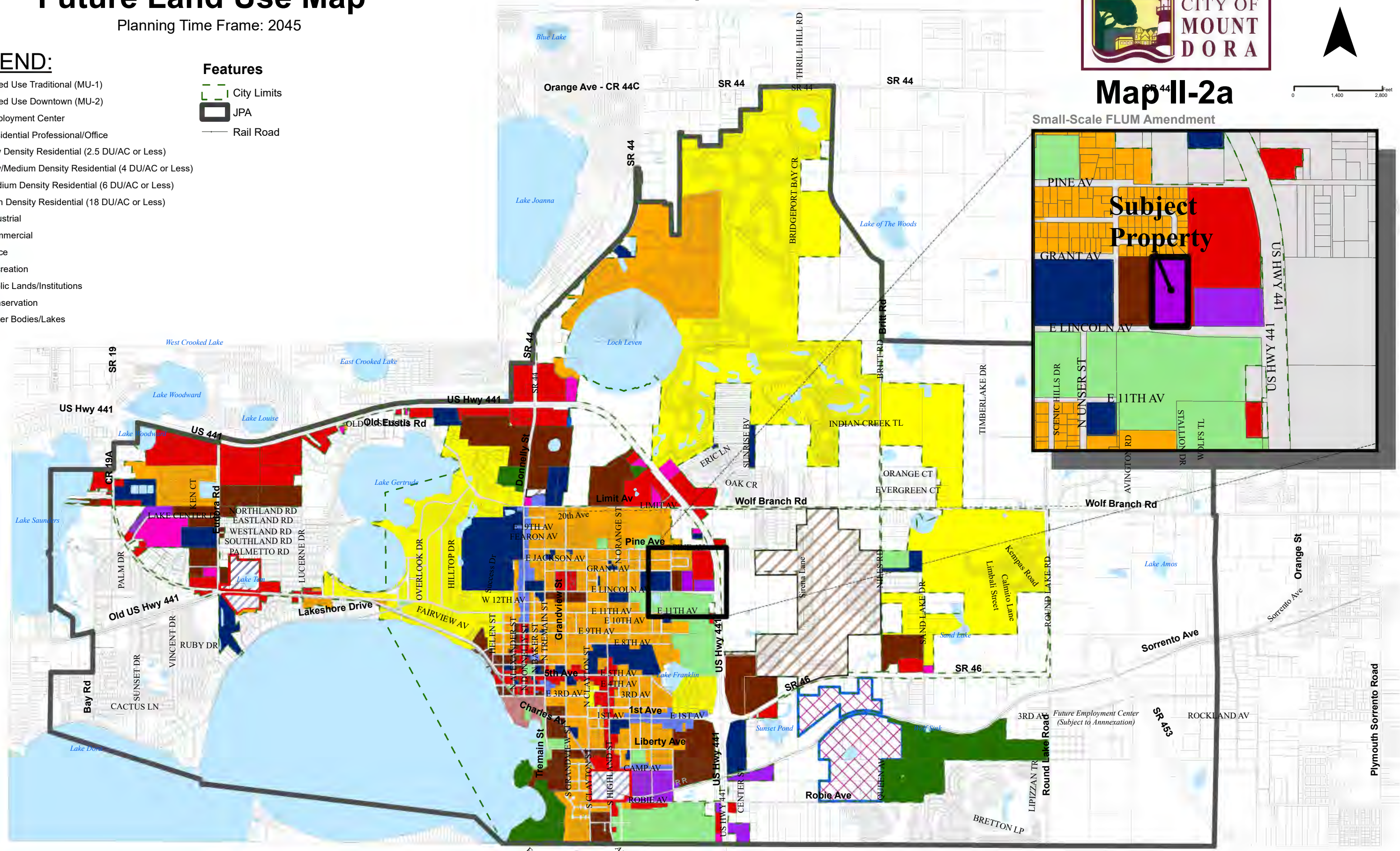
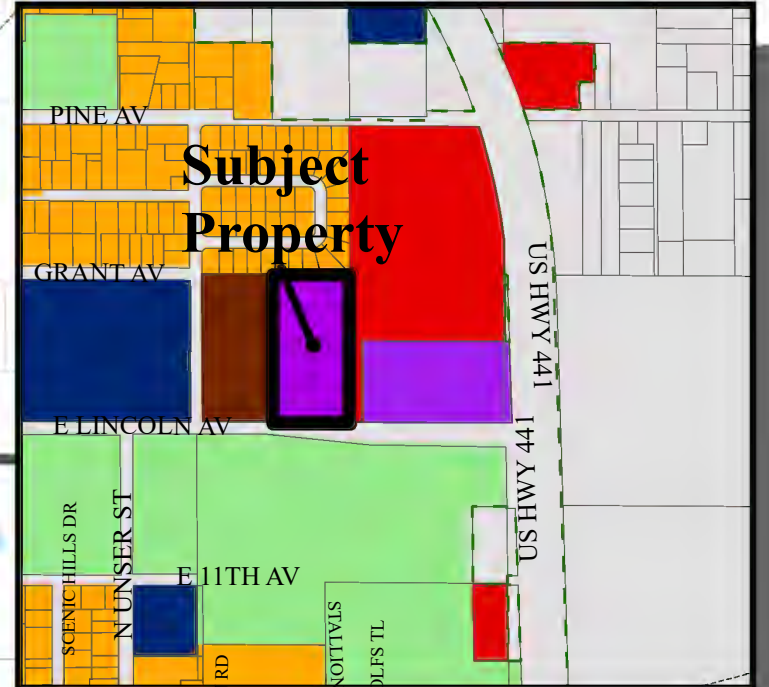
City Limits

JPA

Rail Road

Map II-2a

Small-Scale FLUM Amendment



Prepared by: Mount Dora Planning and Development Dept.
510 North Baker Street
Mount Dora, FL 32727
352-735-7112



**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@cityofmoundora.com

FLUM22-02SM

**FUTURE LAND USE MAP AMENDMENT
SMALL-SCALE (10 ACRES OR LESS)
APPLICATION**

Date : 07/05/2022 Project Name: Vedder Holsters

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. Owner's Name: Sean A Jones
Company's Name: N/A
Address: 1649 Lincoln Avenue
City, State & Zip: Mount Dora, Florida 32757
Phone: _____ E-mail: _____
3. The property generally located and list adjacent streets: East of Wardell Street,
North of Lincoln Avenue, West of US Hwy 441
4. The address(s) of the property: 1649 Lincoln Avenue, Mount Dora, FL 32757
5. Size of property in Acres: 4.92 Square Feet: 213,879.60
6. Current Zoning District: R-3 (Multi-Family Residential)
7. Requested Zoning District: PUD
(Separate application required for change in zoning district)
8. Future Land Use Category : High Density Residential
9. Requested Future Land Use Category: Industrial

10. Present use and structures on the property (list number of residential dwelling units):

Single Family Residential, 1 dwelling

11. Building Size Existing: 1752 sq. ft. Proposed: 45,000 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	Medium Density	R-2	Single-Family Residential
South	City	Recreation	GB	Park
East	City	Commerical	C-3	Vacant
West	City	High Density	R-3	High Density Residential

(districts/categories may be abbreviated)

13. Present use and structures on the property (list number of residential dwelling units):

Single Family Residential, 1 dwelling

14. Proposed use of property: Industrial

15. List the specific Comprehensive Plan Policy that allows proposed use: _____

Future Land Use Objective (4) (g) (7)

16. State the reason for this request: _____

To align the Land Use with the proposed use.

17. Describe changed condition justifying the amendment: _____

Need for Employment in the NE CRA and to allow for the retention and growth of a local business.

18. Describe whether and how the proposed amendment is consistent with the City of Mount Dora's Comprehensive Plan: _____

The amendment will allow for Light Manufacturing with the PUD.

19. Describe the extent to which the proposed amendment is compatible with existing land uses: _____

The site is next to Commercial with Industrial to the east.

20. Describe the extent to which the proposed amendment affects the capacities of public facilities and services: _____

The services are available to the site. An improvement will be part of any site plan approvals.

21. Describe the extent of environmental impacts on the resources of proposed amendment:

The site is not Native habitat and contains a single family residence. Much of the wooded area on the north will be preserved.

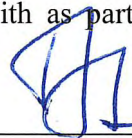
22. Describe the extent to which the proposed amendment will result in an orderly and logical development pattern: _____

The site is adjacent to Commercial Land and Industrial is to the east.

CERTIFICATION AND SIGNATURE

AFFIDAVIT

I, Timothy W Green, being first duly sworn, depose and say that I apply for the request contained herein, and that all answers, information, sketches, data and other supplementary matter attached to or included herewith as part of this application, are accurate and true to the best on my knowledge and belief.



Signature of Applicant

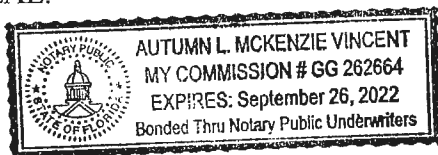
Timothy W Green

Print or Type Name

STATE OF FLORIDA
COUNTY OF LAKE
CITY OF MOUNT DORA

The foregoing instrument was acknowledged before me this 5th day of July 2022 by Timothy W Green who is personally known to me or who has produced _____ as identification and who did _____ or did not ☒ take an oath.

SEAL:





Notary Public

Autumn McKenzie Vincent

Print or Type Name

AGENT LETTER

TO: City of Mount Dora Planning & Development Department

This will serve as written authorization for Timothy W Green & Green Consulting Group, Inc. to act as agent for the purpose of submitting and processing of Rezoning and Small Scale Comprehensive Plan Amendment Applications for 1649 Lincoln Avenue in Mount Dora, Florida.

Signed:

Sean A. Jones
Sean A Jones

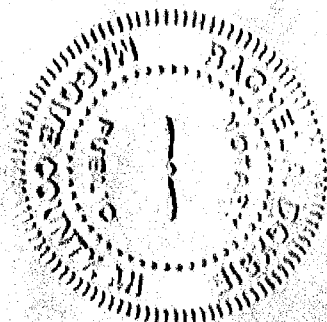
Date: June 28, 2022

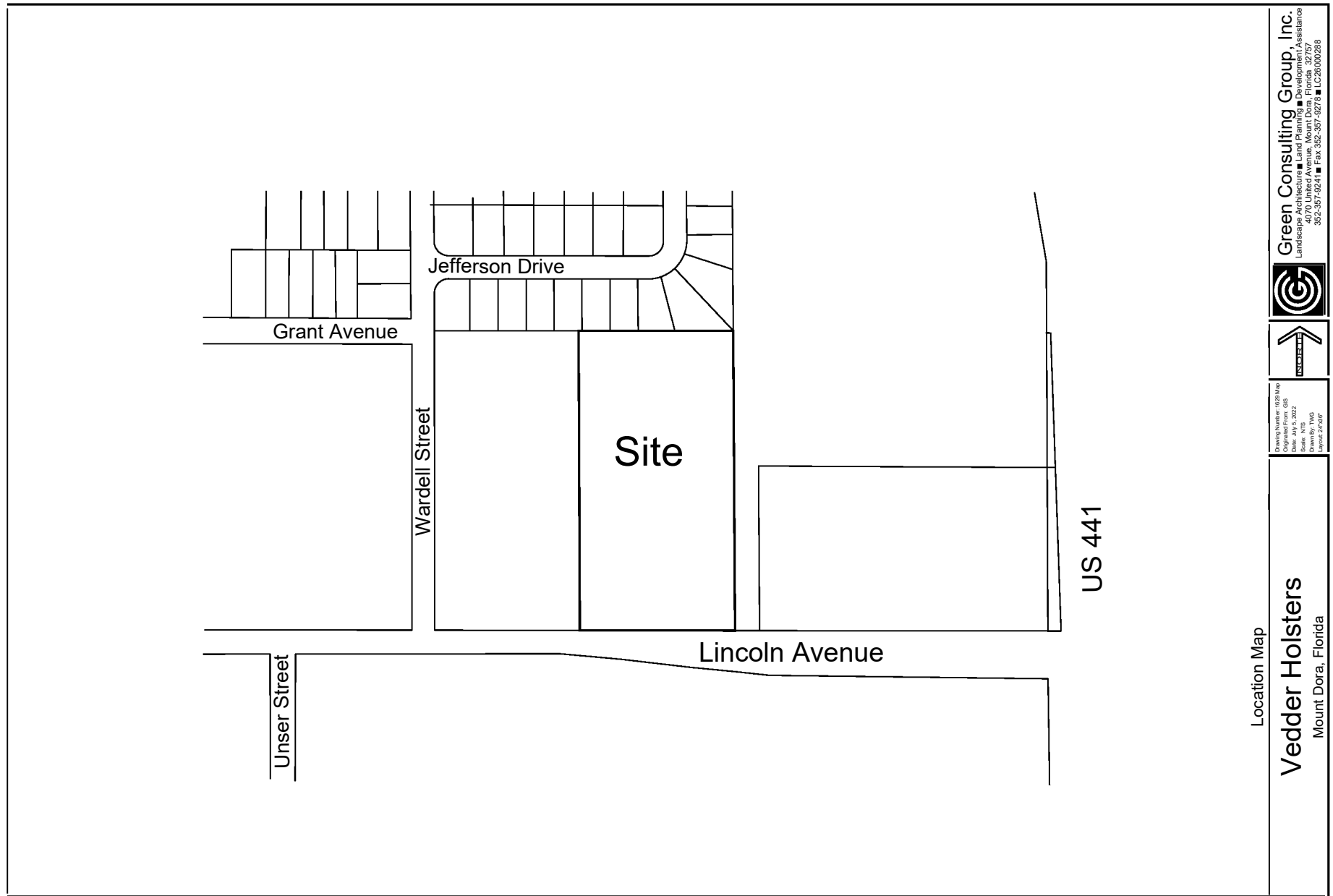
NOTARY PUBLIC
STATE OF MICHIGAN

Before me, the undersigned authority, personally appeared Sean A Jones who acknowledges that he is appointing Timothy W Green to act as his agent for the purpose of submitting for Rezoning and Small Scale Comprehensive Plan Amendment Applications for the above referenced property and that he did X or did not take an oath. Sean A Jones is known to me or produced identification (type) Michigan drivers license on this 28 day of June, 2022.

Rachel A. Doxsie
Notary Public - State of Michigan

RACHEL A. DOXSIE
Notary Public, State of Michigan
County of Macomb
My Commission Expires Aug. 09, 2025
Acting in the County of Macomb





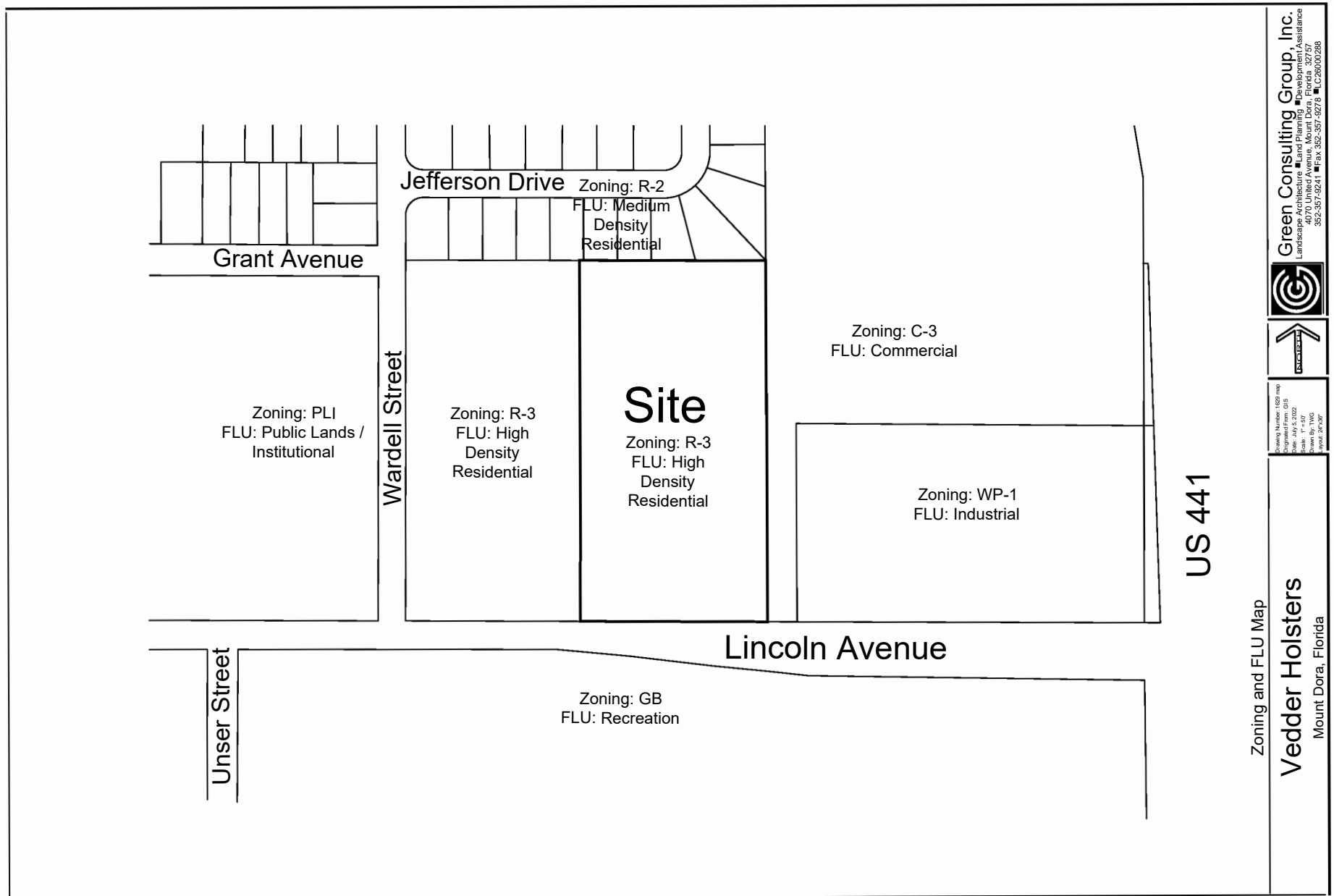
Location Map

Vedder Holsters
Mount Dora, Florida

Drawing Number: 10281 Map
Originated From: GIS
Date: July 5, 2022
Drawn By: YWG
Layout: 24x36"



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



Green Consulting Group, Inc.
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 4070 United Avenue, Mount Dora, Florida 32757
 352-357-9241 ■ Fax: 352-357-9278 ■ C26000288



Drawing Number: 1020 map
 Digitized From: GIS
 Date: July 5, 2022
 Drawn By: TNG
 Layout: 20x36"

Zoning and FLU Map

Vedder Holsters
 Mount Dora, Florida

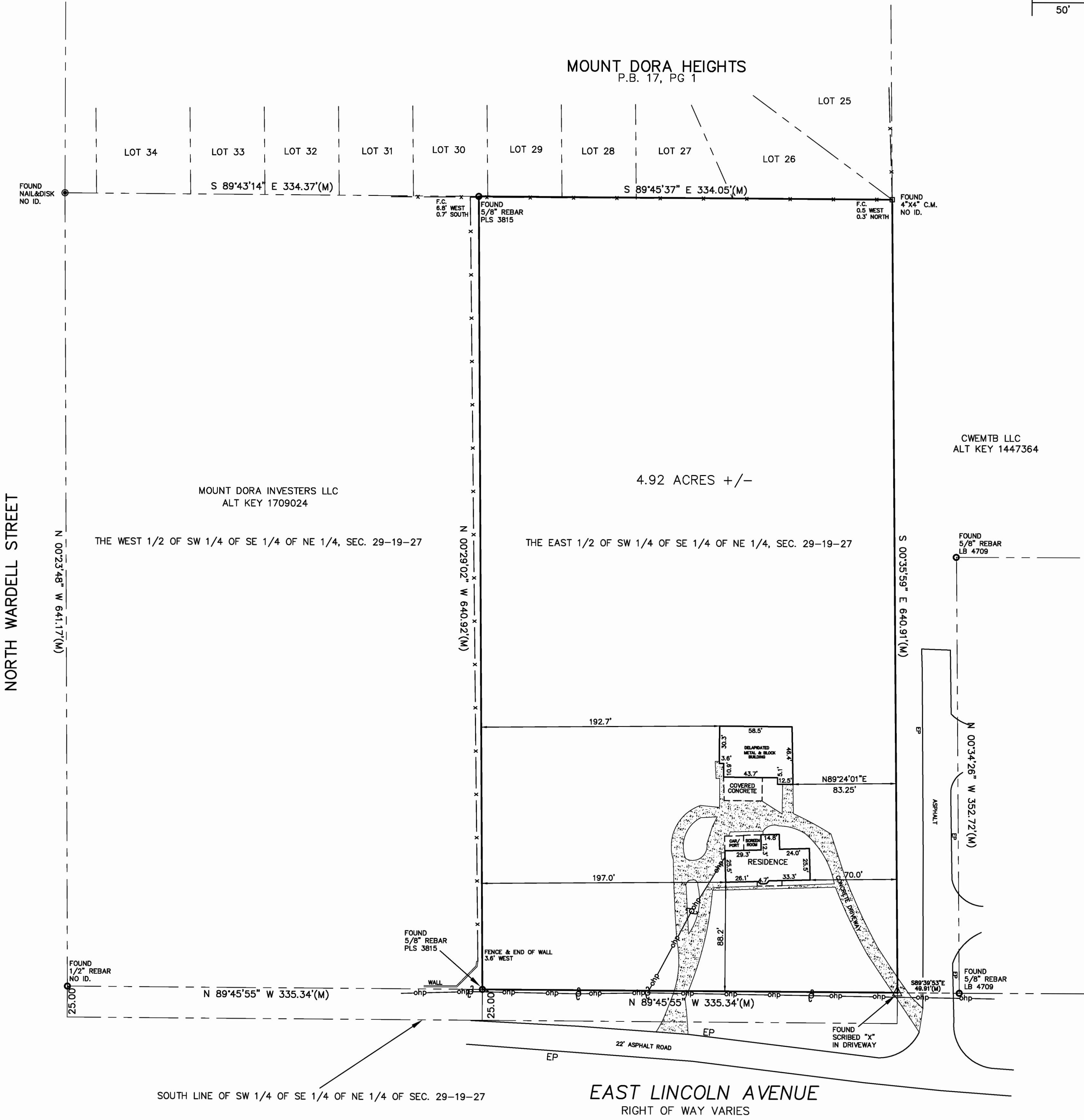
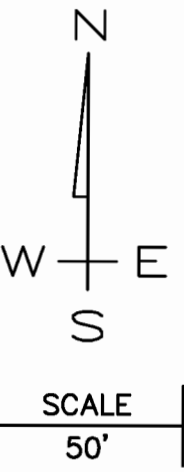
US 441

DESCRIPTION

E 1/2 OF SW 1/4 OF SE 1/4 OF NE 1/4 OF SECTION 29,
TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY FLORIDA, LESS
THE SOUTH 25 FEET THEREOF.

Plat of Boundary Survey for
Michael Vedder
Lincoln Stret, Mt Dora
Located in Section 29, Township 19 South, Range 27 East

LEGEND:	
IPS	IRON PIN SET (1/2" REBAR W/ CAP)
IPF	IRON PIN FOUND
CP	CALCULATED POINT ONLY
CM	CONCRETE MONUMENT
PP	POWER POLE
LP	LIGHT POLE
WV	WATER VALVE
GV	GAS VALVE
W	WELL
HY	FIRE HYDRANT
SSM	SANITARY SEWER MANHOLE
SDM	STORM DRAIN MANHOLE
CB	CATCH BASIN
CL	CLEANOUT
CI	CURB INLET
TR	TRANSFORMER
OU	OVERHEAD UTILITY
FL	FENCE LINE
(M)	FIELD MEASURED
(R)	RECORD DESCRIPTION OR PLAT
O.R.	OFFICIAL RECORD BOOK
L.D.	IDENTIFICATION
P.B.	PLAT BOOK
P.S.	PAGE
RE	REBAR
IP	IRON PIPE
SEC	SECTION
F.C.	FENCE CORNER
R/W	RIGHT-OF-WAY
EP	EDGE OF PAVEMENT



SURVEYOR'S NOTES

- 1) Bearings based on Florida grid East zone (Lengemann Network).
- 2) Subject to easements and restrictions of Record.
- 3) All of the above captioned property lies within F.I.R.M. Zone "X" according to F.I.R.M. panel No. 12069C 0367 E, dated December 18, 2012.
- 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) Fences were located ONLY where dimensioned and may not run straight; ownership of fences, if any, unknown. "00'00" EW along the **** line of Lot.

CERTIFIED TO:
Michael Vedder
Treasure coast Title & Settlement of Vero LLC
Westcor Land Title Insurance Company

I hereby certify that this survey was made under my responsible charge and meets the minimum technical standards as set forth by the Board of Professional Land Surveyors in Chapter 61G17-6 Florida Administrative Code. Pursuant to Section 472.027 Florida Statutes.

Fulton V. Clinkscales, Jr., Surveyor #4986

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.



No.	REVISIONS	Date	Freeland - CLINKSCALES + ASSOCIATES, INC. of NC Engineers • Land Surveyors 201 2nd AVE. EAST HENDERSONVILLE, N.C. 28792 1220 HUFFSTETLER DRIVE, UNIT 201 EUSTIS, FL. 32726 (352) 609-2830 SURVEY@CLINKSCALES.COM	REF. PLAT BOOK	xx/xx
1	XXXX	xx/xx/xx		REF. O.R. BOOK	4835/2359
				ALT. KEY#	1447097
				PARTY CHIEF	SCL
				DRAWN	SCL
				DATE	JUNE 29, 2022
				DWG.NO.	F42116

Return to:

Sean A. Jones
620 Charlesina Dr.
Rochester, MI 48306



Prepared by:

Sean A. Jones
620 Charlesina Dr.
Rochester, MI 48306

Parcel Appraisal Parcel Identification number: 29-19-00010000340

This Quit Claim Deed, Executed the 7th day of July, 2016, by
Robert Jones
first party, to Sean A. Jones, a married man
whose post office address is 620 Charlesina Dr. Rochester, MI 48306
second party.

(Wherever used herein the terms "first party" and "second party" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the first party, for and in consideration of the sum of \$ 10⁰⁰
in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release,
and quit claim unto the second party forever, all the right, title, interest, claim and demand which the said first
party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of
LAKE, State of FLORIDA, to-wit:

E 1/2 of SW 1/4 of SE 1/4 of NE 1/4, Sec. 29,
Tp. 19 S, R 27 E. Less the South 25 feet.

To Have and to Hold The same together with all and singular the appurtenances thereunto belonging
or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said
first party, either in law or equity to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, the said first party has signed and sealed these presents the day and year first
above written.

Signed, sealed and delivered in the presence of:

Felicia D. Nix
Witness Signature (as to first Grantor)

Felicia D. Nix
Printed Name

Charles R. Nix
Witness Signature (as to first Grantor)

Charles R. Nix
Printed Name

Witness Signature (as to Co-Grantor, if any)

Printed Name

Witness Signature (as to Co-Grantor, if any)

Printed Name

Robert Jones
Grantor Signature **TS**

Robert Jones
Printed Name

1649 Lincoln Ave.
Post Office Address

Mount Dora, Florida 32787

Co-Grantor Signature, (if any) **TS**

Printed Name

Post Office Address

STATE OF Florida

COUNTY OF Orange

Felicia D. Nix; Charles R. Nix; Robert Jones

known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that

executed the same, and an oath was not taken. (Check one:) ☐ Said person(s) is/are personally known to me. ☒ Said person(s) provided the

following type of identification: FL DL (last 4-0940)

I hereby Certify that on this day, before me, an officer duly authorized
to administer oaths and take acknowledgments, personally appeared

Robert Jones

known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that

executed the same, and an oath was not taken. (Check one:) ☐ Said person(s) is/are personally known to me. ☒ Said person(s) provided the

following type of identification: FL DL (last 4-0940)

Witness my hand and official seal in the County and State last aforesaid

this 7th day of July, 2016

Linda R. Hall
Notary Signature
Printed Name

PROPERTY RECORD CARD

General Information

Name:	JONES SEAN A AND LINDA SCOTT ESTATE	Alternate Key:	1447097
Mailing Address:	1649 LINCOLN AVE MOUNT DORA, FL 32757 Update Mailing Address	Parcel Number: ⓘ	29-19-27-0001-000-03401
		Millage Group and City:	0MD2 Mount Dora
		2021 Total Certified Millage Rate:	18.7017
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	1649 LINCOLN AVE MOUNT DORA FL, 32757 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	E 1/2 OF SW 1/4 OF SE 1/4 OF NE 1/4--LESS S 25 FT-- ORB 644 PG 13 ORB 2449 PG 1313 ORB 2483 PG 2184 ORB 4835 PG 2359		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Land Value
1	SINGLE FAMILY (0100)	0	0		4.630	Acre	\$0.00		\$57,875.00

[Click here for Zoning Info](#) ⓘ
 [FEMA Flood Map](#)

Residential Building(s)

Building 1

Residential

Building Value: \$143,967.00

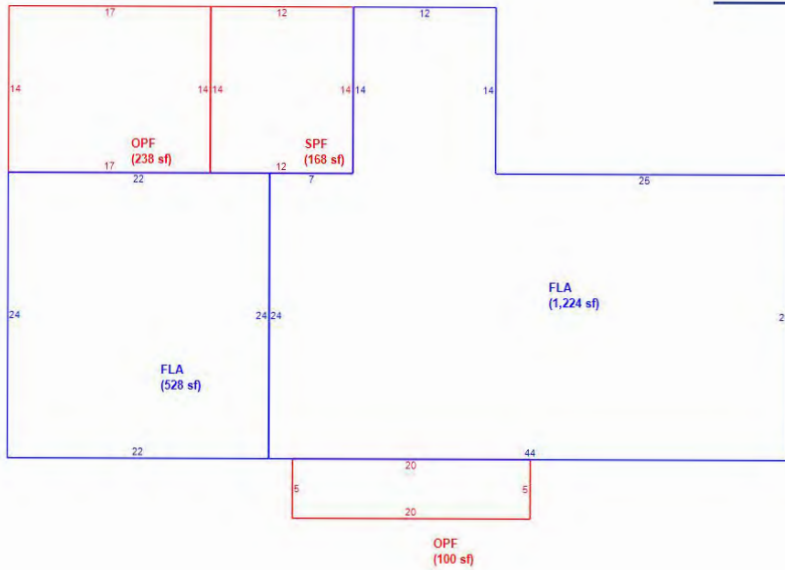
Summary

Year Built: 1979	Total Living Area: 1752 ⓘ	Central A/C: Yes	Attached Garage: No
Bedrooms: 3	Full Bathrooms: 2	Half Bathrooms: 0	Fireplaces: 1

[Incorrect Bedroom, Bath, or other information?](#) ⓘ

Section(s)

Section Type	Ext. Wall Type	No. Stories	Floor Area
FINISHED LIVING AREA (FLA)	Stucco/Brick (03)	1.00	1752
OPEN PORCH FINISHED (OPF)		1.00	338
SCREEN PORCH FINISHED (SPF)		1.00	168

[View Larger / Print / Save](#)

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
 Property data last updated on March 21, 2022.
[Site Notice](#)

**NOTICE OF COMPREHENSIVE PLAN CHANGE
FUTURE LAND USE MAP AMENDMENT
CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the City of Mount Dora Local Planning Agency (Planning and Zoning Commission) will conduct a public hearing to consider a change to the City of Mount Dora Comprehensive Plan to amend the Future Land Use Map. This hearing will be held on **Wednesday, August 17, 2022 at 10:00 a.m.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida. The substance of proposed Comprehensive Plan Amendment is as follows:

**REQUEST FOR SMALL-SCALE FUTURE LAND USE MAP
AMENDMENT FROM RESIDENTIAL HIGH TO INDUSTRIAL; 4.92
ACRES (SITE AREA); ON THE NORTH SIDE OF LINCOLN AVENUE
AND WEST OF U.S. HIGHWAY 441 (LOCATION); 1649 LINCOLN
AVENUE (SITE ADDRESS); SEAN A. JONES (OWNER); GREEN
CONSULTING GROUP, INC (APPLICANT).**

FURTHER, notice is hereby given City Council of the City of Mount Dora, Florida will conduct a public hearing of the proposed Small-Scale Future Land Use Map Amendment, Ordinance No. 2022-13, on **Tuesday, September 20, 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 Future Land Use Map Amendment request.

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.

For questions or comments, please email planningcomments@cityofmoundora.com.

Legal Ad Dated/Notification: August 5, 2022

**NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2022-13
CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance No. 2022-13. The final public hearing on the ordinance will be held on **Tuesday, September 20, 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 No. 2022-13 is as follows:

ORDINANCE NO: 2021-13

**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.**

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

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

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

Published (Legal Notice): September 9, 2022

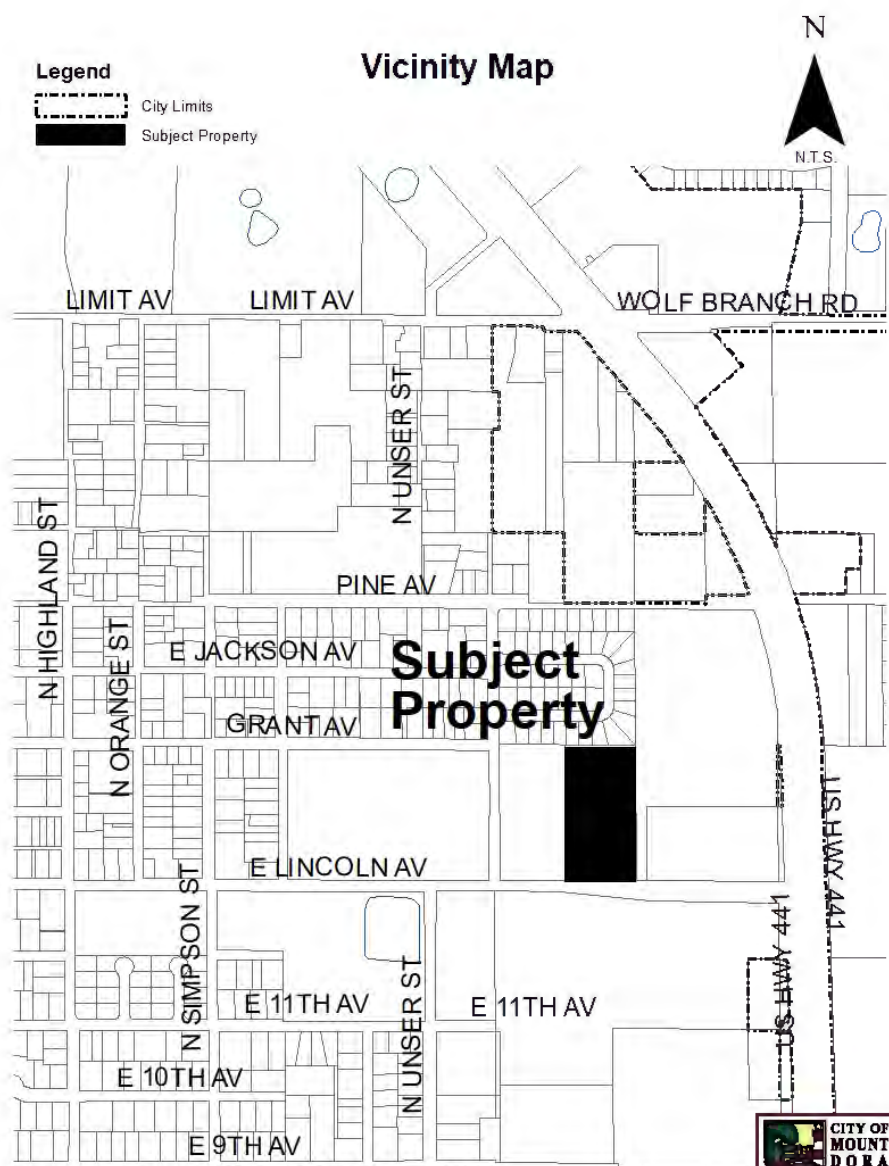
NOTICE OF COMPREHENSIVE PLAN CHANGE FUTURE LAND USE MAP AMENDMENT ORDINANCE NO. 2022-13 CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida will conduct a public hearing to consider adoption of Ordinance No. 2022-13 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, September 20, 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. 2022-13

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, the adoption of Ordinance No. 2022-13 includes a Future Land Use Map Amendment changing certain lands from Residential High to Industrial as depicted on the map of this advertisement below:



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: September 9, 2022

ORDINANCE NO: 2022-13

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, Sean A. Jones, (Property Owner) 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 at the north side of Lincoln Avenue and west of U.S. Highway 441, as depicted in **Exhibit "A"** attached hereto (Property); and

WHEREAS, the proposed Comprehensive Plan Amendment qualifies as small-scale development amendment because the Property is not 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 August 17, 2022, 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, Florida Statutes, Section 163.3187(2) requires that the City conduct only one public hearing for Small-Scale Future Land Use Map Amendments; 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 DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP.

A. The Future Land Use designation of Commercial is hereby assigned to that Property located on the north side of Lincoln Avenue and west of U.S. Highway 441, identified by Tax Parcel ID # 29-19-27-0001-000-03401 and Alt. Key # 1447097, and more particularly described as:

E ½ of SW ¼ of SE ¼ of NE ¼ of Section 29, Township 19 South, Range 27 East, Lake County, Florida, Less the South 25 feet thereof.

All the Above Containing 4.92 Acres, More or Less

B. The Future Land Use Map II-2a of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045, adopted by City of Mount Dora Ordinance 2020-04, on June 16, 2020; amended by City of Mount Dora Ordinance No. 2022-05, on March 1, 2022, is hereby amended to include the Future Land Use assignment set forth herein.

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; however, pursuant to Florida Statutes, Section 163.3187, the subject small-scale Future Land Use Map amendment 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 small-scale Future Land Use Map amendment is in compliance with the Plan.

Signatures on Following Page

SINGLE AND FINAL READING: September 20, 2022

PASSED AND ADOPTED this 20th day of September, 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”
Future Land Use Map Amendment

City of Mount Dora Future Land Use Map

Planning Time Frame: 2045

FLUM Amendment - Owner Sean A. Jones Developer Vedder Holsters

Exhibit "A"
Ordinance No. 2022-13



0 1,400 2,800 Feet

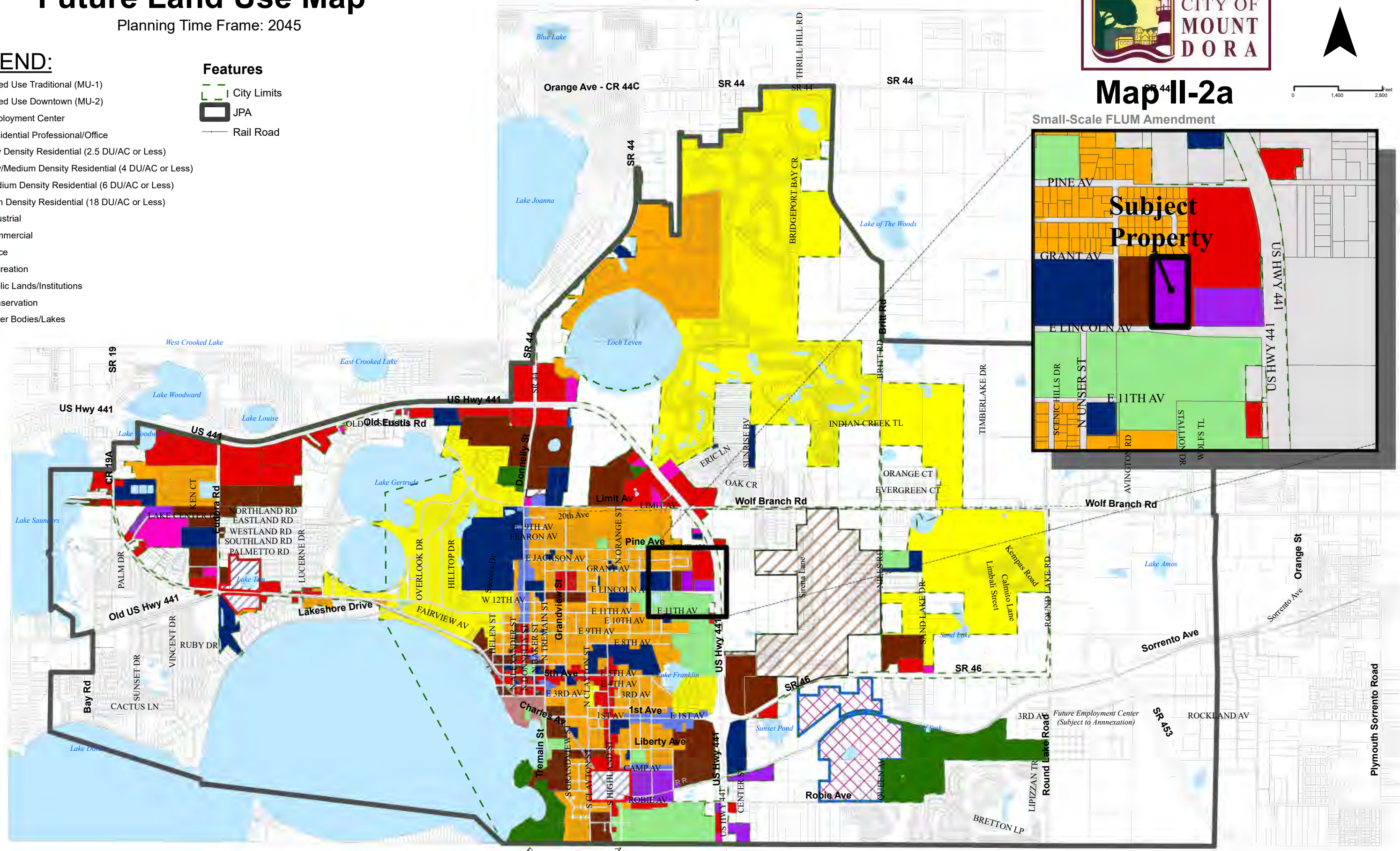
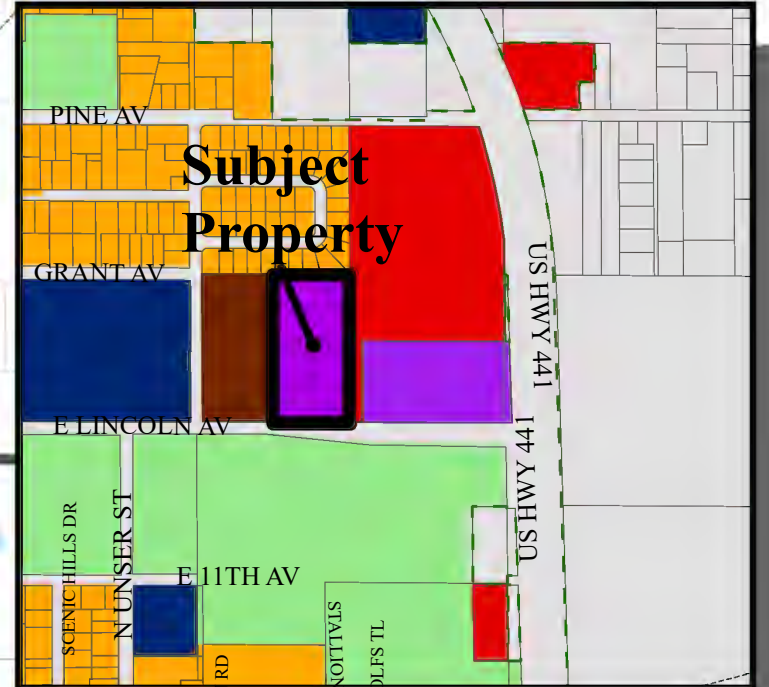
LEGEND:

- 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

Map II-2a

Small-Scale FLUM Amendment



Prepared by: Mount Dora Planning and Development Dept.
510 North Baker Street
Mount Dora, FL 32727
352-735-7112



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

DATE: September 20, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request for Approval of the First Reading of **Ordinance No. 2022-14**, Final PUD Master Plan for Vedder Holsters

Introduction:

This is a request for City Council to approve the first reading of Ordinance No. 2022-14 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:

The applicant's proposal is to create a Planned Unit Development (PUD) for the Vedder Holsters for a new office, manufacturing, and warehouse facility. Further descriptions and the land use report are contained in Attachment #1 (PZC Memo/Staff Report). Legal advertisement publications for the hearing are included in Attachment #2. The site is located north of Lincoln Avenue and west of U.S. Highway 441 (west of the Hallmark Nameplate facility). This Final PUD Master Plan is being processed in concert with Small-Scale Future Land Use Amendments. The applicant's master plan tailors the site design, parking, building location, and uses specific to the Vedder Holsters. The project is planned for construction in two phases.

The owner has indicated to staff that the advertisement's exterior signage will not contain the word "holsters" but will be neutral. It will feature the word "Vedder" with an eagle logo.

Vedder Holster currently has a facility located off Camp Avenue and is in need of expansion. The facility manufactures various leather products. Summary business details are listed below:

- o Current employment: 40 +.
- o Current business occupies – Camp Avenue: 17,000 sq ft located in several units and in multiple buildings.
- o Phase One: 30,000 sq ft (15,000 sq ft Office and 15,000 sq ft Manufacturing).
- o Phase Two: 15,000 sq ft Manufacturing.
- o All manufacturing is located indoors.

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 August 17, 2022, recommended approval (vote 6-0. One member was absent) of the rezoning from R-3 to PUD for the Vedder PUD Master Plan.

The Northeast Community Redevelopment Agency (NE-CRA) on August 9, 2022, the applicant presented, as an information item, the project details and description of the master plan.

The Development Review Committee (DRC) on July 27, 2022, recommended approval of the change in zoning and to forward the same to the PZC.

Budget Impact:

There are no budgetary impacts on the City relative to the processing of the rezoning action.

Strategic Impact:

Rezoning requests which address density and intensity changes are consistent with Growth Management Goals. This particular change in zoning is consistent with the City's goals for conservation protection measures and land use regulations.

Recommendation:

City Council to approve First Reading of Ordinance No. 2022-14 and hold a hearing for second reading and adoption.

Attachment(s):

1. Attachment 1 PZC Memo Staff Report (ADA)
2. Attachment 2 Legal Ad Publications (ADA)
3. Ordinance 2022-14 Vedder Holters PUD rezone(1st Reading).SGS
4. Exhibit B Final PUD Master Plan

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen, City Attorney
Jessica Burnham, City Clerk
Jeanann Hand, Deputy City Clerk
Patrick Comiskey, City Manager

Approved - 9/15/2022
Approved - 9/15/2022
Approved - 9/15/2022
Final Approval - 9/15/2022



CITY OF MOUNT DORA

DATE: August 17, 2022

TO: Planning and Zoning Commission

FROM: Development Review Committee
Vince Sandersfeld, Planning Director

THROUGH: Michele Janiszewski, AICP, Senior Planner

RE: Request for Change in Zoning for Final PUD Master Plan Vedder Holsters; 4.92+/- acres from R-3 to Planned Unit Development (PUD); Located north side of Lincoln Avenue and west of U.S. Highway 441 (site address: 1649 E. Lincoln Avenue); Green Consulting Group, Inc. (Applicant); Sean A. Jones (Owner). Project No. PUD22-02

SUMMARY OF RECOMMENDATION:

Staff recommends approval of the above-referenced request Final PUD for Vedder Holsters and forward same for consideration by the City Council.

REFERENCES/SUPPORT:

LDR Section 3.4.5

FLUM Ordinance No. 2022-13 (in process)

SITE SUMMARY:

Owners	Sean A. Jones
Applicant	Green Consulting Group, Inc., Timothy W. Green
Address	1649 Lincoln Avenue
General Location:	Located north of Lincoln Avenue and west of U.S. Highway 441 (and east of Wardell Street)
Alternate Key Nos.	1447097
Zoning District:	Multi-Family Residential (R-3)
Proposed Zoning District:	Planned Unit Development (PUD)
Land Use Category:	High Density Residential (R-3)
Proposed Land Use Category:	Industrial
Overlays:	Northeast CRA
Site Area:	4.92+/- acres
Existing Use:	Single family residence and detached garage
Proposed Use:	15,000 SF Office space and 30,000 SF for manufacturing/warehousing of light industrial uses.

DEVELOPMENT STANDARDS:

Development Standard	R-3 (Existing)	PUD (Proposed)
Maximum Floor Area Ratio (FAR)	Not Specified	Max. 0.35
Density	12-18 d.u./acre	Not Applicable
Max. Building Height	35'	35'
Max. Impervious Surface Ratio (ISR)	65%	65%
Min. Open Space	35%	35%
Min. Building Setbacks	N/A	Front: 25 ft Side (East): 25 ft Side (West): 50 ft Rear: 50 ft

SURROUNDING PROPERTY TABLE:

Direction	Jurisdiction	Future Land Use	Zoning District(s)	Existing Use(s)	Comments
North	City	Medium Density	R-2	Residential	Mount Dora Heights Subdivision
South	City	Recreation	GB	Recreation	Lincoln Ave Recreation Center
East	City	Commercial & Industrial	C-3 & WP-1	Light Industrial	Hallmark Nameplate
West	City	High Density	R-3	Residential	City Walk Villas

ANALYSIS:

The subject property is 4.92 acres in size and developed with a single-family dwelling unit with a detached garage. The Applicant is requesting to rezone the property to Planned Unit Development or PUD to allow the property to be developed with a 15,000 square foot office and 30,000 square feet for warehousing and light industrial uses.

The property is currently zoned R-3 and is part of the High Density Residential land use category. Neither the zoning district nor the land use category allow office and light industrial uses. As such, the Applicant simultaneously submitted applications to rezone the property to PUD and amend the future land use map for the subject property from High Density Residential to Industrial. Both applications will be presented to City Council for consideration at the same meeting. If both applications are approved, the applicant may proceed with submitting a site plan application for review and approval by the Development Review Staff and the Planning and Zoning Commission.

The PUD master plan proposed a two-phase development with parking, landscaping buffers, and water retention area on the northern portion on the property. The first phase proposed 15,000 SF of office space and 15,000 SF for manufacturing/warehousing with 101 parking spaces. The second phase proposed an additional 15,000 SF for manufacturing/warehousing with an additional 20 parking spaces.

The owner has indicated to staff that the advertisement's exterior signage will not contain the word "holsters" but will be neutral. It will feature the word "Vedder" with an eagle logo.

The proposed development will be subject to LDC Section 6.13 entitled 'Commercial Architectural and Site Design Requirements. The buffering treatments will include a 6 feet high wall with landscaping along the northern property line (adjacent to single-family uses) and constructed during Phase 2. The other property lines include standard landscaping buffering treatments (see buffer table on the Conceptual Landscape Plan Sheet of the Final PUD Master Plan).

STANDARDS FOR REVIEW:

Pursuant to LDC Section 3.3.4, the City shall consider the following criteria in reviewing applications for a rezoning:

1. The need and justification for the change:

The applicant is seeking to rezone the property to Planned Unit Development to allow the property to be developed with Light Industrial uses. The Applicant has submitted an application to amend the Future Land Use Map from High Density Residential to Industrial on the subject property. The property's current zoning district is R-3 which does not allow the property to be developed with light industrial nor warehousing uses. Rezoning the subject property will make it consistent with the proposed future land use category and proposed use.

The effect of the change, if any, on the particular property and on surrounding property:

The subject property is surrounded by multiple uses including high density multi-family dwelling units; low density single-family detached dwellings; Public Park; and a light manufacturing business (Hallmark Nameplate Inc.). The proposed use is consistent with the existing business the east and the multi-family residential development will serve as a buffer between the Mount Dora Middle School and abutting residential uses. The northern portion of the subject property is heavily wooded and will be developed as a stormwater pond to serve as an additional buffer between the proposed use and the existing single-family dwelling unit subdivision.

2. The amount of undeveloped land having the same classifications as that requested in the general area and throughout the city:

The proposed change is allow the subject property to be developed with light manufacturing uses. Light Manufacturing is only permitted within the Workplace zoning districts (WP-1 and WP-2). In lieu of seeking a Workplace zoning district, the Applicant is seeking a PUD in order to specially define the proposed use and development standards to ensure there are not adverse impacts on the surrounding properties.

3. The availability and provision of adequate services and facilities:

Services and facilities are currently available to this property. A thorough capacity analysis of services and facilities will be conducted when a site plan application to submitted.

-
4. The impact on the natural environment:
There are no anticipated, adverse impacts on the natural environment as a result of this rezoning. A portion of this property is currently developed with single-family dwelling and a detached garage.
 5. Other Criteria as may be applicable:
Staff did not identify any additional, pertinent information regarding this application.

Notifications:

JPA Notice to Lake County: July 6, 2022
Legal Notice PZC and Notice to City Council: August 5, 2022
Notice to Surrounding Owners: August 5, 2022
Non-Legal with Map Ad City Council 1st Reading: September 9, 2022
Ordinance Enactment Legal Ad: October 7, 2022
Non-Legal with Map Ad City Council Adoption: October 7, 2022

Public Hearing Schedule:

DRC: July 27, 2022
PZC: August 17, 2022
City Council 1st Reading: September 20, 2022
City Council 2nd Reading/Adoption: October 20, 2022

ATTACHMENTS:

Vicinity Map
Zoning Map
Proposed Final PUD Master Plan Vedder Holsters
Application

Legend



City Limits



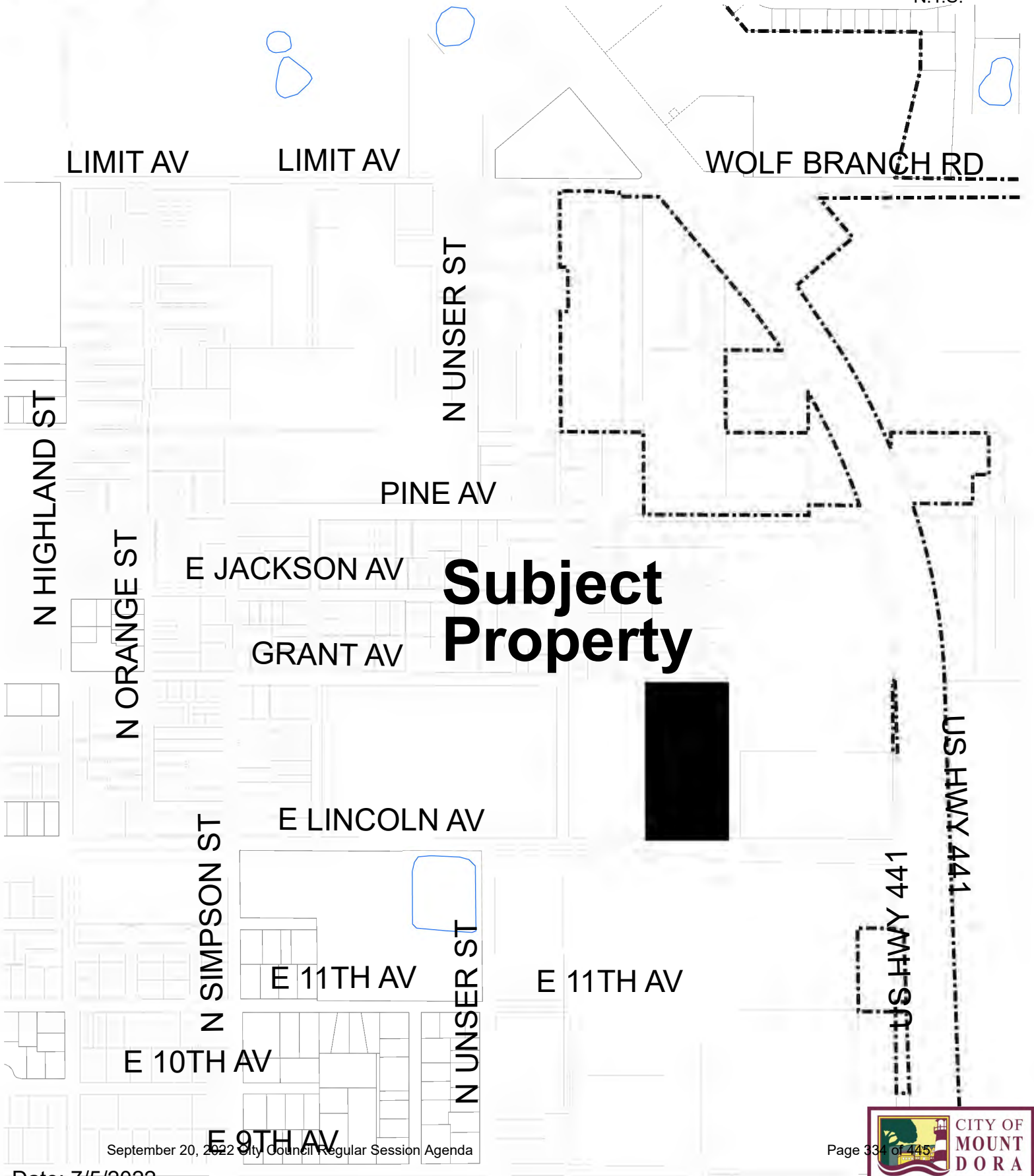
Subject Property

Vicinity Map

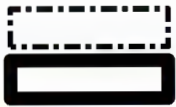
N



N.T.S.



Legend



City Limits

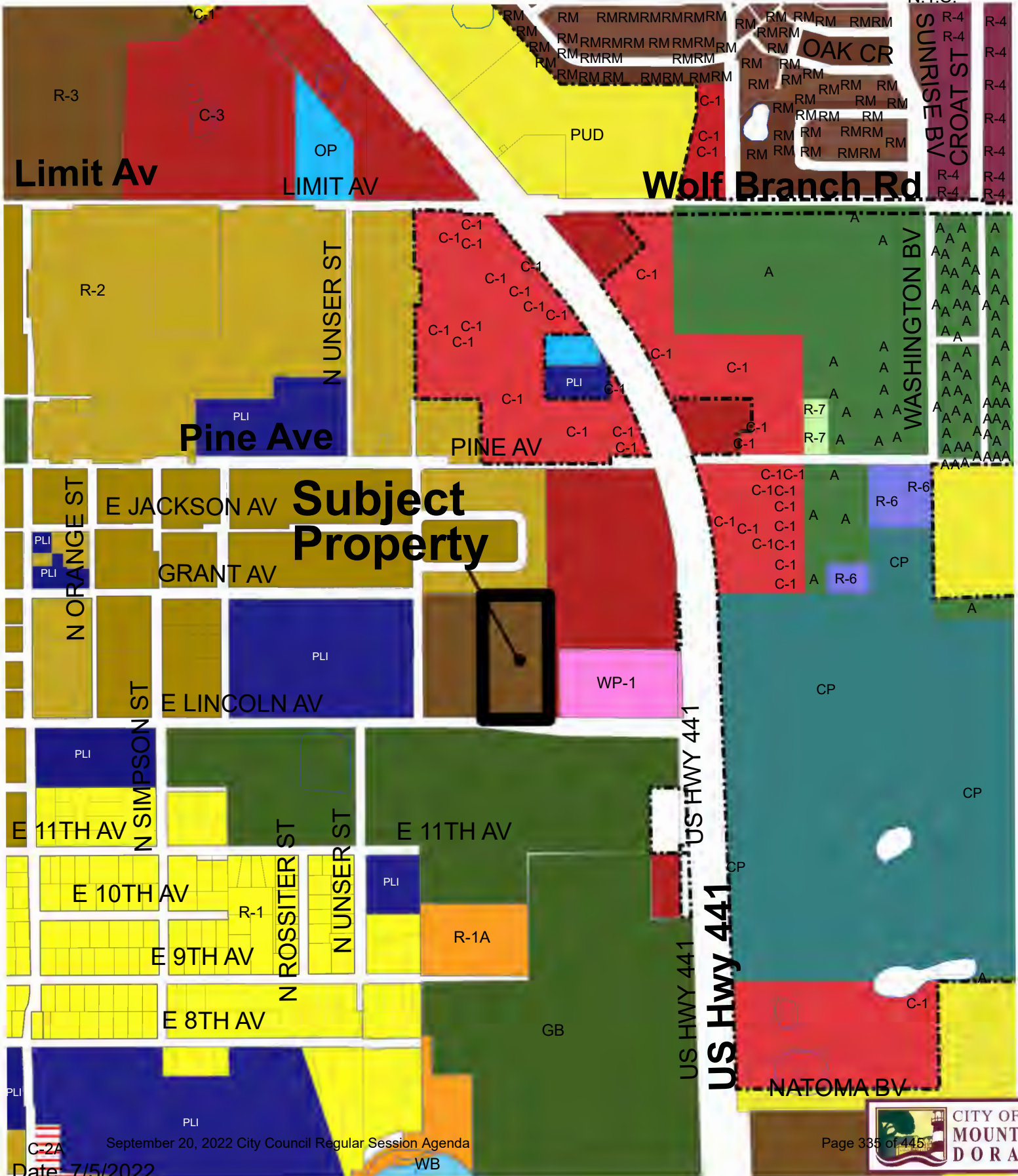
Subject Property

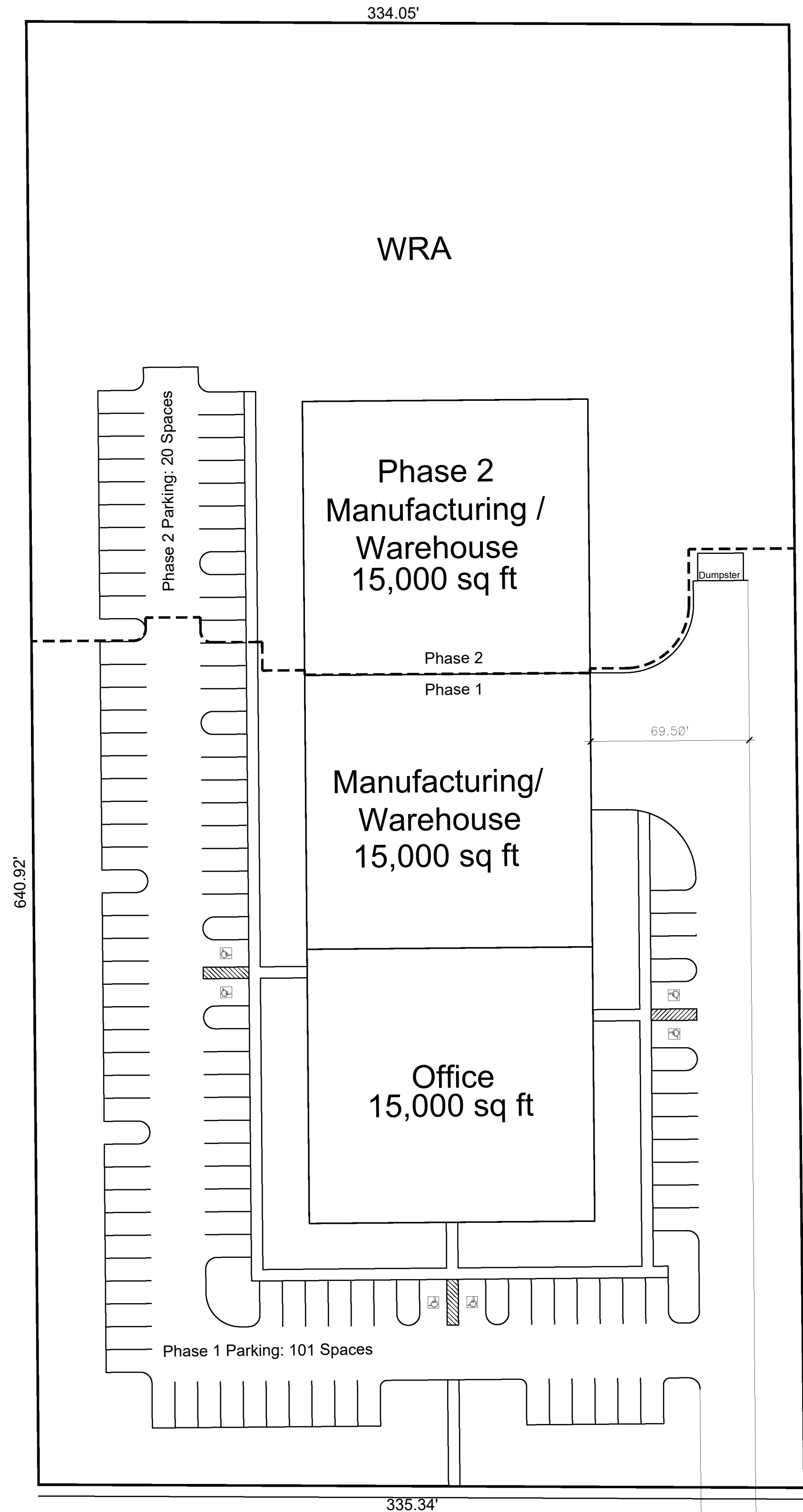
Sean A. Jones Zoning Area Map (Composite City & Lake County)

N



N.T.S.





East Lincoln Avenue

OWNER
Sean A Jones
1649 Lincoln Avenue
Mount Dora, FL 32757

DEVELOPER
Vedder Holsters
1186 Camp Avenue
Mount Dora, FL 32757
(352) 729-6749

NOTES:
Phase 1:
Office: 15,000 Sq. Ft.
Manufacturing / Warehousing: 15,000 Sq. Ft.
Phase 2:
Manufacturing / Warehousing: 15,000 Sq. Ft.

TOTAL SITE:
Total PUD: 4.92 AC (214,492.59 Sq. Ft.)
Phase 1: 2.85 AC (124,053.97 Sq. Ft.)
Phase 2: 2.08 AC (90,438.62 Sq. Ft.)

EXISTING FUTURE LAND USE: High Density Residential

PROPOSED USES: Office / Manufacturing / Warehousing

EXISTING ZONING: R-3

RESIDENTIAL: N/A

DENSITY: N/A

MAXIMUM FLOOR AREA RATIO: 0.35 (75,072.41 Square Feet)
PROPOSED FLOOR AREA RATIO: 0.21 (45,000.00 Square Feet)
Phase 1: 0.14 (30,000 Sq. Ft.)
Office: 0.07 (15,000 Sq. Ft.)
Manufacturing: 0.07 (15,000 Sq. Ft.)
Phase 2: 0.07 (15,000 Sq. Ft.)
Manufacturing: 0.07 (15,000 Sq. Ft.)

IMPERVIOUS SURFACE AREA ALLOWED: 0.65
Total PUD: 4.92 AC x 0.65 = 3.20 AC (139,304.88 Sq. Ft.)
Phase 1: 2.85 AC x 0.65 = 2.50 AC (80,694.90 Sq. Ft.)
Phase 2: 2.08 AC x 0.65 = 1.35 AC (58,893.12 Sq. Ft.)

IMPERVIOUS SURFACE AREA PROPOSED: 0.48
Total PUD: 2.36 AC (102,778.49 Sq. Ft.) / 4.92 AC = 0.48
Phase 1: 1.85 AC (80,567.02 Sq. Ft.) / 4.92 AC = 0.38
Phase 2: 0.51 AC (22,400.73 Sq. Ft.) / 4.92 AC = 0.10

MAXIMUM BUILDING HEIGHT: 35'

BUILDING MINIMUM SETBACKS
North: 50'
East: 25'
South: 25'
West: 50'

ARCHITECTURAL:
Subject to LDC Section 6.13 Commercial Architectural and Site Design Requirements

TYPE OF PLANNED UNIT DEVELOPMENT:
Phase 1:
Office: 15,000 Sq. Ft.
Manufacturing / Warehousing: 15,000 Sq. Ft.
Phase 2:
Manufacturing / Warehousing: 15,000 Sq. Ft.

LIGHTING:
To be designed with Dark Sky Principles with Phillips Lumec RTA40 - Pole with S29 - Luminaires

WETLANDS:
Total PUD: 0 AC

DEVELOPABLE AREA (less undevelopable area):
Total PUD: 4.92 AC

THE EXISTING SITE CONTAINS
Single Family Home

REQUIRED OPEN SPACE: 0.35
Total PUD: 4.92 AC x 0.35 = 1.72 AC (75,072.41 Sq. Ft.)
Phase 1: 2.85 AC x 0.35 = 1.00 AC (43,418.89 Sq. Ft.)
Phase 2: 2.08 AC x 0.35 = 0.73 AC (31,653.52 Sq. Ft.)

PROPOSED OPEN SPACE: 0.52
Total PUD: 2.56 AC (111,714.10 Sq. Ft.) / 4.92 AC = 0.52
Phase 1: 1.00 AC (43,486.95 Sq. Ft.) / 4.92 AC = 0.20
Phase 2: 1.56 AC (68,037.89 Sq. Ft.) / 4.92 AC = 0.32

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.

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 Signage is to follow Zoning District regulations for C-3 Zoning.

ALL BUILDINGS AREAS ARE CONCEPTUAL AND SUBJECT TO FINAL ARCHITECTURAL DESIGN

REQUIRED PARKING
Phase 1: 80
Office: 1 Space per 300 Sq. Ft. = 50 Spaces
Manufacturing: 1 Space per 500 Sq. Ft. = 30 Spaces
Phase 2: 30
Manufacturing: 1 Space per 500 Sq. Ft. = 30 Spaces
Total PUD: 110 Spaces
All parking (required and excess parking) within the PUD will be paved.

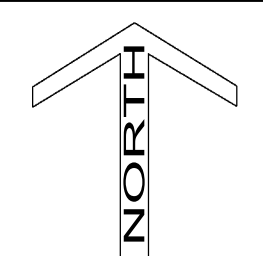
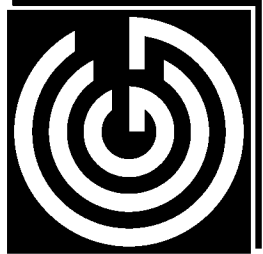
PROPOSED PARKING
Total PUD: 121 Spaces
Phase 1: 101 Spaces
Phase 2: 20 Spaces

LANDSCAPE BUFFERS:
Buffer 1: Type (b) 15' Width 3 Canopy / 10 Understory / Continuous Hedge
Buffer 2: Type (a) 10' Width 3 Canopy / 5 Understory / Continuous Hedge
Buffer 3: Type B 30' Width 4 Canopy / 5 Understory / Continuous Hedge
Buffer 4: Type C 40' Width 4 Canopy / 6 Understory / 6' Wall & Continuous Hedge
Buffer 5: Type B 30' Width 4 Canopy / 5 Understory / Continuous Hedge
Buffer 6: Type B 30' Width 4 Canopy / 5 Understory / Continuous Hedge

All Plantings are to be Florida #1 or Better.

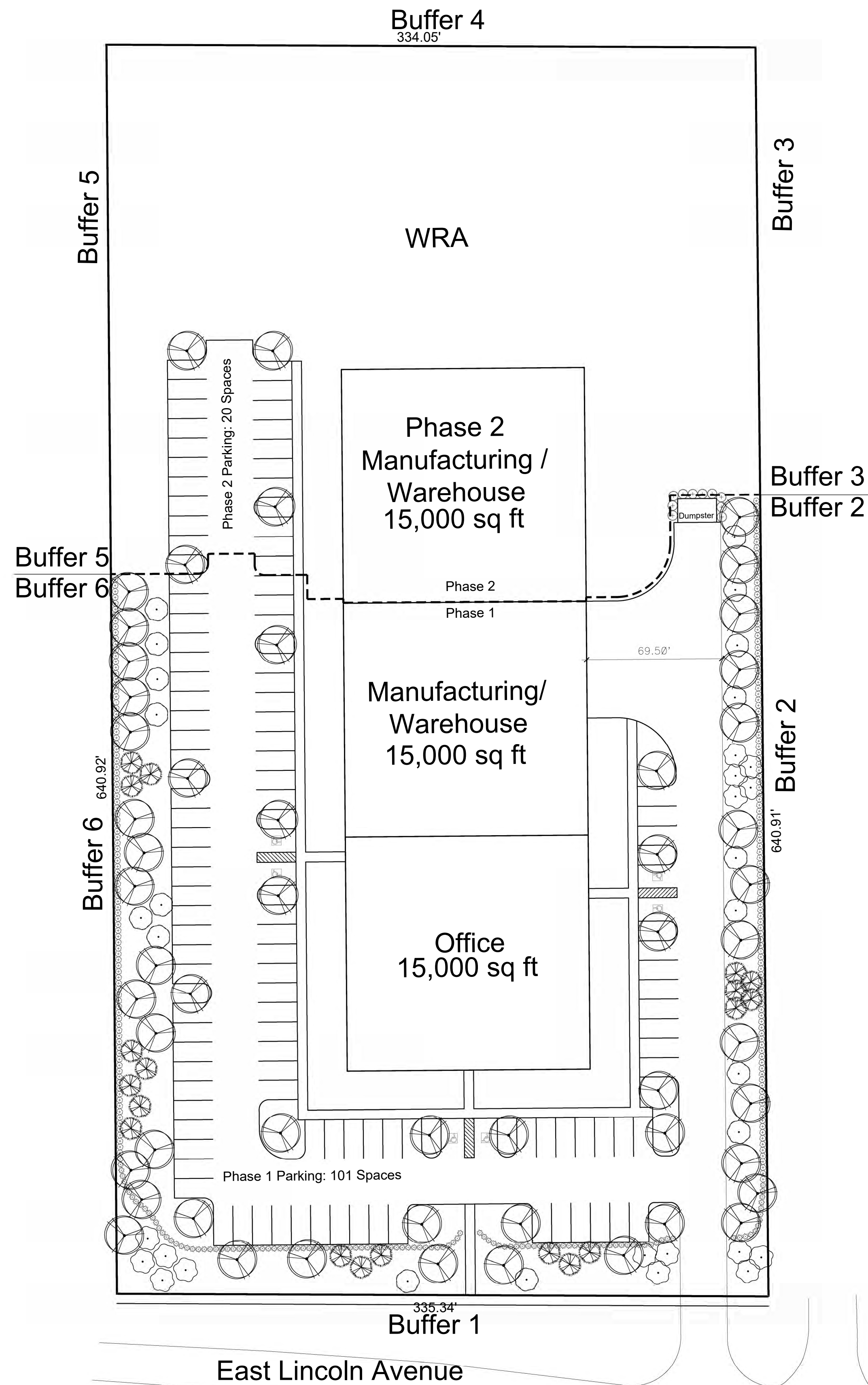
Final PUD Master Plan

Vedder Holsters
Mount Dora, Florida

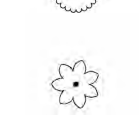
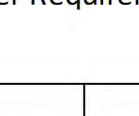


Drawing Number: 1629-05
Originated From: 1629-04
Date: July 26, 2022
Scale: 1" = 40'
Drawn By: JMA
Layout: 24"x36"

Green Consulting Group, Inc.
Landscape Architecture ■ Land Planning ■ Development Assistance
4070 United Avenue, Mount Dora, Florida 32757
352-357-9241 ■ Fax 352-357-9278 ■ LA0000847



PLANT SCHEDULE

CANOPY TREES	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE	SPACING	REMARKS
	67	Live Oak	Quercus virginiana	-	2"Cal	8'+	As Shown	Native
UNDERSTORY TREES	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE	SPACING	REMARKS
	42	Dahoon Holly	Ilex cassine	-	1.5"Cal	6'+	As Shown	Native
	27	Crape Myrtle	Lagerstroemia indica	-	1.5"Cal	6'+	As Shown	Non Native
	11	Little Gem Dwarf Southern Magnolia	Magnolia grandiflora 'Little Gem'	-	1.5"Cal	6'+	As Shown	Native
SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	CONT	HEIGHT	WIDTH	SPACING	REMARKS
	10	Podocarpus	Podocarpus macrophyllus	5 gal	36"	24"	As Shown	Non Native
	114	Walter's Viburnum	Viburnum obovatum	3 gal	24"	18"	As Shown	Native
	381	Sandankwa Viburnum	Viburnum suspensum	3 gal	24"	18"	As Shown	Non Native

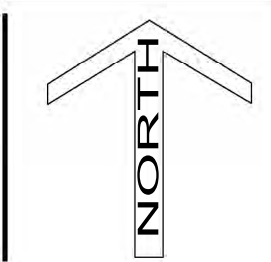
Landscape Buffer	Landscape Buffer Requirement			Width		Canopy Trees				Understory Trees					Shrubs
				Required	Provided	Required	Required	Existing	Provided	Required	Required	Required	Existing	Provided	Required
	Boundary Buffer	Buffer Type	Lineal Feet			3 per 100 Lineal Feet	4 per 100 Lineal Feet		2" Caliper Minimum	5 per 100 Lineal Feet	5 per 100 Lineal Feet*	6 per 100 Lineal Feet		1.5" Caliper Minimum	Hedge Planted 36" on Center
	1	b	335.34'	15'	25'	11			11		17			17	Continuous Hedge
	2	a	411.40'	10'	20'	13			13	21				21	Continuous Hedge
	3	B	229.51'	30'	30'		10	TBD	TBD	12			TBD	TBD	Continuous Hedge
	4	C	334.05'	40'	40'		14	TBD	TBD			21	TBD	TBD	6' Wall & Continuous Hedge
	5	B	271.56'	30'	30'		11	TBD	TBD	14		17	TBD	TBD	Continuous Hedge
	6	B	369.36'	30'	30'		15		15	19				19	Continuous Hedge

LANDSCAPE NOTES

CALIPER IS MEASURED SIX (6) INCHES ABOVE THE GROUND
SHRUBS TO BE 3' WITHIN 12 MONTHS.
HEDGES TO FORM CONTINUOUS BUFFER UPON PLANTING.
ALL PLANTS ARE TO BE 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
BUFFERS 3 & 5 WILL UTILIZE EXISTING VEGETATION FOR PHASE 1. NEW VEGETATION TO MEET THE STANDARDS SHOWN WILL BE INSTALLED WITH PHASE 2.

Conceptual Landscape Plan

Vedder Holsters
Mount Dora, Florida



Drawing Number: 1629-05
Originated From: 1629-04
Date: July 26, 2022
Scale: 1" = 40'
Drawn By: JMA
Layout: 24"x36"

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**CITY OF
MOUNT
DORA**

PUD22-01 FNL

**City of Mount Dora
Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
Fax: 352-735-7191
E-mail: plandev@cityofmoundora.com**

**FINAL PLANNED UNIT DEVELOPMENT (PUD)
APPLICATION**

Date: 07/05/2022 Project Name: Vedder Holsters

1. Applicant's Name: Timothy W Green
Company's Name: Green Consulting Group
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): Sean A Jones
Company's Name: N/A
Address: 1649 Lincoln Avenue
City, State & Zip: Mount Dora, FL 32757
Phone: C/O 352-357-9241 E-mail: C/O tgreen@greenconsultinggroup.com

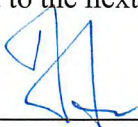
3. Engineer's Name: Not Known
Company's Name: _____
Address: _____
City, State & Zip: _____
Phone: _____ E-mail: _____

4. Landscape Architect: 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

5. The property generally located and list adjacent streets: East of Wardell Street, North of Lincoln Avenue, West of US Hwy 441
6. Size of property in Acres: 4.92 Square Feet: 213,879.60
7. Zoning District: R-3 Future Land Use Category: High Density Residential
8. Number of Structures and/or units to be built: One
9. Is the proposed use(s) permissible in requested district? Yes, with requested amendment
10. Provide description of the proposed use: Manufacturing / Office
11. Provide phase breakdown and description of phases: Phase One: 15,000 SF Office / 15,000 SF Manufacturing, Phase Two: 15,000 SF Manufacturing
12. State the reason for this request (attach written summary if additional space is needed):
To expand an existing manufacturing business within the City of Mount Dora
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

7/5/22

Date

AGENT LETTER

TO: City of Mount Dora Planning & Development Department

This will serve as written authorization for Timothy W Green & Green Consulting Group, Inc. to act as agent for the purpose of submitting and processing of Rezoning and Small Scale Comprehensive Plan Amendment Applications for 1649 Lincoln Avenue in Mount Dora, Florida.

Signed:

Sean A. Jones
Sean A Jones

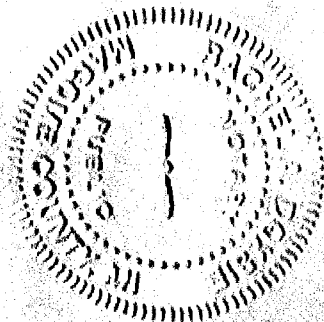
Date: June 28, 2022

NOTARY PUBLIC
STATE OF MICHIGAN

Before me, the undersigned authority, personally appeared Sean A Jones who acknowledges that he is appointing Timothy W Green to act as his agent for the purpose of submitting for Rezoning and Small Scale Comprehensive Plan Amendment Applications for the above referenced property and that he did X or did not take an oath. Sean A Jones is known to me or produced identification (type) Michigan drivers license on this 28 day of June, 2022.

Rachel A. Doxsie
Notary Public - State of Michigan

RACHEL A. DOXSIE
Notary Public, State of Michigan
County of Macomb
My Commission Expires Aug. 09, 2025
Acting in the County of Macomb



Vedder Holsters PUD

Justification

The need and justification for the change;

The proposed PUD allows with the companion Comprehensive Plan Amendment to the development of the 4.92 acres site as an office and light manufacturing facility. The Land Use and Zoning is being requested to accommodate the relocation and expansion an existing company within the City of Mount Dora.

The PUD will encourage the retention of an existing workforce and allow for the expansion of an existing employer within the City of Mount Dora.

The roads, drainage systems, utilities and public services will all be upgraded as necessary to accommodate the new development as per the Comprehensive Plan and Land Development Regulations.

The proposed Vedder Holsters PUD offers the following advantages and restrictions that the existing R-3 Zoning on the site would not necessarily require or provide.

Additional Employment Opportunities

Uses

R-3 Multifamily Residential / PUD Office and Manufacturing

Setbacks

Front: R-3 = 35' / PUD = 50'

Side: R-3 = 35' / PUD = 50'

Rear: R-3 = 35' / PUD = 50'

Dwellings:

R-3 = dwellings 600 sq ft / PUD none

Number of Dwellings: R-3 = up to 88 / PUD = 0

Landscape and Buffers

Buffer 1: R-3 = 15' / PUD = 25'

Buffer 2: R-3 = 10' / PUD = 15'

Buffer 3: R-3 = 10' / PUD = 15'

Buffer 4: R-3 = 10' / PUD = 40'

Buffer 5: R-3 = 30' / PUD = 30'

Buffer 6: R-3 = 30' / PUD = 30'

Minimum Lot Size

R-3 = None / PUD = 4.92 acres

Lot width

R-3 = NA / PUD = 334 ft

Lighting

Enhanced lamp posts

Dark Sky lighting

Impervious Surface Maximum

High Density Residential = 0.65 (75,072 sq ft) / PUD = 0.48 (

Preservation of natural features

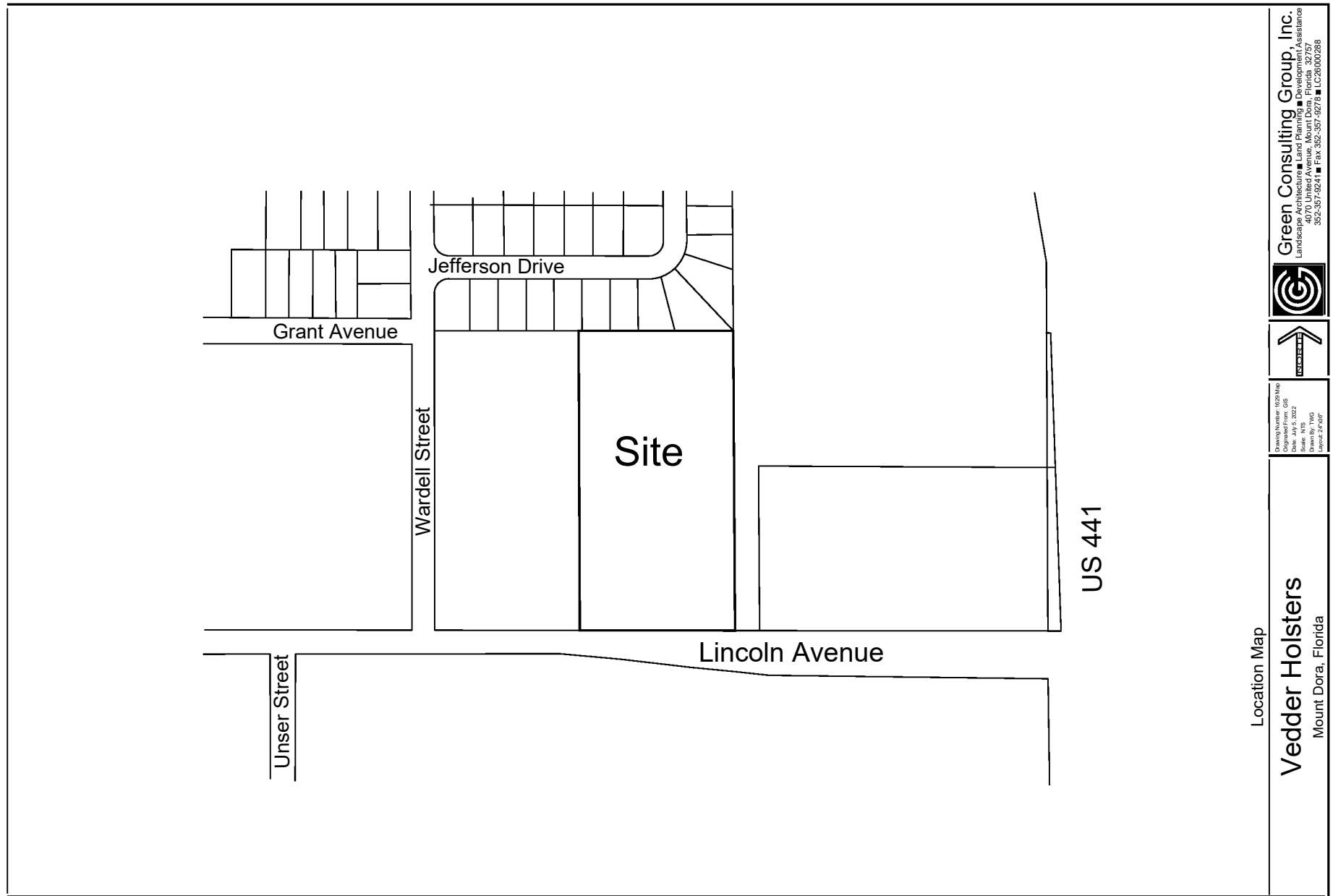
25' buffer on the north adjacent to the existing Single Family homes.

The relationship of the proposed amendment to the purposes of the city's comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this code and the plan;

The Future Land Use Element

“Industrial: This category is intended for light manufacturing, warehousing and storage associated with a business or industrial use, wholesaling, distribution, office and other related activities. Educational facilities shall not be allowed in this district. Industrial parks with good internal circulation and attractive appearance from adjacent roads are encouraged. Maximum impervious surface ratio is 0.65. Maximum FAR is 0.7.”

The site is to be used for corporate offices and light manufacturing within a closed building. The is located on Lincoln Avenue just west of a signalize intersection on US 441 and is one half of a mile north of the SR 46 and US 441 interchange with 6 lane access to SR 453 and the SR 429 Wekiva Parkway.



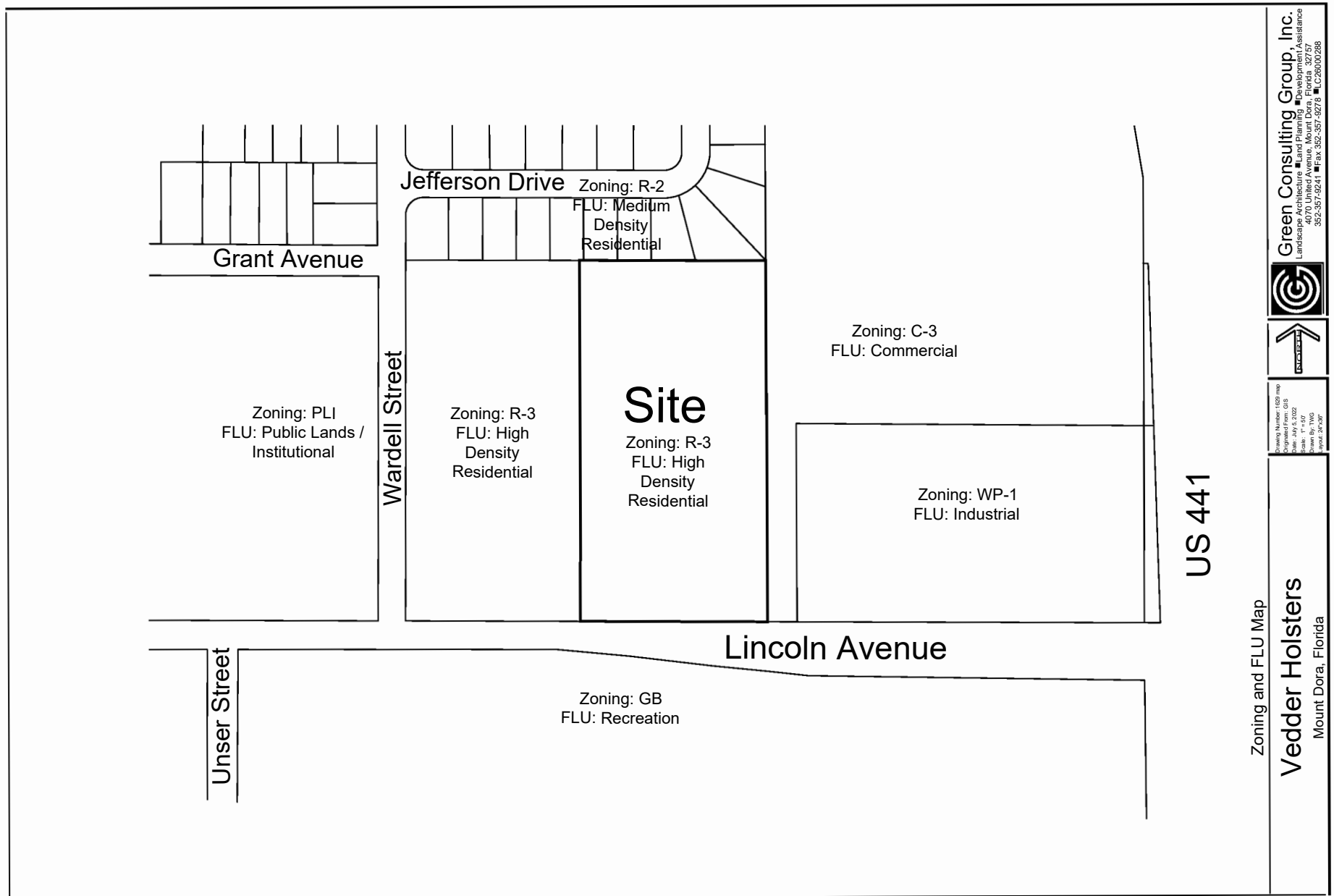
Location Map

Vedder Holsters
Mount Dora, Florida

Drawing Number: 10201 Map
Originated From: GIS
Date: July 5, 2022
Drawn By: TNG
Layout: 24x36"



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



Green Consulting Group, Inc.
 Landscape Architecture ■ Land Planning ■ Development Assistance
 4070 United Avenue, Mount Dora, Florida 32757
 352-357-9241 ■ Fax: 352-357-9278 ■ C26000288



Drawing Number: 1020 map
 Digitized From: GIS
 Date: July 5, 2022
 Drawn By: TNG
 Layout: 20x36"

Zoning and FLU Map

Vedder Holsters
 Mount Dora, Florida

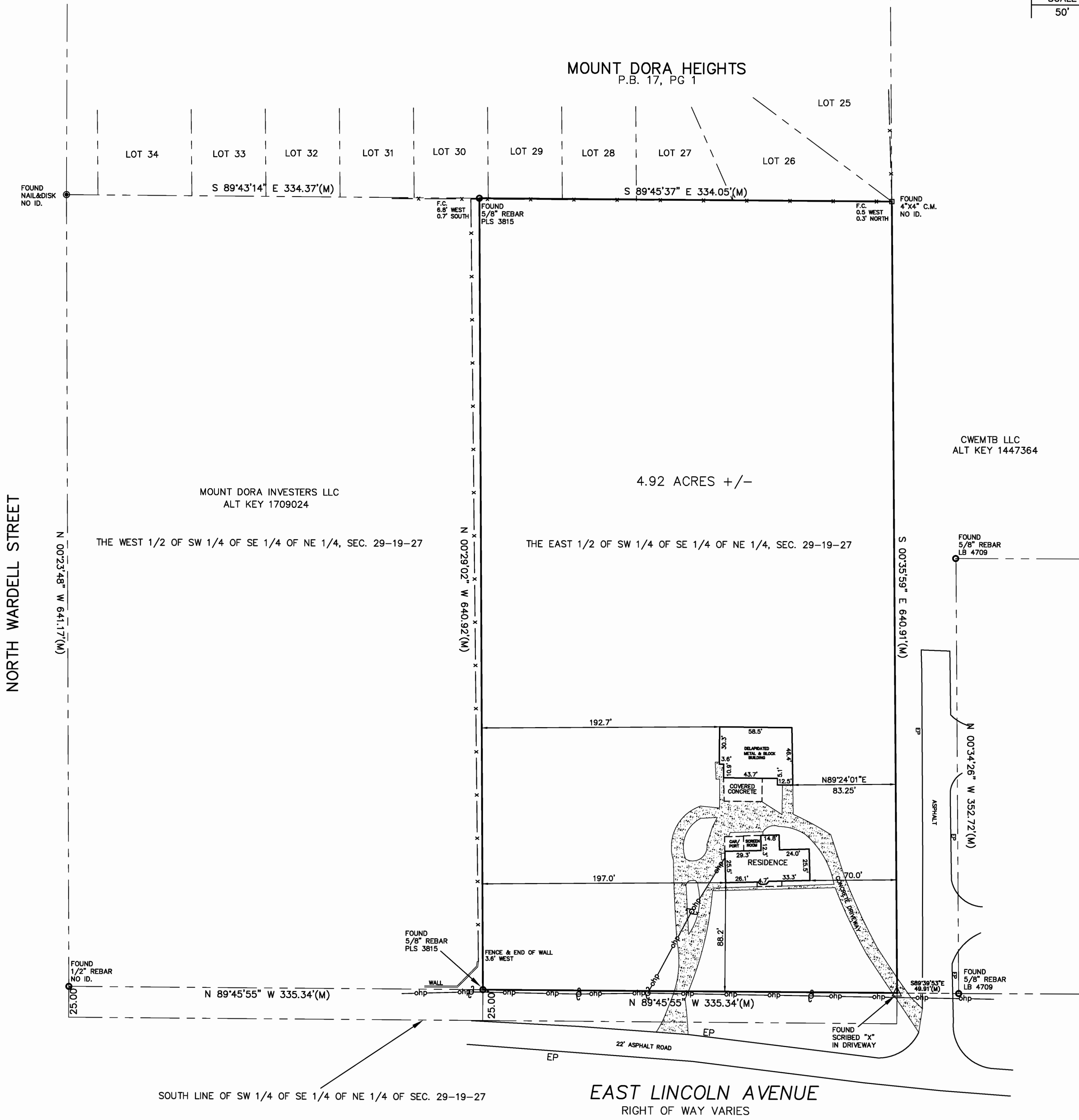
US 441

DESCRIPTION

E 1/2 OF SW 1/4 OF SE 1/4 OF NE 1/4 OF SECTION 29,
TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY FLORIDA, LESS
THE SOUTH 25 FEET THEREOF.

Plat of Boundary Survey for
Michael Vedder
Lincoln Stret, Mt Dora
Located in Section 29, Township 19 South, Range 27 East

LEGEND:	
IPS	IRON PIN SET (1/2" REBAR W/ CAP)
IPF	IRON PIN FOUND
CP	CALCULATED POINT ONLY
CM	CONCRETE MONUMENT
PP	POWER POLE
LP	LIGHT POLE
WV	WATER VALVE
GV	GAS VALVE
W	WELL
FH	FIRE HYDRANT
SSM	SANITARY SEWER MANHOLE
SDM	STORM DRAIN MANHOLE
CB	CATCH BASIN
CL	CLEANOUT
CI	CURB INLET
TR	TRANSFORMER
OU	OVERHEAD UTILITY
FL	FENCE LINE
(M)	FIELD MEASURED
(R)	RECORD DESCRIPTION OR PLAT
O.R.	OFFICIAL RECORD BOOK
L.D.	IDENTIFICATION
P.B.	PLAT BOOK
PS	PAGE
RS	REBAR
IP	IRON PIPE
SEC	SECTION
F.C.	FENCE CORNER
R/W	RIGHT-OF-WAY
EP	EDGE OF PAVEMENT



SURVEYOR'S NOTES

- Bearings based on Florida grid East zone (Lengemann Network).
- Subject to easements and restrictions of Record.
- All of the above captioned property lies within F.I.R.M. Zone "X" according to F.I.R.M. panel No. 12069C 0367 E, dated December 18, 2012.
- This Survey is based on the Description provided, Plat information, Found Monumentation and other data acquired by this firm.
- Foundations, Underground Structures, and Underground Improvements, if any, not located by this firm.
- Fences were located ONLY where dimensioned and may not run straight; ownership of fences, if any, unknown. "00'00" EW along the **** line of Lot.

CERTIFIED TO:
Michael Vedder
Treasure coast Title & Settlement of Vero LLC
Westcor Land Title Insurance Company

I hereby certify that this survey was made under my responsible charge and meets the minimum technical standards as set forth by the Board of Professional Land Surveyors in Chapter 61G17-6 Florida Administrative Code. Pursuant to Section 472.027 Florida Statutes.

Fulton V. Clinkscales, Jr., Surveyor #4986

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.



No.	REVISIONS	Date	xx/xx/xx	FREELAND - CLINKSCALES + ASSOCIATES, INC. of NC Engineers • Land Surveyors 201 2nd AVE. EAST HENDERSONVILLE, N.C. 28792 1220 HUFFSTETLER DRIVE, UNIT 201 EUSTIS, FL. 32726 (352) 609-2830 SURVEY@OUTFCA@GMAIL.COM	REF. PLAT BOOK	xx/xx
1	XXXX		xx/xx/xx		4835/2359	
					1447097	
					SCL	
					SCL	
					JUNE 29, 2022	
					F42116	

PROPERTY RECORD CARD

General Information

Name:	JONES SEAN A AND LINDA SCOTT ESTATE	Alternate Key:	1447097
Mailing Address:	1649 LINCOLN AVE MOUNT DORA, FL 32757 Update Mailing Address	Parcel Number: ⓘ	29-19-27-0001-000-03401
		Millage Group and City:	0MD2 Mount Dora
		2021 Total Certified Millage Rate:	18.7017
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	1649 LINCOLN AVE MOUNT DORA FL, 32757 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	E 1/2 OF SW 1/4 OF SE 1/4 OF NE 1/4--LESS S 25 FT-- ORB 644 PG 13 ORB 2449 PG 1313 ORB 2483 PG 2184 ORB 4835 PG 2359		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Land Value
1	SINGLE FAMILY (0100)	0	0		4.630	Acre	\$0.00		\$57,875.00

[Click here for Zoning Info](#) ⓘ
 [FEMA Flood Map](#)

Residential Building(s)

Building 1

Residential

Building Value: \$143,967.00

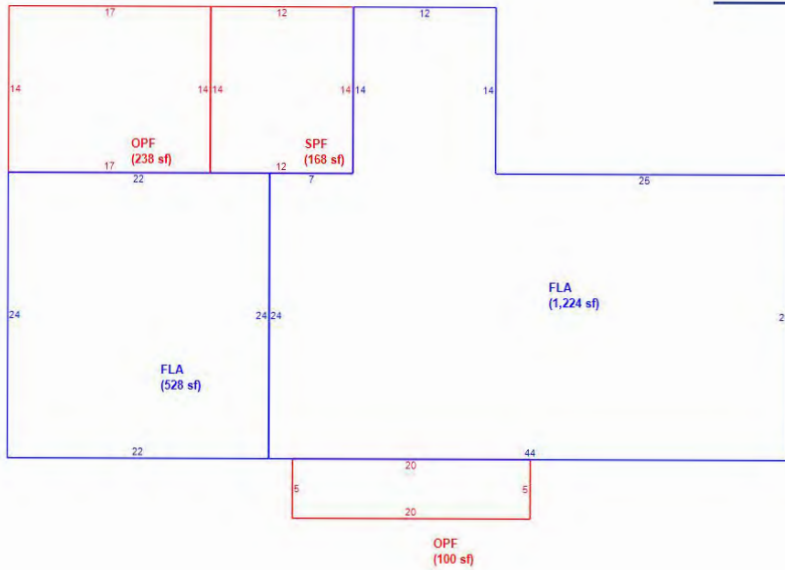
Summary

Year Built: 1979	Total Living Area: 1752 ⓘ	Central A/C: Yes	Attached Garage: No
Bedrooms: 3	Full Bathrooms: 2	Half Bathrooms: 0	Fireplaces: 1

[Incorrect Bedroom, Bath, or other information?](#) ⓘ

Section(s)

Section Type	Ext. Wall Type	No. Stories	Floor Area
FINISHED LIVING AREA (FLA)	Stucco/Brick (03)	1.00	1752
OPEN PORCH FINISHED (OPF)		1.00	338
SCREEN PORCH FINISHED (SPF)		1.00	168

[View Larger / Print / Save](#)

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
 Property data last updated on March 21, 2022.
[Site Notice](#)

Return to:

Sean A. Jones
620 Charlesina Dr.
Rochester, MI 48306



Prepared by:

Sean A. Jones
620 Charlesina Dr.
Rochester, MI 48306

Parcel Appraisal Parcel Identification number: 29-19-00010000340

This Quit Claim Deed, Executed the 7th day of July, 2016, by
Robert Jones
first party, to Sean A. Jones, a married man
whose post office address is 620 Charlesina Dr. Rochester, MI 48306
second party.

(Wherever used herein the terms "first party" and "second party" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the first party, for and in consideration of the sum of \$ 10⁰⁰
in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release,
and quit claim unto the second party forever, all the right, title, interest, claim and demand which the said first
party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of
LAKE, State of FLORIDA, to-wit:

E 1/2 of SW 1/4 of SE 1/4 of NE 1/4, Sec. 29,
Tp. 19 S, R 27 E. Less the South 25 feet.

To Have and to Hold The same together with all and singular the appurtenances thereunto belonging
or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said
first party, either in law or equity to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, the said first party has signed and sealed these presents the day and year first
above written.

Signed, sealed and delivered in the presence of:

Felicia D. Nix
Witness Signature (as to first Grantor)

Felicia D. Nix
Printed Name

Charles R. Nix
Witness Signature (as to first Grantor)

Charles R. Nix
Printed Name

Witness Signature (as to Co-Grantor, if any)

Printed Name

Witness Signature (as to Co-Grantor, if any)

Printed Name

Robert Jones
Grantor Signature **TS**

Robert Jones
Printed Name

1649 Lincoln Ave.
Post Office Address

Mount Dora, Florida 32757

Co-Grantor Signature, (if any) **TS**

Printed Name

Post Office Address

STATE OF Florida

COUNTY OF Orange

Felicia D. Nix; Charles R. Nix; Robert Jones

known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that

executed the same, and an oath was not taken. (Check one:) ☐ Said person(s) is/are personally known to me. ☒ Said person(s) provided the
following type of identification: FL DL (last 4-0940)

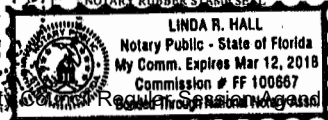
I hereby Certify that on this day, before me, an officer duly authorized
to administer oaths and take acknowledgments, personally appeared

Witness my hand and official seal in the County and State last aforesaid

this 7th day of July, 2016
Date

Linda R. Hall
Notary Signature

Linda R. Hall
Printed Name



**CITY OF MOUNT DORA, FLORIDA
NOTICE OF PUBLIC HEARING
CHANGE IN ZONING
REQUEST FOR VEDDER HOLSTERS
PLANNED UNIT DEVELOPMENT (PUD)**

NOTICE is hereby given the Planning and Zoning Commission of the City of Mount Dora, Florida will hold a public hearing on **August 17, 2022, at 10:00 A.M.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida to discuss the following:

**REQUEST FOR CHANGE IN ZONING FROM R-3 TO PUD;
VEDDER HOLSTERS MASTER PLAN FOR OFFICE,
MANUFACTURING AND WAREHOUSING; 4.92 ACRES (SITE
AREA); LOCATED ON THE NORTH SIDE OF LINCOLN AVENUE
AND WEST OF U.S. HIGHWAY 441 (LOCATION); 1649 LINCOLN
AVENUE (SITE ADDRESS; SEAN A. JONES (OWNER); GREEN
CONSULTING GROUP, INC (APPLICANT).**

FURTHER, notice is hereby given City Council of the City of Mount Dora, Florida will hold first reading of the proposed Ordinance Number 2022-14 conducting a public hearing on **September 20, 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 rezoning request.

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.

Interested parties may appear at the meeting and be heard with respect to the requested rezoning. 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 these meetings 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.

For questions or comments, please email planningcomments@cityofmoundora.com

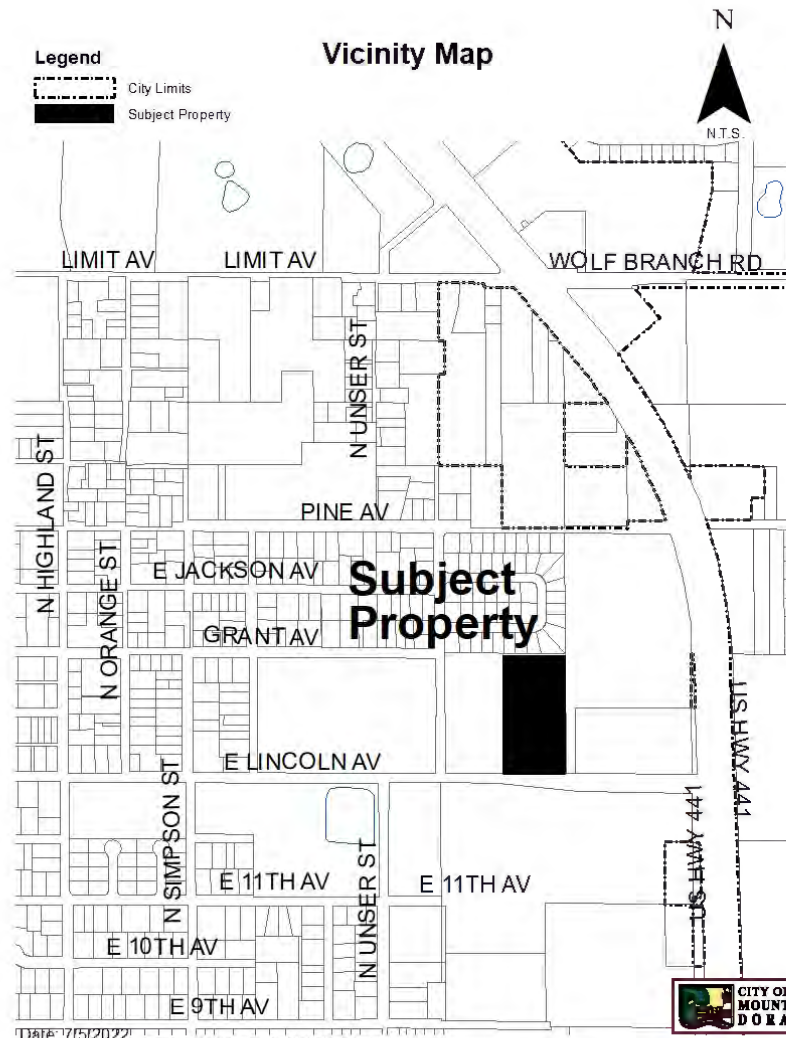
Legal Notice: August 5, 2022

NOTICE OF ZONING CHANGE CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to adopt the following Ordinance No. 2022-14 for the lands within the area shown in the map in this advertisement.

ORDINANCE NO: 2022-14

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF LINCOLN AVENUE AND WEST OF U.S. HIGHWAY 441; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE REZONING AND APPROVAL OF THE VEDDER HOLSTERS PLANNED UNIT DEVELOPMENT TERMS AND CONDITIONS; 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.



A public hearing on the change in zoning will be held on **Tuesday, September 20, 2022 at 6:00 p.m.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

Interested parties may appear at the above meeting and be heard with respect to the proposed rezoning.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The proposed ordinance may be inspected by the public at the Planning and Development Department, City Hall, 510 North Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

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

Notice: In accordance with the American with Disabilities Act persons with disabilities needing special accommodations to participate in this proceeding shall contact the Planning and Development Department no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD), or (800) 955-8770 (Voice) for assistance.

Title in 18 point
2 column, 10.5 inch; Non-legal
Publish Date: September 9, 2022

ORDINANCE NO: 2022-14

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF LINCOLN AVENUE AND WEST OF U.S. HIGHWAY 441; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE REZONING AND APPROVAL OF THE VEDDER HOLSTERS PLANNED UNIT DEVELOPMENT TERMS AND CONDITIONS; PROVIDING FOR OFFICIAL ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sean A. Jones (Property Owner) submitted an application to the City of Mount Dora and authorization for Green Consulting Group, Inc., to act as the applicant representative (Applicant) on behalf of the Property Owner, requesting a zoning district classification change and a Zoning Map amendment for that property generally located on the north side of Lincoln Avenue and west of U.S. Highway 441 and more particularly described in **Exhibit "A"** attached hereto (Property); and

WHEREAS, the requested zoning district classification change and Zoning Map amendment are consistent with the City of Mount Dora Comprehensive Plan 2045 and meet the criteria established by Florida Statutes, Chapter 166; and

WHEREAS, pursuant to City of Mount Dora Land Development Code, Section 3.4.5., the Property Owner/Applicant submitted a final master plan for the Property for PUD rezoning; and

WHEREAS, the Vedder Holsters Final PUD Master Plan terms and conditions are consistent with the City's Comprehensive Plan and the Industrial Future Land Use designations for the Property; and

WHEREAS, pursuant to applicable law, notice has been given to Lake County and to the public by publication in a newspaper of general circulation in the City; and

WHEREAS, on August 17, 2022, the City of Mount Dora Planning and Zoning Commission approved the proposed PUD zoning district classification change and Zoning Map amendment for the Property; and

WHEREAS, the City of Mount Dora held a duly noticed public hearing on the proposed zoning district classification change for the Property to PUD, considered the findings and advice of staff and considered the written information, oral comments and supporting data and analysis provided by members of the public and all interested parties; and

WHEREAS, the City of Mount Dora hereby finds that the requested zoning district classification change and Zoning Map amendment serves a legitimate public purpose and is in the best interest of the health, safety and welfare of the citizens of the City of Mount Dora, Florida.

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

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City of Mount Dora has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. REZONING AND APPROVAL OF THE VEDDER HOLSTERS PUD MASTER PLAN TERMS AND CONDITIONS.

(a) The Property is hereby rezoned from R-3 to PUD, subject to the conditions set forth herein.

(b) The Property as rezoned 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 final master plan for Vedder Holsters attached hereto as **Exhibit "B"**, which shall be the controlling master plan for the Property.

SECTION 3. OFFICIAL ZONING MAP AMENDMENT. The Official Zoning Map of the City of Mount Dora shall be amended to reflect the rezoning of the Property from R-3 to PUD.

SECTION 4. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 5. SAVINGS CLAUSE. All prior actions of the City of Mount Dora pertaining to the zoning district classification change for the Property and Zoning Map amendment, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. NON-CODIFICATION AND SCRIVENER'S ERRORS. The provisions of this Ordinance shall not be codified in the City of Mount Dora Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 7. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

SECTION 9. EFFECTIVE DATE. This Ordinance shall take effect immediately upon adoption; however, shall become effective only after City of Mount Dora Ordinance 2022-13, adopting a small-scale comprehensive plan amendment to change the land use designation on the Property to Industrial, becomes effective.

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 Legal Description

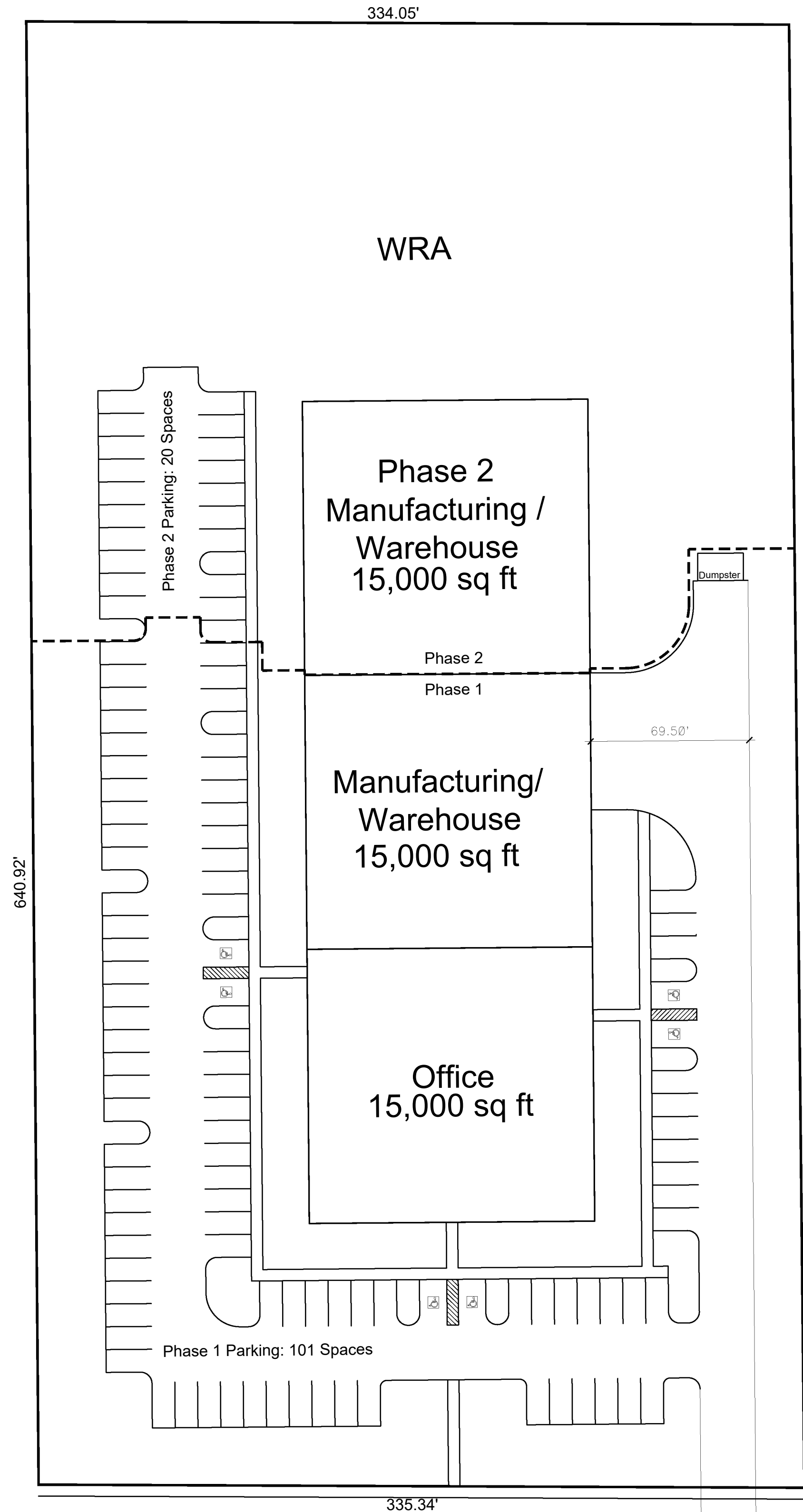
Identified by Tax Parcel ID # 29-19-27-0001-000-03401 and Alt. Key # 1447097, and more particularly described as:

E ½ of SW ¼ of SE ¼ of NE ¼ of Section 29, Township 19 South, Range 27 East, Lake County, Florida, Less the South 25 feet thereof.

All the Above Containing 4.92 Acres, More or Less

EXHIBIT “B”

Final Master Plan for Vedder Holsters Planned Unit Development



East Lincoln Avenue

OWNER
Sean A Jones
1649 Lincoln Avenue
Mount Dora, FL 32757

DEVELOPER
Vedder Holsters
1186 Camp Avenue
Mount Dora, FL 32757
(352) 729-6749

NOTES:
Phase 1:
Office: 15,000 Sq. Ft.
Manufacturing / Warehousing: 15,000 Sq. Ft.
Phase 2:
Manufacturing / Warehousing: 15,000 Sq. Ft.

TOTAL SITE:
Total PUD: 4.92 AC (214,492.59 Sq. Ft.)
Phase 1: 2.85 AC (124,053.97 Sq. Ft.)
Phase 2: 2.08 AC (90,438.62 Sq. Ft.)

EXISTING FUTURE LAND USE: High Density Residential

PROPOSED USES: Office / Manufacturing / Warehousing

EXISTING ZONING: R-3

RESIDENTIAL: N/A

DENSITY: N/A

MAXIMUM FLOOR AREA RATIO: 0.35 (75,072.41 Square Feet)
PROPOSED FLOOR AREA RATIO: 0.21 (45,000.00 Square Feet)
Phase 1: 0.14 (30,000 Sq. Ft.)
Office: 0.07 (15,000 Sq. Ft.)
Manufacturing: 0.07 (15,000 Sq. Ft.)
Phase 2: 0.07 (15,000 Sq. Ft.)
Manufacturing: 0.07 (15,000 Sq. Ft.)

IMPERVIOUS SURFACE AREA ALLOWED: 0.65
Total PUD: 4.92 AC x 0.65 = 3.20 AC (139,304.88 Sq. Ft.)
Phase 1: 2.85 AC x 0.65 = 2.50 AC (80,694.90 Sq. Ft.)
Phase 2: 2.08 AC x 0.65 = 1.35 AC (58,893.12 Sq. Ft.)

IMPERVIOUS SURFACE AREA PROPOSED: 0.48
Total PUD: 2.36 AC (102,778.49 Sq. Ft.) / 4.92 AC = 0.48
Phase 1: 1.85 AC (80,567.02 Sq. Ft.) / 4.92 AC = 0.38
Phase 2: 0.51 AC (22,400.73 Sq. Ft.) / 4.92 AC = 0.10

MAXIMUM BUILDING HEIGHT: 35'

BUILDING MINIMUM SETBACKS
North: 50'
East: 25'
South: 25'
West: 50'

ARCHITECTURAL:
Subject to LDC Section 6.13 Commercial Architectural and Site Design Requirements

TYPE OF PLANNED UNIT DEVELOPMENT:
Phase 1:
Office: 15,000 Sq. Ft.
Manufacturing / Warehousing: 15,000 Sq. Ft.
Phase 2:
Manufacturing / Warehousing: 15,000 Sq. Ft.

LIGHTING:
To be designed with Dark Sky Principles with Phillips Lumec RTA40 - Pole with S29 - Luminaires

WETLANDS:
Total PUD: 0 AC

DEVELOPABLE AREA (less undevelopable area):
Total PUD: 4.92 AC

THE EXISTING SITE CONTAINS
Single Family Home

REQUIRED OPEN SPACE: 0.35
Total PUD: 4.92 AC x 0.35 = 1.72 AC (75,072.41 Sq. Ft.)
Phase 1: 2.85 AC x 0.35 = 1.00 AC (43,418.89 Sq. Ft.)
Phase 2: 2.08 AC x 0.35 = 0.73 AC (31,653.52 Sq. Ft.)

PROPOSED OPEN SPACE: 0.52
Total PUD: 2.56 AC (111,714.10 Sq. Ft.) / 4.92 AC = 0.52
Phase 1: 1.00 AC (43,486.95 Sq. Ft.) / 4.92 AC = 0.20
Phase 2: 1.56 AC (68,037.89 Sq. Ft.) / 4.92 AC = 0.32

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.

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 Signage is to follow Zoning District regulations for C-3 Zoning.

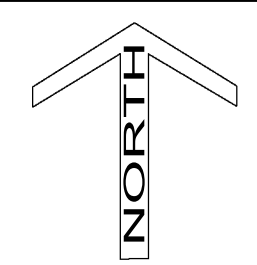
ALL BUILDINGS AREAS ARE CONCEPTUAL AND SUBJECT TO FINAL ARCHITECTURAL DESIGN

REQUIRED PARKING
Phase 1: 80
Office: 1 Space per 300 Sq. Ft. = 50 Spaces
Manufacturing: 1 Space per 500 Sq. Ft. = 30 Spaces
Phase 2: 30
Manufacturing: 1 Space per 500 Sq. Ft. = 30 Spaces
Total PUD: 110 Spaces
All parking (required and excess parking) within the PUD will be paved.

PROPOSED PARKING
Total PUD: 121 Spaces
Phase 1: 101 Spaces
Phase 2: 20 Spaces

LANDSCAPE BUFFERS:
Buffer 1: Type (b) 15' Width 3 Canopy / 10 Understory / Continuous Hedge
Buffer 2: Type (a) 10' Width 3 Canopy / 5 Understory / Continuous Hedge
Buffer 3: Type B 30' Width 4 Canopy / 5 Understory / Continuous Hedge
Buffer 4: Type C 40' Width 4 Canopy / 6 Understory / 6' Wall & Continuous Hedge
Buffer 5: Type B 30' Width 4 Canopy / 5 Understory / Continuous Hedge
Buffer 6: Type B 30' Width 4 Canopy / 5 Understory / Continuous Hedge

All Plantings are to be Florida #1 or Better.

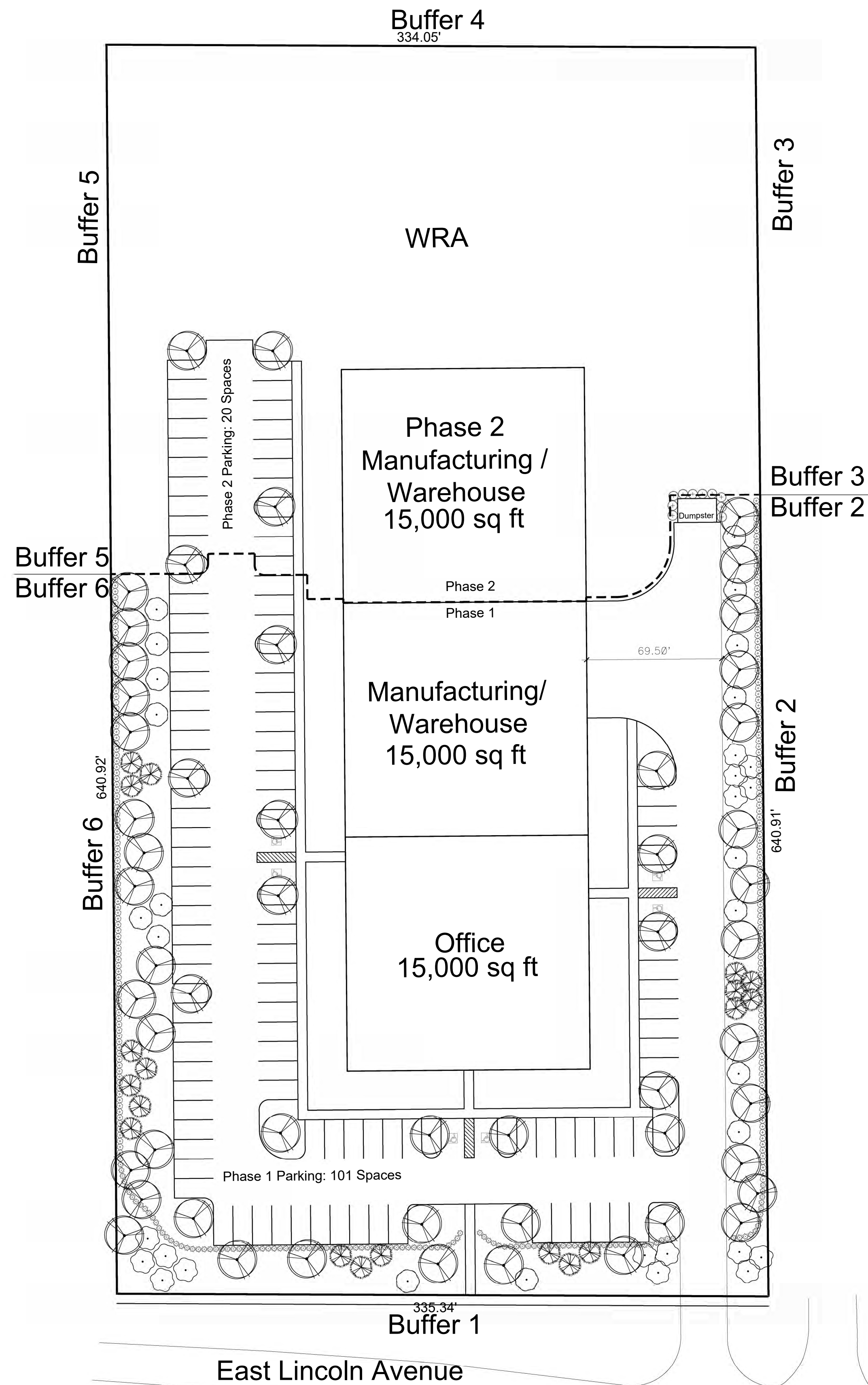


Drawing Number: 1629-05
Originated From: 1629-04
Date: July 26, 2022
Scale: 1" = 40'
Drawn By: JMA
Layout: 24"x36"

Green Consulting Group, Inc.
Landscape Architecture ■ Land Planning ■ Development Assistance
4070 United Avenue, Mount Dora, Florida 32757
352-357-9241 ■ Fax 352-357-9278 ■ LA0000847

Final PUD Master Plan

Vedder Holsters
Mount Dora, Florida



PLANT SCHEDULE

CANOPY TREES	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE	SPACING	REMARKS
	67	Live Oak	Quercus virginiana	-	2"Cal	8'+	As Shown	Native
UNDERSTORY TREES	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE	SPACING	REMARKS
	42	Dahoon Holly	Ilex cassine	-	1.5"Cal	6'+	As Shown	Native
	27	Crape Myrtle	Lagerstroemia indica	-	1.5"Cal	6'+	As Shown	Non Native
	11	Little Gem Dwarf Southern Magnolia	Magnolia grandiflora 'Little Gem'	-	1.5"Cal	6'+	As Shown	Native
SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	CONT	HEIGHT	WIDTH	SPACING	REMARKS
	10	Podocarpus	Podocarpus macrophyllus	5 gal	36"	24"	As Shown	Non Native
	114	Walter's Viburnum	Viburnum obovatum	3 gal	24"	18"	As Shown	Native
	381	Sandankwa Viburnum	Viburnum suspensum	3 gal	24"	18"	As Shown	Non Native

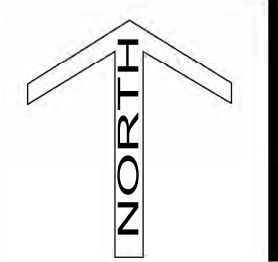
Landscape Buffer	Landscape Buffer Requirement			Width		Canopy Trees				Understory Trees					Shrubs
				Required	Provided	Required	Required	Existing	Provided	Required	Required	Required	Existing	Provided	Required
	Boundary Buffer	Buffer Type	Lineal Feet			3 per 100 Lineal Feet	4 per 100 Lineal Feet		2" Caliper Minimum	5 per 100 Lineal Feet	5 per 100 Lineal Feet*	6 per 100 Lineal Feet		1.5" Caliper Minimum	Hedge Planted 36" on Center
	1	b	335.34'	15'	25'	11			11		17			17	Continuous Hedge
	2	a	411.40'	10'	20'	13			13	21				21	Continuous Hedge
	3	B	229.51'	30'	30'		10	TBD	TBD	12			TBD	TBD	Continuous Hedge
	4	C	334.05'	40'	40'		14	TBD	TBD			21	TBD	TBD	6' Wall & Continuous Hedge
	5	B	271.56'	30'	30'		11	TBD	TBD	14		17	TBD	TBD	Continuous Hedge
	6	B	369.36'	30'	30'		15		15	19				19	Continuous Hedge

LANDSCAPE NOTES

CALIPER IS MEASURED SIX (6) INCHES ABOVE THE GROUND
SHRUBS TO BE 3' WITHIN 12 MONTHS.
HEDGES TO FORM CONTINUOUS BUFFER UPON PLANTING.
ALL PLANTS ARE TO BE 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
BUFFERS 3 & 5 WILL UTILIZE EXISTING VEGETATION FOR PHASE 1. NEW VEGETATION TO MEET THE STANDARDS SHOWN WILL BE INSTALLED WITH PHASE 2.

Conceptual Landscape Plan

Vedder Holsters
Mount Dora, Florida



Drawing Number: 1629-05
Originated From: 1629-04
Date: July 26, 2022
Scale: 1" = 40'
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 ■ LA0000847



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

DATE: September 20, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of the First Reading of **Ordinance No. 2022-17**,
Annexation for Green Wheat, LLC and Donnelly, LLC (1.14 Acres)

Introduction:

This is a request for City Council to approve first reading of Ordinance No. 2022-17 and hold 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 annexation descriptions and details are contained in Attachment #1 (*Annexation Summary Report*). The applicant has petitioned the City for annexation for two parcels (1.14 acres) located on the east side of SR 44 and south of Meadenhall Boulevard. This action is for annexation only. The lands are eligible for annexation, contiguous to existing city limits adjacent to the south, east, north, and located within the City/County Joint Planning Agreement (JPA) boundary. The owner's intention is to construct a new single-family home on the Donnelly LLC parcel. The second parcel is developed with an existing single-family dwelling.

The sequence of events leading to the presentation to the City Council are as follows:

The Development Review Committee (DRC) on August 31, 2022, reviewed and recommended approval of the annexation request and recommended it to forward to the City Council.

Budget Impact:

Master Fee Schedule Resolution No. 2022-03 on January 18, 2022, waiving fees as an annexation incentive program. The annexation application fee of \$2,000.00 has been waived.

Strategic Impact:

The City's annexation program is consistent with Growth Management Goals for continuation of annexations of areas that are logical and fill in the logical and natural boundaries of the City Limits.

Recommendation:

City Council approve First Reading of Ordinance No. 2022-17 and the hearing for second reading and adoption.

Attachment(s):

1. Attachment #1 Annexation Summary Report (ADA)
2. Ordinance No 2022-17 Green Wheat-Donnelly LLC.SGS
3. Exhibit A Property Depiction (Map)

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen, City Attorney
Jessica Burnham, City Clerk
Jeanann Hand, Deputy City Clerk
Patrick Comiskey, City Manager

Approved - 9/15/2022

Approved - 9/15/2022

Approved - 9/15/2022

Final Approval - 9/15/2022



**CITY OF
MOUNT
DORA**

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
plandev@cityofmountdora.com

**ANNEXATION SUMMARY REPORT
GREEN WHEAT, LLC AND DONNELLY, LLC
1.14 ACRES**

Report Date:

September 20, 2022

Reference/Support:

Section 1.3, *LDC*

Chapter 171, *Florida Statutes*

Mount Dora and Lake County Joint Planning Agreement (JPA)

Background:

Applicant:	Benjamin L. Champion
Alt. Keys & Site Area	<u>Alt. Key Acres Owner</u>
Owners:	2569476 0.47 acre Green Wheat, LLC
	3929583 0.67 acre Donnelly, LLC
	TOTAL 1.14 Acres
Existing Use:	Single-Family Home (Green Wheat, LLC) Vacant Land (Donnelly, LLC)
Proposed Use:	Single-Family Residential
Future Land Use:	County Urban Low Density (4 du/ac)
Proposed FLU:	City Low-Medium Density (4 du/ac)
Current Zoning:	County Agricultural
Proposed Zoning:	City R-1A
City Council District:	Four (4)
JPA:	Yes

Surrounding Property Table:

Direction	Jurisdiction	Future Land Use	Zoning District(s)	Existing Use(s)	Comments
North	County	Low Density	R-1	Community Facility District	Lighthouse Baptist Church
South	City	Medium Density	R-1A	Vacant Tract	Loch Levan Phase 1
East	City	Medium Density	R-1A	Residential	Loch Levan Phase 1
West	City	NA	NA	Right-of-Way	State Road 44

Analysis:

The Applicant has submitted an application to annex two properties totaling 1.14 acres in the City of Mount Dora. The properties are contiguous and were split via a deed dated January 18, 2022 (recorded in O.R. Book 5879, Page 64, Lake County Public Records). The subject property is located State Road 44, approximately one mile north of U.S. Highway 441. The property borders the Lighthouse Baptist Church and Phase 1 of the Loch Levan Subdivision.

One parcel is developed with a single family dwelling unit (Alt Key #2569476) and the other property is vacant lands (Alt Key #3929583). The existing residence presently utilizes a private well and septic system but utilities are available to both properties. Pursuant to Lake County's regulations, the properties are zoned Agriculture and are part of the Urban Low Density future land use category. Prior to developing or redeveloping either property, the owner will need to apply for a land use map amendment and rezoning application to designate the property with a City zoning district and City land use category. Staff would recommend the Low-Medium Density land use category and the R-1A zoning district. No land use or rezoning applications has been filed as of this date. The Applicant has not indicated whether or not they have any development plans for the properties.

The subject property is contiguous to the City limits on three sides and eligible for annexation.

Notification:

JPA Notice to Lake County: May 19, 2022

Notice to Lake County BCC [Ch. 171.044(6) F.S]: September 6, 2022

Ordinance Enactment Legal Ad: September 9, 2022

Non-Legal Ad (1): September 9, 2022

Non-Legal Ad (2): September 23, 2022

Notice after adoption per 171.044(3) F.S.: Date to be scheduled

Public Hearing Schedule:

DRC: August 31, 2022

City Council 1st Reading: September 20, 2022

City Council 2nd Reading/Adoption: October 4, 2022



N.T.S.

Legend



Subject Property

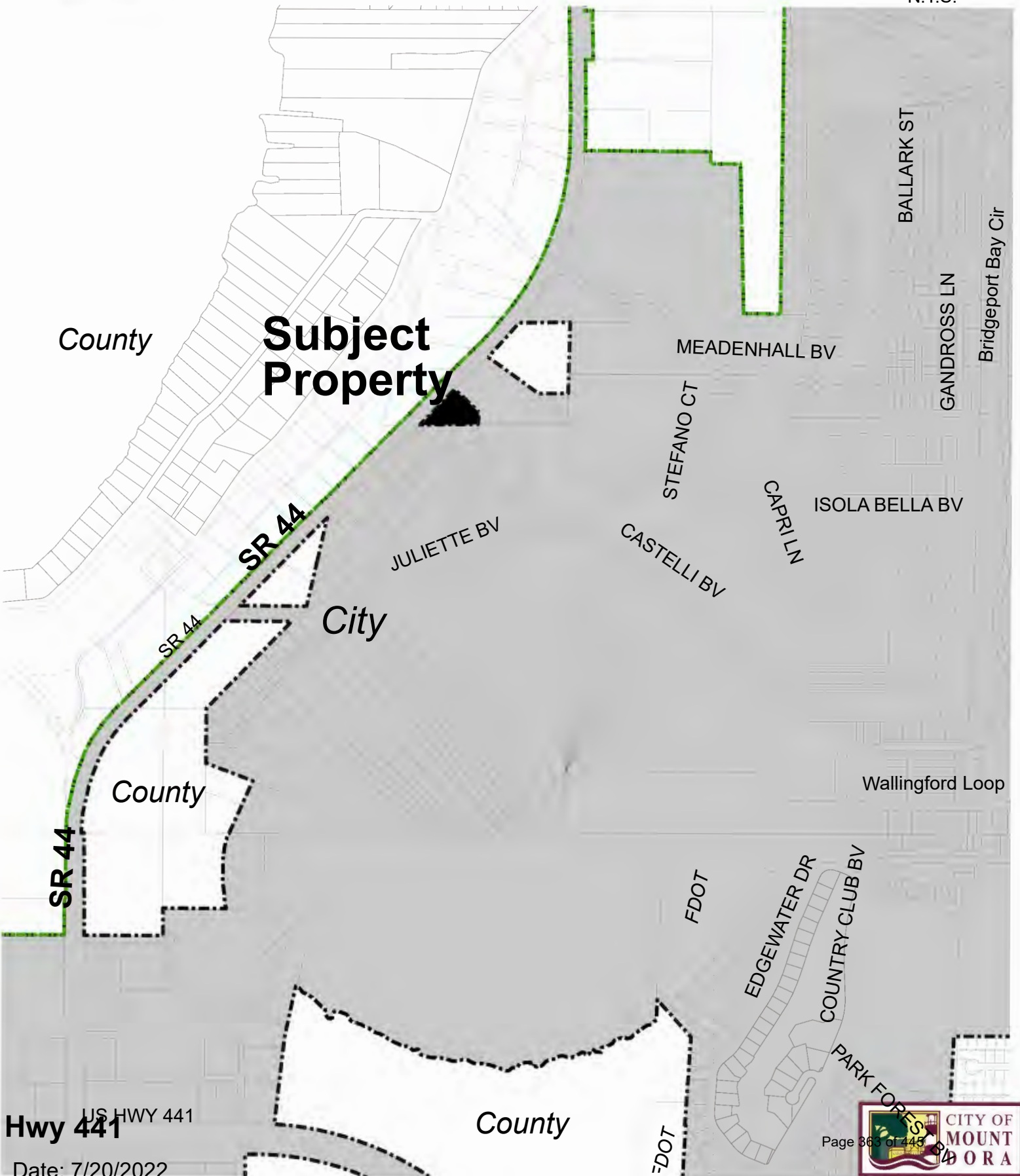


JPA Boundary



City Limits

Vicinity Map



Hwy 441

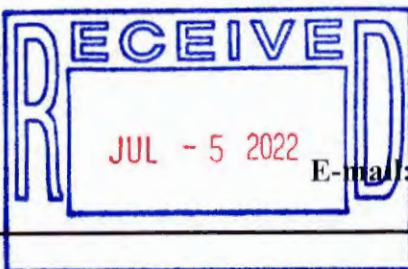
Date: 7/20/2022





CITY OF
MOUNT
DORA

ANNX22-05



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@cityofmountdora.com

**VOLUNTARY ANNEXATION
APPLICATION**

Date : 07/04/2022

1. Applicant's Name: Ben Champion
 Company's Name: Green Wheat LLC
 Address: 15012 Colley Dr
 City, State & Zip: Tavares FL 32778
 Phone: 407-687-4314 E-mail: ben@championwealth.com

2. Owner's Name: Ben Champion
 Company's Name: Green Wheat LLC
 Address: 15012 Colley Dr
 City, State & Zip: Tavares FL 32778
 Phone: 407-687-4314 E-mail: ben@championwealth.com

3. The property generally located (list adjacent streets): Between Augustus Ln
(Loch Leven Sub) and Meadenhall Blvd on SR44 (formerly CR44B)

4. The address(s) of the property: 18514 SR44, Eustis FL

5. Alt Key(s): 2569476

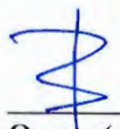
6. Size of property in Acres: .670 Square Feet: 29,185

7. Does property have, or will it have City Water and Sewer?
Will connect to City Water and Sewer if required

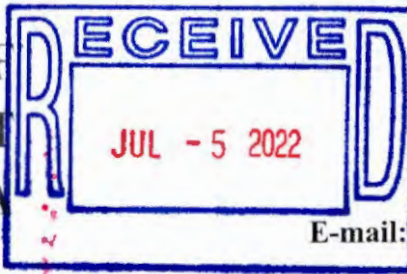
8. Does property have, or will it have Well or Septic Tank?
Currently has well and septic
9. Current Zoning District (County): Agricultural
10. Future Land Use Category (County): Urban Low Density
11. Requested Zoning District (City): R-1A Single Family Residential
12. Requested Future Land Use Category (City): Medium Density Residential
13. Present use and structures on the property (list number of residential dwelling units):
1 Single Family Residential Home
1 Barn

CERTIFICATION AND SIGNATURE

By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete application submittal pursuant to the City's Land Development Code and Florida Statutes. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

For Green Wheat LLC

Benjamin L. Champion, Manager
 Owner(s) of Record Signature(s) Green Wheat Management LLC Date 7/4/2022
Manager

ANNX22-04

CITY OF
MOUNT
DORA

City of Mount Dora
Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
Fax: 352-735-7191
E-mail: plandev@cityofmoundora.com

VOLUNTARY ANNEXATION APPLICATION

Date : 07/04/2022

1. Applicant's Name: Ben Champion
 Company's Name: Donnelly LLC
 Address: 15012 Colley Dr
 City, State & Zip: Tavares FL 32778
 Phone: 407-687-4314 E-mail: ben@championwealth.com
2. Owner's Name: Ben Champion
 Company's Name: Donnelly LLC
 Address: 15012 Colley Dr
 City, State & Zip: Tavares FL 32778
 Phone: 407-687-4314 E-mail: ben@championwealth.com
3. The property generally located (list adjacent streets): Between Augustus Ln
(Loch Leven Sub) and Meadenhall Blvd on SR44 (formerly CR44B)
4. The address(s) of the property: N/A vacant land
5. Alt Key(s): 3929583
6. Size of property in Acres: .471 acres Square Feet: 20,517
7. Does property have, or will it have City Water and Sewer?
will connect to city water and sewer if available

8. Does property have, or will it have Well or Septic Tank?

Property has no well or septic

9. Current Zoning District (County): Agricultural

10. Future Land Use Category (County): Urban Low

11. Requested Zoning District (City): R-1A Single Family Residential

12. Requested Future Land Use Category (City): Medium Density Residential

13. Present use and structures on the property (list number of residential dwelling units):

None

CERTIFICATION AND SIGNATURE

By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete application submittal pursuant to the City's Land Development Code and Florida Statutes. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

For Donnelly LLC
Benjamin L. Champion, Manager
 Owner(s) of Record Signature(s) Green Wheat Management LLC Date 7/4/2022
Manager

THAT PORTION OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4712, PAGE 544
IN GOVERNMENT LOT 2, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST
MORE PARTICULARLY DESCRIBED AS FOLLOWS :

COMMENCE AT A FOUND 1" IRON PIPE ON THE SOUTH LINE OF GOVERNMENT LOT 2 SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST DESCRIBED IN OFFICIAL RECORD BOOK 4712, PAGE 544 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AS BEING WEST 639.8' FROM THE SE CORNER SAID GOVERNMENT LOT 2 (NOT FOUND); THENCE CONTINUE S 90°00'00" W 92.22' ON THE SOUTH LINE OF GOVERNMENT LOT 2 TO A SET 5/8" IRON ROD AND CAP PSM #5795 AND POINT OF BEGINNING; THENCE N 05°07'28" E 72.65' TO A SET 5/8" IRON ROD AND CAP PSM #5795; THENCE N 44°54'50" W 113.44' TO A SET 5/8" IRON ROD AND CAP PSM #5795 ON THE EASTERLY LINE OF THE 100' RIGHT OF WAY TO STATE ROAD 44B; THENCE ON SAID RIGHT OF WAY LINE S 45°13'16" W 216.77' TO A FOUND 1.5" IRON PIPE ON THE SOUTH LINE OF GOVERNMENT LOT 2; THENCE N 90°00'00" E, AS A BASE OF BEARING, 227.47' TO THE POINT OF BEGINNING SAID LAND CONTAINING 0.471 ACRES

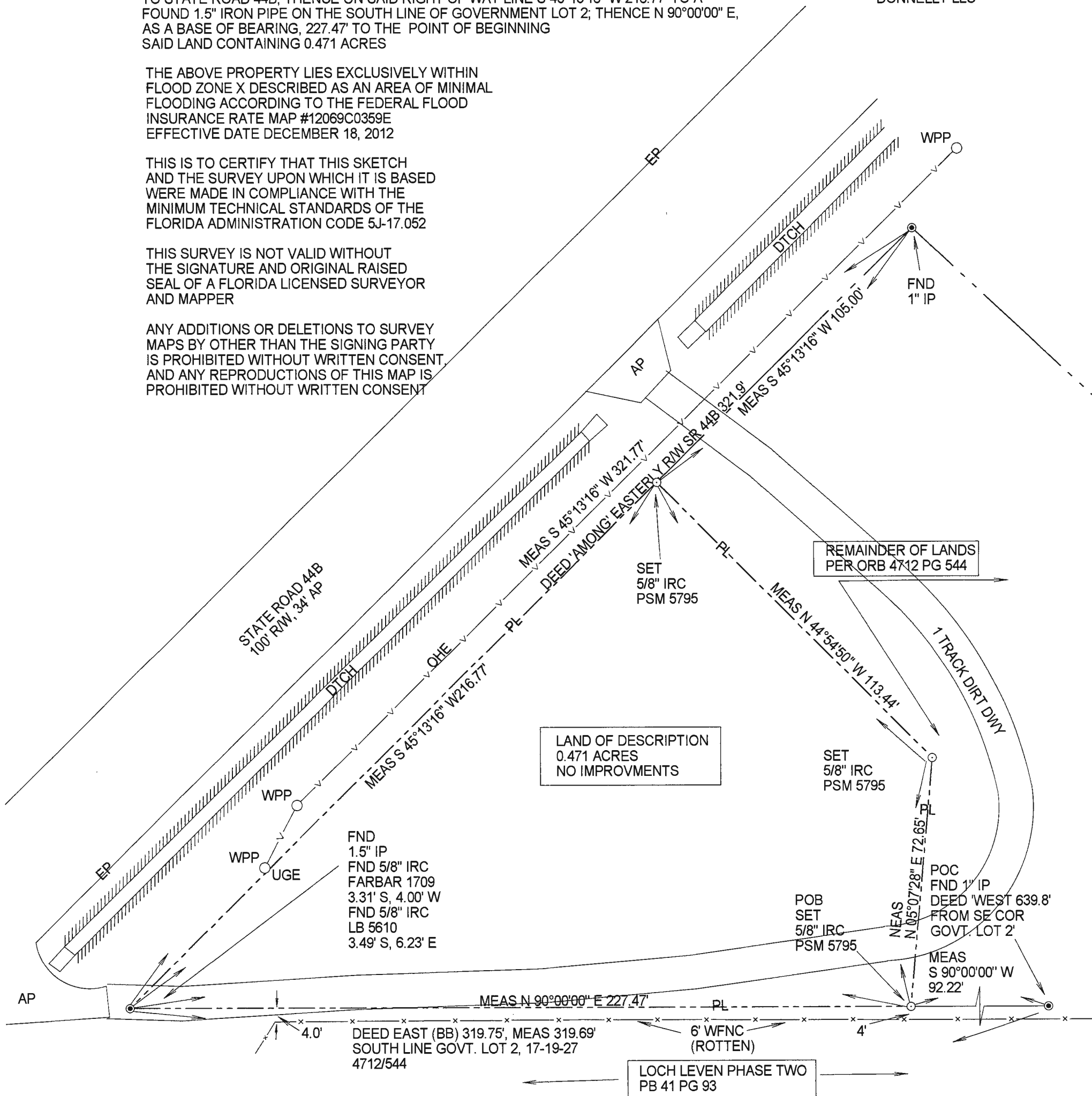
THE ABOVE PROPERTY LIES EXCLUSIVELY WITHIN
FLOOD ZONE X DESCRIBED AS AN AREA OF MINIMAL
FLOODING ACCORDING TO THE FEDERAL FLOOD
INSURANCE RATE MAP #12069C0359E
EFFECTIVE DATE DECEMBER 18, 2012

THIS IS TO CERTIFY THAT THIS SKETCH
AND THE SURVEY UPON WHICH IT IS BASED
WERE MADE IN COMPLIANCE WITH THE
MINIMUM TECHNICAL STANDARDS OF THE
FLORIDA ADMINISTRATION CODE 5J-17.052

THIS SURVEY IS NOT VALID WITHOUT
THE SIGNATURE AND ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR
AND MAPPER

ANY ADDITIONS OR DELETIONS TO SURVEY
MAPS BY OTHER THAN THE SIGNING PARTY
IS PROHIBITED WITHOUT WRITTEN CONSENT,
AND ANY REPRODUCTIONS OF THIS MAP IS
PROHIBITED WITHOUT WRITTEN CONSENT

THIS SURVEY IS CERTIFIED TO:
DONNELLY LLC



- 1) SUBJECT TO ALL RESTRICTIONS EASEMENTS AND RIGHT OF WAY OF RECORD
- 2) UNDERGROUND ENCROCHMENTS NOT LOCATED
- 3) BEARINGS ARE BASED UPON THE SOUTH LINE OF GOVERNMENT LOT 2 AS BEING EAST ACCORDING TO DEED
- 4) THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF A TITLE SEARCH, THE DESCRIPTION WAS PROVIDED BY THE CLIENT
- 5) FLOOD ZONE DEPICTIONS ARE EXTRAPOLATED FROM FEMA FLOOD MAPS AND DO NOT CONSTITUTE A SURVEY

DATE OF SURVEY : JUNE, 2022
DATE OF DRAWING : 6-25-22
FIELD BOOK 216 PAGE 2-11

ALL TERRAIN SURVEYING AND MAPPING LLC
LICENSED BUSINESS NUMBER #8412
STATE OF FLORIDA

AP=ASPHALT PAVEMENT	OHE=OVERHEAD ELECTRIC
BB=BASE OF BEARING	ORB=OFFICIAL RECORD BOOK
DTCH=DITCH	PL=PROPERTY LINE
EP=EDGE OF PAVEMENT	POB=POINT OF BEGINNING
FND=FOUND	POC=POINT OF COMMENCEMENT
GOVT=GOVERNMENT	PSM= PROFESSIONAL SURVEYOR
IR=IRON ROD	AND MAPPER
IRC=IRON ROD WITH PLASTIC	PG=PAGE
SURVEY CAP	R / W=RIGHT OF WAY
IP=IRON PIPE	UGE=UNDERGROUND ELECTRIC
LB=LICENSED BUSINESS	WFNC=WOOD FENCE
MEAS=MEASURE	WPP=WOOD POWER POLE

**SURVEYED AND DRAFTED BY
TOM SLATER PROFESSIONAL SURVEYOR
AND MAPPER #5795 STATE OF FLORIDA
41742 LOCUST STREET
EUSTIS, FLORIDA 32736
OFFICE (352)483-1300
CELL (352)602-9650
EMAIL : cassia5795@yahoo.com**

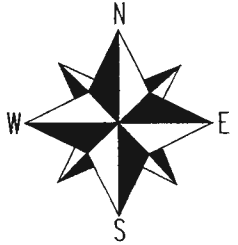
Tom Slater
6-27-00

BOUNDARY SURVEY
LEGAL DESCRIPTION :

THAT PORTION OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4712 PAGE 544
IN GOVERNMENT LOT 2, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST TO BE
MORE PARTICULARLY DESCRIBED AS FOLLOWS :

COMMENCE AND BEGIN AT A FOUND 1" IRON PIPE ON THE SOUTH LINE OF GOVERNMENT
LOT 2, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST DESCRIBED IN OFFICIAL RECORD
BOOK 4712, PAGE 544 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AS BEING WEST 639.8'
FROM THE SE CORNER OF GOVERNMENT LOT 2 (NOT FOUND); THENCE CONTINUE
S 90°00'00" W, AS A BASE OF BEARING 92.22' ON THE SOUTH LINE OF GOVERNMENT LOT 2
TO A SET 5/8" IRON ROD AND CAP PSM #5795; THENCE N 05°07'28" E 72.65' TO A SET 5/8"
IRON ROD AND CAP PSM #5795; THENCE N 44°54'50" W 113.44' TO A SET 5/8" IRON ROD AND
CAP PSM #5795 ON THE EASTERLY LINE OF THE 100' RIGHT OF WAY TO STATE ROAD 44B;
THENCE ON SAID RIGHT OF WAY LINE N 45°13'16" E 105.00' TO A FOUND 1" IRON PIPE; THENCE
S 47°04'51" E 214.18' TO A FOUND 4" DIAMETER CONCRETE MONUMENT; THENCE S 04°59'54" W
81.20' TO A FOUND 4" DIAMETER CONCRETE MONUMENT; THENCE N 89°54'31" W 58.49' TO THE
1" IRON PIPE AT THE POINT OF COMMENCEMENT/POINT OF BEGINNING .
SAID LAND CONTAINING 0.670 ACRES .

ATTACHMENT #1



1" = 30'

THIS SURVEY IS CERTIFIED TO :

GREEN WHEAT, LLC

THIS IS TO CERTIFY THAT THIS SKETCH
AND THE SURVEY UPON WHICH IT IS BASED
WERE MADE IN COMPLIANCE WITH THE
MINIMUM TECHNICAL STANDARDS OF THE
FLORIDA ADMINISTRATION CODE 5J-17.052

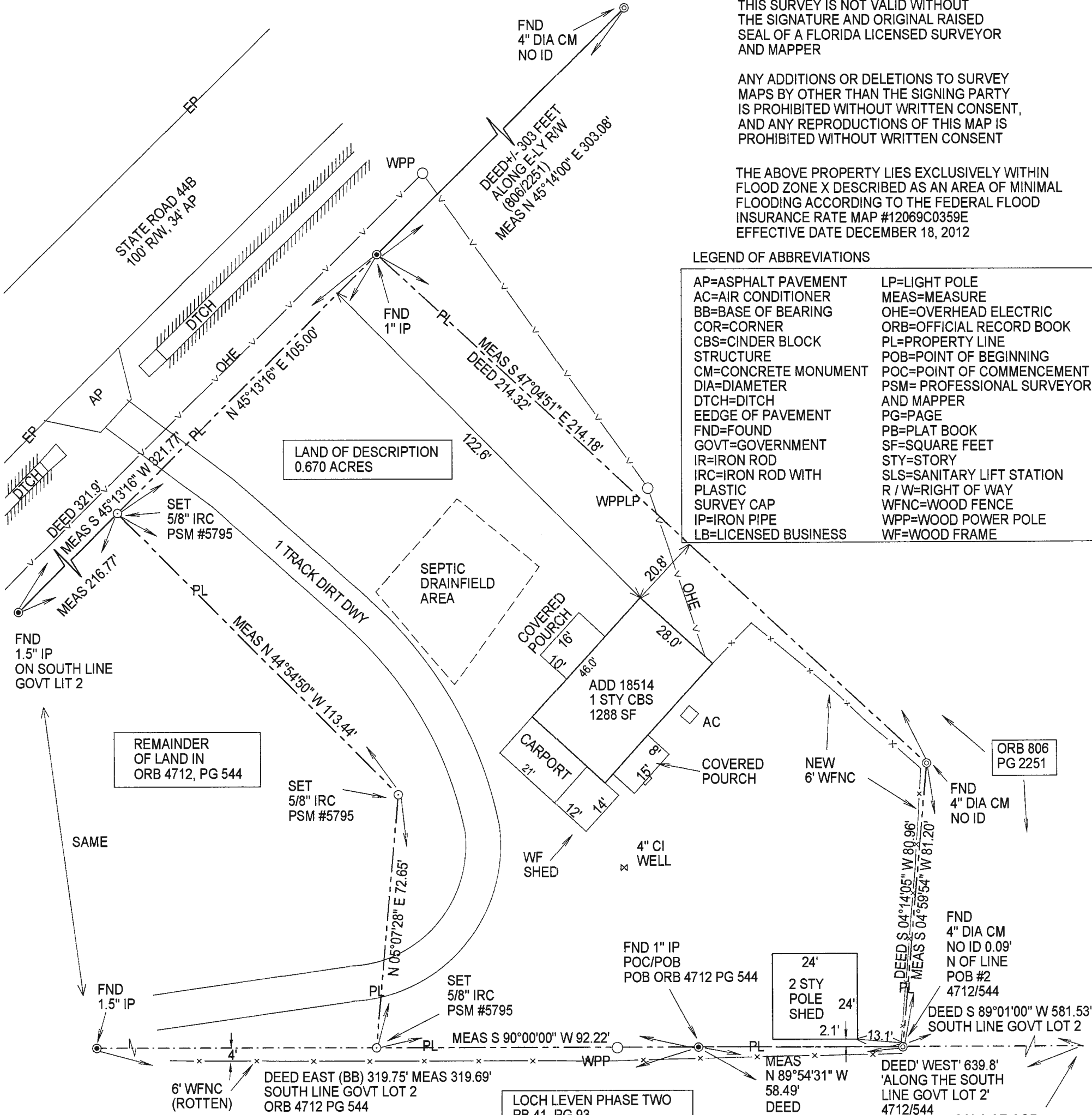
THIS SURVEY IS NOT VALID WITHOUT
THE SIGNATURE AND ORIGINAL RAISED
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ANY ADDITIONS OR DELETIONS TO SURVEY
MAPS BY OTHER THAN THE SIGNING PARTY
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AND ANY REPRODUCTIONS OF THIS MAP IS
PROHIBITED WITHOUT WRITTEN CONSENT

THE ABOVE PROPERTY LIES EXCLUSIVELY WITHIN
FLOOD ZONE X DESCRIBED AS AN AREA OF MINIMAL
FLOODING ACCORDING TO THE FEDERAL FLOOD
INSURANCE RATE MAP #12069C0359E
EFFECTIVE DATE DECEMBER 18, 2012

LEGEND OF ABBREVIATIONS

AP=ASPHALT PAVEMENT	LP=LIGHT POLE
AC=AIR CONDITIONER	MEAS=MEASURE
BB=BASE OF BEARING	OHE=OVERHEAD ELECTRIC
COR=CORNER	ORB=OFFICIAL RECORD BOOK
CBS=CINDER BLOCK	PL=PROPERTY LINE
STRUCTURE	POB=POINT OF BEGINNING
CM=CONCRETE MONUMENT	POC=POINT OF COMMENCEMENT
DIA=DIAMETER	PSM= PROFESSIONAL SURVEYOR
DTCH=DITCH	AND MAPPER
EEDGE OF PAVEMENT	PG=PAGE
FND=FOUND	PB=PLAT BOOK
GOVT=GOVERNMENT	SF=SQUARE FEET
IR=IRON ROD	STY=STORY
IRC=IRON ROD WITH	SLS=SANITARY LIFT STATION
PLASTIC	R / W=RIGHT OF WAY
SURVEY CAP	WFNC=WOOD FENCE
IP=IRON PIPE	WPP=WOOD POWER POLE
LB=LICENSED BUSINESS	WF=WOOD FRAME



DATE OF SURVEY : JUNE, 2022
DATE OF DRAWING : 6-27-22
FIELD BOOK 216 PAGE 2-11

ALL TERRAIN SURVEYING AND MAPPING LLC
LICENSED BUSINESS NUMBER #8412
STATE OF FLORIDA

SURVEYED AND DRAFTED BY
TOM SLATER PROFESSIONAL SURVEYOR
AND MAPPER #5795 STATE OF FLORIDA
41742 LOCUST STREET
EUSTIS, FLORIDA 32736
OFFICE (352)483-1300
CELL (352)602-9650
EMAIL : cassia5795@yahoo.com

SURVEY NOTES

- 1) SUBJECT TO ALL RESTRICTIONS EASEMENTS AND RIGHT OF WAY OF RECORD
- 2) UNDERGROUND ENCROCHMENTS NOT LOCATED
- 3) BEARINGS ARE BASED UPON THE SOUTH LINE OF GOVERNMENT LOT 2 AS BEING EAST ACCORDING TO DEED WHICH IS PATENTLY AMBIGUOUS IN REGARDS TO CALLING FOR THE SAME LINE AS BEING S 89°01'00" W RECORDED IN OFFICIAL RECORD BOOK 4712, PAGE 544
- 4) THIS SURVEY WAS CONDUCTED WITHOUT THE BENIFIT OF A TITLE SEARCH, THE DESCRIPTION WAS PROVIDED BY THE CLIENT
- 5) FLOOD ZONE DEPICTIONS ARE EXTRAPOLATED FROM FEMA FLOOD MAPS AND DO NOT CONSTITUTE A SURVEY

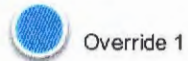
Tom Slater
6-27-22



July 6, 2022

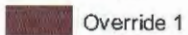
1:1,000

pointLayer



Override 1

polygonLayer



Override 1

Street Names

Local Streets

Subdivision Lot Numbers



Building Footprints

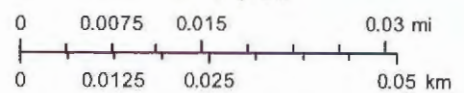
+ Address Locations

Property Name

Tax Parcels Alternate Key

Tax Parcels

Township/Range Grid



Lake County Property Appraiser
Lake BCC

PROPERTY RECORD CARD

General Information

Name:	DONNELLY LLC	Alternate Key:	3929583
Mailing Address:	15012 COLLEY DR TAVARES, FL 32778 Update Mailing Address	Parcel Number:	17-19-27-0002-000-09000
		Millage Group and City:	0002 Unincorporated
		2021 Total Certified Millage Rate:	13.7509
		Trash/Recycling/Water/Info:	My Public Services Map
Property Location:	STATE ROAD 44 EUSTIS FL, 32736 Update Property Location	Property Name:	-- Submit Property Name
			School Locator & Bus Stop Map
		School Information:	School Boundary Maps

Property Description: FROM THE SOUTHEAST CORNER OF GOVERNMENT LOT 2 SECTION 17 TOWNSHIP 19 SOUTH RANGE 27 EAST THENCE ON THE SOUTH LINE OF SAID GOVERNMENT LOT 2 SOUTH 89-01-00 WEST 732.17 FEET FOR THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 89-01-00 WEST 227.38 FEET TO THE EASTERLY RIGHT OF WAY OF STATE ROAD 44B, THENCE NORTH 44-15-32 EAST 217.44 FEET, SOUTH 45-44-28 EAST 113.19 FEET SOUTH 04-17-50 WEST 73.04 FEET TO THE POINT OF BEGINNING ORB 5879 PG 64

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT RESIDENTIAL (0000)	0	0		1.000	Lot	\$0.00	\$40,000.00

[Click here for Zoning Info](#)

[FEMA Flood Map](#)

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5879 / 64	01/2022	Warranty Deed	Unqualified	Vacant	\$100.00

[Click here to search for mortgages, liens, and other legal documents.](#)

Values and Estimated Ad Valorem Taxes

Values shown below are 2022 WORKING VALUES.

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

There is no tax information to display.

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

This instrument prepared by
and please return to:

Name: Benjamin L. Champion (1)
15012 Colley Dr (2)
Tavares FL 32778 (3)
_____ (4)

Rec. \$ _____ (5)
Doc. St. \$ _____ (6)

Property Appraiser's Parcel
Identification No. N/A (7)

WARRANTY DEED
Individual
(STATUTORY FORM-SECTION 689.02, F.S.)

THIS INDENTURE, made this (8) 18th day of (9) January, (10) 2022,
between (11) Green Wheat LLC, (12) _____,
of the County of Lake, State of Florida, Grantor, and (13) Donnelly LLC,
(14) _____ whose post office address is (15) 15012 Colley Dr
Tavares FL 32778 of the County of Lake, State of Florida, Grantee.

Witnesseth, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS
(\$10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, the
receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, and
Grantee's heirs and assigns forever, the following described land, situate, lying and being in
Lake County, Florida, to-wit:

(16) Legal Description: See Attached Exhibit A

SUBJECT TO:

1. Ad valorem real property taxes for (17) 20 22 and subsequent years.
2. (18) _____

and Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence witnesses:

Michele Hawk
Signature/Witness #1

Michele Hawk
Printed Name/Witness #1

Ben Thompson
Signature/Witness #2

Ben Thompson
Printed Name/Witness #2

For Green Wheat LLC
[Signature]
GRANTOR SIGNATURE
(19) Benjamin L. Champion, Manager Green Wheat Management LLC
(20) Address: 15012 Colley Dr
Tavares FL 32778

N/A
ADDITIONAL GRANTOR SIGNATURE
(21) _____
(22) Address: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 18 day of January,
2022, by Benjamin Champion and N/A.

State of Florida
County of Lake



MICHELE HAWK
Commission # HH 059159
Expires November 2, 2024
Bonded Thru Budget Notary Services

Michele Hawk
Notary Public, State of Florida
Michele Hawk
(Print, Type, or Stamp Commissioned Name of Notary Public)

My commission expires: 11/02/2024

Personally Known _____
OR Produced Identification FL DL
Type of Identification Produced: FL DL

Exhibit A

COMENCING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 2,
SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA,
THENCE ON THE SOUTH LINE OF SAID GOVERNMENT LOT 2 S 89°01'00" W
732.17' TO THE POINT OF BEGINNING, THENCE CONTINUE S 89°01'00" W 227.38'
TO THE EASTERLY RIGHT OF WAY OF STATE ROAD 44 B, THENCE ON SAID
RIGHT OF WAY N 44°15'32" E 217.44', THENCE S 45°44'28" E 113.19', THENCE
S 04°17'50" W 73.04' TO THE POINT OF BEGINNING.
SAID LAND CONTAINING 0.472 ACRES.

PROPERTY RECORD CARD

General Information

Name:	GREEN WHEAT LLC	Alternate Key:	2569476
Mailing Address:	15012 COLLEY DR TAVARES, FL 32778 Update Mailing Address	Parcel Number:	17-19-27-0001-000-00119
		Millage Group and City:	0002 Unincorporated
		2021 Total Certified Millage Rate:	13.7509
		Trash/Recycling/Water/Info:	My Public Services Map
Property Location:	18514 STATE ROAD 44 EUSTIS FL, 32736 Update Property Location	Property Name:	-- Submit Property Name
		School Information:	School Locator & Bus Stop Map School Boundary Maps
Property Description:	FROM THE SOUTHEAST CORNER OF GOVERNMENT LOT 2 SECTION 17 TOWNSHIP 19 SOUTH RANGE 27 EAST THENCE ON THE SOUTH LINE OF SAID GOVERNMENT LOT 2 SOUTH 89-01-00 WEST 581.53 FEET FOR THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 89-01-00 WEST 150.64 FEET, NORTH 04-17-50 EAST 73.04 FEET, NORTH 45-44-28 WEST 113.19 FEET TO THE EASTERLY RIGHT OF WAY OF STATE ROAD 44B & POINT A, RETURN TO THE POINT OF BEGINNING, RUN THENCE NORTH 04-17-50 EAST 80.96 FEET, NORTH 47-53-25 WEST 214.32 FEET TO THE EASTERLY RIGHT OF WAY OF STATE ROAD 44B, SOUTHWESTERLY ALONG RIGHT OF WAY LINE TO POINT A ORB 4712 PG 544		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Land Value
2	SINGLE FAMILY (0100)	0	0	.67AC	1.000	Lot	\$0.00		\$40,000.00

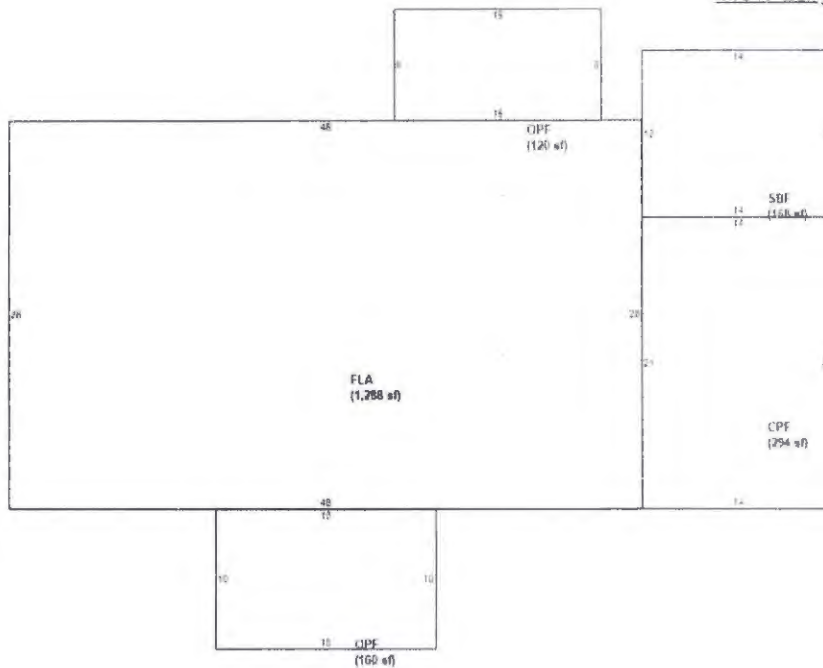
[Click here for Zoning Info](#)
[FEMA Flood Map](#)

Residential Building(s)

Building 1

Residential	Building Value: \$67,296.00		
Summary			
Year Built: 1968	Total Living Area: 1288	Central A/C: Yes	Attached Garage: No
Bedrooms: 3	Full Bathrooms: 2	Half Bathrooms: 0	Fireplaces: 0
Incorrect Bedroom, Bath, or other information?			
Section(s)			
Section Type	Ext. Wall Type	No. Stories	Floor Area
CARPORT FINISHED (CPF)		1.00	294
FINISHED LIVING AREA (FLA)	Block (02)	1.00	1288

OPEN PORCH FINISHED (OPF)	1.00	280
UTILITY STORAGE FINISHED BLOCK (SBF)	1.00	168

[View Larger / Print / Save](#)

Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	UTILITY BLDG UNFINISHED (UBU1)	120	SF	1968	\$192.00
2	CARPORT/POLE SHED UNFINISHED (UCP1)	576	SF	1989	\$691.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
4712 / 544	11/2015	Warranty Deed	Unqualified	Improved	\$90,200.00
4648 / 1613	06/2015	Certificate of Title	Unqualified	Improved	\$100.00
3573 / 1130	01/2008	Quit Claim Deed	Unqualified	Improved	\$100.00
2582 / 82	05/2004	Quit Claim Deed	Unqualified	Improved	\$0.00
850 / 2053	08/1985	Quit Claim Deed	Unqualified	Improved	\$1.00
850 / 2052	08/1985	Quit Claim Deed	Unqualified	Improved	\$1.00

[Click here to search for mortgages, liens, and other legal documents.](#)

Values and Estimated Ad Valorem Taxes

Values shown below are 2022 WORKING VALUES.

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$108,179	\$40,590	\$40,590	5.0529	\$205.10
SCHOOL BOARD STATE	\$108,179	\$108,179	\$108,179	3.5940	\$388.80
SCHOOL BOARD LOCAL	\$108,179	\$108,179	\$108,179	2.9980	\$324.32
LAKE COUNTY WATER AUTHORITY	\$108,179	\$40,590	\$40,590	0.3229	\$13.11
NORTH LAKE HOSPITAL DIST	\$108,179	\$40,590	\$40,590	0.0000	\$0.00
ST JOHNS RIVER FL WATER MGMT DIST	\$108,179	\$40,590	\$40,590	0.2189	\$8.89
LAKE COUNTY MSTU STORMWATER	\$108,179	\$40,590	\$40,590	0.4957	\$20.12
LAKE COUNTY MSTU AMBULANCE	\$108,179	\$40,590	\$40,590	0.4629	\$18.79
LAKE COUNTY VOTED DEBT SERVICE	\$108,179	\$40,590	\$40,590	0.0918	\$3.73
LAKE COUNTY MSTU FIRE	\$108,179	\$40,590	\$40,590	0.5138	\$20.86
			Total:	Total:	
			13.7509		\$1,003.72

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data last updated on March 21, 2022.

Site Notice

Prepared by and Return to:
Bay National Title Company
Jonathon D. Angerosa
13577 Feather Sound Drive, Ste 250
Clearwater, FL 33762

File #: GRC-36164

Parcel ID #: 17-19-27-000100000119

For official use by Clerk's office only

SPECIAL WARRANTY DEED

(Corporate Seller)

THIS INDENTURE, made this 11/21 2015, between U.S. Bank Trust, N.A. as Trustee for LSF9 Master Participation Trust, with a mailing address of 6031 Connection Drive, Irving, TX 75039, party of the first part, and Green Wheat LLC, a Florida limited liability company whose mailing address is 1502 N. Donnelly Street, Suite 105, Mount Dora, FL 32757, party/parties of the second part,

WITNESSETH:

First party, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto second party/parties, his/her/their heirs and assigns, the following described property, to wit:

FROM THE SOUTHEAST CORNER OF GOVERNMENT LOT 2, IN SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, RUN THENCE WEST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 2, 639.8 FEET, FOR A POINT OF BEGINNING; RUN THENCE NORTH 25 DEGREES 09 MINUTES EAST 108.4 FEET; THENCE NORTH 47 DEGREES 57 MINUTES WEST 189.85 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 44B; RUN THENCE SOUTHWESTERLY AMONG THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD 44B, 321.9 FEET TO THE SOUTH LINE OF GOVERNMENT LOT 2; RUN THENCE EAST 319.75 FEET TO THE POINT OF BEGINNING. AND FROM THE SOUTHEAST CORNER OF GOVERNMENT LOT 2 IN SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, RUN THENCE SOUTH 89 DEGREES 01 MINUTE 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 2 A DISTANCE OF 581.53 FEET FOR A POINT OF BEGINNING; CONTINUE THENCE SOUTH 89 DEGREES 01 MINUTE 00 SECONDS WEST ALONG SAID SOUTH LINE GOVERNMENT LOT 2 A DISTANCE OF 58.27 FEET; THENCE NORTH 25 DEGREES 09 MINUTES 00 SECONDS EAST 108.40 FEET; THENCE SOUTH 47 DEGREES 57 MINUTES 00 SECONDS EAST 24.47 FEET; THENCE SOUTH 4 DEGREES 14 MINUTE 05 SECONDS WEST 80.96 FEET TO THE POINT OF BEGINNING.

More commonly known as: 18514 State Road 44, Eustis, FL 32736

Subject, however, to all covenants, conditions, restrictions, reservations, limitations, easements and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

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

TO HAVE AND TO HOLD the same in fee simple forever.

AND the party of the first part hereby covenants with said party of the second part, that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land

and will defend the same against the lawful claims of all persons claiming by, through or under the party of the first part

IN WITNESS WHEREOF, first party has signed and sealed these present the date set forth on 11/2/15 2015.

Signed, sealed and delivered
in the presence of:

Witness signature

Schakira Hernandez

Print witness name

Witness signature

Timothy J. Walter

Print witness name

Texas

State of

Dallas

County of

THE FOREGOING INSTRUMENT was acknowledged before me this 2 day of Nov 2015
by:

Odette Hodges

who is the

Authorized Signatory

of Caliber Home Loans,

Inc. as Attorney in Fact for U.S. Bank Trust, N.A. as Trustee for LSF9 Master Participation Trust who is personally known to
me or who has produced driver's license as identification.

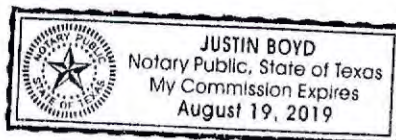
Notary Public

Justin Boyd

Print Notary Name

My Commission Expires:

Notary Seal



U.S. Bank Trust, N.A. as Trustee for LSF9 Master
Participation Trust by Caliber Home Loans, Inc. as
Attorney in Fact

By: Odette Hodges

Print Name: Odette Hodges Authorized Signatory

Address: 6031 Connection Drive
Irving, TX 75039

(Corporate Seal)

QUIT-CLAIM DEED

RAMCO FORM B

G.R. BOOK

850 PAGE 2053

85 32739

REC 5.00
DOC .50This Quit-Claim Deed, Executed this ^{4th} 30 day of August, A. D. 19 85, byDenise M. Wilson, the wife of George W. Wilson
first party, to

George W. Wilson, the husband of Denise M. Wilson,

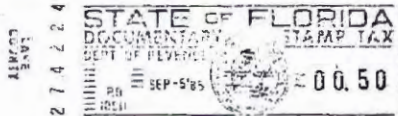
whose postoffice address is Star Route 2, Box 478, Eustis, Florida 32726

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth. That the said first party, for and in consideration of the sum of \$ 10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Lake State of Florida, to-wit:

From the Southeast corner of Government Lot 2 in Section 17, Township 19 South, Range 27 East, Lake County, Florida, run thence South 89° 01' 00" West along the South line of said Government Lot 2 a distance of 581.53 feet for a Point of Beginning; continue thence South 89° 01' 00" West along said South line of Government Lot 2 a distance of 58.27 feet, thence North 25° 09' 00" East 108.40 feet, thence South 47° 57' 00" East 24.47 feet, thence South 04° 14' 05" West 80.96 feet to the Point of Beginning.



SEP 5 3 23 PM '85

To Have and to Hold the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Mark A. Nash
Witness

Denise M. Wilson
DENISE M. WILSON

Sharon M. Dutton
Witness
STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an

officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

Denise M. Wilson

to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of August A. D. 19 85.

This instrument was prepared by
JOHN L. MERRITT
of the law offices of
MERRITT and WATSON
1500 E. Orange Avenue
Eustis, Florida 32726

This instrument prepared by
Address

Notary Public, State of Florida at Large
My commission expires April 30, 1988

First Family

INSTRUMENT #2022092497
OR BK 5987 PG 232 - 234 (3 PGS)
DATE: 7/6/2022 3:36:11 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$27.00 DEED DOC \$0.70

Prepared by:

Name Benjamin L. Champion
Address 15012 Colley Dr
Tavares FL 32778

STATE OF FLORIDA
COUNTY OF LAKE

Property Appraiser's Parcel ID No. 17-19-27-0002-000-09000

DEED OF CORRECTION

KNOW ALL MEN BY THESE PRESENTS THAT:

That whereas Green Wheat LLC, a Florida Limited Liability Corporation located at 15012 Colley Dr, Tavares FL 32778, hereinafter referred to as Grantor, did, on or about the 18th day of January 2022, execute and deliver to Donnelly LLC, a Florida Limited Liability Corporation located at 15012 Colley Dr, Tavares FL 32778, hereinafter referred to as Grantee, a conveyance of the certain lands, situated in Lake County, Florida, and more particularly described in in that certain Warranty Deed recorded, on or about, January 18th, 2022; in Official Records of Lake County Book 5879 Pages 64 and 65 and incorporated herein by reference.

Whereas said conveyance contains a mutual mistake and was; and whereas, to prevent difficulties hereafter, it is appropriate to correct the record in this regard;

NOW, THEREFORE, the said Grantor, in consideration of the premises aforesaid and of One Dollar (\$1.00) to them paid by Grantee, which is hereby acknowledged, hereby grant, bargain, sell, and convey unto the said Grantee all of the tract of land situated in the County of Lake, State of Florida, which is described in Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the premises, described in said Exhibit "A" herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the Grantee, and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This is a correction deed, given and accepted as such in substitution for such earlier said deed, and it shall be effectual as of and retroactive to such date. However, except as herein corrected, such prior deed shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed on this the 6th day of July, 2022.

Signed, sealed and delivered in the presence of:

Beverly Thomas
 Witness Signature
Beverly Thomas
 Printed Name
Barbara Kreidel
 Witness Signature
Barbara Kreidel
 Printed Name

For Green Wharf LLC
[Signature]
 Signature of Grantor Benjamin L. Champion
as Manager Green Wharf Management LLC
 Printed Name

STATE OF FLORIDA
 COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of July (date), by Benjamin Laurens Champion (name of person acknowledging), who is personally known to me or who has produced FLD (type of identification) as identification.

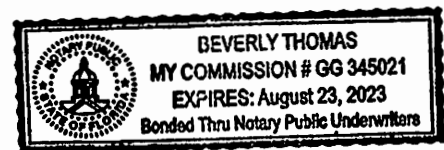
Beverly Thomas (Signature)

(Seal)

Beverly Thomas
 (Notary's Name print, type of stamp)

(Title or Rank)

(Serial number, if any)



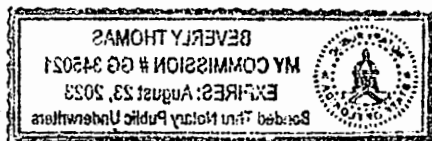


EXHIBIT A**LEGAL DESCRIPTION:**

THAT PORTION OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4712, PAGE 544 IN GOVERNMENT LOT 2, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1" IRON PIPE ON THE SOUTH LINE OF GOVERNMENT LOT 2 SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST DESCRIBED IN OFFICIAL RECORD BOOK 4712, PAGE 544 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AS BEING WEST 639.8' FROM THE SE CORNER SAID GOVERNMENT LOT 2 (NOT FOUND); THENCE CONTINUE S 90°00'00" W 92.22' ON THE SOUTH LINE OF GOVERNMENT LOT 2 TO A SET 5/8" IRON ROD AND CAP PSM #5795 AND POINT OF BEGINNING; THENCE N 05°07'28" E 72.65' TO A SET 5/8" IRON ROD AND CAP PSM#5795; THENCE N 44°54'50" W 113.44' TO A SET 5/8" IRON ROD AND CAP PSM #5795 ON THE EASTERLY LINE OF THE 100' RIGHT OF WAY TO STATE ROAD 44B; THENCE ON SAID RIGHT OF WAY LINE S 45°13'16" W 216.77' TO A FOUND 1.5" IRON PIPE ON THE SOUTH LINE OF GOVERNMENT LOT 2; THENCE N 90°00'00" E, AS A BASE OF BEARING, 227.47 TO THE POINT OF BEGINNING SAID LAND CONTAINING.471 ACRES

GRANTOR RETAINS THE FOLLOWING:

THAT PORTION OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4712 PAGE 544 IN GOVERNMENT LOT 2, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AND BEGIN AT A FOUND 1" IRON PIPE ON THE SOUTH LINE OF GOVERNMENT LOT 2, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST DESCRIBED IN OFFICIAL RECORD BOOK 4712, PAGE 544 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AS BEING WEST 639.8' FROM THE SE CORNER OF GOVERNMENT LOT 2 (NOT FOUND); THENCE CONTINUE S 90°00'00" W, AS A BASE OF BEARING 92.22' ON THE SOUTH LINE OF GOVERNMENT LOT 2 TO A SET 5/8" IRON ROD AND CAP PSM #5795; THENCE N 05°07'28" E 72.65' TO A SET 5/8" IRON ROD AND CAP PSM#5795; THENCE N 44°54'50" W 113.44'; TO A SET 5/8" IRON ROD AND CAP PSM #5795 ON THE EASTERLY LINE OF THE 100' RIGHT OF WAY TO STATE ROAD 44B; THENCE ON SAID RIGHT OF WAY LINE N 45°13'16" E 105.00' TO A FOUND 1" IRON PIPE; THENCE S 47°04'51" E 214.18' TO A FOUND 4" DIAMETER CONCRETE MONUMENT; THENCE S 04°59'54" W 81.20' TO A FOUND 4" DIAMETER CONCRETE MONUMENT; THENCE N 89°54'31" W 58.49' TO THE 1" IRON PIPE A THE POINT OF COMMENCEMENT/POINT OF BEGINNING. SAID LAND CONTAINING 0.670 ACRES.

INSTRUMENT#: 2022008112 OR BK 5879 PG 64 PAGES: 3 1/18/2022 12:49:08 PM
 GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
 REC FEES: \$27.00 DEED DOC:\$0.70

This instrument prepared by
 and please return to:

Name: Benjamin L. Champion (1)
15012 Colley Dr (2)
Tavares FL 32778 (3)
 _____ (4)

Rec. \$ _____ (5)
 Doc. St. \$ _____ (6)

Property Appraiser's Parcel
 Identification No. N/A (7)

WARRANTY DEED

Individual

(STATUTORY FORM-SECTION 689.02, F.S.)

THIS INDENTURE, made this (8) 18th day of (9) January, (10) 2022,
 between (11) Green Wheat LLC, (12) _____,
 of the County of Lake, State of Florida, Grantor, and (13) Donnelly LLC,
 (14) _____ whose post office address is (15) 15012 Colley Dr
Tavares FL 32778 of the County of Lake, State of Florida, Grantee.

Witnesseth, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS
 (\$10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, the
 receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, and
 Grantee's heirs and assigns forever, the following described land, situate, lying and being in
 Lake County, Florida, to-wit:

(16) Legal Description: See Attached Exhibit A

SUBJECT TO:1. Ad valorem real property taxes for (17) 20 22 and subsequent years.2. (18) _____

and Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence witnesses:

Michele Hawk
Signature/Witness #1

Michele Hawk
Printed Name/Witness #1

[Signature]
Signature/Witness #2

Ben Champion
Printed Name/Witness #2

For Green Wheat LLC

[Signature]
GRANTOR SIGNATURE

(19) Benjamin L. Champion, Manager Green Wheat Management LLC
(20) Address: 15012 Colley Dr
Tavares FL 32778

N/A
ADDITIONAL GRANTOR SIGNATURE

(21) _____
(22) Address: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 18 day of January,
2022, by Benjamin Champion and N/A

State of Florida
County of Lake



MICHELE HAWK
Commission # HH 059159
Expires November 2, 2024
Bonded Thru Budget Notary Services

Michele Hawk
Notary Public, State of Florida

Michele Hawk
(Print, Type, or Stamp Commissioned Name of Notary Public)

My commission expires: 11/02/2024

Personally Known _____
OR Produced Identification FL DCL
Type of Identification Produced: _____

Exhibit A

COMENCING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 2,
SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA,
THENCE ON THE SOUTH LINE OF SAID GOVERNMENT LOT 2 S 89°01'00" W
732.17' TO THE POINT OF BEGINNING, THENCE CONTINUE S 89°01'00" W 227.38'
TO THE EASTERLY RIGHT OF WAY OF STATE ROAD 44 B, THENCE ON SAID
RIGHT OF WAY N 44°15'32" E 217.44', THENCE S 45°44'28" E 113.19', THENCE
S 04°17'50" W 73.04' TO THE POINT OF BEGINNING .
SAID LAND CONTAINING 0.472 ACRES .

ORDINANCE NO: 2022-17

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED EAST SIDE OF SR 44 AND SOUTH OF MEADENHALL BOULEVARD; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES; PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Green Wheat LLC and Donnelly LLC (Property Owners) are the fee simple owner of that properties generally located east side of SR 44 and south of Meadenhall Boulevard in unincorporated Lake County, Florida, as depicted and identified on that map attached as **Exhibit "A"** (Property); and

WHEREAS, pursuant to Florida Statutes, Section 171.044, the Property Owners have filed a petition for annexation of the Property into the municipal limits of the City of Mount Dora; and

WHEREAS, the City has determined that the Property is located wholly within an unincorporated area of Lake County, Florida, that the Property is reasonably compact and contiguous to an incorporated area of the City of Mount Dora, Florida, that annexation of the Property will not result in the creation of an enclave, that annexation of the Property otherwise fully complies with the requirements of Florida Statutes, Section 171.044, and annexation of the Property is in the best interest of the City of Mount Dora; and

WHEREAS, pursuant to Florida Statutes, Section 171.044, the City furnished the Lake County Board of County Commissioners with a copy of the notice of annexation by certified mail at least ten (10) days prior to the publication of the same; and

WHEREAS, the City has determined that all procedural and notice requirements mandated by Florida Statutes, Section 171.044, the City of Mount Dora Charter, the City of Mount Dora Code of Ordinances and all other applicable or controlling laws related to the voluntary annexation of property have been followed and satisfied.

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

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City of Mount Dora has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. VOLUNTARY ANNEXATION. The Property generally located east side of SR 44 and south of Meadenhall Boulevard in unincorporated Lake County, is hereby annexed into the municipal limits of the City of Mount Dora pursuant to Florida Statutes, Section 171.044. The Property annexed is more particularly described as follows:

GREEN WHEAT, LLC ALT KEY PARCEL #2569476:

THAT PORTION OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4712 PAGE 544 IN GOVERNMENT LOT 2, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AND BEGIN AT A FOUND 1" IRON PIPE ON THE SOUTH LINE OF GOVERNMENT LOT 2, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST DESCRIBED IN OFFICIAL RECORD BOOK 4712, PAGE 544 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AS BEING WEST 639.8' FROM THE SE CORNER OF GOVERNMENT LOT 2 (NOT FOUND); THENCE CONTINUE S 90°00'00" W, AS A BASE OF BEARING 92.22' ON THE SOUTH LINE OF GOVERNMENT LOT 2 TO A SET 5/8" IRON ROD AND CAP PSM #5795; THENCE N 05°07'28" E 72.65' TO A SET 5/8" IRON ROD AND CAP PSM#5795; THENCE N 44°54'50" W 113.44'; TO A SET 5/8" IRON ROD AND CAP PSM #5795 ON THE EASTERLY LINE OF THE 100' RIGHT OF WAY TO STATE ROAD 44B; THENCE ON SAID RIGHT OF WAY LINE N 45°13'16" E 105.00' TO A FOUND 1" IRON PIPE; THENCE S 47°04'51" E 214.18' TO A FOUND 4" DIAMETER CONCRETE MONUMENT; THENCE S 04°59'54" W 81.20' TO A FOUND 4" DIAMETER CONCRETE MONUMENT; THENCE N 89°54'31" W 58.49' TO THE 1" IRON PIPE A THE POINT OF COMMENCEMENT/POINT OF BEGINNING.
SAID LAND CONTAINING 0.67 ACRE.

DONNELLY, LLC ALT KEY PARCEL #3929583:

THAT PORTION OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4712, PAGE 544 IN GOVERNMENT LOT 2, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1" IRON PIPE ON THE SOUTH LINE OF GOVERNMENT LOT 2 SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST DESCRIBED IN OFFICIAL RECORD BOOK 4712, PAGE 544 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AS BEING WEST 639.8' FROM THE SE CORNER SAID GOVERNMENT LOT 2 (NOT FOUND); THENCE CONTINUE S 90°00'00" W 92.22' ON THE SOUTH LINE OF GOVERNMENT LOT 2 TO A SET 5/8" IRON ROD

AND CAP PSM #5795 AND POINT OF BEGINNING; THENCE N 05°07'28" E 72.65' TO A SET 5/8 IRON ROD AND CAP PSM#5795; THENCE N 44°54'50" W 113.44' TO A SET 5/8" IRON ROD AND CAP PSM #5795 ON THE EASTERLY LINE OF THE 100' RIGHT OF WAY TO STATE ROAD 44B; THENCE ON SAID RIGHT OF WAY LINE S 45°13'16" W 216.77' TO A FOUND 1.5" IRON PIPE ON THE SOUTH LINE OF GOVERNMENT LOT 2; THENCE N 90°00'00" E, AS A BASE OF BEARING, 227.47 TO THE POINT OF BEGINNING SAID LAND CONTAINING 0.47 ACRE

ALL THE ABOVE CONTAINING 1.14 ACRES, MORE OR LESS.

SECTION 3. EFFECT OF ANNEXATION. On the Effective Date of this Ordinance, the property owner of the Property shall be entitled to all the rights, privileges and immunities as are from time to time granted to property owners in the City of Mount Dora, Florida, and shall be subject to the responsibilities of property ownership as may from time to time be authorized and/or adopted by the governing authority of the City of Mount Dora, Florida.

SECTION 4. AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES. City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article II, City Council, Division 2, Election of Members, Section 2.48, Creation of districts; boundaries described, City Council District Four (4) is hereby amended to include the Property, more particularly described as follows:

GREEN WHEAT, LLC ALT KEY PARCEL #2569476:

THAT PORTION OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4712 PAGE 544 IN GOVERNMENT LOT 2, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AND BEGIN AT A FOUND 1" IRON PIPE ON THE SOUTH LINE OF GOVERNMENT LOT 2, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST DESCRIBED IN OFFICIAL RECORD BOOK 4712, PAGE 544 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AS BEING WEST 639.8' FROM THE SE CORNER OF GOVERNMENT LOT 2 (NOT FOUND); THENCE CONTINUE S 90°00'00" W, AS A BASE OF BEARING 92.22' ON THE SOUTH LINE OF GOVERNMENT LOT 2 TO A SET 5/8" IRON ROD AND CAP PSM #5795; THENCE N 05°07'28" E 72.65' TO A SET 5/8" IRON ROD AND CAP PSM#5795; THENCE N 44°54'50" W 113.44'; TO A SET 5/8" IRON ROD AND CAP PSM #5795 ON THE EASTERLY LINE OF THE 100' RIGHT OF WAY TO STATE ROAD 44B; THENCE ON SAID RIGHT OF WAY LINE N 45°13'16" E 105.00' TO A FOUND 1" IRON PIPE; THENCE S 47°04'51" E 214.18' TO A FOUND 4" DIAMETER CONCRETE MONUMENT; THENCE S 04°59'54" W 81.20' TO A FOUND 4" DIAMETER CONCRETE MONUMENT; THENCE N 89°54'31" W 58.49' TO THE 1" IRON PIPE A THE POINT OF COMMENCEMENT/POINT OF BEGINNING. SAID LAND CONTAINING 0.67 ACRE.

DONNELLY LLC, ALT KEY PARCEL #3929583:

THAT PORTION OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4712, PAGE 544 IN GOVERNMENT LOT 2, SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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ALL THE ABOVE CONTAINING 1.14 ACRES, MORE OR LESS.

SECTION 5. FILING REQUIREMENTS. In accordance with Florida Statutes, Section 171.044(3), within seven (7) days of the enactment of this Ordinance, the City Clerk shall file a certified copy of this Ordinance with the Lake County Clerk of the Circuit Court, with the County Manager of Lake County, Florida and with the Florida Department of State.

SECTION 6. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance and the rezoning on the Property. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 7. SAVINGS CLAUSE. All prior actions of the City of Mount Dora pertaining to the annexation of the Property, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 8. LIMITED CODIFICATION AND SCRIVENER'S ERRORS. The provisions of this Ordinance which amend City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article II, City Council, Division 2, Election of Members, Section 2.48, Creation of districts; boundaries described, shall be codified and the sections, divisions and provisions hereof renumbered or re-lettered as deemed appropriate by the codifier. All remaining provisions of this Ordinance shall not be codified. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the

City Clerk and City Attorney may be corrected.

SECTION 9. **CONFLICTS.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 10. **SEVERABILITY.** If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 11. **EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

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

Legend

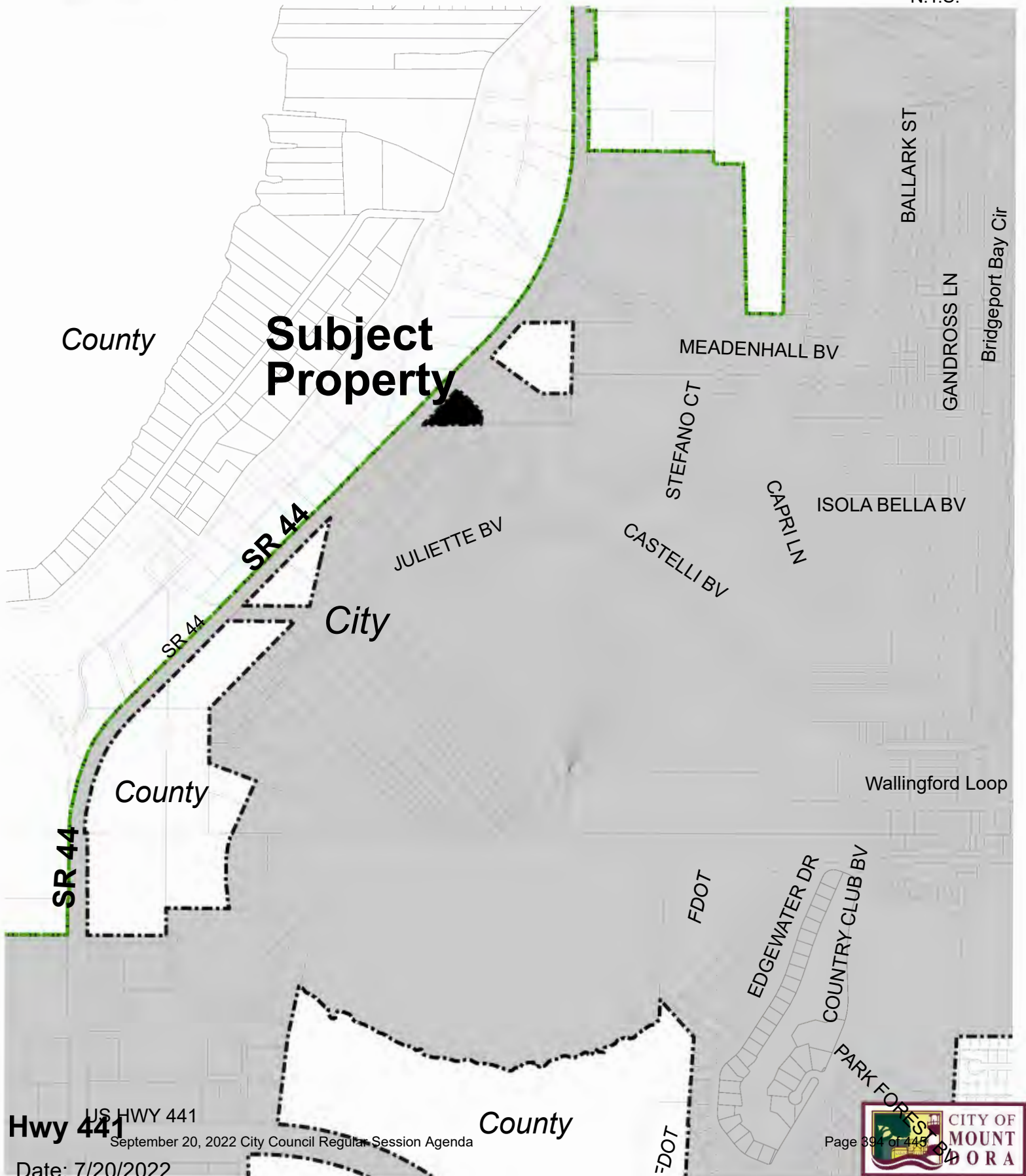
-  Subject Property
-  JPA Boundary
-  City Limits

Vicinity Map

N



N.T.S.





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

DATE: September 20, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of Final Reading of **Ordinance No. 2022-12**, Amending Chapter 42 of the Code of Ordinances to allow for Electric Carriages

Introduction:

This is a request for City Council to approve the final reading of Ordinance No. 2022-12.

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 at the June 21, 2022 meeting following the presentation from the owners of the Olde Mount Dora Carriage Company regarding the use of electric carriages in the downtown area, attached is a formal ordinance amending the City's traffic and vehicle chapter. The presentation from the Olde Mount Dora Carriage Company described a business plan for historic tours and event transportation to the downtown area via their "horseless" electric carriages. The vehicles are a Victorian style theme to complement the historic downtown.

The amendment to the Code of Ordinances provides definitions of the type of vehicles, permitting with routing plan, liability and indemnification, traffic regulations, rates and inspection standards. The proposed Electric Carriage ordinance limits the number to a maximum of three (3) permits, which are renewed yearly (October). Permits have a 6-month pilot period to evaluate the carriage operation, which may (or may not) be extended. A five percent (5%) monthly fee is required to be remitted to the City, based on gross receipts. The city will assist in providing locations for pick-up and drop-off staging area(s). Any special events with roadway closures and other impacts will be coordinated with the carriage operator, which will change the routing and staging area accordingly.

The City's Public Works Department will be the staff point of contact for review and approval of right-of-way utilization permits. Each business owner, once a permit has been issued, will be required to procure a City Business Tax Receipt.

The City Council at their regularly scheduled meeting held on September 6, 2022, recommended approval of the First Reading of Ordinance No. 2022-12.

Budget Impact:

Enactment of the electric carriage permitting program will result in minimal revenue for the general fund.

Strategic Impact:

GOAL 1: Economic Development
Objective 1.4 Promote Tourism

Recommendation:

City Council approve Final Reading and Adoption of Ordinance No. 2022-12, Amending Chapter 42 of the Code of Ordinances to allow for Electric Carriages.

Attachment(s):

1. Attachment #1 - Notice of Publication (ADA)
2. Attachment #2 Electric Carriage Permit Application.SGSredline
3. Attachment #3 Electric Carriage Permit
4. Ord No. 2022-12 Electric Carriages.SGS.080822

Prepared by:	Misty Sommer, Economic Development Manager	
Reviewed by:	GEORGE MAREK, Interim Public Works Director	Approved - 9/2/2022
	Vince Sandersfeld, Planning and Development Director	Approved - 9/2/2022
	Rita Meade, Interim Finance Director	Approved - 9/2/2022
	Sherry Sutphen, City Attorney	Approved - 9/15/2022
	Jessica Burnham, City Clerk	Approved - 9/15/2022
	Jeanann Hand, Deputy City Clerk	Approved - 9/15/2022
	Patrick Comiskey, City Manager	Final Approval - 9/15/2022

ATTACHMENT #1

NOTICE OF PROPOSED ENACTMENT ORDINANCE NO. 2022-12 CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2022-12. The final public hearing on the ordinance will be held on Tuesday, September 20, 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 2022-12 is as follows:

ORDINANCE NO: 2022-12

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO AN AMENDMENT TO CHAPTER 42 OF THE CITY OF MOUNT DORA CODE OF ORDINANCES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR 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 City Clerk's Office, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

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

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

Published (Legal Notice): September 9, 2022



CITY OF
MOUNT
D O R A

ATTACHMENT #2

City of Mount Dora
Public Works
900 North Donnelly Street
Mount Dora, FL 32757
352-735-7151

ELECTRIC CARRIAGE PERMIT APPLICATION

Any person desiring to obtain a permit to operate an Electric Carriage in the jurisdictional limits of the City of Mount Dora shall submit a written application to the City.

Date: _____

Company Name

Owners Name

Mailing Address

City, State, Zip Code

Telephone Number

Email Address

The following information shall be submitted with this Application:

☐ Copy of City of Mount Dora Business Tax Receipt.

☐ Routing Plan – the route which an Electric Carriage may travel within the corporate limits of the City of Mount Dora. **Note:** The possession of alcohol by Electric Carriage passengers is only allowable within the Entertainment District boundaries: [https://ci.mount-dora.fl.us/1114/Entertainment- District. Possession/consumption of alcoholic beverages by the operator of an Electric Carriage is prohibited.](https://ci.mount-dora.fl.us/1114/Entertainment-District.Possession/consumption%20of%20alcoholic%20beverages%20by%20the%20operator%20of%20an%20Electric%20Carriage%20is%20prohibited)

☐ A copy of your current Liability Certificate of Insurance providing coverage of not less than \$100,000.00 for property damage, bodily injury, or death payable to any one person and \$200,000.00 for property damage, bodily injury or death when totaled with all other claims or judgments arising out of the same incident or occurrence which lists the “City of Mount Dora, 510 N Baker Street, Mount Dora, FL 32757” as an additional insured.

☐ Fees:

Temporary Permit (fees as set forth in Resolution No. 2022-53):

Application Fee \$100.00

Duplicate Permit Fee \$10.00

Transfer Permit Fee \$10.00

Renewal Permit Fee \$50.00

Renewal Permit (fees as set forth in Ordinance No. 2022-12):

5% of the gross receipts of the Electric Carriage for which the Permit is issued. The fee shall be paid monthly based upon the previous month's receipts to the City as directed by the City.

Provisions set forth in Ordinance No. 2022-12, adopted by City Council on September 20, 2022:

Compliance with City Code required.

The operation of Electric Carriages within the corporate limits, and upon the streets of the City as specified in the Approved Plan, shall be subject to the conditions, regulations and restrictions set forth in the City's Code and the Permit.

Permit required.

It shall be unlawful to operate, or cause to be operated, an Electric Carriage upon any streets within the corporate limits of the City unless a Permit has been issued therefor by the City. The Permit shall be affixed to the Electric Carriage for which it has been issued and shall be nontransferable to another Electric Carriage except for a replacement Electric Carriage.

Application for Permit.

- (1) The initial Permit issued to any Permittee shall be for a temporary period of six (6) months. At the end of the temporary Permit term, the Permit may either be extended or revoked. If extended, the Permit may be renewed in accordance herewith prior to October 1. If the temporary Permit is revoked, the Permittee may, within five (5) days of receipt of the revocation, submit a written appeal to the City Clerk to be heard by the City Council. The appeal shall be limited to the issues of compliance with the provisions of the City's Code and compliance with the provisions of the Permit and shall be placed on the next available City Council agenda for consideration. The decision of the City Council related to the appeal shall be final.
- (2) After the initial Permit, every Permit shall expire on October 1, each year, and must be renewed, in accordance with the requirements set forth herein, prior to October 1, each year.
- (3) Upon receipt of a complete application for a Permit and the fee imposed therefor by the City from time to time by Resolution.
- (4) Any person whose Permit for operation of an Electric Carriage in the City has been denied may, within five (5) days of receipt of the denial, submit a written appeal to the City Clerk to be heard by the City Council. The appeal shall be limited to the issues of the completeness of the application and compliance with the provisions of the City's Code and shall be placed on the next available City Council agenda for consideration. The decision of the City Council related to the appeal shall be final.
- (5) The initial monthly fee for any Permit issued hereunder shall be five percent (5%) of the gross receipts of the Electric Carriage for which the Permit is issued. The holder of any Permit shall allow the City to inspect its books and accounting records related to the operation of such Electric Carriage at any reasonable time to ensure compliance with this subsection. The fee shall be paid monthly based upon the previous month's receipts to the City as directed by the City. The monthly Permit fee set forth herein may be reviewed by

the City on an annual basis. The City may revise the Permit fee no more frequently than once each year.

- (6) No more than three (3) Permits shall be issued and active in the City at any given time. Permits shall be evaluated in the order received.
- (7) If a Permit issued under this section is lost or destroyed, the permit holder may obtain a duplicate Permit upon payment of a service charge in an amount imposed by the City from time to time by Resolution. A Permit may be transferred to a replacement Electric Carriage upon payment of a transfer fee in an amount imposed by the City from time to time by Resolution.
- (8) All persons holding an Electric Carriage Permit must maintain, in active operation, the Electric Carriage for which the Permit was issued. Any permit for an Electric Carriage which remains dormant for more than sixty (60) days may be declared void by the City.
- (11) Any Permittee to whom an Electric Carriage Permit has been issued may be entitled to renew such permit from year to year, provided that such Permittee is in full compliance with the provisions of the City's Code and the Permit, and a renewal application, in the form acceptable to the City, and the appropriate renewal fee, as imposed by the City from time to time by Resolution, have been submitted to the City by October 1. Upon receipt of the renewal application, the City shall grant or deny the renewal Permit. In the event of denial of a renewal Permit, the person may, within five (5) days of receipt of the denial, submit a written appeal to the City Clerk to be heard by the City Council. The appeal shall be limited to the issues of the completeness of the application and compliance with the provisions of the City's Code and the Permit, and shall be placed on the next available City Council agenda for consideration. The decision of the City Council related to the appeal shall be final.

Adherence to Approved Plan.

Permittees must adhere to the routes and rates specified in the Approved Plan. Any deviation from the Permit and Approved Plan shall be a violation. In the event the City determines, in its sole discretion, that the route which is part of the Approved Plan is causing an unreasonable burden on the free flow of traffic, the City may upon written notice, require revisions to the route. Failure on the part of the Permittee to adhere to any revised route shall be a violation of the Permit.

Liability and indemnification.

- (1) By accepting an Electric Carriage Permit from the City, the Permittee agrees to be liable for any and all damages, losses, and expenses incurred, by the City, in any way related to the Electric Carriage and/or operation of the same within the corporate limits of the City. The Permittee further agrees to indemnify, defend and hold the City harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the Permittee, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to operation of the Electric Carriage within the corporate limits of the City.

Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts required by the City's Code and shall survive revocation or expiration of a Permit issued to a Permittee.

- (2) The Permittee shall maintain, throughout the term of the Permit, the following types and amounts of liability insurance: insured:
 - (a) Workers' and unemployment compensation insurance as provided by the laws of Florida.
 - (b) \$100,000.00 for property damage, bodily injury, or death payable to any one person and \$200,000.00 for property damage, bodily injury or death when totaled with all other claims or judgments arising out of the same incident or occurrence.
- (3) The insurance policies obtained by a Permittee in compliance with this section shall be issued by a company acceptable to the City and a current certificate of insurance, along with written evidence of payment of all required premiums, shall be filed with the City and remain current during the term of the Permit. All such policies shall name the City as an additional insured, with a waiver of subrogation and shall contain a provision that written notice of cancellation or reduction in coverage of the policy shall be delivered by registered mail to the City at least thirty (30) days in advance of the effective date thereof. Failure to provide the City with the required certificates of insurance shall not excuse a Permittee from having the required insurance coverage or from indemnifying the City as set forth herein.

Compliance with traffic regulations.

- (1) A Permittee, having been issued a Permit under the City's Code to engage in the business of operating an Electric Carriage within the corporate limits of the City, shall be subject to all traffic laws, rules and regulations now in effect in the City or the State of Florida, or as adopted or enacted from time to time.
- (2) A Permittee may only use a City Approved Electric Carriage Stand to pick up and drop off its customers. The City may from time to time formulate and promulgate reasonable rules and regulations for the use of Approved Electric Carriage Stands so as to ensure equality of opportunity between operators, and to prevent discrimination between carriage stands and to prevent unfair practices between the owners, operators and drivers of such Electric Carriages for hire. The City reserves the right, in its sole discretion, to relocate, add or remove Approved Electric Carriage Stands.

Rates and charges to be displayed.

Each Permittee shall prominently display, in each permitted Electric Carriage, a card or sign which shows the schedule of the rates and charges for the transportation services furnished by the Permittee, the City permit number of such Electric Carriage and the name and address of both the Permittee and driver of such Electric Carriage. Such card or sign shall be posted in a conspicuous place in the Electric Carriage while it is in use in the City, so that it is clearly visible to all passengers. It shall be unlawful for any Permittee, operator,

agent, lessee or driver of any Electric Carriage to charge more than the rate so posted.

Condition and inspection of Electric Carriages.

- (1) Each Electric Carriage shall be kept in a safe condition at all times. The City shall have the right to inspect, or cause to be inspected, any Electric Carriage as often as may be necessary for the purpose of ascertaining and causing to be corrected any unsafe conditions or any violations of the City's Code or any other rule, regulation, ordinance or law relating to the operation of such Electric Carriages in the corporate limits of the City.
- (2) If any Electric Carriage shall fail to pass such inspection, it shall be removed from service on the day of inspection, and shall remain out of service until it has passed inspection.
- (3) No signs other than those required by the City's Code shall be allowed on any permitted Electric Carriage.
- (4) Each Permittee shall assign qualified persons to be in charge of their operations in the City and shall give the contact information for such person to the City.
- (5) The operator or driver of a permitted Electric Carriage shall be well groomed and properly attired at all times as well as wear a tag bearing the operator's or driver's name.
- (6) The City may request the dismissal of any employee of a Permittee or an operator or driver of a permitted Electric Carriage, who violates any provision of the City's Code or who is wanton, willful, negligent, or discourteous in the performance of his or her services.
- (7) Each Permittee shall provide operating and safety training for all employees and/or contractors.

Suspension or Revocation of permits.

Whenever there is reasonable cause to believe that a Permittee is violating the provisions of the City's Code, the City may, in addition to any other remedies available under the law, upon written notice to the Permittee, sent certified mail, return receipt requested, suspend a Permit issued to a Permittee until such time as the violations are corrected to the satisfaction of the City. If a violation is not corrected within thirty (30) days, a Permit may be revoked. Any Permittee whose Permit is revoked under this section may, within five (5) days of receipt of the revocation, submit a written appeal to the City Clerk to be heard by the City Council. The appeal shall be limited to the issues of the revocation and compliance with the provisions of the City's Code and the Permit, and shall be placed on the next available City Council agenda for consideration. The decision of the City Council related to the appeal shall be final.

INDEMNIFICATION

In consideration of the privilege to participate in the operation of Electric Carriages, at the above stated address, the Registered Owner/Company does hereby indemnify and hold harmless the City, its officers, employees, and the like, from any and all claims, causes of action, liabilities, damages, costs, including attorney's fees, arising from or in any way related to the Register Owner's/Company's participation in the operation of Electric Carriages and the activities permitted therein.

The Registered Company assumes sole responsibility for abiding by the City of Mount Dora Land Development Code, the City of Mount Dora Code of Ordinances and/or the rules, regulations and laws of the state of Florida.

CERTIFICATION AND SIGNATURE

The Registered Owner/Company hereby acknowledges that he/she has read the provisions set forth in Ordinance No. 2022-12 regarding the regulations and guidelines Electric Carriages. The Applicant's signature below hereby certifies that he/she has been made aware of the registration requirements, criteria, regulations, and standards.

I hereby agree to all provisions contained in this Application/Permit and certify that the information provided herein to be true and correct.

OWNER SIGNATURE

DATE

PRINT: _____
(Owner Name)

FOR OFFICIAL USE ONLY

(Upon approval by all Applicable City Departments and issuance, this Permit shall be valid)

Department Approvals:

Fire: _____

Planning: _____

Date: _____

Date: _____

Police: _____

Special Events: _____

Date: _____

Date: _____

Public Works: _____

Permit # _____

Date: _____

ATTACHMENT #3



CITY OF
MOUNT
DORA

ELECTRIC CARRIAGE PERMIT

One permit per Carriage

BUSINESS OWNER NAME: _____

OWNER REPRESENTATIVE/AGENT OWNERS NAME:

STAGING LOCATION: _____

CARRIAGE DESCRIPTION: _____

THIS PERMIT IS ISSUED BASED ON THE APPLICATION SUBMITTED BY THE OWNER AND APPROVED BY THE CITY OF MOUNT DORA AND PURSUANT TO THE RULES AND REGULATIONS SET FORTH IN THE CITY OF MOUNT DORA CODE OF ORDINANCES.

ISSUE DATE: _____

EXPIRATION DATE: _____

Authorized Public Works Signature

Date

CERTIFICATE NUMBER

EC001

Commented [SGS1]: Is this date necessary since the issue date is above?

ORDINANCE NO: 2022-12

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO AN AMENDMENT TO CHAPTER 42 OF THE CITY OF MOUNT DORA CODE OF ORDINANCES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a primary objective of the City of Mount Dora Economic Development is to promote tourism by enhancing the City of Mount Dora as a welcoming destination for visitors; and

WHEREAS, the City has codified certain traffic control regulations in Chapter 42, of the City of Mount Dora Code of Ordinances; and

WHEREAS, the City desires to create a new article within Chapter 42, of the City of Mount Dora Code of Ordinances to include Electric Carriages; and

WHEREAS, the City has determined that expanding Chapter 42 of the City of Mount Dora Code of Ordinances to include Electric Carriages will promote tourism and further the Economic Development mission and goals of the City of Mount Dora.

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

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City of Mount Dora has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDING CITY OF MOUNT DORA CODE OF ORDINANCE, CHAPTER 42, TRAFFIC AND VEHICLES. The City of Mount Dora Code Ordinances, Chapter 42 – Traffic and Vehicles, is hereby amended as follows:

Note: Underlined words constitute additions to existing text.

CHAPTER 42 – TRAFFIC AND VEHICLES

The following new article and sections are added within Chapter 42:

ARTICLE IV. – ELECTRIC CARRIAGES

A. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Approved Plan means the route of streets over which an Electric Carriage may travel within the corporate limits of the City of Mount Dora.

Approved Electric Carriage Stand means a location within the corporate limits of the City of Mount Dora which is approved by the City for a Permittee to pick up and drop off customers.

Electric Carriage means a vehicle which is propelled by one or more electric motors, using only energy stored in batteries, which has a unique princess-style look or shape and is capable of being used for the transportation of passengers.

Permit means the grant by the city to operate an Electric Carriage upon specified streets within the corporate limits of the City of Mount Dora.

Permittee means and includes, but is not limited to, an individual, firm, partnership, corporation, company, or any association who holds a Permit for the operation of an Electric Carriage within the corporate limits of the City of Mount Dora.

B. Compliance with this article required.

The operation of Electric Carriages within the corporate limits, and upon the streets of the City as specified in the Approved Plan, shall be subject to the conditions, regulations and restrictions set forth in this article and the Permit.

C. Permit required.

It shall be unlawful to operate, or cause to be operated, an Electric Carriage upon any streets within the corporate limits of the City unless a Permit has been issued therefor by the City. The Permit shall be affixed to the Electric Carriage for which it has been issued and shall be nontransferable to another Electric Carriage except for a replacement Electric Carriage.

D. Application for permit.

- (1) Any person desiring to obtain a permit to operate an Electric Carriage in the City shall submit a written application to the City in the form approved by the City.
- (2) The initial Permit issued to any Permittee shall be for a temporary period of six (6) months. At the end of the temporary Permit term, the Permit may either be extended or revoked. If extended, the Permit may be renewed in accordance herewith prior to October 1. If the temporary Permit is revoked, the Permittee may, within five (5) days of receipt of the revocation, submit a written appeal to the City Clerk to be heard by the City Council. The appeal shall be limited to the issues of compliance with the

provisions of this article and compliance with the provisions of the Permit and shall be placed on the next available City Council agenda for consideration. The decision of the City Council related to the appeal shall be final.

- (3) After the initial Permit, every Permit shall expire on October 1, each year, and must be renewed, in accordance with the requirements set forth herein, prior to October 1, each year.
- (4) Upon receipt of a complete application for a Permit and the fee imposed therefor by the City from time to time by Resolution.
- (5) Any person whose Permit for operation of an Electric Carriage in the City has been denied may, within five (5) days of receipt of the denial, submit a written appeal to the City Clerk to be heard by the City Council. The appeal shall be limited to the issues of the completeness of the application and compliance with the provisions of this article and shall be placed on the next available City Council agenda for consideration. The decision of the City Council related to the appeal shall be final.
- (6) The initial monthly fee for any Permit issued hereunder shall be five percent (5%) of the gross receipts of the Electric Carriage for which the Permit is issued. The holder of any Permit shall allow the City to inspect its books and accounting records related to the operation of such Electric Carriage at any reasonable time to ensure compliance with this subsection. The fee shall be paid monthly based upon the previous month's receipts to the City as directed by the City. The monthly Permit fee set forth herein may be reviewed by the City on an annual basis. The City may revise the Permit fee no more frequently than once each year.
- (7) No more than three (3) Permits shall be issued and active in the City at any given time. Permits shall be evaluated in the order received.
- (8) If a Permit issued under this section is lost or destroyed, the permit holder may obtain a duplicate Permit upon payment of a service charge in an amount imposed by the City from time to time by Resolution. A Permit may be transferred to a replacement Electric Carriage upon payment of a transfer fee in an amount imposed by the City from time to time by Resolution.
- (9) All persons holding an Electric Carriage Permit must maintain, in active operation, the Electric Carriage for which the Permit was issued. Any permit for an Electric Carriage which remains dormant for more than sixty (60) days may be declared void by the City.
- (10) Any Permittee to whom an Electric Carriage Permit has been issued may be entitled to renew such permit from year to year, provided that such Permittee is in full compliance with the provisions of this article and the Permit, and a renewal application, in the form acceptable to the City, and the appropriate renewal fee, as imposed by the City from time to time by Resolution, have been submitted to the City

by October 1. Upon receipt of the renewal application, the City shall grant or deny the renewal Permit. In the event of denial of a renewal Permit, the person may, within five (5) days of receipt of the denial, submit a written appeal to the City Clerk to be heard by the City Council. The appeal shall be limited to the issues of the completeness of the application and compliance with the provisions of this article and the Permit, and shall be placed on the next available City Council agenda for consideration. The decision of the City Council related to the appeal shall be final.

E. Adherence to Approved Plan.

Permittees must adhere to the routes and rates specified in the Approved Plan. Any deviation from the Permit and Approved Plan shall be a violation of this article.

F. Liability and indemnification.

- (1) By accepting an Electric Carriage Permit from the City, the Permittee agrees to be liable for any and all damages, losses, and expenses incurred, by the City, in any way related to the Electric Carriage and/or operation of the same within the corporate limits of the City. The Permittee further agrees to indemnify, defend and hold the City harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the Permittee, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to operation of the Electric Carriage within the corporate limits of the City. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts required by this article and shall survive revocation or expiration of a Permit issued to a Permittee.
- (2) The Permittee shall maintain, throughout the term of the Permit, the following types and amounts of liability insurance: insured:
 - (a) Workers' and unemployment compensation insurance as provided by the laws of Florida.
 - (b) One hundred thousand dollars for property damage, bodily injury, or death payable to any one person and \$200,000.00 for property damage, bodily injury or death when totaled with all other claims or judgments arising out of the same incident or occurrence.
- (3) The insurance policies obtained by a Permittee in compliance with this section shall be issued by a company acceptable to the City and a current certificate of insurance, along with written evidence of payment of all required premiums, shall be filed with the City and remain current during the term of the Permit. All such policies shall name the City as an additional insured and shall contain a provision that written notice of cancellation or reduction in coverage of the policy shall be

delivered by registered mail to the City at least thirty (30) days in advance of the effective date thereof. Failure to provide the City with the required certificates of insurance shall not excuse a Permittee from having the required insurance coverage or from indemnifying the City as set forth herein.

G. Compliance with traffic regulations.

- (1) A Permittee, having been issued a Permit under this article to engage in the business of operating an Electric Carriage within the corporate limits of the City, shall be subject to all traffic laws, rules and regulations now in effect in the City or the State of Florida, or as adopted or enacted from time to time.
- (2) A Permittee may only use a City Approved Electric Carriage Stand to pick up and drop off its customers. The City may from time to time formulate and promulgate reasonable rules and regulations for the use of Approved Electric Carriage Stands so as to ensure equality of opportunity between operators, and to prevent discrimination between carriage stands and to prevent unfair practices between the owners, operators and drivers of such Electric Carriages for hire. The City reserves the right, in its sole discretion, to relocate, add or remove Approved Electric Carriage Stands.

H. Rates and charges to be displayed.

Each Permittee shall prominently display, in each permitted Electric Carriage, a card or sign which shows the schedule of the rates and charges for the transportation services furnished by the Permittee, the City permit number of such Electric Carriage and the name and address of both the Permittee and driver of such Electric Carriage. Such card or sign shall be posted in a conspicuous place in the Electric Carriage while it is in use in the City, so that it is clearly visible to all passengers. It shall be unlawful for any Permittee, operator, agent, lessee or driver of any Electric Carriage to charge more than the rate so posted.

I. Condition and inspection of Electric Carriages.

- (1) Each Electric Carriage shall be kept in a safe condition at all times. The City shall have the right to inspect, or cause to be inspected, any Electric Carriage as often as may be necessary for the purpose of ascertaining and causing to be corrected any unsafe conditions or any violations of this article or any other rule, regulation, ordinance or law relating to the operation of such Electric Carriages in the corporate limits of the City.
- (2) If any Electric Carriage shall fail to pass such inspection, it shall be removed from service on the day of inspection, and shall remain out of service until it has passed inspection.
- (3) No signs other than those required by this article shall be allowed on any permitted Electric Carriage.

- (4) Each Permittee shall assign qualified persons to be in charge of their operations in the City and shall give the contact information for such person to the City.
- (5) The operator or driver of a permitted Electric Carriage shall be well groomed and properly attired at all times as well as wear a tag bearing the operator's or driver's name.
- (6) The City may request the dismissal of any employee of a Permittee or an operator or driver of a permitted Electric Carriage, who violates any provision of this article or who is wanton, willful, negligent, or discourteous in the performance of his or her services.
- (7) Each Permittee shall provide operating and safety training for all employees and/or contractors.

J. Suspension or Revocation of permits.

Whenever there is reasonable cause to believe that a Permittee is violating the provisions of this article, the City may, in addition to any other remedies available under the law, upon written notice to the Permittee, sent certified mail, return receipt requested, suspend a Permit issued to a Permittee until such time as the violations are corrected to the satisfaction of the City. If a violation is not corrected within thirty (30) days, a Permit may be revoked. Any Permittee whose Permit is revoked under this section may, within five (5) days of receipt of the revocation, submit a written appeal to the City Clerk to be heard by the City Council. The appeal shall be limited to the issues of the revocation and compliance with the provisions of this article and the Permit, and shall be placed on the next available City Council agenda for consideration. The decision of the City Council related to the appeal shall be final.

SECTION 3. IMPLEMENTATION OF ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as deemed necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed prudent.

SECTION 4. CODIFICATION AND SCRIVENER'S ERRORS.

A. The revisions to City of Mount Dora Code of Ordinances, Chapter 42, Traffic and Vehicles, as set forth in Section 2 above shall be codified in the City of Mount Dora Code of Ordinances.

B. The sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the City of Mount Dora Code of Ordinances.

C. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION 5. **SAVINGS CLAUSE.** All prior actions of the City pertaining to the amendments to City of Mount Dora Code of Ordinances, Chapter 42, Traffic and Vehicles, as well as any and all other applicable matters, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. **CONFLICTS.** All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that any code or ordinance that provides for an alternative process to effectuate the general purposes of this Ordinance shall not be deemed a conflicting code or ordinance.

SECTION 7. **SEVERABILITY.** If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. **EFFECTIVE DATE.** This Ordinance shall become effective immediately upon enactment by the City of Mount Dora.

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



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

DATE: September 20, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of Final Reading of **Ordinance No. 2022-10**, Land Development Code Amendment

Introduction:

This is a request for City Council to approve the final reading of Ordinance No. 2022-10.

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Public Hearing
Discussion
Council Action

Discussion:

As directed by the City Council following action on a proposed Charter Amendment (Ordinance No. 2022-08) to limit building heights in certain areas, attached is a proposal to amend the City's Land Development Code to provide enhanced variance criteria. The height limitation area was described as the "*Building Height Impact District*" (Attachment #1 is a map of the areas). This ordinance effective date, if so accepted, will be subject to the November 8, 2022, general election ballot pertaining to the Charter Amendment, as the contents of the proposed LDC Amendment are related.

On September 21, 2021, City Council adopted Resolution No. 2021-115, which created the Building Height Advisory Committee. On March 4, 2022, the Building Height Advisory Committee provided several recommendations to City Council; enclosed is a summary of the recommendations prepared by the Committee dated March 17, 2022. One of the recommendations, in addition to consideration of a Charter Amendment, was an amendment to the City's Land Development Code to create additional variance criteria for properties within the Building Height Impact District.

The proposed Charter Amendment language allows for variances of five (5) feet building height for buildings within the Historic Preservation Review Boundary and buildings within 100 feet of Lake Dora shoreline. As such, the Building Height Committee recommended establishing a new criterion for variance requests pertaining to building height. Enclosed in a draft LDC amendment to implement the proposed criterion for variance requests pertaining to building height. The proposed criteria for a variance request pertaining to building height is more restrictive than the existing criteria for variance requests.

The Building Height Committee also recommended removing the 55 foot height allowance for parking garages in specific zoning districts. The height for parking garages was amended by Ordinance No. 2020-20 enacted on April 4, 2021. The Building Height Committee reasoned that the height of parking garages should be consistent with the height limitations of the underlying zoning district. The draft LDC Amendment removes the 55 feet for parking garages. If adopted, parking garages in the downtown area would be limited in height to 35 feet and further reduced to 25 feet along the Lake Dora shoreline.

Note: The legal advertisement for the adoption hearing publication is provided in Attachment #2.

The sequence of events leading to the presentation to the City Council are as follows:

The City Council at their regularly scheduled meeting held on September 6, 2022, recommended approval of the First Reading of Ordinance No. 2022-10 and hold hearing for the Second Reading and Final adoption.

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on August 17, 2022, recommended the proposed LDC ordinance for approval. The PZC made a motion to approve the ordinance as presented but the motion failed due to a split vote (3-3). As such, the PZC was unable to provide an affirmative recommendation to the ordinance.

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on July 20, 2022, continued the draft LDC Amendment (Vote 6-0. One member was absent) in order to clarify the action of the Building Height Advisory Committee regarding adoption of the enhanced code changes.

Budget Impact:

Codification by the Municipal Code Corporation and legal notices for MDCO Amendment costs are estimated at \$3,500.

Strategic Impact:

Regulations related to design standards advance a legitimate public purpose and promote and protect the health, safety and welfare of the citizenry of Mount Dora and is consistent with Goal 1: Economic Development.

Recommendation:

City Council approve the Final Reading of Ordinance No. 2022-10, Land Development Code Amendment.

Attachment(s):

1. Attachment 1 Building Height Impact District Map
2. Attachment 2 Legal Ad Publication (ADA)
3. LDC Ord 2022-10(Final Reading).SGS

Prepared by: Vince Sandersfeld, Planning and Development Director

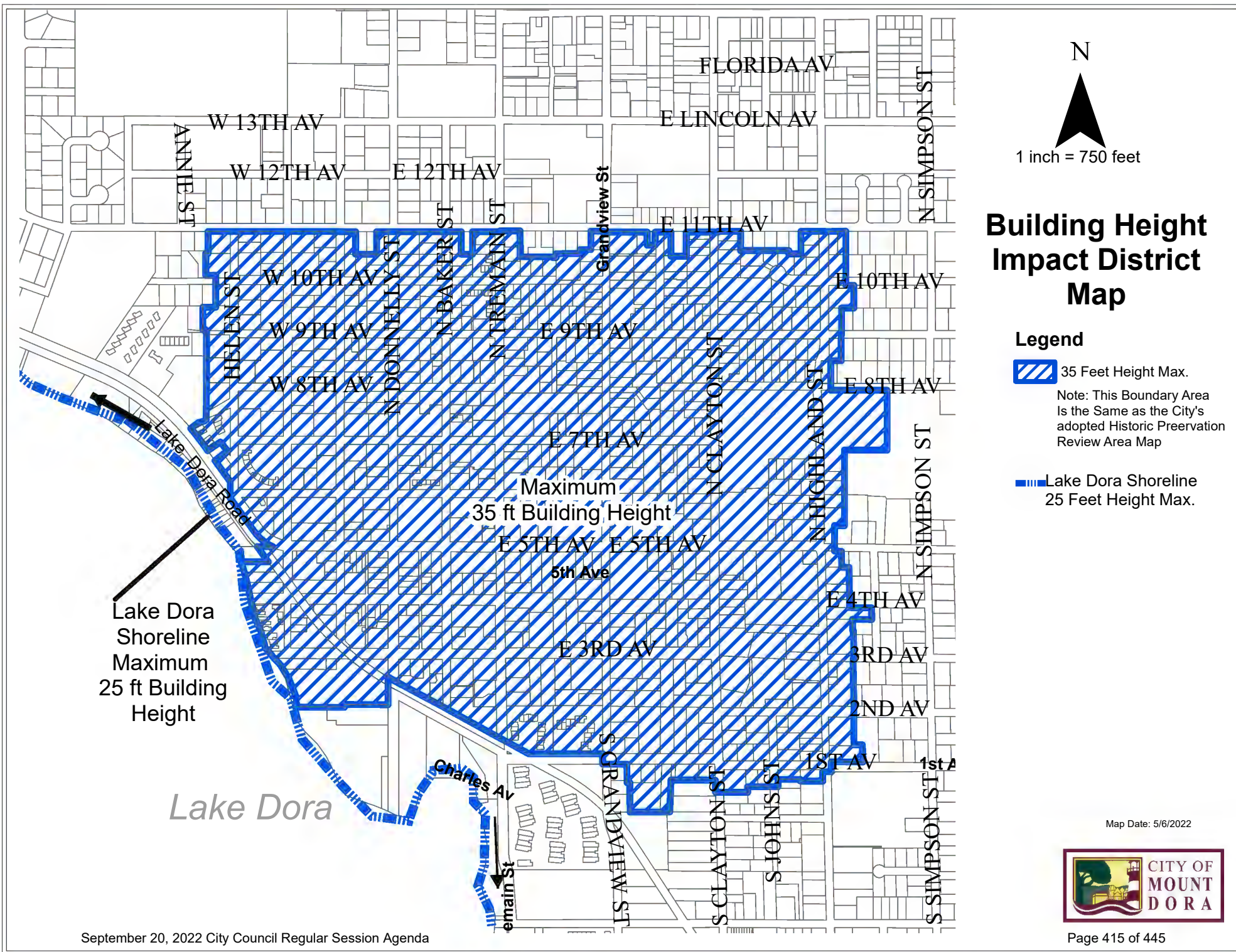
Reviewed by: Sherry Sutphen, City Attorney
Jessica Burnham, City Clerk
Jeanann Hand, Deputy City Clerk
Patrick Comiskey, City Manager

Approved - 9/15/2022

Approved - 9/15/2022

Approved - 9/15/2022

Final Approval - 9/15/2022



**NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2022-10
CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2022-10. The final public hearing on the ordinance will be held on Tuesday, September 20, 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 2022-10 is as follows:

ORDINANCE NO: 2022-10

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO REVISIONS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CITY OF MOUNT DORA LAND DEVELOPMENT CODE; TO PROVIDE FOR BUILDING HEIGHT VARIANCE REGULATIONS AND ASSOCCATED PROVISIONS; CHAPTER II, GENERAL, CHAPTER III ZONING REGULATIONS, AND CHAPTER VIII, DEFINITIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR 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): September 9, 2022

ORDINANCE NO: 2022-10

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO REVISIONS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CITY OF MOUNT DORA LAND DEVELOPMENT CODE, CHAPTER II, GENERAL, CHAPTER III ZONING REGULATIONS, AND CHAPTER VIII, DEFINITIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Chapter 166, confers upon a local government, the authority to adopt regulations designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, pursuant to its home rule powers, the City of Mount Dora may regulate land use matters and design standards within the City limits through the adoption of Land Development regulations; and

WHEREAS, from time to time the City of Mount Dora provides updates and amendments to its Land Development regulations; and

WHEREAS, on September 21 2021, the City adopted Resolution No. 2021-115, which created the Building Height Advisory Committee and on March 17, 2022, following absolute dedication and clear focus to the task at hand, the City of Mount Dora Building Height Advisory Committee recommended various building height regulations to the City Council; and

WHEREAS, based on the report and recommendations of the Building Heights Advisory Committee, on June 7, 2022, the City of Mount Dora adopted Ordinance No. 2022-08, which calls for a proposed amendment to the City's Charter, limiting building height in certain areas with special provisions for variance capabilities, not to exceed 5 additional feet, to be placed on the ballot for consideration by the voters in the City of Mount Dora; and

WHEREAS, in the event the Charter Amendment passes after a vote of the electorate, the City of Mount Dora has determined that certain amendments to its Land Development Code will be necessary, and will advance a legitimate public purpose and promote and protect the health, safety and welfare of the citizens of the City of Mount Dora.

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

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City of Mount Dora has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDMENTS TO CITY OF MOUNT DORA LAND DEVELOPMENT CODE, CHAPTER II, GENERAL, CHAPTER III ZONING REGULATIONS, AND CHAPTER VIII, DEFINITIONS. The City of Mount Dora Land Development Code, is hereby revised and amended as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ constitutes deletions from existing text and asterisks (***) indicate omitted parts which are intended to remain unchanged.

CHAPTER II. – GENERAL

Section 2.5. - Planning and zoning commission.

Section 2.5.1 Powers and Duties

6. *Variances.* For lands located inside the boundary of the ‘Building Height Impact District’, as defined by sub-section 3.5.6.2, applicants shall adhere to the special variance provisions and public hearing procedures. All other variance types, shall meet the provisions of Section 2.5 of this code. The planning and zoning commission shall hear and decide requests for variances from the terms of the zoning regulations where, owing to special conditions, a literal enforcement of the provisions will result in unnecessary and undue hardship upon, and personal to, the applicant therefor, and not surrounding properties. In order to authorize a variance, the commission must find:

c. That granting the variance requested will not confer on the applicant any special privilege that is denied ~~by the chapter~~ to other lands, buildings or structures in the same zoning district;

d. That literal interpretation of the provisions would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the chapter and would result in work [incur] unnecessary and undue hardship on the applicant;

In granting any variance within their authority, the commission may prescribe appropriate conditions and safeguards, the violation of which shall be deemed a violation of this code. The commission may also prescribe a reasonable time limit within which the action for which the variance was requested shall be begun, completed or both.

CHAPTER III. - ZONING REGULATIONS

3.4. - Establishment of zoning districts.

3.4.5. PUD Planned Unit Development District:

4. *Site development standards.* Unless modified as provided for herein, the standards of conventional zoning districts and the design standards of this code shall apply. Revised standards may be approved for a PUD project to encourage creative development when the development proposal demonstrates increased protection of natural resources, improved living environment or increased efficiency of service delivery.

g. Special restrictions for a proposed PUD's located within the Building Height Impact District: Property located within the Building Height Impact District, as defined in sub-section 3.5.6.2, is subject to the building height limitation of the Building Height Impact District. No PUD may exceed the height restrictions of sub-section 3.5.6.2 of this code. Building and/or structure height maximum shall be 35 feet and within 100 feet of the normal high water control level of Lake Dora, shall be at a maximum of 25 feet within the Building Height Impact District.

5. *Site development standards:*

b. Maximum building heights: 35 feet, and

±. ~~Within~~ within 100 feet of the normal high water control level of Lake Dora: 25 feet.

~~ii. Parking garage maximum height: 55 feet and 25 feet within 100 feet of Lake Dora.~~

3.4.7-A C-2-A Peripheral Commercial District.

Ordinance No. 2022-10

5. *Site development standards:*

b. Building height maximum: 35 feet and 25 feet within 100 feet of the normal high water control level of Lake Dora.

~~i. Exception: Buildings within 100 feet of Lake Dora shall be at a maximum of 25 feet.~~

~~ii. Parking garage maximum height: 55 feet and 25 feet within 100 feet of Lake Dora.~~

3.4.13. *PLI Public Lands and Institutions District.*

5. *Site development standards:*

b. Maximum building height: 35 feet, and
~~Parking garage maximum height: 55 feet and~~ 25 feet within 100 feet of the normal high water control level of Lake Dora.

3.4.16. *MU-1 Mixed Use Traditional and MU-2 Mixed Use Downtown Districts:*

7. *Site development standards:* The following requirements shall be observed in all mixed-use developments, except where the requirement is more specifically attributed to horizontal mixed use, or vertical mixed use, as the case may be.

c. *Maximum height* shall be restricted by district as follows:

(2) *MU-2:* Building height is limited to 35 feet and cannot exceed 25 feet in height for building buildings that are located within 100 feet of Lake Dora or in any other location in the MU-2 district where surrounding scenic views of Lake Dora cannot be maintained. ~~Parking garage maximum height 55 feet.~~

3.5. - Supplemental regulations.

3.5.6. Height.

1. Building and structure heights for lands located outside the Building Height Impact District may not exceed 35 feet for all zoning districts, except 60 feet within the MU-1 district, 65 feet within the C-3 district, and 100 feet within the WBI-E and WBI-G districts; and maximum 55 height for parking garages within the C-2, C2A, and PLI and MU-2 zoning districts. Chimneys, water, fire, telecommunication, radio and television towers, church spires, cooling towers, elevator bulkheads, smokestacks, and similar structures, and their necessary mechanical appurtenances may exceed 35 feet, subject to the restrictions herein, and any height limitations placed on such structures by the Federal Aviation Administration. No building, parking garage, or other structure shall exceed 25 feet if such building or structure is to be located within one hundred (100) feet of the normal high water control level of Lake Dora, or in any other location where surrounding scenic views of Lake Dora would be destroyed. Flagpoles may not exceed 45 feet in height in all zoning districts.

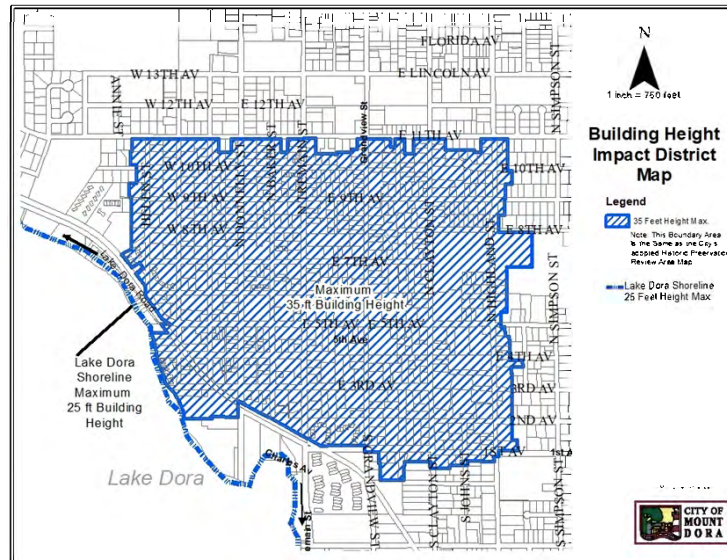
2. Building Height Impact District

a. The purpose and intent of this section is to help safeguard the cultural heritage, architectural uniqueness and general historic character of the City of Mount Dora, among other objectives as enacted. It accomplishes these purposes by establishing regulatory provisions that regulate unacceptable building and structural heights within the special area designated as the 'Building Height Impact District' within the map depiction geographically shown below. Further, the purpose of this sub-section is to promote the preservation and appreciation of properties within this district, to contribute to the overall economic health of the downtown area, to reduce adverse environmental impacts, to help ensure that future development and improvements remain consistent with the prevailing architectural character of the designated area and to help protect stable neighborhoods located within and in the vicinity of the Building Height Impact District.

The Building Height Impact District is pursuant to the provisions of the City of Mount Dora Charter, Article VII, Building Heights, Section 32, Limitations, Exceptions, Variances.

b. Any proposed text or map changes to Section 3.5.6.2 as it relates to the height of buildings and structures within the Building Height Impact District shall not be considered until it has been placed on a clearly worded ballot and decided by a majority vote (meaning at least one more vote over the minimum majority vote) of Mount Dora electorate.

Building Height Impact District Map



c. Height regulations affecting areas and lands within the Building Height Impact District (see map) specific for two distinct areas along with other provisions are as follows:

- i. The allowable height of buildings and structures located within the City's Historic Preservation Review Area as depicted in the City of Mount Dora Comprehensive Plan 2045, Future Land Use Map Series, Map II-2e, shall not exceed 35 feet; excluding but not limited to chimneys, water, fire, telecommunication, radio and television towers, church spires, cooling towers, elevator bulkheads, smokestacks, and similar structures, and any related necessary mechanical appurtenances. In no such case shall such appurtenance as described herein exceed five (5) feet in height, yielding a maximum building height of 40 feet.
- ii. No building or other structure shall exceed 25 feet if such building or structure is to be located within 100 feet of the normal high water control level of Lake Dora. Addition provisions include other location that would visually block 75% or more of surrounding panoramic view of Lake Dora. The maximum height as described herein excludes but not limited to chimneys, water, fire, telecommunication, radio and television towers, church spires, cooling towers, elevator bulkheads, smokestacks, and similar structures, and any related necessary mechanical appurtenances. In no such case shall such appurtenance as described herein exceed five (5) feet in height, yielding a maximum building height of 35 feet.
- iii. All building and structures shall adhere to applicable regulatory provisions as required by the Federal Aviation Administration.
- iv. Flagpoles may not exceed 45 feet in height.

d. Variances Building Height Requirements within the 'Building Height Impact District'. The Planning and Zoning Commission shall provide and forward a recommendation to the City Council for final action.

Following deliberation and public hearings of the proposed height variance request, the Planning and Zoning Commission and City Council shall find that the applicant has provided demonstrable substantial competent evidence that they have met each of the requirements cited below and the failure to meet any one of these items shall result in the Planning and Zoning Commission recommending denial and the City Council shall disapprove the variance application. Variance for such request shall provide an application and related fees of this code. City Council's action for approval shall be by a supermajority vote (meaning at least one more vote over the minimum majority vote). These requirements and variance criteria are as follows:

- i. No building or structure shall exceed 40 feet in height located within the City's Historic Preservation Review Area as depicted in the City of Mount Dora Comprehensive Plan 2045, Future Land Use Map Series, Map II-2e, except that no building or structure shall exceed 30 feet in height within the 100 feet of the normal high water control level;
- ii. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings within otherwise similarly situated properties;
- iii. That the special conditions and circumstances have not resulted from and do not result from the actions of the applicant;
- iv. That granting the variance requested will not confer on the applicant any special privilege that is denied to other lands, buildings or structures in the same zoning district;
- v. That literal interpretation of the provisions would deprive the applicant of rights commonly enjoyed by other similarly situated properties under the terms of the chapter and would effect an unnecessary and undue hardship on the applicant to the extent that the absence of the requested variance would essentially constitute a taking of the property;
- vi. That the variance, if granted, would result in the minimum necessary impact in order to make possible the reasonable use of the land, building or structure;
- vii. That the grant of the variance will be in harmony with the general intent and purpose of this code and the comprehensive plan, will not in any way be detrimental to the subject property, the surrounding neighborhood or the public health, safety or welfare. The Planning and Zoning Commission may recommend and City Council may prescribe appropriate conditions to further protect the public, health, safety and welfare;
- viii. Shall provide enhanced architectural standards, elements, features and other design standards; and
- ix. Additional building floors, improvements, or vertical expansions to existing structures are not allowed.

e. The following public hearing requirements for building or structural height variance applications within the 'Building Height Impact District' shall be as follows:

- i. The Planning and Zoning Commission shall hold at least one public hearing with proper public notice of this sub-section and shall provide their recommendation for either approval, approval with conditions, or denial to the City Council for consideration and final action.
- ii. Following receipt of the planning and zoning commission recommendation, the city council shall hold a public hearing with proper public notice before taking final action on the variance application under review.
- iii. In the city council public hearing where final action is taken, any approval or approval with condition shall be achieved with at least a supermajority vote (at least one more vote beyond a simple majority) of voting members of council present during these proceedings.

f. Public Notice for Publication and Posting Requirements:

- i. The City shall be required publish notice of a public hearing noticed on a variance application to be prepared and published in a newspaper having general circulation in the City within 10 days of scheduled Planning and Zoning Commission or City Council public hearings. Notice shall be published in the non-legal (i.e display advertisement) section of the newspaper. Ad size shall be minimum two columns wide.
- ii. Owners of real property within 300 feet of the land subject to an application shall be mailed via United States Postal Service a notice of the variance request; and the owner names and addresses used to mail required notice to owners of neighboring property shall be those shown on the current ad valorem tax rolls of Lake County.
- iii. Public Notice Requirements (Posted Sign or Signs): The City shall be required to post notice of a minimum size 8-1/2 inches by 17 inches poster size on the land subject to the application for variance, at a location adjacent to each abutting street that is clearly visible to traffic along the street. If no part of the subject land abuts a street, then the notice shall be posted in the right-of-way of the nearest street, and in a manner consistent with the intent of the provisions of this code.
- iv. Posted notice shall be in a manner established by the Planning Director.
- v. The content of required public notice shall, at a minimum include the following: Identify the application; describe the nature and scope of the proposed variance request or action; and identify the date, time, and location of the public hearing(s) being noticed.

CHAPTER VIII. - DEFINITIONS

The following definitions shall apply throughout this code. Words not specifically defined or otherwise explained within this code shall be as defined in a standard dictionary or as understood by the development review coordinator. Definitions specifically related to signage shall be found within Chapter VI, Design Standards, Section 6.7, Signs.

Variance: As it relates to the Land Development Code ~~used in connection with the provisions of this act dealing with zoning~~, a variance is a relaxation ~~of the terms of the zoning ordinance dimensional requirements~~ and where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the ordinance would result in unnecessary and undue hardship. As used ~~herein in this act~~, a variance is authorized only for ~~height~~, area, dimensions, and size of buildings, structures or size of yards and open spaces. Establishment or expansion of a use otherwise prohibited shall not be allowed by variance, nor shall a variance be granted because of the presence of nonconformities in the zoning district or classification or adjoining zoning districts or classifications. The provisions of the zoning regulations carry the presumption of correctness and variances shall not be the instrument used to dilute this fundamental tenant of land use regulation.

SECTION 3. IMPLEMENTATION OF ADMINISTRATIVE ACTIONS.

The City Manager is hereby authorized and directed to take such actions as deemed necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed prudent.

SECTION 4. CODIFICATION AND SCRIVENER'S ERRORS.

A. The revisions to City of Mount Dora Land Development Code, as set forth in Section 2 above, shall be codified in the City of Mount Dora Code of Ordinances.

B. The sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the City of Mount Dora Land Development.

C. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION 5. SAVINGS CLAUSE. All prior actions of the City pertaining to the amendments to the City of Mount Dora Land Development Code as set forth herein, as well as any and all other applicable matters, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. **CONFLICTS.** All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that any code or ordinance that provides for an alternative process to effectuate the general purposes of this Ordinance shall not be deemed a conflicting code or ordinance.

SECTION 7. **SEVERABILITY.** If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. **EFFECTIVE DATE.** This Ordinance shall become effective if a majority of the electors, voting in the general election on November 8, 2022, vote in favor of such amendment enacted by Ordinance No. 2022-08 on June 7, 2022. Thereafter, the approved amendment shall be codified into the City of Mount Dora Land Development Code and be renumbered or re-lettered as deemed appropriate by the codifier.

PASSED AND ADOPTED this 20th day of September 2022.

FIRST READING: September 6, 2022

SECOND READING: September 20, 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



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

DATE: September 20, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of **Resolution No. 2022-53**, Electric Carriage Rates

Introduction:

This is a request for City Council to approve Resolution No. 2022-53, Electric Carriage Rates.

Discussion:

At the September 20th meeting, City Council will be presented Ordinance No. 2022-12 for consideration which adds Article IV within Chapter 42 of the City of Mount Dora Code of Ordinances to include the operation of Electric Carriages within the jurisdictional limits of the City of Mount Dora. If approved, pursuant to the provisions set forth in Ordinance No. 2022-12, the City shall adopt fees by Resolution related to the operation of Electric Carriages. The suggested rates are as follows:

- Electric Carriage Application Fee \$100.00
- Electric Carriage Duplicate Permit Fee \$10.00
- Electric Carriage Transfer Permit Fee \$10.00
- Electric Carriage Renewal Permit Fee \$50.00

These fees will be incorporated into the updated Master Fee Schedule to be presented at a future meeting for consideration.

Budget Impact:

City fees are adopted as a result of revenues generated to cover the operational costs required to provide certain services and/or programs.

Strategic Impact:

GOAL 3: Fiscal Resources / Human Resources

Recommendation:

City Council adopt Resolution No. 2022-53.

Attachment(s):

1. Reso No. 2022-53, Electric Carriage fees.SGS

Prepared by: Misty Sommer, Economic Development Manager
Reviewed by: GEORGE MAREK, Interim Public Works Director
Aneta Barton, Budget Director
Rita Meade, Interim Finance Director
Sherry Sutphen, City Attorney
Jeanann Hand, Deputy City Clerk
Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 8/16/2022
Approved - 8/16/2022
Approved - 8/17/2022
Approved - 9/15/2022
Approved - 9/15/2022
Approved - 9/15/2022
Final Approval - 9/15/2022

RESOLUTION NO. 2022-53

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO FEES ASSOCIATED WITH THE OPERATION OF ELECTRIC CARRIAGES WITHIN THE JURISDICTIONAL LIMITS OF CITY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ADOPTION OF FEES; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City has adopted Ordinance No. 2022-12, which added Article IV within Chapter 42, of the City of Mount Dora Code of Ordinances to include the operation of Electric Carriages within the jurisdictional limits of the City of Mount Dora; and

WHEREAS, pursuant to the provisions set forth Ordinance No. 2022-12, the City shall adopt certain fees by Resolution related to the operation of Electric Carriages within the jurisdictional limits of the City of Mount Dora; and

WHEREAS, the City has determined that it is in the best interest of the citizens of and visitors to the City of Mount Dora to establish certain fees related to the operation of Electric Carriages within the jurisdictional limits of the City of Mount Dora.

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

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

SECTION 2. Adoption of Fees. The following fees are hereby established related to the operation of Electric Carriages within the jurisdictional limits of the City of Mount Dora:

- | | | |
|----|----------------------|----------|
| A. | Application Fee | \$100.00 |
| B. | Duplicate Permit Fee | \$10.00 |
| C. | Transfer Permit Fee | \$10.00 |
| D. | Renewal Permit Fee | \$50.00 |

The aforementioned fees shall be incorporated into the Master Fee Schedule for the City of Mount Dora, as the same is amended and adopted from time to time.

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 fees associated with the operation of Electric Carriages, 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 ____ day of September, 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



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

DATE: September 20, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of **Resolution No. 2022-50**, Approval of Final Millage Rate

Introduction:

This is a request for the City Council to approve Resolution No. 2022-50, Final Millage Rate for the Fiscal Year 2022-2023 Budget.

Call Up Item
Mayor Asks Attorney to Read Resolution by Title Only
City Manager Background
Public Hearing
Discussion
Council Action

Discussion:

The Florida Statutes, including Section 200.065, the City Council shall adopt a final millage rate prior to the adoption of a final budget and shall otherwise comply with the controlling provisions of the law.

The Lake County Property Appraiser has certified the gross taxable value of property for operating purposes within the City of Mount Dora as \$1,552,911,834 and has certified a rolled-back rate of 5.5029 per \$1,000 of taxable value for the City of Mount Dora. The City Council of the City of Mount Dora, Florida, deems it necessary to levy and does hereby levy a final tax of \$5.9603 mills upon all real and personal property within the City for operational purposes. The operating levy of \$5.9603 mill represents an 8.31% increase from the rolled-back rate of \$5.5209 per \$1,000 of taxable value.

Budget Impact:

This establishes the Final Millage for Fiscal Year 2022-2023 which will be budgeted at an estimated \$8,793,029 (net of statutory discount) in ad valorem proceeds to the General Fund. The operating levy of \$5.9603 mill represents an 8.31% increase from the rolled-back rate of \$5.5029 per \$1,000 of taxable value.

Strategic Impact:

Financial and Economic Sustainability

Recommendation:

City Council to conduct a public hearing on the Final Millage Rate for Fiscal Year 2022-2023 and adopt Resolution No. 2022-50

Attachment(s):

Prepared by: Aneta Barton, Budget Director
Reviewed by: Sherry Sutphen, City Attorney
Jessica Burnham, City Clerk
Jeanann Hand, Deputy City Clerk
Patrick Comiskey, City Manager

Approved - 9/15/2022
Approved - 9/15/2022
Approved - 9/15/2022
Final Approval - 9/15/2022



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

DATE: September 20, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of **Resolution No. 2022-51**, Approval of Final Budget

Introduction:

This is a request for the City Council to approve Resolution No. 2022-51, Final Budget for Fiscal Year 2022-2023.

Call Up Item
Mayor Asks Attorney to Read Resolution by Title Only
City Manager Background
Public Hearing
Discussion
Council Action

Discussion:

The City Council of the City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The City Council pursuant to the Charter of the City of Mount Dora and Chapter 166, Florida Statutes, does hereby adopt the Final General Fund, Enterprise Funds and all other related Fund Budgets and Capital Improvement Programs (CIP's), in the amount of \$218,441,823 and are attached to the Resolution as Exhibit "A" which may later be amended by the City Council.

Florida Statutes, including Section 200.065, provide that the City Council shall adopt a Final Millage Rate prior to the adoption of a Final Budget and shall otherwise comply with the controlling provisions of Florida law.

Budget Impact:

Resolution No. 2022-51 establishes the Final Budget for Fiscal Year 2022-2023 for the General Fund, Special Revenue Funds, Debt Service, Capital Improvement Funds, Enterprise Funds and other Internal Services Funds at \$218,441,823.

Strategic Impact:

Financial and Economic Sustainability

Recommendation:

City Council to conduct a Public Hearing and adopt Resolution No. 2022-51.

Attachment(s):

1. Exhibit A Final Budget Fiscal Year 2022-23

Prepared by: Aneta Barton, Budget Director

Reviewed by: Sherry Sutphen, City Attorney
Jessica Burnham, City Clerk
Jeanann Hand, Deputy City Clerk
Patrick Comiskey, City Manager

Approved - 9/15/2022

Approved - 9/15/2022

Approved - 9/15/2022

Final Approval - 9/15/2022

Exhibit "A"

PROPOSED BUDGET FISCAL YEAR 2022 - 2023

FUND	Tentative Proposed 2022-49	Change from Tentative	Encumbrances	Approved Project Funding	Final Proposed 2022-51
001 - General Fund	\$ 26,034,761	\$ -	\$ 112,359	\$ 630,000	\$ 26,777,120
111 - Discretionary Sales Tax	\$ 1,798,097	\$ -	\$ 311,821	\$ 1,247,999	\$ 3,357,917
117 - Community Redevelopment Agency	\$ 3,043,184	\$ -	\$ -	\$ -	\$ 3,043,184
118 - Northeast Community Redevelopment Agency	\$ 8,420,199	\$ -	\$ -	\$ 246,926	\$ 8,667,125
123 - Protective Inspections	\$ 4,407,761	\$ -	\$ 50,000	\$ -	\$ 4,457,761
124 - Police Impact Fee	\$ 325,038	\$ -	\$ -	\$ -	\$ 325,038
125 - Fire Impact Fee	\$ 350,000	\$ -	\$ -	\$ -	\$ 350,000
126 - Library Impact Fee	\$ 687,502	\$ -	\$ -	\$ 20,000	\$ 707,502
127 - Parks Impact Fee	\$ 720,500	\$ -	\$ -	\$ 2,426,655	\$ 3,147,155
131 - Fire Assessment Fee	\$ 1,882,601	\$ -	\$ 31,967	\$ 9,738,436	\$ 11,653,004
150 - Cemetery	\$ 80,000	\$ -	\$ -	\$ -	\$ 80,000
200 - Debt Service	\$ 1,563,165	\$ -	\$ -	\$ -	\$ 1,563,165
310 - Capital Construction	\$ 14,946,935	\$ 246,926	\$ 6,182,267	\$ 9,110,506	\$ 30,486,634
410 - Electric	\$ 10,974,098	\$ 47,388	\$ 47,388	\$ 756,819	\$ 11,825,693
415 - Electric Construction	\$ 671,000	\$ -		\$ 804,207	\$ 1,475,207
421 - Water / Wastewater Utility	\$ 27,360,954	\$ 14,762,679	\$ 319,753	\$ -	\$ 42,443,386
422 - Wastewater Impact Fee	\$ 2,743,421	\$ -	\$ -	\$ 161,902	\$ 2,905,323
423 - Water Impact Fee	\$ 1,323,177	\$ -	\$ -	\$ 793,372	\$ 2,116,549
425 - Water / Wastewater Construction	\$ 12,875,000	\$ -	\$ 730,523	\$ 15,017,464	\$ 28,622,987
430 - Sanitation Utility	\$ 3,987,042	\$ -	\$ -	\$ -	\$ 3,987,042
440 - Stormwater Utility	\$ 3,619,743	\$ 379,156	\$ 108,246	\$ -	\$ 4,107,145
445 - Stormwater Construction	\$ 2,273,239	\$ -	\$ 41,431	\$ 445,971	\$ 2,760,641
500 - Public Work Warehouse	\$ 694,800	\$ -	\$ 591,026	\$ 18,127,522	\$ 19,413,348
501 - Vehicle Replacement	\$ 257,617	\$ -	\$ -	\$ -	\$ 257,617
510 - Self Insured Health	\$ 3,030,736	\$ -	\$ -	\$ -	\$ 3,030,736
515 - Property & Casualty & Workers Compensation	\$ 880,544	\$ -	\$ -	\$ -	\$ 880,544
Total City Wide Budget	<u>134,951,114</u>	<u>15,436,149</u>	<u>8,526,781</u>	<u>59,527,779</u>	<u>218,441,823</u>

FY 22-23 PO Encumbrance Roll-Over					
FY 22-23 Fund	Department	PO #	Vendor	Balance Amt.	Description
001	Public Relations	22-00400	PARTNER PLUS MEDIA	\$ 15,646	PRINTED & DIGITAL PROMOTIONAL BOOKLETS
	IT	22-00305	SHI INTERNATIONAL CORP	\$ 15,114	SMARSH TEXT ARCHIVING SOLUTION - 43230000-NASPO-16-ACS-SOFTWARE VAR
	Economic Development	21-51807	NEEL-SCHAFFER INC	\$ 25,000	VISTA RIDGE DRIVE PHASE 1 - DESIGN & TRAFFIC ANALYSIS
	General Govn't	22-00142	ALAN JAY AUTOMOTIVE NETWORK INC	\$ 27,676	2022 FORD TRANSIT CONNECT CARGO VAN XL
	General Govn't	22-00404	DEERE & COMPANY	\$ 12,772	PARKS - JOHN DEERE GATOR HPX615E - STOLEN EQUIPMENT REPLACEMENT
	General Govn't	22-00405	DEERE & COMPANY	\$ 16,151	PARKS - JOHN DEERE TRACTOR 1025R - STOLEN EQUIPMENT REPLACEMENT
				\$ 112,359	
111		22-00142	WATCHGUARD VIDEO	\$ 75,011	QUOTE# WMC-0136-11: VRE-V300-14-MOUNT DORA PD EL5
		22-00156	STINGRAY CHEVROLET	\$ 208,310	FIVE - 2022 CHEVROLET TAHOE POLICE RATED 2WD UTIL VEHICLES
		22-00315	GLOBAL PUBLIC SAFETY LLC	\$ 12,675	UPFITTING OF 2021 TAHOE FOR PATROL
		22-00327	GLOBAL PUBLIC SAFETY LLC	\$ 15,824	UPFITTING OF 2021 TAHOE FOR K9 UNIT
				\$ 311,821	
123		22-00397	CAP GOVERNMENT	\$ 50,000	CONTRACT SVCS - PLAN REVIEW & INSPECTIONS
				\$ 50,000	
131		21-51735	MUNICIPAL EQUIPMENT COMPANY, LLC	\$ 31,967	BUNKER GEAR
				\$ 31,967	
310		21-51520	ARCHITECTS DESIGN GROUP, INC.	\$ 51,860	FIRE STATION 35 - PHASE 2
		21-51574	GAI CONSULTANTS, INC.	\$ 39,440	CAULEY LOTT PARK - PHASE IV, V, VI
		21-51645	CRIBB PHILBECK WEAVER GROUP, INC.	\$ 121,494	STORMWATER MASTER PLAN FOR THE NORTHEAST CRA
		21-51683	ARCHITECTS DESIGN GROUP, INC.	\$ 10,780	FIRE STATION 35 - PHASE 1
		21-51706	ARCHITECTS DESIGN GROUP, INC.	\$ 5,887	FIRE STATION 34 - DESIGN SVCS
		21-51707	GAI CONSULTANTS, INC.	\$ 3,294	LINCOLN PARK REC & RESOURCE CTR SITE PLAN
		21-51717	CPH ENGINEERS, INC.	\$ 8,460	LINCOLN AVENUE POOL - PHASE 2
		21-51718	GAI CONSULTANTS, INC.	\$ 35,989	TRIANGLE ELEMENTARY JOINT USE PARK-DESIGN/ENGINEERING
		21-51730	ARCHITECTS DESIGN GROUP, INC.	\$ 2,550	PUBLIC WORKS BUILDING - PHASE 1
		22-00052	WHARTON-SMITH	\$ 2,303,936	GMP FOR FIRE STATION 35
		22-00053	ARCHITECTS DESIGN GROUP, INC.	\$ 352,493	FIRE ST 34/ADMIN/EOC-PHASE 2 DESIGN & ENGINEERING
		22-00107	KLEINFELDER	\$ 2,200	LIMIT AVE PROPERTY- VARIOUS UPDATE SURVEYS
		22-00109	ACF STANDBY SYSTEM LLC	\$ 58,558	GENERAC GENERATOR SET
		22-00128	FADEN BUILDERS, INC (LLC)	\$ 214,673	PALM ISLAND KAYAK & CANOE LAUNCH
		22-00136	BESCO ELECTRIC SUPPLY	\$ 5,457	ELECTRICAL PANELS AND GEAR
		22-00140	WHITE CAP CONSTRUCTION SUPPLY	\$ 16,934	SOG FOUNDATION PACKAGE/FOUNDATION PKG/TILT PKG
		22-00141	CPH ENGINEERS, INC.	\$ 50,283	STREETSCAPE REPAIR & UPGRADE CONSTRUCTION DESIGN
		22-00143	MAYER ELECTRIC SUPPLY COMPANY INC	\$ 18,707	LIGHTING PACKAGE
		22-00144	PREFERRED MATERIALS INC	\$ 55,514	CONCRETE - READY MIX PRODUCTS
		22-00145	PATTERSON POPE, INC.	\$ 39,743	LOCKERS, BENCHES AND BIKE RACK
		22-00150	MACK CONCRETE INDUSTRIES INC	\$ 14,343	PRECAST MANHOLES, GREASE TRAP, INLET
		22-00152	FADEN BUILDERS, INC (LLC)	\$ 3,169	GMP - CHILDREN'S LIBRARY EXPANSION
		22-00154	RINKER MATERIALS	\$ 3,144	PIPING MATERIALS
		22-00163	FORTILINE WATERWORKS	\$ 26,469	MISC SW, SEWER, WATER, BACKFLOW & FIRE MATERIALS
		22-00197	XYLEM WATER SOLUTIONS USA INC	\$ 3,376	SUBMERSIBLE GRINDER PUMP, LIFT CHAIN, WELL & MISCELLANEOUS ITEMS
		22-00200	WHARTON-SMITH, INC.	\$ 44,104	FIRE STATION 34 & EOC PRECONSTRUCTION
		22-00208	INSIGHT PARTNERS	\$ 44,487	AAON VERTICAL DX SPLIT SYSTEM BOD, COMPONENTS & WARRANTY
		22-00209	HUGHES SUPPLY INC	\$ 27,067	FIXTURES - WATER STATIONS, SINKS, LAVATORY, WATER HEATER, CIR PUMP, DRAINS & OIL SEPARATOR
		22-00210	TOM BARROW	\$ 25,915	AIR DISTRIBUTION & SHEET METAL, FANS, HEATERS & IONIZATION UNITS
		22-00211	TRANE U.S. INC	\$ 33,604	MISCELLANEOUS COOLING MATERIALS - CSAA, CONDENSING/AIR CONDITIONING UNITS, DUCTS & SPLIT

FY 22-23 PO Encumbrance Roll-Over					
FY 22-23 Fund	Department	PO #	Vendor	Balance Amt.	Description
		22-00234	EVERGREEN CONSTRUCTION	\$ 1,952,543	CAULEY LOTT PARK GMP
		22-00260	TRULITE GLASS & ALUMINUM	\$ 17,452	INSULATED UNIT OVERALL THICKNESS 1-1 1/32"
		22-00271	PRECISE PAVEMENT MARKINGS	\$ 7,590	RESTRIPE DONNELLY ST FROM 441 STREETLIGHT TO NEW STRIPING
		22-00274	LINCOLN AQUATICS	\$ 10,593	LINCOLN POOL- POOL COVERS
		22-00285	TAMPA BAY STEEL CORPORATION	\$ 21,599	STEEL TUBING AND BEAMS OF VARIOUS SIZES
		22-00293	CENTER HILL BUILDING PRODUCTS LLC	\$ 6,231	METAL FRAMING, INSULATION & WALLBOARD
		22-00309	COMMERCIAL DESIGN SERV, INC.	\$ 54,843	FIRE STATION 35 FURNITURE PACKAGE
		22-00310	CPH ENGINEERS, INC.	\$ 32,853	ADD'L ON STREET PARKING SPACE RECOMMENDATIONS AT TWO LOCATIONS
		22-00328	STEPHENS PIPE & STEEL LLC	\$ 44,811	MISCELLANEOUS BARS, BANDS, RODS, ENDS, CORNERS, ETC.
		22-00339	EVERGREEN CONSTRUCTION	\$ 7,100	SUMMERVIEW PICKLEBALL PRECONSTRUCTION SERVICES
		22-00380	BORRELLI + PARTNERS INC	\$ 385,624	A&E DESIGN SVCS FOR NORTHEAST CRA RESOURCE & REC CTR
		22-00382	HABITAT RESTORATION & WILDLIFE	\$ 2,100	TRAIL ASSESSMENT - FOREST PRESERVE
		22-00401	RENT.FUN LLC	\$ 15,000	PALM ISLAND KAYAK RENTAL STATION & EQUIPMENT
				\$ 6,182,267	
410		22-00217	LEIDOS ENGINEERING LLC	\$ 47,388	PROF SERV- DESIGN & IMPLEMENT COORDINATED DIRECT TRANSFER TRIP SCHEME
				\$ 47,388	
421		22-00181	BAR ENVIRONMENTAL SUPPLY INC	\$ 31,800	REPAIR AT WWTP 1 SOUTH CLARIFIER - THRUST BEARING REPLACEMENT
		22-00239	HALFF ASSOCIATES INC	\$ 52,284	PRO SVCS - UTIL ENG FOR EUDORA/OLD 441/CR19A ROUNDABOUT
		22-00241	GRAY ROBINSON P A	\$ 3,410	STATE LOBBYING SERVICES
		22-00272	TRADEWINDS POWER CORP	\$ 60,206	REPLACEMENT GENERATOR FOR LS 10
		22-00290	CPH ENGINEERS, INC.	\$ 12,750	WWTP 1-OMPR-PREPARE REPORT & CAR UPDATES
		22-00321	C E C MOTOR & UTILITY SERVICES LLC	\$ 11,320	LS #38 - 47 HP FLYGT, SN: 0620065 REFURBISH PUMP PER QUOTE 3977-2022-1
		22-00355	KIMLEY HORN	\$ 32,890	WWTP 2 GROUND STORAGE TANK-DRAINAGE SOLUTION FOR RUNOFF
		22-00357	C E C MOTOR & UTILITY SERVICES LLC	\$ 6,452	WTP 1 - WELL 4, MOTOR REWIND 150 HP US MOTOR PER PROPOSAL 4121-2022-1
		22-00360	A.C. SCHULTES INC	\$ 38,615	WTP-1 WELL #3 PUMP REHABILITATION
		22-00373	CARROLL AIR SYSTEMS	\$ 12,664	LS52-REPLACE DANFOSS VFD MATERIAL
		22-00388	KLEINFELDER	\$ 10,750	WWTP # 1 SOIL STOCKPILE ANALYSIS TO EVALUATE CONTAMINANTS OF CONCERN (COC)
		22-00394	XYLEM WATER SOLUTIONS USA INC	\$ 9,339	WWTP2 FLYGT MODEL NP-3102.060.0002 - 4" SUBMERSIBLE PUMP FOR RAS
		22-00395	POWER AND PUMPS INC	\$ 19,753	SHINMAYWA REPLACEMENT PUMPS -15HP,5HP AND 10HP SUBMERSIBLE SEWAGE PUMPS
		22-00396	R.C. BEACH & ASSOCIATES INC	\$ 17,520	WWTP #2 HSP 1- PATTERSON REPLACEMENT PUMP PER QUOTE PW 22096
				\$ 319,753	
425		21-51448	SANPIK INC.	\$ 190,235	CONSTRUCTION ROUND LAKE MASTER LS
		21-51545	HALFF ASSOCIATES INC	\$ 80,515	WELL # ADDITION @WWTP 2
		21-51642	WHARTON-SMITH	\$ 33,116	PRECONSTRUCTION SERVICES WWTP #1 REHAB
		21-51677	CPH	\$ 245,889	PHASE 2 SERV IMPROVEMENTS WWTP 1
		21-51818	KLEINFELDER	\$ 13,509	WTP 2 GOPHER TORTOISE PERMIT, RELOCATE & FEES
		22-00032	RCM UTILITIES LLC	\$ 21,384	INSTALL RECLAIM INTERCONNECT VALVE AT WTP 1
		22-00108	CORE & MAIN LP	\$ 1,600	16" MJ PLUG VALVE W/BGO 2" NUT- LIMIT AVE INTERCONNECT VALVE
		22-00243	WHARTON-SMITH	\$ 144,275	GMP-WWTP #2 ODOR CONTROL
				\$ 730,523	
440		20-1007	PEGASUS ENGINEERING	\$ 108,246	STORMWATER MASTER PLAN
				\$ 108,246	
445		22-00178	DRMP INC	\$ 41,431	PROFESSIONAL SERVICES -LIBERTY AVE STORM WATER
				\$ 41,431	
500		22-00224	ARCHITECTS DESIGN GROUP, INC.	\$ 551,026	PUBLIC WORKS FACILITY-PHASE 2 DESIGN SERVICES
		22-00402	AJAX BUILDING COMPANY	\$ 40,000	ADDITIONAL PRE-CONSTRUCTION SERVICES - PUBLIC WORKS FACILITY
				\$ 591,026	
			Total of Encumbrance Roll	\$ 8,526,781	

CITY OF MOUNT DORA, FLORIDA
CAPITAL OUTLAY



CITY OF
MOUNT
D O R A

Project Name	New Projects 2022 - 23
001 - General Fund	\$ 280,080
Code Compliance Vehicle	24,000
Passenger Van	75,000
60" Mower	10,550
Community Building Illuminated Sign	20,000
Greenhouse	9,364
Security Cameras	6,980
Meridian Barriers	89,689
Channel Combiner	11,081
Fusus Software	15,000
Traffic Camera System	7,000
Laser Tech	11,416
111 - Discretionary	\$ 363,200
4 Marked Hybrid Patrol Vehicles	265,200
Body & Vehicle Camera Upgrades	98,000
126 - Library Impact Fund	\$ 93,000
Library Collections	93,000
150 - Cemetery	\$ 42,450
Cemetery Software & Onsite Kiosk	16,450
Pet Cemetery Above Ground Niche	26,000
410 - Electric	\$ 250,000
Bucket Truck	250,000
421 - Water/Wastewater	\$ 45,000
Pickup Truck - Hybrid or Electric	45,000
440 - Stormwater	\$ 210,000
Street Sweeper	210,000
TOTAL USES	\$ 1,283,730

**CITY OF MOUNT DORA, FLORIDA
FIVE-YEAR CAPITAL IMPROVEMENT PLAN
GENERAL CONSTRUCTION**



SOURCES

Account	Dept.	Project #	Revenue Name	Prior Year Funding 2021-22	New Projects 2022-23	TOTAL FY22-23 BUDGET	2023-24	2024-25	2025-26	2026-2027
310-0000-381.00-01			Transfer from General Fund	630,000	320,000	950,000				
310-0000-381.01-11			Transfer from Discretionary Sales Tax	1,248,009	1,360,000	2,608,009				
310-0000-381.01-17			Transfer from CRA	-	1,622,767	1,622,767				
310-0000-381.01-18			Transfer from NECRA	246,926	1,666,500	1,913,426				
310-0000-381.01-23			Transfer from Building Division	-	2,500,000	2,500,000				
310-0000-381.01-26			Transfer from Library Impact Fees	20,000	160,000	180,000				
310-0000-381.01-27			Transfer from Park Impact Fees	2,426,655	720,500	3,147,155				
310-0000-381.01-31			Transfer from Fire Assessment	9,738,436	-	9,738,436				
310-0000-381.04-10			Transfer from Electric	-	256,459	256,459				
310-0000-381.04-21			Transfer from Water/Wastewater	-	256,459	256,459				
310-0000-337.25-00			Grant	1,229,673	1,028,000	2,257,673				
310-0000-384.00-20			Debt Proceeds	-	5,000,000	5,000,000				
			Unfunded / Future Year Project			-	14,757,440	2,584,645	1,988,251	1,588,301
TOTAL SOURCES				\$ 15,539,699	\$ 14,890,685	\$ 30,430,384	\$ 14,757,440	\$ 2,584,645	\$ 1,988,251	\$ 1,588,301

USES

Account	Dept.	Project #	Project Name	Prior Year Funding 2021-22	New Projects 2022-23	TOTAL FY22-23 BUDGET	2023-24	2024-25	2025-26	2026-2027
310-5555-580.63-01	Parks	NEW	Frank Brown Expansion		70,500	70,500				
310-5555-580.63-01	Library	LI2303	Simpson Farmhouse Expansion		15,000	15,000	7,000	367,500		
310-5555-580.63-01	Library	LI2207	Forest Preserve - continuation		65,000	65,000	301,000			
310-5555-580.63-01	Library	LI2304	Library Shelving Expansion		68,000	68,000				
310-5555-580.63-01	Library	LI2305	Manga and DAD Shelving Expansion		40,000	40,000				
310-5555-580.63-01	IT	NEW	IT - Fiber Upgrades - FY22-23		540,685	540,685				
310-5555-580.63-01	CRA	CR1801	Existing Streetscape Repair and Enhancement Construction		275,000	275,000				
310-5555-580.63-01	CRA	CR2109	Parking Solution per the Redevelopment Plan		840,000	840,000				
310-5555-580.63-01	CRA	NEW	Downtown Streetscape - Future Phases Plan		300,000	300,000	3,657,000			
310-5555-580.63-01	CRA	CRA010	Signage		30,000	30,000				
310-5555-580.63-01	CRA	CRA013	Information Kiosks		150,000	150,000				
310-5555-580.63-01	Northeast CRA	NE2210	Community Resource & Recreation Center Construction		6,793,000	6,793,000	5,997,500			
310-5555-580.63-01	Northeast CRA	NE2210	Community Resource & Recreation Center Phase II - Construction drawings	125,432	498,500	623,932				
310-5555-580.63-01	Northeast CRA	NCR001	Property purchase per redevelopment plan		270,000	270,000				
310-5555-580.63-01	Northeast CRA	NE2112	Signage and Community Beautification		45,000	45,000				
310-5555-580.63-01	Northeast CRA	NE2111	Northeast Streetlight Enhancement Program		30,000	30,000				
310-5555-580.63-01	Northeast CRA	NE2113	Information Kiosks		30,000	30,000				
310-5555-580.63-01	Northeast CRA	NCR003	Stormwater Master Plan	121,494	-	121,494				
310-5555-580.62-01	CM	NEW	Park at Lancaster by Villages at Loch Leven		500,000	500,000				
310-5555-580.62-01	CM	NEW	Bathrooms at Lincoln Park		150,000	150,000				
310-5555-580.63-01	PW	RS2105	Pedestrian Crossings		60,000	60,000	73,500	75,500	77,500	79,500
310-5555-580.63-01	PW	RS2204	Tree Replacement Program		45,000	45,000	55,500	57,000	58,500	60,000
310-5555-580.63-01	PW	NEW	Donnelly Street Repaving		815,000	815,000	968,440	1,003,645	1,040,251	1,077,801
310-5555-580.63-01	PW	NEW	City Hall Roof Replacement		200,000	200,000				
310-5555-580.63-02	PW	NEW	4th Ave Dock Rebuild		75,000	75,000	1,828,500			
310-5555-580.62-01	Building Division	NEW	Building/Land purchase for Budiling Division		2,500,000	2,500,000				
310-5555-580.63-01	PW	CP0809	Roads Resurfacing	58,300	250,000	308,300	305,000	313,500	322,000	331,000
310-5555-580.63-01	PW	PL2001	Traffic Calming	36,300	90,000	126,300	37,000	38,000	39,000	40,000
310-5555-580.63-01	Economic Dev.	EC2107	Vista Ridge Dr. Design and Construction	125,000	25,000	150,000	853,500			
310-5555-580.63-01	Parks	PK2006	Lincoln Ave. Community Park and Pool	1,076,655	-	1,076,655				
310-5555-580.63-01	Parks	PK2103	Triangle Elementary	1,286,426	-	1,286,426				
310-5555-580.63-01	Parks	PI2209	Parks ADA Compliance	50,000	-	50,000				
310-5555-580.63-01	Parks	PK2221	Pickleball at Summerview Park	600,000	-	600,000				
310-5555-580.63-01	Parks	PK2115	Palm Island Kayak/Canoe Launch	229,673	-	229,673				
310-5555-580.63-01	Parks	CL2001	Cauley Lott and Lillie Park- continuation	1,991,983	120,000	2,111,983				
310-5555-580.63-01	Library	LB2205	Simpson Farmhouse Renovation	100,000	-	100,000				
310-5555-580.63-01	Fire	FS0034	Fire Station 34	6,932,118	-	6,932,118				
310-5555-580.63-01	Fire	FS0035	Fire Station 35	2,806,318	-	2,806,318				
5 year CIP planning						-				
310-5555-580.63-01	Economic Dev.	NEW	Wolf Branch Innovation Blvd (Round Lake to CR 437)			-	627,000			
310-5555-580.63-01	Economic Dev.	NEW	Baker Street Extension of Charles Street			-	46,500		451,000	
310-5555-580.63-01	Economic Dev.	NEW	Innovation Trail PD&E Study			-		451,000		
310-5555-580.63-01	Economic Dev.	NEW	Safe Streets and Roads Action Plan			-		278,500		
TOTAL USES				\$ 15,539,700	\$ 14,890,685	\$ 30,430,385	\$ 14,757,440	\$ 2,584,645	\$ 1,988,251	\$ 1,588,301

**CITY OF MOUNT DORA, FLORIDA
FIVE-YEAR CAPITAL IMPROVEMENT PLAN
ELECTRIC CONSTRUCTION**



SOURCES

Account	Project #	Revenue Name	Prior Year Funding 2021-22	New Projects 2022-23	TOTAL FY22-23 BUDGET	2023-24	2024-25	2025-26	2026-27
415-0000-381.04-10		Transfer from Electric Utility		671,000	671,000	915,500	905,000	1,002,500	816,000
415-0000-389.10-01		Prior Year Carryforward	804,207		804,207				
TOTAL SOURCES			\$ 804,207	\$ 671,000	\$ 1,475,207	\$ 905,000	\$ 1,002,500	\$ 816,000	\$ 6,589,414

USES

Account	Project #	Project Name	Prior Year Funding 2021-22	New Projects 2022-23	TOTAL FY22-23 BUDGET	2023-24	2024-25	2025-26	2026-27
415-5555-580.63.01	EL2117	Waterman Village Lakeside Project	195,407	-	195,407				
415-5555-580.63.01	EL2101	M596 11th Street	308,800	-	308,800				
415-5555-580.63.01	EL2202	Advance Metering Infrastructure (AMI)	300,000	100,000	400,000	300,000	299,000	307,000	299,000
415-5555-580.63.01	EL2220	Substation		300,000	300,000	350,500	351,000	351,000	351,000
415-5555-580.63.01	EL2301	Commercial Underground Project (Dora Drawdy)		200,000	200,000	265,000	255,000	344,500	166,000
415-5555-580.63.01	EL2302	Roundabout - SR19A & Eudora		71,000	71,000				
Project rollovers - last year monies					-				
TOTAL USES			\$ 804,207	\$ 671,000	\$ 1,475,207	\$ 905,000	\$ 1,002,500	\$ 816,000	\$ 6,589,414

**CITY OF MOUNT DORA, FLORIDA
FIVE-YEAR CAPITAL IMPROVEMENT PLAN
WWW CONSTRUCTION**



SOURCES

Account	Project #	Revenue Name	Prior Year Funding 2021-22	New Projects 2022-23	TOTAL FY22-23 BUDGET	2023-24	2024-25	2025-26	2026-27	Totals
425-0000-381.04-21		Transfer from Water / Wastewater	\$ 210,235	525,000	735,235					735,235
421-0000-337.30.01		Grant	3,000,000	-	3,000,000					3,000,000
421-0000-384.00-00		Debt in 421	11,582,478	12,000,000	23,582,478					23,582,478
425-0000-381.04-22		Transfer from Wastewater Impact Fees	161,902	50,000	211,902					211,902
425-0000-381.04-23		Transfer from Water Impact Fees	793,372	300,000	1,093,372					1,093,372
		Carryovers			-					-
		Unfunded / Future Year Project			-	6,966,000	1,690,000	12,357,000	9,657,500	30,670,500
		TOTAL SOURCES	\$ 15,747,987	\$ 12,875,000	\$ 28,622,987	\$ 6,966,000	\$ 1,690,000	\$ 12,357,000	\$ 9,657,500	\$ 59,293,487

USES

Account	Project #	Project Name	Prior Year Funding 2021-22	New Projects 2022-23	TOTAL FY22-23 BUDGET	2023-24	2024-25	2025-26	2026-27	Totals
425-5555-580.63-01	NEW	WTP#1 Ground Storage Tanks Repair		325,000	325,000	396,500				721,500
425-5555-580.63-01	WA2216	Water Utility GIS		200,000	200,000	232,000				432,000
425-5555-580.63-01	NEW	Wastewater Treatment Plant #2 Expension		50,000	50,000	244,000	940,500	3,864,000	3,864,000	8,962,500
425-5555-580.63-01	WA2002	WWTP#1 Rehab Construction	14,582,478	12,000,000	26,582,478					26,582,478
425-5555-580.63-01	WA1507	Water Treatment Plant #2 New Well	793,372	300,000	1,093,372	2,500,000				3,593,372
425-5555-580.63-01	WI2002	Round Lake Utilities Phase I	190,235	-	190,235					190,235
425-5555-580.63-01	WW2120	Odor Control	138,772	-	138,772					138,772
425-5555-580.63-01	WW2211	Limit Ave Reclaim Interconnect	23,130	-	23,130					23,130
425-5555-580.63-01	WW2115	Round Lake Elementry Water Main	20,000	-	20,000					20,000
		5 year CIP planning			-					-
425-5555-580.63-01	Planning	Water Treatment Plant #1 High Service Pump replacement			-	1,500,000				1,500,000
425-5555-580.63-01	Planning	Alternative Water Supply			-	42,000		3,220,000		3,262,000
425-5555-580.63-01	Planning	Telemetry Improvements, Other SCADA and Safety Needs			-	183,000	125,500	773,000	793,500	1,875,000
425-5555-580.63-01	Planning	Interconnect with City of Eustis			-	40,000	124,000			164,000
425-5555-580.63-01	Planning	Eudora Roundabout Utility Relocation			-	1,828,500				1,828,500
425-5555-580.63-01	Planning	Re-rate WWT2 phase I			-		500,000	4,500,000		5,000,000
425-5555-580.63-01	Planning	Re-rate WWT2 phase II			-				5,000,000	5,000,000
		TOTAL USES	\$ 15,747,987	\$ 12,875,000	\$ 28,622,987	\$ 6,966,000	\$ 1,690,000	\$ 12,357,000	\$ 9,657,500	\$ 59,293,487

**CITY OF MOUNT DORA, FLORIDA
FIVE-YEAR CAPITAL IMPROVEMENT PLAN
STOMRWATER CONSTRUCTION**



SOURCES

Account	Project #	Revenue Name	Prior Year Funding 2021-22	New Projects 2022-23	TOTAL FY22-23 BUDGET	2023-24	2024-25	2025-26	2026-27	Totals
445-0000-381.04-40		Transfer from Stormwater Operating	487,402	2,273,239	2,760,641					5,033,880
		Prior Year Carryforward	487,402		487,402					
		Unfunded / Future Year Projects			-		-			
TOTAL SOURCES			\$ 974,804	\$ 2,273,239	\$ 3,248,043	\$ -	\$ -	\$ -	\$ -	\$ 5,033,880

USES

Account	Project #	Project Name	Prior Year Funding 2021-22	New Projects 2022-23	TOTAL FY22-23 BUDGET	2023-24	2024-25	2025-26	2026-27	Totals
445-5555-580.63.01	SW1901	Boardwalk Drainage and Slope Stabilization	3,808	1,132,000	1,135,808					2,267,808
445-5555-580.63.01	SW2114	Hilltop Dr Drainage Improvement	106,663	655,500	762,163					1,417,663
445-5555-580.63.01	SW1807	Liberty Ave Stormwater Treatment Project	376,931	485,739	862,670					1,348,409
TOTAL USES			\$ 487,402	\$ 2,273,239	\$ 2,760,641	\$ -	\$ -	\$ -	\$ -	\$ 5,033,880



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

DATE: September 20, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Lobbyist Update

Introduction:

Gray Robinson, P.A. 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:

Gray Robinson, P.A. supports the City of Mount Dora in respect to Legislative items and appropriations. Attached is the monthly report for August 2022.

Budget Impact:

Lobbyist Activities are funded in account 421-1910-536.31-11 in the amount of \$42,000.00.

Strategic Impact:

The contract with Gray Robinson, P.A. 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 August 2022 Report

Prepared by: Merry Lovern, Executive Assistant
Reviewed by: Jessica Burnham, City Clerk
Jeanann Hand, Deputy City Clerk
Patrick Comiskey, City Manager

Approved - 9/14/2022
Approved - 9/14/2022
Final Approval - 9/15/2022

August 26, 2022**City of Mount Dora
August Activity Report****Economic Forecast**

Last week, state economists with the Legislature's Office of Economic and Demographic Research (EDR) met and released new forecasts for both the national and state economies. As stated in the report, the forecasts adopted in July of this year notably lowered many of the economic metrics relative to those adopted in December 2021, largely as a result of the war in Ukraine's effects on the global economy and a significant upward shift in the level of inflation. Of note, the risk associated with the national economic forecast is skewed to the downside, with almost equal probabilities that the new forecast will unfold as predicted or fall short of expectations.

With that said, state revenue collections since January have still exceeded expectations. After coming in nearly \$3.85 billion over estimate for FY 2021-22, EDR added a similar amount (\$3.45 billion) to the overall forecast for FY 2022-23. Even at that, the new forecast for collections embeds a decline of -4.6 percent from the prior year. Assuming a downshift will begin sometime this year, economists increased the FY 2023-24 forecast by \$1.82 billion, with the positive annual adjustments declining thereafter.

The two-year combined increase for FY 2022-23 and FY 2023-24 adds nearly \$5.3 billion to the prior forecast. These changes reflect increases over the previous estimates of 8.9 percent in FY 2022-23 and 4.5 percent in FY 2023-24. By far the largest adjustment in the new forecast relates to Sales Tax.

The anticipated gain to General Revenue is \$2.44 billion in FY 2022-23 and \$1.20 billion in FY 2023-24, with all six sales tax categories seeing increases in both years. EDR noted future risks to sales tax collections include consumers returning to a typical purchasing mix of goods and services and managing personal budget constraints in a period of rising inflation.

Tourism in Florida

For the first half of 2022, tourism in Florida was up 20 percent from the same period of time last year. Visit Florida, the state's tourism-marketing agency, released a report last week that estimated Florida had 33.717 million visitors from April 1 through June 30, which brings the total for the first 6 months of 2022 to 69.34 million. Travel from within the U.S. accounted for almost 94 percent of the visitors.

Communications

- Patrick Comiskey/ Merry Lovern
 - Correspondence re Rep Truenow attending Mount Dora City Council Meeting in September
 - Correspondence re Enterprise Zones/CRA's
- Meeting with Alex Kelly, Deputy Chief of Staff to Governor DeSantis re Mount Dora's Job Growth Grant application (8/30/22)

Next Steps

- Continue to update Mount Dora on grant opportunities
- Continue to follow-up with DEO re Job Growth Application
- Recognize Representative Truenow at City Council Meeting September 6, 2022

Ryan Matthews/Angela Drzewiecki