



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
June 6, 2023, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Mount Dora Fun Fact
2. Mount Dora Code Compliance Officer/Inspector Appreciation Week Proclamation 4
3. Juneteenth Proclamation 7
4. LGBTQIA+ Pride Month Proclamation 9
5. Construction Projects Update-Public Works Facility 11

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.

APPROVAL OF AGENDA

BOARD APPOINTMENTS

CONSENT AGENDA

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2. Request Approval of Task Authorization #6 Authorizing Underground Conduit Installation with Bellmore Enterprises Incorporated for Grantham Point Underground Upgrade Project 24
3. Request Approval of the Amendment 1 to the Pole Attachment Agreement with Summit Broadband 30
4. Request Approval of Meeting Minutes 36
 - May 9, 2023, County Club of Mount Dora Public Meeting Minutes
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CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

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

FUTURE MEETING DATES

- June 12, 2023, 6:00 PM, Budget Workshop: Budget Parameters and Fire Assessment
- June 20, 2023, 6:00 PM, Regular Session
- July 10, 2023, 6:00 PM, Budget Workshop: Capital Outlay and CIP
- July 18, 2023, 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 THE 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: June 6, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Mount Dora Code Compliance Officer/Inspector Appreciation Week
Proclamation

Introduction:

This is an opportunity to read the Code Compliance Officer/Inspector Appreciation Week Proclamation into the record.

Discussion:

The Florida Association of Code Enforcement, Inc. (F.A.C.E.) is a non-profit member-driven organization, established in 1989, and currently serves over 2,000 members. The members include professionals involved in the enforcement of health, safety, and environmental regulations or otherwise responsible for the enforcement of municipal, county, regional, state, or federal codes in the State of Florida.

The City's Code Compliance program is administered by the Planning and Development Department. In addition to other State and County agencies, the City's Code Compliance program reaches out to various City Departments. Internal City staff cooperation, inspections, research, and involvement is paramount. This proclamation highlights the good work and dedication of the week of June 6-9, 2023, as Code Enforcement Officer's Appreciation Week, which involves all City Departments associated with code compliance, to ensure Mount Dora remains a high quality community.



Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

Mayor Stile read the Code Compliance Officer/Inspector Appreciation Week Proclamation into the record.

Attachment(s):

1. Proclamation Code Compliance Week June 6-9, 2023

Prepared by: Adam Sumner, CRA Administrator
Reviewed by: Adam Sumner, CRA Administrator
Vince Sandersfeld, Planning and Development Director
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 5/16/2023
Approved - 5/16/2023
Approved - 5/28/2023
Final Approval - 5/29/2023



PROCLAMATION

WHEREAS, Code Enforcement Officers (or as designated in City of Mount Dora as Code Compliance Inspectors) provide for the safety, health and welfare of the citizens in this community through the enforcement of building, zoning, housing, environmental and other codes and ordinances; and

WHEREAS, Code Enforcement Officers are responsible for improving neighborhood and the quality of lives of the residents in and community; and

WHEREAS, every day, assisted by support and program staff, they attempt to provide quality customer service to the public for the betterment of the community; and

WHEREAS, too many times their efforts go unnoticed, even after code compliance has been accomplished due to their efforts and expertise; and

WHEREAS, Code Enforcement Officers are dedicated, well trained, and highly responsible individuals who take their jobs seriously and are proud of their department and the local government within which they serve; and

WHEREAS, the Florida Association of Code Enforcement (F.A.C.E.) has declared the first week of June be set aside by local government to honor and recognize their Code Enforcement Officers; and;

NOW, THEREFORE, I, Crissy Stile, Mayor of the City of Mount Dora, Florida, do hereby proclaim week of June 6th – June 9th, 2023 as

CODE ENFORCEMENT OFFICERS' APPRECIATION WEEK

in the City of Mount Dora Florida, in accordance with the statewide observance of the same and encourage citizens of Mount Dora to join the City Council in expressing appreciation for the dedication and outstanding service provided by the individuals who serve as our *Code Compliance Inspectors*.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the City of Mount Dora to be affixed this 6th day of June, 2023.

Crissy Stile, Mayor

ATTEST:



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

DATE: June 6, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Juneteenth Proclamation

Introduction:

This is an opportunity for the reading of a Proclamation recognizing Juneteenth.

Discussion:

June 19th - Juneteenth - is celebrated nationally and internationally to recognize the end of slavery in the United States and to celebrate the culture and achievements of African Americans. On June 17, 2021, Federal legislation was enacted establishing Juneteenth as a Federal Holiday. On July 6, 2021, the Mount Dora City Council voted that Juneteenth be recognized as an official City holiday as well. A Proclamation celebrating the significance of the holiday is attached.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

Mayor Stile read the Juneteenth Proclamation into the record.

Attachment(s):

1. Proclamation.Juneteenth.2023

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Patrick Comiskey, City Manager

Final Approval - 5/29/2023



PROCLAMATION

WHEREAS, the Emancipation Proclamation was formally issued on January 1, 1863, declaring that enslaved Africans in the Confederate States of America were to be freed; and

WHEREAS, news of the issuance of the Emancipation Proclamation was not immediately delivered to the most remote areas of the Confederate States of America; and

WHEREAS, news of the abolition of the enslavement of Africans was not delivered to all the Confederate States until after the conclusion of the American Civil War; and

WHEREAS, all of the Confederate States received news of the end of enslavement of African people on June 19, 1865; and

WHEREAS, June 19th – JUNETEENTH a linguistic blend of the words June and nineteenth, was adopted to commemorate this historical and pivotal date in American history; and

WHEREAS, beginning on January 1, 1980, several states and municipal governments in the United States have declared June 19th – JUNETEENTH a legal holiday; and

WHEREAS, June 19th – JUNETEENTH, is celebrated nationally and internationally to recognize the end of the enslavement of Africans in the United States and to celebrate the culture and achievements of African Americans; and

WHEREAS, June 19th – JUNETEENTH was made an official City holiday in 2021 to provide all City residents an opportunity to learn, reflect and celebrate the rights, privileges, culture, achievements, sacrifices of African Americans in and to the City of Mount Dora and to this country; and

WHEREAS, today, millions of Americans of all races, creeds, religious and ethnic backgrounds celebrate Juneteenth, which not only celebrates freedom, but also acknowledges the achievements of African Americans; and as celebrations continue to spread, we can all be reminded of the oft-repeated maxim, “Until all are free, none are free,” that highlights the manner of the end of slavery in the United States.

NOW, THEREFORE, I, Crissy Stile, as Mayor of the City of Mount Dora, FL, together with the members of the Mount Dora City Council, hereby declare June 19th, 2023, as

JUNETEENTH

in the City of Mount Dora and urge our citizens to participate in events that celebrate freedom for all.

Crissy Stile, Mayor



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

DATE: June 6, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: LGBTQIA+ Pride Month Proclamation

Introduction:

This is an opportunity for the reading of a Proclamation recognizing the month of June as LGBTQIA+ Pride Month.

Discussion:

LGBTQIA+ Pride Month occurs in the United States to commemorate the Stonewall Riots, which occurred at the end of June 1969. Celebrating Pride Month influences awareness and provides support and advocacy for the City of Mount Dora's LGBTQIA+ community, and is an opportunity to take action and engage in dialogue to strengthen alliances, build acceptance and advance equal rights. A Proclamation recognizing the significance of LGBTQIA+ Pride Month is attached.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

Mayor Stile read the LGBTQIA+ Proclamation into the record.

Attachment(s):

1. Proclamation.Pride.2023

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Patrick Comiskey, City Manager

Final Approval - 5/29/2023



PROCLAMATION

WHEREAS, LGBTQIA+ Pride Month occurs in the United States to commemorate the Stonewall Riots, which occurred at the end of June 1969; and

WHEREAS, all human beings are born free and equal in dignity and rights. LGBTQIA+ individuals have had immeasurable impact to the cultural, civic, and economic successes of our country; and

WHEREAS, the City of Mount Dora, Florida cherishes the value and dignity of each LGBTQIA+ person and appreciates the importance of equality and freedom; and

WHEREAS, while society at large increasingly supports LGBTQIA+ equality, it is essential to acknowledge that the need for education and awareness remains vital to end discrimination and prejudice; and

WHEREAS, this nation was founded on the principle that every individual has infinite dignity and worth, and the City of Mount Dora calls upon the people of this municipality to embrace this principle and work to eliminate prejudice everywhere it exists; and

WHEREAS, celebrating Pride Month influences awareness and provides support and advocacy for the City of Mount Dora's LGBTQIA+ community, and is an opportunity to take action and engage in dialogue to strengthen alliances, build acceptance and advance equal rights.

NOW, THEREFORE, I, Crissy Stile, as Mayor of the City of Mount Dora, have the distinct honor of proclaiming the month of June 2023 as

Pride Month

in support of the LGBTQIA+ community and encourage all residents to recognize and honor the contributions made by members of the LGBTQIA+ community and to actively promote the principles of equality, liberty, and justice.

Crissy Stile, Mayor



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

DATE: June 6, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Construction Projects Update-Public Works Facility

Introduction:

This is an opportunity to update Council regarding the construction of the new Public Works Facility.

Discussion:

Presentation only.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

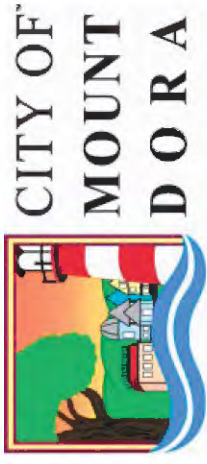
Presentation only.

Attachment(s):

1. Construction Projects Update 23.6.6

Prepared by: Jeanann Hand, City Clerk

Reviewed by:



CONSTRUCTION PROJECTS UPDATE

JUNE 6, 2023



CITY OF
MOUNT
DORA

PUBLIC WORKS



Owner

City Of Mount Dora
519 N. Lake Street
Mount Dora, FL 32757
P: (407) 725-1735

Consultants

CIVIL

CMT Engineers, Inc.
1400 Representative Way
Jacksonville, FL 32206
P: (904) 448-5300

LANDSCAPE

Castle Bay
Design+Studio
St. Augustine, FL
P: (407) 507-2641

STRUCTURAL

BSM
1000 N. Lake Street
Suite 100
St. Augustine, FL 32080
P: (407) 644-2815

Project Location



MEP FP

SGM Engineering
631 Lake E. Street
St. Augustine, FL 32080
P: (407) 757-7815

TLC Engineering Solutions

205 South Orange Avenue
Orlando, FL 32801-3483
P: (407) 487-1407

Revisions:

Mount Dora Public Works Facility
60% Construction Documents
Mount Dora, FL 32757
Project No. 1937

NOT FOR
REGULATORY
APPROVAL
PERMITTING OR
CONSTRUCTION



Architects Design Group

333 W. Kennedy Ave.
Suite 100
Orlando, FL 32801
P: (407) 845-3525

325 North St. Paul St. STE 4205
Orlando, FL 32801
P: (407) 845-3525

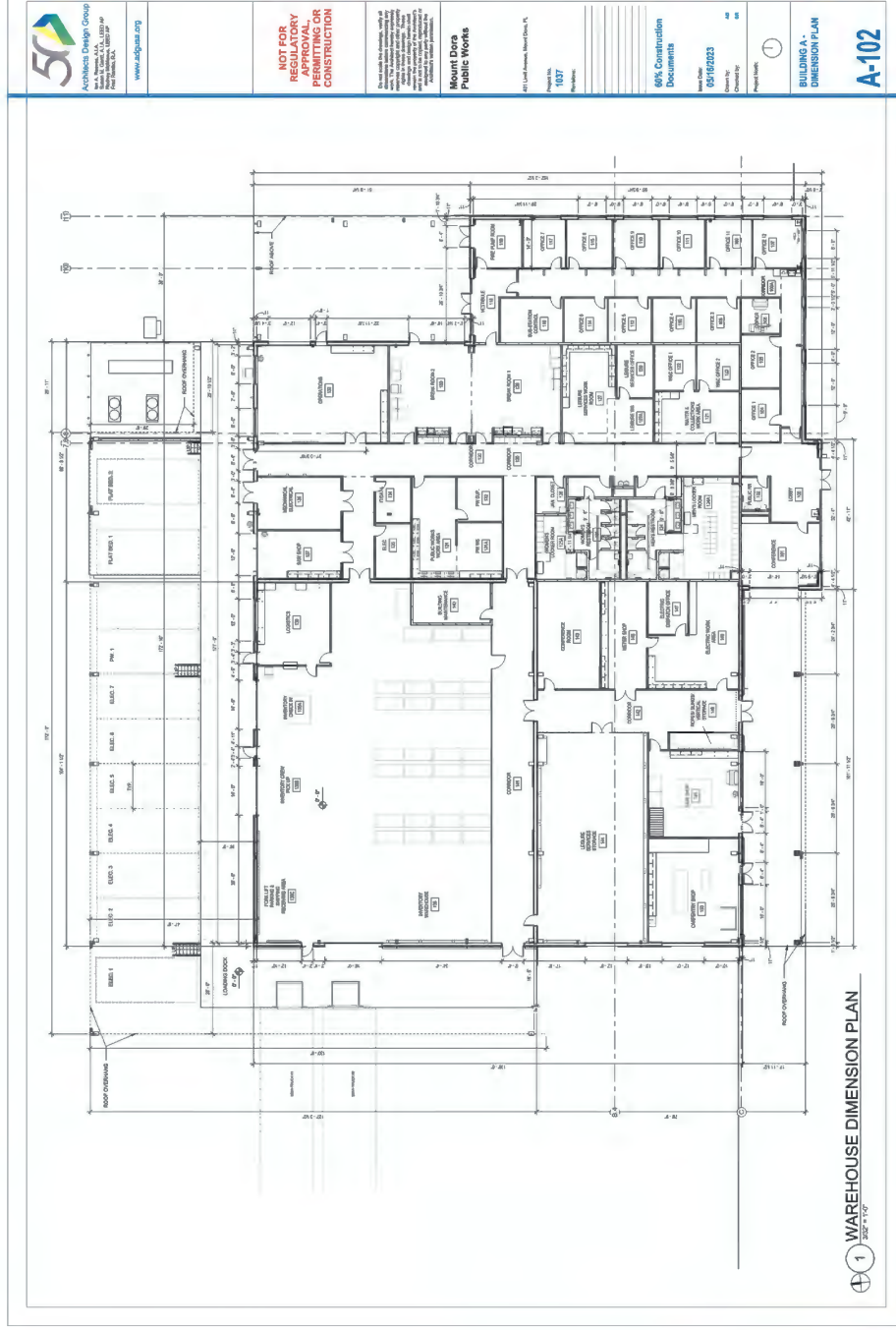
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June 6, 2023 City Council Regular Session Agenda Packet



CITY OF
MOUNT
DORA

PUBLIC WORKS





CITY OF
MOUNT
DORA

PUBLIC WORKS



Mount Dora Public Works Facility

Notice to Proceed: 01/04/2023 - Council Re-Authorization
Date: 1/5/2023 (Thursday)

TASK	Time Allocated	START	END	DAYS	WORK DAYS	Status	Consultant Due Date
1 Schematic Design	8 weeks						
1.1 SD Kickoff Meeting		01/05/23					
1.2 SD Package	5 weeks	Mon 1/09/23	Mon 2/13/23	36	26	delivered to Mount Dora/Jan 27/23	
Planning Meeting with Public Works/Stormwater Engineering George Menik							
Planning Meeting with Planning Director Vince Sandenfeld							
Meeting with Pre Engineered Metal Bldg. Manufacturer							
0.1 Owner Review / CM Review & Estimate	3 week	Tue 2/14/23	Mon 3/06/23	21	15		
Presentation to Council		Tue 3/07/23					
2 Design Development / 60% Construction Docs.	12 weeks						
2.1 DD / 60% Construction Documents	10 weeks	Wed 3/08/23	Tue 5/16/23	70	50	based on having the PEMB Column Reactions by 3/08/23	
- GMP early packages (PEMB, HVAC equipment, Generator - BIDDING)	6 weeks	Tue 5/16/23	Fri 6/09/23	45	30	EARLY GMP PACKAGE	
Owner Review and CM DD Cost Estimate	2 weeks	Mon 7/03/23	Mon 7/17/23	14	10		
VE - Design Items Review							
Planning & Zoning Submittal w/State Review							
Building Design Review							
DRC Meeting							
P & Z Meeting							
Presentation to Council		Tue 7/18/23					
3 Site Permitting	12 weeks						
3.1 90% CD Document Submittal		Fri 6/30/23	Fri 9/22/23	84	61	based on having set building footprints and utility loads by 2/13/23	
St. John's Water Management District Permit Application							
Lake County ROW Permitting							
4 90% Construction Documents	8 weeks						
4.1 90% Documents & Specs/ GMP / Permit review	6 weeks	Mon 7/17/23	Mon 8/28/23	42	31		7/18/23
4.2 Owner Review / CM Review & Estimate	2 weeks	Mon 8/28/23	Mon 9/11/23	15	11		
5 Permit & Final Construction Documents	3 weeks						
5.1 Permit & Final Construction Documents & Specs	3 weeks	Mon 9/11/23	Mon 10/02/23	22	18		
6 Bidding & Permit							
6.1 BidCamp Preparation	7 weeks	Mon 10/02/23	Mon 11/20/23	48	36		
6.2 City Commission Meeting		Tue 12/05/23					
6 Construction Period							
6.1 from RTP to Substantial & Final Completion	55 weeks	Fri 1/05/24	Thu 10/25/25	352	280		



CITY OF
MOUNT
DORA

QUESTIONS



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

DATE: June 6, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Task Authorization with Faden Builders for Restoration of Simpson Farmhouse Windows and Front Door

Introduction:

This is a request for Council to approve the task authorization to restore the Simpson Farmhouse's 16 windows and front door.

Discussion:

The task authorization for Faden Builders to restore 16 windows and the front door at the Simpson Farmhouse is presented for approval. The restoration firm Austin Historical of Orlando will be working under Faden Builders' direction. Originally the focus of a 100% matching grant from the Dept. of State Division of Historical Resources, this project originally addressed not only the farmhouse's 16 windows and front door, but also six fixed unit doors, one double French door, refinishing the interior plaster walls and original floors and renovation of the kitchen and bathroom. These additional elements remain important, but the most pressing need is for repair and restoration of the 16 windows and front door, which is the only work covered in this task authorization.

The process used by the professional restoration firm selected by Faden will consist of:

- Removal of the window sashes and front door to Austin Historical's workshop, leaving the jambs and the sills to be restored on-site.
- Stripping, lead containment and Boracare (insecticide and fungicide) treatment.
- Preserving original profiles with wood replica (Accoya) if needed.
- Hand-applying primer and two coats of acrylic paint (exterior) or three coats of Minwax Spar Urethane (interior).

For historical restorations, the industry standard is to allow the original grain and color of the old growth wood to shine and not to use wood stain. This work comes with a one-year workmanship

warranty, a 50-year warranty on the wood replica and an additional 25 year warranty on the Boracare treatment. Once removed, the window openings will be securely covered with plywood. The original glass panes will be kept with each window. Polycarbonate (a durable transparent plastic product) will be used to temporarily cover one or two downstairs windows, to allow the groups meeting there to still have natural light while the windows have been removed. The windows and front door will be at Austin Historical's warehouse for approximately six to ten weeks each.

Once the 16 windows and front door are refinished and funds remain available in the 2022-23 budget for this project, staff will progress through the remaining elements listed above as its annual \$30,000 Repair and Maintenance budget allows and then in subsequent years.

Budget Impact:

There is no budget impact. This project was approved at the mid-year amendment and funds are available at GL 310-5555-580.63-01-LB2005.

Strategic Impact:

As Mount Dora continues to experience strong growth, the City's infrastructure must be maintained and expanded in order to keep pace with that growth.

Recommendation:

Council approve the attached task authorization.

Attachment(s):

1. 23-052 Simpson Farmhouse Windows Faden Task Authorization Citywide CMAR

Prepared by: Cathy Lunday, Library Director
Reviewed by: Cathy Lunday, Library Director
Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 5/18/2023
Approved - 5/22/2023
Approved - 5/24/2023
Approved - 5/28/2023
Final Approval - 5/30/2023

CITY OF MOUNT DORA/CRA/Northeast CRA TASK AUTHORIZATION

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

City Project Manager:

Chet Cramer

Construction Manager Contact:

Philip Rapalje

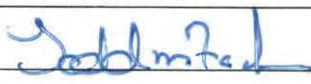
Project Name:

Simpson Farmhouse Window Restoration

Project Number:

23-052

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

SUMMARY OF WORK TO BE COMPLETED	
<u>Each Task Authorization package shall include:</u> Exhibit A – Scope of Work Exhibit B – Price/GMP Breakdown Exhibit C – Basic Schedule Exhibit D – Construction Team Exhibit E – Construction Manager's Staff Exhibit F – Sub-Contractors	
Recommended By: Print: _____ Date: _____ Signature: _____	
Reviewed By (if applicable): Print: _____ Date: _____ Signature: _____	
CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name: TODD M. FADEN	Print Name: Crissy Stile
Title: PRESIDENT	Title: Mayor
Signature: 	Signature:
Date: 05/18/2023	Date:



5/17/2023

Faden Proposal No. 22-305.2

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

RE: Simpson Farmhouse Window Restoration

Scope Summary: Remove, restore and reinstall sixteen windows at the first and second floor as well as the main front entry door. Permitting is not required to restore the window sashes and door and is excluded.

Exhibit A: Scope of Work

1. General Conditions
 - a. Project Management and Supervision
 - b. Mobilization/Demobilization
2. Windows and Doors
 - a. Remove and reinstall window blinds and window mounted AC units
 - b. Remove, restore and reinstall sixteen (16) windows
 - i. Cover window openings with plywood while sashes are removed.
 - ii. Scrape jambs, repair rot or damaged wood.
 - iii. Repair pulleys and cord.
 - iv. Remove glass and install new glazing putty.
 - v. Paint with oil-based primer and 2 coats of acrylic paint at exterior and one coat oil-based stain and three coats spar-urethane at interior.
 - vi. Rebuild two window sash and sills located at kitchen.
 - c. Remove, restore and reinstall one front entry door.
 - i. Cover opening with plywood while door slab is removed.
 - ii. Scrape jambs and repair damage with wood epoxy or dutchman repair to match.
 - iii. Remove glass and install new glazing putty.
 - iv. Coat both sides with one coat oil-based stain and three coats spar-urethane.
 - v. Restore existing hardware.

Qualifications and Exclusions:

1. Work to be completed 1st shift, M-F, no overtime is included.
2. The scope is limited to the items listed in Exhibit A. Any other added scope items or items required by the AHJ for permitting are excluded and will be charged as a change order.
3. Scope excludes any structural framing replacement discovered when the windows and/or doors are removed.
4. Trim and siding replacement are excluded.
5. Work on the threshold is excluded.
6. Sunroom windows/doors and the rear fiberglass door are excluded.
7. Broken or new hardware is an additional cost item.
8. No NESHAP, lead or asbestos abatement is included.
9. Engineered plans are excluded.
10. Permitting is not required and is excluded.



Exhibit B: Price/GMP Breakdown

1. General Conditions	\$ 11,694.30
2. Doors and Windows	\$ 59,536.65
Subtotal	\$ 71,230.95
General Liability Insurance	\$ 926.00
Contingency (20%)	\$ 14,246.19
Contractor's Fee	\$ 9,972.33
Permit Fee	excluded
Performance and Payment Bond	excluded
Gross Maximum Price (GMP):	\$ 96,375.47

The prices included in this proposal are valid for 30 days.

Exhibit C: Basic Schedule

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

Project start date to be determined after a Purchase Order is issued due to subcontractor workload scheduling.

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



Exhibit D: Construction Team

Owner's Representative: Chet Cramer (City of Mount Dora)
Construction Manager: Todd Faden (Faden Builders)

Exhibit E: Construction Manager's Staff

Principal: Todd Faden
Project Manager: Philip Rapalje
Site Superintendent: Rob Bennett
Staff Accountant: Helen Johnson
Safety Director: Jes Pedersen
Administrative Assistant: Nicole Rakes

Exhibit F: Sub-Contractors

Austin Historical

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

Best regards,

PHILIP RAPALJE

Philip Rapalje
Faden Builders, Inc.



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

DATE: June 6, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Task Authorization #6 Authorizing Underground Conduit Installation with Bellmore Enterprises Incorporated for Grantham Point Underground Upgrade Project

Introduction:

This is a request for City Council to approve Task Authorization #6, installing underground conduit for the upgrade of existing underground cable that is at its end-of-life and near failure. It will also be utilized to help the underground conversion of the downtown area. This project will utilize the contract services from Bellmore Enterprises Incorporated, for underground duct-line work and conduit as outlined in ITB 19-PW-031 scope of services, which was approved by City Council on September 19, 2019, and amended on May 17, 2022.

Discussion:

This project is critical in order to ensure reliability of the existing underground cable in this area. After recent inspections, it was found that the switching devices and cable cables had greatly deteriorated and could fail at any time. Therefore, we are moving ahead to replace this equipment to prevent any lengthy outages. As part of the project, we are also upgrading the direct buried cable with a much larger capacity cable placed in a protective conduit, allowing for a major circuit tie to provide backup for the downtown district. This in turn will be an integral part of the downtown underground conversion project which is part of the ongoing Electric Utility Capital Improvement Plan.

As part of this work, Bellmore will install 10,175 feet of underground conduit adhering to guidelines contained within their contract, ITB 19-PW-031, scope of services. The City Electric Utility staff will complete all remaining portions of construction.

Budget Impact:

This project is funded in the FY 2022-23 Electric Capital Improvement Plan (CIP), 415-5555-580.63.01-EL2322, which was added as part of the mid-year budget adjustment.

Cost Details:

Conduit installation \$129,475.00
15% Contingency \$ 19,421.25
Total \$148,896.25

As required by City Policy, requests for services with an estimated cost exceeding \$50,000 will be submitted to City Council for approval.

Strategic Impact:

Infrastructure – This underground upgrade project is critical to improving the electric infrastructure by upgrading underground lines to improve reliability of service to Mount Dora customers while enhancing the safety in maintenance and operation of electric facilities.

Recommendation:

City Council approve Task Authorization #6 for Bellmore Enterprises Incorporated to install underground conduit as part of the Grantham Point Underground Upgrade Project.

Attachment(s):

1. SIGNED TA-6 Grantham Point -Belmore Conduit Work

Prepared by: Steve Langley, Electric Utility Director

Reviewed by: Wayne Zimmerman, Deputy Electric Utility Director
Steve Langley, Electric Utility Director
Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 5/16/2023

Approved - 5/16/2023

Approved - 5/22/2023

Approved - 5/24/2023

Approved - 5/28/2023

Final Approval - 5/30/2023

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between Bellmore Enterprises, Inc. (Contractor) and the City of Mount Dora, approved under Resolution 2019-181, dated September 19, 2019, and amended May 17, 2022, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.	Budget Account Number: 415-5555-580.63.01 EL2322
Project Amount: Total Project \$129,475 + 15% Contingency = \$148,896.25	City Project Manager: Wayne Zimmerman
Contractor: Bellmore Enterprises, Inc.	Contractor Project Manager: Darcy Bellmore

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

SUMMARY OF WORK TO BE COMPLETED	
<u>Each Task Authorization package shall include:</u> Exhibit A – Scope of Work Exhibit B – Compensation Exhibit C - Sub-Contractors Exhibit D – Schedule	
Recommended By: Print: Wayne Zimmerman Date: <u>5/12/2023</u> Signature: <u>Wayne R. Zimmerman</u> Digitally signed by Wayne R. Zimmerman Date: 2023.05.16 09:05:00 -04'00'	
Reviewed By: Print: <u>Steven G. Langley</u> Date: <u>5/12/2023</u> Signature: <u>Steven G. Langley</u> Digitally signed by Steven G. Langley Date: 2023.05.15 14:59:50 -04'00'	
CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name: DARCY BELLEMORE	Print Name:
Signature:	Signature:
Date: 05-16-2023	Date:

EXHIBIT "A"

Scope of Services

PROJECT NAME: Grantham Point Underground Upgrade

This project proposes the underground upgrade of existing underground direct-buried lines located in Grantham Point. Bellmore will install 10,175 feet, of underground conduit adhering to guidelines contained in the Agreement.



**EXHIBIT “B”
Compensation**

METHOD OF COMPENSATION: Hourly Rate and Fixed Fee with Not-to-Exceed Amount of \$142,422.50 for total services. This price shall include contingency. A full cost breakdown of hourly task compensation is attached in the following pages.

**EXHIBIT “C”
Sub-Contractors**

None

**EXHIBIT “D”
Schedule**

SCHEDULE OF SERVICES: CONTRACTOR shall complete the Scope of Work within 90 days of project initiation.

BELLMORE ENTERPRISES INC

PROPOSAL

S TREMAIN ST & LIBERTY AVE

Date: 04/30/2023

BELLMORE ENTERPRISES INC
16019 REDINGTON DRIVE
REDINGTON BEACH, FL 33708
727-224-1584
Customer ID MT DORA

Contact	Job	Payment Terms	Due Date
	S TREMAIN ST & LIBERTY AVE		

Qty	Description	Unit Price	Line Total
2,145 FT	DIRECTIONAL BORE 1ST CONDUIT UP TO 2"	\$17.00/FT	\$36,465.00
3,230 FT	DIRECTIONAL BORE ADDITIONAL 2" CONDUIT	\$7.00/FT	\$22,610.00
1,600 FT	DIRECTIONAL BORE 1ST CONDUIT UP TO 3"	\$23.00/FT	\$36,800.00
3,200 FT	DIRECTIONAL BORE ADDITIONAL 3" CONDUIT	\$10.50/FT	\$33,600.00
	BELLMORE TO ASSIST DIGGING OUT, PREPPING, INSTALLING NEW TRANSFORMERS, PULLBOXES, ETC. DELIVERY AND FINAL INSTALLATION BY MT DORA		
	1800LB MULETAPE INCLUDED IN ALL INSTALLED PIPE		
Subtotal			
Sales Tax			
Total			\$129,475.00

Make all checks payable to BELLMORE ENTERPRISES INC

Thank you for your business!

BELLMORE ENTERPRISES INC 16019 REDINGTON DRIVE REDINGTON BEACH FL 33708

Phone: 727-224-1584 Email BELLMOREINC@AOL.COM



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

DATE: June 6, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of the Amendment 1 to the Pole Attachment Agreement with Summit Broadband

Introduction:

This request is for City Council to approve the Amendment to the Pole Attachment Agreement with Summit Broadband.

Discussion:

On August 1, 2017, City Council approved the Joint Attachment Agreement between the City of Mount Dora and the City of Leesburg, which allows the City of Leesburg to utilize space on the City of Mount Dora's poles within the electric service area. On January 10, 2018, The City of Leesburg assigned this agreement to Summit Broadband with Mount Dora's pre-approval. The City Electric Utility is now adding to this agreement to reflect new processes, safety measures, code requirements, and a rate change. In order to update this agreement and allow for an increased rental rate, an amendment is needed. This amendment will:

- Make sure all safety measures are met.
- Allow for a bulk permitting process if large numbers of poles are requested for use.
- Allow for an engineering study as needed to make sure clearance and wind loading calculations meet code.
- Have the ability to negotiate the cost of required pole upgrades if necessary with the Licensee
- Allow for an increase in the license fee which was approved by Council in June of 2021. This increase reflects the added cost of maintenance and infrastructure improvements to the City's poles.

Budget Impact:

Electric Revenues, 410-0000-362.65.01, are projected to increase by \$13,248 for FY 2024. Summit rents space on 829 poles at the rental rate of \$20.58 per pole each year.

Strategic Impact:

Goal 2 Infrastructure

By entering into this agreement, it will allow the City of Mount Dora to maintain and operate a sustainable city that will ensure its longevity.

Recommendation:

City Council approve Amendment to the Pole Attachment Agreement with Summit Broadband.

Attachment(s):

1. First Amendment Pole Attachment Agreement Summit & City of Mount Dora executed by Summit
2. Exhibit A-Pole Attachment Permit

Prepared by: Steve Langley, Electric Utility Director

Reviewed by: Wayne Zimmerman, Deputy Electric Utility Director

Steve Langley, Electric Utility Director

Aneta Barton, Budget Director

Sherry Sutphen, City Attorney

Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 5/16/2023

Approved - 5/16/2023

Approved - 5/22/2023

Approved - 5/24/2023

Approved - 5/28/2023

Final Approval - 5/30/2023

**AMENDMENT TO THE AGREEMENT BETWEEN
THE CITY OF MOUNT DORA AND SUMMIT BROADBAND, INC.**

THIS AMENDMENT made by and between the and the City of Mount Dora Florida, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as CITY and Summit Broadband, Inc., a Florida corporation located at 4558 35th St. Orlando, FL 32811, hereinafter referred to as LICENSEE, as evidenced by the signatures affixed below.

WITNESSETH:

WHEREAS, on August 14, 2017, the CITY and the City of Leesburg entered into an Agreement related to joint uses and co-location of utility poles (Agreement); and

WHEREAS, on December 12, 2017, the CITY accepted an assignment of the City of Leesburg's interest in and to the Agreement to LICENSEE by way of letter executed by the City of Mount Dora City Manager pursuant to City of Mount Dora Resolution No.: 2017-150; and

WHEREAS, the parties have determined that it is in their mutual best interest to amend the Agreement to align with the updated processes created by the CITY's Electric Utility Department.

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

1. Summit Broadband, Inc., is hereby recognized under the Agreement as the new party in interest (Licensee under this Amendment), replacing the City of Leesburg, as the last party to the Agreement.
2. Article I, Section 1.2, is hereby amended as follows:

The last sentence of the section, "Nothing herein shall prohibit the connection by Leesburg to a Mount Dora pole by reason of another company's attachment already being attached to said pole, so long as Leesburg otherwise abides by the terms and conditions of this Agreement and all Mount Dora and other safety and engineering requirements are met." **is hereby deleted.**

3. Article II, Section 2.1, **is hereby deleted in its entirety and replaced with the following:**

Whenever Licensee desires to secure space on any pole or group of poles owned by the City, it shall make written application, in the form established by the City, which includes the attachment of any and all information necessary for the City to determine if the requested space can be provided. If the City determines that such

space can be provided, it shall issue a permit for such pole or group of poles in the form attached hereto as **Exhibit "A"**. In the event the City determines, in its sole discretion, that a pole is insufficient in height, strength or other character to accommodate additional attachments as proposed by Licensee, the Licensee may advance the cost of replacing the pole and any and all other costs and expenses associated with putting the pole back in service, in order to obtain a permit for securing space on the same.

4. Article II, Section 2.4 is hereby deleted in its entirety.
5. Article III, Section 3.1, is hereby deleted in its entirety and replaced with the following:

For any permits approved and issued by the CITY, as set forth in Section 2.1 as amended.

6. Article VII, is deleted in its entirety and replaced with the following:

Article VII

Section 7.1 By February 28th, each year, the Licensee shall pay a license fee to the City in the amount of \$20.58 for each pole utilized by the Licensee for the prior calendar year. The license fee may be adjusted no more than one time each year, to be effective in the following year, provided the City provides notice of such increase, based upon CPI index for Electric Power Distribution PCU # 221122221122, to the Licensee by September 30 of the year prior to the increase.

7. All of the terms and conditions of the original Agreement, or any modification thereof, shall remain in full force and effect, and to the extent of any conflict between this Amendment and the original Agreement, or any modification thereof, this Amendment shall prevail.
8. This Amendment may be executed in counter parts all of which shall constitute an agreement binding on all the Parties, notwithstanding that all such Parties are not signatories to the original Agreement or the same counterpart. Each Party shall become bound by this Amendment immediately upon signature thereto.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the ____ day of _____, 2023.

CITY OF MOUNT DORA

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand, 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

SUMMIT BROANDBAND, INC.
(LICENSEE)

By: _____

Print: _____

Title: _____

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of _____, as SVP, of Summit Broadband, Inc. who personally swore or affirmed that he/she is authorized to execute this Amendment and thereby bind the Licensee, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 18 day of May, 2023.

(stamp)

NOTARY PUBLIC, State of Florida



JERRICA SCHEPIGA
Notary Public
State of Florida
Comm# HH334317
Expires 11/21/2026

Page 3 of 3

APPENDIX B

Exhibit A

PRE-PERMIT FIELD SURVEY APPLICATION POLE ATTACHEMENT REQUEST

* - Appendix A JOINT POLE ATTACHMENT CRITERIA

APPLICATION PACKAGE # 1

LICENSEE																			MOUNT DORA REVIEW			
Pole Attachment Application #	Mount Dora Pole Number	Building Number and Address	Construction Installation			Pole Attachment Position (1, 2, 3) *	NESC 40" Separation	NESC Roadway Clearance	Attachment (Same Side as Utility)	Make Ready Required	Proposed HOA	Telecomm 1	Telecomm 2	Secondary	Street Light	Transformer	Neutral	MOUNT DORA REVIEW				
			New	Overlash	Replacement													Required Load Analysis	Make Ready Complete	Pole Approved for Attachment		
EXAMPLE	3401	900 N. Donnelly Street		X		3	Y	Y	Y	N								N	NR	Y		
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510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: June 6, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Meeting Minutes

- May 9, 2023, County Club of Mount Dora Public Meeting Minutes
- May 16, 2023, City Council Regular Session Minutes

Introduction:

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

Discussion:

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

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council to approve Meeting Minutes.

Attachment(s):

1. 05.09.2023.CCMD.Minutes_DRAFT
2. 05.16.2023.Regular Session_DRAFT

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Jeanann Hand, City Clerk

Final Approval - 5/28/2023

**CITY OF
MOUNT DORA, FLORIDA
MINUTES
GOLF CART
ORDINANCE MEETING**



**May 9, 2023, 2:00 p.m.
Country Club of Mount Dora
1900 Country Club Boulevard
Mount Dora, FL 32757**

Mount Dora City Councilmembers Present

Crissy Stile, Mayor
Cal Rolfson, District 2

Also Present

Patrick Comiskey, City Manager
Vince Sandersfeld, Planning Director
Michael Gibson, Interim Police Chief
Adam Sumner, Deputy Planning Director

CALL TO ORDER

Council Member Rolfson provided opening statements and an explanation of the Florida Law pertaining to the proposed golf cart ordinance being considered. He further explained his understanding of allowances for golf carts operating on city streets. Further clarified the difference between the State Law for Low Speed Vehicles (LSV) and the proposed golf cart ordinance.

There were approximately 55 residents of the Country Club of Mount Dora. Several attendees announced they lived in the Lakes of Mount Dora. There was at least one insurance agent present.

Mr. Rick Bridges, President of the Country Club of Mount Dora HOA, was in attendance and submitted written comments, concerns and questions for the record.

Mr. Sandersfeld gave an historical overview of how the City came to this proposed ordinance to allow golf carts on City streets and how the proposed implementation plan would work. Further explained potential access connections and designated golf cart trail systems that are being planned in the adjacent area to the Country Club of Mount Dora; and the importance of golf cart opportunities to travel to the nearby shopping center in the future.

Chief Gibson provided some additional insight on the difference between Low Speed Vehicles (LSVs) versus golf carts.

At this point it was opened for public comments, questions, and concerns:

Several residents expressed concerns about the cost of the registration fee, they suggested a reduced rate for renewals or a two year registration period.

There were several questions and comments as to why this ordinance would repeal Section 42-4 of the current City Code of Ordinances, which currently allows for golf carts to use City Streets within the Country Club of Mount Dora. It was requested to not repeal Section 42-4 by those in attendance and allow the Country Club of Mount Dora golf cart rules to remain that are in effect today with no further restrictions proposed under the new ordinance.

There was a request from some of the residents in attendance to exempt the Lakes of Mount Dora from this ordinance as well, to help grow the membership at the Country Club.

It was pointed out that the speed limit on Country Club Boulevard is 35 MPH and needs to be reduced to 30 MPH to safely allow golf carts on it. Currently, Section 42-4 of the City Code allows golf carts on Country Club Boulevard and other streets Country Club is an active golf course community.

There was a request to encourage the DMV to do LSV inspections and registrations locally so that LSV owners do not have to transport their vehicles to Ocala.

There were questions concerning the impact of golf carts on Downtown parking.

Mr. Sandersfeld advised of the opportunities for golf cart to share parking spaces, which is a benefit. He noted, depending upon the request and number of registered golf cart, city staff would evaluate parking needs specific to golf carts in the downtown code area.

There was a request for additional traffic enforcement within the Country Club of Mount Dora.

Mayor Stile commented that this feedback was helpful in understanding the impacts on the residents of the Country Club of Mount Dora and that when this item comes back to City Council she would share the community input with Council at that meeting.

At the conclusion of the meeting, staff explained that they would present City Council a summary and possible options based on the community input.

ADJOURNMENT

There being no further business for discussion, the meeting adjourned at approximately 3:05 p.m.

CRISSY STILE, MAYOR
City of Mount Dora

Vince Sandersfeld, Planning Director

CITY OF

MOUNT DORA, FLORIDA

CITY COUNCIL

MINUTES



May 16, 2023 City Hall

510 N. Baker St.

Mount Dora, FL 32757

CALL TO ORDER

Having been duly advertised as required by law, at 6:00 PM. Mayor Crissy Stile called to order the May 16th Regular Session of the Mount Dora City Council.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

A moment of silence and Pledge of Allegiance were led by Councilmember Bryant.

ROLL CALL

Members Present

Mayor Crissy Stile
Vice-mayor Marc Crail
John Cataldo, District 1
Cal Rolfson, District 2
Dennis Dawson, District 3
Nate Walker, District 5
Doug Bryant, At-Large

Also Present

Patrick C. Comiskey, City Manager
Sherry G. Sutphen, City Attorney
Jeanann Hand, City Clerk

PRESENTATIONS

1. Mount Dora Fun Fact

Mayor Stile shared information regarding scholarships awarded to seniors Mount Dora High School.

2. National Safe Boating Week Proclamation

Mayor Stile read the Safe Boating Week proclamation into the record. United States Coast Guard Auxiliary Flotilla 42 Vice-commander Adam Pinkerton provided information regarding safe boating, life jackets, and Safe Boating Week.

PUBLIC COMMENTS

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

APPROVAL OF AGENDA

Mayor Stile requested to add to the Regular Agenda an item for discussion regarding the City Manager.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGENDA WITH THE ADDED DISCUSSION ITEM, DISCUSSION OF THE CITY MANAGER; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

BOARD APPOINTMENTS

1. Lake Community Action Agency

MOTION BY COUNCILMEMBER WALKER TO APPOINT JEANANN HAND AS THE MOUNT DORA REPRESENTATIVE ON THE BOARD OF THE LAKE COMMUNITY ACTION AGENCY; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

CONSENT AGENDA

1. Request Approval of Agreement Between the City of Mount Dora and ABB Inc., Related to Substation and Generating Station Maintenance Services
2. Request Approval of Amendment to the Interlocal Agreement between Lake County and the City of Mount Dora for Library Services
3. Request Approval of Amendment 2 to the Financing Agreement Between Christian Home and Bible School, PNC Mortgage Corporation and the City of Mount Dora
4. Request Approval of Termination of Agreement between the Florida Department of State and the City of Mount Dora for the Simpson Farmhouse Project
5. Request Authorization for Mayor to Execute Acceptance of Assignment between the City of Mount Dora and Raftelis Financial Consultants, Inc.
6. Request Approval of Meeting Minutes: May 2, 2023 Regular Session Minutes

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

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request approval of Final Reading (Adoption) of **Ordinance No. 2023-06**, Amendment to Section 42.4 of the Mount Dora Code of Ordinances to allow Golf Carts on Certain City Streets.

City Attorney Sutphen read Ordinance No. 2023-06, Amendment to Section 42.4 of the Mount Dora Code of Ordinances to allow Golf Cards on Certain City Streets by title only.

ORDINANCE NO. 2023-06

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE CITY OF MOUNT DORA CODE OF ORDINANCES CHAPTER 42 TRAFFIC AND VEHICLES AND THE USE OF GOLF CARTS IN THE CITY OF MOUNT DORA; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR REPEAL OF CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE I, IN GENERAL, SECTION 42-4, GOLF CART USAGE ON CERTAIN STREETS; ESTABLISHING CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 42, ARTICLE V, GOLF CARTS AND LOW SPEED VEHICLES; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Planning Director Vince Sandersfeld recommended the item be tabled and a second first reading be held at a later meeting.

Councilmember Rolfson supported the recommendation.

Councilmembers discussed the community's feedback on registration fees, parking monitoring, the content of the ordinance, the proposed ordinance's compatibility with state laws, and other related issues they considered outstanding.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO TABLE ORDINANCE 2023-06 UNTIL THE ADDITIONAL REVISIONS CAN BE MADE AND THE ORDINANCE CAN BE BROUGHT BACK FOR A SECOND FIRST READING; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Rolfson
Cataldo
Dawson
Walker
Bryant
Crail
Stile

NO None

DISCUSSION ITEM

1. Discussion Regarding City Manager

Mayor Stile offered the City Manager an opportunity to resign. City Manager Comiskey declined the offer. Mayor Stile commented upon the performance of the City Manager, and invited comment from Councilmembers. Councilmembers discussed the Mayor's comments, their working relationships with the City Manager, and his performance evaluation last November. Councilmembers proposed methods of gathering and evaluating information and feedback in order to address topics mentioned by Mayor Stile.

MOTION BY COUNCILMEMBER ROLFSON FOR COUNCILMEMBER CATALDO TO CONTACT THE FLORIDA LEAGUE OF CITIES FOR AN IMMEDIATE MEETING WITH THE CITY ATTORNEY, THE CITY MANAGER, COUNCILMEMBER CATALDO, AND THE FLORIDA LEAGUE OF CITIES DESIGNEE FOR A SERIES OF MEETINGS, TO GIVE THE CITY MANAGER THE OPPORTUNITY FOR INPUT, AND FOR COUNCILMEMBER DAWSON TO WORK WITH HUMAN RESOURCES TO IMMEDIATELY CREATE A SURVEY FOR THOSE WHO REPORT DIRECTLY TO THE CITY MANAGER, WHICH MAY ALSO INVOLVE THE EMPLOYEES BEING INTERVIEWED; COUNCILMEMBER BRYANT SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Rolfson
Bryant
Cataldo
Dawson
Walker
Crail
Stile

NO None

CITY MANAGER'S REPORT

City Manager Comiskey reaffirmed his commitment to work with Council and staff. At Mr. Comiskey's request, Councilmember Rolfson delivered a legislative update. Councilmember Rolfson mentioned an upcoming webinar with the Florida League of Cities regarding recent legislative action.

CITY ATTORNEY'S REPORT

City Attorney Sutphen provided the most recent information regarding the magistrate for the AMCO mediation and the Edward Rowlett Code Enforcement appeal.

COMMUNICATIONS AND REPORTS

1. Council Member Dennis Dawson
Councilmember Dawson commended Parks and Recreation Director Troy Shonk regarding the pool and the sidewalks at Stein Park, and commented favorably on Taste of Mount Dora.
2. Council Member Cal Rolfson

Councilmember Rolfson commended Mr. Shonk and Public Works Director George Marek for fixing drainage issues at the County Club of Mount Dora.

3. Council Member Nate Walker
No report.
4. Council Member Doug Bryant
No report.
5. Council Member John Cataldo
Councilmember Cataldo thanked Mr. Marek and other staff for addressing speeding and safety issues on Tremain Street, and announced the Historical Society's upcoming Bed and Breakfast Walking Tour.
6. Vice-Mayor Marc Crail
Vice-mayor Crail remarked on the difficulty of their job and how they all work for the good of the City.
7. Mayor Crissy Stile
Mayor Stile echoed the Vice-mayor's remarks.

FUTURE MEETING DATES

1. May 22, 2023, 6:30 PM, Work Session: Joint Planning Agreements
2. June 6, 2023, 6:00 PM, Regular Session
3. June 12, 2023, 6:00 PM, Budget Work Shop: Budget Parameters and Fire Assessment
4. June 20, 2023, 6:00 PM, Regular Session

ADJOURNMENT

MOTION BY COUNCILMEMBER WALKER TO ADJOURN. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

There being no further business for discussion, Mayor Stile adjourned the meeting at approximately 8:09 PM.

CRISSY STILE, MAYOR
City of Mount Dora

JEANANN HAND, CITY CLERK



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

DATE: June 6, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Amendment 1 to the Lake County Water Authority Grant Agreement Dated May 4, 2021

Introduction:

This is a request for the Council to authorize the Mayor to sign an agreement wherein the Lake County Water Authority has extended the time allowed to complete the City's Liberty Avenue Stormwater Treatment Project.

Discussion:

The City is receiving CMAR construction pricing for the project at this time. The agreement extends the grant until September 4, 2023.

Budget Impact:

No impact.

Strategic Impact:

Objective 2.4. Sustain City Infrastructure

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

Recommendation:

Authorization for the Mayor to Execute Amendment 1 to the Lake County Water Authority Grant Agreement dated May 4, 2021.

Attachment(s):

1. Amended storwater grant extension Mt Dora_3-23-23_LCWA-Signed
2. ExecutedAgreement_LCWA_210507

Prepared by: GEORGE MAREK, Interim Public Works Director
Reviewed by: GEORGE MAREK, Interim Public Works Director
Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 5/18/2023
Approved - 5/22/2023
Approved - 5/24/2023
New -

RESOLUTION NO. 2021-53

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE STORMWATER GRANT PROGRAM AGREEMENT FOR THE LIBERTY AVENUE WATER QUALITY TREATMENT PROJECT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF GRANT AGREEMENT AND AUTHORITY TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City owns and maintains drainage systems and stormwater facilities throughout the City of Mount Dora; and

WHEREAS, from time to time the drainage systems and stormwater facilities need to be improved in order to improve water quality and alleviate drainage concerns; and

WHEREAS, in December 2020, the City submitted a grant application to Lake County Water Authority seeking a Stormwater Treatment Grant for the purpose of constructing the Liberty Avenue Water Quality Treatment Project; and

WHEREAS, the City was recently informed that it has been awarded a Stormwater Treatment Grant for its Liberty Avenue Water Quality Treatment Project; and

WHEREAS, the City has determined that it is in its best interest to enter into an agreement with the Lake County Water Authority related to the Stormwater Treatment Grant.

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

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

SECTION 2. Approval of Grant Agreement and Authorization to Execute.

A. The Stormwater Grant Program Agreement, attached hereto as **Exhibit "A"** is hereby approved. The Mayor or a designee thereof is hereby authorized to execute the Agreement on behalf of the City.

B. The Mayor is authorized to execute any future amendments to the Stormwater Grant Program Agreement for the Liberty Avenue Water Quality Treatment Project which do not material alter the terms and conditions of the underlying Agreement, and so long as any such amendment has been reviewed and approved by the City Attorney and notice of the executed amendment is provided to the City Council as an informational item on an agenda.

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 of Mount Dora pertaining to the Stormwater Grant Agreement for the Liberty Avenue Water Quality Treatment Project, 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.

Signatures on Following Page

PASSED AND ADOPTED this 4th day of May, 2021.



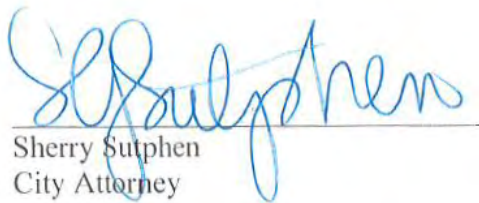
CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:



GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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



Sherry Sutphen
City Attorney

EXHIBIT "A"
to Resolution 2021-53
Stormwater Grant Program Agreement for the
Liberty Avenue Water Quality Treatment Project

**LAKE COUNTY WATER AUTHORITY
STORMWATER GRANT PROGRAM
AGREEMENT TO FUND MOUNT DORA
LIBERTY AVENUE STORMWATER TREATMENT PROJECT**

THIS AGREEMENT is made and entered into by and between the LAKE COUNTY WATER AUTHORITY, whose address is 27351 SR 19, Tavares, FL 32778-3119 (hereinafter referred to as the "Authority") and THE CITY OF MOUNT DORA, whose address is 510 North Baker Street, PO Box 176, Mount Dora, FL 32757 (hereinafter referred to as "Grantee" or "Recipient"), a body of local government within Lake County, Florida, to provide financial assistance for treatment of stormwater on Liberty Avenue with an existing water retention area and modification of the outfall in the stormwater pond.

WITNESSETH:

WHEREAS, the Authority, is authorized and governed by Chapter 2005-314, Laws of Florida, for the purposes, among others, of controlling and conserving the fresh water resources of Lake County, preserving, protecting, and improving the fish and aquatic wildlife of the county, and protecting the freshwater resources by assisting local governments in the treatment of stormwater runoff, and

WHEREAS, the reduction and ultimate elimination of untreated stormwater into our public waterways will ultimately benefit the ecology of our waterways and the residents and tourists that use them, and

WHEREAS, it is desirable for the Authority to assist the local governments of Lake County in a coordinated effort through the provision of grant funds to reduce the influx of untreated stormwater into the publicly owned waterways of Lake County, and

WHEREAS, the Grantee's project consists of rerouting stormwater runoff flowing down Liberty Avenue to an existing water retention structure for treatment and retrofitting the stormwater pond's outfall, hereinafter referred to as the "PROJECT"; and

WHEREAS, the Authority considers Grantee's PROJECT worthwhile and desires to assist Grantee in the funding of the PROJECT.

NOW, THEREFORE, the Authority and Grantee, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

In consideration of the mutual benefits to be derived here from, the Authority and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform and/or construct its PROJECT, in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein, which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and

"Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.

2. This Agreement shall begin upon the date it has been executed by both parties, and terminate no later than **twenty-four (24) months** thereafter. The Grantee shall not be eligible for reimbursement for any work performed or land purchased prior to the date this Agreement has been executed by both parties. This Agreement may be amended to provide for additional services if additional funding is made available by the Authority.
3. A. For the improvement of water quality in the receiving Lake County waterbody by the Grantee under the terms of this Agreement, the Authority shall provide grant monies to the Grantee, on a cost reimbursement basis, in an amount not to exceed **\$285,739 (Two hundred eighty-five thousand seven hundred thirty-nine Dollars)**, or 100% (100 Percent) of the PROJECT costs, whichever is less, for a portion of the Grantee's water quality enhancement PROJECT, outlined in **Attachment A, Grant Work Plan**. The parties agree that the Grantee is responsible for providing at least a minimum match of **\$0 (Zero Dollars)**, of the grant funded water quality enhancement portion of the PROJECT described in **Attachment A**. Regardless of the amount of this grant, expenditures by Grantee which are determined, in the sole discretion of the Authority, to be unrelated to the enhancement of water quality in the receiving waterbody, will not be funded or reimbursed by the Authority. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Grant Work Plan described in **Attachment A** to provide for the work that can be accomplished for the funding identified above.
 - (1) Payments shall further be conditioned upon the following:
 - i. That funding from the Authority shall only be applied toward the portion of the project that treats the existing impervious areas and not future development, nor shall the Authority fund the redistribution of flows from existing retention areas that are proposed to be eliminated or reduced;
 - ii. That Grantee shall pay its pro-rata share of the PROJECT as outlined in this Agreement;
 - iii. That Grantee shall provide the Authority the necessary invoices and other documentation sufficient to evidence that Grantee has incurred the actual expense;
 - iv. That Grantee shall provide the Authority written verification, provided by a person duly authorized by Grantee to so verify, that Grantee has incurred the actual expense;
 - v. That Grantee shall provide sufficient evidence to demonstrate that the reimbursable expenses are directly related to the water quality enhancement portion of the PROJECT.
 - (2) If Grantee does not expend its pro-rata share of the cost for the work performed as set forth in this Agreement, the Authority will make payment only in a lesser amount which is proportionate to that which Grantee has

expended and for which it has provided the appropriate support documentation to the Authority in accordance with this Agreement.

- a. The Authority shall make reimbursements to Grantee within thirty (30) days of timely submitted invoices by Grantee, complete with the appropriate support documentation and any additional information requested by the Authority, which shall be submitted to the Authority at the following address:

LAKE COUNTY WATER AUTHORITY
27351 SR 19
Tavares, Florida 32778

- b. Grantee shall not use any Authority funds for purposes not specifically identified in the Grant Work Plan.
- c. The Authority shall have no obligation to reimburse Grantee for any costs under this Agreement until construction of the PROJECT has been completed.
- d. The Authority's performance and payment pursuant to this Agreement is contingent upon the Authority's Board of Trustees appropriating funds for the PROJECT.

B. Upon completion of the PROJECT, the Grantee shall submit a written payment request, including a final project report containing before and after photographs and as-built plans, to the Authority's Grant Manager. The Grant Manager shall have thirty (30) calendar days within which to review the request. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible water quality enhancement project costs, not to exceed the maximum grant amount. In addition to the payment request, the Grantee must provide from its accounting system a listing of expenditures made under this Agreement. The listing shall include, at a minimum, a description of the goods and/or services purchased, date of the transaction, voucher number, amount paid, and vendor name.

C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Authority may request proof of transactions, such as invoices and payroll registers. If requested by the Authority, Grantee shall provide this additional information within 30 calendar days of such request.

4. The Authority's performance and obligation to pay under this Agreement is contingent upon an annual budget allocation by the Board of Trustees. The parties hereto understand that this Agreement is not a commitment of future budget allocations.
5. The Grantee shall submit written quarterly progress reports describing the PROJECT work performed, problems encountered, problem resolution, schedule updates and proposed

work for the next reporting period. Quarterly reports shall be submitted to the Authority's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30, and December 31. The Authority's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.

6. The Grantee shall recognize the Authority by erecting a sign at the site indicating the Authority's funding assistance for the project. The Authority's Grant Manager shall review and approve the sign prior to placement.
7. The Grantee agrees that it shall be solely responsible for the construction, operation, maintenance and/or failure of operation and/or maintenance of its PROJECT and/or stormwater system, and for its acts of omission and/or commission and for the negligent and/or wrongful acts of itself, its employees and agents. However, nothing contained herein shall constitute a waiver by Grantee of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
8. The Authority may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Authority shall provide thirty (30) calendar days written notice of its intent to terminate this Agreement, and shall provide the Grantee an opportunity to consult with the Authority regarding the reason(s) for termination, and to remedy the deficiencies, if possible.
9. This Agreement may be unilaterally canceled by the Authority for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a), Florida Constitution and Chapter 119, Florida Statutes.
10. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Authority, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
11. A. The Grantee may subcontract work under this Agreement without the prior written consent of the Authority's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Authority shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Authority supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. It is encouraged that the award of subcontracts reflects the full diversity of the citizens of the State of Florida.

12. Nothing in this Agreement shall create, or be implied to create, any relationship between the Authority and any subcontractor of Grantee, nor any ownership, liability or responsibility of the Authority with respect to the stormwater system of Grantee.
13. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.
14. The Grantee shall comply with all applicable federal, state and local rules and regulations in its construction, performance and/or operation of the PROJECT. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
15. The Authority's Grant Manager for this Agreement is identified below.

Jason Danaher
Water Resources Director
Lake County Water Authority
27351 SR 19
Tavares, FL 32778-3119
Telephone No.: (352) 324-6141 ext. 38
Fax No.: (352) 324-6364
E-mail Address: jdanaher@lewa.org

16. The Grantee's Grant Manager for this Agreement is identified below.

George Marek
Senior Project Manager
City of Mount Dora
900 North Donnelly Street, Mt. Dora FL 32757
Telephone No.: (352) 735-7151 ext. 1825
E-Mail Address: marekg@ci.mount-dora.fl.us

17. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor(s) to provide Workers' Compensation Insurance for all of the subcontractors' employees, unless such employees are covered by the protection afforded by the Grantee. All such self-insurance programs or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees are engaged in hazardous work under this Agreement, and are not protected

under Workers' Compensation statutes, the Grantee shall provide, and shall cause each subcontractor to provide, adequate insurance, consistent with Grantee's primary insurance coverage, for the protection of all such employees not otherwise protected.

18. The parties specifically agree that Grantee is an independent contractor, and is not an agent, representative, or employee of the Authority. Grantee agrees to carry adequate liability insurance coverage and other appropriate forms of insurance coverage, consistent with Grantee's primary insurance coverage. The Authority shall have no liability except as to the payment of grant monies as provided above.
19. The Grantee covenants that it presently has no interest, and shall not acquire any interest, which would conflict in any manner or degree with the performance of services required.
20. The purchase of non-expendable personal property or equipment costing \$1,000 or more is not an authorized reimbursable expense under the terms of this Agreement.
21. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posting the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
22. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, less otherwise provided herein.
23. The Grantee agrees that the PROJECT is not to be used to offset additional stormwater treatment requirements that may be imposed upon the Grantee as a result of future redevelopment located within the treatment basin.

(Signatures on the following page)

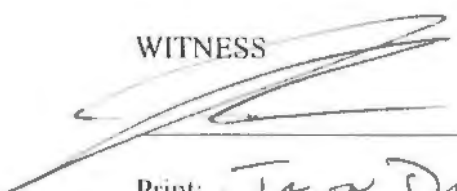
IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

LAKE COUNTY WATER AUTHORITY

 5-7-21

LCWA, Executive Director
Federal ID#: 59-6018003

WITNESS

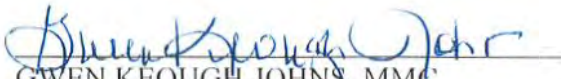

Print: JASON DANAHER

CITY OF MOUNT DORA



CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida
Federal ID#: 59-6000380

ATTEST:


GWEN KEOUGH-JOHNS, MMC
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

Attachment A



LAKE COUNTY WATER AUTHORITY

27351 State Road 19 - Tavares, FL 32778
(352) 324-6141

Stormwater Treatment Grant - Application Form

The Lake County Water Authority (LCWA) initiated a grant program for stormwater retrofitting projects beginning in fiscal year 1996. The grant program targeted municipality/community projects within Lake County that were aimed at enhancing water quality within our waterbodies. The Stormwater Treatment Grant will be administered through the Lake County Water Authority and evaluated by a Technical Evaluation Team (TET), with final award of available grant funds by the LCWA Board of Trustees.

For fiscal year 2020-2021, \$754,738 has been made available to fund this grant program. At the complete discretion of the LCWA Board of Trustees, these funds may be directed to one or more applicants. The LCWA encourages applicants to submit joint community projects where applicable. Priority will be given to capital improvement projects that are ready for construction or implementation, especially where funds can be fully expended or encumbered by the end of fiscal year 2022 (September 30, 2022). The applicant may include land acquisition cost if the purchase must be made specifically to implement the project. Costs for stormwater studies and engineering design associated with construction and/or alternative technologies that can be demonstrated to provide pollutant removal may be included. These projects may receive a lower prioritization than projects that are ready for construction. All applicants must provide an estimate of pollutant loading in the application. Projects submitted without an estimate of pollutant loading may be excluded from further consideration.

The Stormwater Treatment Grant Program is intended to fund the removal of pollutants that are currently discharging into our lakes and wetlands. The program is not intended to fund the treatment of any new or re-developed areas to meet local, state, or federal stormwater permitting requirements. The program is further not intended to fund flooding problems or system repairs with little or no amount of pollution removal. The applicant will be responsible for all maintenance and operation cost associated with each project.

The Lake County Water Authority shall receive applications no later than 4:00 p.m. December 11, 2020 to be considered. The TET will act upon the individual applications in the form of a recommendation by January 15, 2021. TET's formal recommendations will then be sent along with the accompanying applications to the LCWA Board of Trustees for their review. The Lake County Water Authority Board of Trustees will discuss the Technical Evaluation Team's recommendation and make their formal award of the grant(s) during their regularly scheduled meeting on February 24, 2021. Actual payment will be in the form of a reimbursement to the municipality/community of the proposed project in accordance with approved plans as submitted. **Payment will not be provided for work initiated prior to contract execution.**

Please provide an electronic submittal (CD or flash drive) of the grant application. There is no limit to the number of projects that can be submitted.

Applicant Information

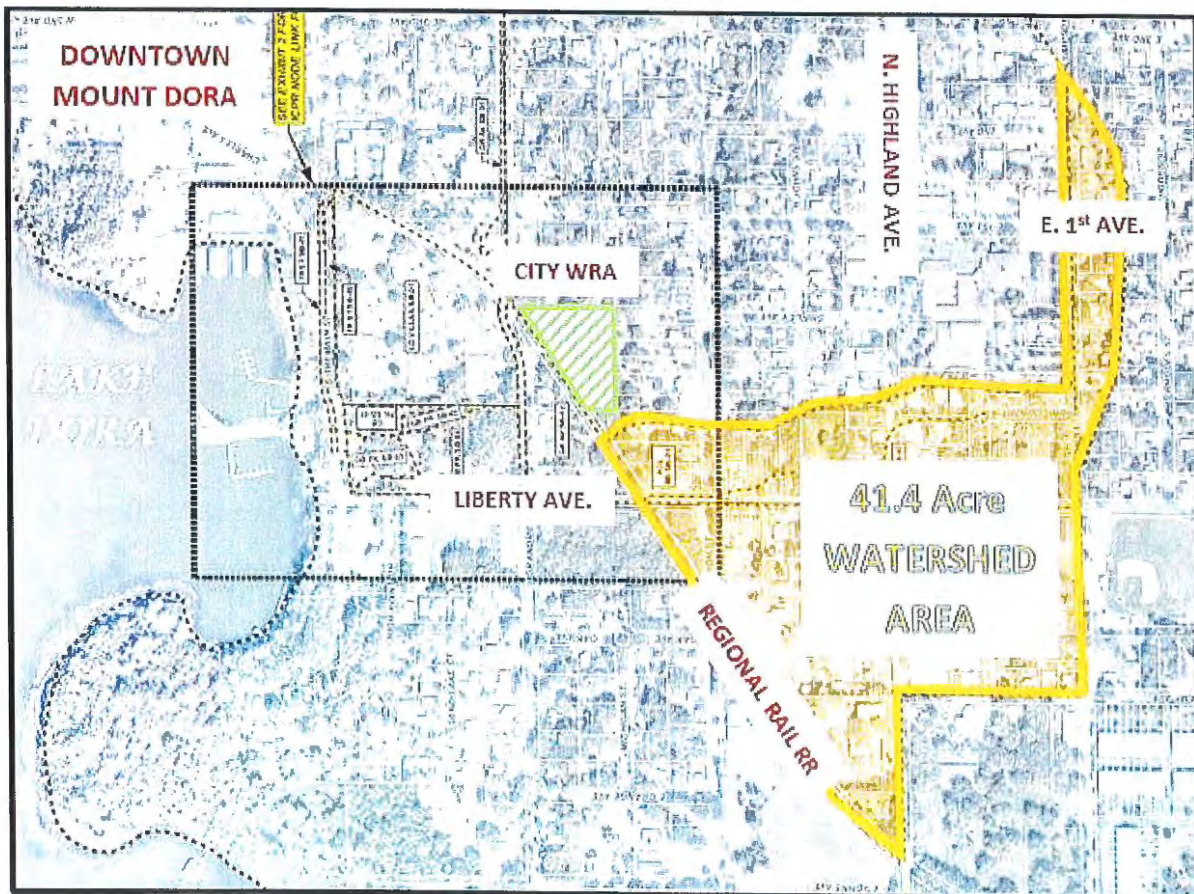
Municipality or Community Name City of Mount Dora	Contact Josef Grusauskas
Phone Number (352) 735-7151 ext. 1807	Title Utilities & Plant Operations Director
Project Name Liberty Avenue Stormwater Treatment Project	E-mail grusauskasj@cityofmountdora.com
Mailing Address Utilities & Plant Operations Department, 900 N. Donnelly Street, Mount Dora, FL 32757	
Federal ID Number 59-6000380	

Location Maps

Please provide the following required information

- ☐ Location of proposed stormwater treatment (attach legible aerial photographs, maps or other materials to adequately depict the watershed, receiving water, and area of the proposed treatment including names of affected water bodies and street names where appropriate).

Liberty Avenue Water Quality Treatment Project

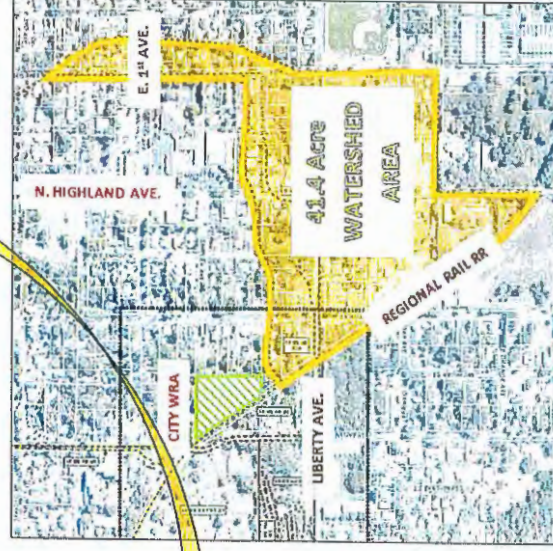
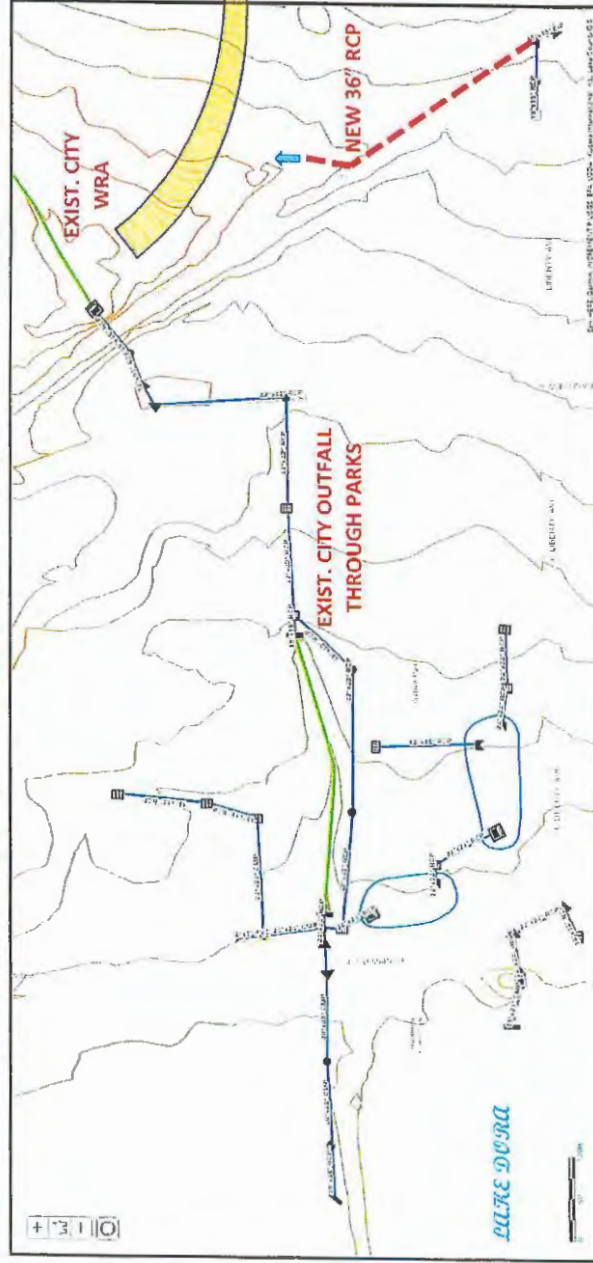


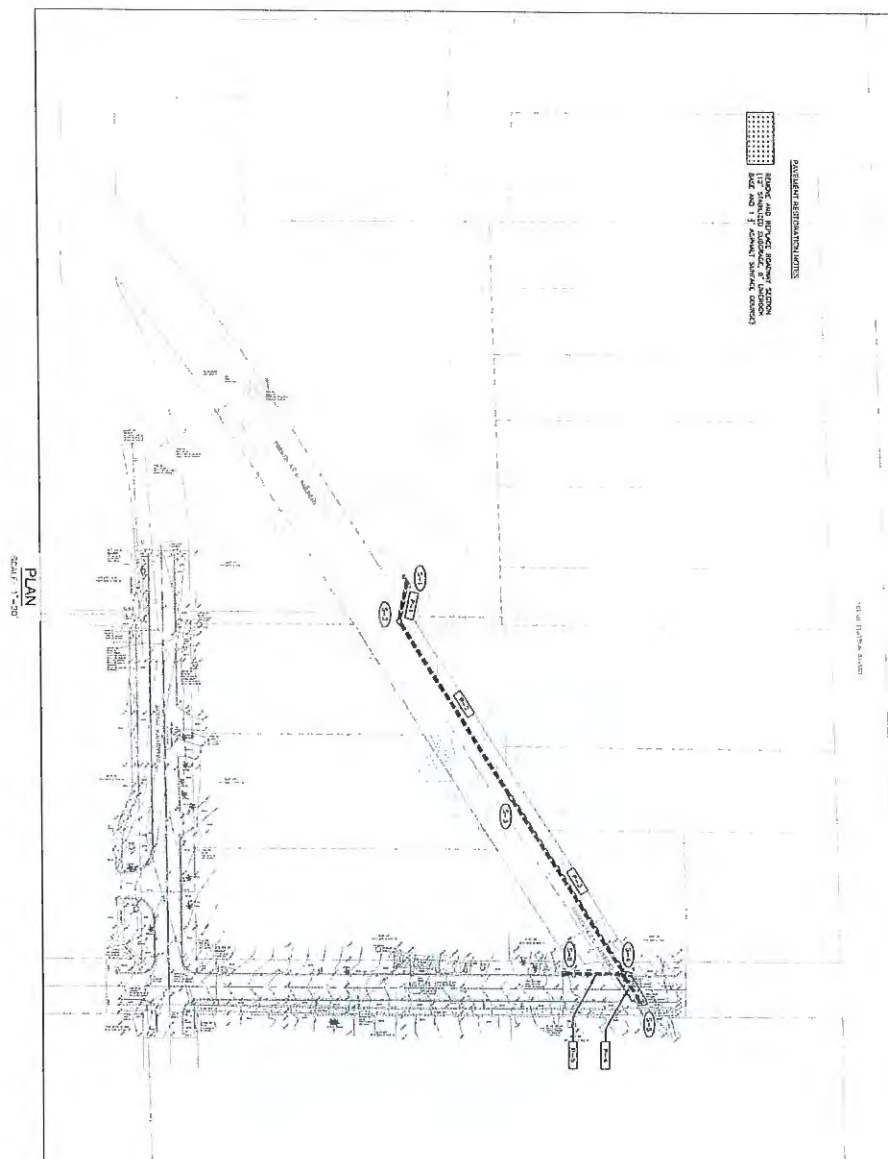
LOCATION MAP and WATERSHED AREA



Liberty Avenue Water Quality Treatment Project

The project is designed to intercept stormwater runoff from a 41.4 acre mixed residential and commercial section of town that presently drains untreated directly to Lake Dora. We will convey the intercepted water to an existing natural low area that the City uses as a stormwater detention pond. The pond discharge is controlled by an existing concrete structure with a weir and a lower level circular orifice for drawdown. We plan to replace the open orifice with a perforated pipe underdrain wrapped with filter fabric and buried in a conventional sand filter bed to enhance the level of nutrient removal for the entire pond discharge.





REMOVE AND REPLACE ROADWAY SECTION
112' STABILIZED SUBGRADE, 8' UNDERDOG
BASE AND 1 1/2" ASPHALT SURFACE COURSE

[illegible]

Digitally signed by David W
Hamstra
Date: 2019.08.26 07:33:06 +04'00'

 David L. Williams Professional Engineer State of Florida License No. 10418 Mechanical Engineering	 Pegasus Engineering, LLC 20 West 8th Ave. Suite 200 West Palm Beach, Florida 33411 Phone: 561.833.1100 Fax: 561.833.1101 www.pegasuseng.com	CITY OF MOUNT DORA 539 LIBERTY AVENUE H&H ANALYSIS	 CITY OF MOUNT DORA	<table border="1"> <thead> <tr> <th>REV.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REV.	DATE	DESCRIPTION			
REV.	DATE	DESCRIPTION								
Scale: As Shown on Drawing City of Mount Dora, Florida 32753		GRADING & DRAINAGE PLAN								

Please provide input on the following criteria that will be evaluated:

- ☐ **Overall Project:** Description of proposed stormwater treatment project. Discuss the technical merits of the project. Provide the associated cost estimate for portion related to water quality treatment. Include an estimate for any additional work if the stormwater element is part of a larger project, the schedule with a completion date, and the estimated operation/maintenance plan for the proposed project. (14 points max)

Technical Merits:	Liberty Avenue Water Quality Treatment Project
This is a smart and efficient storm water quality improvement project that leverages existing relationships and resources to maximize results while controlling costs. The City owns a natural retention area, but it is difficult to reach by the City streets. The key that enabled use of the existing pond was the willingness of Regional Rail's managers to permit us to lay the conveyance pipe in their railroad R.O.W. That saves the cost of buying land, excavating a new pond, shortens the length of pipe needed to intercept runoff from the 41.4 acre watershed, and eliminates pavement restoration needed under the alternative plan. We plan to add a filtered underdrain to the pond.	
Cost Related to Water Quality Treatment:	
The project is entirely related to storm water quality treatment. The City has already paid an engineer over \$67,000.00 to produce a 60% plan. The City will pay 100% of remaining engineering fees needed to complete plans and construction documents. The engineer's estimate of probable construction cost is \$285,739.00.	
This project is not part of a larger project.	
Project Schedule:	
We anticipate a four month construction schedule. The City prefers to do their storm-water related construction work during the dry season. Subject to timing of City Council approvals, we plan to start construction November 30, 2021 and complete the work March 31, 2022.	
Operation and Maintenance:	
Once installed the pipe is designed to self clean, discharging to the City WRA. The maintenance effort will be focused on the City WRA which is already part of the City's routine maintenance program.	

- ☐ **Status of Project:** Which phases of the project have been completed? Provide realistic completion dates for the remaining phases. Requested contract time from the date of award to the completion of the project. (5 points max)

Conceptual COMPLETE
Study COMPLETE
Design 60% plan is done. 100% plan to be completed before March 31, 2021.
Permits Expect SJRWMD permit before May 30, 2021.
Bid Packages Prepared Bid packages can be completed during permit process, say by May 30, 2021.
Time from Award to Project Completion We expect that construction can be completed well within four months of contract award.

- ☐ **Public Benefit:** Identify the receiving waterbody. Explain the type of existing public access to the receiving waterbody (Public Ramps, Public Docks, Adjacent Public Parks, etc.). Discuss the expected public benefit by implementing the project. (19 points max)

The project utilizes an existing piped outfall that discharges into Lake Dora at Granthum Point near the iconic Lighthouse. About 340 LF of the outfall runs through Gilbert Park in a landscaped stream that is designed to collect sediment as part of its environmental treatment function. The Granthum Point Lighthouse is located in the same scenic cove that serves the Mount Dora Marina, well used public boat ramps, a lake shore strolling park, and our popular Palm Island Boardwalk access to Palm Island Park nature area. The principal public benefit will be nutrient removal from stormwater discharge into this public recreation area, an important contribution to improving water quality in Lake Dora. The project location in close proximity to the parks and our future bicycle trail affords us a unique opportunity to place an educational display board in front of the many park visitors. The display can explain the environmental benefits provided by the stormwater treatment facilities as supported by the project partners in an interesting and informative format. Increased public awareness of the benefits from environmental improvement projects has ripple effects leading to responsible behavior and future project support.

Public Benefit (continued):



Granthum Point Lighthouse

Looking down into City WRA at existing control structure from adjacent railroad embankment.



Looking south along railroad tracks toward Liberty Avenue along the future pipe alignment.

- ☐ **Pollutant Removal:** Identify the size of the area (in acres) proposed for treatment, the percent of the watershed that is impervious, the types of pollutants targeted for removal, and the type and percent efficiency of the treatment method selected. Estimate the pounds of the target pollutants that will be removed per year and identify the method used to calculate these totals. Include the acreage and volume of any retention ponds as well as any soil information that may be available. **(29 points max)**

Size of basin intercepted for treatment: 41.4 acres. Percent Impervious area: 25%
Treatment method: online retention pond with filtered underdrain. Soil: Candler sands
Reference is made to the May 1995 Gilbert Park Drainage Basin study by DRM&P that estimated pollutant load removal for the the City WRA based on inflow from the 172 acre Gilbert Park Basin. Pollutants analyzed included Total Nitrogen, Total Phosphorus, Biochemical Oxygen Demand, Suspended Solids, Total Zinc, and Total Lead. Using Harvey Harper's 1994 "Stormwater Loading Rate Parameters for Central and South Florida" applied to the corresponding land use types in the 172 acre basin, an annual pollutant load to Lake Dora was generated. DRM&P found that the City WRA has the capacity to retain and percolate 83% of all annual rainfall runoff volume from the basin. Consequently, they conservatively claimed an 80% pollutant load removal rate. While the 41.4 acre area to be intercepted with the current proposed project was a part of the 1995 DRM&P study, it does not physically drain to the City WRA today. This proposed project will intercept untreated runoff from the 41.4 acre watershed and use the available treatment capacity in the City WRA. Please see the Water Quality Assessments chapter from the 1995 DRM&P study appended at the end of this application. Using the same 80% pollutant removal rate prorated for 41.4 of the 172 acre basin against the results in Table V.3, we estimate the following annual pollutant load removal in kilograms/year: TN = 151; TP = 19; BOD = 540; TSS = 2,983; TZn = 5.4; TPb = 4.9

- ☐ **Type of Project:** What type of project is proposed by the applicant? **(15 points max)**

(Circle appropriate answer)

☒ Stormwater Construction Only	15 points
☐ Engineering Design and Construction	9 points
☐ Engineering Design, Construction, and Land Acquisition	6 points
☐ Stormwater Study	3 points
☐ Other Pollutant Removal Items	0 points

Annual Pollutant Load Reduction Calculation
for
Liberty Avenue Water Quality Treatment Project

Table V.3
Gilbert Park Basin
Annual Pollutant Load in Kg/Yr.
Contributing to Retention Facility

Land Use	Area (ac.)	Total Nitrogen	Total Phosphorus	Biochemical Oxygen Demand	Suspended Solids	Total Zinc	Total Lead
Low Density Residential	0.5	1.4	0.16	3.8	16	0.03	0.03
Medium Density Residential	137.5	643.5	81.13	1966.4	7714	16.78	11.41
High Density Residential	1.5	12.8	2.58	57.6	384	0.28	0.45
Commercial	14.5	75.2	9.43	523.8	4977	7.41	9.21
Industrial	0.4	3.2	0.55	17.4	169	0.24	0.38
Institutional	12.6	39.3	4.41	233.3	2207	3.25	4.13
Open Land	2.5	2.7	0.13	2.4	19	0.01	0.05
Agriculture (citrus)	2.4	7.0	1.33	8.7	53	0.00	0.00
Basin Total	172	785	100	2813	15539	28.0	25.7
Annual pollutant load reduction (this project): multiply by 0.192		151	19	540	2983	5.4	4.9

BMP removal rate = 80%

41.4 Ac. / 172 Ac. = 0.24

0.8 x 0.24 = 0.192 reduction factor

Source: Gilbert Park Drainage Basin Application for Conceptual Permit prepared by Dyer, Riddle, Mills & Precourt, Inc., May 1995 for the City of Mount Dora

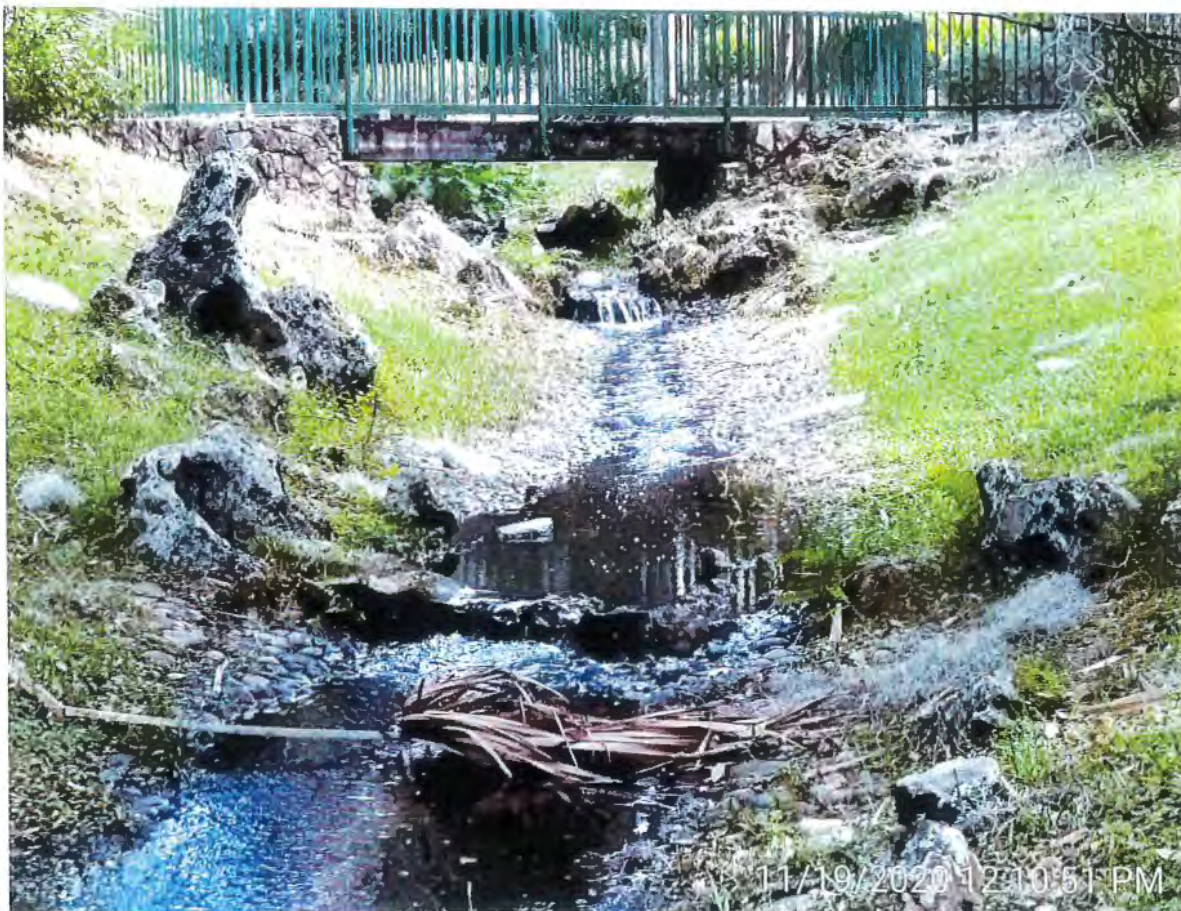
- ☐ **Cost Sharing:** What level of cost sharing is requested (stormwater element only)?
(15 points max)

(Enter appropriate percentage in correct category)

☐ %	0 to 25% LCWA reimbursement of project cost	15 points
☐ %	26 to 50% LCWA reimbursement of project cost	12 points
☐ %	51 to 75% LCWA reimbursement of project cost	6 points
☒ 100%	76 to 100% LCWA reimbursement of project cost	3 points

- ☐ List additional funding partners and amount of proposed funding (stormwater element only)

Agency	Amount	Percentage
NONE		
Total		100



Environmental treatment stream flows through Gilbert Park, part of outfall from City WRA.

The following table represents a compilation of the six categories with their respective possible points that the Technical Review Team will utilize to evaluate and score the application. Each Team member will score each application individually and rank them from high to low. The Team will combine each Team member's ranking into an overall ranking. This final ranking will represent the basis for their final recommendation to the Board of Trustees of the Lake County Water Authority. It will be the responsibility of the Board of Trustees to determine those projects that warrant grant funds and the amount of funds to be awarded. Please keep in mind that the Technical Review Team cannot make assumptions regarding your application, so be as complete as possible with the package of materials that you provide.

Category	Possible Points	Points Awarded	Notes/Comments
Overall Project	14		
Status of Project	5		
Public Benefit	19		
Pollutant Removal	29		
Type of Project	15		
Cost Sharing	18		
Totals	100		

Reviewer Comments (attach an additional sheet if necessary):



Application for Conceptual Permit

St. Johns River Water Management District

GILBERT PARK DRAINAGE BASIN

City of Mount Dora

Prepared by:
Dyer, Riddle, Mills & Precourt, Inc.
Orlando, Florida

May 1995

This report has been prepared by Dyer, Riddle, Mills & Precourt, Inc., Consulting Engineers, Orlando, Florida, for Conceptual Approval of drainage improvements within the Gilbert Park Drainage by the St. Johns River Water Management District. The approach of the report is from a system perspective, identifying problems areas and recommending solutions on a basin-wide basis. The recommended solutions address both water quantity and quality. Certain assumptions have been made in preparing this report and have been documented throughout.

Mark D. Sweeney, P.E.
Project Engineer
Dyer, Riddle, Mills & Precourt, Inc.

wetland. Runoff from greater storm events would be diverted through approximately 325 feet of 36-inch RCP to the 42-inch CMP outfall at Tremain Street and discharge into Lake Dora. Please see Appendix G for Master Drainage Plan and Profiles for this alternative.

V. WATER QUALITY ASSESSMENTS

In an effort to quantify the benefits of stormwater treatment within the Gilbert Park Basin, an analysis has been performed to estimate the amount of pollutants removed by the proposed treatment facility. The first step in this analysis is to quantify the amount of pollutants presently carried in stormwater runoff from this basin to Lake Dora. The next step is to estimate the potential pollutant removal capability of the proposed treatment. Finally, a comparison is made between the untreated pollutant load and the pollutant load after treatment. A more detailed description of this procedure follows.

In order to exactly quantify the amount and type of each pollutant carried in the stormwater runoff from this basin, an extensive monitoring program would be required to sample every storm event producing runoff. This is obviously not economically feasible to do in most basin studies. For this study, sampling data provided from other similar studies are used as the basis of estimating the pollutant loads within the Gilbert Park basin. While stormwater runoff carries many different chemical compounds, the relative quality of runoff can be estimated utilizing only a few indicator or "priority" chemical parameters. In this study, the indicator parameters were chosen to be Total Nitrogen, Total Phosphorus, Biochemical Oxygen Demand, Total Suspended Solids, Total Zinc and Total Lead because of the large amount of sampling data available on these parameters.

The major basin parameter affecting pollutant load is generally accepted to be land use. Studies have shown relatively high pollutant loads from highly urbanized areas which contribute large amounts of runoff due to increased imperviousness over rural lands.

To simplify the task of quantifying the amount of pollutants in the runoff, pollutant loading values from other studies performed on similar land use types were collected and compiled. The source of the loading values presented herein is a literature search performed by Harvey Harper entitled "Stormwater Loading Rate Parameters for Central and South Florida" updated in 1994. This source presents loading information for twelve (12) different land use types. Corresponding land use types were identified within the Gilbert Park basin and combined with their respective pollutant loading rates as shown in Table V.1. To quantify the existing annual pollutant load from the basin, the loading rate is applied to the amount of each type of land use within the basin. The results of this analysis are presented in Table V.2.

To estimate the pollutant removal efficiency of the proposed retention facility located upstream of the railroad tracks, storage volume and rainfall distribution must be considered. Using the overflow structure within the retention pond as the point of reference, it is assumed that storm events which are completely retained (no outflow from the pond occurs) receive 100 percent treatment. It is then necessary to determine the largest storm event which will be completely retained within the pond. Using stage/storage relationships previously determined in the retention pond, approximately 9.5 acre-feet of retention storage is available. This volume translates into a depth of 0.6 inches over the 172 acre basin contributing to the retention facility. The pollutant load from this slightly smaller basin is presented in Table V.3. Estimating the contributing basin annual runoff coefficient at 0.5 from existing land uses, 1.2 inches of rainfall could be completely retained within the pond. Utilizing this information and data derived by Martin Wanielista in "Stormwater Management" (1993), it is estimated that 83 percent of the annual total rainfall volume is retained completely. Therefore, using assumptions stated previously, approximately 80 percent of the annual pollutant load generated in the basin would be removed utilizing the retention pond. The annual pollutant load from the treated basin is presented in Table V.3.

Table V.1
Gilbert Park Basin
Pollutant Load Rate Table in Kg/Acre-Year

Land Use	Data Source	Total Nitrogen	Total Phosphorus	Biochemical Oxygen Demand	Suspended Solids	Total Zinc	Total Lead
Low Density Residential	1	2.88	0.32	7.6	31.9	0.064	0.052
Medium Density Residential	1	4.68	0.59	14.3	56.1	0.122	0.083
High Density Residential	1	8.51	1.72	38.4	256.0	0.188	0.299
Commercial	1	5.18	0.65	36.1	343.0	0.511	0.635
Industrial	1	7.30	1.24	39.5	383.0	0.543	0.872
Institutional	2	3.13	0.35	18.5	175.3	0.258	0.328
Open Land	1	1.07	0.05	1.0	7.6	0.005	0.021
Agriculture (citrus)	1	2.91	0.55	3.6	21.9	---	---

1. From "Estimation of Stormwater Loading Rate Parameters for Central and South Florida", pg 48, Harvey Harper, 1992
2. Average of Open Land and Commercial loading rates

Table V.2
Gilbert Park Basin
Annual Pollutant Load in Kg/Yr.
to Lake Dora

Landuse	Area (ac.)	Total Nitrogen	Total Phosphorus	Biochemical Oxygen Demand	Suspended Solids	Total Zinc	Total Lead
Low Density Residential	1.6	4.6	0.51	12.1	50	0.10	0.08
Medium Density Residential	137.5	643.5	81.13	1966.4	7714	16.78	11.41
High Density Residential	13.6	115.7	23.39	522.2	3482	2.56	4.07
Commercial	14.5	75.2	9.43	523.8	4977	7.41	9.21
Industrial	0.4	3.2	0.55	17.4	169	0.24	0.38
Institutional	12.6	39.3	4.41	233.3	2207	3.25	4.13
Open Land	2.5	2.7	0.13	2.4	19	0.01	0.05
Agriculture (citrus)	2.4	7.0	1.33	8.7	53	0.00	0.00
Basin Total	185	891	121	3286	18671	30.3	29.3

Note: Loads are calculated as the product of land use area and loading rate presented in Table V.1 for each parameter.

Table V.3
Gilbert Park Basin
Annual Pollutant Load in Kg/Yr.
 Contributing to Retention Facility

Land Use	Area (ac.)	Total Nitrogen	Total Phosphorus	Biochemical Oxygen Demand	Suspended Solids	Total Zinc	Total Lead
Low Density Residential	0.5	1.4	0.16	3.8	16	0.03	0.03
Medium Density Residential	137.5	643.5	81.13	1966.4	7714	16.78	11.41
High Density Residential	1.5	12.8	2.58	57.6	384	0.28	0.45
Commercial	14.5	75.2	9.43	523.8	4977	7.41	9.21
Industrial	0.4	3.2	0.55	17.4	169	0.24	0.38
Institutional	12.6	39.3	4.41	233.3	2207	3.25	4.13
Open Land	2.5	2.7	0.13	2.4	19	0.01	0.05
Agriculture (citrus)	2.4	7.0	1.33	8.7	53	0.00	0.00
Basin Total	172	785	100	2813	15539	28.0	25.7

Estimated Retention Facility Treatment Efficiency: 80% *

	Total Nitrogen	Total Phosphorus	Biochemical Oxygen Demand	Suspended Solids	Total Zinc	Total Lead
Basin Total after Treatment	157	20	563	3108	5.6	5.1

*Please see Page 10.

To fully understand the effect of the proposed retention facility on the entire Gilbert Park Basin, the treated portion must be summed with the untreated portion flowing to Lake Dora and then compared to the existing untreated pollutant load from the basin. This analysis is presented in Table V.4. As can be seen, the proposed retention facility will provide a 66-to-74 percent reduction in annual pollutant loads from the entire Gilbert Park Basin.

Table V.4
Gilbert Park Basin Annual Pollutant Load in Kg/Yr.
Untreated Portion of Basin Contributing to Lake Dora and
Total Load to Lake Dora from Treated and Untreated Portions

Land Use	Area (ac.)	Total Nitrogen	Total Phosphorus	Biochemical Oxygen Demand	Suspended Solids	Total Zinc	Total Lead
Low Density Residential	1.1	3.1	0.35	8.2	34	0.07	0.06
Medium Density Residential	0.0	0.0	0.00	0.0	0	0.00	0.00
High Density Residential	12.1	103.0	20.81	464.6	3098	2.27	3.62
Commercial	0.0	0.0	0.00	0.0	0	0.00	0.00
Industrial	0.0	0.0	0.00	0.0	0	0.00	0.00
Institutional	0.0	0.0	0.00	0.0	0	0.00	0.00
Open Land	0.0	0.0	0.00	0.0	0	0.00	0.00
Agriculture (citrus)	0.0	0.0	0.00	0.0	0	0.00	0.00
Basin Total	13	106	21	473	3132	2.3	3.7

Total Pollutant Load to Lake Dora from treated and untreated portions of Gilbert Park Basin

Total Nitrogen	Total Phosphorus	Biochemical Oxygen Demand	Suspended Solids	Total Zinc	Total Lead
263	41	1036	6240	8	9

Estimated Gilbert Park Basin Wide Pollutant Load Reduction due to proposed Retention Facility

Total Nitrogen	Total Phosphorus	Biochemical Oxygen Demand	Suspended Solids	Total Zinc	Total Lead
70%	66%	68%	67%	74%	70%

**AMENDMENT #1 TO LAKE COUNTY WATER AUTHORITY STORMWATER
GRANT PROGRAM AGREEMENT TO FUND THE CITY OF MOUNT DORA
LIBERTY AVENUE STORMWATER TREATMENT PROJECT**

This AMENDMENT # 1 to *LAKE COUNTY WATER AUTHORITY STORMWATER GRANT PROGRAM AGREEMENT TO FUND MOUNT DORA'S LIBERTY AVENUE STORMWATER TREATMENT PROJECT* (the "Agreement"), made and entered into by and between the LAKE COUNTY WATER AUTHORITY, a Special District of Lake County, Florida authorized and governed by Chapter 2005-314, Laws of Florida, its successors and assigns, whose address is 27351 SR 19, Tavares, Florida 32778, hereinafter referred to as the "AUTHORITY", through its Governing Board, and the CITY OF MOUNT DORA, whose address is 510 North Baker Street, PO Box 176, Mount Dora, FL 32757 hereinafter referred to as "MOUNT DORA".

WHEREAS, the AUTHORITY and the MOUNT DORA entered into the Agreement on May 4, 2021; and

WHEREAS, it is the intent of the parties to amend the Agreement to reflect the project and term revisions as hereinafter stated.

NOW, THEREFORE, the Agreement is hereby revised, as shown in strike through and underline format, as follows:

Section Two. of the Agreement is amended as follows:

2. This Agreement shall begin upon execution by both parties and end no later than ~~twenty-four (24) months~~ September 4, 2023, inclusive. The Grantee shall not be eligible for reimbursement for work performed prior to the execution date of ~~this~~ the original agreement. This agreement may be amended to provide for additional services if additional funding is made available by the Authority.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this AMENDMENT # 1 TO LAKE COUNTY WATER AUTHORITY STORMWATER GRANT PROGRAM AGREEMENT TO FUND THE MOUNT DORA'S LIBERTY AVENUE STORMWATER TREATMENT PROJECT on the day and year set forth next to their signatures below.

LAKE COUNTY WATER AUTHORITY

Signature: 
Print name: BENJAMIN GARCIA
LCWA Executive Director

Date: 3/23/23

Witness: Steve Crawford

CITY OF MOUNT DORA

Signature: _____

Print name: _____
MOUNT DORA City Manager

Date: _____

Witness: _____

LCWA Amendment 1 to MOUNT DORA'S LIBERTY AVENUE STORMWATER TREATMENT PROJECT.

RESOLUTION NO. 2021-53

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE STORMWATER GRANT PROGRAM AGREEMENT FOR THE LIBERTY AVENUE WATER QUALITY TREATMENT PROJECT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF GRANT AGREEMENT AND AUTHORITY TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City owns and maintains drainage systems and stormwater facilities throughout the City of Mount Dora; and

WHEREAS, from time to time the drainage systems and stormwater facilities need to be improved in order to improve water quality and alleviate drainage concerns; and

WHEREAS, in December 2020, the City submitted a grant application to Lake County Water Authority seeking a Stormwater Treatment Grant for the purpose of constructing the Liberty Avenue Water Quality Treatment Project; and

WHEREAS, the City was recently informed that it has been awarded a Stormwater Treatment Grant for its Liberty Avenue Water Quality Treatment Project; and

WHEREAS, the City has determined that it is in its best interest to enter into an agreement with the Lake County Water Authority related to the Stormwater Treatment Grant.

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

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

SECTION 2. Approval of Grant Agreement and Authorization to Execute.

A. The Stormwater Grant Program Agreement, attached hereto as **Exhibit "A"** is hereby approved. The Mayor or a designee thereof is hereby authorized to execute the Agreement on behalf of the City.

B. The Mayor is authorized to execute any future amendments to the Stormwater Grant Program Agreement for the Liberty Avenue Water Quality Treatment Project which do not material alter the terms and conditions of the underlying Agreement, and so long as any such amendment has been reviewed and approved by the City Attorney and notice of the executed amendment is provided to the City Council as an informational item on an agenda.

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 of Mount Dora pertaining to the Stormwater Grant Agreement for the Liberty Avenue Water Quality Treatment Project, 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.

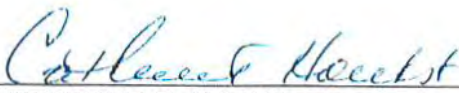
SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

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.

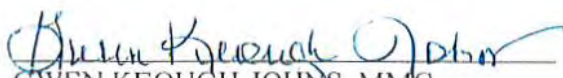
Signatures on Following Page

PASSED AND ADOPTED this 4th day of May, 2021.



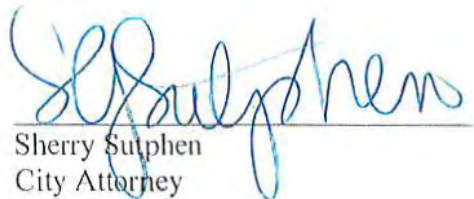
CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:



GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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



Sherry Sulphen
City Attorney

EXHIBIT "A"
to Resolution 2021-53
Stormwater Grant Program Agreement for the
Liberty Avenue Water Quality Treatment Project

**LAKE COUNTY WATER AUTHORITY
STORMWATER GRANT PROGRAM
AGREEMENT TO FUND MOUNT DORA
LIBERTY AVENUE STORMWATER TREATMENT PROJECT**

THIS AGREEMENT is made and entered into by and between the LAKE COUNTY WATER AUTHORITY, whose address is 27351 SR 19, Tavares, FL 32778-3119 (hereinafter referred to as the "Authority") and THE CITY OF MOUNT DORA, whose address is 510 North Baker Street, PO Box 176, Mount Dora, FL 32757 (hereinafter referred to as "Grantee" or "Recipient"), a body of local government within Lake County, Florida, to provide financial assistance for treatment of stormwater on Liberty Avenue with an existing water retention area and modification of the outfall in the stormwater pond.

WITNESSETH:

WHEREAS, the Authority, is authorized and governed by Chapter 2005-314, Laws of Florida, for the purposes, among others, of controlling and conserving the fresh water resources of Lake County, preserving, protecting, and improving the fish and aquatic wildlife of the county, and protecting the freshwater resources by assisting local governments in the treatment of stormwater runoff, and

WHEREAS, the reduction and ultimate elimination of untreated stormwater into our public waterways will ultimately benefit the ecology of our waterways and the residents and tourists that use them, and

WHEREAS, it is desirable for the Authority to assist the local governments of Lake County in a coordinated effort through the provision of grant funds to reduce the influx of untreated stormwater into the publicly owned waterways of Lake County, and

WHEREAS, the Grantee's project consists of rerouting stormwater runoff flowing down Liberty Avenue to an existing water retention structure for treatment and retrofitting the stormwater pond's outfall, hereinafter referred to as the "PROJECT"; and

WHEREAS, the Authority considers Grantee's PROJECT worthwhile and desires to assist Grantee in the funding of the PROJECT.

NOW, THEREFORE, the Authority and Grantee, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

In consideration of the mutual benefits to be derived here from, the Authority and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform and/or construct its PROJECT, in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein, which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and

"Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.

2. This Agreement shall begin upon the date it has been executed by both parties, and terminate no later than **twenty-four (24) months** thereafter. The Grantee shall not be eligible for reimbursement for any work performed or land purchased prior to the date this Agreement has been executed by both parties. This Agreement may be amended to provide for additional services if additional funding is made available by the Authority.
3. A. For the improvement of water quality in the receiving Lake County waterbody by the Grantee under the terms of this Agreement, the Authority shall provide grant monies to the Grantee, on a cost reimbursement basis, in an amount not to exceed **\$285,739 (Two hundred eighty-five thousand seven hundred thirty-nine Dollars)**, or 100% (100 Percent) of the PROJECT costs, whichever is less, for a portion of the Grantee's water quality enhancement PROJECT, outlined in **Attachment A, Grant Work Plan**. The parties agree that the Grantee is responsible for providing at least a minimum match of **\$0 (Zero Dollars)**, of the grant funded water quality enhancement portion of the PROJECT described in **Attachment A**. Regardless of the amount of this grant, expenditures by Grantee which are determined, in the sole discretion of the Authority, to be unrelated to the enhancement of water quality in the receiving waterbody, will not be funded or reimbursed by the Authority. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Grant Work Plan described in **Attachment A** to provide for the work that can be accomplished for the funding identified above.
 - (1) Payments shall further be conditioned upon the following:
 - i. That funding from the Authority shall only be applied toward the portion of the project that treats the existing impervious areas and not future development, nor shall the Authority fund the redistribution of flows from existing retention areas that are proposed to be eliminated or reduced;
 - ii. That Grantee shall pay its pro-rata share of the PROJECT as outlined in this Agreement;
 - iii. That Grantee shall provide the Authority the necessary invoices and other documentation sufficient to evidence that Grantee has incurred the actual expense;
 - iv. That Grantee shall provide the Authority written verification, provided by a person duly authorized by Grantee to so verify, that Grantee has incurred the actual expense;
 - v. That Grantee shall provide sufficient evidence to demonstrate that the reimbursable expenses are directly related to the water quality enhancement portion of the PROJECT.
 - (2) If Grantee does not expend its pro-rata share of the cost for the work performed as set forth in this Agreement, the Authority will make payment only in a lesser amount which is proportionate to that which Grantee has

expended and for which it has provided the appropriate support documentation to the Authority in accordance with this Agreement.

- a. The Authority shall make reimbursements to Grantee within thirty (30) days of timely submitted invoices by Grantee, complete with the appropriate support documentation and any additional information requested by the Authority, which shall be submitted to the Authority at the following address:

LAKE COUNTY WATER AUTHORITY
27351 SR 19
Tavares, Florida 32778

- b. Grantee shall not use any Authority funds for purposes not specifically identified in the Grant Work Plan.
 - c. The Authority shall have no obligation to reimburse Grantee for any costs under this Agreement until construction of the PROJECT has been completed.
 - d. The Authority's performance and payment pursuant to this Agreement is contingent upon the Authority's Board of Trustees appropriating funds for the PROJECT.
13. Upon completion of the PROJECT, the Grantee shall submit a written payment request, including a final project report containing before and after photographs and as-built plans, to the Authority's Grant Manager. The Grant Manager shall have thirty (30) calendar days within which to review the request. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible water quality enhancement project costs, not to exceed the maximum grant amount. In addition to the payment request, the Grantee must provide from its accounting system a listing of expenditures made under this Agreement. The listing shall include, at a minimum, a description of the goods and/or services purchased, date of the transaction, voucher number, amount paid, and vendor name.

- C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Authority may request proof of transactions, such as invoices and payroll registers. If requested by the Authority, Grantee shall provide this additional information within 30 calendar days of such request.

4. The Authority's performance and obligation to pay under this Agreement is contingent upon an annual budget allocation by the Board of Trustees. The parties hereto understand that this Agreement is not a commitment of future budget allocations.
5. The Grantee shall submit written quarterly progress reports describing the PROJECT work performed, problems encountered, problem resolution, schedule updates and proposed

work for the next reporting period. Quarterly reports shall be submitted to the Authority's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30, and December 31. The Authority's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.

6. The Grantee shall recognize the Authority by erecting a sign at the site indicating the Authority's funding assistance for the project. The Authority's Grant Manager shall review and approve the sign prior to placement.
7. The Grantee agrees that it shall be solely responsible for the construction, operation, maintenance and/or failure of operation and/or maintenance of its PROJECT and/or stormwater system, and for its acts of omission and/or commission and for the negligent and/or wrongful acts of itself, its employees and agents. However, nothing contained herein shall constitute a waiver by Grantee of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
8. The Authority may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Authority shall provide thirty (30) calendar days written notice of its intent to terminate this Agreement, and shall provide the Grantee an opportunity to consult with the Authority regarding the reason(s) for termination, and to remedy the deficiencies, if possible.
9. This Agreement may be unilaterally canceled by the Authority for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a), Florida Constitution and Chapter 119, Florida Statutes.
10. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Authority, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
11. A. The Grantee may subcontract work under this Agreement without the prior written consent of the Authority's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Authority shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Authority supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. It is encouraged that the award of subcontracts reflects the full diversity of the citizens of the State of Florida.

12. Nothing in this Agreement shall create, or be implied to create, any relationship between the Authority and any subcontractor of Grantee, nor any ownership, liability or responsibility of the Authority with respect to the stormwater system of Grantee.
13. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.
14. The Grantee shall comply with all applicable federal, state and local rules and regulations in its construction, performance and/or operation of the PROJECT. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
15. The Authority's Grant Manager for this Agreement is identified below.

Jason Danaher
Water Resources Director
Lake County Water Authority
27351 SR 19
Tavares, FL 32778-3119
Telephone No.: (352) 324-6141 ext. 38
Fax No.: (352) 324-6364
E-mail Address: jdanaher@lcwa.org

16. The Grantee's Grant Manager for this Agreement is identified below.

George Marek
Senior Project Manager
City of Mount Dora
900 North Donnelly Street, Mt. Dora FL 32757
Telephone No.: (352) 735-7151 ext. 1825
E-Mail Address: marekg@ci.mount-dora.fl.us

17. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor(s) to provide Workers' Compensation Insurance for all of the subcontractors' employees, unless such employees are covered by the protection afforded by the Grantee. All such self-insurance programs or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees are engaged in hazardous work under this Agreement, and are not protected

under Workers' Compensation statutes, the Grantee shall provide, and shall cause each subcontractor to provide, adequate insurance, consistent with Grantee's primary insurance coverage, for the protection of all such employees not otherwise protected.

18. The parties specifically agree that Grantee is an independent contractor, and is not an agent, representative, or employee of the Authority. Grantee agrees to carry adequate liability insurance coverage and other appropriate forms of insurance coverage, consistent with Grantee's primary insurance coverage. The Authority shall have no liability except as to the payment of grant monies as provided above.
19. The Grantee covenants that it presently has no interest, and shall not acquire any interest, which would conflict in any manner or degree with the performance of services required.
20. The purchase of non-expendable personal property or equipment costing \$1,000 or more is not an authorized reimbursable expense under the terms of this Agreement.
21.
 - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posting the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
22. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, less otherwise provided herein.
23. The Grantee agrees that the PROJECT is not to be used to offset additional stormwater treatment requirements that may be imposed upon the Grantee as a result of future redevelopment located within the treatment basin.

(Signatures on the following page)

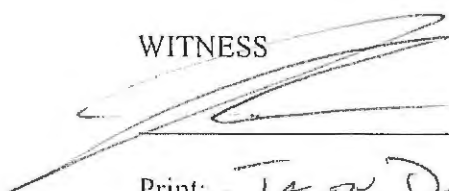
IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

LAKE COUNTY WATER AUTHORITY

 5-7-21

LCWA, Executive Director
Federal ID#: 59-6018003

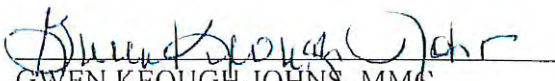
WITNESS


Print: JASON DANAHER

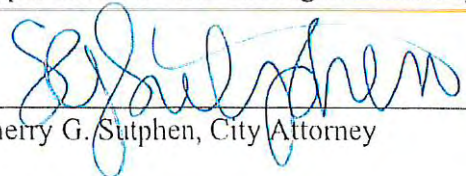
CITY OF MOUNT DORA


CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida
Federal ID#: 59-6000380

ATTEST:


GWEN KEOUGH-JOHNS, MMC
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

Attachment A



LAKE COUNTY WATER AUTHORITY

27351 State Road 19 - Tavares, FL 32778
(352) 324-6141

Stormwater Treatment Grant - Application Form

The Lake County Water Authority (LCWA) initiated a grant program for stormwater retrofitting projects beginning in fiscal year 1996. The grant program targeted municipality/community projects within Lake County that were aimed at enhancing water quality within our waterbodies. The Stormwater Treatment Grant will be administered through the Lake County Water Authority and evaluated by a Technical Evaluation Team (TET), with final award of available grant funds by the LCWA Board of Trustees.

For fiscal year 2020-2021, \$754,738 has been made available to fund this grant program. At the complete discretion of the LCWA Board of Trustees, these funds may be directed to one or more applicants. The LCWA encourages applicants to submit joint community projects where applicable. Priority will be given to capital improvement projects that are ready for construction or implementation, especially where funds can be fully expended or encumbered by the end of fiscal year 2022 (September 30, 2022). The applicant may include land acquisition cost if the purchase must be made specifically to implement the project. Costs for stormwater studies and engineering design associated with construction and/or alternative technologies that can be demonstrated to provide pollutant removal may be included. These projects may receive a lower prioritization than projects that are ready for construction. All applicants must provide an estimate of pollutant loading in the application. Projects submitted without an estimate of pollutant loading may be excluded from further consideration.

The Stormwater Treatment Grant Program is intended to fund the removal of pollutants that are currently discharging into our lakes and wetlands. The program is not intended to fund the treatment of any new or re-developed areas to meet local, state, or federal stormwater permitting requirements. The program is further not intended to fund flooding problems or system repairs with little or no amount of pollution removal. The applicant will be responsible for all maintenance and operation cost associated with each project.

The Lake County Water Authority shall receive applications no later than 4:00 p.m. December 11, 2020 to be considered. The TET will act upon the individual applications in the form of a recommendation by January 15, 2021. TET's formal recommendations will then be sent along with the accompanying applications to the LCWA Board of Trustees for their review. The Lake County Water Authority Board of Trustees will discuss the Technical Evaluation Team's recommendation and make their formal award of the grant(s) during their regularly scheduled meeting on February 24, 2021. Actual payment will be in the form of a reimbursement to the municipality/community of the proposed project in accordance with approved plans as submitted. **Payment will not be provided for work initiated prior to contract execution.**

Please provide an electronic submittal (CD or flash drive) of the grant application. There is no limit to the number of projects that can be submitted.

Applicant Information

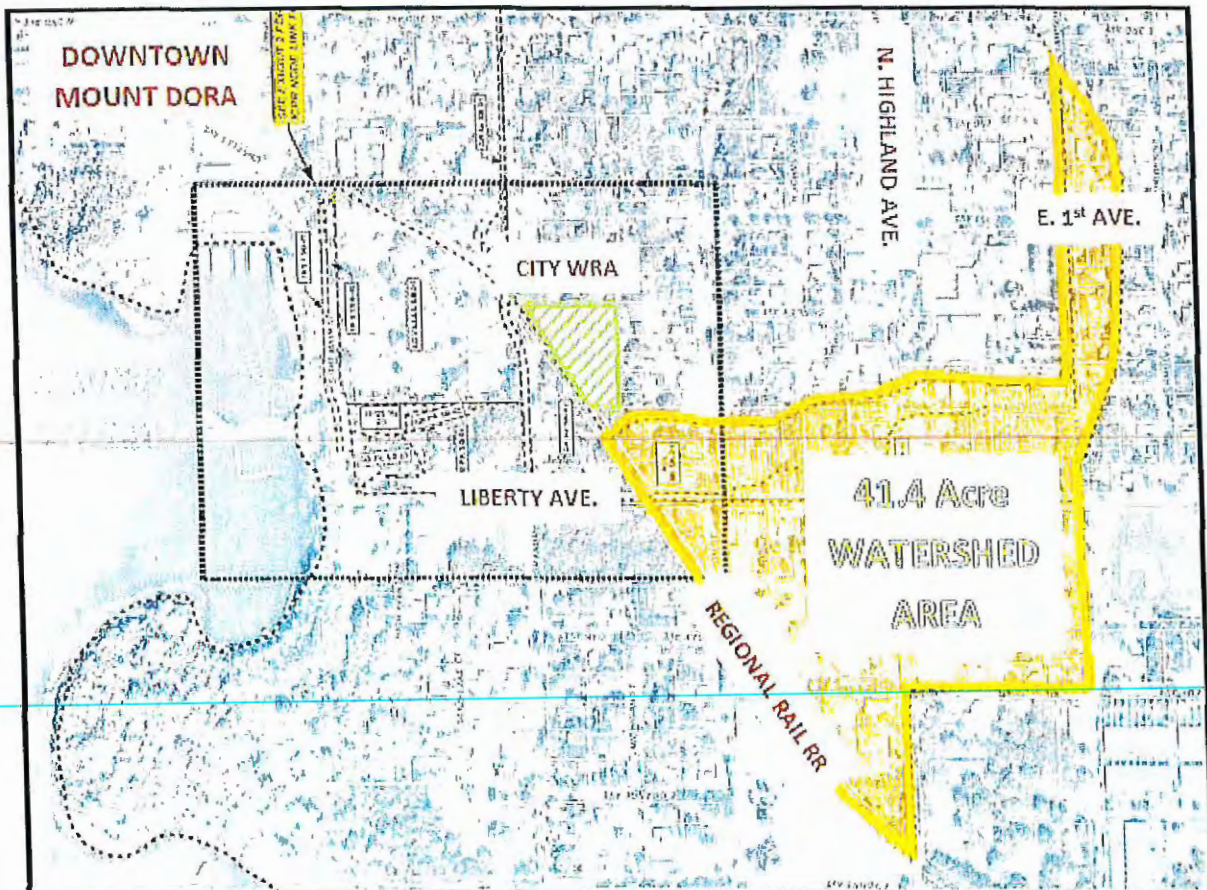
Municipality or Community Name City of Mount Dora	Contact Josef Grusauskas
Phone Number (352) 735-7151 ext. 1807	Title Utilities & Plant Operations Director
Project Name Liberty Avenue Stormwater Treatment Project	E-mail grusauskasj@cityofmoundora.com
Mailing Address Utilities & Plant Operations Department, 900 N. Donnelly Street, Mount Dora, FL 32757	
Federal ID Number 59-6000380	

Location Maps

Please provide the following required information

- ☐ Location of proposed stormwater treatment (attach legible aerial photographs, maps or other materials to adequately depict the watershed, receiving water, and area of the proposed treatment including names of affected water bodies and street names where appropriate).

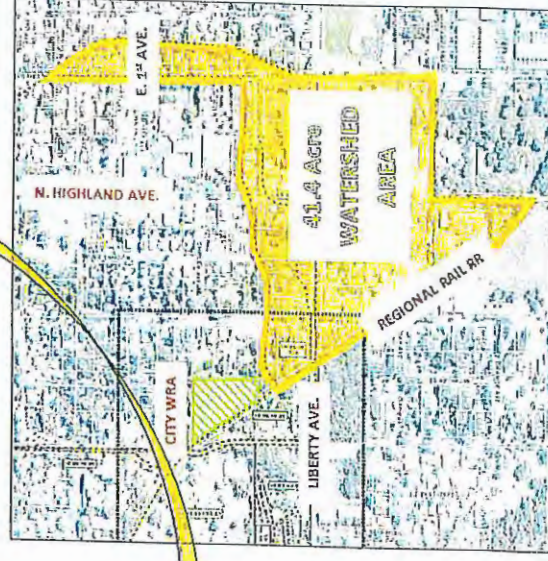
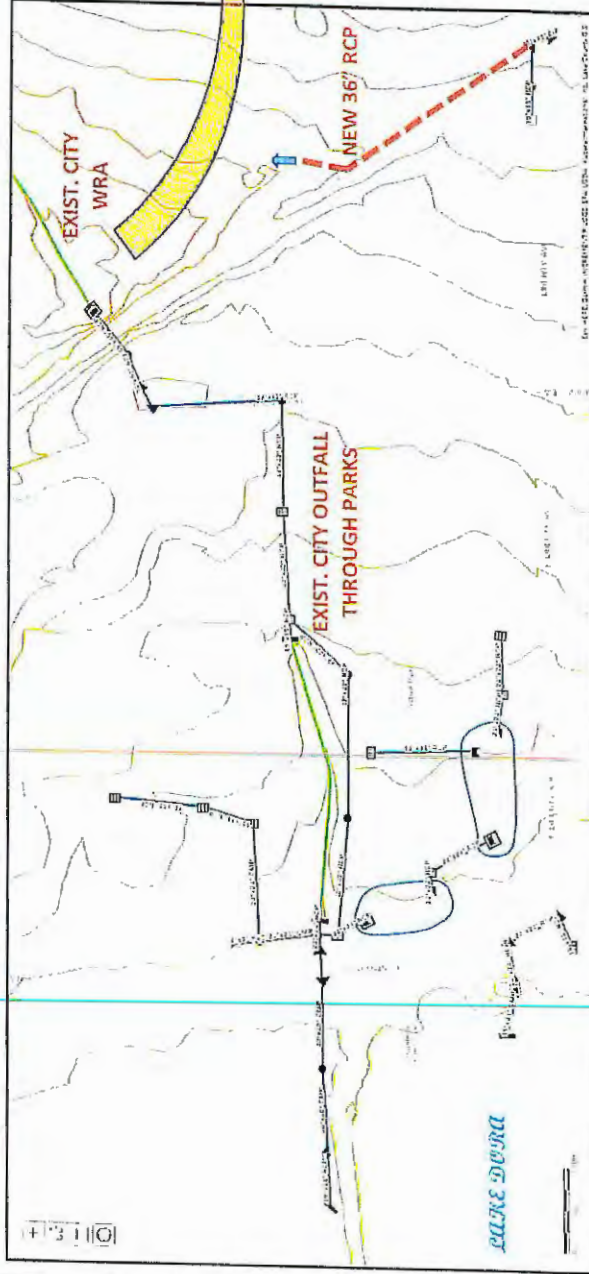
Liberty Avenue Water Quality Treatment Project

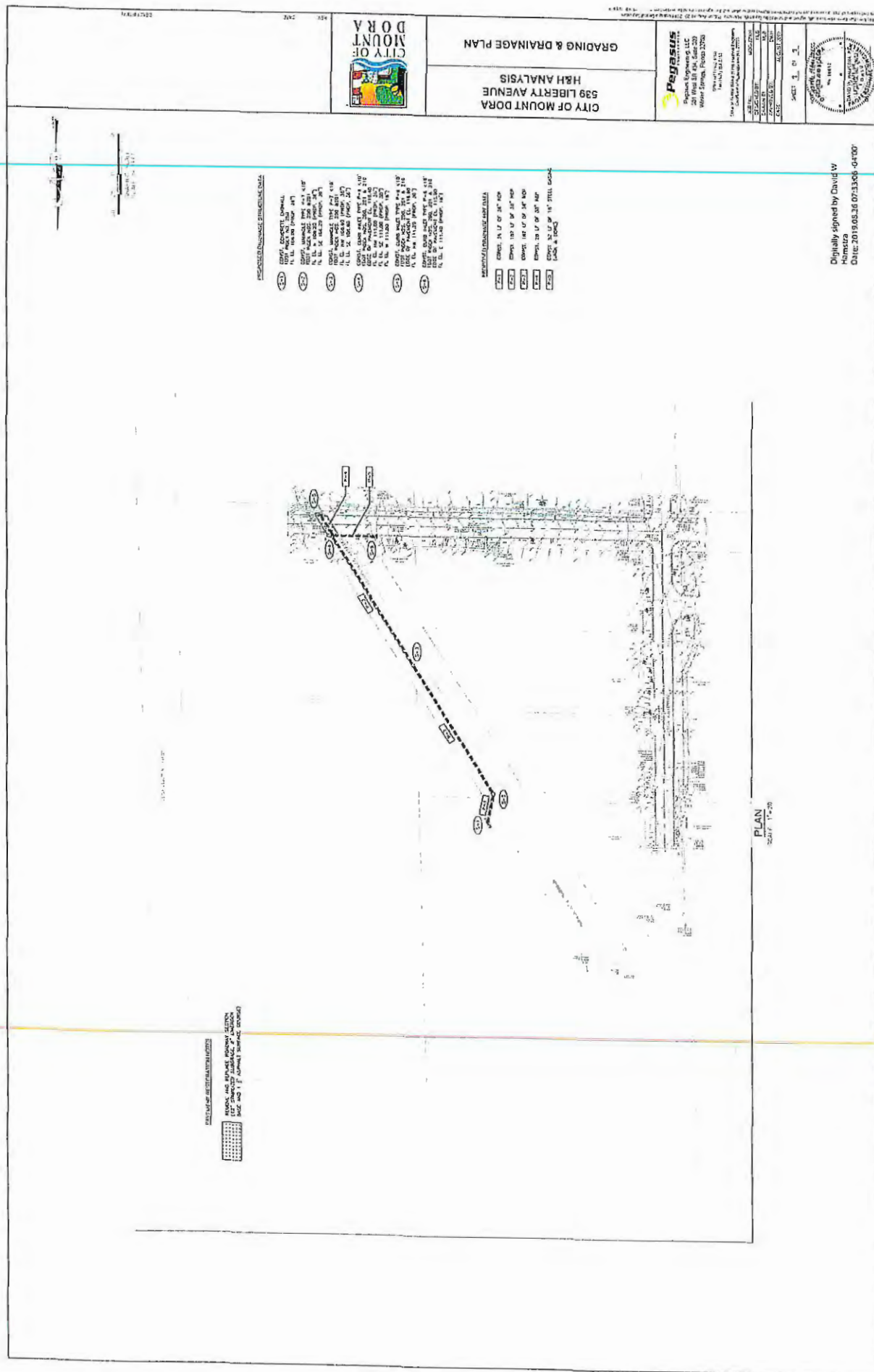




Liberty Avenue Water Quality Treatment Project

The project is designed to intercept stormwater runoff from a 41.4 acre mixed residential and commercial section of town that presently drains untreated directly to Lake Dora. We will convey the intercepted water to an existing natural low area that the City uses as a stormwater detention pond. The pond discharge is controlled by an existing concrete structure with a weir and a lower level circular orifice for drawdown. We plan to replace the open orifice with a perforated pipe underdrain wrapped with filter fabric and buried in a conventional sand filter bed to enhance the level of nutrient removal for the entire pond discharge.





Please provide input on the following criteria that will be evaluated:

- ☐ **Overall Project:** Description of proposed stormwater treatment project. Discuss the technical merits of the project. Provide the associated cost estimate for portion related to water quality treatment. Include an estimate for any additional work if the stormwater element is part of a larger project, the schedule with a completion date, and the estimated operation/maintenance plan for the proposed project. (14 points max)

Technical Merits:	Liberty Avenue Water Quality Treatment Project
This is a smart and efficient storm water quality improvement project that leverages existing relationships and resources to maximize results while controlling costs. The City owns a natural retention area, but it is difficult to reach by the City streets. The key that enabled use of the existing pond was the willingness of Regional Rail's managers to permit us to lay the conveyance pipe in their railroad R.O.W. That saves the cost of buying land, excavating a new pond, shortens the length of pipe needed to intercept runoff from the 41.4 acre watershed, and eliminates pavement restoration needed under the alternative plan. We plan to add a filtered underdrain to the pond.	
Cost Related to Water Quality Treatment:	
The project is entirely related to storm water quality treatment. The City has already paid an engineer over \$67,000.00 to produce a 60% plan. The City will pay 100% of remaining engineering fees needed to complete plans and construction documents. The engineer's estimate of probable construction cost is \$285,739.00.	
This project is not part of a larger project.	
Project Schedule:	
We anticipate a four month construction schedule. The City prefers to do their storm-water related construction work during the dry season. Subject to timing of City Council approvals, we plan to start construction November 30, 2021 and complete the work March 31, 2022.	
Operation and Maintenance:	
Once installed the pipe is designed to self clean, discharging to the City WRA. The maintenance effort will be focused on the City WRA which is already part of the City's routine maintenance program.	

- ☐ **Status of Project:** Which phases of the project have been completed? Provide realistic completion dates for the remaining phases. Requested contract time from the date of award to the completion of the project. (5 points max)

Conceptual COMPLETE
Study COMPLETE
Design 60% plan is done. 100% plan to be completed before March 31, 2021.
Permits Expect SJRWMD permit before May 30, 2021.
Bid Packages Prepared Bid packages can be completed during permit process, say by May 30, 2021.
Time from Award to Project Completion We expect that construction can be completed well within four months of contract award.

- ☐ **Public Benefit:** Identify the receiving waterbody. Explain the type of existing public access to the receiving waterbody (Public Ramps, Public Docks, Adjacent Public Parks, etc.). Discuss the expected public benefit by implementing the project. (19 points max)

The project utilizes an existing piped outfall that discharges into Lake Dora at Grantham Point near the iconic Lighthouse. About 340 LF of the outfall runs through Gilbert Park in a landscaped stream that is designed to collect sediment as part of its environmental treatment function. The Grantham Point Lighthouse is located in the same scenic cove that serves the Mount Dora Marina, well used public boat ramps, a lake shore strolling park, and our popular Palm Island Boardwalk access to Palm Island Park nature area. The principal public benefit will be nutrient removal from stormwater discharge into this public recreation area, an important contribution to improving water quality in Lake Dora. The project location in close proximity to the parks and our future bicycle trail affords us a unique opportunity to place an educational display board in front of the many park visitors. The display can explain the environmental benefits provided by the stormwater treatment facilities as supported by the project partners in an interesting and informative format. Increased public awareness of the benefits from environmental improvement projects has ripple effects leading to responsible behavior and future project support.

Public Benefit (continued):



Granthum Point Lighthouse

Looking down into City WRA at existing control structure from adjacent railroad embankment.



Looking south along railroad tracks toward Liberty Avenue along the future pipe alignment.

- ☐ **Pollutant Removal:** Identify the size of the area (in acres) proposed for treatment, the percent of the watershed that is impervious, the types of pollutants targeted for removal, and the type and percent efficiency of the treatment method selected. Estimate the pounds of the target pollutants that will be removed per year and identify the method used to calculate these totals. Include the acreage and volume of any retention ponds as well as any soil information that may be available. (29 points max)

Size of basin intercepted for treatment: 41.4 acres. Percent impervious area: 25%

Treatment method: online retention pond with filtered underdrain. Soil: Candler sands

Reference is made to the May 1995 Gilbert Park Drainage Basin study by DRM&P that estimated pollutant load removal for the the City WRA based on inflow from the 172 acre Gilbert Park Basin. Pollutants analyzed included Total Nitrogen, Total Phosphorus, Biochemical Oxygen Demand, Suspended Solids, Total Zinc, and Total Lead. Using Harvey Harper's 1994 "Stormwater Loading Rate Parameters for Central and South Florida" applied to the corresponding land use types in the 172 acre basin, an annual pollutant load to Lake Dora was generated. DRM&P found that the City WRA has the capacity to retain and percolate 83% of all annual rainfall runoff volume from the basin. Consequently, they conservatively claimed an 80% pollutant load removal rate. While the 41.4 acre area to be intercepted with the current proposed project was a part of the 1995 DRM&P study, it does not physically drain to the City WRA today. This proposed project will intercept untreated runoff from the 41.4 acre watershed and use the available treatment capacity in the City WRA. Please see the Water Quality Assessments chapter from the 1995 DRM&P study appended at the end of this application. Using the same 80% pollutant removal rate prorated for 41.4 of the 172 acre basin against the results in Table V.3, we estimate the following annual pollutant load removal in kilograms/year: TN = 151; TP = 19; BOD = 540; TSS = 2,983; TZn = 5.4; TPb = 4.9

- ☐ **Type of Project:** What type of project is proposed by the applicant? (15 points max)

(Circle appropriate answer)

☒	Stormwater Construction Only	15 points
☐	Engineering Design and Construction	9 points
☐	Engineering Design, Construction, and Land Acquisition	6 points
☐	Stormwater Study	3 points
☐	Other Pollutant Removal Items	0 points

Annual Pollutant Load Reduction Calculation

for

Liberty Avenue Water Quality Treatment Project

Table V.3
Gilbert Park Basin
Annual Pollutant Load in Kg/Yr.
Contributing to Retention Facility

Land Use	Area (ac.)	Total Nitrogen	Total Phosphorus	Biochemical Oxygen Demand	Suspended Solids	Total Zinc	Total Lead
Low Density Residential	0.5	1.4	0.16	3.8	16	0.03	0.03
Medium Density Residential	137.5	643.5	81.13	1966.4	7714	16.78	11.41
High Density Residential	1.5	12.8	2.58	57.6	384	0.28	0.45
Commercial	14.5	75.2	9.43	523.8	4977	7.41	9.21
Industrial	0.4	3.2	0.55	17.4	169	0.24	0.38
Institutional	12.6	39.3	4.41	233.3	2207	3.25	4.13
Open Land	2.5	2.7	0.13	2.4	19	0.01	0.05
Agriculture (citrus)	2.4	7.0	1.33	8.7	53	0.00	0.00
Basin Total	172	785	100	2813	15539	28.0	25.7
Annual pollutant load reduction (this project): multiply by 0.192		151	19	540	2983	5.4	4.9

BMP removal rate = 80%

41.4 Ac. / 172 Ac. = 0.24

0.8 x 0.24 = 0.192 reduction factor

Source: Gilbert Park Drainage Basin Application for Conceptual Permit prepared by Dyer, Riddle, Mills & Precourt, Inc., May 1995 for the City of Mount Dora

- ☐ **Cost Sharing:** What level of cost sharing is requested (stormwater element only)?
(15 points max)

(Enter appropriate percentage in correct category)

☐	%	0 to 25% LCWA reimbursement of project cost	15 points
☐	%	26 to 50% LCWA reimbursement of project cost	12 points
☐	%	51 to 75% LCWA reimbursement of project cost	6 points
☒	100%	76 to 100% LCWA reimbursement of project cost	3 points

- ☐ List additional funding partners and amount of proposed funding (stormwater element only)

Agency	Amount	Percentage
NONE		
Total		100



Environmental treatment stream flows through Gilbert Park, part of outfall from City WRA.

The following table represents a compilation of the six categories with their respective possible points that the Technical Review Team will utilize to evaluate and score the application. Each Team member will score each application individually and rank them from high to low. The Team will combine each Team member's ranking into an overall ranking. This final ranking will represent the basis for their final recommendation to the Board of Trustees of the Lake County Water Authority. It will be the responsibility of the Board of Trustees to determine those projects that warrant grant funds and the amount of funds to be awarded. Please keep in mind that the Technical Review Team cannot make assumptions regarding your application, so be as complete as possible with the package of materials that you provide.

Category	Possible Points	Points Awarded	Notes/Comments
Overall Project	14		
Status of Project	5		
Public Benefit	19		
Pollutant Removal	29		
Type of Project	15		
Cost Sharing	18		
Totals	100		

Reviewer Comments (attach an additional sheet if necessary):



Application for Conceptual Permit

St. Johns River Water Management District

GILBERT PARK DRAINAGE BASIN

City of Mount Dora

Prepared by:
Dyer, Riddle, Mills & Precourt, Inc.
Orlando, Florida

May 1995

This report has been prepared by Dyer, Riddle, Mills & Precourt, Inc., Consulting Engineers, Orlando, Florida, for Conceptual Approval of drainage improvements within the Gilbert Park Drainage by the St. Johns River Water Management District. The approach of the report is from a system perspective, identifying problems areas and recommending solutions on a basin-wide basis. The recommended solutions address both water quantity and quality. Certain assumptions have been made in preparing this report and have been documented throughout.

Mark D. Sweeney, P.E.
Project Engineer
Dyer, Riddle, Mills & Precourt, Inc.

wetland. Runoff from greater storm events would be diverted through approximately 325 feet of 36-inch RCP to the 42-inch CMP outfall at Tremain Street and discharge into Lake Dora. Please see Appendix G for Master Drainage Plan and Profiles for this alternative.

V. WATER QUALITY ASSESSMENTS

In an effort to quantify the benefits of stormwater treatment within the Gilbert Park Basin, an analysis has been performed to estimate the amount of pollutants removed by the proposed treatment facility. The first step in this analysis is to quantify the amount of pollutants presently carried in stormwater runoff from this basin to Lake Dora. The next step is to estimate the potential pollutant removal capability of the proposed treatment. Finally, a comparison is made between the untreated pollutant load and the pollutant load after treatment. A more detailed description of this procedure follows.

In order to exactly quantify the amount and type of each pollutant carried in the stormwater runoff from this basin, an extensive monitoring program would be required to sample every storm event producing runoff. This is obviously not economically feasible to do in most basin studies. For this study, sampling data provided from other similar studies are used as the basis of estimating the pollutant loads within the Gilbert Park basin. While stormwater runoff carries many different chemical compounds, the relative quality of runoff can be estimated utilizing only a few indicator or "priority" chemical parameters. In this study, the indicator parameters were chosen to be Total Nitrogen, Total Phosphorus, Biochemical Oxygen Demand, Total Suspended Solids, Total Zinc and Total Lead because of the large amount of sampling data available on these parameters.

The major basin parameter affecting pollutant load is generally accepted to be land use. Studies have shown relatively high pollutant loads from highly urbanized areas which contribute large amounts of runoff due to increased imperviousness over rural lands.

To simplify the task of quantifying the amount of pollutants in the runoff, pollutant loading values from other studies performed on similar land use types were collected and compiled. The source of the loading values presented herein is a literature search performed by Harvey Harper entitled "Stormwater Loading Rate Parameters for Central and South Florida" updated in 1994. This source presents loading information for twelve (12) different land use types. Corresponding land use types were identified within the Gilbert Park basin and combined with their respective pollutant loading rates as shown in Table V.1. To quantify the existing annual pollutant load from the basin, the loading rate is applied to the amount of each type of land use within the basin. The results of this analysis are presented in Table V.2.

To estimate the pollutant removal efficiency of the proposed retention facility located upstream of the railroad tracks, storage volume and rainfall distribution must be considered. Using the overflow structure within the retention pond as the point of reference, it is assumed that storm events which are completely retained (no outflow from the pond occurs) receive 100 percent treatment. It is then necessary to determine the largest storm event which will be completely retained within the pond. Using stage/storage relationships previously determined in the retention pond, approximately 9.5 acre-feet of retention storage is available. This volume translates into a depth of 0.6 inches over the 172 acre basin contributing to the retention facility. The pollutant load from this slightly smaller basin is presented in Table V.3. Estimating the contributing basin annual runoff coefficient at 0.5 from existing land uses, 1.2 inches of rainfall could be completely retained within the pond. Utilizing this information and data derived by Martin Wanielista in "Stormwater Management" (1993), it is estimated that 83 percent of the annual total rainfall volume is retained completely. Therefore, using assumptions stated previously, approximately 80 percent of the annual pollutant load generated in the basin would be removed utilizing the retention pond. The annual pollutant load from the treated basin is presented in Table V.3.

Table V.1
Gilbert Park Basin
Pollutant Load Rate Table in Kg/Acre-Year

Land Use	Data Source	Total Nitrogen	Total Phosphorus	Biochemical Oxygen Demand	Suspended Solids	Total Zinc	Total Lead
Low Density Residential	1	2.88	0.32	7.6	31.9	0.064	0.052
Medium Density Residential	1	4.68	0.59	14.3	56.1	0.122	0.083
High Density Residential	1	8.51	1.72	38.4	256.0	0.188	0.299
Commercial	1	5.18	0.65	36.1	343.0	0.511	0.635
Industrial	1	7.30	1.24	39.5	383.0	0.543	0.872
Institutional	2	3.13	0.35	18.5	175.3	0.258	0.328
Open Land	1	1.07	0.05	1.0	7.6	0.005	0.021
Agriculture (citrus)	1	2.91	0.55	3.6	21.9	—	—

1. From "Estimation of Stormwater Loading Rate Parameters for Central and South Florida", pg 48, Harvey Harper, 1992
2. Average of Open Land and Commercial loading rates

Table V.2
Gilbert Park Basin
Annual Pollutant Load in Kg/Yr.
to Lake Dora

Landuse	Area (ac.)	Total Nitrogen	Total Phosphorus	Biochemical Oxygen Demand	Suspended Solids	Total Zinc	Total Lead
Low Density Residential	1.6	4.6	0.51	12.1	50	0.10	0.08
Medium Density Residential	137.5	643.5	81.13	1966.4	7714	16.78	11.41
High Density Residential	13.6	115.7	23.39	522.2	3482	2.56	4.07
Commercial	14.5	75.2	9.43	523.8	4977	7.41	9.21
Industrial	0.4	3.2	0.55	17.4	169	0.24	0.38
Institutional	12.6	39.3	4.41	233.3	2207	3.25	4.13
Open Land	2.5	2.7	0.13	2.4	19	0.01	0.05
Agriculture (citrus)	2.4	7.0	1.33	8.7	53	0.00	0.00
Basin Total	185	891	121	3286	18671	30.3	29.3

Note: Loads are calculated as the product of land use area and loading rate presented in Table V.1 for each parameter.

Table V.3
Gilbert Park Basin
Annual Pollutant Load in Kg/Yr.
 Contributing to Retention Facility

Land Use	Area (ac.)	Total Nitrogen	Total Phosphorus	Biochemical Oxygen Demand	Suspended Solids	Total Zinc	Total Lead
Low Density Residential	0.5	1.4	0.16	3.8	16	0.03	0.03
Medium Density Residential	137.5	643.5	81.13	1966.4	7714	16.78	11.41
High Density Residential	1.5	12.8	2.58	57.6	384	0.28	0.45
Commercial	14.5	75.2	9.43	523.8	4977	7.41	9.21
Industrial	0.4	3.2	0.55	17.4	169	0.24	0.38
Institutional	12.6	39.3	4.41	233.3	2207	3.25	4.13
Open Land	2.5	2.7	0.13	2.4	19	0.01	0.05
Agriculture (citrus)	2.4	7.0	1.33	8.7	53	0.00	0.00
Basin Total	172	785	100	2813	15539	28.0	25.7

Estimated Retention Facility Treatment Efficiency: 80% *

	Total Nitrogen	Total Phosphorus	Biochemical Oxygen Demand	Suspended Solids	Total Zinc	Total Lead
Basin Total after Treatment	157	20	563	3108	5.6	5.1

*Please see Page 10.

To fully understand the effect of the proposed retention facility on the entire Gilbert Park Basin, the treated portion must be summed with the untreated portion flowing to Lake Dora and then compared to the existing untreated pollutant load from the basin. This analysis is presented in Table V.4. As can be seen, the proposed retention facility will provide a 66-to-74 percent reduction in annual pollutant loads from the entire Gilbert Park Basin.

Table V.4

Gilbert Park Basin Annual Pollutant Load in Kg/Yr.

Untreated Portion of Basin Contributing to Lake Dora and

Total Load to Lake Dora from Treated and Untreated Portions

Land Use	Area (ac.)	Total Nitrogen	Total Phosphorus	Biochemical Oxygen Demand	Suspended Solids	Total Zinc	Total Lead
Low Density Residential	1.1	3.1	0.35	8.2	34	0.07	0.06
Medium Density Residential	0.0	0.0	0.00	0.0	0	0.00	0.00
High Density Residential	12.1	103.0	20.81	464.6	3098	2.27	3.62
Commercial	0.0	0.0	0.00	0.0	0	0.00	0.00
Industrial	0.0	0.0	0.00	0.0	0	0.00	0.00
Institutional	0.0	0.0	0.00	0.0	0	0.00	0.00
Open Land	0.0	0.0	0.00	0.0	0	0.00	0.00
Agriculture (citrus)	0.0	0.0	0.00	0.0	0	0.00	0.00
Basin Total	13	106	21	473	3132	2.3	3.7

Total Pollutant Load to Lake Dora from treated and untreated portions of Gilbert Park Basin

Total Nitrogen	Total Phosphorus	Biochemical Oxygen Demand	Suspended Solids	Total Zinc	Total Lead
263	41	1036	6240	8	9

Estimated Gilbert Park Basin Wide Pollutant Load Reduction due to proposed Retention Facility

Total Nitrogen	Total Phosphorus	Biochemical Oxygen Demand	Suspended Solids	Total Zinc	Total Lead
70%	66%	68%	67%	74%	70%

Signature:

Email: beng@lcwa.org



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

DATE: June 6, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of 2nd Amendment to the Mount Dora and Lake County for the Joint Planning Agreement

Introduction:

This is a request for City Council to approve the Second Amendment to the Mount Dora and Lake County for the Joint Planning Agreement.

Discussion:

On October 25, 2022, the Lake County Board of County Commission provided 180 day notice of termination of the City/County Joint Planning Agreement (JPA) - Attachment #1, which expired on April 25, 2023. Subsequent to the City Council discussions at the November 1, 2022, City Council meeting and the City Council Work Session held on November 14, 2022, the City staff and City Attorney have been working on draft versions with Lake County's Attorney's office to reinstate or amend the Joint Planning Agreement (JPA). The most recent draft document was accepted by the County's legal office on April 16, 2023.

The original JPA was implemented in September 2004. There was one subsequent amendment in May 2015, which modified (removed) a small boundary area on the western side of the City at Old US Highway 441 and Bay Road - Attachment #2.

The proposed Second Amendment to the JPA is a revision to Article III entitled Creation of the Joint Planning Area. This amendment is a placeholder agreement in order to fully update and replace the JPA within 12 months. The County is developing a new JPA as part of the joint planning initiative facilitated by East Central Florida Regional Planning Council. The 2nd amendment allows the JPA to be reinstated and includes action items. Below is a summary list of the various changes pertaining to the 2nd Amendment to the JPA (summary listed in Attachment #3):

- Only amends Article III of the existing agreement. The other JPA provisions (Articles) remain.

- The boundary area of the JPA was modified slightly to include two small expansion areas – Attachment #4.
- The County has committed to including the City Land Development Code design requirements.
- Clarified how development fees are processed. There are cases when new development proposed in the County and the City review for code compliance.
- Removes the existing JPA language that the County cannot approve a development order until the lands are annexed. This was the original objection expressed by the County that generated the changes to the JPA.

Budget Impact:

There are no budgetary impacts to the City relative to the processing of interlocal agreements.

Strategic Impact:

Goal 1: Economic Development

Recommendation:

Recommendation from the Planning Director:

City Council approve the Second Amendment to the Mount Dora and Lake County for the Joint Planning Agreement and authorize the Mayor to execute the document on behalf of the City; and forward to Lake County Board of County Commissioners.

Recommendation from the City Manager:

The City Manager recommends that City Council not approve the Second Amendment to the JPA, and instead seek independent legal counsel regarding the City's rights to limit developer access to the City's sewer capacity, utilizing Dr. Richard Levey to provide assistance with acquiring an independent legal opinion as to the City's rights in this matter.

Attachment(s):

1. Attachment 1 JPA Termination Notice by Lake County 10-25-2022
2. JPA Lake Amendment 4.11.23

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen, City Attorney

Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 5/26/2023

Approved - 5/28/2023

Final Approval - 5/30/2023



Board of County Commissioners

P.O. Box 7800 * 315 W. Main St., Suite 316 * Tavares, FL 32778-7800

October 25, 2022

VIA EMAIL AND CERTIFIED RETURN RECEIPT

City of Mount Dora
 Attention: Mayor Stile and City Council
 510 N. Baker Street
 Mount Dora, FL 32757

RE: Mount Dora Joint Planning Agreement (JPA) Termination and Request to Initiate
 Negotiations for New JPA

Dear Mayor and Mount Dora City Council Members:

The Board of County Commissioners (Board) is sending this letter to clarify what appears to be a misunderstanding about the JPA situation. The Board does not want to cancel the JPA with the City of Mount Dora (City) that has been in place for almost 20 years. However, at the Board's October 11 meeting, the City was specifically asked, at its next regularly scheduled meeting, to consider striking the language in Article III, Paragraph 5 that has been deemed unenforceable and violative of Florida law in an effort to leave intact the rest of the agreement with the understanding that the parties would continue to work towards a new, improved JPA in the future as part of a Countywide joint planning effort.

Unfortunately, the item was not placed on the City's last agenda, nor was the language in Article III, Paragraph 5 struck by formal action of the City Council; rather, the discussion centered around proposing new language to the JPA. This type of negotiation process would ordinarily be acceptable if we were starting with an enforceable and lawful JPA, but instead we have a flawed JPA that is unenforceable on its face, which is why the County Commission asked for the language to be stricken in order to keep the rest of the agreement in place.

At this point, since the City has not agreed to strike the objectionable language, the County Commission must provide the City with the County's notice to terminate the JPA which will become effective 180 days from today's date, October 25, 2022. In the meantime, the City is welcome to submit new language in an effort to formulate an interim JPA while we work on the Countywide joint planning endeavor.

P 352-343-9850 • F 352-343-9495

Board of County Commissioners • www.lakecountyfl.gov

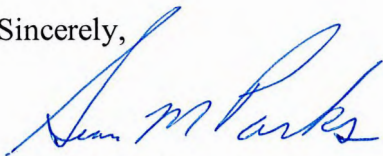
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As you know, the Countywide JPA effort is well underway and although it may take 12 to 18 months or longer to complete, the County Commission welcomes the opportunity to formulate a new improved JPA with the City, or as noted above, an interim JPA, in a much shorter timeframe, or perhaps efforts could be focused on a smaller area such as the Wolf Branch Innovation District (WBID) since it is likely both of our jurisdictions will be asked to process applications in this area in the near future.

During the process of preparing a County comprehensive plan amendment and new LDRs for the WBID based upon the City's Wolf Branch Innovation design criteria, we discovered that approximately 73 property owners would be impacted by these changes and for this reason, County staff will be conducting a property rights evaluation to determine how to address each landowners' existing rights in relation to the proposed LDRs and Comprehensive Plan adopted by the City. Depending on the outcome of each of those evaluations, we will formulate ways to accommodate property owners so as not to subject the County to Bert Harris Property Right Act challenges. We will keep you posted as this process progresses but believe this will be an important aspect of formulating JPA provisions for the WBID.

We look forward to working together on a replacement JPA or in the meantime, an interim JPA and will make ourselves available to accomplish this task.

Sincerely,



Sean M. Parks
Chairman

MM/mw

cc: Sherry Sutphen, Esq. (via email only to ssutphen@roperpa.com)

CITY OF MOUNT DORA - LAKE COUNTY

JOINT PLANNING AGREEMENT

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

PREAMBLE

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

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

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

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

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities which already exists and to plan for and finance new 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

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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

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.

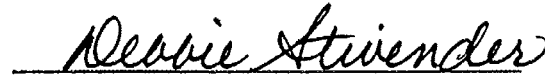
COUNTY

ATTEST:



James C. Watkins, Clerk
of the Board of County
Commissioners of Lake County, Florida

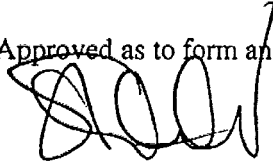
LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS



Debbie Stivender Chairman

This 15th day of October,
2004.

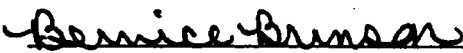
Approved as to form and legality:



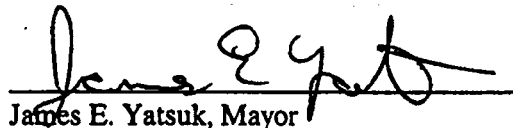
Sanford A. Minkoff
County Attorney

CITY

ATTEST:



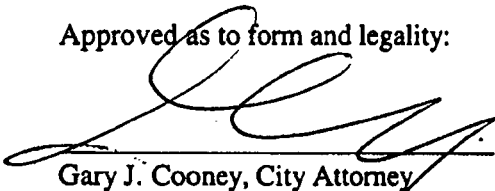
Bernice Brinson, City Clerk



James E. Yatsuk, Mayor

This 8th day of October, 2004.

Approved as to form and legality:

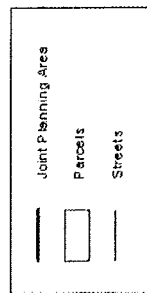
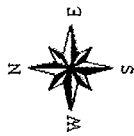


Gary J. Cooney, City Attorney

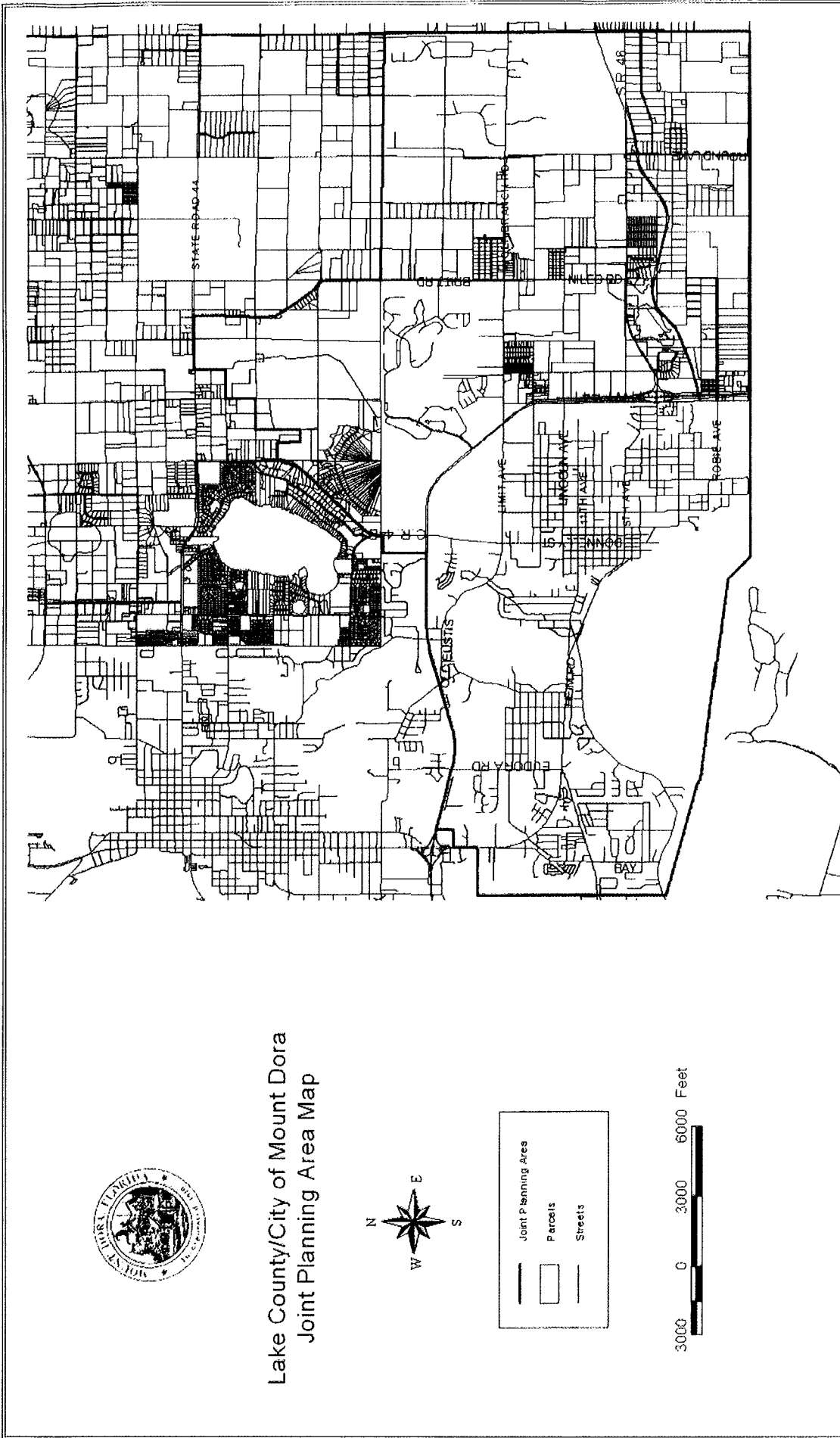
Mount Dora/Lake County JPA – August 23, 2004



Lake County/City of Mount Dora Joint Planning Area Map



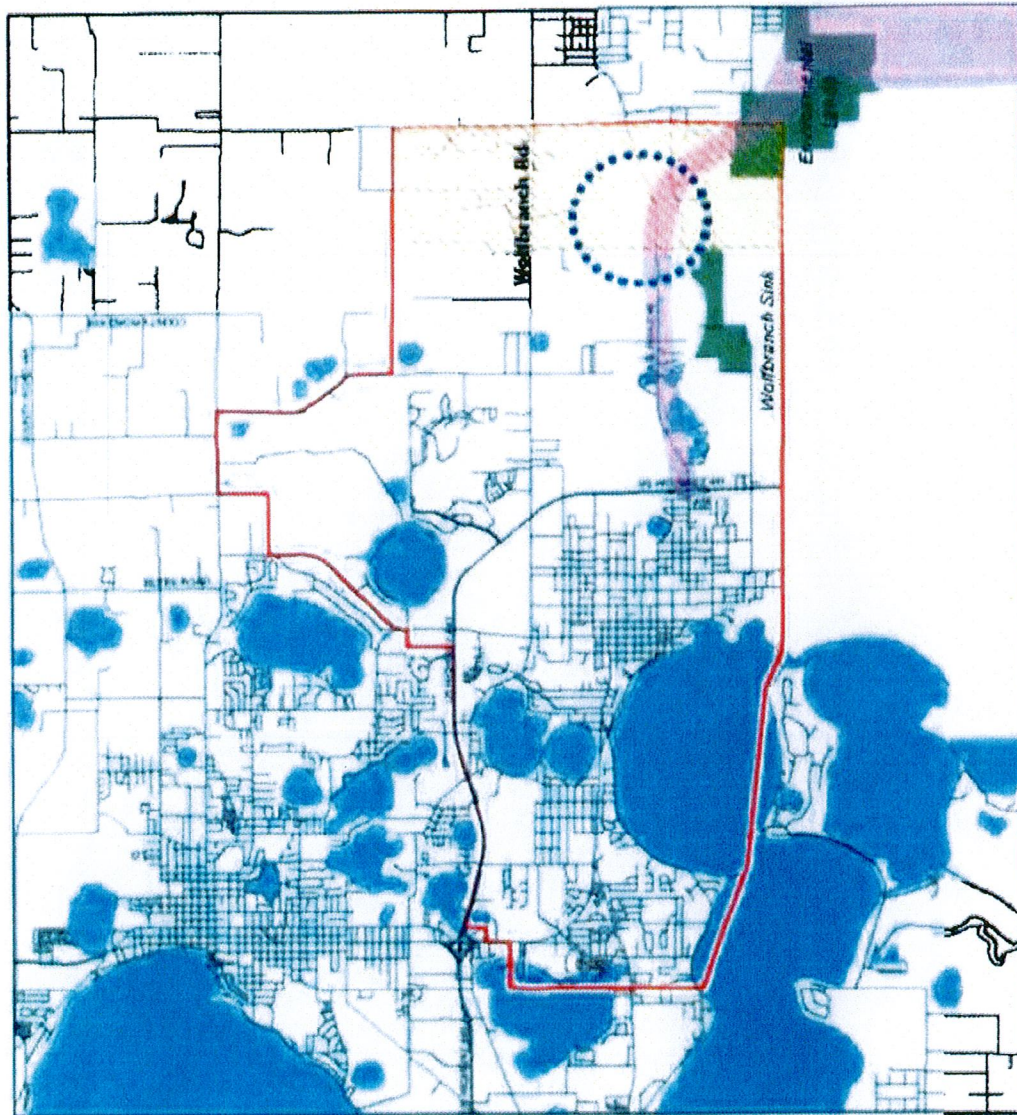
3000 0 3000 6000 Feet



**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



**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.

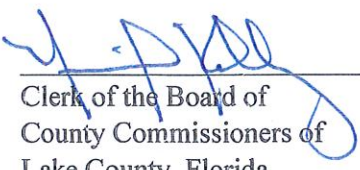
SECTION III. The City and County shall amend their respective Comprehensive Plans pursuant to the revised JPA Map boundary of this Amendment accordingly and in a timely manner.

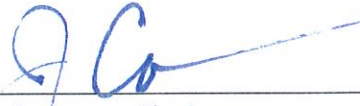
SECTION IV. Except as expressly set forth herein, the Joint Planning Agreement remains unchanged and in full force and effect.

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:

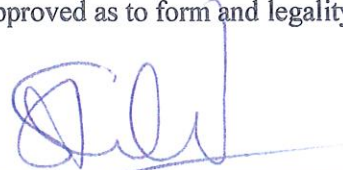
LAKE COUNTY, though its
BOARD OF COUNTY COMMISSIONERS


Clerk of the Board of
County Commissioners of
Lake County, Florida


Jimmy Conner, Chairman

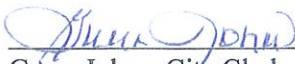
This 18th Day of May, 2015

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"

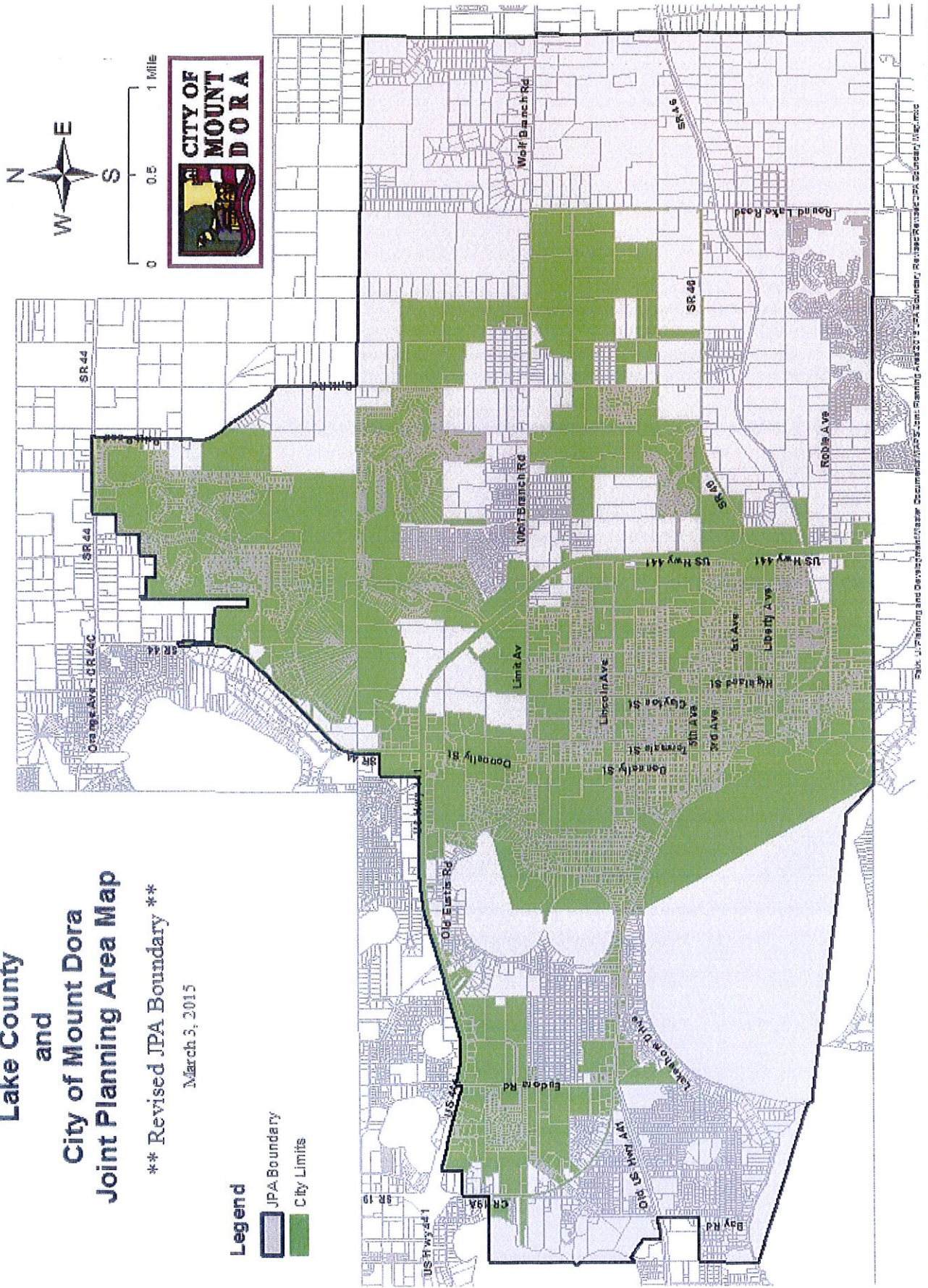
Lake County and City of Mount Dora Joint Planning Area Map

** Revised JPA Boundary **

March 3, 2015

Legend

-  JPA Boundary
-  City Limits



**Second Amendment to City of Mount Dora – Lake County
Joint Planning Agreement**

Reader's Note	Staff reviewed the JPA Second Amendment, provided a side-by-side comparison to the original text alongside the proposed text revision. Please be advised Article III is the only section of the JPA being replaced. All other provisions of the Original JPA shall remain in effect unless otherwise amended in writing or terminated by one or both parties.
----------------------	--

Section 2. Amendment. Article III, entitled *Creation of Joint Planning Area*, of the original agreement dated September 28, 2004, is hereby replaced in its entirety to read as follows:

Original Text	Revised Text
1. Joint Planning Area Created. The Joint Planning Area shall consist of those lands identified in Exhibit "A".	Minor update to Exhibit "A" to include map with properties within the City of Mount Dora.
Synopsis of Change: The two boundary areas being included are same property owner within the existing JPA that have lands/parcels adjacent and would ultimately be served by the City.	

Original Text	Revised Text
2. The County and City will use their best efforts to incorporate the boundaries of the JPA into the FLUM of their respective plans and to including the terms and conditions stated herein. The County and City will use their best efforts to amend their LDR to incorporate the terms and conditions stated herein. The County and the City will use their best efforts to implement the ideas set forth in Article V hereof.	The County and the City will use their best efforts to incorporate the terms and conditions of this agreement along with the boundaries of the Joint Planning Area into the Future Land Use Maps of their respective plans. The County and the City will use their best efforts to amend their Land Development Regulations to incorporate the terms and conditions stated herein. The County and the City will use their best efforts to implement the ideas set forth in Article V hereof.
Synopsis of Change: Minor language change.	

**Second Amendment to City of Mount Dora – Lake County
Joint Planning Agreement**

Original Text	Revised Text
3 a. It is the intent of the City and the County that the comprehensive plans of the City and the County shall ensure that the lands in the JPA area developed consistent with development within the City, and, at the same time, develop in a way that will ensure efficient provision of public infrastructure and services in this area. Any property annexed subsequent to the adoption hereof shall be limited to a maximum density no greater than the highest density allowed within the FLU category established for the property by the County immediately prior to annexation. b. The amendments contemplated in paragraph a, above, shall cover growth management issues and may include, but not limited to: 1. Timing of urban growth 2. Density of urban and pre-urban areas 3. Limiting private utility providers to areas outside the JPA 4. Environmental resources management, including potential greenbelt areas 5. Innovative and flexible planning such as mixed-use, clustering, and open space provisions 6. Transportation planning consistent with Lake County Transportation Plan. Synopsis of Change: No change.	No change.

Remainder of page left intentionally blank.

**Second Amendment to City of Mount Dora – Lake County
Joint Planning Agreement**

Original Text	Revised Text
4. If the County creates a land development overlay district, the City shall be consulted and allowed to formally comment on the proposed district and associated regulation in an effort to ensure an orderly transition of land development between the City and the County. It is the intent of the City and the County that any proposed LDR of the City and the County shall ensure that the lands in the JPA are developed consistent with development within the City. In order to accomplish this goal, the City and the County, that may be jointly developed to apply within the JPA, are intended to create a unified development code, which shall apply within both the incorporated and unincorporated portions of the JPA. The City and County staffs shall recommend to the City Council and County Commission, amendments to the City and the County LDR, establishing standards for Development within the JPA. The standards shall incorporate the standards from current City and County standards that are superior to the standards currently applied.	4 a. It is the intent of the City and the County that the lands in the Joint Planning Area are developed consistent with development within the City. In order to accomplish this goal, the City and the County agree that within twelve (12) months of the Effective Date of this Amendment, the parties shall use their best efforts to adopt a new JPA as part of the countywide planning initiative which shall apply within both the incorporated and the unincorporated portions of the Joint Planning Area. Failure to adopt a new JPA in the twelve (12) month period set forth herein shall not invalidate the effectiveness of this Agreement. Extensions of the twelve (12) month period may be mutually agreed upon by the City Manager and County Manager without requiring a further amendment to this Agreement. b. In the interim time between the Effective Date of this amendment and the adoption of new JPA, the County shall continue to provide development applications to the City for review in accordance with Article IV. The City shall not require a development review fee from the applicant to provide comments to the County, unless the review is related to the developer applying to the City for review of utilities or infrastructure improvements, then the applicant will be charges all pass-through fees and permit fees. Comments will be directed to the County, with a copy to the applicant. c. If the property owner voluntarily applies to annex into the City under Section 171.044, Florida Statutes, at time of annexation, the County's Land Use and Zoning shall remain in effect until a formal application for Land Use and/or Zoning map amendment are submitted to the City by the property owner.
Synopsis of Change: The County and City agree to adopt a new Joint Planning Agreement within 12 months of adopting this amendment. This amendment establishes an interim period, between the effective date of the Amendment and the Adoption of the new Joint Planning Agreement. During this Interim period, the development review fee structure is amended	

**Second Amendment to City of Mount Dora – Lake County
Joint Planning Agreement**

Original Text	Revised Text
5. Requests for municipal services within the JPA may at the discretion of the City, require a covenant to annex or, if contiguous to the City Boundary, annexation into the City in order to receive municipal services. If the City notifies the County as part of a Development Order application review process that a covenant to annex will be required because of the provision of City utilities to the development and the property is located within the JPA, the County shall not approve a Development Order until such time as a covenant to annex has been executed by the City and the Development Order applicant unless the City refuses to provide utilities per this section, or does not allow the Development Order applicant to recoup all costs of the utility line extension not directly attributable to the development as others hook up to such lines within a reasonable time period not to exceed five (5) years. If the City notifies the County as part of a Development Order application review process that annexation will be required because of the provision 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 the City refuses to provide utilities per this section, or does not allow the Development Order applicant to recoup all costs of the utility line extension not directly attributable to the development as others hook up to such lines within a reasonable time period not to exceed five (5) years. The City shall provide utility services within the JPA and may, at the discretion of the City, require those persons desiring service to pay the initial expense of extending utility services through a refundable facilities program which allows the person extending utility services to recoup all costs of the utility line extension not directly attributable to the person desiring service as others hook up to such lines within a reasonable time period not to exceed five (5) years. The County shall not issue development orders within the JPA without reviewing the proposed development with the City to ensure the appropriate utility design for the development. If the City is willing to provide utility services or provide utility services through a refundable facilities program as described above, the County shall not permit any new private utilities, septic tanks or wells to be constructed as part of development within the JPA without approval by the City.	Text removed in its entirety from the amendment.
Synopsis of Change: The County will send development applications within the Joint Planning Area to the City for review. If the City requires service connection to a proposed development, the City will execute a Covenant to Annex with the Applicant. During that time, the County shall not approve a Development Order on that property. Other provisions provided in the original text. Proposed: Remove the section entirely until a new Joint Planning Agreement is adopted.	

**Second Amendment to City of Mount Dora – Lake County
Joint Planning Agreement**

Original Text	Revised Text
6. a. The City shall annex only lands in the Joint Planning Area and shall not annex any lands outside of the Joint Planning Area without amendment of Exhibit “A” of this agreement. As real property within the area depicted as unincorporated is annexed into the City, it shall be unnecessary to amend this Agreement or Exhibit “A”. b. Terms of Annexation related to Transfer of Infrastructure. All future municipal annexation-related transfers of infrastructure shall occur consistent with the following terms: Upon annexation of a sum greater than fifty (50%) of the existing front footage of properties abutting any subject road right-of-way, other than a State of Florida operated and maintained right-of-way, located between the two nearest collector streets (or streets with a higher classification) intersecting right-of-ways (i.e. cross streets), except for existing County roads currently being maintained within the City, the City shall assume maintenance responsibility for such road right-of-way segment and associated drainage facilities not terminating at any right-of-way centerline, but between and extending to and including the above-mentioned local cross street intersections, or as may be mutually designated. All such transfers of maintenance responsibility related to an annexation shall include the entire width of the right-of-way adjacent to annexed properties. The following list of County roads shall not require assumption of maintenance: 1. Wolfbranch Road; 2. Robie Avenue; 3. Old Highway 441; 4. CR19A; 5. Britt Road; and 6. Round Lake Road.	No change.
Synopsis of Change: No change.	

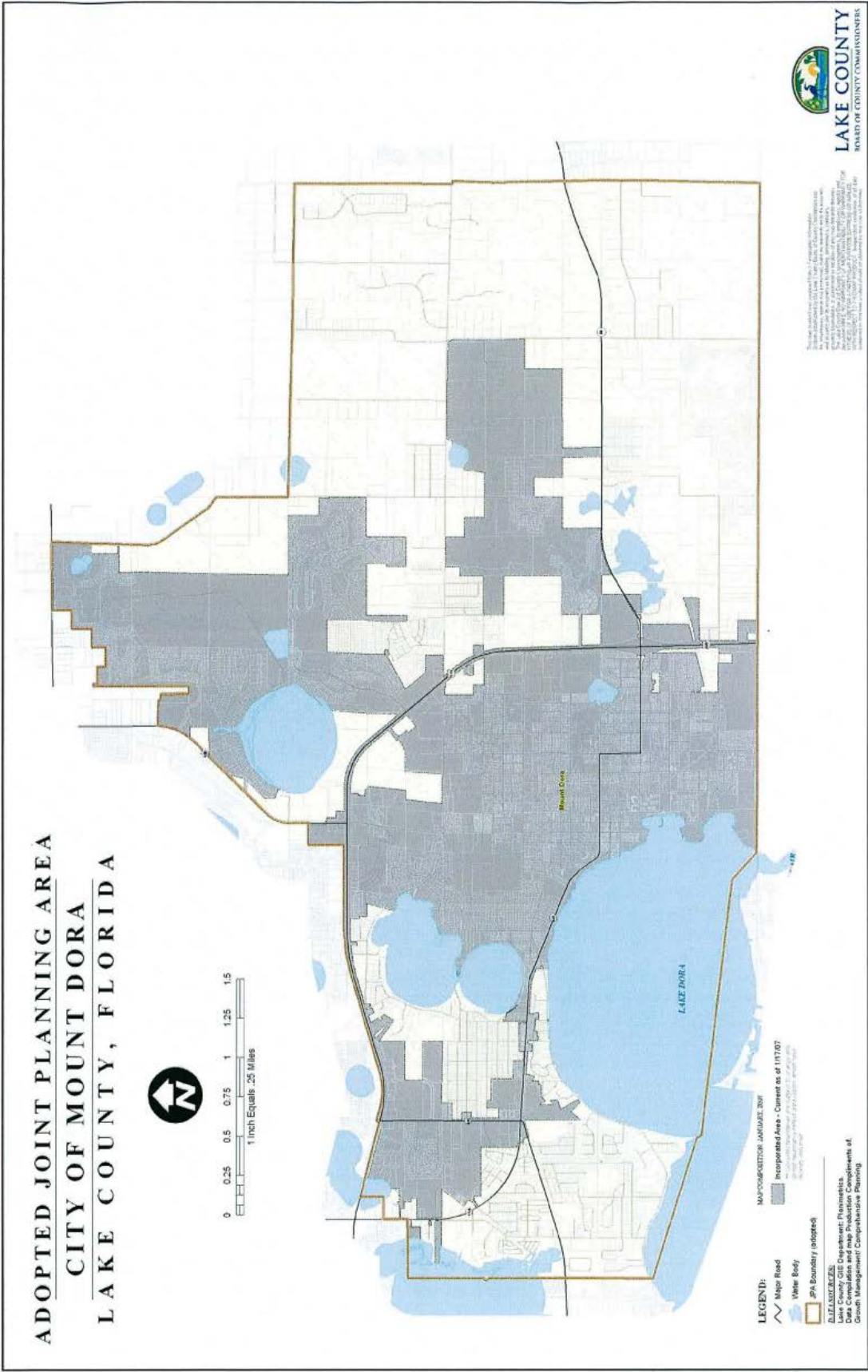
Second Amendment to City of Mount Dora – Lake County
Joint Planning Agreement

Original Text	Revised Text
7. County Right-of-Way Maintenance Responsibility. Unless this Agreement is modified pursuant to Article V below, the County agrees to continue to maintain, regardless of any adjacent annexations, the particular roadways or segments thereof, and associated drainage facilities within the JPA. The County agrees to continue to maintain these facilities until transferred to the City in accordance with the terms of this Agreement, or as this Agreement is modified pursuant to Article V below. Upon execution of this Agreement, any new roads constructed by the County in the City shall be maintained and owned by the County. Synopsis of Change: No change.	No change.

Remainder of page left intentionally blank.

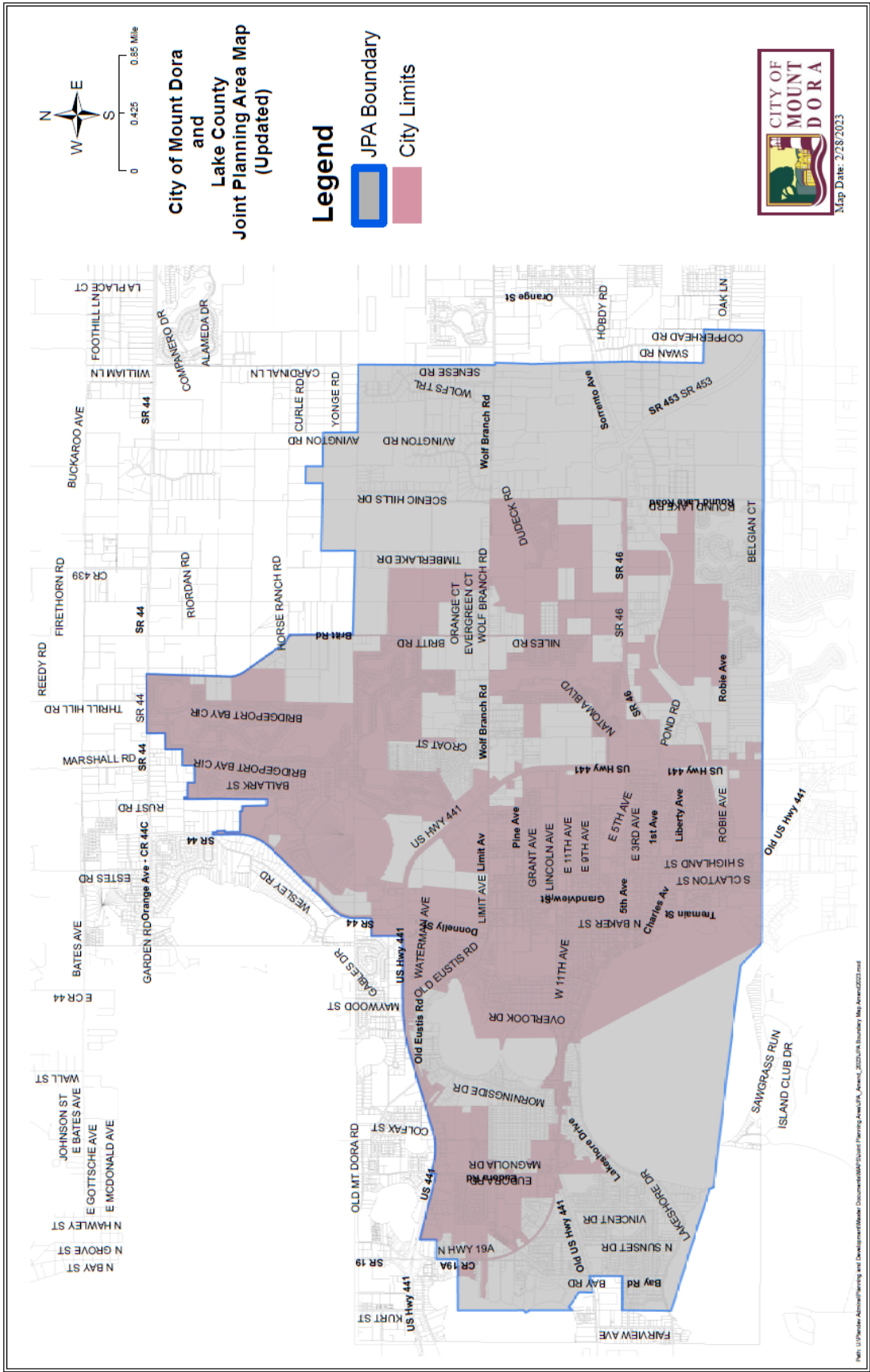
Second Amendment to City of Mount Dora – Lake County
Joint Planning Agreement

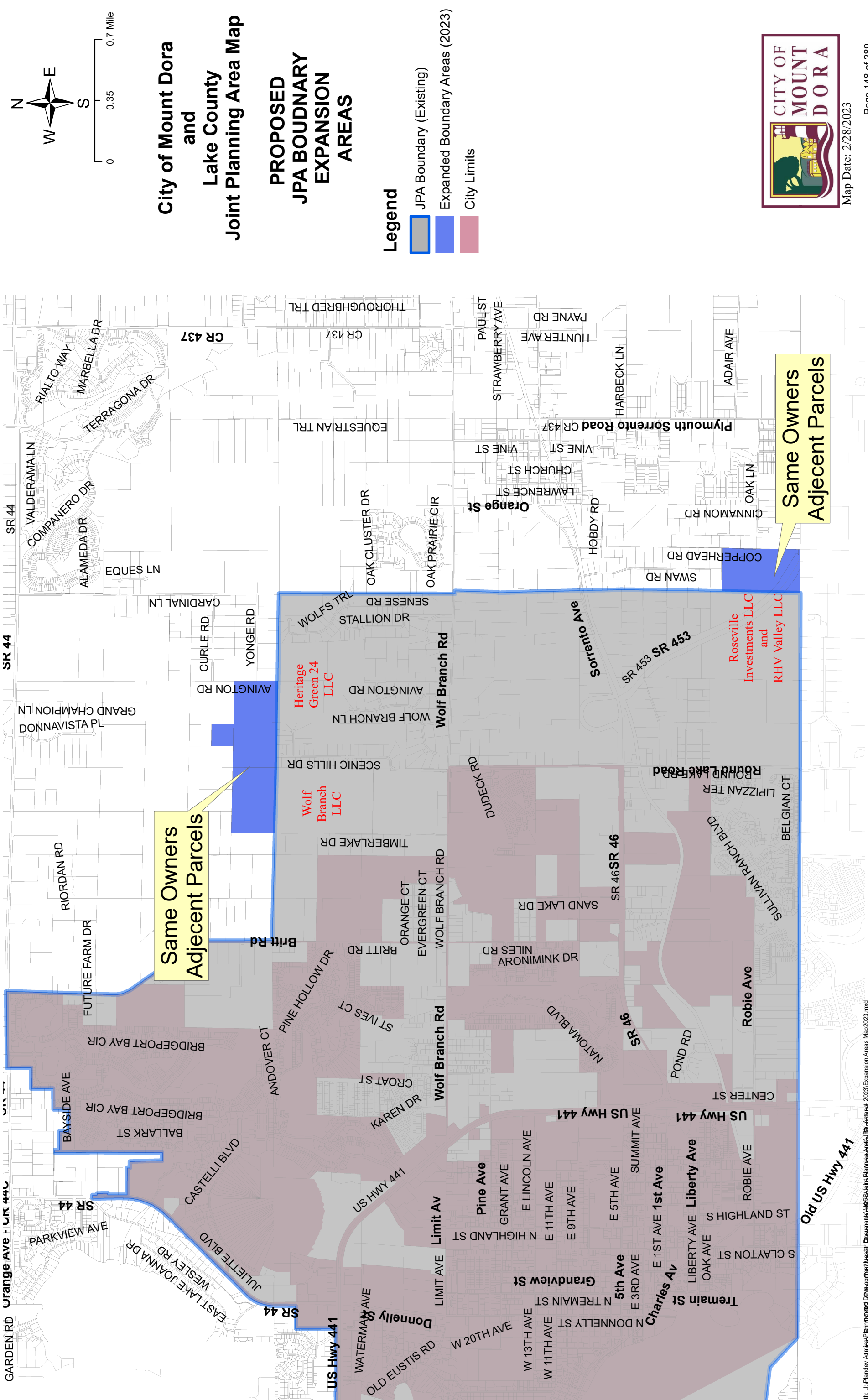
ORIGINAL JPA BOUNDARY MAP



Second Amendment to City of Mount Dora – Lake County
Joint Planning Agreement

BOUNDARY MAP MODIFIED WITH THE 2ND AMENDMENT TO THE JPA





1 **SECOND AMENDMENT TO CITY OF MOUNT DORA-LAKE COUNTY**
2 **JOINT PLANNING AGREEMENT**
3

4 This is a Second Amendment to the Joint Planning Agreement is made by and between the City of
5 Mount Dora, a Florida Municipal Corporation (the “City”) and Lake County, Florida, a political subdivision
6 of the State of Florida (the “County”).
7

8 **PREAMBLE**
9

10 **WHEREAS**, on September 28, 2004, the parties entered into a Joint Planning Agreement (JPA)
11 for purposes of ensuring that the lands in the joint planning area are developed in a way that will ensure
12 efficient provision of public infrastructure and services; and
13

14 **WHEREAS**, on March 3, 2015, the parties entered into a First Amendment to the JPA to adjust
15 the boundary for the joint planning area in the vicinity of Bay Road and Old Highway 441; and
16

17 **WHEREAS**, the parties now desire to further amend the JPA to remove provisions that may be
18 deemed contrary to current law; and
19

20 **WHEREAS**, the parties have determined that this amendment is in the best interests of the public
21 health, safety, and welfare.
22

23 **NOW, THEREFORE**, the City and the County hereby agree as follows:
24

25 **Section 1. Recitals.** The foregoing recitals are true and correct and incorporated herein by
26 reference.
27

28 **Section 2. Amendment.** Article III, entitled *Creation of Joint Planning Area*, of the original
29 agreement dated September 28, 2004, is hereby replaced in its entirety to read as follows:
30

31 **ARTICLE III – CREATION OF JOINT PLANNING AREA**
32

33 1. The Joint Planning Area shall consist of those lands identified in **Exhibit “A”** attached
34 hereto and shall supersede the area as amended through the First Amendment to this Agreement. Any
35 conflict between the Joint Planning Area described in **Exhibit “A”** attached to this Second Amendment
36 and any other prior depicted or established joint planning area, the Joint Planning Area set forth in this
37 **Exhibit “A”** shall prevail.
38

39 2. The County and the City will use their best efforts to incorporate the terms and conditions
40 of this agreement along with the boundaries of the Joint Planning Area into the Future Land Use Maps of
41 their respective plans. The County and the City will use their best efforts to amend their Land Development
42 Regulations to incorporate the terms and conditions stated herein. The County and the City will use their
43 best efforts to implement the ideas set forth in Article V hereof.
44

45 3. a. It is the intent of the City and the County that the comprehensive plans of the City
46 and the County shall ensure that the lands in the Joint Planning Area are developed consistent with
47 development within the City, and, at the same time, develop in a way that will ensure efficient provision of
48 public infrastructure and services in this area. Any property annexed subsequent to the adoption hereof shall
49 be limited to a maximum density no greater than the highest density allowed within the Future Land Use
50 category established for the property by the County immediately prior to annexation.

b. The amendments contemplated in paragraph a, above, shall cover growth management issues and may include, but are not limited to, the following topics:

- (1) Timing of urban growth
- (2) Density of urban and pre-urban areas
- (3) Limiting private utility providers to areas outside the JPA
- (4) Environmental resource management, including potential greenbelt areas
- (5) Innovative and flexible planning such as mixed-use, clustering and open space provisions
- (6) Transportation planning consistent with Lake County transportation plan

4. a. It is the intent of the City and the County that the lands in the Joint Planning Area are developed consistent with development within the City. In order to accomplish this goal, the City and the County agree that within twelve (12) months of the Effective Date of this Amendment, the parties shall use their best efforts to adopt a new JPA as part of the countywide planning initiative which shall apply within both the incorporated and the unincorporated portions of the Joint Planning Area. Failure to adopt a new JPA in the twelve (12) month period set forth herein shall not invalidate the effectiveness of this Agreement. Extensions of the twelve (12) month period may be mutually agreed upon by the City Manager and County Manager without requiring a further amendment to this Agreement.

b. In the interim time between the Effective Date of this amendment and the adoption of new JPA, the County shall continue to provide development applications to the City for review in accordance with Article IV. The City shall not require a development review fee from the applicant to provide comments to the County, unless the review is related to the developer applying to the City for review of utilities or infrastructure improvements, then the applicant will be charged all pass-through fees and permit fees. Comments will be directed to the County, with a copy to the applicant.

c. If the property owner voluntarily applies to annex into the City under Section 171.044, Florida Statutes, at time of annexation, the County's Land Use and Zoning shall remain in effect until a formal application for Land Use and/or Zoning map amendment are submitted to the City by the property owner.

5. a. The City shall annex only lands in the Joint Planning Area and shall not annex any lands outside of the Joint Planning Area without amendment of **Exhibit "A"** of this Agreement. As real property within the area depicted as unincorporated is annexed into the City, it shall be unnecessary to amend this Agreement or **Exhibit "A."**

b. Terms of Annexation Related to Transfer of Infrastructure. All future municipal annexation-related transfers of infrastructure shall occur consistent with the following terms: Upon annexation of a sum greater than fifty (50%) of the existing front footage of properties abutting any subject road right-of-way, other than a State of Florida operated and maintained right-of-way, located between the two nearest collector streets (or streets with a higher classification) intersecting rights-of-way (i.e. cross streets), except for existing County roads currently being maintained within the City, as set forth herein below, the City shall assume maintenance responsibility for such road right-of-way segment and associated drainage facilities not terminating at any right-of-way centerline, but between and extending to and including the above mentioned local cross street intersections, or as may be mutually designated. All such transfers of maintenance responsibility related to an annexation shall include the entire width of the right-of-way adjacent to annexed properties.

Second Amendment to the Mount Dora and Lake County Joint Planning Agreement

The following list of County roads shall not require assumption of maintenance:

1. Wolfbranch Road
2. Robie Avenue;
3. Old Highway 441;
4. CR19A;
5. Britt Road; and
6. Round Lake Road.

c. Terms of Non-Annexation Related Transfer of Infrastructure and Right-of- Way. Transfers of maintenance responsibility and ownership from the County to the City related to road rights-of-ways and their associated drainage facilities not associated with an annexation shall require an agreement between the City and the County.

6. County Right-of-Way Maintenance Responsibility. Unless this Agreement is modified pursuant to Article V below, the County agrees to continue to maintain, regardless of any adjacent annexations, the particular roadways, or segments thereof, and associated drainage facilities within the JPA specifically identified in the list contained in Section 5.b above. The County agrees to continue to maintain these facilities until transferred to the City in accordance with the terms of this Agreement, or as this Agreement is modified pursuant to Article V below. Upon execution of this Agreement, any new roads constructed by the County in the City shall be maintained and owned by the County.

Section 3. Retroactive Application. This Second Amendment shall have retroactive application to and including April 23, 2023, and shall supersede that written notice of termination of the JPA provided by the County on October 25, 2022.

Section 4. Other Provisions. All other provisions of the original JPA shall remain in effect unless otherwise amended in writing or terminated by one or both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amended Agreement on the respective dates under each signature: the COUNTY through its Board of Commissioners, signing by and through its Chairman, duly authorized to execute same by Board action, and the CITY through its City Council, signing by and through its Mayor, duly authorized to execute same by Council action.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA**

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Kirby Smith, Chairman

This _____ day of _____, 2023.

Approved as to form and legality:

Melanie Marsh, County Attorney

Second Amendment to the Mount Dora and Lake County Joint Planning Agreement

CITY OF MOUNT DORA, FLORIDA

By: _____
Crissy Stile, Mayor

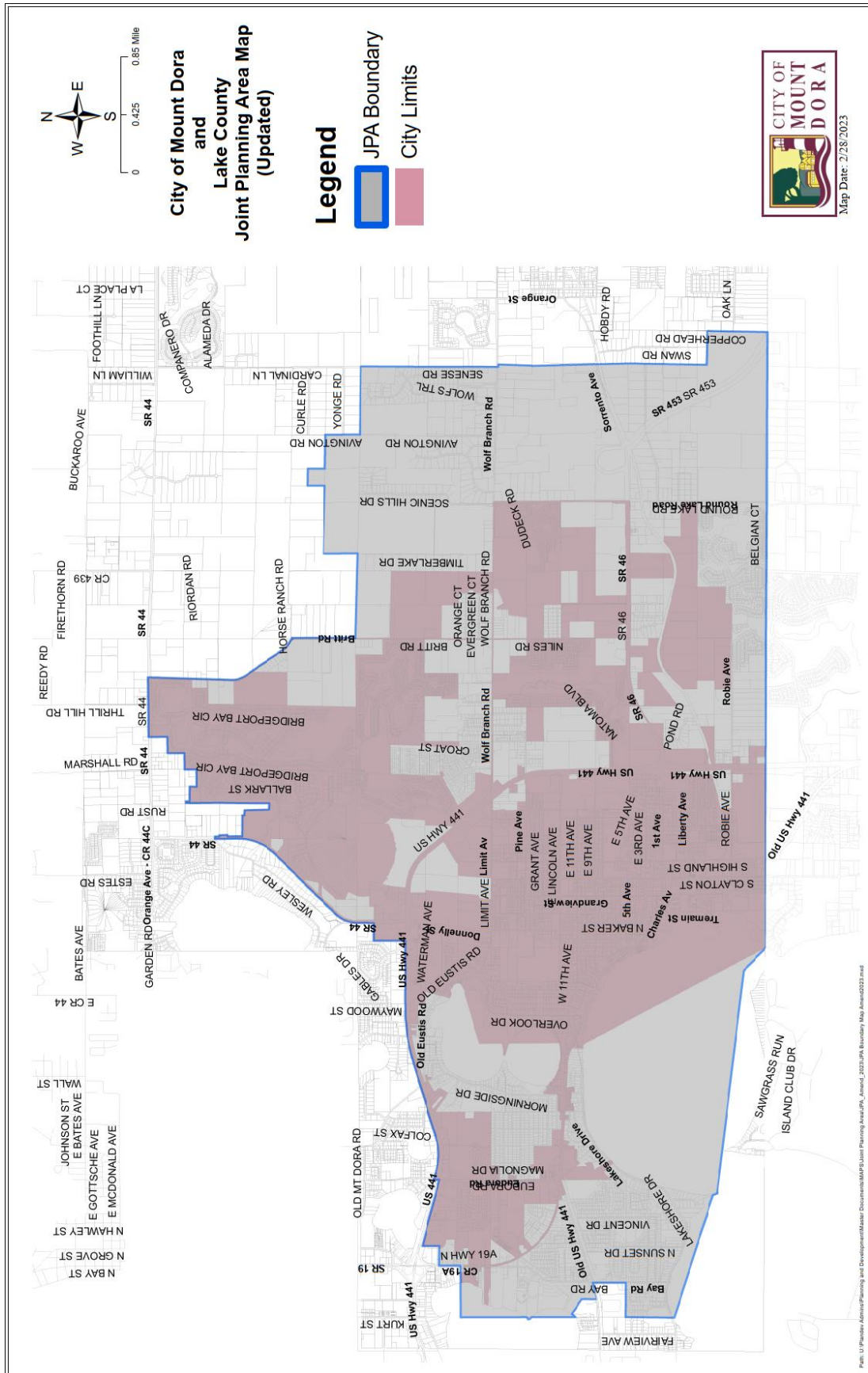
ATTEST:

By: _____
Jeanann Hand, City Clerk

Approved as to form and legality
as to the City of Mount Dora, only.

Sherry G. Sutphen, City Attorney

Exhibit "A"



S:\D



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

DATE: June 6, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of Second-First Reading of **Ordinance No. 2023-06**, Amendment to Chapter 42 of the Mount Dora Code of Ordinances to allow Golf Carts on Certain City Streets.

Introduction:

This is a request for City Council to approve the second-first reading of Ordinance No. 2023-06.

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Public Hearing
Discussion
Council Action

Discussion:

The City of Mount Dora encourages multimodal transportation. Golf carts on city streets are common within surrounding cities and towns throughout Central Florida. This issue has been previously expressed to staff as a possible program for consideration. “Street-legal” golf carts are already allowed under Florida Statutes. The proposed ordinance captures these regulations, which allows the operation of Low Speed Vehicles (LSV) as defined in Section 320.01, Florida Statutes, on certain roadways. Copies of Sections 320.01 and 316.2122 are provided in Attachment #1 and Attachment #2, respectively. Drivers who use authorized LSV’s can travel on any roadway that has a speed limit of 35 mph or less. LSV is allowed on certain streets without a special city ordinance. The Florida Department of Highway Safety and Motor Vehicles (FLHSMV) has a well-designed online flyer describing the requirements of a low speed vehicle. A copy of the flyer is provided in Attachment #3 . Currently, the city only allows golf carts on city streets within the Country Club of Mount Dora (Attachment #4). The proposed ordinance retains and allows golf carts within the Country Club with no further golf cart regulations. City roadway posted speed limits are illustrated on Attachment #5 (map).

The Golf Cart ordinance authorizes the operation of golf carts on certain public streets, pursuant to Florida Statutes Chapter 316. Ordinance No. 2023-06 sets the conditions for the operation of the golf carts (Attachments #6 and #7). The carts can operate twenty-four hours a day, every day of the year, unless a City Right of Way is closed for a special event or other City purpose; must be equipped with certain devices; the driver must be of the age of 16 or older with a valid driver's license; carts must abide by traffic regulations; carts are prohibited on bicycle paths or sidewalks; carts can only transport seated passengers, the number of passengers the golf cart is designated to carry; and can only operate on City designated streets. The proposed ordinance provides for penalties and a boundary map for streets where golf carts can travel.

Golf cart with enhanced safety equipment (Attachment #8 - *Golf Cart Hand-out/Flyer*):

- Windshield
- Driver's side exterior mirror.
- Either an interior rear view mirror or a passenger's side exterior mirror.
- Headlamps and tail lamps.
- Brakes and parking brake.
- Front and rear turn signals.
- Steering apparatus.
- Rear and side reflex reflectors.
- Horn.
- Rear facing seats must include safety grab bars/rails (**new**)

The proposed ordinance was tabled at the May 16, 2023, public hearing in order for staff to evaluate additional public feedback and golf cart issues brought to staff's attention. On Tuesday, May 9, 2023, City staff presented the proposed ordinance to the Country Club of Mount Dora's HOA. Residents discuss the new ordinance and the impact of these changes on existing users within the Country Club. The proposed Ordinance No. 2023-06 has now been revised and retains this section of the current Code of Ordinances. Again, as noted in this staff report, the proposed ordinance regulations, registration, fees, and other requirements do not include the Country Club of Mount Dora, as golf carts are provided currently under Section 42-4 of the Mount Dora Code of Ordinance.

Additional ordinance changes include modifications (decrease) to the proposed registration fee. Other golf cart ordinance changes were made related to designated trails, prohibition of golf carts on sidewalks, and posting streets where golf carts are not allowed. Summary of changes listed as follows:

- Annual fee revised from \$100 to \$25 and annual renewals at \$10.
- Golf Carts are allowed in the Country Club Mound Dora and exempt from the registration of the new ordinance; included as Section 42.205 Exemptions (Ordinance No. 2023-06 page 6);
- City Right of Way prohibits golf carts on sidewalks and defines designated golf cart trails;
- Golf Carts clarified as "non-commercial use;"

- Authorized Use of Sub-section 42.201(C.2) revised language: A properly registered Golf Cart may only be operated on a City Right of Way with posted speed limits of no more than thirty (30) miles per hour, unless City Right of Way is otherwise posted as “NO GOLF CARTS ALLOWED;” and
- Golf cart equipment now includes a safety requirement: Rear-facing seats must include safety grab bars/rails (example below).



Budget Impact:

Codification by the Municipal Code Corporation and legal notices for MDCO Amendment costs are estimated at \$4,000.

Registration Fee: \$25.00

Annual Renewal: \$10.00

Strategic Impact:

GOAL 2: Infrastructure / Public Safety. Regulations related to vehicles on public streets advance a legitimate public purpose and promote and protect the health, safety and welfare of the citizenry of Mount Dora.

Recommendation:

City Council to approve Second-First Reading of Ordinance No. 2023-06 and hold a hearing for the second (final) reading and adoption.

Attachment(s):

1. Attachment 1 Sec 313.212 Florida Statutes
2. Attachment 2 Sec 313.2122 Florida Statutes
3. Attachment 3 Low Speed Vehicles FLHSMV Guide
4. Attachment 4 Existing Golf Cart Code
5. Attachment 5 Roadway Posted Speeds Map
6. Attachment 6 Golf Cart Street Usage Map
7. Attachment 7 Golf Cart Street Usage Listing
8. Attachment 8 Golf Cart Handout (Flyer)
9. Ordinance 2023-06 Golf Cart Ordinance(2nd-First Reading)rev5-19-23.SGS

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen, City Attorney

Approved - 5/24/2023

Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 5/28/2023
Final Approval - 5/30/2023



The 2022 Florida Statutes (including Special Session A)

[Title XXIII](#)

MOTOR VEHICLES

[Chapter 316](#)

STATE UNIFORM TRAFFIC CONTROL

[View Entire Chapter](#)

316.212 Operation of golf carts on certain roadways.— The operation of a golf cart upon the public roads or streets of this state is prohibited except as provided herein:

(1) A golf cart may be operated only upon a county road that has been designated by a county, a municipal street that has been designated by a municipality, or a two-lane county road located within the jurisdiction of a municipality designated by that municipality, for use by golf carts. Prior to making such a designation, the responsible local governmental entity must first determine that golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street. Upon a determination that golf carts may be safely operated on a designated road or street, the responsible governmental entity shall post appropriate signs to indicate that such operation is allowed.

(2) A golf cart may be operated on a part of the State Highway System only under the following conditions:

(a) To cross a portion of the State Highway System which intersects a county road or municipal street that has been designated for use by golf carts if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(b) To cross, at midblock, a part of the State Highway System where a golf course is constructed on both sides of the highway if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(c) A golf cart may be operated on a state road that has been designated for transfer to a local government unit pursuant to s. [335.0415](#) if the Department of Transportation determines that the operation of a golf cart within the right-of-way of the road will not impede the safe and efficient flow of motor vehicular traffic. The department may authorize the operation of golf carts on such a road if:

1. The road is the only available public road along which golf carts may travel or cross or the road provides the safest travel route among alternative routes available; and
2. The speed, volume, and character of motor vehicular traffic using the road is considered in making such a determination.

Upon its determination that golf carts may be operated on a given road, the department shall post appropriate signs on the road to indicate that such operation is allowed.

(3) Notwithstanding any other provision of this section, a golf cart may be operated for the purpose of crossing a street or highway where a single mobile home park is located on both sides of the street or highway and is divided by that street or highway, provided that the governmental entity having original jurisdiction over such street or highway shall review and approve the location of the crossing and require implementation of any traffic controls needed for safety purposes. This subsection shall apply only to residents or guests of the mobile home park. If notice is posted at the entrance and exit of any mobile home park where residents of the park operate golf carts or electric vehicles within the confines of the park, it is not necessary for the park to have a gate or other device at the entrance and exit in order for such golf carts or electric vehicles to be lawfully operated in the park.

(4) Notwithstanding any other provision of this section, if authorized by the Division of Recreation and Parks of the Department of Environmental Protection, a golf cart may be operated on a road that is part of the State Park Road System if the posted speed limit is 35 miles per hour or less.

(5) A golf cart may be operated only during the hours between sunrise and sunset, unless the responsible governmental entity has determined that a golf cart may be operated during the hours between sunset and sunrise and the golf cart is equipped with headlights, brake lights, turn signals, and a windshield.

(6) A golf cart must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.

(7) A golf cart may not be operated on public roads or streets by any person under the age of 14.

(8) A local governmental entity may enact an ordinance relating to:

(a) Golf cart operation and equipment which is more restrictive than those enumerated in this section. Upon enactment of such ordinance, the local governmental entity shall post appropriate signs or otherwise inform the residents that such an ordinance exists and that it will be enforced within the local government's jurisdictional territory. An ordinance referred to in this section must apply only to an unlicensed driver.

(b) Golf cart operation on sidewalks adjacent to specific segments of municipal streets, county roads, or state highways within the jurisdictional territory of the local governmental entity if:

1. The local governmental entity determines, after considering the condition and current use of the sidewalks, the character of the surrounding community, and the locations of authorized golf cart crossings, that golf carts, bicycles, and pedestrians may safely share the sidewalk;

2. The local governmental entity consults with the Department of Transportation before adopting the ordinance;

3. The ordinance restricts golf carts to a maximum speed of 15 miles per hour and permits such use on sidewalks adjacent to state highways only if the sidewalks are at least 8 feet wide;

4. The ordinance requires the golf carts to meet the equipment requirements in subsection (6). However, the ordinance may require additional equipment, including horns or other warning devices required by s. 316.271; and

5. The local governmental entity posts appropriate signs or otherwise informs residents that the ordinance exists and applies to such sidewalks.

(9) A violation of this section is a noncriminal traffic infraction, punishable pursuant to chapter 318 as a moving violation for infractions of subsections (1)-(5) or a local ordinance corresponding thereto and enacted pursuant to subsection (8), or punishable pursuant to chapter 318 as a nonmoving violation for infractions of subsection (6), subsection (7), or a local ordinance corresponding thereto and enacted pursuant to subsection (8).

History.—s. 2, ch. 83-188; s. 1, ch. 84-111; s. 2, ch. 88-253; s. 322, ch. 95-148; s. 4, ch. 96-413; s. 168, ch. 99-248; s. 7, ch. 2000-313; s. 6, ch. 2005-164; s. 3, ch. 2008-98; s. 46, ch. 2010-223; s. 2, ch. 2015-163.



The 2022 Florida Statutes (including Special Session A)

[Title XXIII](#)

MOTOR VEHICLES

[Chapter 316](#)

STATE UNIFORM TRAFFIC CONTROL

[View Entire Chapter](#)

316.212 Operation of golf carts on certain roadways.— The operation of a golf cart upon the public roads or streets of this state is prohibited except as provided herein:

(1) A golf cart may be operated only upon a county road that has been designated by a county, a municipal street that has been designated by a municipality, or a two-lane county road located within the jurisdiction of a municipality designated by that municipality, for use by golf carts. Prior to making such a designation, the responsible local governmental entity must first determine that golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street. Upon a determination that golf carts may be safely operated on a designated road or street, the responsible governmental entity shall post appropriate signs to indicate that such operation is allowed.

(2) A golf cart may be operated on a part of the State Highway System only under the following conditions:

(a) To cross a portion of the State Highway System which intersects a county road or municipal street that has been designated for use by golf carts if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(b) To cross, at midblock, a part of the State Highway System where a golf course is constructed on both sides of the highway if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(c) A golf cart may be operated on a state road that has been designated for transfer to a local government unit pursuant to s. [335.0415](#) if the Department of Transportation determines that the operation of a golf cart within the right-of-way of the road will not impede the safe and efficient flow of motor vehicular traffic. The department may authorize the operation of golf carts on such a road if:

1. The road is the only available public road along which golf carts may travel or cross or the road provides the safest travel route among alternative routes available; and
2. The speed, volume, and character of motor vehicular traffic using the road is considered in making such a determination.

Upon its determination that golf carts may be operated on a given road, the department shall post appropriate signs on the road to indicate that such operation is allowed.

(3) Notwithstanding any other provision of this section, a golf cart may be operated for the purpose of crossing a street or highway where a single mobile home park is located on both sides of the street or highway and is divided by that street or highway, provided that the governmental entity having original jurisdiction over such street or highway shall review and approve the location of the crossing and require implementation of any traffic controls needed for safety purposes. This subsection shall apply only to residents or guests of the mobile home park. If notice is posted at the entrance and exit of any mobile home park where residents of the park operate golf carts or electric vehicles within the confines of the park, it is not necessary for the park to have a gate or other device at the entrance and exit in order for such golf carts or electric vehicles to be lawfully operated in the park.

(4) Notwithstanding any other provision of this section, if authorized by the Division of Recreation and Parks of the Department of Environmental Protection, a golf cart may be operated on a road that is part of the State Park Road System if the posted speed limit is 35 miles per hour or less.

(5) A golf cart may be operated only during the hours between sunrise and sunset, unless the responsible governmental entity has determined that a golf cart may be operated during the hours between sunset and sunrise and the golf cart is equipped with headlights, brake lights, turn signals, and a windshield.

(6) A golf cart must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.

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(a) Golf cart operation and equipment which is more restrictive than those enumerated in this section. Upon enactment of such ordinance, the local governmental entity shall post appropriate signs or otherwise inform the residents that such an ordinance exists and that it will be enforced within the local government's jurisdictional territory. An ordinance referred to in this section must apply only to an unlicensed driver.

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1. The local governmental entity determines, after considering the condition and current use of the sidewalks, the character of the surrounding community, and the locations of authorized golf cart crossings, that golf carts, bicycles, and pedestrians may safely share the sidewalk;

2. The local governmental entity consults with the Department of Transportation before adopting the ordinance;

3. The ordinance restricts golf carts to a maximum speed of 15 miles per hour and permits such use on sidewalks adjacent to state highways only if the sidewalks are at least 8 feet wide;

4. The ordinance requires the golf carts to meet the equipment requirements in subsection (6). However, the ordinance may require additional equipment, including horns or other warning devices required by s. 316.271; and

5. The local governmental entity posts appropriate signs or otherwise informs residents that the ordinance exists and applies to such sidewalks.

(9) A violation of this section is a noncriminal traffic infraction, punishable pursuant to chapter 318 as a moving violation for infractions of subsections (1)-(5) or a local ordinance corresponding thereto and enacted pursuant to subsection (8), or punishable pursuant to chapter 318 as a nonmoving violation for infractions of subsection (6), subsection (7), or a local ordinance corresponding thereto and enacted pursuant to subsection (8).

History.—s. 2, ch. 83-188; s. 1, ch. 84-111; s. 2, ch. 88-253; s. 322, ch. 95-148; s. 4, ch. 96-413; s. 168, ch. 99-248; s. 7, ch. 2000-313; s. 6, ch. 2005-164; s. 3, ch. 2008-98; s. 46, ch. 2010-223; s. 2, ch. 2015-163.

ATTACHMENT #3

Florida Department of Highway Safety and Motor Vehicles

Guide to Owning LOW SPEED VEHICLES

A low speed vehicle (LSV) is a vehicle with a top speed greater than 20 MPH, but not greater than 25 MPH. **LSVs must be registered, titled and insured** with personal injury protection (PIP) and property damage liability (PDL) insurance.

Any person operating an LSV must have a valid driver license. LSVs may only be operated on streets where the posted speed limit is 35 MPH or less.

LSVs must be equipped with the following safety equipment:



To title and register an LSV, bring the following documents to an FLHSMV or tax collector office, flhsmv.gov/locations:

- Manufacturer's Certificate of Origin;
- Form HSMV 82040 (Application for Title) flhsmv.gov/forms;
- Proof of Florida insurance, minimum \$10,000 PDL and \$10,000 PIP;
- Identification - driver license, ID card or passport; and
- Payment for applicable fees, flhsmv.gov/fees;
 - Title fee
 - Initial registration fee, if applicable
 - Plate fee
 - Registration fee (varies by weight of vehicle)

For more information, visit flhsmv.gov/low-speed-vehicles.

FLHSMV



Golf Carts

Golf carts are defined in section 320.01(22), Florida Statutes, as “a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 MPH.” **Golf carts may be operated on roadways that are designated for golf carts with a posted speed limit of 30 MPH or less.**

Golf carts are not titled or registered and are not required to be insured with PIP and PDL coverage. **A person must be 14 years or older to operate a golf cart.**

Converted Golf Carts

Prior to titling and registering a converted golf cart, the vehicle must be inspected and assigned a VIN at a Motorist Services Regional Office. **The converted golf cart must be street-legal before applying for title and registration.** *flhsmv.gov/locations*

Trailer the converted golf cart to a Motorist Services Regional Office and present the following documents and fees for an inspection, VIN assignment, title and registration:

- Manufacturer’s Certificate of Origin or a bill of sale for the golf cart form HSMV 84490 (Statement of Builder) completed by customer and compliance examiner/inspector;
- Form HSMV 86064 (Affidavit for Golf Cart Modified to a Low Speed Vehicle);
- Original bill(s) of sale or receipt(s) for all parts used to convert the golf cart;
- Certified weight slip for the converted golf cart.
- Form HSMSV 82040 (Application for Title);
- Proof of Florida insurance (minimum \$10,000 PDL and \$10,000 PIP);
- Sales tax or sales tax exemption information for all parts;
- Identification - driver license, ID card or passport; and
- Applicable fees, *flhsmv.gov/fees*
 - Inspection fee
 - Title fee
 - Plate fee
 - Initial registration fee, if applicable
 - Registration fee (varies by weight of vehicle)

All-Terrain Vehicles

Florida law, states that **all-terrain vehicles (ATV) may only be operated on unpaved roadways where the posted speed limit is less than 35 MPH and only during daylight hours.** Anyone under the age of 16 operating an ATV on public land must be under the supervision of an adult and must have proof of completion of a Department of Agriculture and Consumer Services (DACS) approved safety course. ATV operators and riders under the age of 16 must wear a USDOT approved safety helmet and eye protection. **ATVs are titled, but not registered,** and are not required to be insured with PIP and PDL coverage. (Sections 261.20, 316.2074 and 316.2123, Florida Statutes)

Note: The proposed Ordinance No. 2023-06 replaces Section 42-4 MDCO with new Section 42-205 as an exemption for the registration program for the Country Club of Mount Dora. No registration of golf cart is required for the Country Club of Mount Dora.

EXISTING GOLF CART ORDINANCE

Sec. 42-4. Golf cart usage on certain streets.

(a) The following streets are hereby designated for use by golf carts:

- (1) Andover Court;
- (2) Arcadian Court;
- (3) Brightmoor Court;
- (4) Chase Court;
- (5) Citrus Court;
- (6) Country Club Boulevard;
- (7) Covey Circle;
- (8) Edgewater Drive;
- (9) Falconbridge Place;
- (10) Friars Court;
- (11) Greenbriar Trail;
- (12) Heathland Court;
- (13) Hunters Green Court;
- (14) Laurel Ridge Drive;
- (15) Oakcrest Circle;
- (16) Park Forest Boulevard;
- (17) Pine Hollow Drive;
- (18) St. Andrew Way;
- (19) St. Ives Court;
- (20) St. James Way;
- (21) Shadowood Circle;
- (22) Spring Creek Court;
- (23) Stafford Spring Boulevard; and
- (24) Wyngate Court.

-
- (b) Any golf cart utilizing the above streets during the hours between sunrise and sunset must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear. Any golf cart utilizing the above streets during the hours between sunset and sunrise must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, red reflectorized warning devices in both the front and rear, head lights, tail lights, brake lights, turn signals, and a windshield.

Legend

E MCDONALD AVE

City Limits

<all other values>

SpeedLimit

5

10

15

20

25

30

35

ATTACHMENT #5

City Street Speed Limits

Legend

- City Limits
- <all other values>

SpeedLimit

- 5
- 10
- 15
- 20
- 25
- 30
- 35

Map Details:

- Scale:** 1 inch = 2,578 feet
- North Arrow:** N
- Major Roads:** SR 44, SR 46, SR 453, US HWY 441, E ORANGE AVE, WESLEY RD, MAYWOOD ST, BRYANT ST, S BAY ST, N HWY 19A, EASTLAND RD, WASHINGTON RD, JANEYS RD, LAKESHORE DR, BAY RD, N SUNSET DR, VINCENT DR, BOLT DR, WASHINGTON RD, PARKWAY, HURON, LAKEVIEW, SHILOH, ROBIE AV, FORD RD, QUEEN AVE, BELLEVUE, ROUND LAKE RD, CORONADO SOMERSET DR, SWAN RD, COPPERHEAD RD, SR 453.
- Neighboring Areas:** Lake County, Orange County.
- City of Mount Dora Logo:** CITY OF MOUNT DORA, Page 166 of 289.

June 6, 2023 City Council Regular Session Agenda Packet

Map Date: 1/25/2023

Golf Cart Street Usage Map



Legend

Golf Carts Not Allowed

City Streets

Exemption - Registration Not Required

City Limits

Map Date: 5/18/2023

Allowed
All City Streets

Not Allowed
All County Roadways
All State Highways
Streets not located within city limits

Segment / Notes
SR 44
SR 46
CR 19A
5th Avenue
Old Highway 44
Old Eastis Road
Eudora Road
Highland Avenue
1st Avenue
Round Lake Road
Limit Avenue

From Highland Avenue to Old Hwy 441
From 5th Avenue to Orange County Line
From US Hwy 441 to Highland Avenue

From US Hwy. 441 to Limit Avenue

Special Provisions
Country Club Mount Dora
City Private Streets or Gated Communities
Registration Not Required
Registration Not Required
(Examples: Lakes of Mount Dora, Loch Leven, Dog Park, etc)

Wolf Branch Rd
Golf Carts Crossing Intersections at US Hwy. 441 are NOT Allowed

Listing Date: May 17, 2023



CITY OF
MOUNT
DORA

Page 167 of 289

June 6, 2023 City Council Regular Session Agenda Packet

GOLF CARTS STREET USAGE**Allowed**

All City Streets

Not Allowed

All County Roadways

All State Highways

Streets not located within City Limits

US Highway 441

SR 44

SR 46

CR 19A

5th Avenue

Old Highway 441

Old Eustis Road

Eudora Road

Highland Avenue

1st Avnue

Round Lake Road

Limit Avenue

Wolf Branch Road

Donnelley Street

Robie Avenue

Britt Road

Segment / Notes

From Highland Avenue to Old Hwy 441

From 5th Avenue to Orange County Line

From US Hwy 441 to Highland Avenue

From US Hwy. 441 to Limit Avenue

Special Provisions

Country Club Mount Dora

Registration Not Required

Registration Not Required

City Private Streets or Gated Communities

(Examples: Lakes of Mount Dora, Loch Leven, Dora Parc, etc)

Golf Cart Crossing Intersection at Country Roadways are allowed.

Golf Carts Crossing Intersections at US Hwy. 441 are NOT Allowed

Listing Date: May 17, 2023

GOLF CARTS

Product/Service Information

Golf Carts are defined as a motor vehicle that is designed and manufactured for operation in a golf course for sporting or recreation purposes and is not capable of exceeding speeds of **20 miles per hour**. A golf cart may be operated on a City Right-of-Way with **posted speed limits of no more than 30 mph**. Golf Carts **must be registered** with the City.

LOW SPEED VEHICLES

A low-speed vehicle (LSV) is any four-wheeled vehicle with a top speed **greater than 20 mph but not greater than 25 mph**, including but not limited to neighborhood electric vehicles and must comply with the requirements of F.S. Sec. 316.2122. A LSV may be operated on a City Right-of-Way with a **posted speed limit no more than 35 mph**. LSVs do not require registration with the City.

AGE RESTRICTIONS

Any operator of a golf cart must be at least 16 years of age and have a valid driver's license.

REGISTRATION REQUIRED

Golf Carts must be registered annually with the City of Mount Dora Police Department. Registration and annual renewal fee required.

REGISTRATION PACKET

Product/Service Information

Registration packets can be picked up at the City of Mount Dora Police Department or accessed online by visiting the Police Department website.

INSURANCE REQUIRED

Golf Carts being operated in the City's Right-of-Way must be covered under a valid insurance policy including coverage for personal injury and property damage, with minimum amounts of \$10,000 per occurrence, \$10,000 in the aggregate.

NOTICE TO ALL DRIVERS

Drive with caution and care. Don't text and drive. Be mindful of pedestrians. Golf Carts and LSVs are not permitted on sidewalks or walking trails.

Questions? Contact

City of Mount Dora
Police Department

352.735.7130



City of Mount Dora
Police Department
1300 N Donnelly Street
Mount Dora, FL 32757



GOLF CARTS

VEHICLE REGISTRATION & INFORMATION



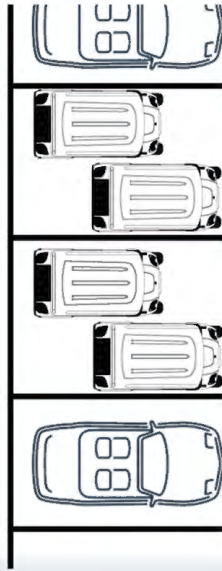
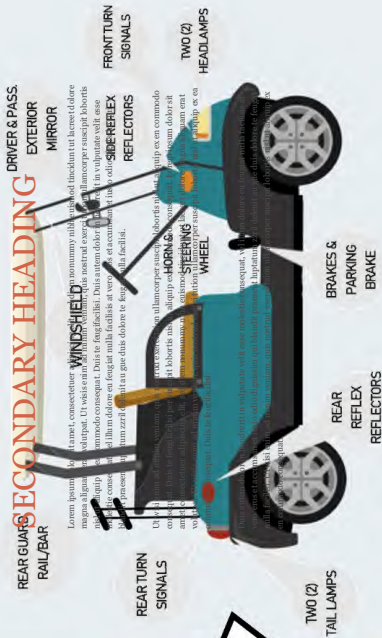
Your Organization
Your Business Tag line here.

VEHICLE REGISTRATION & INSPECTION

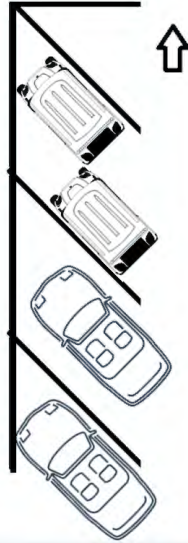
An annual inspection is required upon registration. The inspection includes verification that the golf cart satisfies the City's safety requirements by having:

- ⇒ Windshield
- ⇒ Driver's side exterior mirror
- ⇒ **Interior** rear view mirror or a **Heading**'s side exterior mirror
- ⇒ Two headlamps
- ⇒ Two tail lamps
- ⇒ Brakes and parking brake
- ⇒ Front and rear turn signals
- ⇒ Reliable steering apparatus
- ⇒ Rear and Side reflex reflectors
- ⇒ Horn
- ⇒ Rear facing seats must include safety grab bars/rails

Your Organization
Your Business Day Use Here



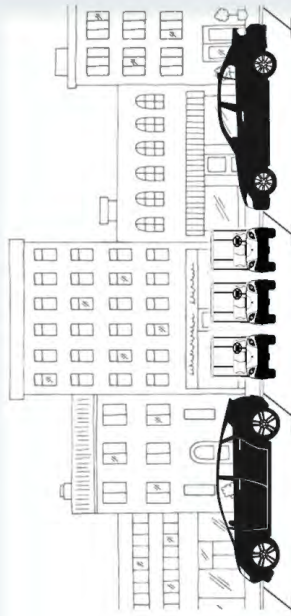
Parking can also be maximized for golf carts in standard 90-degree parking stalls and in angled parking lots. When parking downtown, be considerate of other drivers to allow space for an additional golf cart within the space.



Caption describing picture or graphic

A NOTE ABOUT PARKING

SECONDARY HEADING Vehicles may park in any public parking spot. Golf carts and tsys may not be parked on sidewalks or loading areas. Be courteous to fellow drivers and park in a manner as to allow multiple golf carts in a vehicular parking space.



Street parking allows for small golf carts the ability to maximize parking capacity by pulling into parallel spots at 90-degrees.



ORDINANCE NO. 2023-06

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE CITY OF MOUNT DORA CODE OF ORDINANCES CHAPTER 42 TRAFFIC AND VEHICLES AND THE USE OF GOLF CARTS IN THE CITY OF MOUNT DORA; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR REPEAL OF CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE I, IN GENERAL, SECTION 42-4, GOLF CART USAGE ON CERTAIN STREETS; ESTABLISHING CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 42, ARTICLE V, GOLF CARTS AND LOW SPEED VEHICLES; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Constitution, Article VIII, Section 2(b), and Florida Statutes, Section 166.021(1), establish the home rule powers of Florida municipalities and enable municipalities to conduct municipal government, perform municipal functions, render municipal services, and exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, this Ordinance implements and is enacted under such home rule powers vested in the City of Mount Dora by the Florida Constitution and the Florida Statutes; and

WHEREAS, Florida Statutes, Section 316.2122, allows a municipality to prohibit the operation of low-speed vehicles, on any roadway in its jurisdiction, in the interest of safety; and

WHEREAS, the City hereby finds that low-speed vehicles may safely travel on or across certain roadways within the jurisdiction of the City where the speed, volume, and character of the motor vehicle traffic is suitable for such low speed vehicle use; and

WHEREAS, pursuant to Florida Statutes, Section 316.212(1) the City has determined that golf carts may likewise safely travel on or across certain City roadways where the speed, volume, and character of motor vehicle traffic is suitable for such golf cart use; and

WHEREAS, Florida Statutes, Section 316.212(8), authorizes municipalities to enact restrictions and regulations regarding golf cart operations that are more restrictive than those contained in the Florida Statutes; and

WHEREAS, the City hereby finds that golf carts are a valid form of transportation, commonly used as a mode of mobility from place-to-place, are utilized for utility purposes and are an environmentally friendly mode of transportation; and

WHEREAS, the City further finds that the City of Mount Dora is a community that is well suited for and will benefit by the appropriate use of golf carts within certain roadways of the City; and

WHEREAS, it is the intent of the City to provide for the orderly operation of golf carts on designated municipal streets and roads and to set standards for the operation and registration of such golf carts; and

WHEREAS, the City has determined that adopting more restrictive golf cart regulations, than those set forth in Florida Statutes, Section 316.212, is necessary and appropriate in order to protect and promote the health, safety, and welfare of the citizens of the City of Mount.

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

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The 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. REPEALING CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE I, IN GENERAL, SECTION 42-4, GOLF CART USAGE ON CERTAIN STREETS. City of Mount Dora Code of Ordinances, Chapter 42, Traffic and Vehicles, Article I, In General, Section 42-4, Golf Cart Usage on Certain Streets, is hereby repealed in its entirety and shall have no further force or effect upon adoption of this Ordinance.

SECTION 2. ESTABLISHING CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE V, GOLF CARTS AND LOW SPEED VEHICLES. City of Mount Dora Code Ordinances, Chapter 42, Traffic and Vehicles, Article V, Golf Carts and Low Speed Vehicles is hereby established as follows:

ARTICLE V. GOLF CARTS AND LOW SPEED VEHICLES

Section 42.200. - 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:

City Right of Way shall mean the paved area of an improved street, road, or designated golf cart trail, as applicable, located within the jurisdiction of the City of Mount Dora.

Golf Cart Golf Cart shall mean a motor vehicle for personal, non-commercial use that is designed and manufactured for operation on a golf course for sporting or recreation purposes and that is not capable of exceeding speeds of 20 miles per hour.

Low Speed Vehicle (LSV) shall mean any four-wheeled vehicle with a top speed greater than 20 miles per hour but not greater than 25 miles per hour, including but not limited to neighborhood electric vehicles and must comply with the requirements of Florida Statutes, Section 316.2122.

Operator shall mean the person operating a Golf Cart, in accordance with the age restrictions set forth herein, or LSV on a City Right of Way.

Section 42-201. - Authorized Use of City Right of Way by LSV and Golf Carts.

A. The operation of a LSV on a Designated City Right of Way shall be in accordance with Florida law, specifically Florida Statutes, Section 316.2122, including but not limited to proper registration, insurance and equipment. A properly registered LSV may be operated on a City Right of Way with a posted speed limit of no more than thirty-five (35) miles per hour, twenty-four hours a day, every day of the year, unless the City Right of Way is closed for a special event or other City purpose.

B. The operation of a Golf Cart on a City Right of Way shall be in accordance with Florida Statutes, Section 316.212, and as further restricted by this Article.

C. The following additional restrictions shall apply to the operation of a Golf Cart on a City Right of Way:

1. Golf Carts must be properly equipped as set forth herein and registered with the City of Mount Dora through the registration process created by the City in its sole discretion.

2. A properly registered Golf Cart may only be operated on a City Right of Way with posted speed limits of no more than thirty (30) miles per hour, unless City Right of Way is otherwise posted as "NO GOLF CARTS ALLOWED".

3. A properly registered Golf Cart may be operated by a on a City Right of Way twenty-four hours a day, every day of the year, unless the City Right of Way is closed for a special event or other City purpose.

D. Under no circumstances does this Article grant permission to operate a LSV or properly registered Golf Cart on a County, State, or Federal roadway or in a manner which is inconsistent with the laws, rules or regulations required thereby.

E. All off-highway vehicles as defined by Florida Statutes, Section 317.0003, including but not limited to ATV, OHM, and ROV are prohibited from traveling on a City Right of Way, regardless of the permissions granted to Golf Carts and LSVs as set forth herein.

Section 42-202. - Golf Cart Equipment Regulations.

A. For safety purposes, in order to register a Golf Cart in the City of Mount Dora and operate the same on a City Right of Way, the Golf Cart must be appropriately equipped with the following properly functioning items that are in usable and operable condition at all times:

1. A clear windshield mounted at the front of the vehicle so as to reasonably protect the face of the Golf Cart Operator from wind and debris while the Golf Cart is underway. Such windshield must be in good repair, free of cracks, and not be covered, marred, stained, or painted over so as to obstruct the Operator's field of vision when operating the Golf Cart.
2. Driver's side exterior mirror.
3. Either an interior rearview mirror or a passenger's side exterior mirror.
4. Two headlamps mounted on the front of the Golf Cart and facing forward, which show a white light. An object, material, or covering that alters the headlamp's light color may not be placed, displayed, installed, affixed, or applied over a headlamp. Light bars are prohibited.
5. Two tail lamps mounted on the rear of the Golf Cart facing rearward, which must emit a red light plainly visible from a distance of 1,000 feet to the rear of the Golf Cart. Such tail lamps must be enabled to additionally function as brake lamps so that they automatically emit a distinctively brighter red light when the brakes of the Golf Cart are applied.
6. Brakes and parking brake.
7. Front and rear turn signals. When signaling, front turn signals must emit a flashing amber light while rear facing turn signals must emit a flashing light that is either amber or red in color.
8. A reliable steering apparatus.
9. Rear and side reflex reflectors.
10. A horn installed into the golf cart so as to be easily operated by the Operator of the Golf Cart and that is plainly audible when activated.
11. Rear facing seats must include safety grab bars/rails.
12. Golf Carts may be equipped with a trailer, the dimensions of which may not exceed 40" wide and 60" long. The total weight of the material or other items hauled in the trailer may not exceed the weight limit specified by the manufacturer of the trailer or the manufacturer's towing capacity for the Golf Cart to which the trailer is attached. Golf

Carts equipped with trailers must be equipped with a properly installed trailer hitch or hitch pin accessibly that is appropriate to the linkage used by the attached trailer. Golf Cart trailers may not be used to transport or otherwise carry (i) passengers or (ii) vehicles such as boats, ATVs, and other motorized vehicles, including additional Golf Carts. Trailers not otherwise designed to be towed by a Golf Cart are not permitted.

13. In public areas, Golf Carts must be parked on improved parking surfaces, specifically designated for vehicle parking, and shall not be parked on other surfaces which have not been designated as parking areas.

B. The number of occupants in any golf cart operated pursuant to this Article is restricted to the number of seats on the Golf Cart. For the purposes of this provision, both pets and persons qualify as “occupants,” and a standard Golf Cart bench seat is deemed to allow seating for two occupants.

C. The Operator of the Golf Cart shall be responsible for ensuring that no occupants of a Golf Cart are standing at any time while the Golf Cart is in motion.

Section 42-203. - Age Restrictions and Insurance.

A. Any Operator of a Golf Carts on a City Right of Way must meet the following requirements:

1. Must be at least 16 years of age and have a valid driver’s license.

2. Operators with a learner’s permit may only drive a Golf Cart on a City Right of Way if accompanied by a passenger of at least 21 years of age who also possesses a valid driver’s license.

B. Golf Carts being operated on a City Right of Way must be covered under a valid insurance policy including coverage for personal injury and property damage, with minimum amounts of \$10,000 per occurrence, \$10,000 in the aggregate. Proof of valid insurance coverage must be in the Golf Cart at the time of operation on a City Right of Way.

Section 42-204. - Registration Required; Rejection.

A. Prior to being operated on a City Right of Way, a Golf Cart must be registered with the City as set forth herein.

B. Golf carts must be registered annually with the City of Mount Dora through an application process as determined by the City in its sole discretion. The initial registration fee shall be \$25.00, with an annual renewal fee of \$10.00. Annual fees may be changed from time to time by the City in its sole discretion through the adoption of a Resolution.

C. Upon approval, the Golf Cart owner will receive an annual registration sticker from the City which shall be affixed to the windshield on the driver’s side, lower corner, and face outward.

While the registration is issued to the Golf Cart owner, the registration sticker is personal to a specific Golf Cart and is not transferrable.

D. The City reserves the right to reject or not renew a Golf Cart registration application if the application is incomplete, all of the minimum requirements have not been met and/or if the applicant has been found in violation of this Article on two (2) or more occasions within a twelve month period.

E. The City Manager may revoke an owner's Golf Cart registration(s) by written revocation letter, as set forth herein, at any time for the following reasons:

1. Operating or allowing a Golf Cart to be operated in a reckless manner or in such a manner so as to cause injury to pedestrians, other Golf Cart operators, or bicyclists;
2. Operating or allowing a Golf Cart to be operated in such a manner so as to result in damage to public or private property;
3. Operating or allowing a Golf Cart to be operated with general disregard of the regulations of the Article, resulting in two (2) or more moving violations in accordance herewith within a single twelve (12) month period; or
4. Providing false information to the City on a registration application.

F. The City Manager shall issue a revocation letter to the registered owner of a Golf Cart, setting forth the specific reasons for revocation. The revocation letter shall be sent to the registered owner of the Golf Cart, by certified mail, return receipt requested. The registered Golf Cart owner may appeal the revocation within five (5) days of receipt of the revocation letter by submitting 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 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.

G. If the registered Golf Cart owner fails to timely file an appeal or the City Council upholds the revocation, the revocation shall be valid for a period of one (1) year. Upon expiration of the one-year period, the individual may re-apply for a Golf Cart registration with the City.

Section 42-205. – Exemptions.

A. Operation of a Golf Cart on a the following City Rights of Way are exempt from the other provisions of this Article; however, such operation is subject to the requirements of this Section and any violations shall be classified as *Other Violations of this Article* as set forth in Section 42-206.B:

1. Andover Court;
2. Arcadian Court;
3. Brightmoor Court;
4. Chase Court;

5. Citrus Court
6. Country Club Boulevard;
7. Covey Circle;
8. Edgewater Drive;
9. Falconbridge Place;
10. Friars Court;
11. Greenbriar Trail;
12. Heathland Court;
13. Hunters Green Court;
14. Laurel Ridge Drive;
15. Oakcrest Circle;
16. Park Forest Boulevard;
17. Pine Hollow Drive;
18. St. Andrews Way;
19. St. Ives Court;
20. St. James Way;
21. Shadowood Circle;
22. Spring Creek Court;
23. Stafford Spring Boulevard; and
24. Wyngate Court

B. Any Golf Cart being operated on the above City Rights of Way must be operated by a person who is at least 16 years of age and has a valid driver's license. If operated during the hours between sunrise and sunset, the Golf Cart must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear. If operated during the hours between sunset and sunrise, the Golf Cart must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, red reflectorized warning devices in both the front and rear, head lights, tail lights, brake lights, turn signals, and a windshield.

Section 42-206. – Penalties and Enforcement.

A. *Registration violation.* Operation of a Golf Cart on a City Right of Way without a registration or with an expired registration will subject the Operator to a separate fine for each such violation. The initial penalty amount for a registration violation shall be \$100.00 for each occurrence. The City may adjust this fine amount from time to time through the adoption of a Resolution.

B. *Other Violations of this Article.* Operation of a Golf Cart or LSV in violation of this Article will subject the Operator to a separate fine for each such violation. The initial penalty amount for any other violation of this Article not otherwise specified shall be \$25.00 for each occurrence. The City may adjust this fine amount from time to time through the adoption of a Resolution.

C. *Moving violation.* A Golf Cart and/or LSV must be operated on a City Right of Way in accordance with all applicable traffic laws as promulgated by the State of Florida and may receive a citation for traffic violations in the same manner as an operator of a motor vehicle. The use of a

Golf Cart or LSV resulting in violations of the Florida "Uniform Traffic Control" statute and the Florida "Uniform Disposition of Traffic Infractions Act" are enforceable as provided in Florida Statutes, Chapters 316 and 318, and the penalties set forth therein. All other City ordinances pertaining to the use of motor vehicles are also applicable to the operation of Golf Carts and LSV to the extent that such may be applied.

D. An officer who has probable cause to believe that a person has committed an act in violation of this Article or Florida Statutes, Chapter 316 or 318, may issue a municipal citation therefor.

E. A municipal citation issued shall include the following information:

1. Name of Operator, address, date of birth;
2. Date, time, and location of issuance;
3. Golf Cart description;
4. Violation charged;
5. Amount of fine;
6. Department case number;
7. Issuing officer's signature;
8. Name and address of issuing agency;
9. Number of days allowed to pay the penalty;
10. Instructions for contesting the penalty; and
11. Instructions for paying the penalty.

F. Any person issued a municipal citation pursuant to this Article may, within ten (10) days of issuance of a citation:

1. pay the penalty;
2. contest the citation for a registration violation or other violation of this Article to the City Magistrate by providing written notice to the City Clerk;
3. contest the citation for a moving violation in County Court.

Payments postmarked and mailed within the ten-day period shall be considered timely.

G. Any person electing to contest the penalty shall be deemed to have waived the penalty limitation specified on the citation. The County Court or Magistrate, as applicable, after hearing shall make a determination as to whether a violation has been committed. If the commission of a violation has been proven, the County Court or Magistrate, as applicable, may impose a penalty not to exceed \$500.00.

H. If a person fails to pay the fine or elect to contest the penalty, either by mail or in person within the ten (10) day period set forth herein, shall be deemed to have waived the penalty limitation specified on the citation and the right to contest the citation.

1. If the citation was for a registration violation or other violation of this Article, the matter shall be placed on the docket of the City Magistrate for further proceedings and the

hearing date shall be provided to the person who received the citation by certified mail, return receipt requested. The Magistrate may impose a penalty not to exceed \$500.00.

2. If the citation was for a moving violation, the matter shall be forwarded to the Clerk of Court for placement on the County Court docket for further proceedings. The County Court may impose a penalty not to exceed \$500.00.

Section 42-207. – Alternate Enforcement and Collections.

A. The City may enforce the provisions of this Article in any manner authorized in accordance with applicable law and may seek any legal remedy as may be authorized by applicable law.

B. The City Manager is hereby authorized to pursue collection activities related to any fines imposed against violators of this Article in such manner, and using such processes, as may be in the best interests of the City and may authorize collection agencies and/or the City Attorney to pursue collections in a manner consistent with applicable law.

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, as set forth in Sections 2 and 3 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 City of Mount Dora Code of Ordinances, Chapter 42, Traffic and Vehicles, as well as any and all other applicable matters set forth herein, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. 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 7. 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 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING: June 6, 2023

SECOND READING: _____ 2023

PASSED AND ADOPTED this __ day of __, 2023.

**CRISSY STILE
MAYOR**

ATTEST:

Jeanann Hand, 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: June 6, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of First Reading of **Ordinance No. 2023-10**, Amendment to Section 3.5 of the Land Development Code for model homes

Introduction:

This is a request for City Council to approve the first reading of Ordinance No. 2023-10 and hold hearing for 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:

As directed by City Council at the May 2, 2022 meeting, attached is an amendment to the Land Development Code pertaining the approval of model homes. Home builders typically construct model homes as the subdivision improvements are nearing completion and prior to the final plat being recorded. This allows the homebuilder to market the different house types within community. Once the subdivision improvements are completed and the final plat is recorded, the homebuilder can proceed with applying for building permits for dwelling units on each lot.

In order for the City to issue a model home permit the following site items are required follows the National and Florida Fire Protection Codes (summary in general):

1. Accessible roadways with unobstructed width of not less than 20 feet;
2. Fire prevention access;
3. Street constructed minimum 32 tons for fire apparatus;
4. Street completed with turnaround for fire apparatus; and
5. Water mains and hydrants

As requested by City Council, the amendment will require an application for a model home to be submitted to the Planning and Development Department. Staff would review the model home application for sufficiency and verify whether or not there are any outstanding code compliance cases within the City. Staff will forward the application to City Council for approval to issue a building permit.

The sequence of events leading to the presentation to City Council are as follows: The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on May 17, 2023, recommended approval of the Amendment to the LDC for Model Homes as contained in the draft ordinance with a minor change of the word in subsection 3.4.14(4.d) to read as follows: *"No Model Home shall be used for living purposes, either temporarily or permanently, until after the Model Home use has ended ~~or~~ and at such time the plat has been recorded, when required."*

Budget Impact:

Codification by the Municipal Code Corporation and legal notices for Land Development Code Amendment costs are estimated at \$1,500.

Strategic Impact:

GOAL 1: Economic Development

Recommendation:

City Council to approve First Reading of Ordinance No. 2023-10 and hold a hearing for second reading and adoption.

Attachment(s):

1. Ord 2023-10 LDC Amendment Model Homes.SGS

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen, City Attorney

Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 5/24/2023

Approved - 5/28/2023

Final Approval - 5/30/2023

ORDINANCE NO: 2023-10

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO REVISIONS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE RELATED TO TEMPORARY SALES OFFICES AND MODEL HOMES IN NEW DEVELOPMENTS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE, CHAPTER III, ZONING REGULATIONS, SECTION 3.5, SUPPLEMENTAL REGULATIONS; 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, the City finds that the amendments to its Land Development Code, as set forth herein, are consistent with all applicable policies of the City of Mount Dora Comprehensive Plan; and

WHEREAS, the City has determined that the amendments to its Land Development Code, as set forth herein, 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 III, ZONING REGULATIONS, SECTION 3.5, SUPPLEMENTAL REGULATIONS. The City of Mount Dora Land Development Code, Chapter III, Zoning Regulations, Section 3.5, Supplemental Regulations 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.

Section 3.5. - Supplemental regulations.

3.5.14. *Temporary sales offices and model homes in new developments.* Temporary sales offices and model homes may be placed in new developments, subject to the following conditions:

1. The structure must comply with applicable construction codes, meet the minimum setback requirements of the zoning district and parking areas must be landscaped in accordance with the landscaping regulations.
2. The sales office may not be utilized to conduct sales of any product or service other than lots and/or dwellings within the specific development.
3. Approval for one (1) sales office per plat may be granted for a period not to exceed one year or until 99 percent of the lots in the development are sold, whichever comes first. Renewals may be approved until 99 percent of the lots in the development are sold.
4. Mulch or paved parking may be permitted on the same lot the sales office is located on or on a lot contiguous thereto. The parking lot shall be removed at the same time the sales office is removed. All parking requirements set forth in the City's Land Development Code shall apply.
- ~~4. New model homes subject to building permit requirements with maximum six units prior to final platting when required. Additional units may be granted by the Development Review Committee. Model homes must include foundation survey and final survey. Once the development plat has been recorded, the model homes limitations no longer apply.~~
4. New Model Home requirements:
 - a. The construction of Model Homes may be permitted prior to final platting, when required, provided that no more than one model of each significantly unique dwelling is constructed in each subdivision or phase of a subdivision.
 - b. An application for the construction of Model Homes shall be submitted to the City Planning and Development Department, in a form approved by the City, with Model Home examples provided locations of Model Homes within the development specified, and any other information deemed necessary and appropriate by the City, along with the applicable fees. Approval of the application shall be in the sole and exclusive discretion of the City Council on a case-by-case basis. Upon approval of a Model Home application, a City Building Permits must be obtained before construction of the same can occur.
 - c. For purposes of this section Model Home means a single residential, duplex, townhome or condominium structure built to code for eventual residential use, not occupied as a dwelling unit, but open to the public for inspection, and used solely for demonstration and selling of residential dwellings being constructed in the same subdivision.
 - d. No Model Home shall be used for living purposes, either temporarily or permanently, until after the Model Home use has ended and at such time the plat has been recorded, when required.

- e. Model Homes shall be used for the sole purpose of public inspection and marketing. No other commercial or residential activities shall be permitted.
- f. The construction/final plans for the subdivision must be approved prior to the submission of a Model Home permit application.

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 Sections 3 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 Code.

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 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.

PASSED AND ADOPTED this ___ day of _____, 2023.

FIRST READING: _____ 2023

SECOND READING: _____ 2023

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand
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: June 6, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of **Resolution No. 2023-19**, Adoption of Public Art Master Plan

Introduction:

This is a request for City Council to adopt the Public Art Master Plan.

Discussion:

While gathering information for the City's Parks and Recreation Master Plan adopted in 2019, community feedback indicated Mount Dora residents and stakeholders consider public art a crucial part of Mount Dora's identity. Upon its completion, the Parks and Recreation Master Plan included among its recommendations the creation of a Public Art Master Plan.

A Public Art Master Plan provides a strategic approach for public art, helping to prioritize projects and ensure that diverse public art is equally present in all areas and communities throughout the city.

The Public Arts Commission spent several months conducting research, reviewing Master Plans of other cities, and discussing options. They found that a well-written Public Art Plan enables more efficient use of developer-sourced funds, and establishes credibility for stronger applications for grant awards. At the August 27, 2020 meeting of the Public Arts Commission, commissioners agreed to seek a consultant to help build a Public Art Master Plan for the City of Mount Dora.

On February 9, 2021, the City issued RFQ #21-LS-005, soliciting firms to create its Public Art Master Plan. The Evaluation Committee met on March 17, 2021 to score the two proposals received under this RFQ. The discussion was detailed and the scoring was consistent with the final ranking indicating Designing Local as the firm with which the City would enter into negotiations.

The committee's evaluation was supported by City Council on April 20, 2021, at which time

Council approved Resolution No. 2021-41, Notice of Intent to Award with Scores - Proposal Evaluation and Recommendation for RFQ No. 21-LS-005 Public Art Master Plan.

At their August 23, 2022 meeting, the Mount Dora Public Arts Commission approved the Public Art Master Plan presented to them by Designing Local, Ltd. and recommended it for approval by City Council. The final document for the Public Art Master Plan is attached.

Budget Impact:

No budget impact is associated with this item.

Strategic Impact:

Economic Development

Recommendation:

Council adopt Resolution No. 2023-19, Adoption of Public Art Master Plan.

Attachment(s):

1. Mount Dora Public Art Master Plan Exhibit A

Prepared by: Jeanann Hand, City Clerk

Reviewed by: carsonc carsonc, Special Events Manager
Troy Shonk, Parks & Recreation Director
Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 5/12/2023

Approved - 5/18/2023

Approved - 5/22/2023

Approved - 5/26/2023

Approved - 5/28/2023

Final Approval - 5/30/2023

RESOLUTION NO. 2023-19

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE PUBLIC ART MASTER PLAN; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ADOPTION OF THE PLAN; PROVIDING AUTHORIZATION FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 20, 2021, the City of Mount Dora awarded RFQ #21-LS-005, to Designing Local, Ltd, for Public Arts Master Plan Services; and

WHEREAS, Designing Local, Ltd, has developed a Public Arts Master Plan based on the long-range vision of the City of Mount Dora Public Arts Commission and the City of Mount Dora; and

WHEREAS, the City of Mount Dora finds that the Public Arts Master Plan developed by Designing Local, Ltd, serves to create a diverse, vibrant and sustainable arts program for featured areas of the City and which will promote the City as a unique destination for both residents and visitors.

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 the Plan. The City of Mount Dora hereby adopts the Public Art Master Plan attached hereto as **Exhibit "A"**.

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the Public Art Master Plan, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature 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 June 2023.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

JEANANN HAND,
CITY CLERK

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

Sherry G. Sutphen
City Attorney

EXHIBIT “A”
Public Art Master Plan

BUTTERFLIES CAN'T SEE
THEIR WINGS, THEY CAN'T
SEE HOW BEAUTIFUL THEY
ARE. BUT OTHERS CAN.
PEOPLE ARE LIKE THAT
AS WELL.

MOUNT DORA PUBLIC ART PLAN

Acknowledgments

City Leadership:

Crissy Stile

Mayor of Mount Dora

Doug Bryant

Councilmember At-Large

John Cataldo

Councilmember, District 1

Cal Rolfson

Councilmember, District 2

Austin Guenther

Councilmember, District 3

Marc Crail

Vice-Mayor &
Councilmember, District 4

Nate Walker

Councilmember, District 5



Public Art Commission:

Thomas Decker

Chair

Harlow Middleton

Vice-chair

Kelly Burns

Commissioner

Susan Gorgan

Commissioner

Maryann McNamara

Commissioner

Keashawn "Kay" Volmer

Commissioner

John Wesner

Commissioner

Staff Steering Committee

Amy Jewell

Leisure Services Director

Chris Carson

Cultural Arts & Special Events
Manager

Jeanann Hand

Deputy City Clerk

Vershurn Ford

Public Information Officer

Misty Sommer

Economic Development Coordinator

Consultant Team:



Josh Lapp

Principal, Designing Local Ltd.

Amanda Golden

Managing Principal, Designing Local Ltd.

Matt Leasure

Principal, Designing Local Ltd.

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CHAPTER 1: Executive Summary

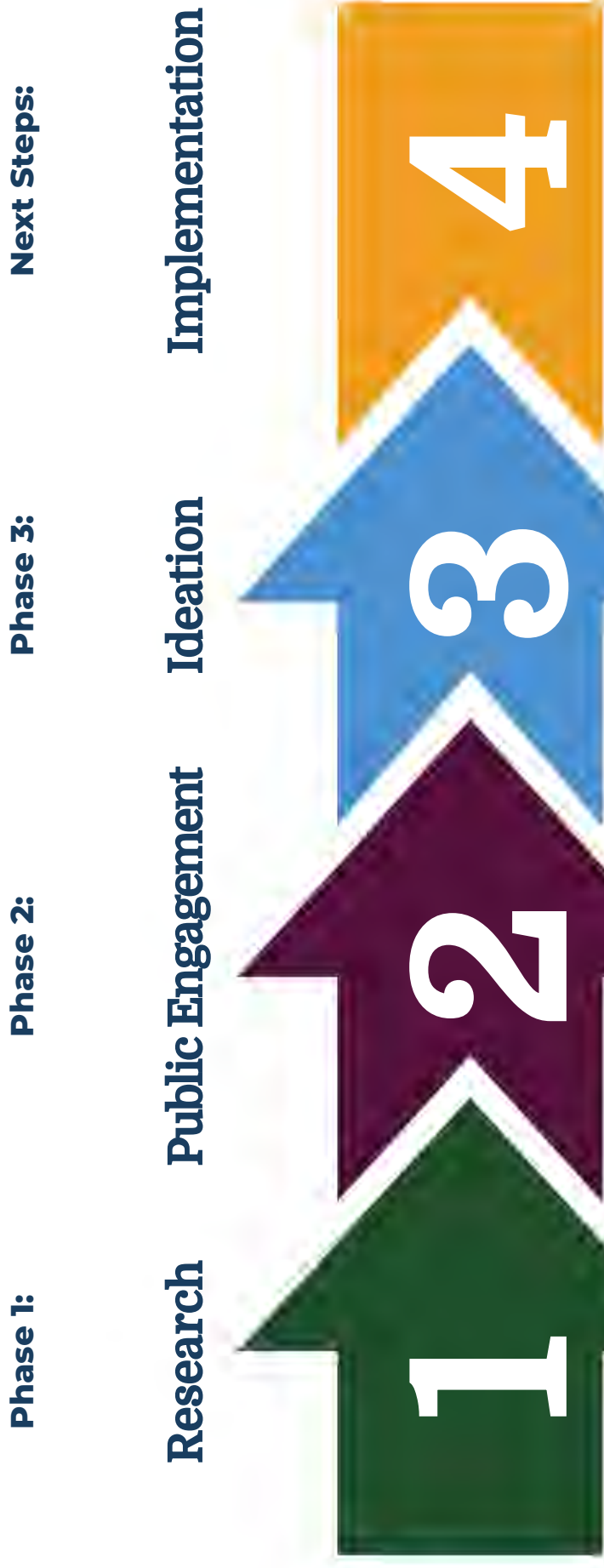
This chapter contains an overview of the process by which this plan was developed alongside the overarching mission and guiding principals of the program. The chapter is closed with the Community Character Framework which gives a window into the soul of Mount Dora.

1.1 Project Background

Mount Dora stands on its own as a unique historic and arts focused community in Central Florida. Tree-lined streets and quaint historic buildings conceal a deep love for the arts in the community that bursts into display during the special events that take place in the community, many of which are art focused.

The Mount Dora Public Art Plan lays the foundation for the future of public art in the city and prepares the city to expand its existing public art efforts to help ensure that the physical environment reflects the art focused culture of its residents and visitors. The public art investments in Mount Dora will be a tool to represent the past, present, and future of Mount Dora.

1.2 Project Process



1.3 Community Engagement

1.3.1 STAKEHOLDER ENGAGEMENT

The project kicked off with one-on-one discussions between the project team and community stakeholders including Public Art Commission. These discussions formed the basis of the project team’s understanding of the City and of efforts to revitalize Mount Dora.

1.3.2 SITE VISITS & COORDINATION

The project team conducted a tour of the community as well as follow up visits to collect information and ideas. The project team also coordinated with the staff steering committee bi-weekly.

1.3.3 SURVEY

A community survey was launched in order to help the project team understand the communities ideas and desires. There was a large response to the survey with over 100 responses from all corners of the community.

The results of the survey revealed that community members love the unique small town historic charm of Mount Dora. They want a vibrant future where public art celebrates the past, present, and future of the community.

1.3.4 SURVEY SNAPSHOT

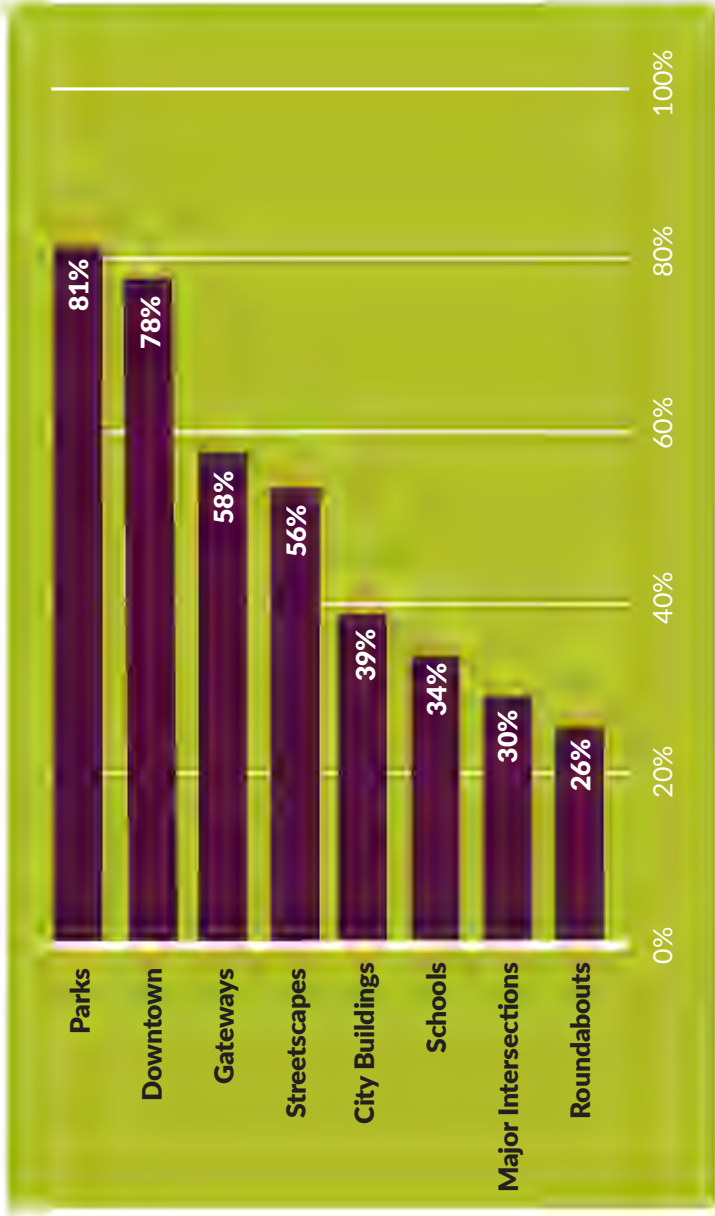
What makes Mount Dora unique

- Downtown
- Shops
- Lake
- Art
- Festivals
- Quaint

What activities would you like to see more of?

- Art Exhibitions - 65%
- Live Music - 65%
- Live Performance (Dance, Theatre, etc) - 51%
- Arts / Craft Festivals - 48%
- Literary Events - 33%
- Youth Based Arts Activities - 38%
- Festivals - 20%

Where would you like to see more public art in Mount Dora?



1.4 Mount Dora Public Art Vision Statement

In Mount Dora public art will help the physical environment come alive with the spirit of the community.



1.5 Guiding Principals

Guiding Principle 1: Tell our story

Public art can help tell the story of Mount Dora - from our triumphs to our failings and everything in between.

Guiding Principle 2: Embrace our architectural and natural beauty

Mount Dora has a strong build and natural environment and public art should work to enhance the strong foundation already in place.

Guiding Principle 3: Connect to our collective identity

Public art should cultivate a connection to the identity of our community for residents and visitors alike.

Guiding Principle 4: Strive for joy and whimsy

Creating opportunities for fun and playfulness in our community's built environment should be at the core of our public art.

Guiding Principle 5: Support our artists

Public art in Mount Dora should help to create opportunities for local artists.



Mount Dora Defined

The Community Character Framework includes five unique design inspiration sections that can be used by artists to gain insight when creating pieces for Mount Dora.

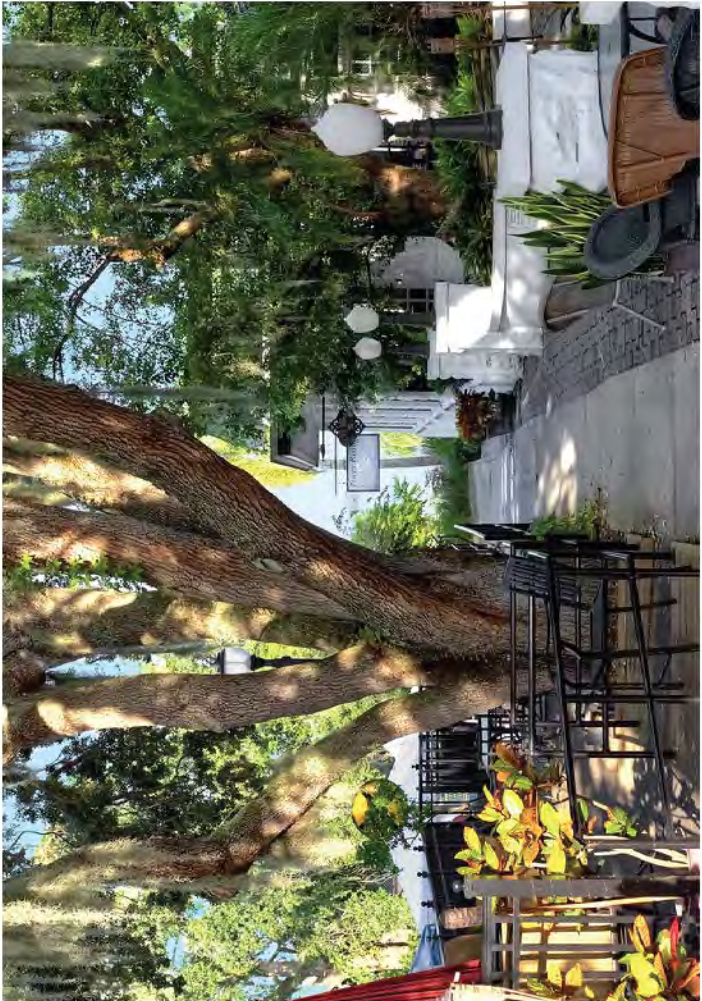




Celebration Destination

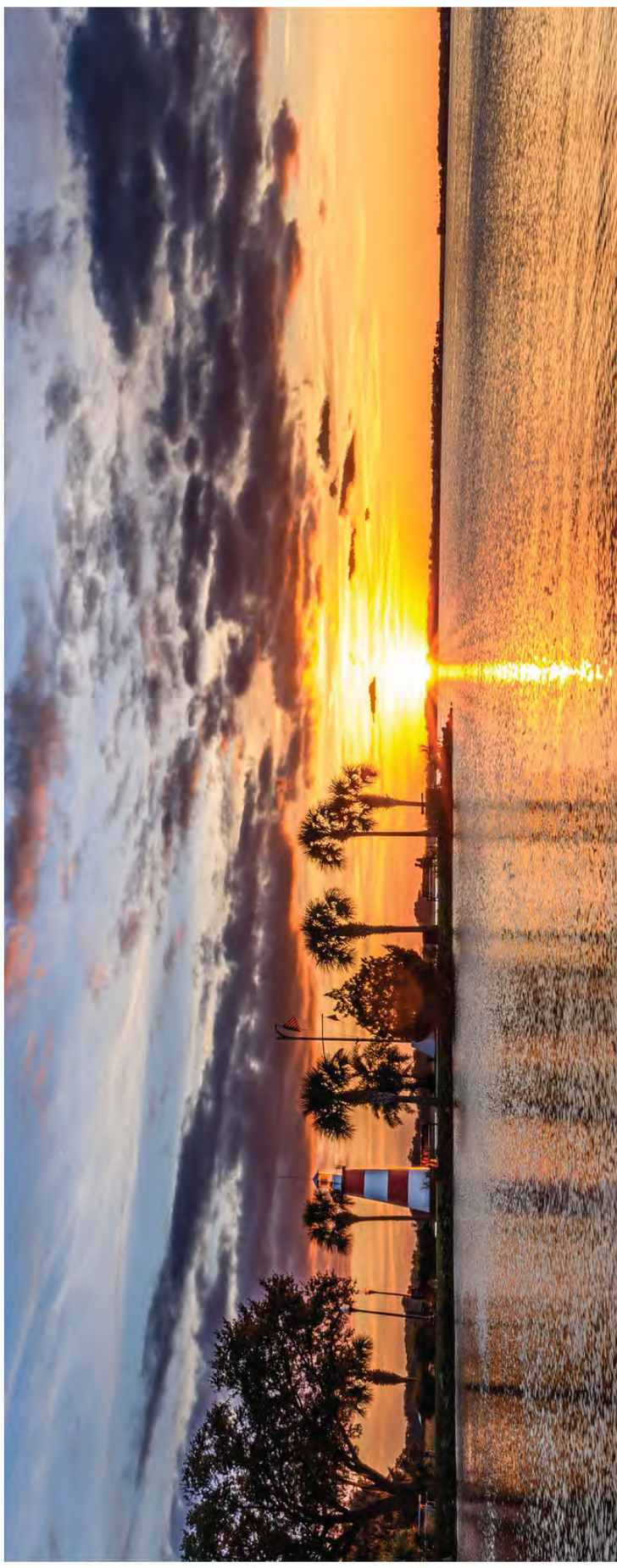
Mount Dora is someplace special where the good life and the good times are celebrated; where locals and visitors alike come together to enjoy vibrant events year round.

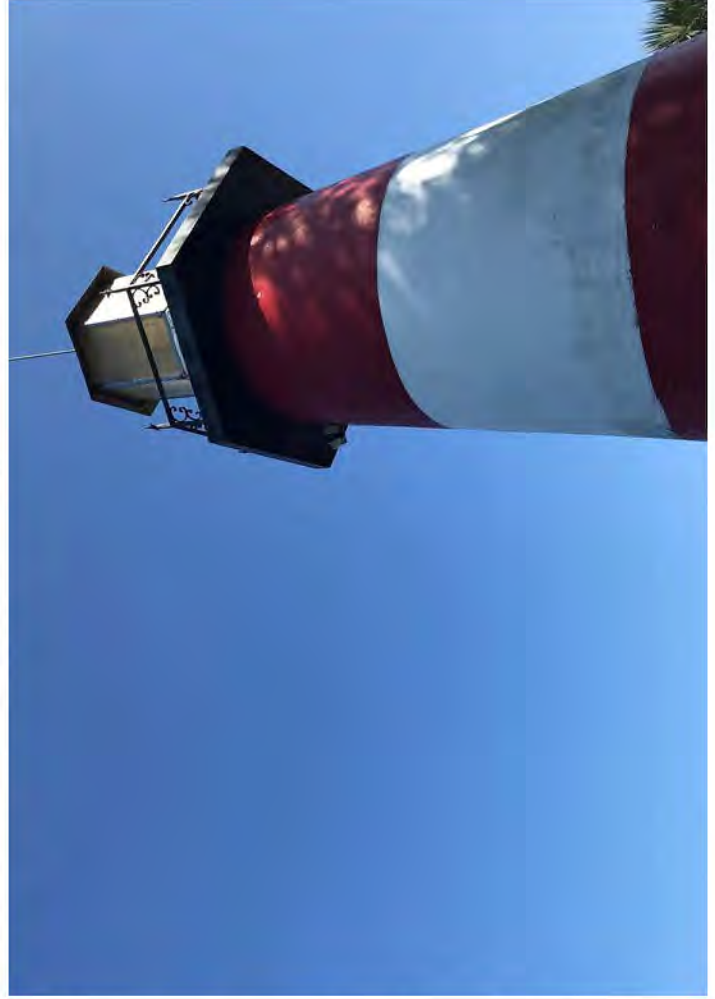




Lakeside Charm

Quaint charm exudes from the buildings and the people of Mount Dora.





Living History

A vibrant walkable paradise, Mount Dora lives within its historic environment and makes the past a part of its everyday life.





Authentic Florida

From live oaks to historic homes Mount Dora has the authentic Florida feeling that can't be recreated.





Diverse and Inviting

Mount Dora is a place with a history of diversity and that is looking towards a vibrant future for all.



CHAPTER 2:

Public Art Foundations

This chapter contains the basis for public art in Mount Dora. This includes the city's definition of public art along with the policies that will guide its implementation. It also addresses public art types that are well suited for the community.

2.1 Foundation of Mount Dora's Public Art Program

Public art provides meaning to public spaces, reflects the history of our community, adds to the uniqueness of our neighborhoods, and humanizes our built environment. Public art lives at the intersection between our past, present, and future. The City of Mount Dora is committed to strengthening the public art program to fulfill the desire to see a wide variety of high quality public art from artists with various backgrounds.

In order to grow a strong program with many community partners, a shared vocabulary around what public art is and how it will live within our community.

Public Art Definition

The following definition of public art will be used by the Mount Dora Public Art Program in order to establish a shared definition of public art for the City of Mount Dora.

Public Art is any of the following: sculpture, statues or monuments in any material or combination of materials; painting; murals; graphic arts including printmaking and drawing; photography; crafts in clay, fiber and textiles, wood, metal, plastics, glass and other materials; mixed-media, any combination of forms or media, including collage; functional art such as street furniture, as defined by the Mount Dora Public Art Plan; environmental art consisting of landforms and artistic landscape composition.

The term "Public Art" does not include reproductions by mechanical or other means of original works of art, except for limited editions, controlled by the artist, of original

prints, cast sculptures, photographs or other works of art; decorative, ornamental, or functional elements which are designed by the building architect or consultants engaged by the architect which are a traditional and typical element of architectural design; elements generally considered to be conventional components of a landscape architectural design including, but not limited to, plant materials, pools, paths, benches, receptacles, fixtures and planters except street furniture as defined by the Mount Dora Public Art Plan and environmental art consisting of landforms and artistic landscape composition; "Art objects" which are mass produced or of a standard design, such as playground sculpture or fountains, except pieces of historical significance to the city;

2.2 Public Art Policies

In order to create an efficient, transparent, and successful Public Art Program, the policies outlined below have been developed for the Public Art Commission. These will operationalize the Public Art Program as established by the Public Art Ordinance and should be used as the basis for decision making for the program.

Section 1: Introduction

This section lays out definitions for the remaining policies.

Section 2: Collection Management

This establishes the management practices of artworks acquired through the solicitation and donation processes. These pieces are considered part of the City's Permanent Collection and must be cared for in accordance with the Maintenance Policy. The Collection Management Policy is intended to maintain the value of the City's Permanent Collection and guard against inappropriate disposal of any of its pieces.

Section 3: Roles and Responsibilities

This section details who are the responsible parties for public art in Mount Dora and the role that each plays in executing a successful public art program.

Section 4: Annual Public Art Plan

This policy creates a requirement for a yearly work plan (the Annual Public Art Plan) for the Public Art Program and defines how the work plan will build consensus on what the program can accomplish each year.

Section 5: Use of Funds

This policy details how Public Art Program funds may be used throughout the development and implementation of public art projects.

Section 6: Artist Selection

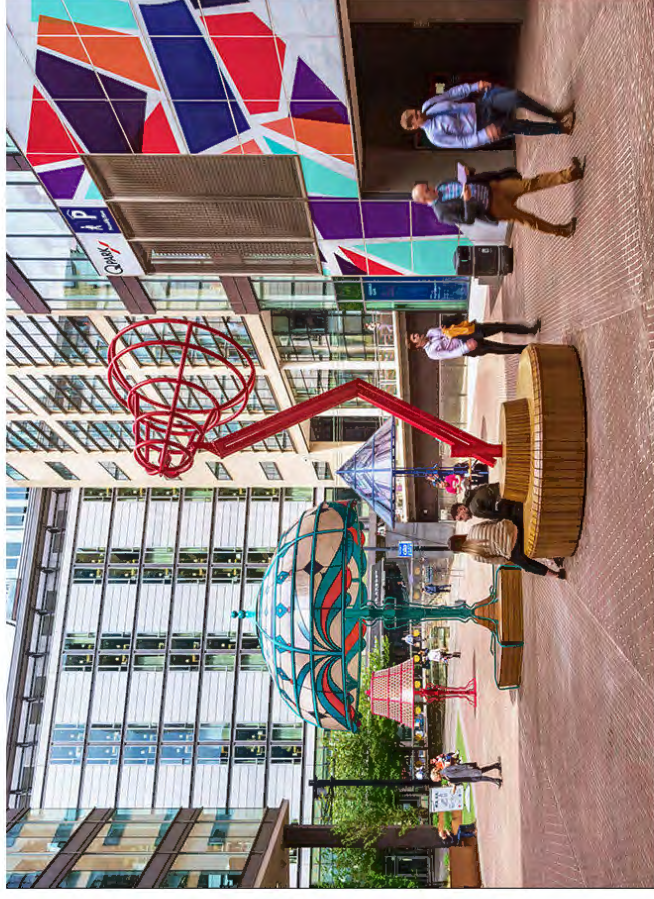
This policy establishes the practices for acquiring artworks through the Public Art Fund. This detailed policy will ensure a transparent process for acquiring artwork and favors open ended selection processes in order to promote artistic excellence and further the goals and strategies of the program.

2.3 Public Art Types

SCULPTURE

Whether contemporary, irreverent, traditional or something more, sculptures are often the focal points of civic art. Sculptures may commemorate and celebrate our history, express civic pride, or be established as culturally-defining showpieces for the City.

Sculptures can take on many shapes and sizes and often fit well when created in or alongside gateways, parks, gathering spaces, roundabouts, and community centers. Because communities can celebrate and enhance their civic identity, they are especially appropriate in parks and downtown settings.



MURALS

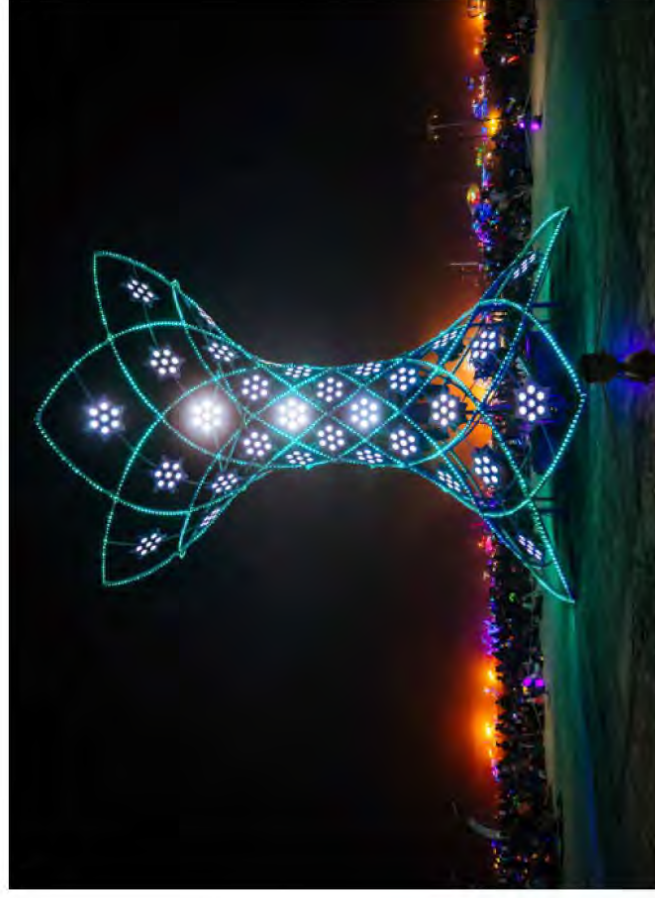
Murals can transform an empty wall into a colorful and stimulating piece of art. Opportunities for murals exist in Mount Dora in many space throughout the city – on the backs of commercial buildings, on dumpster enclosures, at leisure services facilities and more.

While curating permanent works of art as part of the collection is important, ephemeral works such as murals allow for the exposure of many artists over a short period of time rather than a few artists over a long period of time.

FUNCTIONAL ART

Mount Dora is focused on improving the infrastructure to facilitate added use by residents. Due to the ongoing investment in infrastructure in Mount Dora, there is a unique opportunity to implement uniquely Mount Dora designs in place of otherwise ordinary pieces of infrastructure. Integrating unique designs into infrastructure may be an affordable and efficient way to create a major visual impact.

Some possible options for functional art installations include bike racks, benches, signal boxes, medians, transit stops, storm drains, manholes, installations within parking garages, highway detail, highway gateway signage, monument signage, sidewalk treatments and more.



LIGHT INSTALLATIONS

Contemporary artists use lighting in creative and interesting ways in order to manipulate the built environment with limited physical impacts. Light installations may be used on existing buildings, in parks on substantial landscape features, or as part of a larger installation of sculpture. They may be especially useful and impactful when used in infrastructure projects.

Though light installations may be designed by artists, public art funds should specifically be used only for installations that are designed by artists and adhere to the definition of public art in section 2.1.

MULTIMEDIA

Multimedia installations may combine many art types in ways that expand the imagination. Video, lighting, sculpture, murals, and more can be combined to make multimedia installations some of the most interesting around. Multimedia installations are especially useful for temporary or pop-up installations.



SITE-SPECIFIC

Site-specific art is created to enhance and celebrate its surroundings in which an artist considers the site first before anything else. Site-specific art uses the surroundings to enrich the experience of the place itself. It can help to tell the story of the location, neighbors or residents, or simply exist to elevate the site.

POP-UP & TEMPORARY ART

Art can be long-lasting, or it can be something experienced for a short period of time. Though temporary art is not intended to live for a generation, it can have a lasting impact on a community by creating a sense of surprise and joy in unexpected places. Some ideal locations for temporary installations include construction sites, sidewalks, alleyways, parks, and temporarily empty spaces and storefronts.

Temporary art can be done inexpensively and easily, provide opportunity for additional artist engagement, and it can be a small investment for a huge impact. Temporary art invites collaboration and creates opportunity for the artwork to evolve with the community over time.



COMMUNITY PARTICIPATORY ART

Participatory art is more focused on the creation of an art piece than any of the typologies listed above. Specifically, a piece is made by the community to enhance and celebrate its process and participants. Collaborative art pieces use people to enrich the experience and heighten the feeling of pride and ownership.

CHAPTER 3:

Strategic Path Forward

This chapter contains a series of strategies that Mount Dora should utilize as the city implements the Public Art Program. One or more of these strategies should form the basis of each public art implementation.

3.1 Strategy 1: Focus on the Place

Key to the success of public art in Mount Dora is investing in a place based public art program. What this means is that investments should be directed intentionally toward specific locations that help achieve the goals of the program and the city at large. The following should be key areas of focus for the public art program.

3.1.1 Parks

The park system in Mount Dora provides key opportunities to add additional public art to the community. Parks in the community are well used and 81% of survey respondents indicated they would like to see public art in parks.

3.1.2 Downtown

Central to residential life in Mount Dora as well as to tourism in the community, Downtown Mount Dora presents many opportunities to impact the built environment with public art. 78% of respondents indicated that Downtown was a key opportunity for public art.

3.1.3 Streetscapes or Medians

In addition to Gateways, other internal Streetscapes and Medians throughout Mount Dora provide opportunities for public art from small to large. 58% of survey respondents indicated that Streetscapes and Medians were good opportunities for public art in Mount Dora.

3.1.4 Lake Dora

The connection between the City of Mount Dora and Lake Dora presents a multitude of opportunities to improve the visual experience of the lake and to help draw visitors to the lakeside.

3.1.5 Gateways

Main entry points to Mount Dora along with other key intersections provide perfect opportunities to create landmark gateways to the community using public art. Gateways were indicated as good opportunities for public art by 58% of survey respondents. Ideal gateway opportunities include:

- CR 19A, Old Hwy 441 at Eudora Rd intersection (planned Lake County round-a-bout)
- South Highland Street at Lake/Orange County Line
- South Highland Street at 1st Avenue intersection
- Donnelly Street at Lakeside Waterman Bridge
- Wolf Branch Innovation District Gateway at SR 46 and Round Lake Road intersection

3.2 Strategy 2: Focus on small-scale interventions

Mount Dora stands apart as a Florida community that is easily accessible on foot or by bike. Due to a strong build environment as well as investments in infrastructure that encourages pedestrians and cyclists there are many opportunities to impact residents and visitors with public art in small scale ways.

3.2.1 Trails & Bike Facilities

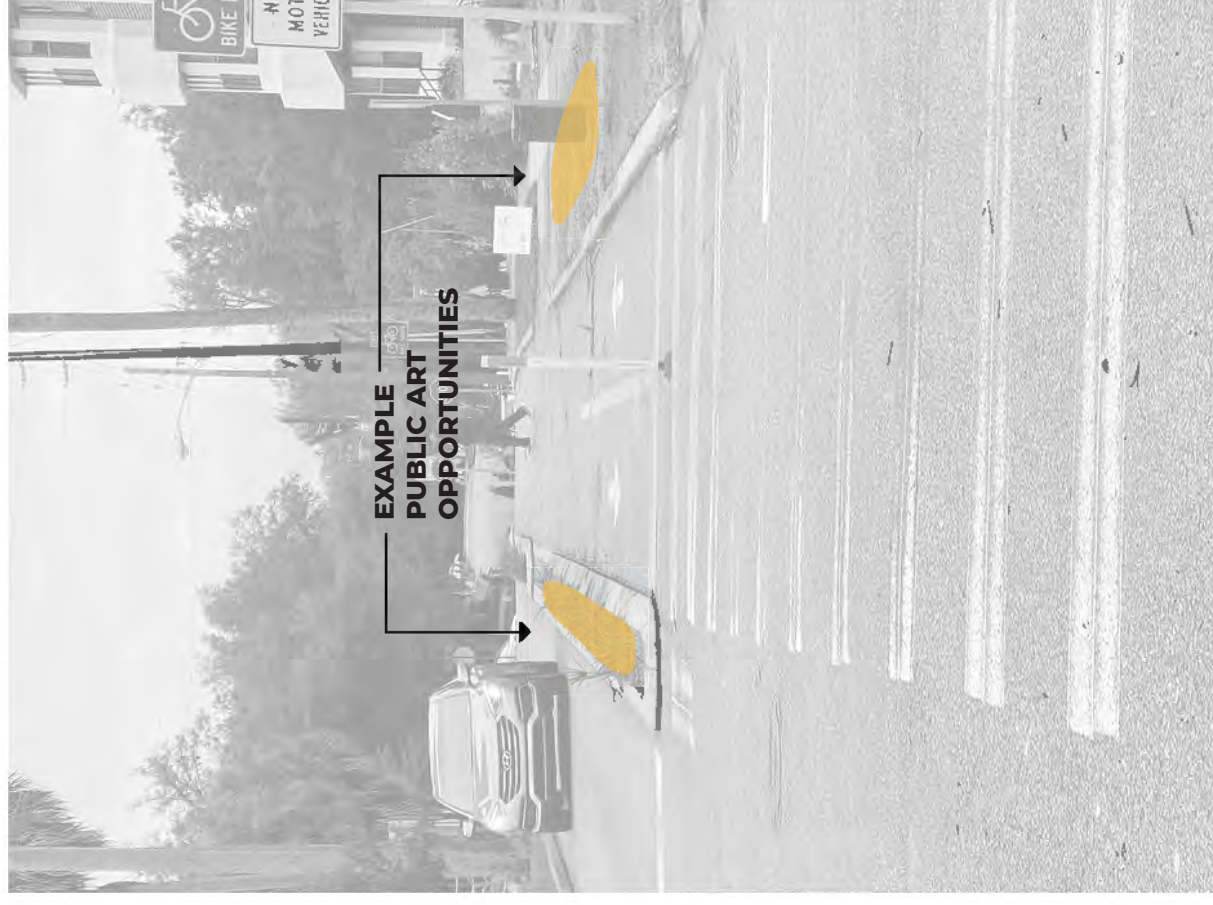
Whether future trail or exiting cycletracks, infrastructure for cycling presents many opportunities for impacting the built environment with public art.

3.2.2 Boardwalks

Existing boardwalks like the Lake Dora boat dock Downtown and the Palm Island Boardwalk create opportunities for small-scale educational artwork that is environmentally sensitive.

3.2.3 Downtown Sidewalks & Bump-outs

Given the large number of visitors and residents who attend large scale events in Downtown Mount Dora, along with regular foot traffic, sidewalks and bump-outs create numerous opportunities for public art Downtown.



3.3 Strategy 3: Representation for all

Mount Dora is a uniquely diverse city that has an opportunity to celebrate its residents, past, present and future. Representation in public art is an important way to help create a more unified city for all. Several key groups within Mount Dora stand out as we begin to grapple with the past and work to create a new future of prosperity and unity within our community. This is not meant to be a comprehensive listing but rather a guide for working towards representation for all in the future.

3.3.1 African-American Community

The African-American community within Mount Dora is fundamental to our history and our future. There are a multitude of opportunities to not only aim for healing for past injustices but also to celebrate the vibrancy, resiliency, and spirit that is alive in the Black community today. Black artists and storytellers should be at the forefront of public art in Mount Dora.

Public art that celebrates and connects with the African-American community should not be confined to traditionally black areas but should be included throughout the community, particularly in the Downtown area. Downtown should be a place for all community members and increasing the viability of the African-American community Downtown will help bolster inclusion and ensure that every Mount Dora resident has a stake in the core of our community.

3.3.2 LGBTQIA+ Community

The LGBTQIA+ community in Mount Dora is long standing and ever more visible today. By featuring artists who are members of the LGBTQIA+ community as well as artwork that enhances visibility of the community Mount Dora can foster inclusion and strengthen the community.

3.3.3 Hispanic/Latino Community

The Hispanic/Latino Community has existed in Mount Dora for generations but is also rapidly growing. Showcasing artists and creating opportunities for members of this community will help to enhance the visibility of the community and foster inclusion.

3.4 Strategy 4: Infuse our Festivals with Public Art & Local Artists

Though many of the festivals within Mount Dora have arts-focused components there remain opportunities to enhance these events using public art and local artists.

3.4.1 Local & Emerging Artist Area

One key opportunity at festivals and events in Mount Dora is to create dedicated space for local and emerging artists at the festivals. Artist who come from under-represented communities along with artists who live or work in Mount Dora should be given opportunities and given priority in a specific dedicated space.

3.4.2 Festival Focused Artwork or Temporary Public Art

There are a variety of ways public art can be incorporated into festivals. One opportunity would be to have artists work commissioned and installed specifically for a festival. This would help to create buzz and special one-time-only opportunities giving visitors a reason to return. Artworks like murals could also be commissioned as part of a festival that helps to cement its legacy and promote individuals to return every year.

3.4.3 Public Art or Interactive Art Festival

A festival solely dedicated to public art or interactive art could be a differentiator for Mount Dora, setting it apart in the region. Interactive Public Art Festivals are growing in popularity and can be found throughout the US and the wider world.



3.5 Strategy 5: Invest in Mount Dora's roadways with public art

Though much of Mount Dora is human scale there are areas of the community that are primarily accessed by car. Enhancing the experience of both drivers and pedestrians along the roadway is an opportunity that is often overlooked in public art programs. Mount Dora should invest in public art on major corridors through a variety of public art types. The lifespan of the following investment range from temporary to permanent.

3.5.1 Type 1: Roundabout Art

Roundabouts offer an opportunity to calm traffic safely and efficiently. Left in the center of these traffic calming strategies is a blank canvas for placement of public art and Mount Dora has a considerable number of roundabouts to offer as potential locations. When multiple roundabouts are located on one corridor, the city should consider how each roundabout could accommodate a piece of public art, all linking together to form a full experience that can support those viewing from a vehicle or those viewing from the pedestrian standpoint.

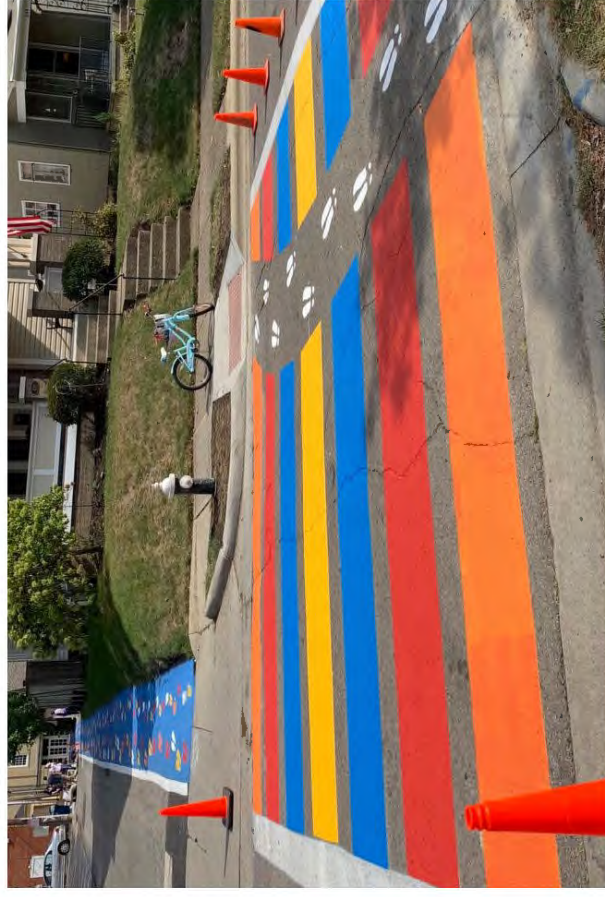
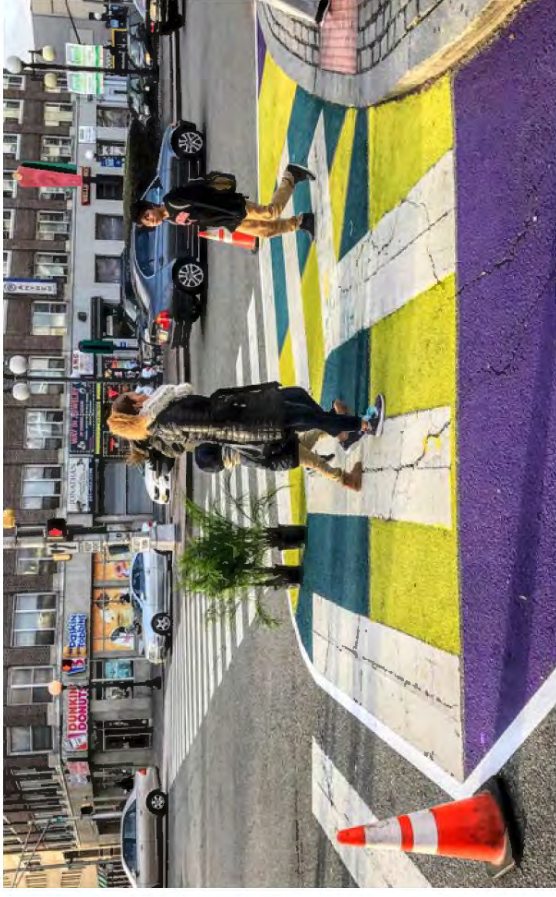
Special consideration should be given to landscaping around each piece of art and any signage that may be needed to support the work and/or credit the artist. Signage should be located outside of the roundabout so those wishing to view signage are able to safely view the information presented on the signage and the artwork without crossing any lanes of traffic to reach the art in the center or the roundabout.



3.5.2 Type 2: Creative Crosswalks

Crosswalks are a necessary measure for pedestrian safety on major roadways and neighborhood streets alike. A growing trend allows for municipalities to trade the white lines that are recognized as a universal symbol for pedestrian crossing with a creative application developed by artists in the same footprint as a traditional crosswalk. Some municipalities allow artists to use paint on lesser traveled streets and some require pre-printed laminate applied to the asphalt on higher trafficked roads.

Mount Dora should build upon its efforts such as the crosswalk design in the Northeast Community Redevelopment Area at intersection of Lincoln and Grandview. A creative crosswalk program that focuses on placing creative crosswalks on city-controlled roadways could continue to advance this work.





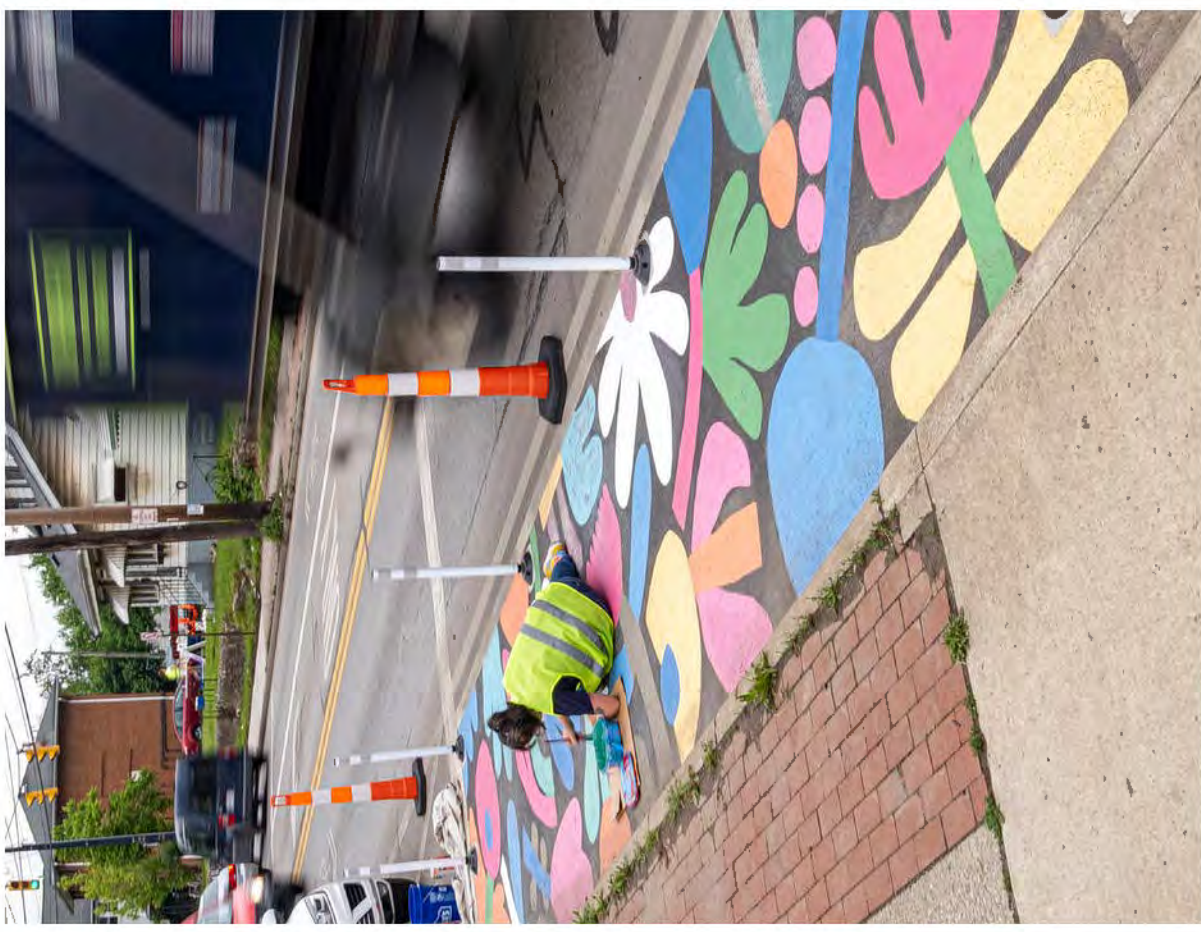
3.5.3 Type 3: Banners

Mount Dora currently has a series of banners that promote a variety of events throughout the year. Banners provide a highly visual, usually vibrant pop of color when driving on major roads. Mount Dora should rotate original artwork by local artists onto the banner poles or on over the street banners between event promotions. Calls to artists could be released on a biennial basis. Because these are developed from a high resolution file, visual artists of all mediums could participate in this program.

3.5.4 Type 4: Tactical Urbanism Artist-in-Residence

Incorporating public artists into the inner workings of a municipality has yielded creative and unique projects throughout the Country in a variety of mediums. Artists think differently than traditional municipal staff members, and placing artists at the center of a relatively mundane municipal necessity like roads will place creative vision at the center of this public infrastructure program.

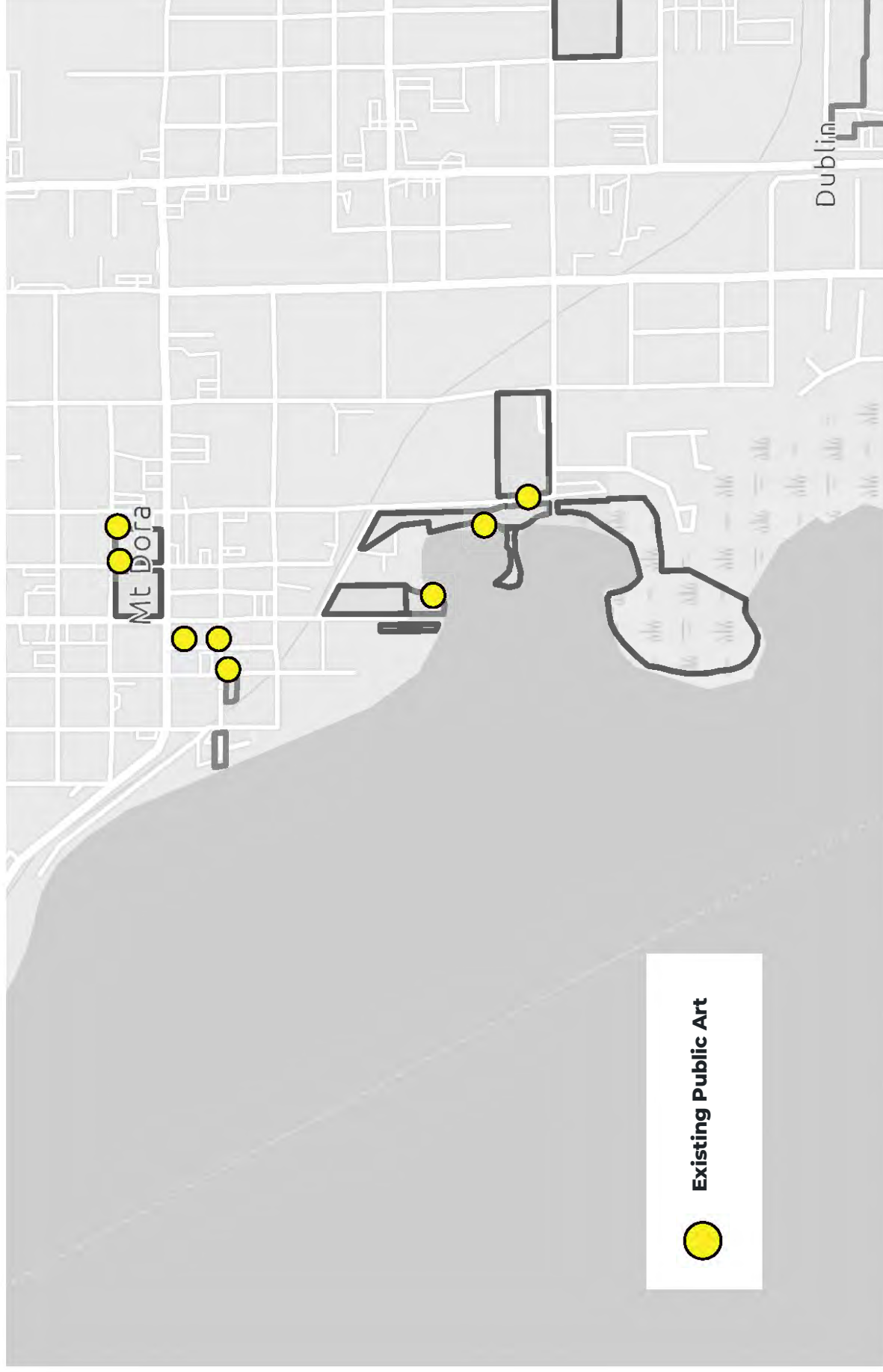
An artist should be hired through a professional services retainer to assist in the planning and implementation of new roads. Outcomes could include creative community engagement projects soliciting ideas from the community about the structure and amenities offered on new roads, a sidewalk poetry program, or a creative lighting scheme. Special attention should be paid to utilizing art to illustrate upcoming roadway improvements.



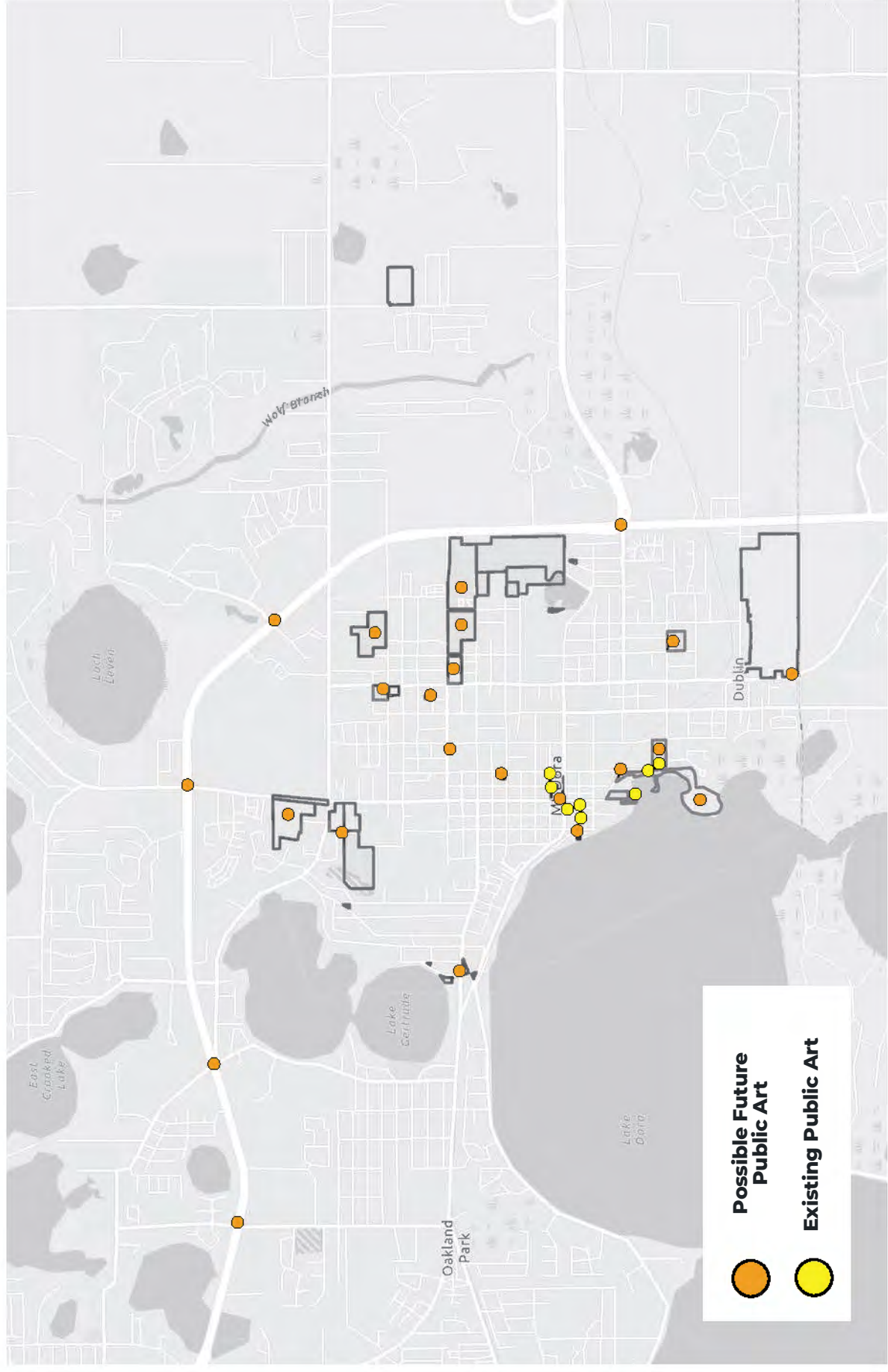
*See the Bloomberg Philanthropies 'Asphalt Art Guide' for more information: asphaltart.bloomberg.org/guide/

3.6 Public Art Mapping

Existing Public Art



Future Public Art Implementation



CHAPTER 4:

Ideas to Inspire

This chapter contains a series of bold ideas to help inspire the community. These ideas can serve as a basis for future implementation or could merely demonstrate how other similar projects could be implemented.

4.1 Idea 1: Wondering to the Water

Lake Dora is somewhat disconnected from the center of activity at 4th and Donnelly. Though 4th Avenue runs down to the waterfront (and is a pedestrian only street for a portion of its length) there remains a lack of a specific draw between the core of Downtown and the lakefront. By creating public art that runs down to the lakeside as well as directly at the lakeside pedestrians can be encouraged to interact with the lake.

Example 1: On street “Waterway” mural that follows the stormwater as it runs along the curbside to the lake

Example 2: Prominent public art feature where the sidewalk runs from 4th Avenue to the boat dock

Example 3: Temporary artworks that are installed in any medians that run along 4th Avenue

Example 1



4.2 Idea 2: Interior Public Art Collection

The City currently displays various artwork that have been acquired over the years outside the public art program. There is an opportunity to bring interior artwork within the public art program and create opportunities to display high quality artwork in various locations over the inside City facilities. Artwork could rotate between various offices, workspaces and public spaces throughout City facilities or be purchased with specific locations in mind.

Interior public art location opportunities include:

- City Hall
- Mount Dora Music Hall
- Facilities within Parks
- Martin Luther King Jr. Building



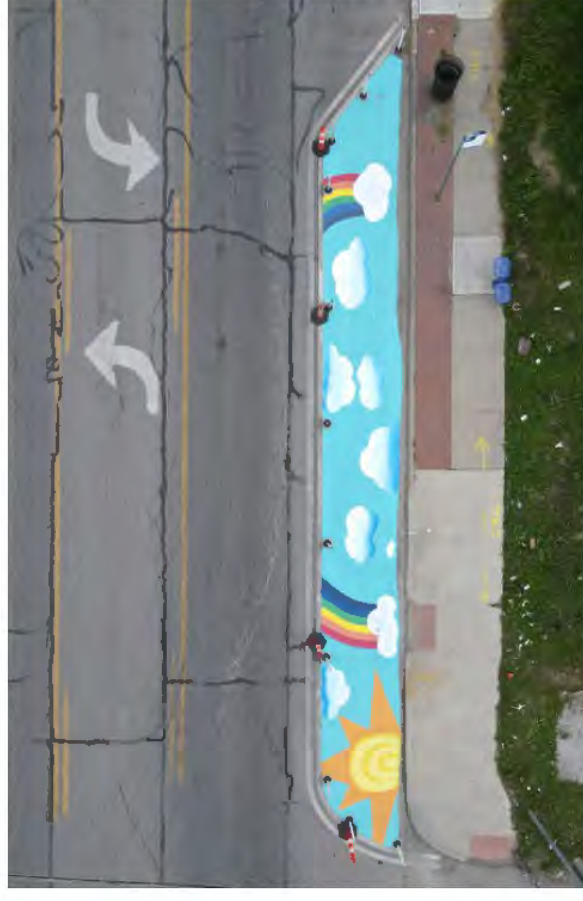
4.3 Idea 3: Functional Art Program

Functional art designed by artists is a simple and impactful way of introducing art into the public realm in a variety of locations. Location options range from parks and open spaces to sidewalks, rights of way, and other public spaces. Functional art can be both temporary and permanent and can vary significantly in scale. Functional art creates a relatively cost effective way to place public art throughout a community while making a big impact.

The City could commit a small amount annually to this program and when larger opportunities for tactical urbanism interventions arise, additional dollars could be allocated. The Functional Art Program could be focused on creating opportunities for local artists rather than open to national artists.

Functional art elements include:

- Bike Racks
- Benches
- Light poles
- Utility box murals
- Transit shelter art
- Crosswalks
- Share structures
- Storm drains





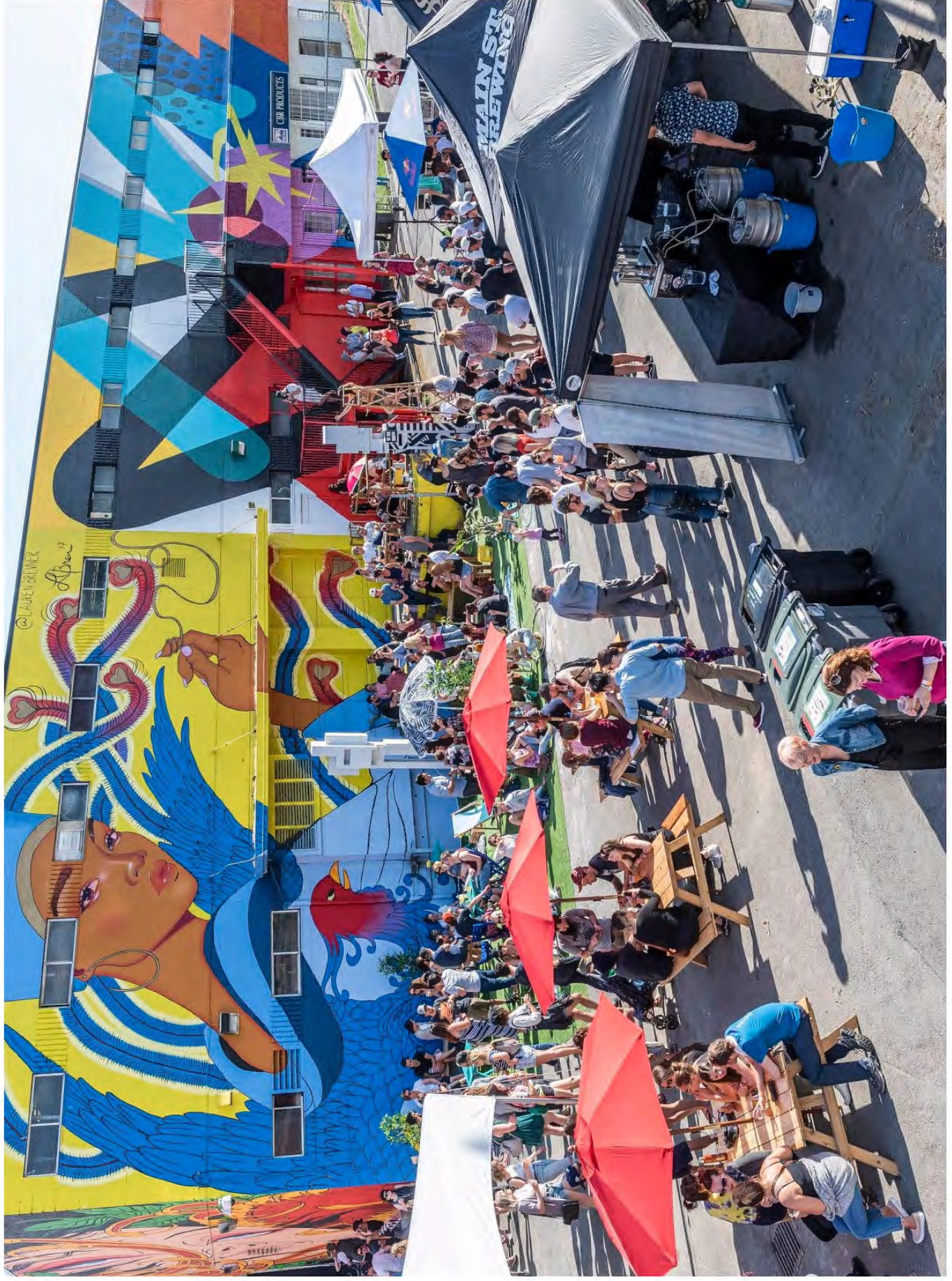
4.4 Idea 4: Mount Dora Mural Festival & Grant Program

The City of Mount Dora could host an annual mural festival in Donnelly Park or another nearby area to give residents and visitors an opportunity to see artists creating large-scale artwork in real time. Additional programming could be considered such as live music and food trucks. This could be launched in tandem with a Mural Grant Program.

A Mural Grant Program could subsidize mural creation within the Downtown district through granting property owners up to 25% of the cost of the mural on their property. Funds should be distributed on a first come, first served basis. Applicants should submit their contract with their selected artist and submit proof of final payment to receive the grant. The City could allocate approximately \$10,000 annually to this effort and examine the success of the program after two years..

Applications should include:

- Images of the proposed wall
- Proposed dimensions of the mural
- A concept rendering from the selected artist
- Proposed budget
- Contract with artist



4.5 Idea 5: Photo Wall

Curated images on social media are a fact of life in today's world. Creating 'instagramable' spaces would not only help to further the brand image of Mount Dora but also would create an engaging experience for visitors and residents alike. This could be accomplished by creating a 'Mount Dora' mural somewhere in the downtown area or developing another spot specially for the purpose.





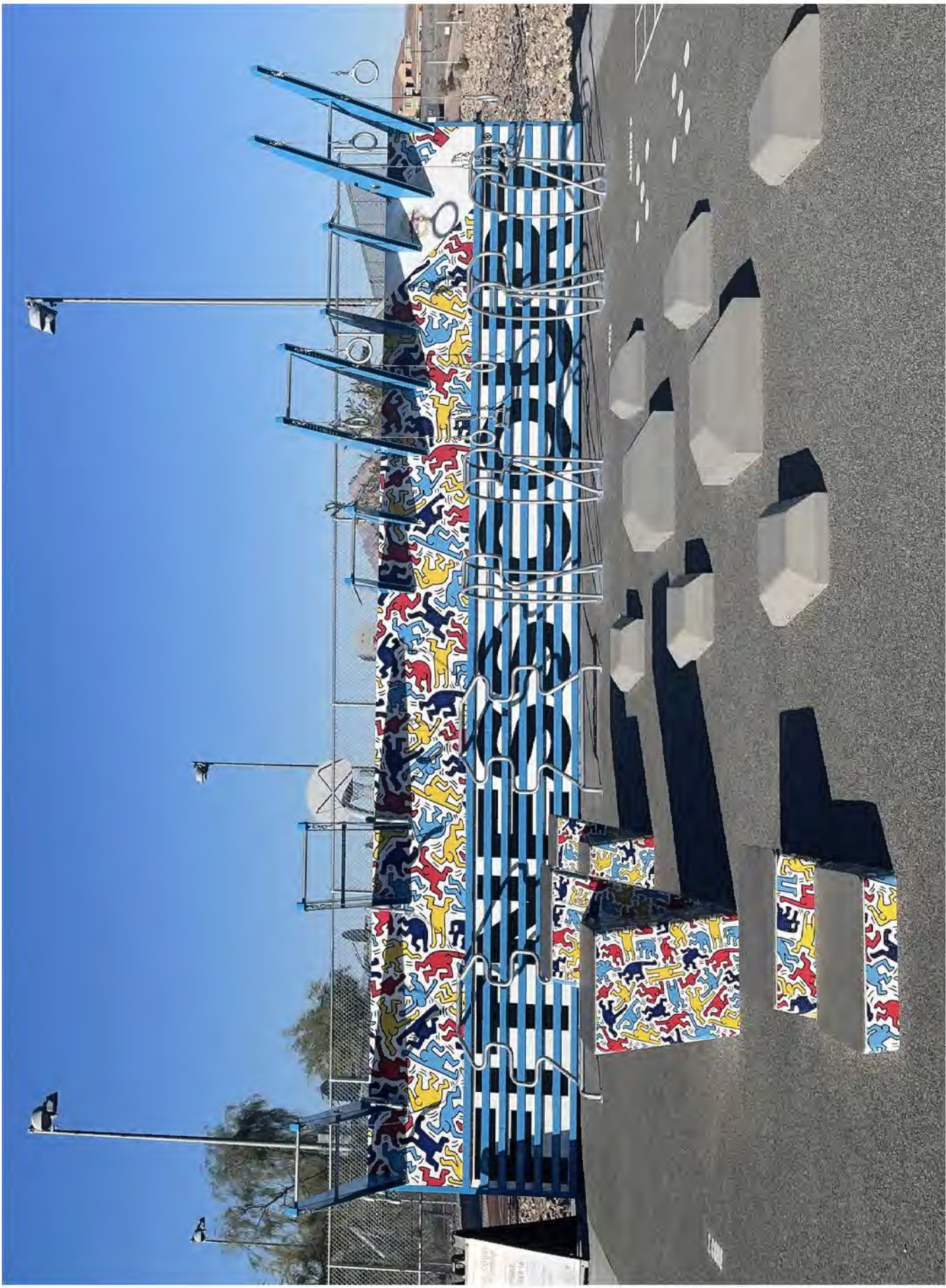
4.6 Idea 6: Art in Exercise

A variety of programs and facilities across the country have successfully connected art and exercise to help encourage health and wellness and to create engaging experiences.

Opportunities for this include:

- Artist designed exercise stations
- Painted basketball courts
- Installations on other sporting facilities
- Sidewalk or Trail Mile Markets



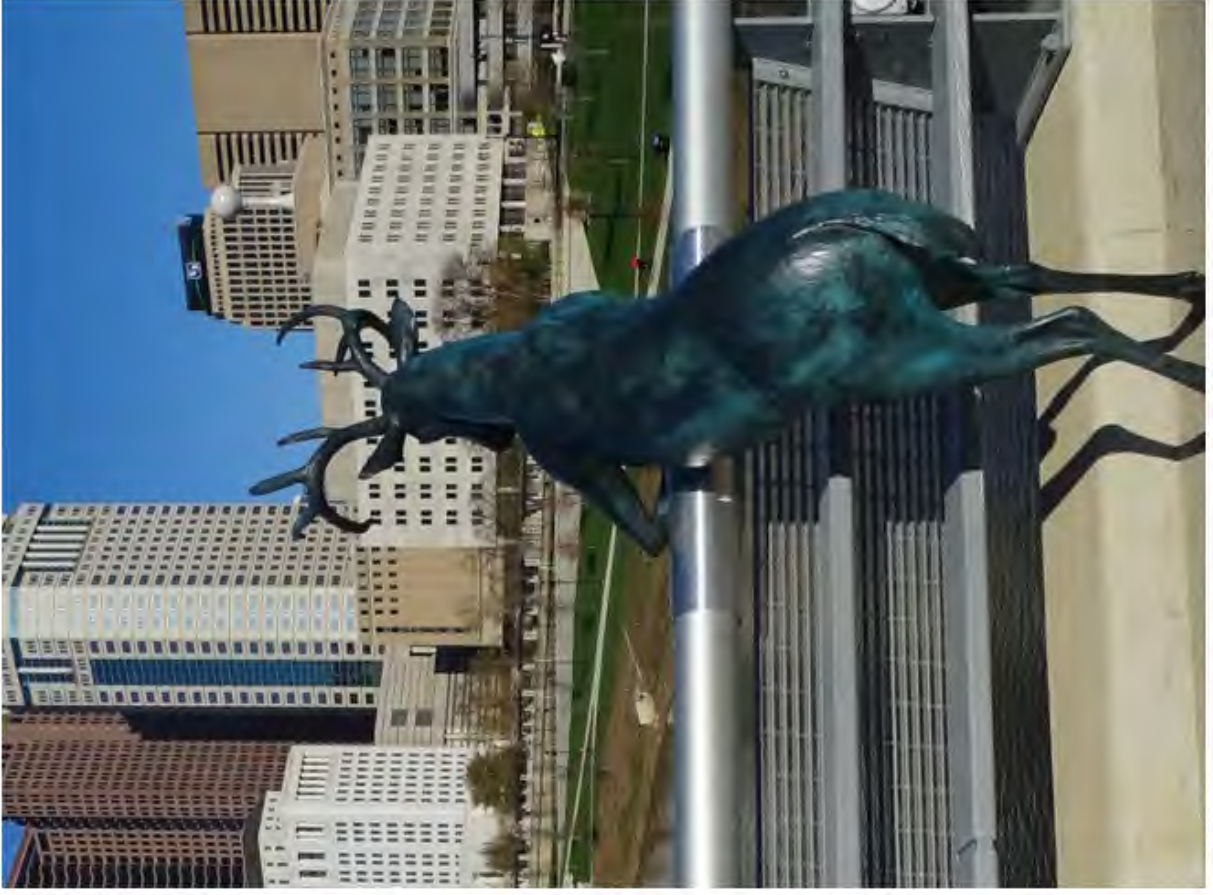


4.7 Idea 7: History and Heros

Mount Dora has an a deep and unique history and public art presents a perfect opportunity to tell that story. Whether it is with murals, statues or another form of public art, installations can help celebrate heros or educate about difficult history and everywhere in between.

Public art opportunities should continue to be explored that help display the history of Mount Dora in the built environment. Ideas include artwork at the Martin Luther King Jr. Building, sculptures that celebrate the sacrifice of veterans or other artwork throughout the city.





4.8 Idea 8: Mount Dora Public Art Trail

Many of the Downtown or near Downtown public art opportunities at parks and public facilities are within close distance and easily accessed by walking or biking. This creates an opportunity for a public art trail that would connect many of these sites, some of which already feature public art.

Location Opportunities

- City Hall (Exterior or Interior Artwork)
- Mount Dora Music Hall (Existing Sculpture Park)
- Donnelly Park (New Public Art Opportunity)
- Sunset Park (Existing Public Art)
- Fourth Avenue Dock (New Public Art Opportunity)
- Elizabeth Evans Park (Existing Public Art)
- Trail Connections (New Public Art Opportunity)
- Grantham Point (Existing Public Art)
- Gilbert Park (New and Existing Public Art)
- Palm Island (New and Existing Public Art)
- Palm Island Boardwalk (New Public Art)



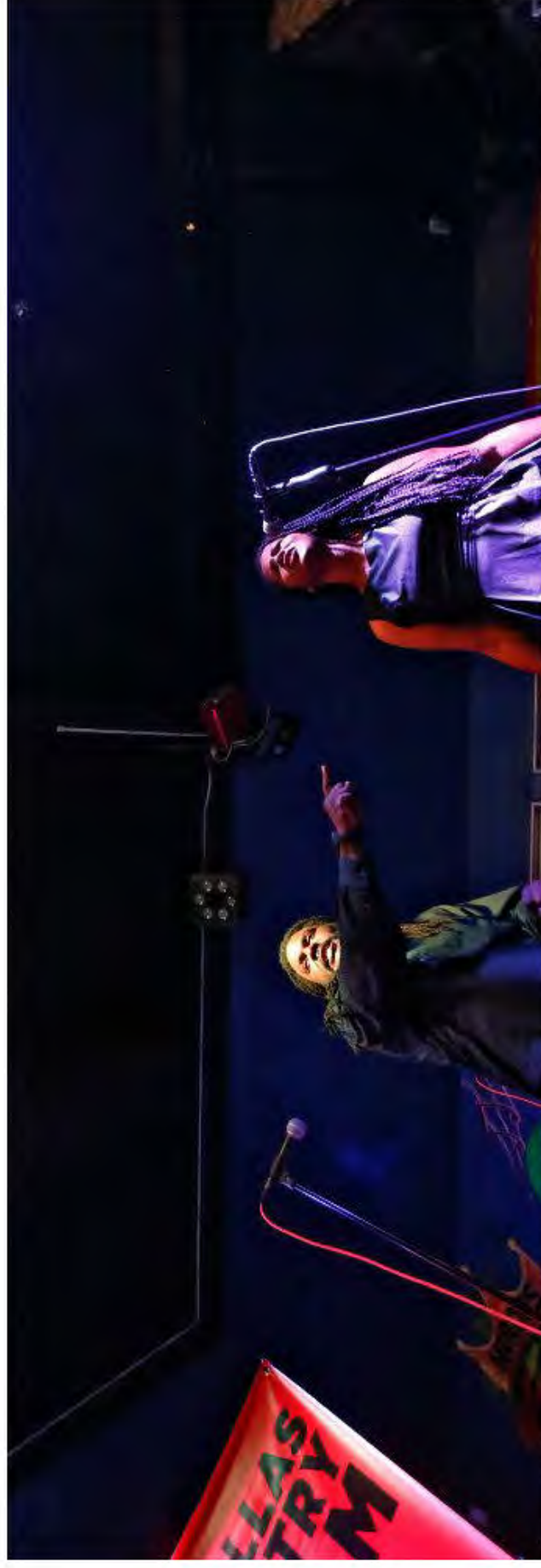


4.9 Idea 9: Performing Art + Public Art

The public engagement process revealed a desire to continue to enhance performing arts in Mount Dora which have a long history. There are also fantastic opportunities to connect performing and public art.

Connection Opportunities

- Performances at public art unveilings
- Live art creation at festivals, concerts, or other performing arts events
- Poetry slams or other spoken word performances at the sculpture garden or other public art installation spaces



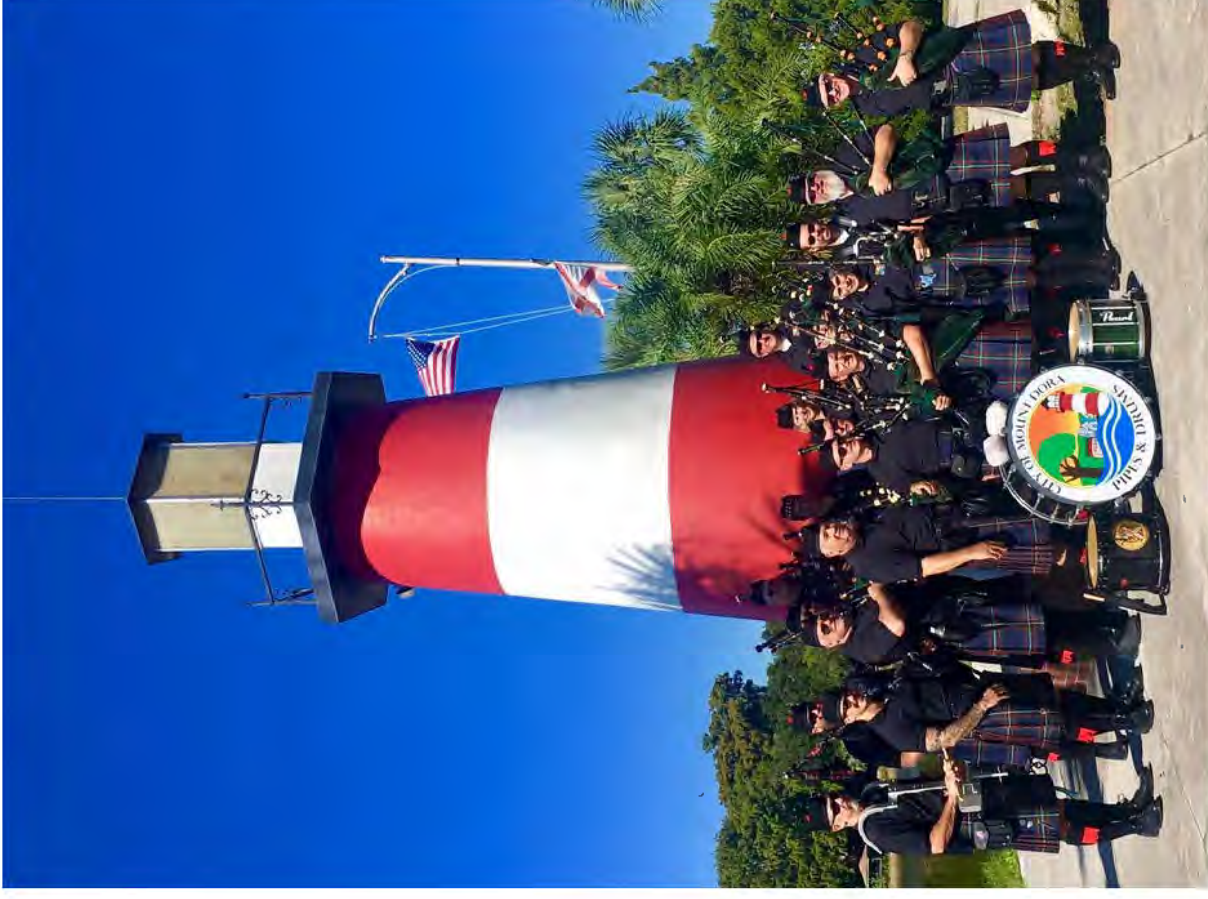
Spotlight: Mound Dora Pipe Band

The City of Mount Dora has an interesting legacy and connection with Scottish culture. Early settlers David Simpson, Ross Tremain and the city's namesake Dora Ann Drawdy came from Scottish roots. More recently the Sister Cities twinning program with Forres, Scotland has continued that Scottish link with cultural exchanges for over twenty years. 2023 will mark the tenth annual Mount Dora Scottish Festival; an event that has grown over the years and ensures all residents and visitors can immerse themselves in Scottish culture at least one time each year no matter where they are from.

So, it is no surprise that as a community Mount Dora embraces those Scottish roots with the stirring, powerful, emotive tradition of performing bagpipe music. Mount Dora is unique in many ways, but one way the community stands apart from other communities is the City of Mount Dora Pipe Band.

In June of 2017, the formation of a City of Mount Dora Pipe Band was agreed upon and the recruitment of band members began. The band has built on the city's Scottish connections by engaging in these key areas of focus: Instruction, Music, Highland Dress, and Performances .

You just can't miss the sound of the band coming down Donnelly Street, or wherever its performing.

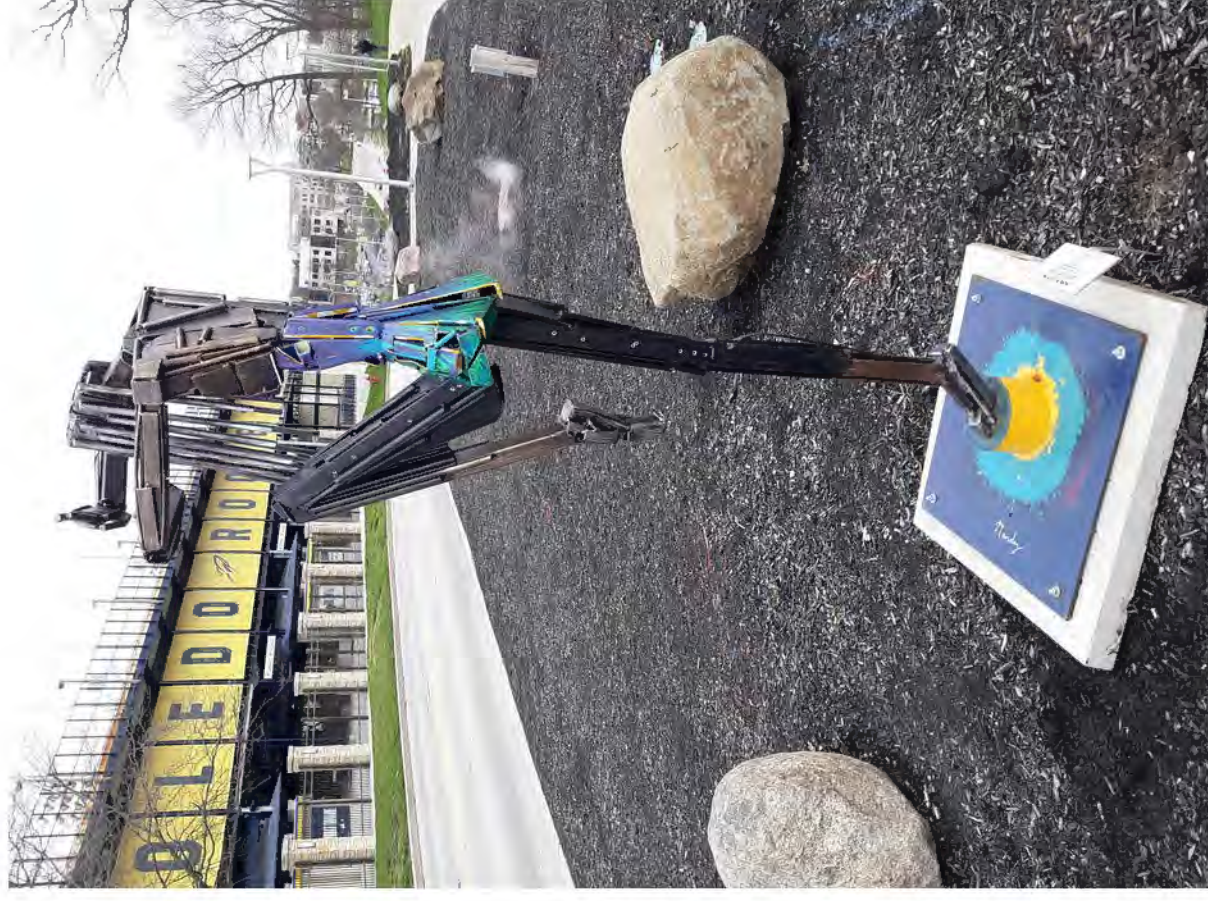


4.10 Art on Loan Program

Communities around the country have demonstrated that Art on Loan programs present ideal opportunities to introduce art into the physical environment at a relatively low cost. The ephemeral nature of temporary sculptures or other artwork on loan ongoing interest in a way that more permanent art work does not.

An artwork on loan program could be implemented in a variety of ways. The city could solicit proposals from artists annually or bi-annually for artwork on loan and artists could be selected by a selection panel or jury. Alternatively the city could partner with a local or outside non-profit to help administer the program.

Unveiling of the artwork on loan could take place in conjunction with an existing or new festival in order to highlight the installations.



Case Study: ArtAround Roswell

ArtAround Roswell is a partnership initiative between Roswell Arts Fund and the City of Roswell, Georgia.

Started in 2016, this free “museum without walls” is a public art sculpture collection hosted in various outdoor sites throughout the city’s acclaimed park system, historic district and private businesses.

As of the publication of this plan the collection includes 10 permanent sculptures and 10 temporary sculptures.

Roswell Arts Fund releases a nationwide call for all tours. After the call closes, the temporary sculptures are selected by a public art panel based on criteria including quality, diversity and how the sculptures can spark conversation, delight visitors and activate public spaces. Artists are compensated for loaning their work to the ArtAround Roswell Initiative.

All of the temporary pieces are available for purchase



CHAPTER 5:

Action Plan

This chapter contains actions items pulled from the previous chapters which will serve as the basis for future public art work plans. This action plan should be considered a guide for future implementation and should be changed or altered as future opportunities arise.

69

Project or Action		Reference	Responsible Party	Proposed Budget	Timeline
	Adopt Public Art Policies	Page 29	PAC	\$0	Short-term
	Develop Annual Public Art Plan	Page 29	Staff, PAC, Council	\$0	Medium-term
	Public Art Gateways	Page 36	Staff, PAC, Council	\$50,000 - \$150,000 per gateway	Long-term
	Small-scale Public Art Interventions	Page 37	Staff, PAC, Council	\$1,000 - \$5,000	Short-term
	Local & Emerging Artist Area at Festivals	Page 39	Festival Organizers	\$0	Medium-term
	Continue Creative Crosswalk Program	Page 41	Staff, PAC, Council	\$10,000 per crosswalk	Medium-term
	Continue Banner Program	Page 42	Staff, PAC, Council	\$10,000 per year	Short-term
	Tactical Urbanism Artist-in-Residence	Page 42	Staff, PAC, Council	\$15,000 per year	Medium-term
	Wondering to the Water	Page 48	Staff, PAC, Council	\$5,000 - \$10,000	Short-term
	Interior Public Art Collection	Page 50	Staff, PAC, Council	\$5,000 yearly	Short-term
	Function Public Art Program	Page 52	Staff, PAC, Council	\$15,000 per year	Short-term
	Mount Dora Mural Festival & Grant Program	Page 54	Staff, PAC, Council	\$10,000 per year	Medium-term
	Photo Wall	Page 56	Staff, PAC, Council	\$10,000	Short-term
	Art in Exercise	Page 58	Staff, PAC, Council	\$20,000	Medium-term

Project or Action		Reference	Responsible Party	Proposed Budget	Timeline
	History and Heros	Page 60	Staff, PAC, Council	\$10,000 - \$20,000 per artwork	Medium-term
	Mount Dora Public Art Trail	Page 62	Staff, PAC, Council	\$5,000 - \$20,000 per artwork	Long-term
	Performing Art + Public Art	Page 64	Staff, PAC, Council	\$1,000 - \$5,000 per event	Medium-term
	Art on Loan Program	Page 666	Staff, PAC, Council	\$10,000 yearly	Short-term



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

DATE: June 6, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Informational - Purchasing Division Report on Emergency Purchases

Introduction:

This is an opportunity for the Budget Director to provide information to City Council regarding Emergency Purchases.

Discussion:

Pursuant to Sections 3.4-1.I. of the City of Mount Dora Purchase Policy adopted by City Council under Resolution No. 2021-107, the following emergency purchases are provided to City Council:

Attachment	Date Issued/ Paid	PO#	Vendor	Amount Encumbered	Amount Spent
1	3/10/2023	Direct Pay	RCM Utilities	Direct Pay	\$ 18,396.50
2	4/3/2023	23-00598	Emerald Transformer, Inc.	\$ 19,623.77	-0-
3	4/24/2023	23-00624	American Water Sewer and Drain LLC	\$ 66,555.00	-0-
4	4/27/2023	23-00628	Precision Contracting Services, Inc.	\$ 92,040.00	-0-

Budget Impact:

As indicated in the attachments.

Strategic Impact:

N/A

Recommendation:

Informational only.

Attachment(s):

1. Attachment #1 - RCM Utilities Direct Pay
2. Attachment #2 - Emerald Transformers PO# 23-00598
3. Attachment #3 - American Water and Sewer PO# 23-00624
4. Attachment #4 - PCS PO# 23-00628

Prepared by: Merry Lovern, Executive Assistant

Reviewed by: Marilyn Douglas, Purchasing Manager
Aneta Barton, Budget Director
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 5/30/2023

Approved - 5/31/2023

Approved - 5/31/2023

Final Approval - 5/31/2023

ATTACHMENT #1

1. Invoice Info		2. Approval		Awaiting Approval From: N/A									
Notice: This invoice has been paid. You may only edit the 1099, Approval List and the Notes fields.													
Vendor Code:	100562	Bank Code:	50	Journalized:	Yes								
Vendor Info..	Name: RCM UTILITIES, LLC	Status:	Paid	Reference #:	206892								
				Purchasing Card Info...	Tax Payment Info...								
Invoice													
Invoice #:	779	Desc:	E										
Notes...	Invoice Date:	03/10/2	Post Date:										
PO #: View	Expected Ck Run:	03/30/2	Due Date:										
	Pay By:	ACH Transfer	Amount:										
Type:	Used	Approval Dept:											
			☐ 1099 ☐ Separate Check ☐ Hold Check Memo ☒ Approval List ☐ Flag As Asset View Linked Asset Contract:										
<table border="1"> <thead> <tr> <th>Item Description</th> <th>Amount</th> <th>Exp</th> <th>Est</th> </tr> </thead> <tbody> <tr> <td>REPAIR & MAINT SERVICES</td> <td>18,396.50000</td> <td>E</td> <td>I</td> </tr> </tbody> </table>						Item Description	Amount	Exp	Est	REPAIR & MAINT SERVICES	18,396.50000	E	I
Item Description	Amount	Exp	Est										
REPAIR & MAINT SERVICES	18,396.50000	E	I										
				Balance To Apply:	\$0.00								
Amt Paid:	\$18,396.50	Date:	04/14/2023	Check:	13539								

Vedder, Ley

From: Kramm, Josh
Sent: Monday, March 27, 2023 9:04 AM
To: Vedder, Ley
Subject: FW: Waster water plant #1 Broken Sewer main

Ley,
This is all I have but it is where everyone was notified

From: Douglas, Marilyn <DouglasM@ci.mount-dora.fl.us>
Sent: Wednesday, February 22, 2023 11:27 AM
To: Kramm, Josh <krammj@ci.mount-dora.fl.us>; Barton, Aneta <bartona@ci.mount-dora.fl.us>; Marek, George <marekg@ci.mount-dora.fl.us>; Comiskey, Patrick <ComiskeyP@ci.mount-dora.fl.us>
Cc: Millikin, William <MillikinW@ci.mount-dora.fl.us>
Subject: RE: Waster water plant #1 Broken Sewer main

Thanks for the info Josh.

From: Kramm, Josh <krammj@ci.mount-dora.fl.us>
Sent: Wednesday, February 22, 2023 10:19 AM
To: Barton, Aneta <bartona@ci.mount-dora.fl.us>; Marek, George <marekg@ci.mount-dora.fl.us>; Comiskey, Patrick <ComiskeyP@ci.mount-dora.fl.us>; Douglas, Marilyn <DouglasM@ci.mount-dora.fl.us>
Cc: Millikin, William <MillikinW@ci.mount-dora.fl.us>
Subject: Waster water plant #1 Broken Sewer main

Good Morning,

We have a 8" gravity sewer main from the shopping center on the east side of WWTP#1 that enters the main manhole inside WWTP#1. We were notified last night of standing water near the manhole by the contractor working on site and after inspection we have a good depression to the east of the manhole and a blockage in the main when the blockage was cleared the standing water resided. With that said we know we have a main issue and the manhole and main are 10' + deep with ground water the location of the possible damage is too far into the main for the push camera and without the camera truck we have no idea what we are looking at.

Bill is going to have RCM do a video inspection of the line thru the continuing service contract and then we will have a better idea of what we have and can get a quote for the repair with the depth, lack of manpower and groundwater it is out of our ability's at this time we might need to run with the service contract.

As soon as I get more information I will get it passed along for an update.



Joshua P Kramm
Water / Waste Water Utility Line Manager

T: (352) 735-7151 Ext. 1828 (Office)
E: krammj@cityofmountdora.com (Email)

City of Mount Dora

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



Estimate

ADDRESS

City of Mount Dora
Attn: Account Payable
510 N. Baker St.
Mount Dora, FL 32757

ESTIMATE # 3599
DATE 02/23/2023
EXPIRATION DATE 03/23/2023

JOB NAME

WWTP #1 Gravity Line

DESCRIPTION

AMOUNT

RCM Utilities to supply all labor, materials, and equipment for the following scope of work: 18,396.50

-Setup well points and dewatering around the manhole.

-Plug the effected 8" gravity main, excavate main, setup trenching and shoring.

-Cut out the broken clay sewer pipe, install ferncos and new 8" pvc gravity main in it's place.

-Site restoration to include backfill and compacting only. Any trees that need to be removed will not be replaced.

NOTES

-During the time of this work, the gym lift station will have be shutdown. Any and all bypassing for this lift station to be done by others,

-This estimate is for known conditions, anything outside of this scope will be billed as time and materials.

Charlie Smith
Service Manager
352-638-5245

SUBTOTAL	18,396.50
TAX	0.00
TOTAL	\$18,396.50

Accepted By

Accepted Date

RECEIVED

By Marielisa Lugo-Feliciano at 3:45 pm, Mar 20, 2023

RCM UTILITIES, LLC

100 W. MILLS AVE
EUSTIS, FL 32726
billing@rcmutilities.com

**INVOICE**

BILL TO	INVOICE	7792
City of Mount Dora	DATE	03/10/2023
Attn: Account Payable	TERMS	Net 30
510 N. Baker St.	DUE DATE	04/09/2023
Mount Dora, FL 32757		

JOB NAME
WWTP #1 Gravity Line

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/09/2023	Service Work	Labor, materials, and equipment to setup well points and dewatering around the manhole. Plug the effected 8" gravity main, excavate main, setup trenching and shoring. Cut out the broken clay sewer pipe, install ferncos and new 8" pvc gravity main in it's place. Site restoration to include backfill and compacting only as per estimate #3599 dated 02/23/2023	1	18,396.50	18,396.50
SUBTOTAL					18,396.50
TAX					0.00
TOTAL					18,396.50
BALANCE DUE					\$18,396.50

From: [Comiskey, Patrick](#)
To: [Kramm, Josh](#); [Barton, Aneta](#); [Douglas, Marilyn](#); [Marek, George](#)
Subject: RE: WWTP#1 Emergency sewer repair
Date: Tuesday, February 28, 2023 6:28:02 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Gang,

I am in favor if Marilyn has approved the process and the vendor.

-Patrick

From: Kramm, Josh <krammj@ci.mount-dora.fl.us>
Sent: Monday, February 27, 2023 1:14 PM
To: Barton, Aneta <bartona@ci.mount-dora.fl.us>; Douglas, Marilyn <DouglasM@ci.mount-dora.fl.us>; Comiskey, Patrick <ComiskeyP@ci.mount-dora.fl.us>; Marek, George <marekg@ci.mount-dora.fl.us>
Subject: WWTP#1 Emergency sewer repair

Good Afternoon,

We had a pipe lining company come out to WWTP#1 to look at the section of damage main I sent the e mail out last week on. When they arrived on site the upstream manhole was backed up and not flowing when the collections crew tried to open it they just had dirt come back and almost had the cleaner head stuck. I don't see any option but to get RCM out to do the emergency repair we can't take the chance on this impacting the manhole in the plant and affecting all of the plant operations.

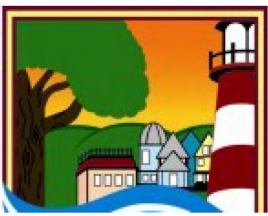
I attached the quote from RCM for the project.



Joshua P Kramm
Water / Waste Water Utility Line Manager

T: (352) 735-7151 Ext. 1828 (Office)
E: krammj@cityofmountdora.com (Email)

City of Mount Dora
900 North Donnelly Street
Mount Dora, FL 32757



CITY
MOU
DORA

ATTACHMENT #2
510 N Baker St
Mount Dora, Florida 32757
Phone: (352) 735-7176 Fax: (352) 735-1406
Email: purchasing@cityofmountdora.com

PURCHASE ORDER

NO.: 23-00598
DATE: 04/03/23
VENDOR NO.: 100032

Issued To:

EMERALD TRANSFORMER INC.
4509 STATE HWY 83
DEFUNIAK SPRINGS FL 32433

Ship To:

ELECTRIC INVENTORY
SHAWN VAN SCOY
1501 ROBIE AVENUE
Mount Dora, FL 32757

PO Description: EMERGENCY ORDER - TRANSFORMERS - OAKS DORA LANDINGS

Quantity	Unit	Description	Unit Cost	Amount
3	EA	TRX: PAD- 25 KVA 1-PH [120/240]	\$6,541.26	\$19,623.77
		285-084-00003		
		410-0000-141.00-01		

TOTAL: \$19,623.77

Notes: PRICING BASED FROM QUOTE RECEIVED VIA STEVE RICKE, EMERALD TRANSFORMER - SALES REPRESENTATIVE

SHIPPING COST WAS FACTORED AND CALCULATED INTO THE UNIT PRICING TO CAPTURE TOTAL COST, BRINGING THE L PRICE TO \$6,541.25666 PER UNIT X 3 UNITS = \$19,623.77.

QUOTE AS PROVIDED HAD \$5,700.00 PER UNIT X 3 UNITS WITH A SEPARATE LINE FOR SHIPPING COST AT 1 UNIT OF \$252 TOTAL AMOUNT OF QUOTE BEING \$19,623.77

LINE 1: STOCK SINGLE PHASE PADMOUNT 25 KVA
CODE: SFSRCPD1P25
HV: 12470GRDY/7200 (95 KV BIL)
LV: 240/120 (30 KV BIL)
65 DEGREE C RISE, 60 HERTZ
ANSI TYPE 2
NO TAPS
LOOP FEED
(2)DEAD FRONT WELLS & 15 KV INSERTS
(3)4 HOLE SPADE
BAYONET FUSING
NON-PCB MINERAL OIL (ONAN)
- PRESSURE RELIEF VALVE

The Purchase Order Number MUST appear on all Packing Slips and Invoices.

The City is Tax Exempt Unless Otherwise Represented Above.

FL TAX # 85-8012621644C-3

FED ID # 59-6000380

The City reserves the right to amend, change or cancel this Purchase Order or any part thereof without recourse from the vendor shown. This Purchase Order is void 180 days after the listed delivery date above unless extended by written permission of the City.


 Authorized Signature



CITY OF MOUNT DORA

Electric Utility Department
900 N. Donnelly St.
Mount Dora, FL 32757
352-735-7151
Fax: 352-735-1539

DATE: ~~March~~
~~April~~ 29, 2023

TO: Patrick Comiskey - City Manager

FROM: Steve Langley - Electric Utility Director

Through: Wayne Zimmerman - Deputy Electric Utility Director

RE: Emergency Purchase Request
Electric Utility Distribution Transformers

This request is for issue of emergency purchase order for Electric Utility Distribution Transformers to Emerald Transformer. Transformers are used to provide the customers of Mount Dora electrical power in a safe and reliable manner. Reserve inventory of these devices is critical to restore power in the event of inadvertent failure, physical, or weather related damage. Per the Purchasing Policy, emergency purchases are allowed if there is a threat to the public welfare. Without this purchase, there is definitely that threat as these transformers are needed to restore power in the event of a failure and allow underground projects to continue as planned.

Gresco Utility Supply, and transformer manufacturer, ERMCO along with other manufacturers continue to be severely impacted by supply chain disruptions. Availability of single-phase pad mounts used for new residential development has been extremely limited.

City warehouse and electric staff have identified that Emerald Transformer has entered into the new transformer manufacturing business and producing a new single phase transformer with equivalent equipment specification. This request is to purchase three (3) transformers with immediate priority for two (2) units at the Oaks of Dora Landing development, and one (1) to replenish stock and planned 2023 projects.

Approved:

Steven G. Langley
Digitally signed by
Steven G. Langley
Date: 2023.03.30
11:22:26 -04'00'

Steven G; Langley
Electric Utility Director


Patrick Comiskey
City Manager

Attachments:

- a. Emerald Transformer Quotation



Quote Number: 00002988

Date: 3/27/2023

Dear Wayne,

Thank you for considering Emerald Transformer for your oil-filled electrical equipment service needs. Emerald Transformer offers you a broad spectrum of services for transformers, regulators, reclosers, control panels and other ancillary equipment. With our five fully approved PCB commercial storage facilities, we are prepared to dispose of PCB contaminated equipment and remove PCB's from contaminated oil. With over fifty years of experience and a nationwide presence, Emerald Transformer is the most comprehensive and experienced choice for electrical equipment service needs.

Our services include:

- Transformer, Regulator, and Recloser Refurbishment and Repair
- Oil-filled Electrical Equipment Sales
- Transformer Equipment Decommissioning
- PCB Disposal
- Oil Processing and Laboratory Analysis
- Transformer and Equipment Parts
- Field Decommissioning
- Field Technical Services

We appreciate your consideration for this opportunity. If you have any questions regarding this proposal, please contact me at .

Sincerely,

Steve Ricke
sricke@emeraldtransformer.com
Sales & Business Development Representative

**Bill To:**

Wayne Zimmerman
zimmermanw@cityofmoundora.com
City of Mount Dora
PO Box 176
Mount Dora, FL 32756-0176

Ship To:

City of Mount Dora
900 North Donnelly Street
Mount Dora, FL 32756-0176

Product Name	Code	Sale Price	Quantity	Total Price
Stock Single Phase Padmount 25 KVA	SFSRCPD1P25	5700.00	3.00	17100.00

HV: 12470GRDY/7200 (95 KV BIL)

LV: 240/120 (30 KV BIL)

65 Degree C Rise, 60 Hertz

ANSI Type 2

No Taps

Loop Feed

(2)Dead Front Wells & 15 kV Inserts

(3)4 Hole Spade

Bayonet Fusing

Non-PCB Mineral Oil (ONAN)

- Pressure Relief Valve

Transportation	Per Trip	2523.77	1.00	2523.77
----------------	----------	---------	------	---------

Please note, due to the volatility in the market freight rates are not guaranteed. The rate provided in an estimate, and actual freight will be determined at the time of shipment.

Grand Total: \$19,624

Sales Tax: Taxes will be added for product delivered to or picked up by customers unless a tax exempt or resale certificate is provided with purchase order.

FOB: Destination | Shipping & Handling: Additional | Shipment: 10-12 Weeks ARO |
Warranty: 5 Years

7850 Collin McKinney Pkwy, Suite 200 | McKinney, TX 75070 | 800.908.8800 phone |
www.emeraldtransformer.com



GENERAL CONDITIONS AND PROJECT ASSUMPTIONS

Except where superseded by an existing agreement, the following terms and conditions apply to this quoted business:

- Emerald Transformer guarantees rates are firm for 30 days.
- Transportation costs, unless listed as a separate item, are included in repair pricing at current market prices. A variable Energy and Security Recovery Fee (that fluctuates with the DOE national average diesel price), will be applied to the total invoice.
- Due to volatility in the market, freight rates are not guaranteed. The rate provided is an estimate and actual freight will be determined at time of shipment. Pricing for disposal of transformers is based on all the internal components being in place when Emerald Transformer receives the unit.
- If the customer cancels an order, the customer may incur cancellation and restocking fees. If the customer cancels a scheduled pickup with less than 48 hours' notice, the customer may incur cancellation and restocking fees.
- Where modifications to the original transformer specifications become necessary, Emerald Transformer will obtain customer authorization for such modifications and a revised quoted price to fulfill order.
- Standard transformer repair pricing includes initial evaluation, new gaskets; PRV's, new mineral oil, paint and decals per customer specifications. Additional Parts not covered under the repair details will be priced on a case-by-case basis.
- If the customer decides not to proceed with repair estimates, the units will be scrapped at no charge and no scrap payback due to labor and materials used in evaluation and estimate process.
- Pricing, unless otherwise reflected, does not include transportation or offloading fees at the customer site. All rigging and removal from the truck/trailer is the responsibility of the customer. The customer is also responsible for loading the truck/ trailer when returning equipment.
- All units not nameplated as "Non-PCB" or not having current testing data (within 1 year) will incur a standard testing fee charge of \$30.00 per unit.
- Emerald Transformer standard credit terms are Net 30 days.
- Interest will be charged at 1.5% per month or the maximum allowable by law for all past due amounts.
- This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions which are reflective of the work contemplated and an equitable distribution of the risks involved therein. If such an agreement cannot be reached, Emerald Transformer reserves the right to decline to enter into such an agreement without prejudice or penalty.
- Units quoted are subject to prior sale



For order processing to proceed we ask that you acknowledge the quotation with a signature and provide the appropriate purchase order number.

Signed: _____

Date: _____

Purchase Order Number: _____



STANDARD LIMITED WARRANTY

Standard Limited Warranty: Subject to the limitations set forth herein, Emerald Transformer warrants that all equipment, of any make or type, that has been serviced by an Emerald Transformer facility and that has been in normal use and undergone normal service ("Covered Equipment"), will be free from defects in material (excluding customer supplied materials) and workmanship for a period of five (5) years from the date of delivery of the equipment by Emerald Transformer to the customer (the "Warranty").

Upon receipt of a warranty claim with respect to Covered Equipment, Emerald Transformer will perform a warranty analysis to determine whether the cause of the Covered Equipment's failure is covered under the terms of this Warranty. Emerald Transformer is not responsible for any repairs to or alterations of the Covered Equipment made by anyone other than Emerald Transformer without a specific written authorization from Emerald Transformer. If requested by Emerald Transformer, the customer shall promptly return the Covered Equipment to Emerald Transformer, freight prepaid, prior to any warranty analysis or attempted repair of the Covered Equipment. Emerald Transformer is not responsible for loss of or damage to the Covered Equipment in transit. Emerald Transformer's obligations under this Warranty are limited to, at its sole option, replacing, repairing or refunding the total amount paid by the customer to Emerald Transformer in connection with the Covered Equipment confirmed to be defective and covered under the terms of this Warranty by Emerald Transformer. Emerald Transformer is not responsible for replacing any paint or finish on the Covered Equipment that did not originate from an Emerald Transformer facility.

Notwithstanding anything to the contrary herein, this Warranty does not apply to damage to the Covered Equipment caused by:

- a. Acts of God, including, but not limited to, lightning, tornadoes, hurricanes, floods, or other natural occurrences;
- b. normal wear and tear, abnormal conditions of use, improper installation or maintenance, accident, neglect or misuse; or
- c. the supply of defective parts by, or improper repairs made by, anyone other than Emerald Transformer without a specific written authorization from Emerald Transformer.

Liability Limitations: THIS WARRANTY IS THE SOLE WARRANTY PROVIDED BY EMERALD TRANSFORMER. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY SPECIFICALLY EXCLUDED.

NO EMPLOYEE, AGENT OR DISTRIBUTOR OF EMERALD TRANSFORMER HAS ANY AUTHORITY, EXPRESSED OR IMPLIED, TO CHANGE OR EXPAND THE TERMS OF THIS WARRANTY, OR TO BIND EMERALD TRANSFORMER TO ANY WARRANTY TERMS OTHER THAN THE TERMS SPECIFICALLY SET FORTH HEREIN.

THIS WARRANTY MAY BE ASSERTED ONLY BY THE CUSTOMER, AND NOT BY THE CUSTOMER'S CUSTOMERS OR THIRD PARTIES. UNDER NO CIRCUMSTANCES SHALL EMERALD TRANSFORMER BE LIABLE FOR LIQUIDATED DAMAGES OR FOR COLLATERAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR FOR LOSS OF PROFITS, OR FOR ACTUAL LOSSES OR FOR LOSS OF PRODUCTION OR PROGRESS OF CONSTRUCTION. THE AGGREGATE TOTAL LIABILITY OF EMERALD TRANSFORMER IN CONNECTION WITH THE PERFORMANCE OF THIS WARRANTY SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER TO EMERALD TRANSFORMER IN CONNECTION WITH THE COVERED EQUIPMENT.

REV AUG 2020 TWR

VanScoy, Shawn

From: Comiskey, Patrick
Sent: Friday, March 31, 2023 12:03 PM
To: Langley, Steve
Cc: Douglas, Marilyn; VanScoy, Shawn; Lovern, Merry
Subject: RE: Distribution Padmounted Transformers
Attachments: Electric Utility Emergency Purchase Request.pdf

From: Langley, Steve <LangleyS@ci.mount-dora.fl.us>
Sent: Thursday, March 30, 2023 11:37 AM
To: Comiskey, Patrick <ComiskeyP@ci.mount-dora.fl.us>
Cc: Douglas, Marilyn <DouglasM@ci.mount-dora.fl.us>; VanScoy, Shawn <VanScoyS@ci.mount-dora.fl.us>; Lovern, Merry <LovernM@ci.mount-dora.fl.us>
Subject: Distribution Padmounted Transformers

As you know we continue to have supply chain issues when purchasing transformers. While we have a contract with GRESCO, they are not able to meet our needs and bidding them has deliveries out a year . We have identified a new manufacturer that we would like to try. Also, we are in dire need of two single phase transformers for Dora Landing Oaks which will be needed very soon and one to maintain our stock in the event of a failure. Please approve this purchase for a total cost of \$19,624 under the emergency purchasing policy.



Steven G. Langley
Electric Utility Director

T: (352) 735-7155 Ext. 1815
M: (352) 638-8298
E: langleys@cityofmountdora.com

City of Mount Dora
900 N Donnelly St.
Mount Dora, FL 32757



CITY
MOUNT
DORA

ATTACHMENT #3
510 N Baker St
Mount Dora, Florida 32757
Phone:(352) 735-7176 Fax: (352) 735-1406
Email: purchasing@cityofmoundora.com

PURCHASE ORDER
NO.: 23-00624
DATE: 04/24/23
VENDOR NO.: 102182

Issued To:

AMERICAN WATER SEWER AND DRAIN LLC
825 8TH STREET
VERO BEACH FL 32962

Ship To:

WATER DISTRIBUTION
LEY VEDDER
1501 ROBIE AVENUE
Mount Dora, FL 32757

PO Description: LINING 3 SECTIONS SEWER PIPE ON CALGARY LN -AMHERST TO STRATFORD LN

Quantity	Unit	Description	Unit Cost	Amount
1	EA	LINING SEWER PIPE CALGARY LANE	\$66,555.00	\$66,555.00

421-1950-536.46-01

TOTAL: \$66,555.00

Notes:

The Purchase Order Number MUST appear on all Packing Slips and Invoices.

The City is Tax Exempt Unless Otherwise Represented Above.

FL TAX # 85-8012621644C-3

FED ID # 59-6000380

The City reserves the right to amend, change or cancel this Purchase Order or any part thereof without recourse from the vendor shown. This Purchase Order is void 180 days after the listed delivery date above unless extended by written permission of the City.


Authorized Signature

Kramm, Josh

From: Barton, Aneta
Sent: Monday, April 3, 2023 8:41 AM
To: Douglas, Marilyn; Comiskey, Patrick; Kramm, Josh
Cc: Marek, George; Lovern, Merry; Meade, Rita
Subject: RE: Village Grove lining project quotes

Let's issue PO asap and get this show on the road.
Thanks



Aneta S. Barton Budget Director

T: (352) 735-7100 Ext.1204
E: bartona@cityofmountdora.com

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

From: Douglas, Marilyn <DouglasM@ci.mount-dora.fl.us>
Sent: Monday, April 3, 2023 8:27 AM
To: Comiskey, Patrick <ComiskeyP@ci.mount-dora.fl.us>; Kramm, Josh <krammj@ci.mount-dora.fl.us>
Cc: Barton, Aneta <bartona@ci.mount-dora.fl.us>; Marek, George <marekg@ci.mount-dora.fl.us>; Lovern, Merry <LovernM@ci.mount-dora.fl.us>; Meade, Rita <MeadeR@ci.mount-dora.fl.us>
Subject: RE: Village Grove lining project quotes

I have no concerns with this work as an emergency need. We can get the PO processed while the contractor starts work. Then we will be ready to pay them once it is all completed. Unless Rita and Aneta choose to okay direct pay.

From: Comiskey, Patrick <ComiskeyP@ci.mount-dora.fl.us>
Sent: Sunday, April 2, 2023 7:53 PM
To: Kramm, Josh <krammj@ci.mount-dora.fl.us>
Cc: Barton, Aneta <bartona@ci.mount-dora.fl.us>; Marek, George <marekg@ci.mount-dora.fl.us>; Douglas, Marilyn <DouglasM@ci.mount-dora.fl.us>; Lovern, Merry <LovernM@ci.mount-dora.fl.us>
Subject: Re: Village Grove lining project quotes

Approved, if okay with Marilyn and Aneta.
Please proceed as Marilyn and Aneta approve so we can get this job completed with as much speed as possible.
Thank you for bringing this to my attention.
-Patrick

Sent from my iPad

Good Morning,

Patrick, We have some depressions forming and one site of visible I&I this is a notorious wet site so we probably have more I&I with the other depressions. We have two quotes(attached) for the lining of the three sections they are \$405.00 difference but the cheaper does not have bypass pumping included if needed that would add \$5,500.00 as well they want use to operate our vac truck for completion of the project. Due to the size of the project we couldn't get a 3rd quote.

Marilyn is looking into a possible piggy back quote with Volusia county but we have depressions forming so I would like to proceed as an emergency before we are replacing the sewer main.

Can I get your approval to proceed with the lining?

Joshua P Kramm

Water / Waste Water Utility Line Manager

T: (352) 735-7151 Ext. 1828 (Office)

E: krammj@cityofmounddora.com (Email)

City of Mount Dora
900 North Donnelly Street
Mount Dora, FL 32757

From: Barton, Aneta <bartona@ci.mount-dora.fl.us>

Sent: Monday, March 27, 2023 2:01 PM

To: Kramm, Josh <krammj@ci.mount-dora.fl.us>; Douglas, Marilyn <DouglasM@ci.mount-dora.fl.us>; Marek, George <marekg@ci.mount-dora.fl.us>; Comiskey, Patrick <ComiskeyP@ci.mount-dora.fl.us>

Cc: Millikin, William <MillikinW@ci.mount-dora.fl.us>; Vedder, Ley <vedderl@ci.mount-dora.fl.us>

Subject: RE: Village Grove lining project quotes

Josh,

Marilyn is our sick.

You can go ahead with the AWSD since they cover the all possible scenario and we may need to use City equipment for other things.

Since this is Emergency PO we need Patrick to approve. When we get his OK you can enter PO with this two quotes and the email approval and I will get it thru ASAP.

Thank you

Aneta S. Barton

Budget Director

T: (352) 735-7100 Ext.1204

E: bartona@cityofmounddora.com

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

From: Kramm, Josh <krammj@ci.mount-dora.fl.us>
Sent: Monday, March 27, 2023 1:54 PM
To: Douglas, Marilyn <DouglasM@ci.mount-dora.fl.us>; Barton, Aneta <bartona@ci.mount-dora.fl.us>; Marek, George <marekg@ci.mount-dora.fl.us>; Comiskey, Patrick <ComiskeyP@ci.mount-dora.fl.us>
Cc: Millikin, William <MillikinW@ci.mount-dora.fl.us>; Vedder, Ley <vedderl@ci.mount-dora.fl.us>
Subject: FW: Village Grove lining project quotes

Good Afternoon,

We have 3 runs of Sanitary sewer pipe in Village Grove off of Eudora Rd that have some depression forming and so I&I infiltration Bill has to Bids he was not able to get a third the market is busy and it's a small project.

Looking at the bids we are within \$405.00 of each other YPOXI says if bypass pumping is needed its \$5,500.00 and use of city vac truck. AWS D has bypass pumping figured in and as needed also they show de-tuberculation of section of cast iron pipe in the main YPOXI doesn't have that in the quote.

My feeling is to go with AWS D yes its \$405.00 more but if bypass pumping is needed and the use of the city vac truck that increases the price and puts city staff in the project and ties up equipment and personnel and now makes it the more expensive option. This is a rush project I don't want more roadway damage and possible sewer main failure so I would like to push it thru as an emergency.

Your thoughts Marilyn

Joshua P Kramm
Water / Waste Water Utility Line Manager

T: (352) 735-7151 Ext. 1828 (Office)
E: krammj@cityofmoundora.com (Email)

City of Mount Dora
900 North Donnelly Street
Mount Dora, FL 32757

From: Millikin, William <MillikinW@ci.mount-dora.fl.us>
Sent: Thursday, March 2, 2023 12:44 PM
To: Kramm, Josh <krammj@ci.mount-dora.fl.us>
Subject: Village Grove lining project quotes

Here are both of the quotes that I could get the quote prices are really close.



YPOXI, INC.
6205 Johns Road
Suite 11
Tampa FL 33634
(844) 976-9448

BILL TO

City of Mt Dora
2099 James P Snell Drive
Mount Dora, FL 32757 USA

ESTIMATE
70756065

ESTIMATE DATE
Feb 28, 2023

JOB ADDRESS

City of Mt Dora
2099 James P Snell Drive
Mount Dora, FL 32757 USA

Job: 70758540

Technician: Bradley Kalis

ESTIMATE DETAILS

CIPP / Liner Installation Services: General summary description:

- Install (3) consecutive sections of 8" UV BL Liner through clay and small section of cast iron pipe from manhole to manhole located in a residential neighborhood.
- The location of the manholes is favorable for simple non-dot permitted basic single lane traffic maintenance using

Section 1 - Install 308' of Blue Light UV activated resins from manhole to manhole. (3) Lateral reinstatements

Section 2 - Install 272' of Blue Light UV activated resins from manhole to manhole. (2) Lateral reinstatements

Section 3 - Install 155' of Blue Light UV activated resins from manhole to manhole. (2) Lateral reinstatements

- Initial site visit to clean, prep and flush each section.
- Hard measurement for each section will be taken.
- The liner prep and wet out will be performed at the Ypoxi office wet out facility.
- The sections will be lined on day 3,4 and 5 if applicable.
- Each section will be plugged, and liner installed using the City of Mt. Dora Vac-con truck as a by-pass system (See pump by-pass notes below)

If Applicable:

Bypass pumps and lay flat hoses are not included cost (if applicable the cost would be \$5500.00/ week for all by-pass equipment)

Customer notes per email:

Location of 8" clay gravity sewer main to be lined.
Calgary LN. from Amherst LN. to Stratford LN. three runs
1st section about 308' with 3 laterals
2nd section about 272' with 2 laterals
3rd section about 155' with 2 laterals
I believe that the laterals are all 6"

There is a portion of the 1st section of the main that is cast not sure how long it is, the video inspection was unclear due to standing water.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
CIPP-A18INCH	Installation of 8 inch CIPP using air inversion process.	735.00	\$90.00	\$66,150.00
CIPP-Warranty	All cured in place pipe (CIPP) installed by Tampa Bay Plumbers has a 10/50 life expectancy. This warranty covers all lined pipe for 10 years labor and material warranty, and a 50 year material only warranty.	0.00	\$0.00	\$0.00

SUB-TOTAL	\$66,150.00
TAX	\$0.00
TOTAL	\$66,150.00
EST. FINANCING	\$767.34

CUSTOMER AUTHORIZATION

SUGGESTED REVISION

YPOXI, INC. proposes to furnish all labor, materials, and equipment necessary to complete the above-described scope of work. All proposals provided by YPOXI, INC. are intended as good faith estimates which detail a specific scope of work to be performed at the location described above and is based on our professional evaluation of the project, should circumstances outside of the control of YPOXI, INC are revealed once work commences our project manager will immediately inform you of the circumstances such as collapsed or disintegrated pipes which could change the final total cost of the project. In the unlikely event of a floor break we will not be responsible for replacing flooring, tile, trim, drywall, cabinetry, painting, our cosmetic work to the home or business.

A 50% deposit is required at the time of contract unless you're using our GreenSky finance then 30% down would be collected. As all work is scheduled in advance, contract cancellation has a material effect on our operations which will result in a cancellation fee equal to 20% of the job total being retained by YPOXI, INC. as liquidated damages.

I agree to the terms outlined above and authorize YPOXI, INC. to proceed as described and agree to pay the full amount for all work performed.

Sign here

Date



American Water Sewer and Drain, LLC
825 8th Street
Vero Beach FL 32962
(772) 492-9340 Phone
zach@awsdus.com

To: CITY OF MOUNT DORA	Contact:
Address: MOUNT DORA	Phone:
	Fax:
Project Name: CALGARY LN FROM AMHERST TO STRATFORD LN	Bid Number:
Project Location:	Bid Date:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	MOBILIZATION	1.00	LS	\$10,775.00	\$10,775.00
2	SEWER BYPASS (PER DAY IF NEEDED)	1.00	DY	\$1,050.00	\$1,050.00
3	CLEAN AND CCTV (1ST SECTION)	308.00	LF	\$12.00	\$3,696.00
4	CLEAN AND CCTV (2ND SECTION)	272.00	LF	\$12.00	\$3,264.00
5	CLEAN AND CCTV (3RD SECTION)	155.00	LF	\$12.00	\$1,860.00
6	DETUBERCULATION (CAST SECTION)	20.00	LF	\$67.50	\$1,350.00
7	MAINTENANCE OF TRAFFIC (IF NEEDED PER DAY)	1.00	DY	\$1,650.00	\$1,650.00
8	8" CIPP 6 MM (1ST SECTION)	308.00	LF	\$49.00	\$15,092.00
9	8" CIPP 6 MM (2ND SECTION)	272.00	LF	\$49.00	\$13,328.00
10	8" CIPP 6 MM (3RD SECTION)	155.00	LF	\$49.00	\$7,595.00
11	REINSTATE LATERALS	7.00	EACH	\$985.00	\$6,895.00

Total Bid Price: \$66,555.00

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

American Water Sewer and Drain, LLC

Authorized Signature: _____

Estimator: _____



CITY
MOUNT
DORA

510 N Baker St
Mount Dora, Florida 32757
Phone: (352) 735-7176 Fax: (352) 735-1406
Email: purchasing@cityofmoundora.com

PURCHASE ORDER

NO.: 23-00628
DATE: 04/27/23
VENDOR NO.: 009994

Issued To:

Ship To:

JIM FAULKNER
DIRECTOR OF INFORMATION TECH
BASEMENT
605 MARKET STREET
Mount Dora, FL 32757

PO Description:

Quantity	Unit	Description	Unit Cost	Amount
		Redacted per FS 119.0725	\$92,040.00	\$92,040.00

425-5555-580.63-01-IT1812

TOTAL: \$92,040.00

Notes:

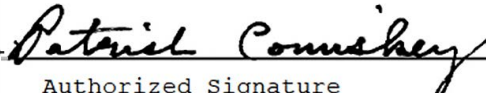
The Purchase Order Number MUST appear on all Packing Slips and Invoices.

The City is Tax Exempt Unless Otherwise Represented Above.

FL TAX # 85-8012621644C-3

FED ID # 59-6000380

The City reserves the right to amend, change or cancel this Purchase Order or any part thereof without recourse from the vendor shown. This Purchase Order is void 180 days after the listed delivery date above unless extended by written permission of the City.


Authorized Signature



**CITY OF
MOUNT
DORA**

Redacted per FS 119.0725

INFORMATION TECHNOLOGY

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.cityofmountdora.com

MEMO

April 27, 2023

TO: Patrick Comiskey, City Manager
FROM: Jim Faulkner, Director, Information Technology
SUBJECT: Emergency Installation of Fiber between WWTP2 and WTP2

Per our discussions with George Marek and James Klein,
in place between the WWTP2 and WTP2 has failed. The
engineers with have been unsuccessful in restoring the
communications. We have replaced several parts of the system without success.
The communications have been down for over a month at this point.

The best solution for us to restore communications between the plants and the
is to install

between the plants. The quoted total cost to implement this emergency
install is \$92,040. Purchasing has asked to provide your signature to authorize the
purchase order to have the work performed.

Jim Faulkner
Director, Information Technology

Signature for Authorization

April 27, 2023
Date

Patrick C. Comiskey
Patrick Comiskey

Redacted per FS 119.0725

\$810.00
\$2,550.00
\$7,650.00
\$5,100.00
\$4,250.00
\$14,800.00
\$800.00
\$180.00
\$9,500.00

\$6,900.00
\$9,200.00
\$2,250.00
\$2,640.00
\$18,360.00
\$2,325.00
\$3,725.00
\$350.00
\$650.00
\$92,040.00

\$92,040.00

S.

rmats.

asurements for
VARD COUNTY,

Redacted per FS 119.0725

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Authorized Signature: _____

Estimator: RA