



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

Mount Dora City Council
Mount Dora City Hall Board Room
510 North Baker Street, Mount Dora, Florida 32757
September 7, 2023, 6:15 PM

3rd REVISED AGENDA

*(Revised 8/31/23 to add Board Appointment, 9/1/23 to add Action Items 1, 2 & 3,
and 9/6/23 to adjust the memo for Resolution No. 2023-36, Tentative Millage Rate)*

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Mount Dora Fun Fact
2. Leukodystrophy Awareness Month Proclamation
3. Presentation by Mount Dora Friends of the Environment President Elect, Marc Vaughn-Results of Aerial Treetop Drone Survey on Old Town City Right of Ways (As a Partial Update to the 2017 Tree Study): Where to Plant and What Are the Best Tree Types.

5

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 APPOINTMENT

1. Appointment to the Mount Dora Community Trust Distribution Committee **4.1**

CONSENT AGENDA

1. Request Approval of Agreement with Graham Media Group, Orlando, Inc. (News 6 WKMG-TV Orlando) for Live WebCam Sponsorship **6**
2. Request Authorization to purchase Substation Medium Voltage Breaker from ABB, Inc., in accordance with the Cooperative Purchase Agreement dated May 17, 2023 **19**
3. Request Authorization for Repair of Caterpillar Backhoe by Ring Power Corporation. **35**
4. Request Approval of the Agreement Between the City of Mount Dora and the Florida Department of State for the General Program Support Grant **41**
5. Request Approval of Designation of Acting City Manager for Future Leave **65**
6. Request Approval of Meeting Minutes **68**
 - August 1, 2023 Regular Session Minutes
 - August 15, 2023 Regular Session Minutes

ACTION ITEMS

1. Interviews with Proposing Firms under RLOI# 23-GS-016 City Attorney Services
2. City Council Approval of Award and Authority to Negotiate Contract with Selected Firm under RLOI# 23-GS-016 City Attorney Services
3. Discussion of Status of Resolution No. 2023-32, Safe Place Initiative

PUBLIC HEARINGS

1. Request Second-First Reading of **Ordinance No. 2023-11**, Land Development Code Amendment **114**
2. Request approval of First Reading of **Ordinance No. 2023-13**, Annexation for the City of Mount Dora Niles Road (19.97 Acres) **135**
3. Request Single Reading (Final) and Adoption of **Ordinance No. 2023-14**, Small-Scale Future Land Use Map Amendment for City of Mount Dora Niles Road (19.97Acres). **175**
4. Request approval of First Reading of **Ordinance No. 2023-15**, Change in Zoning for City of Mount Dora Niles Road (19.97 Acres) **222**
5. Request Adoption of **Resolution No. 2023-28**, Final Fire Assessment Rate **241**
6. Request Adoption of **Resolution No. 2023-33**, Adjustment of the Electric Base Rate and Power Cost Charge **255**
7. Request Adoption of **Resolution No. 2023-36**, Tentative Millage Rate **263**
8. Request Adoption of **Resolution No. 2023-37**, Tentative Budget for Fiscal Year 2023-2024 **267**

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

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

FUTURE MEETING DATES

- Thursday, September 21, 2023, 6:00 PM, Regular Session
- Tuesday, October 3, 2023, 6:00 PM, Regular Session
- Tuesday, October 17, 2023, 6:00 PM, Regular Session
- Tuesday, November 7, 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.



821 N. Donnelly Street
Mount Dora, FL 32757
(352) 383 - 2150
www.MDCTrust.org

The gifts of today make possible the dreams of tomorrow.

August 17, 2023

The Honorable Crissy Stile
Mayor of Mount Dora
510 Baker Street
Mount Dora, FL 32757

RE: Reminder: Mount Dora Community Trust - Distribution Committee Appointment

Dear Mayor Stile:

As you may be aware, one of the positions on the Distribution Committee of the Mount Dora Community Trust is for a representative from the City of Mount Dora, either the mayor or a member of the City Council. The position is available each year for an appointment of your discretion.

Please advise our office of the name, address, and phone number of the elected member no later than September 15th, 2023. The Committee usually meets three times a year, in January, May, and September, or more often if necessary. The next meeting will be held Thursday, September 21, 2023.

The Mount Dora Community Trust benefits local charitable groups and projects. The fund has continued to grow considerably over recent years and offers tremendous opportunities for our community.

We will provide all the necessary information and documents in order to acquaint any new representative from the city (whether it be you or another individual appointed) with the Trust and its activities. The current members and their affiliations are as follows:

Rob English, Executive Director
Sarah Herrick, Programs Director
Tabitha Moore, Community Impact Coordinator
Kim Delvernois, Administrative Assistant
Bobby Rowe, Mount Dora Ministerial Association
Edee Robinson, The First National Bank of Mount Dora
Bill Brooks, Mount Dora Rotary Club
Kim Stewart, Mount Dora Chamber of Commerce

If you have any questions, please feel free to contact our office at 352-383-2150.

Sincerely,

Rob English
Executive Director

RE:tm



PROCLAMATION

WHEREAS, there are over 40 types of leukodystrophies, all of which severely impact the physical abilities, mental capacity, and quality of life for thousands of Americans every year; and

WHEREAS, the group of diseases known as leukodystrophies destroy the central nervous system by disrupting the growth and maintenance of myelin, a sheath that insulates nerve cells, and destroy the white matter in the brain, causing loss of normal function; and

WHEREAS, Metachromatic Leukodystrophy, or MLD, is a rare and fatal genetic disorder in which the accumulation of fats called sulfatides in the brain result in progressive destruction of white matter of the brain and nervous system; and

WHEREAS, MLD and a different form of leukodystrophy known as Krabbe are estimated to be found in 1 in 100,000 births in the United States, and the leukodystrophy called ALD is estimated to be in 1 in 21,000 male births in the United States; and

WHEREAS, in its most severe and common form, MLD causes children to lose the ability to walk, talk, and interact with the world around them; fifty percent of children who experience the most severe form of the disease will not live past five years of disease onset; and

WHEREAS, newborn screening and early diagnostic measures are important to ensure that leukodystrophy families have an opportunity for timely diagnosis and guidance from a healthcare professional; and

WHEREAS, improved awareness and education around leukodystrophies will increase parental awareness of the importance of newborn screenings for leukodystrophies;

WHEREAS, institutions of stature continue researching many forms of leukodystrophy. looking for breakthroughs that may lead to a cure; and

WHEREAS, there is a lot that can be done to make life more positive for a person with leukodystrophy and their family, and having a network of support helps tremendously to get through the hard times.

NOW, THEREFORE, I, Crissy Stile, as Mayor of the City of Mount Dora, do hereby recognize September 2023 as Leukodystrophy Awareness Month in the City of Mount Dora and recommend its observance to all citizens.

Crissy Stile, Mayor



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

DATE: September 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Agreement with Graham Media Group, Orlando, Inc.
(News 6 WKMG-TV Orlando) for Live WebCam Sponsorship

Introduction:

This is a request for City Council to approve an Agreement with Graham Media Group, Orlando, Inc. (News 6 WKMG-TV Orlando) for a Live WebCam Sponsorship.

Discussion:

In an effort to promote tourism, staff has partnered with News 6 to feature the City of Mount Dora during their noon newscast. This sponsorship package includes:

On Air

Monday - Friday during the noon newscast, the station will :

- Run a :05 second live billboard stating "this segment is brought to you by the City Mount Dora..."
- Cut to the City of Mount Dora downtown webcam for live footage and include the City's logo

Digital

- Mount Dora logo inclusion on noon camera channel on ClickOrlando.com
- Ad Placement on noon camera page on ClickOrlando.com
- 15,000 livestream video ad impressions on ClickOrlando.com per month
- 25,000 video ad impressions on WKMG YouTube Channel per month
- 25,000 video pre-roll ad impressions on ClickOrlando.com per month
- One time Facebook promotion (they post the noon webcam on their Facebook page and tag the City of Mount Dora)

This sponsorship will run from September 11, 2023 through July 31, 2024.

Budget Impact:

\$40,200 is budgeted in GL# 001-1130-512.48-01 for the promotion of tourism.

Strategic Impact:

GOAL 1: Economic Development

Objective 1.4. Promote tourism by Enhancing Mount Dora as a Destination

Recommendation:

City Council approve Agreement with Graham Media Group, Orlando, Inc. (News 6 WKMG-TV Orlando).

Attachment(s):

1. Attachment #1 - Sponsorship Proposal
2. Attachment #2- Webcam Mock Up
3. City of Mount Dora News 6 Noon News Camera Sponsorship Agreement_signed

Prepared by: Misty Sommer, Director of Economic Development & Public Information

Reviewed by: Aneta Barton, Budget Director

Approved - 8/7/2023

Sherry Sutphen, City Attorney

Approved - 8/29/2023

Jeanann Hand, City Clerk

Approved - 8/29/2023

Patrick Comiskey, City Manager

Final Approval - 8/29/2023



ATTACHMENT #1

GETTING YOU RESULTS WITH NEWS 6 UNIQUE LIVE CAMS

CLICKORLANDO.com



LIVE CAMS TARGET THE MARKET

TV Households by County in the DMA + Demos

Geography	TV HH		P25 54		P2+	
BREVARD	256,600	15%	199,900	12%	589,600	14%
FLAGLER	46,200	3%	33,800	2%	113,800	3%
LAKE	149,200	9%	121,000	7%	364,500	9%
MARION	152,400	9%	109,000	7%	352,700	8%
ORANGE	515,200	30%	607,500	37%	1,349,500	32%
OSCEOLA	128,400	7%	160,100	10%	377,200	9%
SEMINOLE	187,100	11%	196,100	12%	465,100	11%
SUMTER	63,600	4%	16,700	1%	127,100	3%
VOLUSIA	232,700	13%	185,600	11%	453,600	12%
TOTAL DMA	1,731,400	100%	2,576,800	100%	3,684,400	100%

WKMG Cable Providers

Over-The-Air: 6.1

Spectrum: channel 6, HD 1060

AT&T U-Verse: channel 6, HD 1006

Comcast: channel 7/6, HD 43

Cox Cable of Ocala: channel 6, HD 1006

Summit Broadband: HD 6

Zito: channel 6, HD 909

WKMG Satellite Providers

DirecTV

Dish

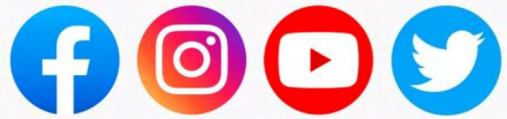
News 6 is accessible by
3.7 million people in the Central
Florida DMA



AND BEYOND...SO MUCH MORE THAN A TELEVISION STATION

Plus, more than **19.2 digital views** on ClickOrlando.com, mobile and streaming apps AND the WKMG YouTube channel.

Social Media



Mobile Apps



Website

CLICKORLANDO.COM

EKMG D.2



MVPDs

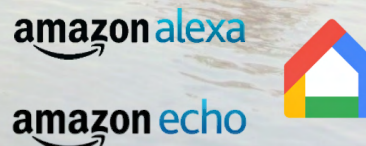
Multi-channel Video Programming Distributor



Smart TV App



Smart Speakers



Virtual MVPDs

Virtual Multi-channel Video Programming Distributor



dish COMCAST

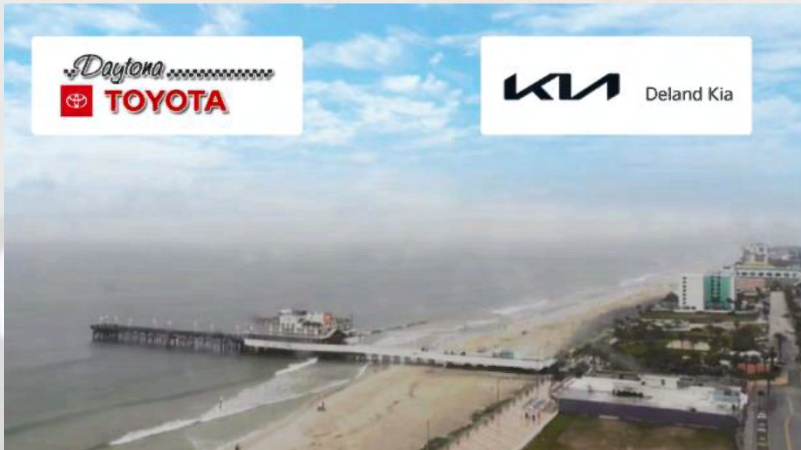
September 7, 2023 City Council Regular Session Agenda Packet

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THREE OF THE MOST POPULAR STREAMS ON NEWS 6+

Live Cams are like open windows to the world from your own screen

Daytona Beach Cam



7,800 plays per month

Downtown Orlando Cam



6,900 plays per month

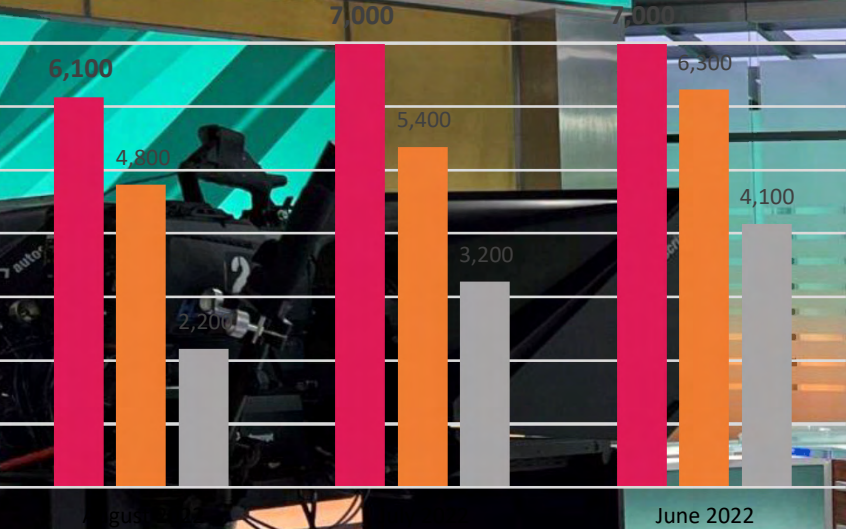
Port Canaveral Cam



8,300 plays per month

BE PART OF THE MOST WATCHED LUNCHTIME NEWSCAST

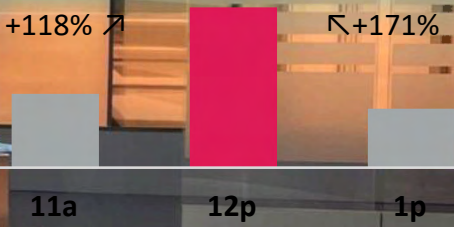
News 6 at Noon outperforms the market's noon newscasts by an average of 23% (vs. WFTV) and 110% (vs. WFSB) among A25-54.



Source: Nielsen, 2022 measurement periods, M-F Noon Newscasts



WKMG News 6 Livestream Viewing Increases at Noon



HOW TO READ: WKMG's noon livestream plays are 118% higher than 11a and 171% higher than 1p on web, streaming and mobile apps.



Secure naming rights with the #1 Branding opportunity in Central Florida, maximum daily exposure & exclusive sponsorship!

ON AIR – everyday Monday-Friday in the #1 Noon Newscast in Central Florida: News 6 Camera featuring a tranquil setting & view!!! Think CBS Sunday Morning endings, feel good departure!

➤ Brand mention and message weekdays in 12p news close:

- [Mount Dora] *we leave you this afternoon with this ...* [CUT TO LIVE MOUNT DORA CAM VIEW]
- Mount Dora Logo inclusion during the featured “LIVE View” footage each day
- 5x :05 Live Billboards will run each week M-F in the #1 Noon Newscast in Central Florida (Mount Dora mention)

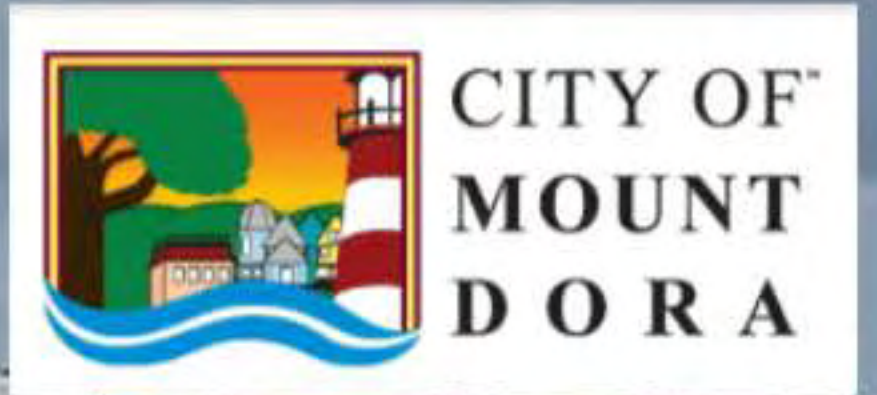
DIGITAL

- Mount Dora Logo inclusion on Noon Camera Channel on ClickOrlando.com
- 50% SOV Display Ad Placement on Noon Camera Page on ClickOrlando.com 300x600, 320x50, 970x250
- 15,000 Livestream video impressions on ClickOrlando.com per month
- 25,000 video impressions on WKMG YouTube Channel per month
- 25,000 video pre-roll impressions on ClickOrlando.com per month
- 1x Facebook promotions (we post Noon Camera on our Facebook page and tag YOU)

This will run August 31, 2023, through July 31, 2024

Annual Investment: \$40,200 NET
September 7, 2023 City Council Regular Session Agenda Packet
***12 Month Commitment**

LIVE



WKMG-TV & CITY OF MOUNT DORA SPONSORSHIP AGREEMENT

This Agreement is made effective as of the date of the latest signature below (“Effective Date”), by and between Graham Media Group, Orlando, Inc., d/b/a WKMG-TV Orlando, FL (“WKMG”), located at 4466 N. John Young Pkwy, Orlando FL, 32804, and City of Mount Dora ("Mount Dora"), located at 510 N. Baker Street, Mount Dora, FL 32757 (collectively, the “Parties”). The Parties have agreed that Mount Dora will be a paid sponsor of the WKMG News 6 Noon News (“Broadcast”) live camera segment subject to the terms of this Agreement (collectively, the “Sponsorship”).

1. SPONSORSHIP. WKMG Obligations.

Subject to Mount Dora’s Sponsorship obligations, during the Term, WKMG shall provide Mount Dora with the following in connection with the Sponsorship:

- a. Air the Feed displaying Mount Dora’s logo (“Branded Feed”) at the conclusion of each Broadcast, Monday through Friday;
- b. Stream the Branded Feed on a designated sub-channel (“Streaming Sub-Channel”) within WKMG’s News6+ streaming channel (“Streaming Channel”);
- c. Stream the Branded Feed at a designated sub-domain (“Digital Page”) of WKMG’s ClickOrlando.com website (“Website”);
- d. 50% SOV of all ad units (Display & Pre-roll) for Mount Dora Ads on the Digital Page;
- e. 15,000 Mount Dora Ad impressions each month on live streamed Broadcasts on the Streaming Channel;
- f. 25,000 Mount Dora Ad impressions each month on WKMG’s @News6WKMG YouTube channel;
- g. 25,000 Mount Dora Ad video pre-roll impressions on Streaming Channel and Website, combined; and
- h. 1 monthly post by WKMG to WKMG’s @News 6 WKMG/ClickOrlando Facebook account news feed featuring content related to Mount Dora.

2. SPONSORSHIP. Mount Dora Obligations.

During the Term, Mount Dora shall provide WKMG with the following in connection with the Sponsorship:

- a. All Mount Dora advertising (“Mount Dora Ads”), images, logos, designs, videos, text, and other content (collectively, “Mount Dora Content”) required by WKMG in connection with WKMG’s fulfillment of its obligations under this Agreement.
- b. All access required to connect to and access Mount Dora’s designated live camera(s) (“Live Cam”) and functioning Live Cam feed including, but not limited to, the Donnelly Street view

and Palm Island Park view (“Feed”).

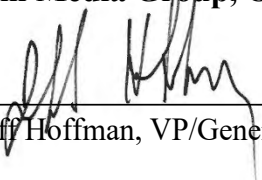
3. **SPONSORSHIP FEE.** Mount Dora shall pay WKMG a sponsorship fee of \$3,350 per month, for each month of the Term. Monthly sponsorship fee payment obligations accrue on the first day of each month during the Term, and payment of each monthly sponsorship fee is due within thirty (30) days.
4. **REPRESENTATIONS, WARRANTIES, AND PARTIAL ASSIGNMENT OF INDEMNIFICATION RIGHTS**
 - a) Each Party represents and warrants to the other that: (i) it is duly formed, validly existing and in good standing under the laws of the state of its formation, and has full power and authority to execute, deliver and perform this Agreement; (ii) this Agreement has been duly and validly executed and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.
 - b) Mount Dora represents that the Mount Dora Content has been created by Fried Okra Entertainment, Inc. (“FOE”), pursuant to FOE’s contract with Mount Dora dated July 18, 2017 (the “FOE Contract”). Mount Dora further represents that Mount Dora owns all rights in the Mount Dora Content, and has the authority to use the Mount Dora Content in the manner set forth in this Agreement. Pursuant to Paragraph 11 of the FOE Contract, FOE has certain indemnification obligations to Mount Dora in connection with Mount Dora Content (“FOE Indemnification Obligation”). To the extent authorized, Mount Dora assigns to WKMG its rights to the FOE Indemnification Obligation, but such assignment shall be limited only to claims arising out of or relating to any allegation that the Mount Dora Content, as used by WKMG in accordance with this Agreement, infringes or otherwise violates any third party’s rights.
5. **CONTENT LICENSE.** Mount Dora hereby grants WKMG a non-exclusive license to use the Feed and Mount Dora Content for all editorial and commercial purposes without further compensation.
6. **TERM.** This Agreement term (“Term”) will commence on August 1, 2023, subject to written amendment by the Parties, (“Commencement Date”) and end on the last day of the twelfth (12th) month following the Commencement date.
7. **TERMINATION.** Either of the Parties may terminate this Agreement given 30 days written notice. Upon the effective date of termination, no further monthly fees shall be owed by the City of Mount Dora.
8. **ATTORNEYS' FEES AND COLLECTION COSTS.** Each party shall be responsible for their own attorney fees and costs associated with this Agreement.

- 9. FORCE MAJEURE.** If WKMG is unable to perform its obligations under this Agreement due to causes beyond its reasonable control ("Force Majeure"), and if it gives Mount Dora prompt written notice of such event, then WKMG's obligations shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages or other labor disputes, or supplier failures. WKMG shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.
- 10. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.
- 11. SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
- 12. AMENDMENT.** This Agreement may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.
- 13. GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Florida.
- 14. NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, or overnight express mail service (e.g., UPS, Fed Ex), to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
- 15. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 16. ASSIGNMENT.** Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by

their duly authorized representatives.

Graham Media Group, Orlando, Inc., WKMG

By:  _____
Jeff Hoffman, VP/General Manager

City of Mount Dora

Date: _____

By: _____

Date: _____



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

DATE: September 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Authorization to purchase Substation Medium Voltage Breaker from ABB, Inc., in accordance with the Cooperative Purchase Agreement dated May 17, 2023

Introduction:

This is a request for authorization to purchase a Substation breaker in the amount of \$57,160.00 to expand distribution capacity in the North East service territory.

Discussion:

All purchase of goods and services in excess of \$50,000 shall be approved by the City Council. The Electric Department conducts an annual review of the City's power system capacity and reliability to insure service. The 2023 review acknowledges growth in the North East corridor of the service territory that requires a plan of expansion to meet development. Bristol Lakes II, Donnelly Woods, Mount Dora Groves, Culvers, three Hotels, Mount Dora Self-Storage, and a new City Public Works facility are among the services in development in this area. This request is for purchase of an additional 15,000 volt substation breaker, which provides the protection and control to safely deliver power from the substation to the distribution system.

The City approved a Cooperative Contract agreement with ABB Incorporated, competitively solicited, and negotiated by the Florida Municipal Power Agency through ITB 2022-034, dated May 17th, 2023 for Substation and Generating Station Maintenance Services. Also, the City utility currently has four similar ABB medium voltage breakers of this type, and has not experienced any reliability nor maintenance issues since installation. The City's purchasing policy allows discretion of sole selection based upon standardized equipment. Our staff is also trained in the operation and maintenance of this type of breaker.

Upon approval, an order for the breaker would be placed, with estimated delivery in the second quarter of 2024. Approval for installation of the breaker, estimated at \$160,000, will be brought to the council in fiscal 2024.

Budget Impact:

These projects are funded in the FY 2022-23 Electric Capital Improvement Plan (CIP).

- Substation - \$300,000 Account number 415-5555-580.63-01-EL2220

Strategic Impact:

Infrastructure – This purchase will insure service and reliability of the Electrical system with growth of the customer base in the northeast quadrant of the service territory.

Recommendation:

Staff requests Council approval to purchase electric substation materials from ABB Incorporated, in the amount of \$57,160.00.

Attachment(s):

1. ABB QUOTATION - H709324-0723-JWV-R0

Prepared by: Wayne Zimmerman, Deputy 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 - 8/15/2023

Approved - 8/22/2023

Approved - 8/22/2023

Approved - 8/28/2023

Approved - 8/29/2023

Final Approval - 8/29/2023

ATTACHMENT #1 EXHIBIT "A"



Parts & Service: 1-888-434-7378

QUOTATION NO.	H709324-0723-JWV-R0
DATE	07/05/2023

BUYERS INFORMATION:

Quote Requested by	Wayne Zimmerman
Company	City of Mt. Dora
Address	900 North Donnelly Street Mount Dora, FL 32757
Phone	
Email	zimmermanw@ci.mount-dora.fl.us
Service Contact	Wayne Zimmerman
Phone	
RE	R-Mag Circuit Breaker, SU&C
SAP NO.	TBD

NOTICE: This quotation is void unless accepted within 30 days from date hereof and is subject to change upon notice. However, if ABB elects to perform the services covered by the quotation, in response to an order placed 30 or more days after the date of the quotation, the terms of the quotation will apply.

SUBMIT PURCHASE ORDER TO:

ABB INC.
305 Gregson Drive
Cary, NC 27511

PLEASE REFERENCE PROPOSAL NO. ON ALL
PURCHASE ORDERS

ABB Contact	Alfredo Huete
Phone	305-282-0970
Email	Alfredo.huete@us.abb.com

REMIT PAYMENT TO:

ABB INC.
29713 Network Place
Chicago, IL 60673-1297

Work Services Description

ABB is pleased to offer this firm fixed price proposal for the services outlined below at the City of Mt. Dora facility located in Mt. Dora, FL.

Scope of Supply:

1. Services:
 - a. Upon receipt of an acceptable purchase order, ABB will schedule the appropriate resource to perform the services once the customer provides a firm date of service.
 - b. Upon completion ABB will provide a field service report detailing the services performed, test results, and recommendations for future service.
2. Site Equipment:
 - a. Qty. 15 KV Outdoor Circuit Breaker
3. ABB Supplied Equipment:
 - a. ANSI Dead Tank Vacuum Magnetic Circuit Breaker R-MAG,
 - i. Types Rating: MB1113 - 15.5 kV 1250 A 110 kV BIL 20 kA
 - ii. Voltage: 15.5 kV
 - iii. BIL: 110 kV BIL
 - iv. Interrupting Current: 20 kA
 - v. Special relay - 0351S6X3E3E5421
 - b. ABB will supply the requisite (calibrated) testing equipment for use during the activities below.
4. Work Scope:
 - a. ABB to provide qty. (1) R-Mag ANSI Dead Tank Vacuum Magnetic Circuit Breaker
 - i. Types Rating - MB1113 - 15.5 kV 1250 A 110 kV BIL 20 kA
 - ii. Voltage - 15.5 kV



- iii. BIL - 110 kV BIL
- iv. Interrupting Current - 20 kA
- v. Power Frequency - 60 Hz
- vi. Auxiliary Switches - 0 - (1) 20 deck snap action rotary switch.
- vii. CTs 1-3-5 - L - 1 Set 1200/5 C400 TR 2.00 (4.12") 1 set of 1200/5 C400 Bushing Current Transformers on bushings 1-3-5. Thermal Rating Factor @ 30°C: 2.00. Full Winding Metering Class: 0.3B1.8.
- viii. CTs 2-4-6 - N - No current transformers supplied.
- ix. Enclosure Material - N - NextGeneration R-MAG Cabinet (15kV, 1200A).
- x. BCT Shorting Type - Standard shorting type terminal blocks.
- xi. BCT Wiring - #12 AWG wire. All taps wired to terminal blocks.
- xii. ED2.0 board - H - 85-264 VAC or 77-280 VDC High Voltage Board (15.5 kV)
- xiii. Control Voltage - 5 - 125 VDC Operating Voltage
- xiv. Circuit Protection - K - Fused knife switches provided for control circuits
- xv. Bushing Type - Standard Bushing (15.5 kV, 1200 A, 110 kVBIL) Six ANSI-70 gray Porcelain Bushings. Standard creepage: 17.50in. (445 mm) – 12 THDS copper stud bushing.
- xvi. Bushing Terminal Connectors - 4 - Stud to 4-hole NEMA pad connectors
- xvii. Control Type - M - Relay (Microprocessor)
- xviii. Panel Configuration - Z - Special panel
- xix. Control Wiring - #14 AWG; Control Wire as required
- xx. Control Wiring Lugs - Insulated wiring lugs provided
- xxi. Control Terminal Blocks - Standard terminal blocks as required
- xxii. Heaters - (2) 240 VAC, 375 Watt heaters provided; one for the low voltage compartment and one for the high voltage compartment.
- xxiii. Local/Remote Switch - No local/remote switch provided
- xxiv. Test Switches - No test switches provided
- xxv. Digital Meters - No digital meters provided
- xxvi. Thermostats - (1) Standard thermostat included. Operating Range: 70°F to 80°F
- xxvii. Wire Markers - No wire markers provided
- xxviii. Control Switch - No control switch provided
- xxix. Legacy Material - No
- xxx. Special Final Assembly - Special Final Assembly None
- xxxi. Shipping Special - Special Shipping Requirements No
- xxxii. Seismic Option - No Seismic qualification is being provided
- xxxiii. Dynamic Accessories - 120 VAC relay cabinet light mounted inside relay control cabinet
- xxxiv. Dynamic Accessories - ED2.0 Capacitor discharge switch
- xxxv. Dynamic Accessories - Device Nameplates
- xxxvi. Dynamic Accessories - External bushing identification stickers on roof
- xxxvii. Dynamic Accessories - 120 VAC, 1 phase GFI utility outlet mounted inside the relay control cabinet
- xxxviii. Special relay - 0351S6X3E3E5421
- xxxix. Termination Count - Termination Count 350-500
 - xl. CT Count - CT Count - 3 CT's
 - xli. Capacitors Count - 2 capacitors
- b. Start-up and commissioning
 - i. Circuit Breaker
 - 1. Perform visual inspection of circuit breaker and verify ratings.
 - 2. Perform primary contact resistance check for each breaker phase using a digital low resistance ohm meter.
 - 3. Measure insulation resistance for each breaker in the closed position, phase-to-phase, and phase-to-ground.



4. Perform vacuum integrity test (High-Pot test) on vacuum bottles of each circuit breaker.
 5. Verify proper operation of circuit breaker interlocks.
 6. Verify proper operation of the circuit breakers – Manual and Electric open/close/charge.
 - ii. Relays / Metering
 1. Prior to energizing meters/relays, verify control voltage is within proper operating range for equipment.
 2. Power up relay and verify “self-test” successful.
 3. Verify/program electronic relays/ meters with appropriate CT & PT ratios.
 4. Program relays with customer provided setting files created with appropriate manufacturer’s software format.
 5. Test relay operating time /current curves using appropriate secondary current injection test equipment.
 6. Test and verify metering inputs (Current and voltage).
 7. Verify contact output functions with regards to protection and monitoring functions based on as built drawings.
 8. Cycle control power and confirm setting files remain unchanged.
 9. Backup individual relay protection files reflecting any adjustments made during startup and commissioning.
 - c. Provide an engineering appraisal report containing the test data sheets from the equipment check-out and verifying the equipment is ready for service.
5. Comments / Exceptions:
- a. SEL Part number 0351S613B35542X is no longer available. ABB is providing SEL part number 0351S6X3E3E5421.
 - b. Installation, including unloading and placement of the circuit breaker, is provided by others.
 - c. Cable and or cable testing is not included in this proposal. This proposal is for the R-Mag circuit breaker with start-up and commissioning of the circuit breaker only.
 - d. Customer shall advise ABB in writing of all applicable site-specific health, safety (training), security and environmental requirements and procedures.
 - e. All Protective settings shall be provided by others and are not included within this proposal.
 - f. All equipment must be de-energized and properly isolated prior to the start of work.
 - g. Price is contingent upon continuous, unobstructed access to de-energized equipment.
 - h. Customer shall provide one copy of existing system schematics, drawings, and other equipment/site, and be responsible for the accuracy of same and verbal information concerning existing conditions and wiring.
 - i. Customer shall provide temporary power and lighting as required for testing.
6. Schedule:
- a. Material Lead Time: 36-38 Weeks ARO.
 - i. Subject to change. Final lead time will be provided at time of order.
 - b. ABB estimates the Start-up, and commissioning work scope to take place over one (1) business day(s), utilizing One (1) field resource(s) working an eight-hour shift(s), Monday - Friday.
 - c. Quoted work assumes all work to take place during regular business hours excluding weekends and ABB recognized holidays.
 - d. All service quoted on contingent upon straight time (normal business) hours. If services are required to be performed on an overtime and/or double time schedule, prices quoted are subject to increase.
 - e. Please note that advanced notice of four (4) weeks is required for assigning local field engineering resources. Less than four (4) weeks’ notice may require the use of non-local resources resulting in additional travel and living costs.



- f. Any delays or extra work incurred while the quoted work is being performed as a result of malfunctions or deficiencies encountered with equipment, unless caused by ABB will be addressed in the form of a written change order and charged at ABB's currently published rates.

Price, Terms and Conditions

ABB will accomplish the above-described work scope for the firm fixed price of \$57,160.00 USD which includes the cost of travel, travel time and accommodations utilizing local resources.

- Invoice to be issued as follows:
 - o 50% Upon receipt of an acceptable purchase order.
 - o 20% Upon shipment of material to jobsite.
 - o 30% Upon substantial completion of the onsite work scope.
- Payment Terms: Net 30 days from the date of invoice.
- Pricing does not include any applicable taxes, permits and licensing fees.

The sale of any service and products, and the integration thereof, ordered by the Buyer is expressly conditioned upon the terms and conditions contained in this quotation and "ABB Inc. General Terms and Conditions of Sale (2022-01 U.S.)" as attached hereto. Any additional or different terms and conditions proposed by the Buyer at any time are expressly objected to and will not be binding upon ABB unless specifically agreed to in writing by ABB's authorized representative. Any order for, or any statement of intent to purchase hereunder, or any direction to perform work and ABB's performance of work shall constitute assent to the terms and conditions. Oral agreements and/or commitments to perform services are not enforceable.

If this contract is for the direct or indirect sale to any entity of and/or funded in whole or part of the U.S. government, then Buyer agrees that all products and services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this contract, the country of origin of products is unknown unless otherwise specifically stated by Seller in this contract. If Buyer is procuring the products or services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the contract price.

Additional Services

Should the Buyer desire to have ABB perform additional services beyond the scope of services described in this proposal, a change order request will be submitted for the additional associated costs. No additional services shall proceed without written authorization from the Buyer. Additional services will be performed per our published rates for Service, applicable at the time that work is performed, including work that extends through the weekend / holiday. The current rates for Service can be found in Attachment "Electrification USA Service Rates, January 1, 2023".

Consideration on 2019-nCoV (Coronavirus Outbreak)

If after submission of ABB's bid or during the term of the agreement there are any measures taken by authorities, by ABB or others in connection with the current coronavirus (2019-nCoV) outbreak which affect the performance of the agreement, the parties agree that ABB will be entitled to cost compensation, time extension, or other reasonably required contract adjustments if any consequences in any way related to the coronavirus outbreak lead to delays in delivery of goods or provision of services or otherwise affect ABB's contractual obligations or duties.

Consideration for Material Supply

The Parties are aware of the shortage of raw materials, electronic components worldwide which is likely to last for the foreseeable future, as well as of market fluctuations in the availability and cost of other raw materials,



commodities, other critical components, and transportation capacities. Notwithstanding anything to the contrary in the contract/terms and conditions/purchase order, if after the date of ABB's proposal / offer or during the term of the performance of the contract/purchase order there are any changes to availability and / or market conditions for electronic components, raw materials, commodities and transportation capabilities directly or indirectly affecting ABB's performance, ABB shall be entitled to relief in the schedule of the performance or delivery of the directly or indirectly affected scope of work under the contract/purchase order. In such circumstances, the Parties shall meet without delay and discuss in good faith to find a mutually agreeable solution, with equitable adjustment to the contract/purchase order date of delivery or completion. Customer hereby acknowledges and agrees that in said circumstances ABB may not be able to comply with the originally agreed delivery or completion schedule and that ABB shall not be liable for any liquidated or actual damages in connection thereto.

Consideration for Transportation

The offer is based on Incoterms as stated. Due to current fluctuations in transportation cost, the transportation cost may be given as a separate line item and is to be considered a non-binding estimate based on current market prices. At the time of delivery, ABB will use reasonable efforts to get optimum transport arrangements and the actual cost will be invoiced by ABB to the Purchaser. In no case will ABB be liable for any increase in transportation cost at the time of delivery.

Buyer's Responsibilities

The Buyer's responsibilities shall include, but are not limited to, the following:

- Issue switching orders, schedule outages, and de-energize the electrical apparatus, including Lock-Out Tag-Out (LOTO) of all systems associated with ABB's work scope involved in the project. LOTO procedures shall meet or exceed Contractor or ABB's requirements, whichever are more stringent.
- Prior to the start of the on-site work, Buyer shall familiarize ABB personnel with their safety practices, regulations in effect at jobsite, and any chemical and physical hazards, including process safety issues associated with the work environment. ABB shall be under no obligation to commence work unless safety practices are acceptable to ABB. As a safety precaution, prior to the commencement of work, access to a nearby telephone with the ability to call outside the facility will be provided by Buyer, as well as telephone numbers for local emergency services.
- Buyer will dispose of all wastes generated at the work site. Buyer will be responsible for environmental conditions and will keep the equipment free of contaminants that would be detrimental to the performance of the equipment.
- Buyer shall be responsible for the removal and replacement of any obstructions that may interfere with access to or removal of the existing equipment
- Buyer will provide an experienced electrician or electrical supervisor familiar with the power distribution system and trained in electrical safety and emergency response procedures including CPR, AED, and first aid for purposes of:
 - Directing ABB personnel in identifying and isolating the proper electrical equipment.
 - Shutting down electrical equipment in an emergency and providing emergency response during high-risk operations including electrical work when a single ABB representative is dispatched. This person must be visually present during all electrical work and high-risk operations. If not present, then ABB will stop work and notify the Buyer.
 - Complying with OSHA 1910.269(l)(1) and 1910.269(b)
- Buyer will provide all "special" maintenance tools including closing handles, test couplers, closing jacks, lifting devices, breaker cars/lift trucks, etc., furnished or defined by the original equipment manufacturer(s).
- Buyer shall provide one (1) copy of existing system schematics, drawings and other information regarding the equipment/site that is needed and be responsible for the accuracy of same and verbal information concerning existing conditions and wiring.



- All communication between, including meetings, all documents, notes on drawings, and submissions required under contract, shall be in the English language. Any language translation, of required, will be the responsibility of the Buyer.
- Buyer must supply minimum power supply of 120V, 1-Phase, power source, if necessary.
- Buyer will provide/operate/maintain services for drinking water, sanitary facilities, parking, trash containers, and lighting.
- Buyer to provide craft labor with tools and equipment to assist field engineer working on site, if necessary.
- Buyer to supply, operate, and maintain all standard services to the site facility, such as electric power, lighting, water, air, etc., if required. Backup for these systems is not included in this proposal. These services are to be made available to ABB, including a suitable source of 60Hz 120/240 volts AC, unless otherwise provided herein.
- Buyer to provide, and be responsible for, applicable codes, standard, laws, regulatory requirements, etc. required for the development of functional specification and system design and operation.
- Buyer shall be responsible for the review of the installation to assure compliance with applicable codes. It is the intention of ABB to comply with the applicable codes, standards, laws, regulatory requirements, etc.; however, by law it is the responsibility of the Buyer for compliance of the total installation. ABB would be pleased to quote any additional features or equipment that the Buyer deems necessary to meet these requirements.

Assumptions and Clarifications

- Any items or services not specifically outlined herein are not included.
- ABB assumes and is relying on the fact that any information furnished by Buyer is accurate and complete. To the extent that ABB obtains actual knowledge of any conditions with the equipment and/or the conditions at site are in addition to and/or different from those indicated in the Buyer's furnished documentation / information and/or there is a previously unknown physical condition that is found with the equipment and/or at the site, ABB shall notify the Buyer. If such condition(s) exist and this causes an increase in ABB's cost of and/or the time required for the performance of any part of the work under a contract, an equitable adjustment may be made, including without limitation, to the price and/or schedule.
- With the exception of delays beyond the control of ABB, no additional work scope shall proceed without the written authorization of the Buyer.
- Should any unforeseen work delays beyond the control of ABB occur, including those as a result of malfunctions or deficiencies encountered with the equipment (unless caused by ABB) or should the Buyer desire to have ABB perform work beyond the scope of work described in this proposal, that work will be billed at the published rates in effect at the time of performance of that the work scope and will apply to all ABB project management, field engineers, field engineering service technicians and/or craftsmen.
- ABB expressly objects to any requirements, methods or conditions contained in any Buyer request that are not specifically addressed in this document, and such requirements, methods, and conditions, if any, are outside the scope of this proposal.
- Schedule: Unless otherwise stated in the scope, all work will be performed on a straight time basis. All work is to be performed on a mutually agreeable schedule. The foregoing work as described under work scope shall be performed during normal working hours Monday through Friday, Holidays excepted. If work is performed on an overtime basis, the premium for the time spent and other applicable cost will be billed in addition to the price quoted and will be billed at our published rates in effect at the time work is performed. Time and expense of ABB employees' travel from their headquarters to work site and return, shall be considered as time worked. ABB typically requires a minimum four (4) weeks advance notice to ensure availability of resources.
- The services shall be considered "Substantially Complete" when the services to be performed by ABB or the designated portion thereof, are sufficiently complete in accordance with the contract documents, so that the Buyer can occupy or use the services or portion thereof for its/their intended use. For products

ATTACHMENT #1



only order, "substantially complete" shall mean the date of shipment of the products. A "Punchlist" is to be developed upon "Substantial Completion," and ABB's standard warranty shall provide coverage (when applicable) for issues that occur after "Substantial Completion. "Final Project Completion" shall be reached when all contractual responsibilities have been met and the final bill issued.

ABB INC.

By:	Alfredo Huete		
Title:	Sales Manager		
Email:	Alfredo.huete@us.abb.com		
Phone:	305-282-0970	Fax:	N/A

BUYER:

Company:			
By:	(Signature)		
Title:			
Email:		Date:	

This proposal and specification are submitted in confidence solely for use in consideration of the merits of the offering and for no other direct or indirect use by Buyer and its contents are proprietary to ABB. In taking receipt of this document, Buyer agrees not to reveal its contents except to those in its own organization who must evaluate it, to use this document and the information that it contains exclusively for the above-stated purpose and to avoid disclosure of the information to competitor of ABB.

Electrification U.S.A. Service Rates



Jan 1, 2023

ABB's field service engineers and consulting experts are on call to provide a wide range of service and repairs on both ABB and non-ABB equipment and engineered systems in Industrial and Balance-Of-Plant Power Plant Systems.

8-Hour Daily Rates

Classification	Weekday	Saturday	Sunday Holiday
Field & Service Center			
Class I - Specialized	\$2,980	\$4,360	\$5,730
Field Engineer/Specialized Field Technician			
Class II - Field Engineer/ Service Center Specialist	\$2,450	\$3,550	\$4,650
Class III - Service Technician	\$1,914	\$2,746	\$3,578
Phone Support			\$1,620/case
Emergency Standby Retainer			\$8,000/month

Tooling Rates

IR Camera	\$100/day, \$400/week
Vibration Test Set	\$150/day, \$600/week
Online Motor Test Set	\$300/day, \$1,200/week
Offline Motor Test Set	\$300/day, \$1,200/week
Primary Current Injection Set	\$400/day, \$1,600/week
Relay Test Set	\$550/day, \$2,200/week
Power Factor Test Set	\$550/day, \$2,200/week

Class I - Specialized Field Engineer

These services include installation, commissioning, repair, service, maintenance, and upgrade work associated with:

- Medium voltage motors, & generators
- Paralleling Switchgear
- Synchronous motors & generators, including excitation
- Legacy control systems including: Series 5 & Series 6
- Specialty power system studies, including: Harmonic, Transient Switching & Grounding
- Shipboard and offshore work, with a minimum 14-hour / day billing. Platform work requires a pay differential.
- Gas Insulated Substation (GIS)

Class II - Field Engineer & Service Center Specialist

Service is technical advice and counsel from field personnel based on sound engineering, manufacturing, installation, and operation practices as applicable to the equipment. Such services may include analysis, adjustment, programming, and other similar services. They do not include supervision or management of purchaser's employees, agents or other contractors and design effort.

Class III - Service Technician

Craftsmen experienced in the inspection, test, installation, service, and repair of one or more of the following equipment types:

- Transformer (Mechanical, Electrical, Fluid)
- Motors, Electrical & Controls Equipment
- Switchgear
- Mechanical
- Hydro (Electrical, Mechanical & Controls)

Typical Installations, Services, Repairs, and Products

- Transformer (Including Mechanical, Electrical, Fluid)
- Power Delivery Equipment
- Motors, Electrical and Controls Equipment
- Distributed Control Systems and Programmable Logic Controls
- Instrumentation Related to Process Control and Automation Systems
- Marine Electrical Systems
- Power System Studies

Rate Terms

1. Work greater than 8 hours per day is billed per hour:	Overtime	Double Time
Class I - Specialized Field Engineer	\$513.75	\$885.00
Class II - Field Engineer/Service Center Specialist	\$412.50	\$550.00
Class III - Service Technician	\$312.00	\$416.00

For less than 24-hour response, a 1.40 multiplier is used for all rates.

Overtime applies to billable weekday hours 9-12 or outside of 7:00am to 6:00pm. Double Time applies to billable weekday hours greater than 12, Saturday hours greater than 8, Sundays and holidays.

- Preparation, travel, and report writing time will be charged at the applicable rate (i.e., daily rates, overtime and double time) on a round trip basis with point of departure based on the location of the ABB Representative's office/service center.
- Additional travel and living expenses include:

Overnight stay	\$220 per day
Air Travel / Rental Car charges	Cost + 20%

Notes: Additional T&L charges may apply for high cost of living areas.

- Travel and living expenses outside the continental U.S.A., will be billed at a cost plus 20% minimum, or consult with your local ABB representative for a local per diem rate.
- Materials, subcontract labor and equipment if required will be provided at cost + 35%.
- All equipment is F.O.B. shipping point, seller's dock, with freight prepaid and charged 3% of material price (a minimum per shipment charge of \$100.00 shall apply). Seller reserves the right to select the method of transportation provided for all products unless specified by the client not less than 72 hours prior to shipment. Any premium transportation or required special handling is in addition and shall be for the account of the Buyer.
- Consult with local ABB office to determine applicable charges for other special tooling and/or test equipment or any taxes, fees or VAT that may be in addition to the above rates. Minimum daily billing of 8 hours for all services provided including standby time. A minimum order of \$500.00 shall apply for a parts/material only order.
- All rates are for hours worked, traveled, or on standby and are based on ABB's standard terms and conditions of sale. Price and data subject to change without notice. This quotation is not valid for PCB services, off shore or confined locations.
- Phone Support is a service provided on the phone by a Field Engineer for limited hardware and software troubleshooting services.
- Employee screening costs as required by the customer will be provided as follows:

Custom drug screen or background check	\$110
TWIC Card	\$250
BOSIET + HUET	\$2,250

All travel time to complete the screenings will be billed at the applicable hourly rate as set forth in 1 above plus expenses. All other specialty training will be billed at cost + 20%.
- All time to complete site specific training will be billed at the applicable hourly rate as set forth in 1 above plus expenses.
- A Critical Power Emergency Standby Retainer provides access to a qualified ABB Field Engineer at the customer site on the same day the need is identified by the customer. All time to support the emergency service, including travel to and from the customer site, will be billed at the applicable hourly rate as set forth in 1 above, however the 1.40 multiplier applied to work with less than 24hrs notice is waived.
- The Standard and Applicable rates shown on this sheet assume that services are being performed at a location that is not subject to a Location Premium which is an additional charge/rate that may be assessed for remote, inconvenient, confined or offshore work sites. Please contact ABB to see if a Location Premium applied to your location.

For more information contact your local ABB office or call our 24x7 customer service center at

1-888-434-7378 or 540-387-8617 for legacy GE products

1-800-HELP-365 (1-800-435-7365) for legacy ABB products

ABB INC.
GENERAL TERMS AND CONDITIONS OF SALE
(2022-01 U.S.)

1. General.

The terms and conditions contained herein, together with any additional or different terms contained in ABB's proposal, quotation and/or invoice ("Proposal"), if any, submitted to Purchaser (which Proposal, Policies, Addendum(s), if any, submitted to Purchaser shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the purchase order and supersede all prior communications and agreements regarding the purchase order. Acceptance by ABB of the purchase order, or Purchaser's acceptance of ABB's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ABB being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms ABB hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ABB ("Software") under the purchase order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ABB under the purchase order. As used herein, the term "Purchaser" shall also include the initial end user of the Equipment and/or services; provided, however, that Article 14(a) shall apply exclusively to the initial end user.

2. Prices.

(a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof and may be modified or withdrawn by ABB before receipt of Purchaser's conforming acceptance. All quoted prices are subject to revision at any time in the event of any increase in raw material, energy costs or governmental actions such as tariffs.

(b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.

(c) The price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such taxes which ABB or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon purchase order placement, provide ABB a copy, acceptable to the relevant governmental authorities of any such certificate or permit.

(d) The price includes customs duties and other importation or exportation fees, if any, at the rates in effect on the date of ABB's Proposal. Any change after that date in such duties, fees, or rates, shall increase the price by ABB's additional cost.

3. Payment.

(a) Unless specified to the contrary in writing by ABB, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by ABB in the Proposal. ABB is not required to commence or continue its performance unless and until invoiced payments have been received in a timely fashion. For each day of delay in receiving required payments, ABB shall be entitled to a matching extension of the schedule.

(b) If in the judgment of ABB, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, ABB may require payment in advance, payment security satisfactory to ABB and suspend its performance until said advance payment or payment security is received or may terminate the purchase order, whereupon ABB shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date ABB is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.

(c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus ABB's attorneys' fees and court costs incurred in connection with collection. If Purchaser fails to make payment of any amounts due under any purchase order and fails to cure such default within ten (10) days after receiving written notice specifying such default, then ABB may by written notice, at its option, suspend its performance under the purchase order until such time as the full balance is paid or terminate the purchase order, as of a date specified in such notice. In the event of suspension, cancellation or termination hereunder, ABB will be entitled to recover all costs for work performed to date, costs associated with suspension, cancellation or termination of the work and all other costs recoverable at law.

4. Changes.

(a) Any changes requested by Purchaser affecting the ordered scope of work must first be reviewed by ABB and any resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.

(b) ABB may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, ABB shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

5. Delivery.

(a) All Equipment manufactured, assembled or warehoused in the continental United States is delivered FCA ABB point of shipment, Incoterms® 2020 unless otherwise mutually agreed in writing. Equipment shipped outside the continental United States is delivered FCA Incoterms® 2020 United States port of export unless otherwise mutually agreed in writing. Purchaser shall be responsible for any and all demurrage or detention charges.

(b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.

(c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for ABB's performance hereunder.

(d) Claims for shortages or other errors in delivery must be made in writing to ABB within ten (10) days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by ABB. Claims for damage after delivery shall be made directly by Purchaser with the common carrier.

6. Title & Risk of Loss.

Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall transfer to Purchaser upon

delivery according to the applicable freight term. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage with respect to the sale of Equipment shall pass from ABB to Purchaser at delivery as defined in this Agreement.

7. Inspection, Testing and Acceptance.

(a) Any inspection by Purchaser of Equipment on ABB's premises shall be scheduled in advance to be performed during normal working hours and subject to rules and regulations in place at the ABB premises.

(b) If the purchase order provides for factory acceptance testing, ABB shall notify Purchaser when ABB will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.

(c) If the purchase order provides for site acceptance testing, testing will be performed by ABB personnel to verify that the Equipment has arrived at site complete, without physical damage, and in good operating condition. Completion of site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of ABB, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the site, the site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

8. Warranties and Remedies.

(a) Equipment and Services Warranty. ABB warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software and Spare Parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. If the purchase order includes the sale of refurbished or repaired parts, the Warranty Remedy Period for such parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.

(b) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ABB promptly after such discovery and within the applicable Warranty Remedy Period, ABB shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or thirty (30) days from completion of such repair, replacement or re-performance, whichever is later, ABB will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.

(c) Exceptions. ABB shall not be responsible for providing temporary power, removal, installation, reimbursement for labor costs or working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB supplied equipment, or for providing transportation to or from any repair facility, or for any other expenses

incurred in connection with the repair or replacement, all of which shall be at Purchaser's risk and expense. ABB shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to ABB's instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by ABB but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.

(d) Software Warranty and Remedies. ABB warrants that, except as specified below, the Software will, when properly installed, execute in accordance with ABB's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to ABB promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, ABB shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at ABB's facility necessary corrected or replacement programs. ABB shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".

(e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

9. Intellectual Property Indemnification.

(a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes a patent in effect in the United States, an European Union member state or the country of the Site (provided there is a corresponding patent issued by the U.S., UK or an EU member state), or any copyright or trademark registered in the country of the Site and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.

(b) ABB shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by ABB; (ii) any Equipment or Process supplied according to a design, other than an ABB design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any use of the Equipment or Process contrary to ABB instructions; (v) any patent issued after the date hereof; or (vi) any action settled or otherwise terminated without the prior written consent of ABB.

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or replace it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE EXCLUSIVE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT.

(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser shall defend and indemnify ABB in the same manner and to the same extent that ABB would be obligated to indemnify Purchaser under this "Intellectual Property Indemnification" provision.

10. Waiver of Consequential Damages.

In no event shall ABB, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of data, loss of use, loss of use of any of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages.

11. Limitation of Liability.

(a) ABB's aggregate liability for all claims whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Intellectual Property Indemnification") exceed the purchase order price.

(b) All causes of action against ABB arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one (1) year of the time of accrual thereof.

(c) In no event, regardless of cause, shall ABB be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and/Services.

12. Laws and Regulations.

ABB does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall in all respects be

governed by, and construed, interpreted and enforced in accordance with the laws of the State of New York, USA, excluding its conflicts of laws rules and the provisions of the United Nations Convention on Contracts for the International Sale of Goods, and both parties hereby agree that any litigation concerning, arising out of, or related to this Agreement, whether claims are based on contract, tort, equity or otherwise, shall be conducted only in the state or federal courts functioning in the State of New York, Manhattan County and waive the defense of an inconvenient forum in respect to any such litigation. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

13. OSHA.

ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.

14. Software License.

(a) ABB owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) the Software may be used only in conjunction with equipment specified by ABB; (ii) the Software shall be kept strictly confidential; (iii) the Software shall not be copied, reverse engineered, or modified; (iv) the Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with ABB's prior written consent.

(b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to ABB the Software and all copies thereof and shall remove all machine-readable Software from all of Purchaser's storage media.

15. Intellectual Property, Inventions and Information.

(a) "Intellectual Property Rights" means all current and future rights in copyrights, trade secrets, trademarks, mask works, patents, design rights, trade dress, and any other intellectual property rights that may exist anywhere in the world, including, in each case whether unregistered, registered or comprising an application for registration, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing. "Technology" means all inventions, discoveries, ideas, concepts, methods, code, executables, manufacturing processes, unique compositions, mask works, designs, marks, and works of authorship fixed in the medium

of expression, and materials pertaining to any of the preceding; whether or not patentable, copyrightable or subject to other forms of protection.

(b) ABB shall maintain all right, title and interest in any Technology and Intellectual Property Rights that ABB owned, created, conceived or discovered prior to entering into this Agreement, or owns, creates or discovers separately from the activities contemplated by this Agreement. Unless otherwise agreed in writing by ABB and Purchaser, ABB shall have all right, title and interest in any Technology and Intellectual Property Rights that ABB creates, conceives or discovers in furtherance of this Agreement, and ABB shall have all right, title and interest in any Technology and Intellectual Property Rights embodied in the Equipment and Services. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of ABB. Purchaser shall not, without ABB's prior written consent, copy or disclose such information to a third party, unless required by a public information request from a governmental body. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

16. Force Majeure.

ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), delays attributable to outbreaks, epidemics and pandemics, Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay.

17. Cancellation.

Special order, custom designed, and made-to-order Equipment are non-cancelable and non-returnable. Any other purchase order may be cancelled by Purchaser only upon prior written notice and payment of termination charges as set forth in the cancellation schedule included in the Proposal or payment of, including but not limited to, the purchase price of the work performed prior to the effective date of notice of termination, the costs identified to the purchase order incurred by ABB for work not completed, and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

18. Termination.

(a) No termination by Purchaser for material default shall be effective unless, within fifteen (15) days after receipt by ABB of Purchaser's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.

(b) If the event of termination for a material default, ABB shall reimburse Purchaser the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Purchaser to complete that scope, and Purchaser shall pay to ABB the portion of the Agreement price allocable to Equipment completed and any amounts due for Services performed before the effective date of termination.

(c) ABB may terminate the Agreement (or any affected portion thereof) immediately for cause if Purchaser becomes insolvent/bankrupt, or materially breaches the Agreement, including, but not limited to, failure or delay in Purchaser making any payment when due, or fulfilling any payment conditions.

19. Export Control.

(a) Purchaser represents and warrants that the Equipment and Services provided hereunder, and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Purchaser agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by ABB or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

(b) If applicable, ABB shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after purchase order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by ABB without liability for damages of any kind resulting from such cancellation. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

20. Bribery and Corruption

(a) Purchaser hereby warrants that it will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of Seller or any other party in a manner contrary to applicable laws (including but not limited to the Corruption of Foreign Public Officials Act (Canada), the Foreign Corrupt Practices Act (United States) and, where applicable, legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials) and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption.

(b) Nothing hereunder shall render Seller liable to reimburse Purchaser for any such consideration given or promised.

(c) Purchaser's material violation of any of the obligations contained in Section 19(a) above may be considered by Seller to be a material breach hereunder and shall entitle Seller to terminate this agreement with immediate effect and without prejudice to any further right or remedies on the part of Seller hereunder or applicable law. Purchaser shall indemnify Seller for all liabilities, damages, costs or expenses incurred as a result of any such violation of the above-mentioned obligations and termination of this agreement.

(d) Purchaser understands that Seller's Code of Conduct is available for consultation online at <http://www.abb.com/integrity>. Purchaser agrees to perform its contractual obligations hereunder with substantially similar standards of ethical behavior as those found in Supplier's Code of Conduct.

(e) Seller has established the following reporting channels where Purchaser and its employees may report suspected violations of applicable laws, policies or standards of conduct:

Web portal: www.abb.com/integrity

Telephone: number specified on the above Web portal

Mail: address specified on the above Web portal

21. Assignment.

Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ABB shall be void.

22. Nuclear.

Equipment and Services sold hereunder are not intended for use in connection with any nuclear facility or activity, and Purchaser warrants that it shall not use or permit others to use Equipment or Services for such purposes, without the advance written consent of ABB. If, in breach of this, any such use occurs, ABB (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, including without limitation any physical damage to a nuclear facility itself, resulting from a nuclear incident and, in addition to any other rights of ABB, Purchaser shall indemnify and hold ABB (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability including, but not limited to, any physical damage to the nuclear facility or surrounding properties, if any. Consent of ABB to any such use, if any, will be conditioned upon additional terms and conditions that ABB determines to be acceptable for protection against nuclear liability including but not limited to the requirement that the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage including without limitation physical damage to a nuclear facility itself or any surrounding properties, if any, resulting from a nuclear incident and shall indemnify ABB, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident including, but not limited to, any physical damage to the nuclear facility.

23. Resale.

If Purchaser resells any of the Equipment or Services, the sale terms shall limit ABB's liability to the buyer to the same extent that ABB's liability to Purchaser is limited hereunder. Additionally, if the end-user intends to use the Equipment or Services in connection with any nuclear facility or activity, the Purchaser shall require the end-user comply with the financial requirements under Price-Anderson Act (PAA) and secure a written release of liability which flows from the end-user to the benefit of ABB.

24. Environmental, Health and Safety Matters.

(a) Purchaser shall be obligated to maintain safe working conditions at its facility or location (the "Site"), including the implementing of appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

(b) Purchaser shall immediately advise ABB in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Purchaser's responsibilities hereunder, ABB has the right but not the obligation to, from time to time, review, audit and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

(c) If, in ABB's reasonable opinion, the health, safety, or security of personnel or the Site is, or is likely to be, imperiled by security risks, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, ABB may, in addition to other rights or remedies available to it, remove some or all of its personnel from Site, suspend performance of all or any part of the purchase order, and/or remotely perform or supervise work. Any such occurrence shall be considered a Force Majeure event. Purchaser shall reasonably assist in ensuring the safe departure of personnel from the Site.

(d) Purchaser shall not require or permit ABB's personnel to operate Purchaser's equipment at Site.

(e) Purchaser will make its Site medical facilities and resources reasonably available to ABB personnel who need medical attention.

(f) ABB has no responsibility or liability for the pre-existing condition of Purchaser's equipment or the Site, which is the sole responsibility of Purchaser. Prior to ABB starting any work at Site, Purchaser will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Purchaser's equipment or the Site that ABB may encounter while performing under this Agreement. The provision of such documentation shall in no way release Purchaser from its responsibility for said conditions. Purchaser shall disclose to ABB industrial hygiene and environmental monitoring data regarding conditions that may affect ABB's work or personnel at the Site. Purchaser shall keep ABB informed of changes in any such conditions.

(g) ABB shall promptly notify Purchaser if ABB becomes aware of: (i) conditions at the Site differing materially from those disclosed by Purchaser, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. If any such conditions cause an increase in ABB's cost of, or the time required for, performance of any part of the work under the Agreement, an equitable adjustment in price and schedule shall be made.

(h) If ABB encounters Hazardous Materials in Purchaser's equipment or at the Site that require special handling or disposal, ABB is not obligated to continue work affected by the hazardous conditions. In such an event, Purchaser shall at its sole cost and expense eliminate the hazardous conditions in accordance with applicable laws and regulations so that ABB's work under the Agreement may safely proceed, and ABB shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in ABB's cost of, or time required for, performance of any part of the work. Purchaser shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of ABB's work at the Site.

(i) Purchaser shall indemnify ABB for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Purchaser's equipment or the Site prior to the commencement of ABB's work, (ii) improperly handled or disposed of by Purchaser or Purchaser's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than ABB.

25. Confidentiality.

(a) ABB and Purchaser (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Agreement. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within fifteen (15) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered ABB's Confidential Information.

(b) Receiving Party agrees: (i) to use the Confidential Information only in connection with the Agreement and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, each party shall permit access to the other's Confidential Information only to its employees who:

(i) reasonably require access to Confidential Information for purposes approved by this Agreement, and (ii) have undertaken a binding obligation of confidentiality with respect to the confidential information of others entrusted to him or her, and (iii) have been apprised of the confidentiality obligations hereunder. ABB may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the purchase order. A Receiving Party may only disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Agreement entitles Receiving Party to retain an item of Confidential Information. ABB may also retain one archive copy of Purchaser's Confidential Information.

(c) The obligations under this Article 24 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

(d) As to any individual item of Confidential Information, the restrictions under this Article 24 shall expire five (5) years after the date of disclosure. This Article 24 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

26. Non-Survival.

The following Articles shall not survive termination or cancellation of this Agreement: 5, 7, 8, 17 and 18. All other Articles shall survive the termination or cancellation of the Agreement.

27. Entire Agreement.

This Agreement constitutes the entire agreement between ABB and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided. As stated in Article 1 of this Agreement, ABB's Proposal, Policies, Addendum(s), if any, submitted to Purchaser, shall control over any conflicting terms. ABB specifically rejects any exceptions to this Agreement, Proposals, Policies, and/or Addendum(s) on the face of any purchase order. Purchaser shall advise ABB in writing of all conflicts, errors, omissions, or discrepancies among the Proposal, Policies, Addendum(s) and this Agreement immediately upon discovery. This Agreement shall supersede any standard, preprinted terms and conditions that are automatically attached to purchase orders issued by Purchaser.

28. US Government Contracts.

(a) This Article 28 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

(b) Purchaser agrees that all Equipment and Services provided by ABB meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. Purchaser agrees, consistent with FAR 12.212, that commercial computer software and commercial computer software documentation are licensed under ABB's Software License. To the extent the Buy America(n) Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Equipment is unknown unless otherwise specifically stated by ABB in this Agreement. Purchaser agrees any Services offered by ABB are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 28 shall be the one in effect on the effective date of this Agreement.

(c) If Purchaser is an agency of the U.S. Government, then as permitted by FAR 12.302, Purchaser agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Purchaser further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Agreement price.

(d) If Purchaser is procuring the Equipment or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Purchaser agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the purchase order price.

29. Data Protection.

(a) The parties agree that the protection of Personal Data is very important. If Purchaser discloses Personal Data to ABB, ABB shall comply with all applicable data protection laws and regulations. Purchaser shall comply with all applicable data protection laws and regulations in respect of any Personal Data it receives from ABB in the course of receiving the Equipment or Services.

(b) The parties agree that neither will withhold or delay its consent to any changes to this clause which are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and order from any competent supervisory authority, and their application to the Equipment or Services from time to time, and agrees to implement any such changes at no additional cost to the other party.

(c) The parties acknowledge that the processing of Personal Data in accordance with this purchase order may require the conclusion of additional data processing agreements or additional data protection agreements. If and to the extent such additional data processing agreements or additional data protection agreements are not initially concluded as part of the purchase order, the parties shall, and shall ensure that their relevant affiliates or subcontractors shall, upon the other's request promptly enter into any such agreement with an affiliate, as designated by the other party and as required by mandatory law or a competent data protection or other competent authority.



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

DATE: September 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Authorization for Repair of Caterpillar Backhoe by Ring Power Corporation.

Introduction:

The Utility Department Caterpillar Backhoe is currently non-functional due to issues with its hydraulics system (leaking cylinder seals.) This backhoe is used extensively for routine and emergency needs by the Utility Department. Its functionality is critical to utility operations.

Discussion:

Since repair of this backhoe will exceed \$5,000, the Purchasing Policy requires three written quotes be obtained. Utility Department staff and Purchasing have attempted to locate vendors to obtain three quotes for the needed repairs. This endeavor was unsuccessful, primarily due to the need for City staff to transport the unit for diagnosis. Currently, staff does not have a safe means of transporting the backhoe. Ring Power in Orlando is the closest authorized repair center for caterpillar heavy equipment and their technician(s) will travel to the city to diagnose and perform needed repairs. The attached Ring Power quote, for a total estimated amount of \$10,585.39, provides a detailed breakdown of the anticipated repairs and associated costs. It is possible the repair costs may increase based on further findings once a technician begins work. Additional contingency funding has been included, in the amount of \$5,000, in the event this occurs. This would result in a not to exceed amount of \$15,585.39 for repair of the backhoe.

Budget Impact:

An amount of \$10,585.39, with an additional contingency amount of \$5,000.00, resulting in a maximum total possible of \$15,585.39 from Utilities Repair & Maintenance GL code.

Strategic Impact:

This is a critical piece of equipment since it is the largest in the city, outside of the main front end loaders, and it has the deepest dig length. With this being the peak of hurricane season, it is a primary piece of push-out equipment for the utilities department.

GOAL 2: Infrastructure / Public Safety

Recommendation:

Staff recommends City Council approval to issue a Purchase Order to Ring Power for repair of the Utility Department backhoe for an amount not to exceed \$15,585.39 and authorization for City Manager to execute the agreement.

Attachment(s):

1. Ring Power Quote

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Marilyn Douglas, Purchasing Manager
Aneta Barton, Budget Director
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 8/28/2023
Approved - 8/28/2023
Approved - 8/28/2023
Final Approval - 8/28/2023

CITY OF MOUNT DORA
ATTN ACCOUNTS PAYABLE
510 N BAKER STREET
MT DORA FL
32757

PER YOUR REQUEST, WE HAVE ESTIMATED REPAIRS ON THE MACHINE LISTED BELOW. A REPAIR DESCRIPTION WITH LABOR AND/OR PARTS IS ATTACHED. UPON DISASSEMBLY OF THE COMPONENT(S) TO BE REPAIRED, ADDITIONAL PARTS AND LABOR MAY BE NECESSARY. IF SO, A QUOTE FOR ADDITIONAL REPAIRS WILL BE FORWARDED TO YOU FOR APPROVAL. NOTE: AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY SHOULD SIGN AND RETURN THIS REPAIR ESTIMATE. ONLY UPON RECEIPT OF THE SIGNED ESTIMATE WILL REPAIRS BE PERFORMED. A PURCHASE ORDER NUMBER SHOULD BE SUPPLIED IF REQUIRED BY YOUR COMPANY.

CUSTOMER NO.	QUOTE NO.	DATE	CONTACT
004649	102763	7/13/2023	BOB ORENDER
PHONE NO.	FAX NO.	EMAIL	
n/a		orenderb@cityofmounddora.com	
MODEL	MAKE		SERIAL NO.
420E	CATERPILLAR		0PRA01477
UNIT NO.	HOURS	WO NO.	P.O. NO.
	1128		

TRAVEL TO/FROM MACHINE

Total Estimated Labor: 966.00
Total Estimated Misc: 1,134.00

Segment 01 Total: 2,100.00

TROUBLESHOOT MACHINE

Total Estimated Labor: 483.00

Segment 02 Total: 483.00

REMOVE & INSTALL BUCKET CYLINDER

Total Estimated Labor: 563.50

Segment 03 Total: 563.50

REPLACE GASKET/RESEAL BUCKET CYLINDER LEVEL TWO

Total Time and Material Parts: 130.46
Total Flat Rate Labor: 770.00

	Segment 04 Total:	900.46
REMOVE & INSTALL BOOM CYLINDER		
	Total Estimated Labor:	563.50
	Segment 05 Total:	563.50
REPLACE GASKET/RESEAL BOOM CYLINDER LEVEL TWO		
	Total Estimated Parts:	151.87
	Total Flat Rate Labor:	770.00
	Segment 06 Total:	921.87
REMOVE & INSTALL LIFT/HOIST CYLINDER EACH		
	Total Estimated Labor:	1,127.00
Segment 07 Quantity: 2	Segment 07 Total:	1,127.00
REPLACE GASKET/RESEAL LIFT/HOIST CYLINDER LEVEL TWO		
	Total Estimated Parts:	234.02
	Total Flat Rate Labor:	1,540.00
Segment 08 Quantity: 2	Segment 08 Total:	1,774.02
REMOVE & INSTALL STICK CYLINDER		
	Total Estimated Labor:	563.50
	Segment 09 Total:	563.50
REPLACE GASKET/RESEAL STICK CYLINDER LEVEL TWO		
	Total Estimated Parts:	163.52
	Total Flat Rate Labor:	847.00
	Segment 10 Total:	1,010.52
REFILL HYDRAULIC HOSES/LINES		
	Total Estimated Parts:	117.02
	Total Estimated Labor:	161.00
	Segment 11 Total:	278.02
	Total Segments:	10,285.39
ENVIRONMENTAL/MISCELLANEOUS		300.00

SUB TOTAL (BEFORE TAXES)	10,585.39
TOTAL ESTIMATE	10,585.39

I hereby authorize the above repair work to be done along with the necessary materials. Ring Power Corporation and its employees may operate above equipment for purposes of testing. Inspection or delivery at my risk. An expressed mechanics lien is acknowledged on equipment to secure the cost of all repairs thereto. Ring Power Corporation is not responsible for loss or damage to equipment in case of fire, theft, accident, or any other cause beyond our control. Replaced parts will be held for a period of ten days after work completion. The cost of labor and parts in determining any estimate shall be borne by the customer.

PO#: _____ Authorized Name: _____ (signature)

Date: _____ (print)

Thank you for this opportunity to serve your company

CONTACT INFORMATION:

Prepared by: Adam Phillips Phone: 9045408038 Email: Adam.Phillips@RingPower.Com Fax:

JOB SITE: -

-This estimate is made subject to buyer's acceptance within (10) ten days from this date
-All prices are subject to change without notice, and those in effect on date of shipment shall prevail
-Terms are Net 30 Days from receipt of invoice
-Estimate excludes sales tax, incoming freight, environmental and additional charges for parts/labor not included in the above mentioned.
-Customer will be contacted should estimate exceed 10%

THIS WORK ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **AUTHORITY TO PERFORM REPAIRS** It is understood that, "upon receipt" of any item of equipment for repair, maintenance or other work, Ring Power may examine the item of equipment as to work which Ring Power may suggest to be performed in addition to whatever work, if any, might have been requested by customer. All work (requested by customer or suggested by Ring Power) to be noted on a form as supplied by Ring Power.
 - a. **Time and Material Work** - Ring Power will proceed with the work agreed upon at current labor and parts prices.
 - b. **Firm Price** - If requested, a firm price in writing will be given to the customer for labor and/or parts to do specific repair. Any agreed upon repair order not covered by a firm written quotation will be billed at current time and material prices
 - c. **Unforeseen Problems or Additional Repairs**. In the event that during the course of the Work, additional repair work is found to be necessary pursuant to Ring Power's examination and inspection of the Equipment, then in such event Ring Power will attempt to communicate with the Customer as to the additional repair work; provided, however, that in the event Ring Power is unable to communicate with the Customer, then Ring Power, at its sole discretion, shall have the absolute right to cease any and all repairs on the Equipment until such time as the additional repairs are discussed with the Customer. In the event the Customer consents to the additional repairs, Ring Power shall have the right to proceed with the repair of the same without further communication with the Customer and any and all additional repairs will be charged to the Customer at current time and material prices.
2. **HOLD HARMLESS AGREEMENT FOR CUSTOMER PARTICIPATION IN SERVICE WORK**- In the event customer or customers' personnel assists our mechanics in performing service work, customer agrees to hold harmless and fully indemnify Ring Power for injuries or damages to anyone arising out of customer assisting Ring Power personnel in servicing or repairing customer's equipment.
3. **WARRANTY INFORMATION** - Ring Power warrants the work performed to be free from defects in material and workmanship for a period of ninety days. Ring Power's obligation under this warranty shall be limited to the repair or replacement at Ring Power's premises of those new parts previously installed or labor previously performed demonstrated to be defective. SUCH REMEDY SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND CUSTOMER HEREBY AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO CLAIMS FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE, INCLUDING LOSS OF TIME, WHATSOEVER, OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL DAMAGE OR INCIDENTAL OR ECONOMIC LOSS) SHALL BE AVAILABLE TO CUSTOMER. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SUBSTANDARD REPAIR WORK MAY BE PERFORMED UPON REQUEST OF CUSTOMER AND ACCORDING TO CUSTOMER'S INSTRUCTIONS BUT SUCH WORK WILL CARRY ABSOLUTELY NO WARRANTY WHATSOEVER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT NO VERBAL CONTRACTS, AGREEMENTS OR WARRANTIES OTHER THAN WHAT IS SET FORTH HEREIN HAVE BEEN RECEIVED OR GIVEN.
4. **PAYMENT** - Customer will make payment for services rendered by Ring Power pursuant to this work order at such times and in such manner as may be prescribed by Ring Power. In the event of nonpayment by a customer, the cost incurred by Ring Power in collecting the indebtedness, including attorney's fees and expenses, both in the trial court and on any and all appeals, with interest at the maximum rate allowed by law from date of expenditure, shall be added to the principal amount of the indebtedness owed to Ring Power. These provisions are not exclusive and Ring Power may elect other remedies at law and at equity.
5. **RISK OF LOSS** - Ring Power carries an Equipment Floater Insurance Policy covering all risk (except war, wear and tear, etc.) for the current value (replacement cost less depreciation) on customer's equipment in Ring Power's custody or control. All risk of loss and damage not covered in above policy shall be borne solely by its owner.
6. **SEVERABILITY CLAUSE** - Any provisions of this Agreement found to be prohibited by law shall be immediately ineffective to the extent of such prohibition without invalidating the rest of this Agreement.
7. **APPLICABLE LAW** - This Agreement shall be deemed to be governed by the laws of the State of Florida.



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

DATE: September 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of the Agreement Between the City of Mount Dora and the Florida Department of State for the General Program Support Grant

Introduction:

This is an opportunity for the City Council to approve the agreement between the Florida Department of State and the City of Mount Dora for the General Program Support Grant.

Discussion:

The General Program Support Grant is a 100% matching grant providing funding to organizations that further the State's cultural objectives through conducting, creating, producing, presenting, staging or sponsoring cultural exhibits, performances, educational programs, or events. Funding from this grant will supplement the City's vibrant Special Event and Cultural programming, including assisting with performance fees, event promotion, sound equipment and lighting rental, among other necessities for existing and new events yet to be established. The City will benefit from this funding by using this resource to maintain, strengthen, and continue to solidify our identity as a destination and hometown providing cultural and special events of an extraordinarily high quality.

Budget Impact:

The awarded amount is \$91,277.00. The City is required to provide a 100% match. The 2022-2023 & 2023-2024 special event budget will meet the requirements for the match.

Strategic Impact:

- Objective 1.4 Promoting tourism by enhancing Mount Dora as a destination
- Objective 3.1 Identify and seek funding sources

Recommendation:

City Council approve the agreement between the Florida Department of State and the City of Mount Dora for the General Program Support Grant.

Attachment(s):

1. Signed.Reso No. 2022-38 Florida Department of State General Program Support Grant Application
2. Agreement between the City of Mount Dora and State of Florida GPS Grantpdf

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Troy Shonk, Parks & Recreation Director

Aneta Barton, Budget Director

Sherry Sutphen, City Attorney

Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 8/18/2023

Approved - 8/22/2023

Approved - 8/28/2023

Approved - 8/29/2023

Final Approval - 8/29/2023

ATTACHMENT #1

RESOLUTION NO. 2022-38

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE FLORIDA DEPARTMENT OF STATE GENERAL PROGRAM SUPPORT GRANT APPLICATION; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AUTHORIZATION TO SUBMIT GRANT APPLICATION; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora is known for its special events and cultural programming; and

WHEREAS, the Florida Department of State General Program Support Grant has a 100% grant matching program to assist with funding for organizations which further Florida's cultural objectives; and

WHEREAS, the City is in need of funding to assist with performance fees, event promotion, sound equipment, lighting equipment and other event related necessities to help maintain, strengthen and solidify its reputation as a destination with high quality special events and cultural programs; and

WHEREAS, the City has determined that it is in the best interest of its citizens of Mount Dora to submit a grant application for the Florida Department of State General Program Support 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. Authorization to Submit Grant Application.

A. The City Manager is hereby authorized to prepare and submit a grant application, and proposal for the Florida Department of State General Program Support Grant, related to the desired funding to assist with performance fees, event promotion, sound equipment, lighting equipment and other event related necessities.

B. The Mayor is hereby authorized to execute the application or associated documentation necessary or required to apply for the grant as set forth herein.

ATTACHMENT #1

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 Florida Department of State General Program Support Grant application, 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 17 day of May, 2022.

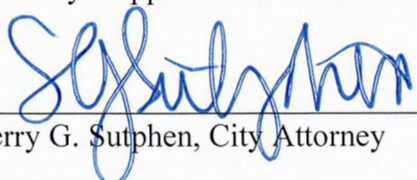


CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:


Jessica Burnham
City Clerk

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


Sherry G. Sutphen, City Attorney

Resolution 2022-38
2 of 2

Agreement Between
The State of Florida, Department of State
And
City of Mount Dora

This Agreement is by and between the State of Florida, Department of State, Division of Arts and Culture hereinafter referred to as the "Division," and the City of Mount Dora hereinafter referred to as the "Grantee."

The Grantee has been awarded a General Program Support grant by the Division, grant number 24.c.ps.114.299 for the project "Special Event Programming" in the amount of \$91,277. Funds for this grant have been appropriated in the FY 2024 General Appropriations Act on line 3265. The Division has the authority to administer this grant in accordance with Section 265.286, *Florida Statutes*.

Funds from this grant are allocated by the State of Florida, Department of State, Division of Arts and Culture to meet the required cost share or match for federal funding from the National Endowment for the Arts State Partnership Award # 1914177-61-23 and as such are considered NEA subawards. All funds disbursed under this program may only be used in compliance with both State and Federal regulations including applicable provisions of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other applicable statutes, regulations, and executive orders.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "Special Event Programming" project, the public purpose for which these funds were appropriated.
 - a) The Grantee shall perform the following **Scope of Work**:

Execute a minimum of three (3) events.

All tasks associated with the project will be completed by June 30, 2024.
 - b) The Grantee agrees to provide the following **Deliverables and Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
1	Fixed Price	Complete the introductory package of requirements for the implementation of the Scope of Work.	Introductory package of requirements includes: Timeline of grant activities for the grant period (e.g., Calendar of Events, Season Schedule, etc.) and Grants Management Webinar Quiz Certificate of Completion demonstrating a 100/100 score.	\$22,819.25

2	Fixed Price	Execute a minimum of one (1) event.	Provide documentation of marketing, including but not limited to brochures, collaborations, newsletter, newspaper, radio, and/or social media. The marketing material(s) may include the credit line to acknowledge grant funding per Section 14. Of this agreement or the Florida Arts and Culture logo.	\$22,819.25
3	Fixed Price	Execute a minimum of one (1) event.	Provide any documentation of program quality, including but not limited to one (1) high-resolution photograph.	\$22,819.25
4	Fixed Price	Execute a minimum of one (1) event.	Provide any documentation of program quality, including but not limited to one (1) high-resolution photograph.	\$22,819.25
Totals				\$91,277

c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables for fiscal year 2024. The Budget provides details of how grant funds will be spent (which is incorporated as part of this Agreement and entitled Attachment A). All expenditures for this agreement shall be in accordance with this budget (Attachment A).

d) **Change Orders.** Should grant expenditures vary from the budgeted grant amount for any category by more than 20%, the Grantee shall be required to submit a proposal for revision of the Project Budget with a written explanation for the reason(s) for deviation(s) from the original Project Budget to the Division for review and written approval.

2. **Length of Agreement.** This Agreement shall begin on July 1, 2023, and shall end June 30, 2024, unless terminated in accordance with the provisions of Section 34 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement.

3. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Arts and Culture:
Adrienne Morrison Hogan

Florida Department of State
R.A.Gray Building
500 South Bronough Street
Tallahassee, FL 32399
Phone: 850.245.6325
Email: Adrienne.Hogan@dos.myflorida.com

For the Grantee:

Patrick C. Comiskey, City Manager
510 N Baker Street Mount Dora Florida 32757
Phone: 352.735.7122
Email: gatesj@cityofmountdora.com
jeanann.hand@cityofmountdora.com

4. **Grant Payments.** All grant payments are requested by submitting a payment request with documentation that the deliverable has been completed.

The total grant award shall not exceed \$91,277 which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of the Agreement. The grant payment schedule is outlined below:

- a) The first payment will be a fixed price in the amount of 25% of the grant award. Payment will be made in accordance with the completion of the Deliverables.
 - b) The second payment will be a fixed price in the amount of 25% of the grant award. Payment will be made in accordance with the completion of the Deliverables.
 - c) The third payment will be a fixed price in the amount of 25% of the grant award. Payment will be made in accordance with the completion of the Deliverables.
 - d) The fourth payment will be a fixed price in the amount of 25% of the grant award. Payment will be made in accordance with the completion of the Deliverables.
5. **Electronic Payments.** The Grantee may choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the **Florida Department of Financial Services**. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-deposit-vendors.pdf?sfvrsn=eff728cf_16. This page also includes tools and information that allow you to check on payments.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). **An updated Substitute W-9 must be on file with www.myfloridacfo.com prior to release of payment. Grantee should confirm current Substitute W-9 is up to date prior to signing contract.**

7. **Grant Funds Expenditure Log.** The Grantee must submit an expenditure log demonstrating the use of grant funds prior to the release of any subsequent payments. Each log must list all grant expenditures, including check numbers or transaction numbers, payees, dates of payment, check amounts, and associated Deliverables that support the satisfactory completion of services for each payment. The expenditure log details how grant funds were spent to achieve the deliverable(s) during the previous payment period. Expenditure logs will be submitted online with payment requests at <https://dosgrants.com>.
8. **Amendment to Contract.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.
9. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
- The full amount of the first payment (fixed price in the amount of 25% of the grant award) will be returned to the State of Florida if any Deliverable is not satisfactorily completed.
 - Second payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds.
 - Third payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds.
 - Fourth payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds.
- If the grantee has spent less than the total grant award in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between state dollars spent and the total grant award. The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. Pursuant to Section 18, the Grantee shall refund to the Division any excess funds paid out prior to reduction of total grant funding.
10. **Grant Reporting Requirements.** The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses, and activities that occurred during that reporting period. All reports on grant progress will be submitted online through <https://dosgrants.com>.
- Mid-Year Project Progress Report** for the grant period July 1 through December 31; first report is due no later than January 30
 - Final Report** for the grant; the final report is due no later than July 30
11. **Matching Funds.** Grantees must provide at least one dollar in cash or in-kind (donated goods or services) for every dollar requested from the Division. Some expenses can only be included in the Estimated Project Budget

as match. The Division of Arts and Culture will provide exceptions to the financial matching requirements on grants for Rural Economic Development Initiative (REDI) communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes* and Underserved Cultural Community Development, Artist Performances on Tour, Teaching Artists and Artist Project categories for Specific Cultural Projects.

12. **Grant Completion Deadline.** The grant completion deadline is June 30 2024. The Grant Completion Deadline is the date when the project is 100% complete and all grant and matching funds have been paid out in accordance with the work described in the Scope of Work, detailed in the Approved Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, the extension may not exceed 30 days, unless the Grantee can demonstrate extenuating circumstances as described in Section 13 of this Agreement.
13. **Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least 30 days prior to the end of the grant period and may not exceed 30 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the project such as a natural disaster, death, or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Prior written approval is required for extensions.
14. **Credit Line(s) to Acknowledge Grant Funding.** In publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement, or logo made available by the Division, in the same size, type, style, and location as credit to other major donors, in accordance with Section 286.25 *Florida Statutes*:

"Sponsored in part by the State of Florida through the Division of Arts and Culture and the National Endowment for the Arts."

15. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/2019), which are incorporated by reference and are available online at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2, and in compliance with Federal requirements at 2 CFR 200 <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>. In addition, the following are not allowed as grant or matching expenditures:
 - a) State funds from any source. This includes any income that comes from an appropriation of state funds or grants from the State of Florida.
 - b) Federal funds from any source.
 - c) Funds used as match for other Department of State grants.

- d) Expenses incurred or obligated outside of the grant period.
- e) Lobbying or attempting to influence federal, state, or local legislation, the judicial branch or any state agency.
- f) Capital expenditures (acquisitions, building projects, renovation or remodeling of facilities). Exception: capital expenditures that are directly related to the proposal such as exhibit construction or stage lighting.
- g) Costs associated with bad debts, contingencies (money set aside for *possible* expenses), fines and penalties, interest, taxes (does not include payroll taxes), depreciation, and other financial costs including bank fees and charges and credit card fees.
- h) Private entertainment.
- i) Food and beverages.
- j) Plaques, awards, and scholarships.
- k) Activities restricted to private or exclusive participation, which shall include restricting access to programs on the basis of sex, race, color, national origin, religion, disability, age, or marital status.
- l) Re-granting.
- m) Contributions and donations.
- n) Mortgage payments.
- o) Payments to current Department of State employees.
- p) Telephone, utilities, office supplies, fixtures, building maintenance, space rental, equipment costing over \$1,000 and other overhead and indirect costs. These expenses may only be used as match.
- q) Travel.

16. Travel. The grantee must pay any travel expenses necessary for the completion of grant activities from local matching funds.

17. International Travel. In accordance with Section 15.182, Florida Statutes (International travel by state-funded musical, cultural, or artistic organizations; notification to the Department of State), the grantee shall notify the Department of State of any international travel at least 30 days before the date the international travel is to commence or, when an intention to travel internationally is not formed at least 30 days in advance of the date the travel is to commence, as soon as feasible after forming such travel intention. Notification shall include date, time, and location of each appearance.

18. Unobligated and Unearned Funds and Allowable Costs. In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the

recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.

19. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of the “Department of State” and mailed directly to the following address: Florida Department of State, Division of Arts and Culture, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
20. **Single Audit Act.** The grantee is required to complete a Single Audit Act certification form through the Department of State grants management system at <https://dosgrants.com>. Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to 2 CFR 200, Subpart F - Audit Requirements, and Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.
21. **Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.
22. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
23. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
24. **Noncompliance with Grant Requirements.** Any applicant that has not submitted required reports or satisfied other administrative requirements for other Division of Arts and Culture grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Arts and Culture, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any OCHIP grant may be released.
25. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
 - a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt,

maintenance, and expenditure of state funds;

- b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
- c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
- d) The name of the account(s) must include the grant award number;
- e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

- 26. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 27. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents, and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 28. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be an agents, servants, joint venturers, or partners of the Division.
- 29. Copyright.** If publications, films, or similar materials are developed, directly or indirectly, from a program, project, or activity supported by the grant funds herein, any resulting copyright shall be held by the Grantee. As a condition of grant assistance, the Grantee agrees to and hereby awards to the Department and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and

irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

- 30. Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
 - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
 - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; provided that such subcontract has been approved in writing by the Department prior to its execution; and provided that it is understood by the Grantee that the Department shall not be liable to the 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.
- 31. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable local, state and federal laws and regulations. The Grantee shall during the term of this Agreement be in strict conformity with all applicable local, state and federal laws and regulations.
- 32. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, disability, or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
- 33. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.
- 34. Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method

that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.

35. **Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
36. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
37. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Government entities shall follow procurement procedures in accordance with Section 287.057, *Florida Statutes*. All grantees shall maintain documentation demonstrating an open procurement process.
38. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
39. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Arts and Culture.
40. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
41. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
42. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the

standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990.

- 43. Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

44. Entire Agreement. The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Estimated Project Budget (Attachment A)
- c) Single Audit Act Requirements and Exhibit I (Attachment B)
- d) Certification Regarding, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment C)

In acknowledgment of Grant Number 24.c.ps.114.299 provided for from funds appropriated in the FY 2024 General Appropriation Act in the amount of \$91,277, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:	Grantee:
By: _____ Sandy Shaughnessy, Division Director	By: _____ Authorizing Official for the Grantee
_____	_____
Witness	Print name and title of Authorizing Official
_____	_____
Date	Witness

	Date

ATTACHMENT A

Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Outside Fees and Services: Programmatic			
Outside Fees & Services: Programmatic	\$59,650	\$59,650	\$0
<i>Subtotals</i>	<i>\$59,650</i>	<i>\$59,650</i>	<i>\$0</i>
Outside Fees and Services: Other			
Outside Fees and Services: Other	\$16,577	\$16,577	\$0
<i>Subtotals</i>	<i>\$16,577</i>	<i>\$16,577</i>	<i>\$0</i>
Marketing			
Marketing	\$15,000	\$15,000	\$0
<i>Subtotals</i>	<i>\$15,000</i>	<i>\$15,000</i>	<i>\$0</i>
Totals	\$91,227	\$91,227	\$0

ATTACHMENT B

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes* (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained

from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office <http://www.ecfr.gov>

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
<http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:

1. The Department of State through the <https://dosgrants.com> grants management system.
2. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

1. The Department of State through the <https://dosgrants.com> grants management system.
2. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING: NA**

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS: NA**

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING: \$91,277**

MATCHING RESOURCES FOR FEDERAL PROGRAMS: YES

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Florida Department of State, Cultural and Museum Grants, CSFA 45.061. Award Amount: \$91,277

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT
TO THIS AGREEMENT ARE AS FOLLOWS:**

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

ATTACHMENT C

CERTIFICATION REGARDING

DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies,

including suspension and/or debarment.



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

DATE: September 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Designation of Acting City Manager for Future Leave

Introduction:

This is a request for City Council to approve City Manager Patrick C. Comiskey's designation of an acting city manager for future leave.

Discussion:

Article V, Section 24 of the City of Mount Dora Charter indicates that, “by letter of record filed with the city council, the city manager shall designate, subject to approval of the city council, a qualified city administrative officer or department head to exercise the powers and perform the duties of city manager during any temporary absence or disability of the city manager of not less than three (3), nor more than twenty-one (21), days duration.”

In accordance with this provision of the City’s Charter and in preparation for future leave notifications, City Manager Patrick C. Comiskey submits for City Council approval his letter of record to designate Vince Sandersfeld, Planning Director, as acting city manager during any and all future absences of three (3) days up to and not to exceed twenty-one (21) days in duration.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

The City Council approve City Manager Patrick C. Comiskey's designation of Vince Sandersfeld, Planning Director, as acting city manager for future leave.

Attachment(s):

1. Attachment #1 Designation of Acting City Manager(9-7-23)

Prepared by: Merry Lovern, Executive Assistant
Reviewed by: Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 8/28/2023
Final Approval - 8/28/2023



CITY OF MOUNT DORA

ATTACHMENT #1

OFFICE OF THE CITY MANAGER

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

Office of the City Manager
352-735-7126
Fax: 352-383-4801

Customer Service
352-735-7105
Fax: 352-735-2892

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
1501 Robie Ave.
Mount Dora, FL 32757
352-735-7151
Fax: 352-735-1539

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

Website:
www.cityofmountdora.com

September 7, 2023

Honorable Mayor and City Councilmembers:

Article V, Section 24 of the City of Mount Dora Charter indicates that, “[b]y letter of record filed with the city council, the city manager shall designate, subject to approval of the city council, a qualified city administrative officer or department head to exercise the powers and perform the duties of city manager during any temporary absence or disability of the city manager of not less than three (3), nor more than twenty-one (21), days duration.”

In accordance with this provision of the City’s Charter and in preparation for future leave notifications, I hereby submit for your approval the designation of Vince Sandersfeld, Planning Director, to exercise the powers and perform the duties of city manager during any and all future absences of three (3) days up to and not to exceed twenty-one (21) days in duration.

Respectfully submitted,


Patrick C. Comiskey
City Manager



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

DATE: September 7, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request Approval of Meeting Minutes

Patrick C. Comiskey

- August 1, 2023 Regular Session Minutes
- August 15, 2023 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. 08.01.2023.Regular Session Minutes_DRAFT
2. 08.15 2023 City Council Regular Session Minutes_DRAFT

Prepared by: Jeanann Hand, City Clerk



CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION MINUTES
August 1, 2023, 6:00 PM
Mount Dora City Hall
510 N. Baker St., Mount Dora, FL 32757

CALL TO ORDER

Having been duly advertised as required by law, at 6:00 p.m., Mayor Stile called to order the August 1, 2023, meeting of the City Council Regular Session.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

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

ROLL CALL

Members Present

Crissy Stile, Mayor
Marc Crail, Vice-mayor
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 about the history of the 1921 building.

2. Public Works Complex Project - Update of 60% Estimate

Representatives from the Ajax Building Corporation presented an update on the Public Works Complex. The PowerPoint used during the presentation is attached to the minutes as Exhibit A. Ajax representatives and staff answered questions from Councilmembers regarding the complex. An access road is for chlorine delivery only. Not all storage areas are covered. Parks and Recreation staff will not be working at the location, but will store materials there. There will be 29,000 square feet of office space. Landscaping will be irrigated. The \$21,232,950 cost estimate in the presentation includes everything. The project will take approximately 13 months to build, with the intention to begin in January 2024 and completion set for the following year.

PUBLIC COMMENTS

Mayor Stile opened public comment.

Michell Middleton, 112 East Fifth Avenue, commented favorably about the Last Call event and school supply drive held the prior weekend.

Mayor Stile closed public comment.

APPROVAL OF AGENDA

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGENDA WITH ACTION ITEM THREE, DISCUSSION AND DECISION REGARDING THE HIRING OF OUTSIDE COUNSEL TO ADDRESS EMPLOYEE COMPLAINT AGAINST THE CITY MANAGER, MOVED TO BECOME ACTION ITEM ONE AND RENUMBER ACCORDINGLY; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

CONSENT AGENDA

1. Request Approval of Piggyback Agreement Between the City of Mount Dora and ENCO Utility Services Related to Utility Billing Services
2. Request Authorization to Purchase Electric Distribution Materials from Gresco Utility Supply Inc., in the amount of \$134,683.50
3. Request Authorization to Apply for a Broadband Multi-Purpose Community Facilities Program Grant From the Department of Economic Opportunity
4. Request Approval of Meeting Minutes
 - July 10, 2023 Budget Workshop Minutes
 - July 18, 2023 Regular Session Minutes

MOTION BY COUNCILMEMBER WALKER TO APPROVE THE CONSENT AGENDA; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

ACTION ITEMS

1. Discussion and Decision Regarding the Hiring of Outside Counsel to Address Employee Complaint Against the City Manager

****This item was moved from Action Item Three to become Action Item One***

Vice-mayor Crail provided an update on the actions that had taken place since the Budget Workshop on July 24th. Attorney Lindsay Greene has been contacted and is able to begin her investigation immediately.

MOTION BY COUNCILMEMBER ROLFSON TO APPOINT LINDSAY GREENE OF DSK LAW TO ADDRESS INVESTIGATING EMPLOYEE COMPLAINTS AGAINST THE CITY MANAGER; COUNCILMEMBER BRYANT SECONDED THE MOTION.

Mayor Stile opened public comment.

Josh Hemingway, 1177 East Seventh Avenue, questioned why this matter is not being reviewed by the City's labor attorney before it is investigated.

Mayor Stile closed public comment.

Suspension from duty during the investigation was discussed. Mayor Stile emphasized the gravity of the situation, as the employee who filed the whistleblower complaint had been relieved of some duties, while the City Manager remains in his position. She referenced perceived communication problems. She mentioned recent additional resignations and unfilled staff positions.

MOTION PASSED BY A 7-0 ROLL CALL VOTE.

YES Rolfson
 Bryant
 Cataldo
 Dawson
 Walker
 Crail
 Stile
NO None

Councilmember Rolfson spoke in support of the Mayor's concerns. He reminded those present of Council's fiduciary duty of trust to the citizens of Mount Dora. He pointed out the necessity of mutual respect and trust between manager and staff in order for the City to run smoothly. He spoke of his past support of the City Manager, and acknowledged that Council will ordinarily refrain from involvement in management. However, because he had been approached by key staff and directors regarding their concerns, he recognizes the duty of Council to intervene.

Councilmember Rolfson stated staff communications with him portray serious problems between staff and the City Manager, as well as conditions that prevent staff from attempting to improve the circumstances. He referenced the employee survey mentioning the toxic work environment at the City. Councilmember Rolfson spoke of the risk staff assumes in voicing their concerns. He pointed out the costliness of resignations.

Councilmember Rolfson enumerated specific concerns regarding the City Manager's actions, including difficulties throughout the hiring process, inaccessibility, fear of job security when providing a professional opinion differing from that of management, inattentiveness during meetings, professed attempts by the executive assistant to identify the sources of negative comments provided anonymously during the employee survey performed under Council direction, perceived inappropriate influence from a private citizen known to publicly disparage City officials, an atmosphere of suspicion and overt mistrust, and disregard of Council's Employee Policy 3.18, Sections 10 and 12, regarding the Human Resources designation for employee investigations.

Additionally included in the Councilmember's concerns were circumvention the City's legal counsel and moving forward to secure new legal counsel without Council direction to do so.

Councilmember Rolfson spoke about the selection process for a new City Attorney. He expressed displeasure with placing on the meeting's agenda items regarding the hiring of legal counsel without initial direction from Council, and of neglecting to inform the current City Attorney, who had resigned but agreed to act as interim until a new City Attorney had been appointed. He emphasized the importance of following policy established by Council.

MOTION BY COUNCILMEMBER ROLFSON THAT THE CITY MANAGER BE SUSPENDED IMMEDIATELY WITH FULL PAY AND FULL BENEFITS OUT OF FAIRNESS TO HIM UNTIL SUCH TIME AS A FULL INVESTIGATION IS COMPLETED. DURING THE SUSPENSION PERIOD, MR. COMISKEY WILL RETURN TO THE CITY CLERK OR THE HR DIRECTOR HIS CITY COMPUTER, CITY TELEPHONE, CITY BUILDING ACCESS CARDS, AND ALL OTHER CITY DEVICES ASSIGNED TO HIM UNTIL HE MAY BE FULLY REINSTATED. DURING THE TERM OF SUSPENSION, ELECTRIC UTILITY DIRECTOR STEVE LANGLEY IS APPOINTED IMMEDIATELY TO SERVE AS ACTING AND TEMPORARY CITY MANAGER WITH ALL AUTHORITY PERTAINING TO THAT OFFICE, ASSUMING HE AGREES TO THAT APPOINTMENT, UNTIL SUCH TIME AS THE PENDING INVESTIGATION IS COMPLETED AND THE CITY COUNCIL DETERMINES OTHERWISE. DURING THE TERM OF SUSPENSION, MR. COMISKEY IS NOT TO COMMUNICATE WITH ANY STAFF IN ANY CITY MANAGEMENT CAPACITY, INCLUDING NO DIRECTION TO CITY STAFF REGARDING ANY CITY ISSUES UNTIL HE MAY BE FULLY REINSTATED. FOLLOWING THE COMPLETION OF THE INVESTIGATION, THE MAYOR IS URGED TO PROMPTLY TAKE STEPS TO ARRANGE A CITY COUNCIL MEETING WHEN ALL COUNCIL MEMBERS MAY BE PRESENT FOR THE PURPOSE OF FULLY CONSIDERING THE PENDING INVESTIGATIVE RESULTS; MAYOR STILE SECONDED THE MOTION.

Councilmember Bryant disagreed with the motion. He noted that the City Attorney submitted her resignation and the City Manager was looking for an interim, not a permanent City Attorney.

Councilmembers discussed the appropriateness of the City Manager's actions.

Councilmember Dawson agreed with Councilmember Bryant.

Councilmember Cataldo enquired about the status of the City's Council-directed conflict resolution process. He was told that the deadline for firms responding to the RFQ is the middle of August.

Councilmember Cataldo noted he had spoken with City Manager about the search for a new City Attorney. He did not agree with suspension of the City Manager.

The City Attorney stated the reasons for her resignation. She emphasized the offer in her resignation to serve as interim attorney until a new attorney is appointed. The City Attorney stated the City Manager's actions regarding this meeting had been disrespectful.

Mayor Stile spoke about the appropriate process for soliciting for and appointing a new City Attorney.

Council spoke further about whether the City Manager had been directed to solicit for a new City Attorney.

The City Manager pointed out a former employee under investigation was not placed on leave.

Councilmembers further discussed the attorney selection process, and the difference between a recommendation and a selection.

Councilmember Walker expressed support for due process regarding the current conditions at City Hall and for the selection of a City Attorney.

Mayor Stile opened comment.

Joe Lewis, 148 Charles Avenue, voiced displeasure with the current state of City matters, and spoke in support of staying the course.

Josh Hemingway, 1177 East Seventh Avenue, expressed displeasure regarding the meeting's events and suspicion regarding certain participants.

Mayor Stile closed public comment.

The Vice-mayor suggested the attorney hired for the investigation of the complaint would be the most suitable party to advise regarding the appropriateness of suspension.

Councilmembers discussed the suitability of presenting a single attorney recommendation versus presenting several options from which Council could make their choice.

MOTION FAILED BY A 3-4 ROLL CALL VOTE

YES Rolfson
Stile
Walker

NO Cataldo
Dawson
Bryant
Crail

2. Authorization for Mayor to Execute an Engagement Letter with Daniel F. Mantzaris, Esq. of de Beaubien, Simmons, Knight, Mantzaris & Neal for Interim City Attorney Services

City Manager Comiskey explained the reason this item is on the agenda. Mr. Mantzaris described his background. He stated there were conditions of which he was not aware when he agreed to



attend this meeting. He suggested the City continue to use Ms. Sutphen until a new attorney is hired. His firm will apply to be under consideration for the new City Attorney.

Council discussed the attorney transition process. Mr. Mantzaris explained the advantages of not contracting an interim attorney.

Mr. Mantzaris stated there would be no conflict of interest if separate attorneys from his firm were hired to conduct the HR investigation and to serve as the City Attorney.

Council confirmed that Ms. Sutphen agrees to serve as City Attorney until a new City Attorney is hired.

MOTION BY COUNCILMEMBER ROLFSON TO TABLE ACTION ITEM TWO, AUTHORIZATION FOR THE MAYOR TO EXECUTE AN ENGAGEMENT LETTER WITH DANIEL F. MANTZARIS, ESQ. OF DE BEAUBIEN, SIMMONS, KNIGHT, MANTZARIS & NEAL FOR INTERIM CITY ATTORNEY SERVICES, UNTIL LINDSAY GREENE HAS COMPLETED THE INVESTIGATION AND COUNCIL TAKES OTHER STEPS, IF ANY, TO SEEK A CITY ATTORNEY; MAYOR STILE SECONDED THE MOTION.

Mayor Stile opened public comment.

Frank Kerwin, 110 East Fifth Avenue, suggested the City hire a full-time attorney on staff. He urged Council to act for the people.

Josh Hemingway, 1177 East Seventh Avenue, stated Ms. Sutphen started as interim attorney. He voiced support for the hiring of Mr. Mantzaris as interim.

Joe Lewis, 148 Charles Avenue, spoke in favor of Ms. Sutphen continuing, if she remained agreeable, until a new attorney is hired.

Bob Gordon, 601 East First Avenue, agreed the City needs an in-house attorney, and urged the City to perform a cost analysis.

Michell Middleton, 113 East Fifth Avenue, spoke regarding the relationship between the investigation of the City Manager complaint and the hiring of a new City Attorney, positing the result of one would affect the outcome of the other.

Christine King Harris, 402 East Jackson Avenue, spoke about the negative effects of current conditions in the City, and about conflict resolution.

Mayor Stile closed public comment.

Council discussed the appearance of impropriety regarding a conflict of interest.

Ms. Sutphen clarified the conditions of her initial hiring with the City.

Mr. Mantzaris spoke about the expense of transitioning between attorneys. The cost of an in-house attorney versus a contracted attorney was mentioned. Ms. Greene's rates are due to her specialization. Mr. Mantzaris stated he was not aware of Ms. Greene's assignment; he would prefer to remain uninvolved until the investigation is complete.

Ms. Sutphen agreed to remain as the City Attorney, but requested improved communication and cooperation. She expressed displeasure with unexpected items added to the agenda after she had reviewed it.

Mr. Comiskey and Ms. Sutphen disagreed regarding communications and the appropriateness of decisions regarding legal counsel. Councilmembers offered varying perspectives.

YES Rolfson
 Stile
 Cataldo
 Dawson
 Walker
 Crail
NO Bryant

MOTION PASSED WITH A 6-1 ROLL CALL VOTE.

Mayor Stile adjourned for a recess at 8:24 p.m.
Mayor Stile called the meeting back to order at 8:33 p.m.

2. Request Approval of Task Authorization/GMP (Guaranteed Maximum Price) with Faden Builders, Inc., Related to the Downtown Streetscape Repairs and Enhancement Program

City Construction Manager Chet Cramer and Faden Builders representative Phil Rapalje presented information on the item. Mr. Cramer stated staff recommends approval of the task authorization. He confirmed funding would come from the CRA.

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

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE TASK AUTHORIZATION/GMP WITH FADEN BUILDERS RELATED TO THE DOWNTOWN STREETSCAPE REPAIRS AND ENHANCEMENT PROGRAM; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS ROLL CALL VOTE.

YES Rolfson
 Walker
 Cataldo
 Dawson
 Bryant
 Crail
 Stile

NO None

4. Authorize the City Manager to Settle Disputed billing with Wharton-Smith, Inc. in an Amount not to Exceed \$50,000

Mr. Cramer explained the history of the item. Council discussed the City's options in this matter. City staff is in favor of settling. Council discussed the processes that led to this circumstance, the value of the additional services that were performed that exceeded the original scope of work with the vendor, and whether those services eventually would have been requested by the City.

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

MOTION BY COUNCILMEMBER WALKER TO AUTHORIZE THE CITY MANAGER TO SETTLE DISPUTED BILLING WITH WHARTON-SMITH IN AN AMOUNT NOT TO EXCEED \$50,000; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 6-1 ROLL CALL VOTE.

YES Walker
 Dawson
 Cataldo
 Bryant
 Crail
 Stile
NO Rolfson

5. Request Approval of Agreement between the School Board of Lake County and the City of Mount Dora for School Resource Officer Program 2023-2024

Deputy Police Chief Victor Uvalle spoke about the agreement, which been approved by the City's legal counsel and Lake County. Staff and Council discussed why City officers are used for this purpose. Staff informed Council the school position does not put at disadvantage regular police staffing. The benefits of a local School Resource Officer were discussed. The position is partially reimbursed by the County.

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

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY AND THE CITY OF MOUNT DORA FOR SCHOOL RESOURCE OFFICER PROGRAM 2023-2024; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS ROLL CALL VOTE.

YES Rolfson
 Crail
 Cataldo
 Dawson
 Walker
 Bryant
 Stile
NO None

PUBLIC HEARINGS

1. Request Adoption of **Resolution No. 2023-29**, Early Equipment Procurement and Owner Direct Purchase for Mount Dora Public Works Facility

City Attorney Sutphen read Resolution No. 2023-29 by title only.

RESOLUTION NO. 2023-29

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE EARLY DIRECT PURCHASE OF PRE-ENGINEERED METAL BUILDINGS AND RELATED EQUIPMENT FOR THE CITY PUBLIC WORKS FACILITY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AUTHORIZATION FOR DIRECT MATERIALS ACQUISITION; 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.

Construction Manager Chet Cramer explained this item is similar to the agreement with Wharton-Smith for the Fire Station, but with AJAX Construction for the Public Works Complex. Representatives from AJAX were available to answer questions specific to their proposal. Numbers were clarified. The advantages and disadvantages of owner direct purchasing were discussed.

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

MOTION BY VICE-MAYOR CRAIL TO ADOPT RESOLUTION NO. 2023-29, EARLY PROCUREMENT AND OWNER DIRECT PURCHASE FOR MOUNT DORA PUBLIC WORKS FACILITY; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS ROLL CALL VOTE.

YES Crail
 Rolfson
 Cataldo
 Dawson
 Walker

Bryant
Stile
NO None

DISCUSSION ITEM

1. Strong Towns Work Session

Mayor Stile spoke about the reasons this item is on the agenda. The county's Strong Towns Director of Community Action could conduct a workshop for the City Council and the Planning and Zoning Commission in-person or through Zoom. Councilmember Rolfson suggested the workshop include varying perspectives. The tenets of Strong Towns were mentioned. City Senior Planner Michele Janiszewski will coordinate the workshop.

CITY MANAGER'S REPORT

The City Manager spoke with Council about scheduling a work session regarding the Mount Dora Groves annexation. It was decided the work session would happen on August 7th at 6:00 p.m.

CITY ATTORNEY'S REPORT

The City Attorney announced two new lawsuits brought against the City.

COMMUNICATIONS AND REPORTS

Councilmember Dennis Dawson thanked Public Works Director

1. Councilmember Dennis Dawson thanked Public Works Director George Marek and residents for the petition and resulting new stop sign at 11th Avenue and Crestview Drive.
2. Councilmember Nate Walker reminded those present that slavery did not benefit black people.
3. Councilmember Doug Bryant thanked Budget Director Aneta Barton for the document providing responses to questions from the budget workshop.
4. Vice-mayor Crail agreed with Councilmember Bryant and congratulated staff on the Last Call event.

The Vice-mayor clarified procedures and points of contact for moving forward with Lindsay Greene. The Vice-mayor would be the Councilmember contacting Ms. Greene. The City Clerk would forward the executed retainer letter to Ms. Greene's office. Councilmember Cataldo requested to be updated as the process moves forward.

By consensus, Council directed the City Manager to allow the Purchasing Department to open an RFQ for a new law firm.

Council discussed a plan to move forward in the interim to ensure effective communication between the City Attorney and City staff, and between the City Attorney and the City Manager.

The Conflict Resolution consultant will be chosen in the middle of August.

Councilmember Bryant confirmed with Council that Council prefers a hiring a law firm and not in-house counsel.

The importance of communication between the City Attorney and City Manager were emphasized.

The Vice-mayor recommended adding City Manager-City Attorney relations to the scope for the Conflict Resolution consultant.

5. Mayor Crissy Stile commented favorably about the Last Call event. She thanked Chet Cramer for his service to the City. She asked for updates on the Broadband Multi-Purpose Community Facilities Program Grant From the Department of Economic Opportunity as information becomes available. She congratulated the new IT Director. She confirmed Personnel budgeting would be presented with the budget information at August 28th's budget workshop. She corrected some reported numbers regarding Code Enforcement.

ADJOURNMENT

MOTION BY COUNCILMEMBER WALKER TO ADJOURN; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, Mayor Stile adjourned the meeting at 9:30 p.m.

CRISSY STILE, MAYOR
City of Mount Dora

JEANANN HAND, CITY CLERK
City of Mount Dora

Mount Dora Public Works Facility

60% Design Update

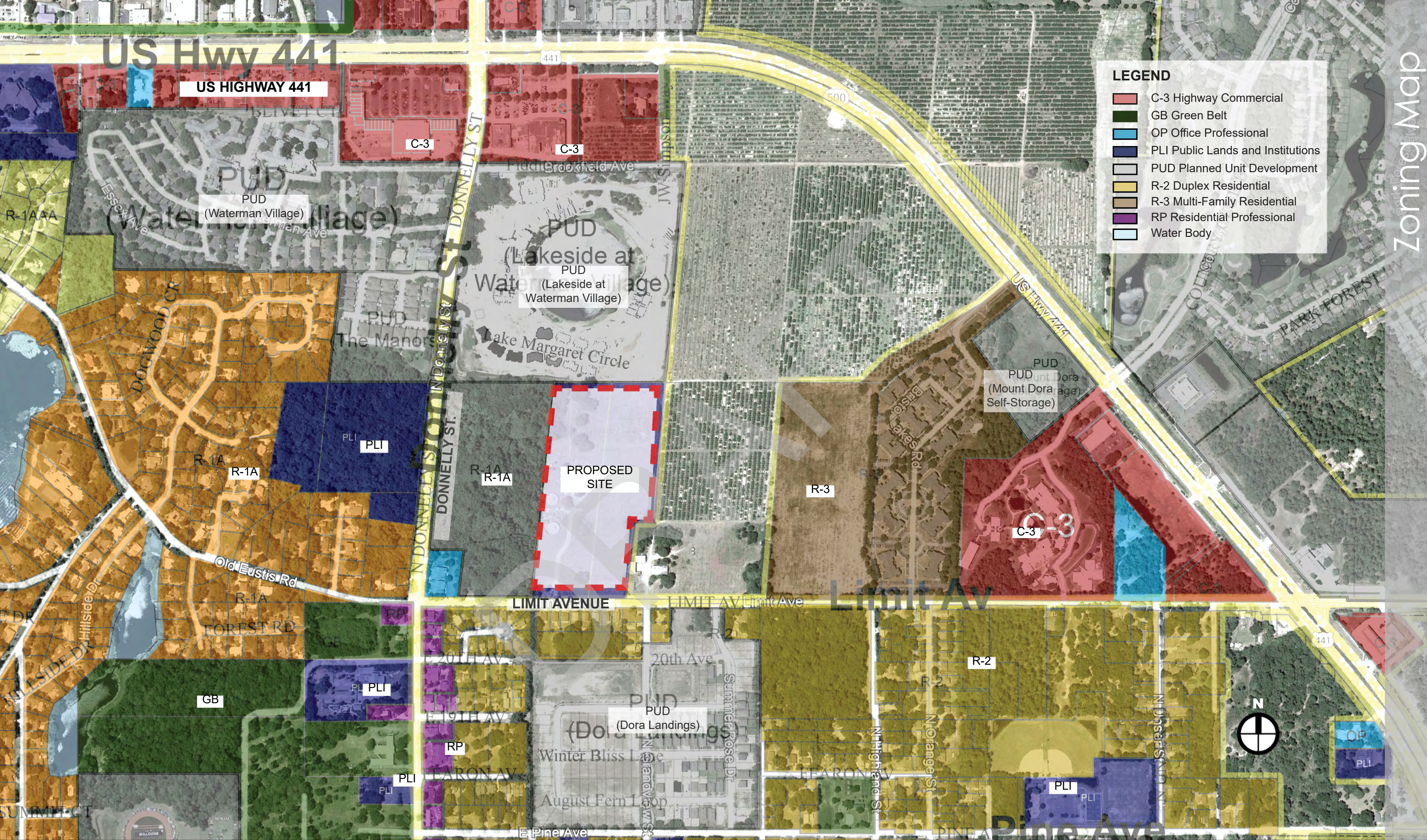


The Mount Dora Public Works Facility is being created to serve the needs of the city for operations and storage of public works, leisure services, logistics, and construction management, as well as administrative offices.



PROJECT FACT SHEET

- **Location:** Limit Avenue
- **Site Size:** 17.65 acres (768,818.68 sf)
- **Site Development Area:** 15.15 acres
- **Facility includes:**
 - Operations and Inventory Warehouse, 29,010 sf.
 - Covered Material Storage Area, 14,075sf.
 - Covered Non-Inventory Rolling Asset Storage, 30,000 sf.
- Designed to withstand Category 2 Hurricane force winds
- Electrical generator back up system with fuel tank
- A laydown yard
- **Proposed building materials:**
 - Pre-engineered metal building (PEMB) structure
 - Insulated metal panel skin with upgraded stucco finish on the street facing sides.
 - Storefront glazings on the front and east side of the building
 - Standard metal panels are used only at the rear and west side of the building.

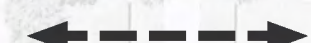


Zoning Map

KEY

- 1 ENTRY / EXIT
- 2 VISITOR PARKING (10)
- 3 INVENTORY WAREHOUSE
- 4 LOADING DOCK
- 5 CENTRAL UTILITY PLANT (CUP)
- 6 COVERED INVENTORY STORAGE
- 7 STAFF PARKING (120)
- 8 NON-INVENTORY ROLLING ASSETS
- 9 LAYDOWN YARD
- 10 DUMPSTER
- 11 FUTURE ROAD
- 12 WATER TREATMENT EXPANSION
- 13 STORM WATER POND
- 14 FUTURE GATE

LEGEND

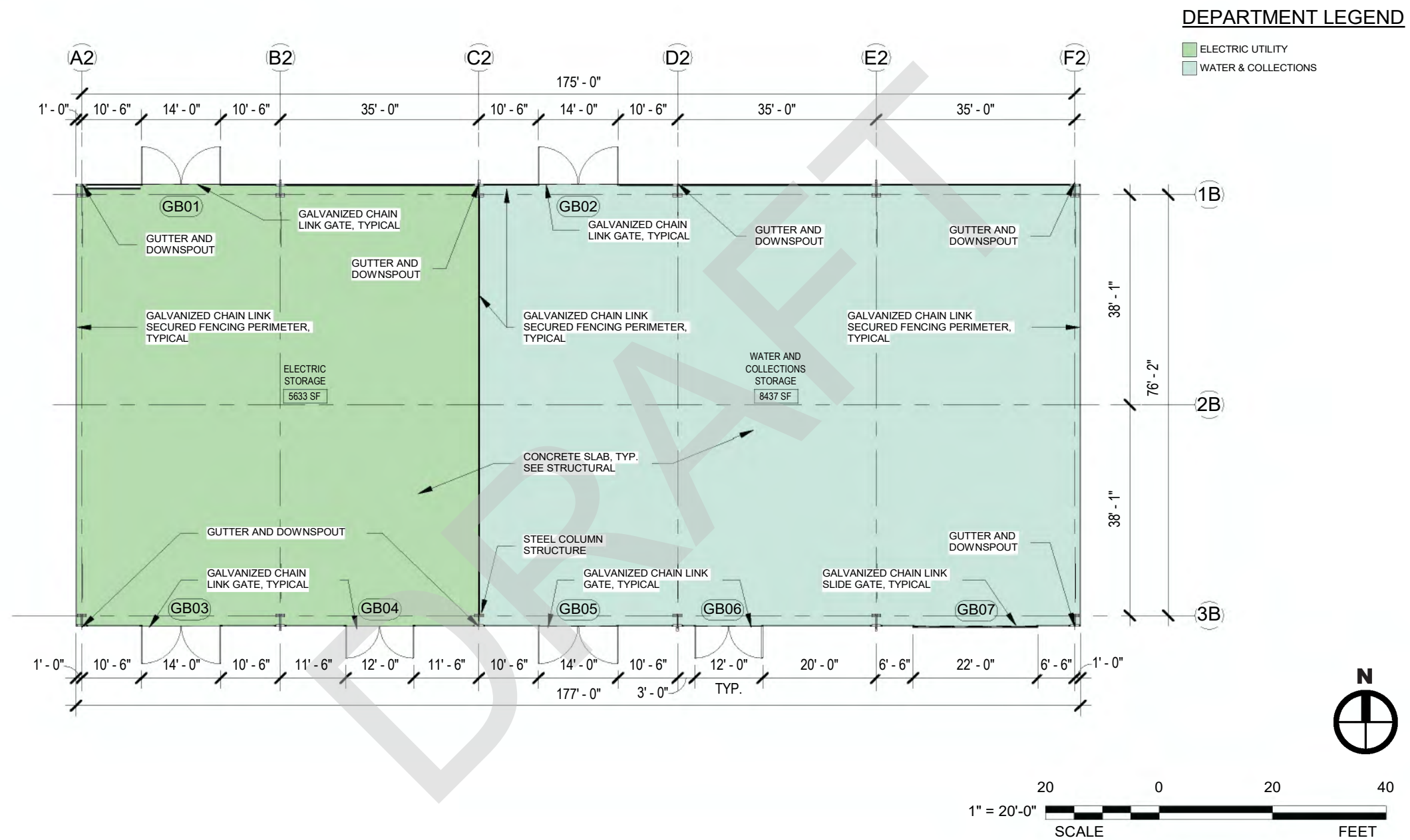
- PROPERTY LINE 
- SETBACK 
- PROJECT SCOPE 
- FUTURE ROAD 
- SITE ENTRY 

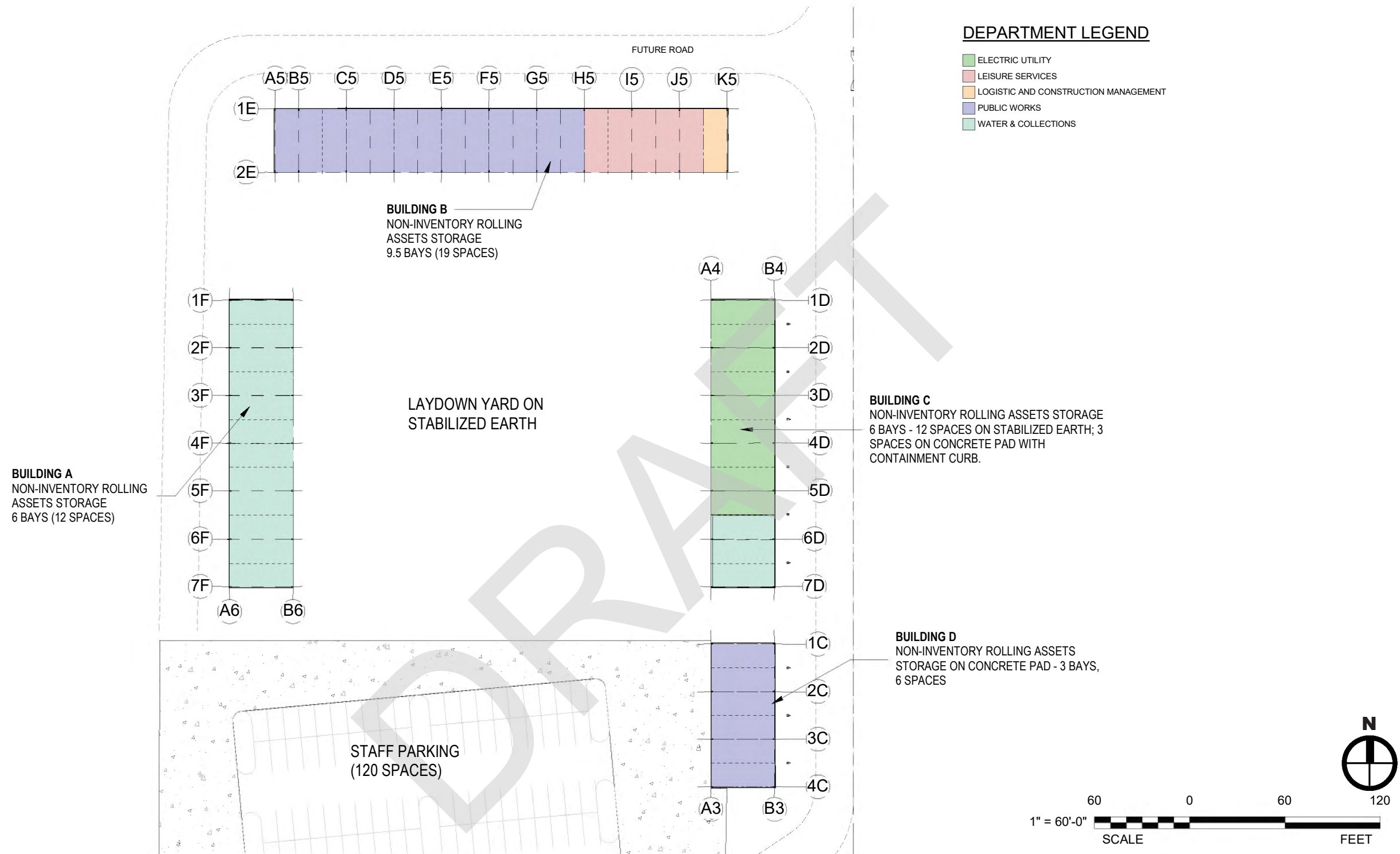
DEVELOPMENT DATA

SITE DEVELOPMENT AREA	15.15 ACRES
PARKING COUNT	
PUBLIC	10
SECURED	120
TOTAL	130

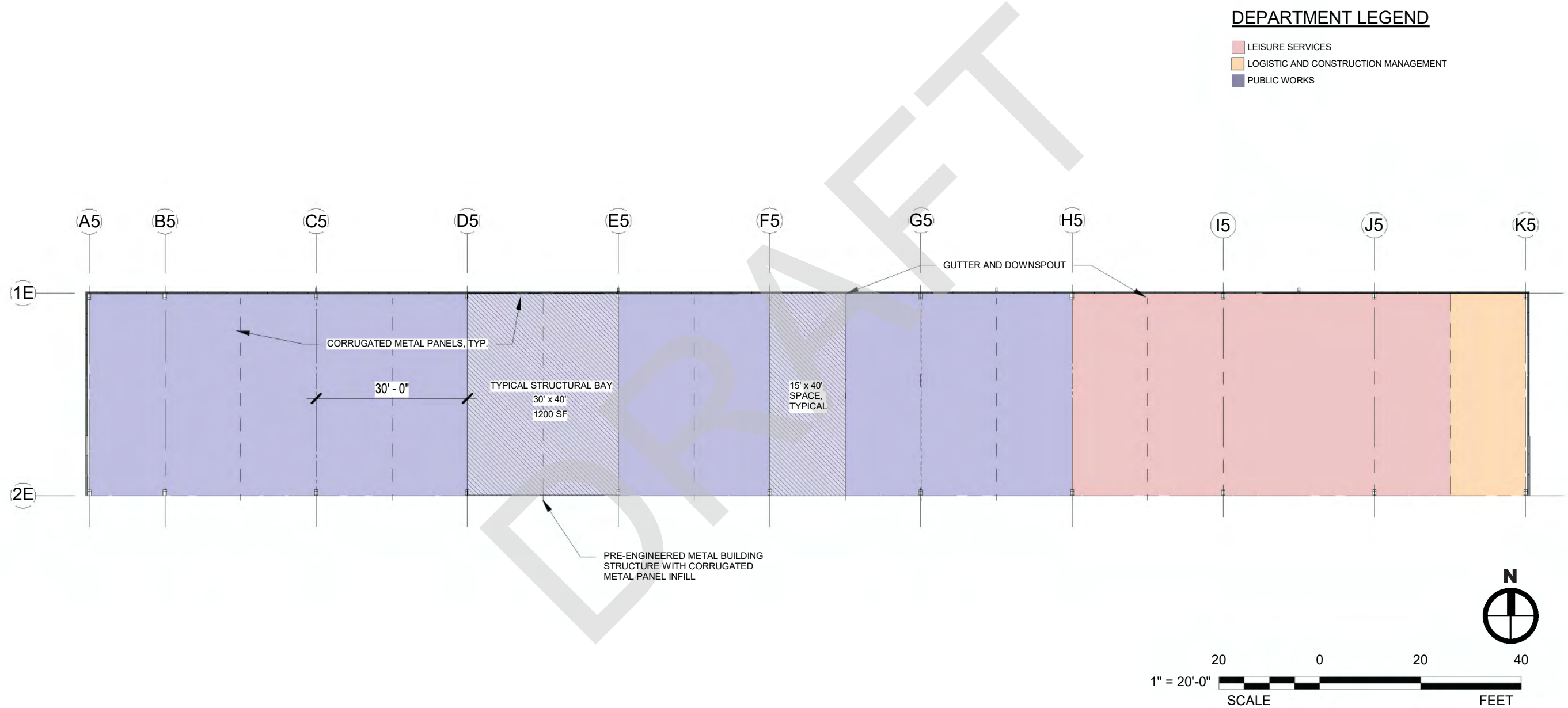








KEY PLAN
PRE-ENGINEERED METAL BUILDINGS





Rendering : South-East View



Rendering: South-West View



Rendering : Rear view of Warehouse

Cost Management Recap



Sort Sequences:

- 1. Elem
- 2. Major Item Code
- 3. Not Used
- 4. Not Used

Estimate File: :MtDora_202009_23048_60CD_03.est - MT DORA PUE
WORKS (NEW 60 CD), MOUNT DORA,
Estimator: AJAX ESTIMATI
Primary Project Qty:73541 :
Secondary Project Qty: (:
Estimate UM: Imperi:

Report includes Taxes & Insurance.

10:23:40AM

6/26/2023

Description	Unit\$	Total \$
NOTICE : This Document is considered proprietary information and shall not be distributed beyond the intended recipient without the express written consent of Ajax Building Company, LLC !!		
Total Major Item Code 01300.000 GENERAL CONDITIONS		\$27,804
Total Major Item Code 01300.300 GENERAL REQUIREMENTS		\$4,500
Total Major Item Code 13120.000 PRE-ENGINEERED STRUCTURES		\$3,986,997
Total Major Item Code 23000.000 HEATING, VENTILATION, & AIR CONDITIONING		\$166,867
Total Major Item Code 26000.000 ELECTRICAL WORK		\$280,716
Total Elem A PRE-CONSTRUCTION EARLY RELEASE PHASE		\$4,466,883
Total Major Item Code 01300.000 GENERAL CONDITIONS		\$985,546
Total Major Item Code 01300.300 GENERAL REQUIREMENTS		\$895,193
Total Major Item Code 03000.000 CONCRETE WORK		\$1,252,389
Total Major Item Code 05500.000 MISCELLANEOUS & FABRICATED METALS		\$117,155
Total Major Item Code 06000.000 LUMBER & ROUGH CARPENTRY		\$1,500
Total Major Item Code 07100.000 WATERPROOFING & DAMPPROOFING		\$2,970
Total Major Item Code 07900.000 JOINT SEALERS		\$40,000
Total Major Item Code 08100.000 METAL DOORS & FRAMES		\$64,375
Total Major Item Code 08200.000 WOOD & PLASTIC DOORS		\$11,242
Total Major Item Code 08300.000 SPECIALTY DOORS		\$48,003
Total Major Item Code 08400.000 ENTRANCES & STOREFRONTS		\$181,709
Total Major Item Code 08500.000 WINDOWS		\$1,664
Total Major Item Code 08700.000 FINISHED HARDWARE		\$60,780
Total Major Item Code 09100.000 GYP BOARD, PLASTER, & STUCCO SYSTEMS		\$609,942

Sort Sequences:

- 1. Elem
- 2. Major Item Code
- 3. Not Used
- 4. Not Used

Estimate File: :MtDora_202009_23048_60CD_03.est - MT DORA PUE
WORKS (NEW 60 CD), MOUNT DORA,
Estimator: AJAX ESTIMATI
Primary Project Qty:73541 :
Secondary Project Qty: (:
Estimate UM: Imperi:

Report includes Taxes & Insurance.

10:23:40AM

6/26/2023

Description	Unit\$	Total \$
NOTICE : This Document is considered proprietary information and shall not be distributed beyond the intended recipient without the express written consent of Ajax Building Company, LLC !!		
Total Major Item Code 09300.000 TILE		\$30,470
Total Major Item Code 09500.000 CEILINGS		\$50,704
Total Major Item Code 09600.000 FINISHED FLOORING		\$116,934
Total Major Item Code 09700.000 WALL FINISHES		\$27,216
Total Major Item Code 09800.000 ACOUSTICAL TREATMENT		\$4,752
Total Major Item Code 09900.000 PAINTS & COATINGS		\$124,241
Total Major Item Code 10000.000 MISCELLANEOUS BUILDING SPECIALTIES		\$125,997
Total Major Item Code 11000.000 BUILDING EQUIPMENT		\$97,781
Total Major Item Code 12000.000 BUILDING FURNISHINGS		\$107,860
Total Major Item Code 13000.000 SPECIAL CONSTRUCTION		\$11,000
Total Major Item Code 21000.000 FIRE SUPPRESSION SYSTEMS		\$128,382
Total Major Item Code 22000.000 PLUMBING WORK		\$443,466
Total Major Item Code 23000.000 HEATING, VENTILATION, & AIR CONDITIONING		\$969,910
Total Major Item Code 26000.000 ELECTRICAL WORK		\$1,806,900
Total Major Item Code 27000.000 COMMUNICATIONS SYSTEMS		\$198,716
Total Major Item Code 28000.000 ELECTRONIC SAFETY & SECURITY SYSTEMS		\$590,503
Total Major Item Code 31000.000 SITEWORK		\$1,009,268
Total Major Item Code 32000.000 SITE IMPROVEMENTS		\$2,615,585
Total Major Item Code 33000.000 SITE UTILITIES		\$755,654
Total Elem B CONSTRUCTION - COST OF WORK		\$13,487,807
Total Major Item Code 36000.000 BONDS & INSURANCE		\$446,613
Total Major Item Code 37000.000 WARRANTIES		\$8,281
Total Major Item Code 50000.000 ESCALATION COST		\$424,659
Total Major Item Code 80000.000 CONTINGENCY		\$1,283,977
Total Elem C CONTINGENCY, BONDS, INSURANCE		\$2,163,530

10:23:40AM

6/26/2023

Description	Unit\$	Total \$
NOTICE : This Document is considered proprietary information and shall not be distributed beyond the intended recipient without the express written consent of Ajax Building Company, LLC !!		
Total Major Item Code 90000.000 OVERHEAD & FEE		\$1,114,730
Total Elem D CONSTRUCTION MANAGER FEE		\$1,114,730
ESTIMATE TOTALS		\$21,232,950

Report includes Taxes & Insurance.

- Pre-Construction Early Phase Release
(Does not include taxes, contingency and bond) \$ 4,466,883
- Construction - Cost of Work \$ 13,487,807
- Contingency, Bonds, Insurance \$ 2,163,530
- Construction Manager Fee \$ 1,114,730
- Total \$ 21,232,950**

Mount Dora Public Works Facility - Project Schedule

Notice to Proceed: 01/04/2023 - Council Re-Authorization
Date: 7/19/2023 (Wednesday)

TASK	Time Allotted	START	END	DAYS	WORK DAYS	Status
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 MT. DORA / AJAX 2/13/23
Planning Meeting with Public Works/Stormwater Engineering George Merek						
Planning Meeting with Planning Director Vince Sandersfeld						
Meeting with Pre Engineered Metal Bldg. Manufacturer						COMPLETED
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 60% DESIGN - Construction Documents	12 weeks		-		-	
2.1 DD / 60% Construction Documents	10 weeks	Wed 3/08/23	Tue 5/16/23	70	50	DELIVERED TO MT. DORA / AJAX 5/16/23
- Early Procurement Packages (PEMB, HVAC equipment, Generator - BIDDING)	6 weeks	Tue 5/16/23	Fri 6/30/23	45	30	COMPLETED
2.2 Owner Review and CM DD Cost Estimate	2 weeks	Mon 7/03/23	Mon 7/17/23	14	10	
VE - Design Items Review (IF APPLICABLE)						
2.2.1 Planning & Zoning Submittal w/Site Review						
2.2.2. Building Design Review						
2.2.3. DRC Meeting						
2.2.4 P & Z Meeting						
Presentation to Council			Tue 8/01/23			EARLY PROCUREMENT PACKAGE
3 Site Permitting	12 weeks					
3.1 90% CD Document Submittal		Fri 6/30/23	Fri 9/22/23	84	61	
3.1.1 St. John's Water Management District Permit Pre-Application		Fri 6/30/23	Wed 7/12/23	12	9	COMPLETED
3.1.2 St. John's Water Management District Permit Final Application		Fri 6/30/23	Mon 7/31/23	31	22	SUBMITTAL BY CIVIL ENGINEER
3.1.3 Lake County ROW Permitting		Fri 6/30/23	Mon 7/31/23	31	22	SUBMITTAL BY CIVIL ENGINEER
4 90% Construction Documents	8 weeks		-		-	
4.1 90% Documents & Specs/ GMP / Permit review	6 weeks	Wed 8/02/23	Fri 9/15/23	42	33	
4.2 Owner Review / CM Review & Estimate	2 weeks	Fri 9/15/23	Fri 9/29/23	15	11	
5 Permit & Final Construction Documents	3 weeks		-		-	
5.1 Permit & Final Construction Documents & Specs	3 weeks	Mon 10/02/23	Mon 10/23/23	22	16	
6 Bidding & Permit	7 weeks		-		-	
6.1 Bid/GMP Preparation	7 weeks	Mon 10/23/23	Mon 12/11/23	49	36	
6.2 City Commission Meeting			Mon 12/18/23			
7 Construction Period	56 weeks		-		-	
7.1 From NTP to Substantial & Final Completion	56 weeks	Mon 1/22/24	Sun 2/16/25	392	280	



CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION MINUTES
August 15, 2023, 6:00 PM
Mount Dora City Hall
510 N. Baker St., Mount Dora, FL 32757

CALL TO ORDER

Having been duly advertised as required by law, Mayor Crissy Stile called to order the August 15, 2023, City Council Regular Session at 6:00 p.m.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

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

ROLL CALL

Members Present

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

Also Present

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

PRESENTATIONS

1. Mount Dora Fun Fact

Mayor Stile provided information about a back-to-school fish-a-thon that used to be held by the Golden Triangle merchants in Lake Tem, the pond in front of the shopping center. Students won school-related prizes based on the size of fish caught.

2. Pink Tea Proclamation

Mayor Stile read the Pink Tea proclamation into the record.

3. Fiscal Year 2021-2022 Audit Presentation by MSL CPAs & Advisors

MSL CPAs and Advisors representative Bill Blend presented the results of the past fiscal year's audit. Mr. Blend provided information on a PowerPoint, which is attached to the minutes as Exhibit A.

PUBLIC COMMENT

Mayor Stile opened public comment.

Joe Lewis, 148 Charles Avenue, spoke about Envision Mount Dora, and urged Council to take on that project once again.

Danielle Olivani, 3688 Lake Eleanor Drive, thanked Councilmember Dawson for bringing forward the Safe Place Initiative.

Mayor Stile closed public comment.

APPROVAL OF AGENDA

Mayor Stile requested moving Consent Agenda Item Six, Request Approval of Task Authorization with Faden Builders for 5th Avenue ADA Sidewalk Improvements, to Action Item One on the Regular Agenda.

MOTION BY COUNCILMEMBER BRYANT TO APPROVE THE AGENDA WITH CONSENT ITEM SIX, REQUEST APPROVAL OF TASK AUTHORIZATION WITH FADEN BUILDERS FOR 5TH AVENUE SIDEWALK IMPROVEMENTS, MOVED TO ACTION ITEM ONE ON THE REGULAR AGENDA; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

CONSENT AGENDA

1. Request Approval of Task Authorization With Faden Builders For 5th Avenue Sidewalk Improvements
2. Request Approval of the Agreement for the Project Archivist Grant with the Florida Department of State, Division of Historical Resources
3. Request Approval of Amendment 1 to the Piggyback Agreement Between the City of Mount Dora and Guardian Equipment, Inc. for Chemical Feed Systems Maintenance and Repair Parts
4. Request Approval to Execute Engagement with Fisher & Phillips, LLP for Legal Representation of the City of Mount Dora for Union Negotiations and Union-related Matters
5. Request Approval of Renewal Proposal for Reinsurance with Florida Blue
- ~~6. Request Approval of Task Authorization with Faden Builders for 5th Avenue ADA Sidewalk Improvements.~~ ****Moved to Action Item One on the Regular Agenda***
7. Request Approval of Change Order for PO 23-2000 with C.A.P Government Inc., for On-Call Building Inspection Services
8. Request Approval to Apply for the Florida Recreation Development Assistance Grants and Request Authorization for the Mayor to Sign the Application Once Complete
9. Request Approval to Waive Fees for Use of the Donnelly Park Building by Empty Bowls
10. Request Approval of Meeting Minutes
 - July 24, 2023 Budget Workshop Minutes

MOTION BY COUNCILMEMBER WALKER TO APPROVE THE CONSENT AGENDA WITH CONSENT ITEM SIX, REQUEST APPROVAL OF TASK AUTHORIZATION WITH FADEN BUILDERS FOR 5TH AVENUE SIDEWALK IMPROVEMENTS, MOVED TO ACTION ITEM ONE ON THE REGULAR AGENDA; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

ACTION ITEM

1. Request Approval of Task Authorization with Faden Builders for 5th Avenue ADA Sidewalk Improvements

****This item was moved from Consent Agenda Item Six on the published agenda to become Action Item One on the Regular Agenda.***

Mayor Stile stated she had spoken with Faden Builders and Public Works Director George Marek about taking a deeper look at the project and the options available for altering the tree wells to contain choices providing more shade.

MOTION BY COUNCILMEMBER ROLFSON TO TABLE THIS ITEM, REQUEST APPROVAL OF TASK AUTHORIZATION WITH FADEN BUILDERS FOR 5TH AVENUE SIDEWALK IMPROVEMENTS, UNTIL THE SEPTEMBER 7, 2023, REGULAR SESSION; COUNCILMEMBER DAWSON SECONDED THE MOTION.

Councilmembers Rolfson and Dawson spoke in favor of incorporating this aspect into the project. Councilmember Rolfson noted the original intent of the project is still a priority.

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

MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Rolfson
Dawson
Cataldo
Walker
Bryant
Crail
Stile

NO None

PUBLIC HEARINGS

1. Request Approval of First Reading of Ordinance No. 2023-11, Land Development Code Amendment

City Attorney Sherry Sutphen read Ordinance No. 2023-11 by title only.

ORDINANCE NO: 2023-11

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

City Planning Director Vince Sandersfeld requested this item be tabled until the September 7, 2023, meeting because minor edits to the ordinance had not been published with the agenda. The second first reading of the ordinance would take place at the September 7, 2023, City Council Regular Session.

Councilmember Rolfson confirmed the City Manager agreed with tabling the item.

MOTION BY COUNCILMEMBER ROLFSON TO TABLE THIS ITEM, ORDINANCE NO. 2023-11, LAND DEVELOPMENT CODE AMENDMENT, UNTIL THE SEPTEMBER 7, 2023, CITY COUNCIL REGULAR SESSION; COUNCILMEMBER WALKER SECONDED THE MOTION.

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

MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Rolfson
Walker
Cataldo
Dawson
Bryant
Crail
Stile

NO None

2. Request Adoption of Resolution No. 2023-30, Approving Financial Support for Lake Cares, Inc.

City Attorney Sherry Sutphen read Resolution No. 2023-30 by title only.

RESOLUTION NO. 2023-30

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO FINANCIAL SUPPORT FOR LAKE CARES, INC.; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AUTHORIZATION FOR FUNDING; 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.

Kelsey Gonzales, Executive Director of Lake Cares, spoke about Lake Cares, their new facility project, and their history of service to the community. She provided information about the recipients of their services, and about their volunteers. She reported they received support from the other cities in the Golden Triangle.

COUNCILMEMBER ROLFSON MOVED TO ADOPT RESOLUTION NO. 2023-30, APPROVING FINANCIAL SUPPORT FOR LAKE CARES, INC.; COUNCILMEMBER CATALDO SECONDED THE MOTION.

Councilmember Rolfson commented on the services offered by Lake Cares. He pointed out the City budgeted \$15,000 for this purpose.

Councilmember Walker thanked Ms. Gonzales.

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

MOTION APPROVED BY A 7-0 ROLL CALL VOTE.

YES Rolfson
Cataldo
Dawson
Walker
Bryant
Crail
Stile

NO None

3. Request Adoption of Resolution No. 2023-32, Safe Place Initiative

City Attorney Sutphen read Resolution No. 2023-32 by title only.

RESOLUTION NO. 2023-32

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE CITY OF MOUNT DORA POLICE DEPARTMENT SAFE PLACE INITIATIVE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AUTHORIZATION TO IMPLEMENT THE SAFE PLACE

INITIATIVE; 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.

Police Chief Michael Gibson provided background on the initiative. He described its history and purpose. He explained the program extends to all individuals who find themselves in the position of seeking a safe place. Chief Gibson spoke about strained relations between the police and the LGBTQ+ community and stated his intention to improve the circumstance. He explained this is a law enforcement program and a crime reduction program managed by the police department. He described the process of implementing the program. He reminded those present that this program does not discriminate against other vulnerable groups.

The proposed decal will not be distributed until it is approved by Council.

Councilmember Dawson spoke about the origin of this project in Mount Dora, explaining that recent legislation and rhetoric is creating a culture of fear. He stated he had contacted Chief Gibson in order to initiate the program in Mount Dora. He emphasized this is a public safety issue. It is not about the sticker, it is about the policy. He explained the decal must be recognizable to those in need. Police are being trained for the program.

MOTION BY COUNCILMEMBER DAWSON TO ADOPT RESOLUTION NO. 2023-32, SAFE PLACE INITIATIVE; VICE-MAYOR CRAIL SECONDED THE MOTION.

Vice-mayor Crail referenced Ordinance No. 2016-02, which formalized Mount Dora's commitment to Equal Rights. He mentioned the similarity of the initiative to Block Homes, safe places for children walking home from school. He stated the initiative is a good adjunct to Ordinance No. 2016-02.

Councilmember Rolfson expressed his qualified support of the initiative. He asked about the program being limited to the LGBTQ+ community, reminding those present that there are others in the community who are not treated well.

Ms. Sutphen pointed out Section 2B of the resolution contains inclusive language that mentions "and other victims of crime." The resolution allows for variations of the decal.

Councilmembers discussed possible variations for the design of the decal so that it may clearly indicate a broader intention. The relationship between law enforcement and the LGBTQ+ community, and the related under-reporting of harassment and crimes was discussed.

The impact upon businesses and facilities who choose not to display the decal was discussed. Chief Gibson would provide to Councilmember Cataldo a statistic regarding decal display in Orange County.

Various versions of the decal were discussed.

The badge and rainbow colors are a trademark for the organization. The decals may be altered, but must contain those components to be considered part of the program.

Mayor Stile opened public comment.

Charlie Sands, 980 Page Lane, spoke about LGBTQ+ prejudice experienced in the past, and the existence of a more tolerant culture at this time. She cautioned against segregation and suggested a broader, more inclusive program.

Henry Ollendick, 303 East Tenth Avenue, thanked the police chief for bringing this initiative forward. He stated that as president of the Triangle Connection, he is aware of increasing fear in the LGBTQ+ community because of the current political climate. He pointed out the sticker is optional, and it represents a safe space for everyone.

Ozell Ward, 318 East Jackson Avenue, suggested a similar option be available in residential districts. He pointed out there are other things we can do to take care of those who are marginalized.

Joe Lewis, 148 Charles Avenue, wondered about the liabilities involved for business owners who choose to display the decal.

Mayor Stile closed public comment.

The City Attorney mentioned stores could train their staff as they would for any other emergency. Businesses might speak to their insurance carriers if they have liability concerns.

Councilmembers discussed inclusivity and how it might be incorporated into the initiative. Councilmember Bryant suggested a message indicating that the whole downtown area is a safe haven.

Vice-mayor Crail read from Chapter 58 from the City's Code of Ordinances (Ordinance 2016-02):

"It's a matter of concern to the City Council to protect and safeguard the rights and opportunities of all individuals to be free from all forms of discrimination, including discrimination based on age, race, color, religion, national origin, disability, marital status, familial status, sex, sexual orientation, or gender identity."

"It is the desire of the City Council of Mount Dora to foster and encourage the growth and development of the City in a manner that will ensure that all individuals have an opportunity to live free from discrimination."

"The general purpose of this chapter is to secure for all individuals within the City freedom from discrimination because of age, race, color, religion, national origin, disability..."

The Vice-mayor noted the initiative carries the same spirit, acknowledging that while it may be modified going forward, it is a good start.

Councilmember Walker spoke in support of the initiative, and about about being on the right side of history. He shared an image submitted by a citizen as an idea for the decal. The image is attached to the minutes as Exhibit B.

MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Dawson
Crail
Cataldo
Rolfson
Walker
Bryant
Stile

NO None

COMMUNICATIONS AND REPORTS

City Manager Report

The City Manager thanked the Budget and Finance staff for their work on the City's financial audit and for their efforts to improve the City's financial reporting.

City Attorney Report

No report.

City Council

1. Councilmember Rolfson spoke of moving forward with Envision Mount Dora. He wishes to see an agenda item or workshop discussing it.

He thanked Chief Gibson for the Safe Place Initiative.

He cautioned the City Manager against moving forward with the selection of a Human Resources Director while the investigation is in progress involving a Human Resources complaint against the City Manager. He warned against the significant appearance of impropriety.

2. Councilmember Dawson agreed with Councilmember Rolfson about the Envision plan. He stated the need to think about the City's strategy for the next ten years. He mentioned its relation to Smart Towns, as a concept. He thanked Chief Gibson for his work on the Safe Place Initiative, and commented on the Florida League of Cities Conference session on Artificial Intelligence. He urged the City of Mount Dora to consider technology developments as the City moves forward.

3. Councilmember Walker confirmed the proclamation and special lighting requested by Barbara Hall would take place at the September 7th Council meeting.

4. Councilmember Bryant commented on the Florida League of Cities Conference and on moving forward with Envision Mount Dora. He mentioned opportunities regarding state transportation

grants that could be related to the City's Envision plan. He spoke about utilizing new technology to move the City forward.

5. Councilmember Cataldo spoke in favor of working on Envision Mount Dora. He thanked the police chief for his work on the Safe Place Initiative.

6. Vice-mayor Crail informed Councilmembers he had spoken with the City's Budget Director to research an employee rate increase greater than three percent, which is the usual annual increase.

7. Mayor Stile confirmed with the City Manager that Personnel budgeting would be addressed at the August 28th Budget Workshop. Mayor Stile and Councilmember Walker commented on the wiring cleanup and table skirts in the Council Chamber.

MOTION BY COUNCILMEMBER WALKER TO ADJOURN; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 7:43 p.m.

CRISSY STILE, MAYOR
City of Mount Dora

JEANANN HAND, CITY CLERK
City of Mount Dora

CITY OF MOUNT DORA, FLORIDA

Required Auditor Communications
Fiscal Year Ended September 30, 2022

Presented By
Bill Blend, CPA
Shareholder



AUDIT OVERVIEW



Required Communications

- Auditor Responsibilities
- Management Responsibilities
- Internal Controls and Compliance
- Significant Matters
- Management Representations
- Assigned Individual for Oversight
- Audit Schedule

Services and Deliverables

Independent Auditor's Report (Pages 1-3)

Report on Internal Control over Financial Reporting and on Compliance (Pages 138-139)

Single Audit Report (Pages 140-142)

Independent Accountant's Report (Page 147)

Management Letter (Page 148-150)

FINANCIAL HIGHLIGHTS



City-Wide Analysis (Pages 16-18)



	Governmental Activities		Business-type Activities	
	<u>2022</u>	<u>2021</u>	<u>2022</u>	<u>2021</u>
Current Ratio	11.6	14.4	8.4	6.7
Total Assets	\$114.5M	\$104.2M	\$98.5M	\$94.3M
Total Deferred Outflows of Resources	\$2.9M	\$4.3M	\$0.5M	\$0.5M
Total Liabilities	\$57.3M	\$56.5M	\$25.2M	\$26.0M
Total Deferred Inflows of Resources	\$7.8M	\$5.9M	\$1.5M	\$1.5M
Total Net Position:				
Net Investment in Capital Assets	\$39.1M	\$39.6M	\$48.0M	\$48.9M
Restricted	\$15.8M	\$15.1M	\$10.0M	\$7.8M
Unrestricted	(\$2.6)M	(\$8.6)M	\$14.3M	\$10.6M
Unrestricted NP as a % of Total Expenses	(10.1)%	(40.1)%	54.9%	745.%
Change in Net Position	\$6.4M	\$6.6M	\$5.0M	\$3.0M

General Fund (Pages 19-21)



	2022	2021
Total Assets	\$11.0M	\$11.6M
Total Liabilities & Deferred Inflows	\$2.5M	\$4.4M
Fund Balance:		
Nonspendable	\$ 0.9M	\$ 1.4M
Assigned	1.1M	0.5M
Unassigned	<u>6.5M</u>	<u>5.3M</u>
Total Fund Balance	\$8.5M	\$7.2M
Unassigned FB as a % of Total Expenditures and Transfers Out	26.1%	23.1%
Net Change in Fund Balance	\$1.3M	\$1.9M

General Fund Budget (Page 81 - 83)



	Budget	Actual	Positive (Negative)
Resources:			
Beginning Fund Balance	(\$1.3)M	\$ 7.2M	\$ 8.5M
Total Revenues & Transfers In	<u>33.5M</u>	<u>26.2M</u>	<u>(\$7.3M)</u>
Total Resources	32.2M	33.4M	1.2M
Total Expenditures & Other Financing Uses	<u>32.2M</u>	<u>24.9M</u>	<u>7.3M</u>
Ending Fund Balance	\$0.0M	\$8.5M	
Net Change in Fund Balance	\$1.3M	\$1.3M	\$0

Proprietary Funds (Pages 23-28)



	Electric	Water & Wastewater	Sanitation	Stormwater
Total Assets & Deferred Outflows	\$16.2M	\$75.0M	\$0.3M	\$7.6M
Total Liabilities & Deferred Inflows	4.1M	21.9M	0.5M	0.3M
Net Position:				
Net Investment in Capital	6.7M	34.6M	0.0M	6.7M
Restricted	0.0M	10.0M	0.0M	0.0M
Unrestricted (deficit)	<u>5.4M</u>	<u>8.5M</u>	<u>(0.2M)</u>	<u>0.6M</u>
Total Net Position (Deficit)	<u>\$12.1M</u>	<u>\$53.1M</u>	<u>(\$0.2M)</u>	<u>\$7.3M</u>
Total Operating Revenues	\$13.1M	\$14.1M	\$2.6M	\$1.4M
Total Operating Expenses	<u>11.6M</u>	<u>9.8M</u>	<u>2.7M</u>	<u>1.3M</u>
Operating Income	\$1.5M	\$4.3M	(\$0.1M)	\$0.1M

Questions or Comments



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

DATE: September 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Second-First Reading of **Ordinance No. 2023-11**, Land Development Code Amendment

Introduction:

This is a request for City Council to approve the second-first reading of Ordinance No. 2023-11 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:

Note: *The City Council Tabled Ordinance No. 2023-11 at the August 15, 2023, meeting in order for staff to include final code modifications. The version attached is the corrected Ordinance.*

City staff have compiled multiple revisions to the Land Development Code (LDC). The Development Review Committee members routinely track new trends and any code sections that need updating. The proposed LDC changes are required in order to provide code clarifications and consistency. The previous code update cycles for wholesale changes were in 2020 (sign code and the Wolf Branch Innovation Zoning Districts) and 2021 (murals and building height). The model home ordinance was the most recent amendment (Ordinance No. 2023-10).

The sequence of events leading to the presentation to City Council are as follows:

The City Council at their regularly scheduled meeting held on August 15, 2023, recommended Tabled First Reading of Ordinance 2023-11.

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on May 17, 2023, conducted a work session to review various standards and regulations that should be

changed or modified in the City's Land Development Code. The at their regularly scheduled meeting held on June 21, 2023, the PZC took no formal action and requested additional code research on a couple code items and present these revisions at the July 19, 2023, PZC meeting: 1) Staff to review infill residential lots conversions for established neighborhoods with the potential of a re-built or conversion to a large, opulent or ostentatious house (out of character of the existing homes in the neighborhood); and strengthen PUD justification statements for zoning performance standards.

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on July 19, 2023, recommended approval of the LDC Amendments as contained in the draft Ordinance No. 2023-11 with two minor edits: 1) Revise Sub-Section 3.4.2(5.d) under the new "Contextual Setback" criteria from two home to four home; and 2) under the new PUD Sub-Section 3.4.5(7) "Special Provisions" remove the word "substantial" variations. These changes have been made to the proposed Ordinance No. 2023-11.

A summary table of the revisions is listed in Attachment #1 (PZC July 19th, 2023 Staff Report). The legal advertisement for the adoption hearing is provided in Attachment #2.

Budget Impact:

Codification by the Municipal Code Corporation and legal notices for LDC Amendment costs are estimated at \$6,000.

Strategic Impact:

GOAL 1: Economic Development

Recommendation:

City Council to approve Second-First Reading of Ordinance No. 2023-11 Amending the Land Development Code and hold a hearing for second reading and adoption.

Attachment(s):

1. Attachment 1 PZC 7-19-2023 Staff Report
2. Ordinance 2023-11 LDC Update 20230710.sgs

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen, City Attorney

Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 8/28/2023

Approved - 8/29/2023

Final Approval - 8/29/2023



CITY OF MOUNT DORA

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
plandev@cityofmoundora.com

DATE: July 19, 2023

TO: Planning and Zoning Commission

FROM: Development Review Committee
Michele Janiszewski, AICP, Senior Planner

RE: Land Development Code Amendments

Recommendation:

Staff recommends approval of the attached Ordinance which amends the Land Development Code in multiple sections.

Background:

On June 14, 2023, the Planning and Zoning Commission (PZC) met and reviewed the draft ordinance amending multiple sections of the Land Development Code (LDC). Staff incorporated the feedback received by the PZC into the revised, attached ordinance. A summary of the revisions is provided below; sections which are underlined indicate they were modified after the June PZC meeting.

Code Section	Summary
1.4	Allows PUDs within the Mixed-Use Transitional Land Use Category; amends the definition of floor-area-ratio to exclude residential dwellings in the calculation; corrects the definition of gross and net acres; and deletes verbiage about the conservation land use category (still applicable).
<u>3.4.2 (5)</u>	<u>Establishes a contextual setback within the single-family zoning districts for new dwelling units and additions by averaging the front yard setback of the four abutting properties.</u>
3.4.3	Reduces the side setback for duplexes within the R-2 zoning district from 25 feet to 15 feet.
<u>3.4.5</u>	Clarifies that PUD are not granted by right. <u>Section was revised to state that PUDs may be rejected or denied ‘for any reason including substantial variations to existing development standards such as, but not limited to, building height, floor-area ratio, landscaping requirements, etc.’</u>
<u>3.5.1</u>	Updates language pertaining to average setbacks for residential dwelling units. <u>Updated to require adherence to the wetland setbacks.</u>
3.5.8	<u>Allows a greater fence height for single-family and duplex lots abutting multi-family developments. Reworded to make the setback clear for double frontage lots and breaks the section down into three subsections.</u>

ATTACHMENT #1

3.5.12	Updates the code criteria for Home Occupations to match Florida Statutes.
<u>3.5.16</u>	<u>Organizes the regulations relating to the storage of boats, recreational vehicles and utility trailers and prohibits the occupation of a recreational vehicle outside of the MHP zoning district.</u>
3.5.17	Deletes the requirement that Bed & Breakfast establishments obtain a new conditional use permit when the property changes ownership.
3.5.29	Updates the Sidewalk Café provisions to require the business to pressure wash the area on a regular basis.
<u>3.5.30</u>	<u>New section which allows backyard chickens in residential zoning districts with conditions. Stated in the restrictions that roosters are prohibited. Clarified that the setbacks are from the property lines.</u>
3.5.4	Allows accessory structures to be 25 feet or as high as the dwelling unit, whichever is greater.
3.5.5	Establishes criteria for eaves and overhangs which encroach into the setback.
3.4.16	Clarifies the process for rezoning applications for the Mixed Use zoning districts.
<u>6.2.13</u>	<u>Establishes a Lot Grading section which requires impervious surfaces to maintain a three (3) foot setback from the side and rear property lines. Includes provisions limiting the elevation change in topography to ten (10) feet for residential developments or fifteen (15) feet for commercial developments with the exception of roads, utilities, and stormwater ponds with approval of the City Manager or designee. All other requests for waivers to this section shall be granted by the Planning and Zoning Commission at their sole discretion.</u>
6.2.11	Clarifies the information needed on construction plans.
<u>6.3.15</u>	<u>Codifies regulations and process for naming streets. Numbering adjusted.</u>
6.3.17	Modifies criteria asphalt improvements.
6.3.21	Establishes criteria for turn lanes.
6.6.1	Amends the impervious surface chart to eliminate prior zoning districts (M1 and M2) and include zoning districts WP-1 and WP-2.
6.6.7	Corrects scrivener's error pertaining to tree mitigation calculation
6.7.5	Clarifies the height of temporary signs.
Chapter VIII	Amends the definition of residential density to reference net acres; defines net acres; and defines flood-prone area.

ORDINANCE NO: 2023-11

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

WHEREAS, Florida Statutes, Chapter 166, confers upon a local government, the authority to adopt regulations designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, pursuant to its home rule powers, the City of Mount Dora may regulate land use matters and design standards within the City limits through the adoption of Land Development regulations; and

WHEREAS, from time to time the City of Mount Dora provides updates and amendments to its Land Development regulations; and

WHEREAS, 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 1, OVERVIEW, CHAPTER III, ZONING

REGULATIONS, CHAPTER VI, DESIGN STANDARDS, AND CHAPTER VIII, DEFINITIONS. The City of Mount Dora Land Development Code Chapter 1, Overview, Chapter III, Zoning Regulations, Chapter VI, Design Standards, and Chapter VIII, Definitions, is hereby revised and amended as follows:

Note: Underlined words constitute additions to existing text, ~~strike through~~ constitutes deletions from existing text and asterisks (***) indicate omitted parts which are intended to remain unchanged.

CHAPTER I. – OVERVIEW

Section 1.4. Land use category and zoning district compatibility.

All development must be consistent with the city's comprehensive plan which establishes the basis and general guidelines for guiding and regulating land uses. The future land use map of the comprehensive plan should be reviewed to determine if the land use shown would allow the type of development contemplated. The land use categories and zoning districts permitted in each are as follows:

Land Use Category	Permitted Zoning Districts

Mixed Use Traditional (Maximum FAR 3.00. Minimum Density 6.0 dwelling units per acre. Maximum Density 35 dwelling units per acre)	MU-1, C-3, <u>PUD</u>
Mixed Use Downtown (Maximum FAR 3.00. Minimum Density 6.0 dwelling units per acre. Maximum Density 35 dwelling units per acre)	MU-2, C-2
Notes:	
• Floor Area Ratio (FAR) is defined as the total floor area of a building or buildings on a parcel, <u>excluding dwelling units</u>, divided by the gross area of the parcel. • The <u>gross net</u> area of a parcel shall be defined as the full area of a parcel minus any areas within natural bodies of water, wetlands, and floodplains. • The maximum development potential for a parcel shall be calculated using <u>the net gross</u> area. Within land uses that allow both residential and non-residential uses, maximum density shall be calculated in addition to the maximum intensity.	

~~The proposed development must either be consistent with the land use designation or an application must be filed to amend the comprehensive plan. This may be done concurrent with an application to rezone.~~

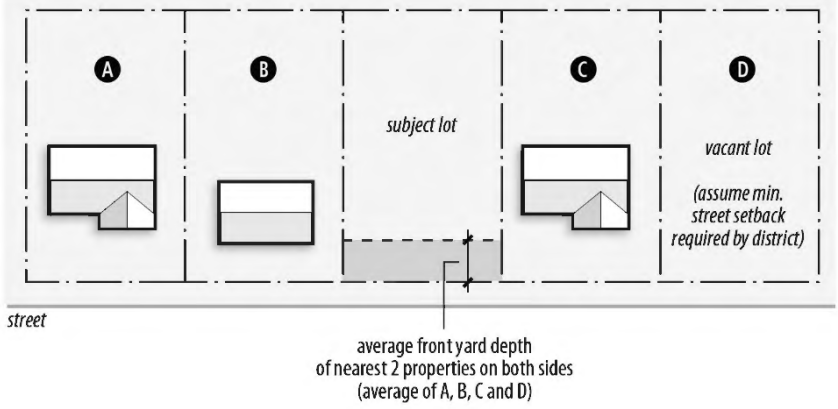
~~Areas designated as "conservation" were mapped based on the best information available at the time of preparation of the comprehensive plan. If information is presented to, and accepted by, the city showing that an area is improperly mapped, then the adjacent land use designation shall apply.~~

CHAPTER III. - ZONING REGULATIONS

Section 3.4.2. *R-1AAAA, R-1AAA, R-1AA, R-1A, R-1, R-1B, Single-Family Residential Districts:*

5. *Site Development standards:*

		R-1AAAA	R-1AAA	R-1AA	R-1A	R-1	R-1B
a.	Minimum lot size (sq. ft.)	43,560	15,000	12,500	10,000	7,500	5,500
b.	Minimum lot width at building line (ft.)	150	100	90	90	75	75
c.	Minimum street front (ft.)	50	25	25	25	25	25
d.	Minimum setbacks (ft.) - Note*:						
	Front yard	50	25	25	25	25	20
	Side yard	20	15	12	10	7	7
	Rear yard	50	30	30	25	20	20
	From any street	50	25	25	25	25	20
	<u>Contextual Setback</u>	<u>The front and side yard setback for additions to existing dwelling units or construction of new dwelling units shall be established by averaging the front and side yard depths of the adjacent four homes on each side of the subject property located on the same side of street.</u> <u>For lots at the end of their block frontage (corner lots or lots at dead ends), the front yard setback shall match the average of the four continuous closest, principal on the same side of the street and on the same block frontage as the subject property</u> <u>If one or more of the lots required to be included in the averaging calculation are vacant, that vacant lot will be deemed to have a front or side yard setback equal to the minimum yard setback requirement of the zoning district. The front yard setback shall be measured to the front vertical wall of the home.</u>					

		R-1AAAA	R-1AAA	R-1AA	R-1A	R-I	R-1B
							
	Park and recreation facilities setbacks:	All 25 feet					
e.	Maximum building height (ft.)	35	35	35	35	35	35
	Within 100 ft. of Lake Dora	25	25	25	25	25	25
f.	Minimum dwelling size (sq. ft.)	1,600	1,600	1,500	1,300	1,200	800
g.	Parking Minimum Spaces:	2	2	2	2	2	2
	Minimum Garage Type:	2-Car	2-Car	2-Car	1-Car	1-Car	1-Car
	(See section 6.5 for other requirements)						
h.	Landscaping and buffers	See section 6.6					
i.	Signs	See section 6.7					
j.	Access	See subsection 6.3.7					

*Note: Also, see section 3.5.1 for minimum setback averaging in certain cases.

Section 3.4.3 R-2 Duplex (one- and two-family) Residential District:

5. Site development standards:

		Single-Family Dwelling	Duplex

d.	Minimum building setback (ft.) - Note*:		
	Front yard	20	20
	Side yard	7	7
	Rear yard	20	20
	From any street	15	25 15

Section 3.4.5 PUD Planned Unit Development District:

7. Special Provisions: The Planning and Zoning Commission and City Council may deny the Planned Unit Development application or return the PUD to the applicant for revisions. Planned Unit Developments are not guaranteed or a given by right. Consideration of a PUD is at the sole discretion of the City and may be rejected or denied for any reason including variations to existing development standards such as, but not limited to, building height, floor-area ratio, landscaping requirements, etc.

Section 3.5. - Supplemental regulations.

Section 3.5.1 Setback relief for single-family residential dwellings: The front, street (corner), rear and side yard setback requirements of this code for single-family residential dwellings ~~shall not apply~~ may be reduced on any lot where the average setback of existing buildings located within 200 feet surrounding the property lines is less than the code requirements. In such cases, the setback on such lot may be less than the required setback but not less than the average of the setbacks of the aforementioned existing buildings. Documentation and evidence of the averaging setback within the prescribed area shall be provided by professional surveyor. In no case shall the reduced setback be less than five (5) feet from the property lines; encroach into the wetland setback; or create a public safety hazard by obstructing vehicular visibility or other means.

Section 3.5.8. Fence requirements.

2. Height of fences. ~~Fences in single-family and duplex residential zoning districts shall be limited to six feet in height in the rear yard, side yard and street side yard.~~

~~No fence installed at a height of six feet along street side yards shall be located closer to the street side yard property line of the lot, parcel, or piece of land upon which the fence is located, than the distance required by the zoning regulations of the city for side yards in the zone in which the property is located. Fences may be installed in the front yard not to exceed four feet in height. Further, fences four feet or greater in height cannot be installed within the street side yard setback of the zoning district.~~

- a. Fences in single-family and duplex residential zoning districts shall be limited to six feet in height in the rear yard, side yard and street side yard and four feet in the front yard. Fences four feet or greater in height cannot be installed within the street side yard setback as established by the zoning district.
- b. Where an existing single-family or duplex residential dwelling is located adjacent to existing multi-family structure the side and rear fence height shall be limited to 8 feet in lieu of the 6 feet fence height listed above.
- c. In all other commercial, WBI-E, WBI-G and PLI zoning districts, the fences shall be limited to eight feet in height along the side and rear property line and four feet in front yards.

Section 3.5.12. *Home occupations.* ~~Home occupations shall be allowed only when there is no appearance of commercial activity. No signs shall be permitted. Pickup and delivery, vehicular and pedestrian traffic should not exceed normal traffic to and from other residences in the neighborhood. No adverse noise, light or dirt impacts will be allowed. All equipment used in the business must be stored in an enclosed structure. For contractors and handymen, no materials may be stored on site. If it is determined by the development review coordinator that the above criteria are met, the home occupation license shall be granted. If, in the opinion of the development review coordinator, the subject home occupation does not meet one of these requirements the home occupation shall be denied.~~ Home occupations are permitted as a secondary use to a residential dwelling, shall maintain a business tax receipt and shall operate in accordance with Federal law, Florida law and any City code requirements related to parking, signage, equipment or processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors or with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids.

Section 3.5.16. *Boats, recreational vehicles and utility trailers.* Boats, recreational vehicles and utility trailers may be stored within all zoning districts subject to the following conditions:

1. The storing of boats, recreational vehicles and utility trailers is an accessory use and not permitted on vacant lots.
2. Boats, recreational vehicles and utility trailers shall not be permitted in front yards and shall not be permitted in side yards if the length of the boat, RV, utility trailer and/or motor home exceeds 25 feet in overall length.

3. In the case of corner lots, boats, recreation vehicles and utility trailers, over 25 feet may be stored in the side yards provided that the yard is enclosed by a six-foot privacy fence.
4. Recreational vehicles shall not be occupied as a residence permanently or temporarily in any zoning district except for the MHP zoning district.
5. (See #Refer to Section 82.230 42-34 of the Code of Ordinances for additional requirements pertaining to truck and trailer parking and operation additional requirements) and Section 42-35 of the Code of Ordinances for additional requirements pertaining to vehicular parking in residential districts.

Section 3.5.17. *Bed and breakfast establishments existing prior to the adoption of Ordinance No. 2020-03.* A bed and breakfast establishment which existed with a conditional use approval prior to the adoption of Ordinance No. 2020-03 shall be considered a legal non-conforming use subject to the provisions of City of Mount Dora Land Development Code, chapter III, section 3.5.7, except for section 3.5.7.1.e. ~~A change in ownership of the property upon which any such legal non-conforming bed and breakfast establishment is located shall require a new conditional use approval subject to the existing code requirements at the time of application. Such new conditional use approval must be secured within 90 days of the date of change in ownership.~~

Section 3.5.29 Sidewalk Café.

6. *Standards and criteria.*

- g. The adjacent sidewalk shall be pressure washed with a commercial-grade pressure washer at least quarterly. The permittee must maintain records of each pressure washing and must provide these records to the City upon request. Satisfying this requirement does not absolve the permittee from otherwise keeping the sidewalk café area, the adjacent sidewalk clear path, and the adjacent sidewalk café area in a clean and safe condition at all times.

Section 3.5.30 *Backyard Chickens*: Chickens, other than Roosters, shall be allowed for personal use as an accessory use associated with existing single-family or duplex residential dwellings within the GB, R-1AAAA, R-1AAA, R-1AA, R-1A, R-1, R-1B, R-2, and R-3 Zoning Districts subject to the following requirements:

1. Any person keeping, harboring, raising or maintaining chickens as an accessory to an occupied dwelling unit shall be subject to the following restrictions:
 - a. Chickens are prohibited on vacant lots. The lot or parcel must be developed with a residential dwelling;

- b. No more than five (5) chickens may be kept;
 - c. Roosters are prohibited;
 - d. Slaughtering of chickens is prohibited;
 - e. Chickens must be secured within the chicken coop or fenced enclosure at all times;
 - f. All feed and other items associated with the keeping of chickens that are likely to attract or to become infested with rodents or other pests shall be kept in a rodent and pest-proof container;
 - g. No manure shall be allowed to accumulate on the floor of the coop or ground. A fly-tight bin for storage of manure shall be utilized; the size shall be sufficient to contain all accumulations of manure. The fly-tight bin shall be kept at least twenty (20) feet away from all property lines; and
 - h. Composting of chicken manure shall be allowed in an enclosed bin. The composting bin shall be kept at least twenty (20) feet away from all property lines.
2. Chicken coop or fenced enclosure used to house chickens. Any chicken coop or fenced enclosure used to house chickens shall:
- a. Not be located in the front or side yards; and
 - b. Be set back a minimum of twenty (20) feet from all property lines.

Section 3.5.4 *Accessory buildings/structures and uses in residential district.*

- 6. Height limit. No accessory structure shall exceed a height of 25 feet or the height of the dwelling unit, whichever is greater-and-one-story.

Section 3.5.5. *Yards.*

- 1. Every part of a required yard shall be open from its lowest point to the sky, unobstructed, except that an overhang or eaves may project into the required yard five (5) feet or half the width of the established setback, whichever is less.

Section 3.4.16 MU-1 Mixed Use Traditional and MU-2 Mixed Use Downtown Districts:

- 16. *Process and application requirement*, the applicant for mixed use development shall in addition provide the following information:

- a. ~~Mixed use master plans, when required, shall follow the same PUD application, submittal requirements, and approvals procedures of this code: Preliminary mixed use master plan, final mixed use master plan, and final site plan and plat (these steps may be combined). Establishment and assignment of the Mixed Use Traditional (MU-1) and Mixed Use Downtown (MU-2) shall following the normal rezoning application process of this code and include a concept master plan outlining the development plan, uses, and performance standards as shall serve as the development master plan for the proposed mixed-use project.~~

CHAPTER VI. - DESIGN STANDARDS

Section 6.2.13. *Lot Grading.* Lot Grading is the movement, extraction and/or placement of soils within the limits of an individual residential lot or parcel boundary.

1. Lot Grading shall not adversely affect surrounding or downstream wetlands, floodplains or neighboring property. Runoff directed to drainage easements shall not be considered an adverse impact. The volume, rate and quality of stormwater runoff shall be consistent with conditions prior to the lot grading, or consistent with approved site or lot grading plans.
2. It is the intent of this Section to minimize alterations of the natural topography of land within the City of Mount Dora. Elevation changes in topography shall not exceed ten (10) feet for residential developments or fifteen (15) feet for commercial developments. Any development proposed for a Site Shall be appropriate to the existing natural topographical characteristics of the Site, while recognizing that minimal grade changes are essential to Site development. The exception to this rule will be for roads, utilities, and stormwater ponds with approval of the City Manager or designee. All other requests for waivers to this section shall be granted by the Planning and Zoning Commission at their sole discretion.
3. Lot Grading Requirements in subdivisions where a Mass Grading Plan was approved.
 - a. In a subdivision where a mass grading plan was approved by the City in connection with the approval of a subdivision plat, any lot grading which occurs on a lot shall be consistent with the mass grading plan. Building permit shall include information about the grading plans on the individual lot to ensure that the lot grading is consistent with the mass grading plan.
 - b. Should an individual lot owner wish to conduct lot grading which is inconsistent with the mass grading plan for the subdivision, prior to the lot grading taking place a lot grading plan shall be required to be submitted and approved by the City.
4. Impervious surfaces may encroach into the established yard setback, provided a minimum three (3) foot setback is maintained on the property lines and the impervious surfaces do not adversely impact a drainage easement. Driveways are exempt from this requirement.

5. Additional impervious surface may intrude into the three (3) foot side or rear setback under the following circumstances:

- a. Impervious surface is installed in no more than two (2) areas with a maximum size of four (4) feet by four (4) feet each, for the purpose of supporting mechanical equipment, pool equipment, electric generators, step-off pads and other similar uses; or
- b. A detailed plan is submitted by the owner or applicant demonstrating that stormwater will be conveyed in a way to protect neighboring property. Drainage pipes, underdrains, inlets, or other approved methods may be used to convey the stormwater. The plan shall be reviewed and approved prior to construction of an alternative method of stormwater conveyance.

Section 6.2.11 *Stormwater management plan requirements.*

c. Construction plans including, but not limited to, the following:

8. ~~Density of the project.~~ Scope of project (density, intensity, and land uses).
9. Natural features (wetlands, water features, flood zones with base flood elevation, and karst features).
10. Lot grading plans to control final lot grading which delineate the building footprint, include flow arrows, and specify the following:
 - i. Finished grade elevations at all lot corners and at every location that the lot slope changes in order to drain according to the lot grading diagram for that lot.
 - ii. Finished floor elevation of the building.
 - iii. Finished ground elevations at all exterior corners of the building at least 8-inches lower than the finished floor elevation and comply with Section 6.2.5. Protection from flooding.

Section 6.3. - Roads.

6.3.15. *Street names.* New street names shall not duplicate, or closely approximate phonetically, in spelling or by use of alternative suffixes, such as "lane," "way," "drive," "court," "avenue" or "street," the names of existing streets, except that a new street that is an extension of or in alignment

with an existing street shall bear the same name as that borne by such existing street. Street naming shall be as follows:

1. The names of public or private streets shall not be duplicates of names of existing streets or private way.
2. The selection of names shall be coordinated with the Lake County Emergency 9-1-1 communications system and City communication systems.
3. The City and/or developers shall avoid street names that are likely to be confused with the names of existing public streets, private streets, or private ways.
4. Street name changes must be adopted by resolution, following public hearing. Notice of the public hearing will be provided to all property owners whose property abuts the street to be renamed. Notice will also be provided to any businesses located on the street to be renamed. Public notice shall also be provided in the newspaper in advance of the public hearing. The adopted and signed resolution shall be forwarded to Lake County and duly recorded in the Lake County Clerk of Court. Other agency notifications shall follow the listing maintained by the Planning and Development Department.
5. No separate name shall be used for a cul-de-sac that provides street frontage for three or less lots. The name shall be the same as that of the intersecting street. Where there is a series of long and short cul-de-sac, however, each should have separate names.
6. The developer shall be responsible for naming streets within a project. Names should be chosen that relate to the scale and location of a project, which helps establish locational identity. Before preliminary development plan approval the developer shall submit proposed street names to the Planning and Development Department. The final construction plan and plat shall include the overall tract illustrating the proposed street layout and proposed street name.
7. Unacceptable city street names. Numerical names (such as one, two, three, etc.) except numbers which continue the established grid pattern (such as First Avenue, Second Avenue, etc.); alphabetical letters (A, B, C, etc.); complicated; and compound names (may be used sparingly however) shall be avoided on streets less than 1,000 feet.
8. Directional type street names shall be prohibited as part of a street name, such as east, west, north, and south; however, such name may only be used to reference the approved grid numbering system (such as 100 East Fifth Avenue).
9. Definition of thoroughfare designations. All roadway suffix names shall be used for street naming within the City. Street suffixes not mentioned below may be used, provided the developer or property owner obtains approval by the Planning and Development Department.

- a. Alley or alleyway: Located in the rear of residential or commercial lots and used for servicing structures fronting on regularly established roadways.
- b. Avenues: A roadway running in a west-east direction.
- c. Boulevard or parkway: A roadway divided by a landscape center island or median, used as a minor collector and serving as an internal traffic collector.
- d. Circle: Streets which form a ring-like shape. All circles shall contain one name.
- e. Courts: Permanently closed street such as a cul-de-sac generally less than 1,000 feet. All courts shall have one name only.
- f. Drives: Curving or meandering streets generally longer than 1,000 feet.
- g. Lane: One-block roadway in a north-south or east-west direction, generally less than 1,000 feet long.
- h. Loop: Short circular roadway which configuration is a U-shape (horseshoe-shape).
- i. Parkway: (See Boulevard.)
- j. Place: A cul-de-sac or permanent dead-end road.
- k. Road: Thoroughfares or minor arterials that run in any direction.
- l. Street: A roadway running in a north-south direction
- m. Way: Diagonal street in a northwest-southeast or northeast-southwest direction, generally less than 1,000 feet long.

Section 6.3.17 *Specifications for improvements.*

- 4. ~~Wearing surface. The material used for the wearing surface shall be a Florida DOT asphaltic concrete mix of Type SHI, or Florida DOT modifications thereof, having a Hubbard Field Stability of not less than 2,000 pounds. The wearing surface shall have a compacted nominal thickness of 1¼ inches with a tolerance of ¼ inch, with an absolute minimum of one inch compacted thickness. On all arterial streets and all streets in commercial or industrial subdivisions, the wearing surface shall be constructed no less than 1¾ inches thick in any place, with a tolerance of one-fourth inch. Ponded water due to paving inaccuracies shall be limited to a water depth of no greater than one-fourth inch. Ponding in excess of this depth shall require correction.~~

~~A certified copy of the design mix shall be filed with the city, stating the type and design stability of the product used. Any deviation from this stability requirement will be considered only after review and documentation of the special circumstances. The completed road shall be guaranteed by maintenance bonding for a period of two years.~~

~~The wearing surface shall be asphaltic concrete structural course conforming to the latest edition of the FDOT Standard Specifications for Road and Bridge Construction, currently Section 334 Superpave Asphalt Concrete. The pavement shall have a performance period of at least 25 years with no major rehabilitation measures required for at least 15 years from the date of construction acceptance.~~

~~The pavement design engineer shall file a signed and sealed copy of the design mix with the City that includes a statement that the pavement design satisfies the required performance periods. The developer shall provide a maintenance bond to guarantee the completed road for a period of two years.~~

~~The wearing surface shall have a compacted nominal thickness of 1¼ inches with a tolerance of ¼ inch and an absolute minimum of one inch compacted thickness. On all arterial streets and all streets in commercial or industrial subdivisions, the constructed wearing surface shall be no less than 1¾ inches thick in any place with a tolerance of one-fourth inch.~~

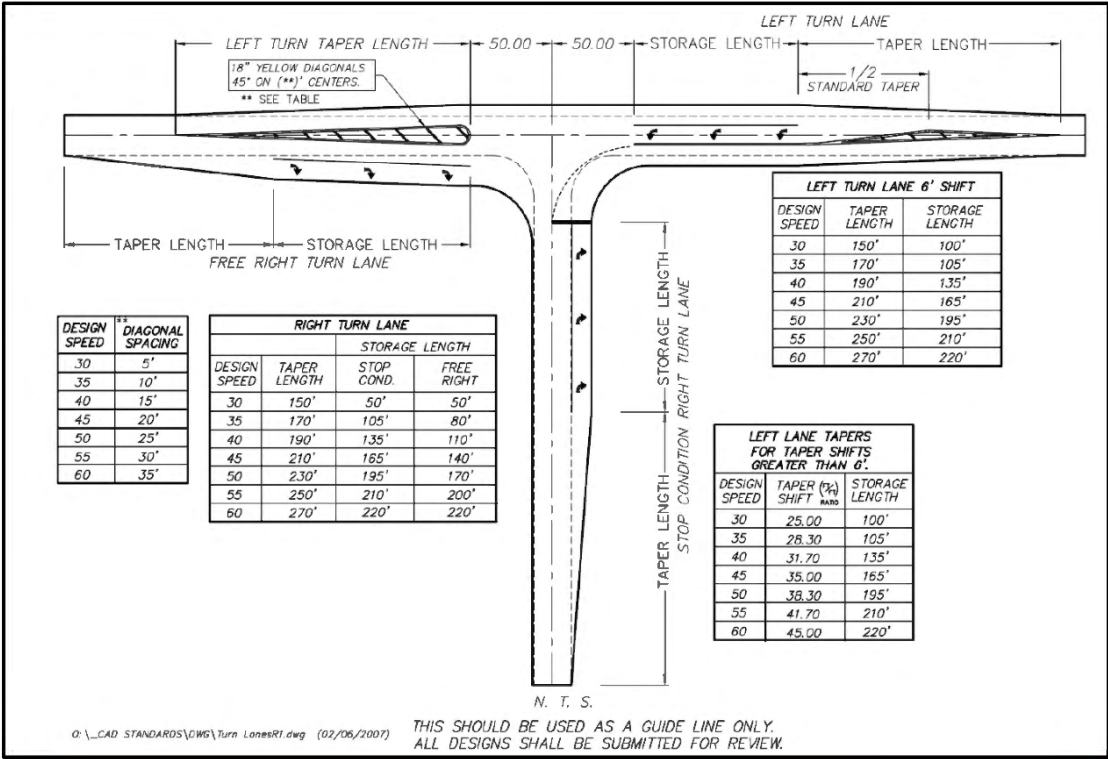
~~Ponded water due to paving inaccuracies shall be limited to a water depth of no greater than one-fourth inch. Ponding in excess of this depth shall require correction.~~

6.3.21 Turn Lanes. Turn lanes consist of left-turn lanes and right-turn lanes (deceleration lanes).

1. Turn lanes shall be installed on the road which is being accessed at the proposed entrance(s) to the development, as deemed necessary by the City Manager or Designee. The City Manager or Designee may also require turn lanes at adjacent or nearby intersections in lieu of, or in addition to, turn lanes at the development entrances.
2. Conditions which are to be considered in determining the need for turn lanes include the following:
 - a. If the property accessing the road is projected to generate 500 or more vehicle trips per day, or 50 or more vehicle trips in any hour;
 - b. If a traffic analysis indicates that turn lanes would be necessary to maintain capacity on fronting roads and/or on adjacent or nearby intersections.
 - c. If entrances are proposed at locations where grade, topography, site distance, traffic, or other unusual conditions indicate that turn lanes would be needed for

traffic safety. The need for turn lanes to accommodate right turn movements and left turn movements shall be based upon anticipated traffic distribution and projected turning movement volumes among other considerations, including traffic safety.

3. Turn lanes shall be installed in accordance with the standards depicted below.



6.6. - Landscaping and buffers.

Section 6.6.1. *General requirements.* The landscape requirements contained herein shall apply to all new development with the exception of city parks.

No additions or improvements may be made on existing developed property unless the development conforms to the regulations contained herein. City parks shall be exempt from the regulations contained herein; however, landscape improvements shall be required at the discretion of the city council.

In order to fulfill the purposes of this code and to allow for necessary recharge, impervious surface may cover no more than the percentage of the site area (land above the mean high water line) shown below:

District	Percentage

M4 WP-1	65
M2 WP-2	65

Section 6.6.7. *Preservation of existing trees.*

1. *Tree removal and replacement program requirements:*

- i. Existing trees and trees proposed for removal shall be shown on a landscape plan with the following tree data (applicant to fill-in blanks):

Total existing number of trees sized 6"—23.99": _____

Total existing number of trees sized 6"—23.99" removed: _____

Total existing number of trees sized 24" or greater: _____

Total existing number of tree sized 24" or greater removed: _____

Total number of trees replaced at ratio 1:1 for trees removed 6'-23.99": _____

Total number of trees placed at ratio ~~1:1~~ 1:6 (for trees removed 24" or greater): _____

Total number of trees replaced: _____

Total number of tree deficient (not being replaced) for tree bank contribution and includes total dollar amount of contribution funds: \$ _____

6.7. - Signs.

Section 6.7.5 *Temporary signs.*

3. Temporary Sign Height. Temporary signs are limited to the following heights based on the zoning district or use of the property on which it will be erected as follows:

a. GB, C-2, C-2A, RP, PLI, and OP: 5 feet

b. Residential uses: 6 Feet

c. Non-residential uses: 10 feet

CHAPTER VIII. – DEFINITIONS

The following definitions shall apply throughout this code. Words not specifically defined or otherwise explained within this code shall be as defined in a standard dictionary or as understood by the development review coordinator. Definitions specifically related to signage shall be found within Chapter VI, Design Standards, Section 6.7, Signs.

Density, residential: Refers to the number of residential dwelling units permitted per ~~gross net~~ acre of land and is determined by dividing the number of units by the total area of land within the boundaries of a lot or parcel; less preservation and undevelopable areas, or areas below the normal high water line of a lake, wetlands and floodplain areas. In the determination of the number of residential dwelling units to be permitted on a specific parcel of land, a fractional unit shall not entitle the applicant to an additional unit.

Flood-Prone Area. Any area which lies at or below the water surface elevation of the Base Flood.

Net Acre: The total area of a parcel, or combination of parcels, proposed for development, of land minus wetlands, water bodies and areas lying below the flood prone areas.

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 2 above shall be codified in the City of Mount Dora Code of Ordinances.

B. The sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the City of Mount Dora Land Development 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: _____

SECOND READING: _____

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: September 7, 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. 2023-13**, Annexation for the City of Mount Dora Niles Road (19.97 Acres)

Introduction:

This is a request for City Council to approve the First Reading of Ordinance No. 2023-13 and hold the second reading and adoption.

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

Discussion:

Further annexation descriptions and details are contained in Attachment #1 (*Annexation Summary Report*). The proposed annexation is a result of the City recently acquiring a portion of the former Florida Department of Transportation (FDOT) surplus land not needed for the SR 46 improvements. The property is located at the terminus of Niles Road and totals 19.97 acres. The lands are eligible for annexation, contiguous to existing city limits.

The sequence of events leading to the presentation to the City Council are as follows: The Development Review Committee (DRC) on July 28, 2023, reviewed and recommended approval of the annexation request and recommended it to forward to the City Council.

Budget Impact:

No budget impacts associated with the action of annexation of lands owned by the City.

Strategic Impact:

The City's annexation program is consistent with Growth Management Goals for continuation of annexations of areas that are logical and fill in the logical and natural boundaries of the City Limits.

Recommendation:

The City Council approve First Reading of Ordinance No. 2023-13 and hold the hearing for the second reading and adoption.

Attachment(s):

1. Attachment 1 Annexation Summary Report
2. Ordinance No 2023-13 Annex City Lands.sgs
3. Exhibit A Property Depiction (Annex Vicinity Map)

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen, City Attorney

Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 8/28/2023

Approved - 8/29/2023

Final Approval - 8/29/2023



**CITY OF
MOUNT
DORA**

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
plandev@cityofmountdora.com

**ANNEXATION SUMMARY REPORT
CITY OF MOUNT DORA
19.97 ACRES**

Report Date:

September 7, 2023

Reference/Support:

Section 1.3, LDC

Chapter 171, *Florida Statutes*

Mount Dora and Lake County Joint Planning Agreement (JPA)

Background:

Owner/Applicant:	City of Mount Dora
Existing Use:	Vacant Land
Proposed Use:	A portion of Niles Road extension.
Future Land Use:	County Urban Low Density (4 du/ac)
Proposed FLU:	City Public Lands Institutional
Current Zoning:	County Agricultural
Proposed Zoning:	City PLI
City Council District:	Two (2)
JPA:	Yes

Surrounding Property Table:

Direction	Jurisdiction	Future Land Use	Zoning District	Existing Use
North	City	LM	PUD	Res, Stormwater Pond, Niles Rd
South	City/Co.	RL/Reg. Off	Ag/LM	SR 46 Land Fill, FDOT Pond, Vacant Land
East	County	RL	Ag	Vacant Land
West	City	LM	PUD	Vacant Land

Analysis:

The proposed annexation is a result of the City recently acquiring a portion of the former Florida Department of Transportation (FDOT) surplus lands not needed for the SR 46 improvements. The property is located at the terminus of Niles Road. The City started the land transfer process with FDOT in September 2021 with property acceptance under Resolution No. 2021-104. The City accepted the 19.97 acres with actions under Resolutions No.'s 2022-60 and 2022-61 on

Annexation Summary Report

Page 2

September 20, 2022. The final quick claim deeds were recorded in July 12, 2023, which formally transferred the lands to the City of Mount Dora. The 19.97 acres are currently under unincorporated Lake County. The subject property is contiguous to the City limits on three sides and eligible for annexation.

As part of the Vista Hills PUD (Ordinance No. 2022-20 adopted on December 20, 2022) a portion of the property will assist with right-of-way to extend Niles Road.

Notification:

Notice to Lake County BCC [Ch. 171.044(6) F.S]: August 21, 2023

Non-Legal Ad (1): September 1, 2023

Non-Legal Ad (2): September 8, 2023

Ordinance Enactment Legal Ad: September 8, 2023

Notice after adoption per 171.044(3) F.S.: Date to be scheduled

N

Legend



City Limits

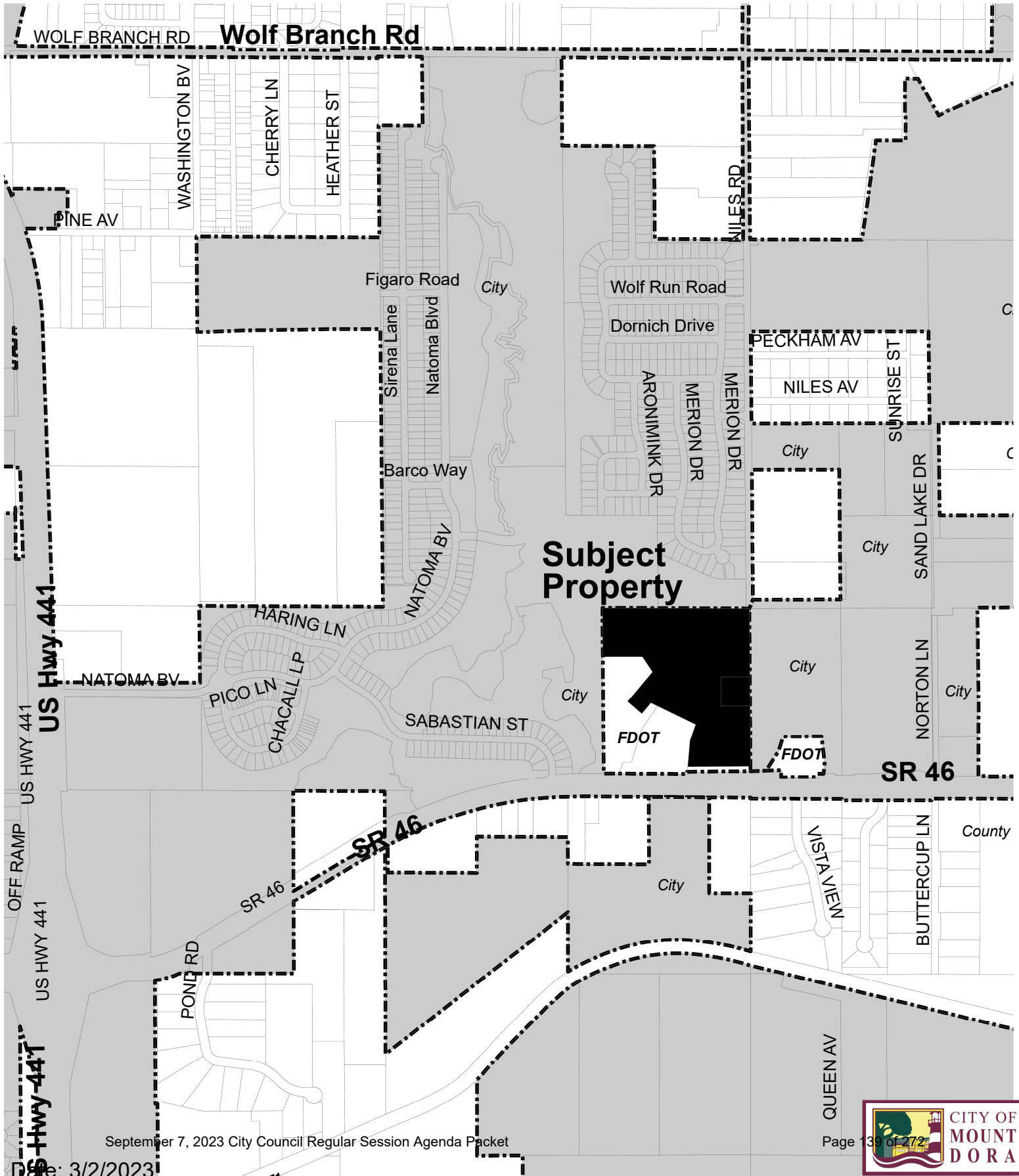


Subject Property

Vicinity Map



N.T.S.



RECEIVED

By scottw at 11:29 am, Jul 26, 2023



**CITY OF
MOUNT
DORA**

ANNX-23-01

**City of Mount Dora
Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
Fax: 352-735-7191
E-mail: plandev@cityofmoundora.com**

**VOLUNTARY ANNEXATION
APPLICATION**

Date : 7-27-2023

1. Applicant's Name: City Public Works Dept - George Marek
 Company's Name: City of Mount Dora
 Address: 900 N. Donnelly Street
 City, State & Zip: Mount Dora, FL 32757
 Phone: 352-735-7151 E-mail: marekg@ci.mount-dora.fl.us

2. Owner's Name: City of Mount Dora
 Company's Name: City of Mount Dora
 Address: 510 N. Baker Street
 City, State & Zip: Mount Dora, FL 32757
 Phone: 352-735-7151 E-mail: marekg@ci.mount-dora.fl.us

3. The property generally located (list adjacent streets): SR 46 and Niles Road

4. The address(s) of the property: 3132 SR 46

5. Alt Key(s): Alk Key 3832741(Part) and Alt Key 446597

6. Size of property in Acres: 19.97 Acres Square Feet: 869,893.00 sf

7. Does property have, or will it have City Water and Sewer?
Available

8. Does property have, or will it have Well or Septic Tank?

No

9. Current Zoning District (County): Ag

10. Future Land Use Category (County): Urban Low Density

11. Requested Zoning District (City): PLI

12. Requested Future Land Use Category (City): PLI

13. Present use and structures on the property (list number of residential dwelling units):

None

CERTIFICATION AND SIGNATURE

By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete application submittal pursuant to the City's Land Development Code and Florida Statutes. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.


Owner(s) of Record Signature(s)

7/27/2023

Date

BOUNDARY & PARTIAL TOPOGRAPHIC SURVEY

LEGEND

ABBREVIATIONS:

ACAD	AUTOCAD	IRC	IRON ROD & CAP
A/C	AIR CONDITIONER PAD	ICV	IRRIGATION CONTROL VALVE
AKA	ALSO KNOWN AS	L	LENGTH
ALT	ALTERNATE	LAT	LATITUDE
ASPH.	ASPHALT	LONG	LONGITUDE
AVE	AVENUE	LB	LICENSED BUSINESS
B/C	BACK OF CURB	M.B.	MAP BOOK
BP	BEGIN PROJECT	(M)	MEASURED
BFP	BACKFLOW PREVENTER	N/D	NAIL & DISK
B/W	BARBED WIRE	N.T.S.	NOT TO SCALE
(C)	CALCULATED	ORB	OFFICIAL RECORDS BOOK
COR	CERTIFIED CORNER RECORD	O.P.U.S.	ONLINE POSITIONING USER SERVICE
CLF	CHAIN LINK FENCE	PG(S)	PAGE(S)
CB	CHORD BEARING	(P)	PLAT
CH	CHORD DISTANCE	PB	PLAT BOOK
CONC.	CONCRETE	POB	POINT OF BEGINNING
C/B	CONCRETE BLOCK	POC	POINT OF COMMENCEMENT
CM	CONCRETE MONUMENT	PI	POINT OF INTERSECTION
CMP	CORRUGATED METAL PIPE	PC	POINT OF CURVATURE
C.R.	COUNTY ROAD	PCC	POINT OF COMPOUND CURVE
DB	DEED BOOK	PRC	POINT OF REVERSE CURVE
Δ	DELTA OR CENTRAL ANGLE	PRM	PERMANENT REFERENCE MONUMENT
(D)	DESCRIBED	PT	POINT OF TANGENCY
DR	DRIVE	PSM	PROFESSIONAL SURVEYOR AND MAPPER
EOP	EDGE OF PAVEMENT	PVC	POLYVINYLCORLUIDE
EP	END PROJECT	R	RADIUS
F	FENCE LINE	RCP	REINFORCED CONCRETE PIPE
FND	FOUND	RR	RAILROAD
FFE	FINISHED FLOOR ELEVATION	RLS	REGISTERED LAND SURVEYOR
FLD	FIELD	R/W	RIGHT OF WAY
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	SB2	SCHEDULE B 2 ITEM
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	SEC	SECTION
FIRM	FLOOD INSURANCE RATE MAP	SQ. FT.	SQUARE FEET
IDV	IDENTIFICATION	S.R.	STATE ROAD
INV	INVERT	STA	STATION
IP	IRON PIPE	(TYP.)	TYPICAL
IR	IRON ROD	W/	WITH

SYMBOLS:

	AIR RELEASE VALVE		MAILBOX
	BOLLARD		MONITORING WELL
	CATCH BASIN (INLET)		UTILITY POLE
	CATEGORY 5 CABLE JUNCTION		UTILITY POLE WITH LIGHT
	CENTERLINE		FOUND IRON ROD (AS NOTED)
	CLEAN OUT		FOUND NAIL AND DISC (AS NOTED)
	CONCRETE POWER POLE		RECLAIM WATER VALVE
	DELINEATOR		REUSE WATER METER
	ELECTRIC JUNCTION BOX		REUSE WATER VALVE
	ELECTRIC METER		SEWER MANHOLE
	ELECTRIC MARKER		SEWER VALVE
	FIRE HYDRANT		SET 5/8" IRON ROD & CAP (LB8348)
	FLAG POLE		SET 4" X4" CM (LB 8348)
	FIBER OPTIC BOX		SIGN
	FIBER OPTIC MARKER		SPRINKLER
	FOUND CONCRETE MONUMENT (AS NOTED)		STORM MANHOLE
	GAS METER		TELEPHONE JUNCTION BOX
	GAS MARKER (UNDERGROUND)		TREE TYPE AND SIZE (AT BREAST HEIGHT)
	GAS VALVE		TRANSMISSION POWER POLE
	GROUND LIGHT		WATER METER
	GUY WIRE		WATER VALVE
	IRRIGATION CONTROL VALVE		WATER MARKER
	LIGHT POLE OR POST		WELL

LINETYPES:

_____	CABLE TV UNDERGROUND	_____	STORM DRAIN LINE
_____	OVERHEAD UTILITY LINE	_____	TELEPHONE UNDERGROUND
_____	ELECTRIC UNDERGROUND	_____	WATER LINE
_____	FIBER OPTIC UNDERGROUND	_____	TOE OF SLOPE
_____	GAS LINE UNDERGROUND	_____	TOP OF BANK
_____	SANITARY SEWER LINE (SSL)	_____	RECLAIM WATER
_____	TRAFFIC SIGNAL WIRES	_____	FENCE LINE (TYPE AS NOTED)

PARENT PARCEL 116.1:

(TAKEN FROM OFFICIAL RECORDS BOOK 5190, PAGE 115)

THAT PART OF:

"A PARCEL OF LAND LYING WITHIN A PORTION OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, RUN THENCE NORTH 89°37'05" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 400.00 FEET; THENCE DEPARTING SAID SOUTH THENCE RUN SOUTH 00°21'26" EAST FOR A DISTANCE OF 1334.68 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, RUN THENCE EAST ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID SECTION 28, RUN THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 28 TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, RUN THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 TO THE POINT OF BEGINNING.

LESS:

FROM THE NORTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN SOUTH 495 FEET FOR A POINT OF BEGINNING ON THE EAST LINE OF SAID SECTION; THENCE RUN WEST 210 FEET; THENCE SOUTH 210 FEET; THENCE EAST 210 FEET TO A POINT ON THE EAST LINE OF SAID SECTION; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION FOR 210 FEET TO THE POINT OF BEGINNING."

(BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3152, PAGE 1315 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.)

LESS AND EXCEPT:

COMMENCE AT A 3 1/2" X 3" CONCRETE MONUMENT WITH A DRILL HOLE IN THE CENTER MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130, FP NO 238275-2; THENCE SOUTH 89°40'03" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 A DISTANCE OF 2639.92 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 28, SAID CORNER BEING LOCATED NORTH 00°01'01" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, 3.12 FEET FROM THE CENTERLINE OF SURVEY OF STATE ROAD 46 AT STATION 89+57.36 AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE NORTH 00°24'36" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 26.96 FEET TO A POINT ON THE EXISTING RIGHT OF WAY LINE OF STATE ROAD 46 AS SHOWN ON SAID RIGHT OF WAY MAP AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28, SOUTH 89°21'08" WEST ALONG SAID EXISTING RIGHT OF WAY LINE, 411.39 FEET TO A POINT LOCATED NORTH 00°22'21" EAST, 24.00 FEET FROM A NON-CURVE POINT OF INTERSECTION ON SAID CENTERLINE AT STATION 85+45.64; THENCE NORTH 89°27'11" WEST ALONG SAID EXISTING RIGHT OF WAY LINE, 627.32 FEET, THENCE, NORTH 00°32'49" EAST ALONG SAID EXISTING RIGHT OF WAY LINE, 11.49 FEET, THENCE SOUTH 88°49'40" WEST ALONG SAID EXISTING RIGHT OF WAY LINE, 22.25 FEET TO A POINT ON THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3152, PAGE 1315 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID EXISTING RIGHT OF WAY LINE, NORTH 00°25'28" WEST ALONG SAID WEST LINE, 99.76 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 89°43'19" EAST, 111.95 FEET; THENCE NORTH 17°14'33" EAST, 85.24 FEET; THENCE SOUTH 89°43'19" EAST, 62.73 FEET; THENCE NORTH 17°14'33" EAST, 241.53 FEET; THENCE NORTH 33°30'10" EAST, 209.11 FEET; THENCE SOUTH 64°11'39" EAST, 308.08 FEET; THENCE SOUTH 20°05'24" WEST, 121.02 FEET; THENCE SOUTH 04°59'21" WEST, 226.02 FEET TO A POINT OFFSET 153.00 FEET LEFT OF SAID CENTERLINE AT STATION 84+97.26; THENCE SOUTH 89°27'11" EAST ALONG A LINE 153.00 NORTH OF AND PARALLEL TO SAID CENTERLINE, 47.92 FEET TO A POINT LOCATED NORTH 00°22'21" EAST, 153.0 FEET FROM SAID NON-CURVE POINT OF INTERSECTION ON SAID CENTERLINE AT STATION 85+45.64; THENCE SOUTH 89°48'08" EAST ALONG A LINE 153.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE, 279.11 FEET; THENCE DEPARTING SAID PARALLEL LINE NORTH 87°56'31" EAST, 130.58 FEET TO A POINT ON SAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 28; THENCE SOUTH 00°24'36" EAST ALONG SAID EAST, 128.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.743 ACRES, MORE OR LESS.

PARENT PARCEL 124:

(TAKEN FROM OFFICIAL RECORDS BOOK 5190, PAGE 118)

ALL OF:

"FROM THE NORTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN SOUTH 495 FEET FOR A POINT OF BEGINNING ON THE EAST LINE OF SAID SECTION; THENCE RUN WEST 210 FEET; THENCE SOUTH 210 FEET; THENCE EAST 210 FEET TO A POINT ON THE EAST LINE OF SAID SECTION; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION FOR 210 FEET TO THE POINT OF BEGINNING, TOGETHER WITH THE HOME THEREON AND EXISTING FURNITURE AND FIXTURES THEREIN."

(BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 253, PAGE 585, OF THE PUBLIC RECORDS OF LAKE COUNGY, FLORIDA.)

FDOT SURPLUS PARCEL

(PREPARED BY THIS FIRM BASED ON INSTRUCTIONS FROM CLIENT)

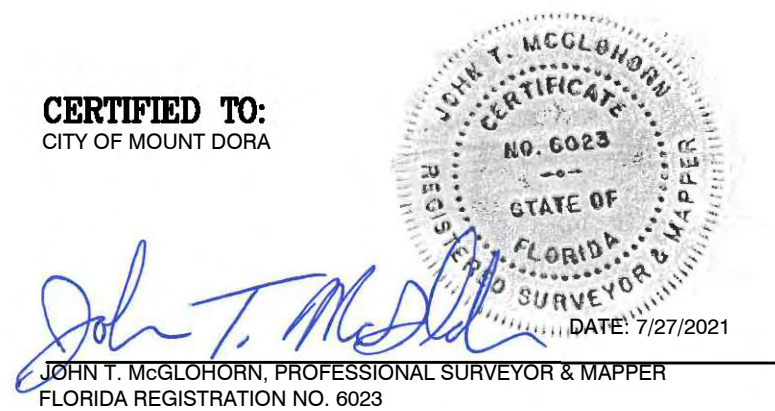
THAT PART OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5190, PAGE 115, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND DESCRIBED IN OFFICIAL RECORDS BOOK 5190, PAGE 118, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27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

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE RUN, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 THE FOLLOWING THREE (3) COURSES, (1) NORTH 00°24'36" WEST FOR A DISTANCE OF 155.10 FEET TO THE POINT OF INTERSECTION WITH NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 46 AS DESCRIBED IN OFFICIAL RECORDS BOOK 4861, PAGE 2140, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND AS DEPICTED ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130-FP NO. 238275-2; (2) NORTH 00°24'36" WEST FOR A DISTANCE OF 469.14 FEET FOR THE POINT OF BEGINNING; (3) NORTH 00°24'36" WEST FOR A DISTANCE OF 705.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 SAID SECTION 28; FROM SAID CORNER, DEPARTING SAID EAST LINE, RUN THENCE NORTH 89°41'07" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 FOR A DISTANCE OF 25.00 FEET TO THE SOUTHEAST CORNER OF WOLF CREEK RIDGE PHASE 1, A SUBDIVISION IN THE CITY OF MOUNT DORA, FLORIDA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 77 THROUGH 82, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE CONTINUE NORTH 89°41'07" WEST ALONG THE SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, ALSO BEING THE SOUTH LINE OF SAID WOLF CREEK RIDGE PHASE 1 AND IT'S WESTERLY EXTENSION THEREOF FOR A DISTANCE OF 1036.09 FEET TO THE NORTHWEST CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5190, PAGE 115, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°25'28" EAST ALONG THE WEST LINE OF SAID PROPERTY FOR A DISTANCE OF 133.56 FEET TO A POINT ON THE FIELD LOCATED 81.9 FEET, BASE FLOOD ELEVATION CONTOUR LINE AS DETERMINED BY THE FEMA MAP NUMBER 12069C0390E, EFFECTIVE DATE: DECEMBER 18, 2012; THENCE RUN ALONG SAID 81.9 FEET CONTOUR LINE THE FOLLOWING (28) TWENTY-EIGHT COURSES: (1) SOUTH 37°01'54" EAST FOR A DISTANCE OF 92.89 FEET; (2) SOUTH 51°00'26" EAST FOR A DISTANCE OF 75.44 FEET; (3) SOUTH 45°09'46" EAST FOR A DISTANCE OF 56.32 FEET; (4) SOUTH 71°47'44" EAST FOR A DISTANCE OF 43.93 FEET; (5) NORTH 70°13'26" EAST FOR A DISTANCE OF 42.95 FEET; (6) NORTH 26°51'31" EAST FOR A DISTANCE OF 36.02 FEET; (7) NORTH 14°10'20" EAST FOR A DISTANCE OF 117.63 FEET; (8) THENCE RUN NORTH 36°01'02" EAST FOR A DISTANCE OF 34.37 FEET; (9) NORTH 84°50'39" EAST FOR A DISTANCE OF 53.27 FEET; (10) NORTH 74°09'09" EAST FOR A DISTANCE OF 45.30 FEET; (11) SOUTH 82°32'23" EAST FOR A DISTANCE OF 101.45 FEET; (12) SOUTH 70°17'12" EAST FOR A DISTANCE OF 49.50 FEET; (13) SOUTH 47°38'24" EAST FOR A DISTANCE OF 36.82 FEET; (14) SOUTH 15°02'29" EAST FOR A DISTANCE OF 146.43 FEET; (15) SOUTH 19°23'21" EAST FOR A DISTANCE OF 86.71 FEET; (16) SOUTH 24°55'14" EAST FOR A DISTANCE OF 33.64 FEET; (17) SOUTH 46°21'14" EAST FOR A DISTANCE OF 39.50 FEET; (18) SOUTH 73°56'34" EAST FOR A DISTANCE OF 38.26 FEET; (19) NORTH 75°28'30" EAST FOR A DISTANCE OF 31.02 FEET; (20) NORTH 53°01'51" EAST FOR A DISTANCE OF 102.48 FEET; (21) NORTH 78°24'33" EAST FOR A DISTANCE OF 40.42 FEET; (22) SOUTH 70°27'49" EAST FOR A DISTANCE OF 52.41 FEET; (23) SOUTH 28°34'57" EAST FOR A DISTANCE OF 36.31 FEET; (24) SOUTH 09°18'41" EAST FOR A DISTANCE OF 49.66 FEET; (25) SOUTH 01°47'29" WEST FOR A DISTANCE OF 84.86 FEET; (26) SOUTH 28°36'03" EAST FOR A DISTANCE OF 47.44 FEET; (27) SOUTH 41°43'20" EAST FOR A DISTANCE OF 57.71 FEET; (28) SOUTH 52°18'28" EAST FOR A DISTANCE OF 76.48 FEET; TO THE POINT OF BEGINNING.

GENERAL NOTES:

- THE SURVEY MAP (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- THE PURPOSE OF THIS SURVEY WAS TO RECOVER MONUMENTS AND PREPARE A BOUNDARY AND PARTIAL TOPOGRAPHIC SURVEY FOR AN FDOT SURPLUS LAND TRANSFER TO THE CITY OF MOUNT DORA. SURVEY WAS ORDERED BY GEORGE MAREK/ACTING CITY ENGINEER AND PER INSTRUCTIONS THE SOUTHERLY BOUNDARY OF THE NEW SURPLUS PARCEL IS THE 81.9 BASE FLOOD ELEVATION PER FEMA MAP 12069C0390 E WITH AN EFFECTIVE DATE OF 12/18/2012.NOTE: PARTIAL TOPOGRAPHIC SURVEY IS OF THE 81.9 CONTOUR LINE ONLY AND THIS IS NOT A FULL TOPOGRAPHIC SURVEY FOR CIVIL DESIGN.
- CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.
- BEARINGS SHOWN HEREON ARE FLORIDA STATE PLANE COORDINATE EAST ZONE BASED ON LENGEMANN L-NET GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) NETWORK, THAT IS CERTIFIED BY WANTMAN GROUP, INCORPORATED, AND IS BASED ON NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT.
- THE POSITION OF SAID ADJOINING PROPERTIES IS APPROXIMATE. RECORDING DATA FOR ADJOINING PROPERTIES IS BASED ON INFORMATION PROVIDED BY A SEARCH OF PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- THE DESCRIPTION FOR SURPLUS LAND TRANSFER WAS WITTEN BY THIS COMPANY AND COPIES OF THE ORIGINAL DEEDS WERE OBTAINED FROM THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE AND THEREFORE IS SUBJECT TO CHANGE DUE TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS FIRM.
- UNDERGROUND IMPROVEMENTS SUCH AS UTILITIES, FOUNDATIONS, ETC. WERE NOT LOCATED, EXCEPT WHAT IS SHOWN HEREON.
- LANDS SHOWN HEREON LIE IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% CHANCE FLOODPLAIN) AND ZONE AE (AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL FLOOD CHANCE, HAVING AN ESTABLISHED BASE FLOOD ELEVATION DETERMINED) ACCORDING TO FLOOD INSURANCE RATE MAP: 12069C0390E AND EFFECTIVE DATE: DECEMBER 18, 2012.
- THIS SURVEY HAS BEEN PREPARED UNDER THE DIRECTION AND SUPERVISION OF THE UNDERSIGNED BELOW IN ACCORDANCE WITH THE ADOPTED "STANDARDS OF PRACTICE" FOR LAND SURVEYING AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.
- SYMBOLS SHOWN HEREON ARE NOT TO SCALE AND ARE FOR INFORMATIONAL PURPOSES ONLY.
- ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC SURVEY BENCHMARK "E75." A LAKE COUNTY BENCHMARK AND HAVING AN ELEVATION OF 135.96', NORTH AMERICAN VERTICAL DATUM OF 1988 (NAV/D88.)
- DATE OF FIELD WORK IS REFLECTED IN TITLE BLOCK, NOT THE DATE OF SIGNATURE.
- THIS COMPANY ACCEPTS NO RESPONSIBILITY FOR THE MARKETABLE STATUS OF THIS PROPERTY. THIS PROPERTY IS SUBJECT TO ANY AND/OR ALL CITY, COUNTY, STATE AND FEDERAL PLANNING AND ZONING REGULATIONS.
- THE SCOPE OF THE SURVEY DOES NOT ADDRESS ENVIRONMENTAL MATTERS, JURISDICTIONAL BOUNDARIES OR HAZARDOUS WASTES CONCERNS SHOULD ANY OF THE FOREGOING EXIST.
- OWNERSHIP OF FENCES SHOWN HEREON, WAS NOT DETERMINED BY THIS SURVEY. SAID FENCES WERE LOCATED ONLY WHERE DIMENSIONED AND MAY NOT RUN STRAIGHT.
- SURVEY DATE: 06/24/2021.

CERTIFIED TO:
CITY OF MOUNT DORA

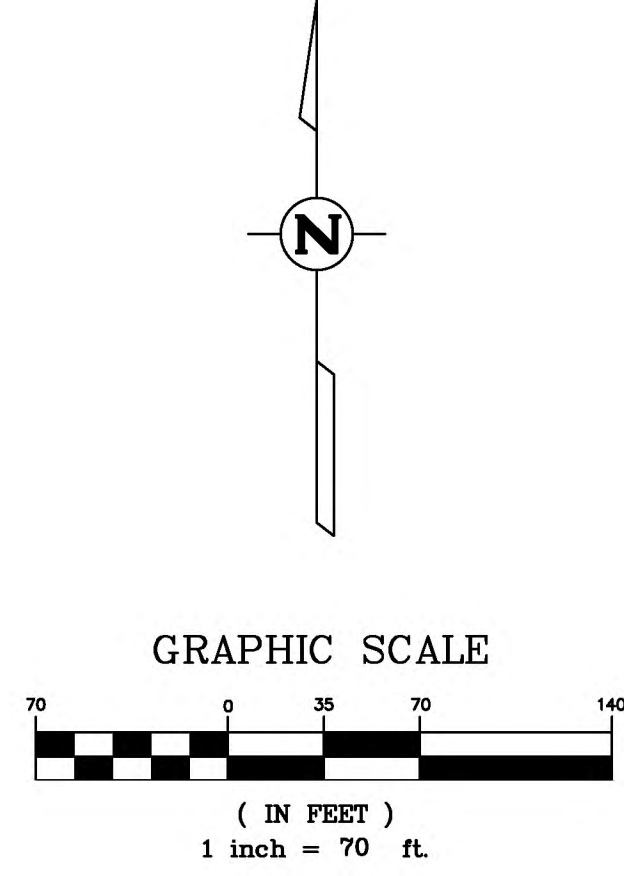
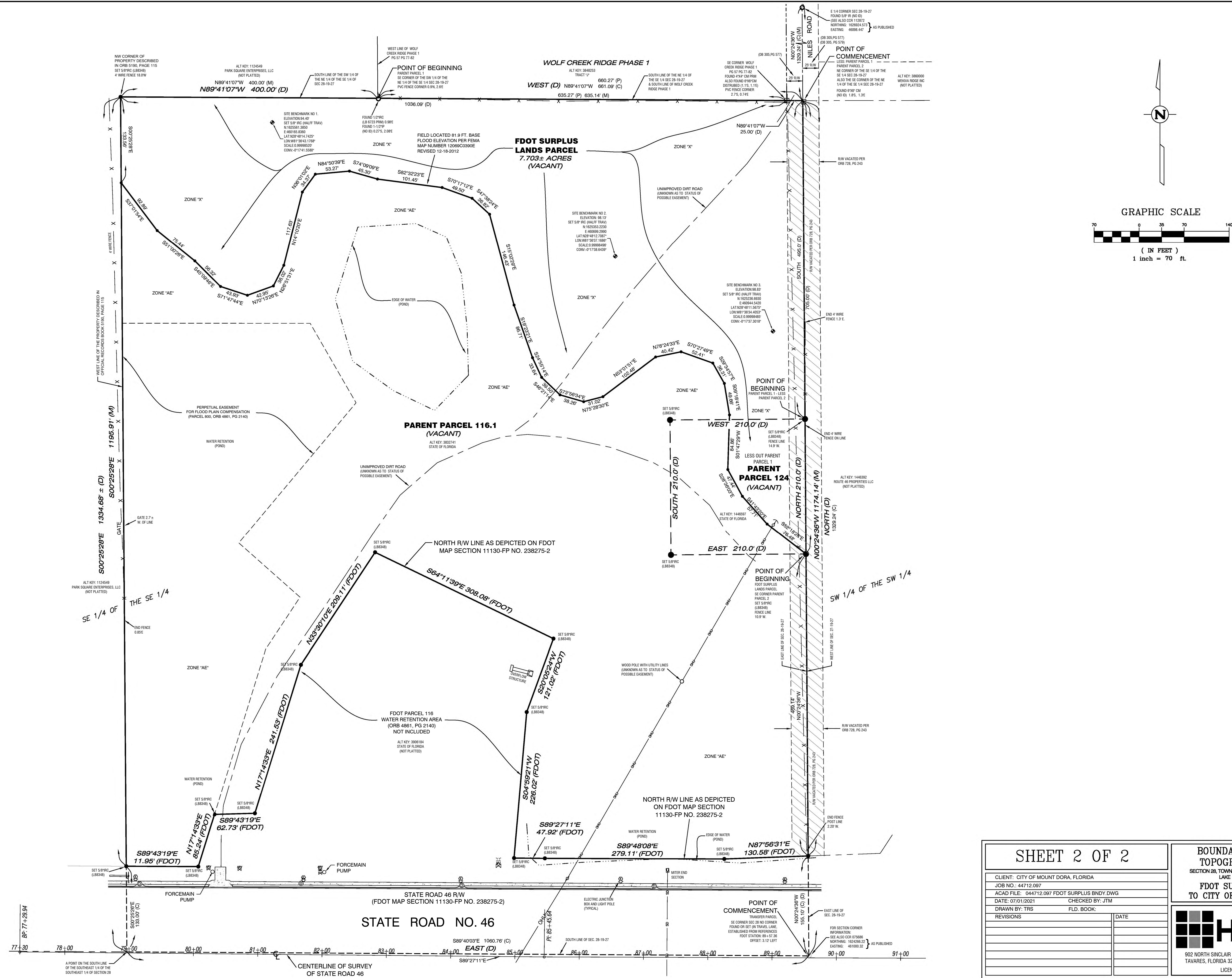


SHEET 1 OF 2

CLIENT: CITY OF MOUNT DORA, FLORIDA	
JOB NO.: 44712097	
ACAD FILE: 044712097 FDOT SURPLUS BNDY.DWG	
DATE: 07/01/2021	CHECKED BY: JTM
DRAWN BY: TRS	FLD. BOOK:
REVISIONS	DATE

BOUNDARY & PARTIAL
TOPOGRPHIC SURVEY
SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST
LAKE COUNTY, FLORIDA
FDOT SURPLUS LANDS
TO CITY OF MOUNT DORA, FL





SHEET 2 OF 2

CLIENT: CITY OF MOUNT DORA, FLORIDA	
JOB NO.: 44712.097	
ACAD FILE: 044712.097 FDOT SURPLUS BNDY.DWG	
DATE: 07/01/2021	CHECKED BY: JTM
DRAWN BY: TRS	FLD. BOOK:
REVISIONS	DATE

BOUNDARY & PARTIAL
TOPOGRAPHIC SURVEY
SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST
LAKE COUNTY, FLORIDA
FDOT SURPLUS LANDS
TO CITY OF MOUNT DORA, FL

902 NORTH SINCLAIR AVE.
TAVARES, FLORIDA 32778
OFFICE: 352.343.8481
FAX: 352.343.8495
LICENSED BUSINESS #8348

September 7, 2023 City Council Regular Session Agenda Packet Page 143 of 272

August 16, 2022
This instrument prepared by
Robin D. Derr
Under the direction of
DANIEL L. MCDERMOTT, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 116, Part B and 124, Part A
SECTION 11130
F.P. NO. 238275-2
STATE ROAD 46
COUNTY LAKE
P.M. No. 6632 & 7326

QUITCLAIM DEED
Public Purpose

THIS INDENTURE, Made this 26 day of October, 2022, by and between the STATE OF FLORIDA by and through the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, Party of the First Part, whose address is 719 South Woodland Blvd., DeLand, FL 32720, to the CITY OF MOUNT DORA, a municipality of the State of Florida, Party of the Second Part, 510 N. Baker Street, Mount Dora, FL 32757.

WITNESSETH

WHEREAS, said land hereinafter described was heretofore acquired for state highway purposes; and

WHEREAS, said land is no longer required for such purposes, and the Party of the First Part, by action of the District Secretary, District Five, Florida Department of Transportation on 10/21/2022, pursuant to the provisions of Section 337.25 Florida Statutes, has agreed to quitclaim the land hereinafter described to the Party of the Second Part without consideration, to be used solely for public purposes.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Party of the First Part does hereby remise, release and quitclaim unto the Party of the Second Part, and assigns, forever, all the right, title and interest of the State of Florida Department of Transportation to the property herein described to be used solely for public purposes, pursuant to the provisions of Section 337.25, Florida Statutes, all that certain land situate in Lake County, Florida, viz:

(SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF)

SUBJECT to all Utilities in place and in use to the maintenance thereof and all other

ATTACHMENT #1

PARCEL NO. 116,Part B and 124,Part A
 SECTION 11130
 F.P. NO. 238275-2
 PAGE 2

liens and encumbrances on said land, recorded or unrecorded.

TO HAVE AND TO HOLD, the said premises and the appurtenances thereof unto the Party of the Second Part.

REVERTER - The property herein described is to be used for public purpose. If the property ceases to be used for public purpose all property rights shall revert back to the said Party of the First Part.

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these presents to be signed in the name of the State of Florida Department of Transportation by its District Secretary, District Five and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

ATTEST

Sharon A. Liehr
Sharon A. Liehr
 (type/print name)
 Executive Secretary

(Affix Department Seal)

STATE OF FLORIDA

COUNTY OF VOLUSIA

STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION

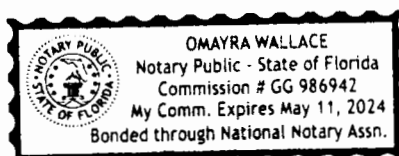
By:

John E. Tyler, P.E.
 District Five Secretary

Legal Review

[Signature]
 Office of General Counsel

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26 day of October, 2022, John E. Tyler, P.E., District Secretary for District Five, who is personally known to me, or who has produced _____ as identification.



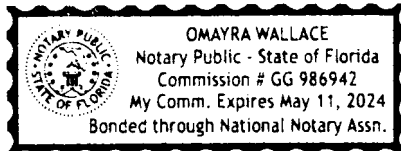
Omayra Wallace
Omayra Wallace
 (type/print name)
 Notary Public in and for the
 County and State last aforesaid.

ATTACHMENT #1

PARCEL NO. 116,Part B and 124,Part A
SECTION 11130
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(Affix Notary Seal)

My Commission Expires:_____



PARCEL NO. 116,Part B and 124,Part A
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PAGE 4

EXHIBIT A

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

SECTION 11130

F.P. NO. 238275-2

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

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE RUN, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 THE FOLLOWING THREE (3) COURSES, (1) NORTH 00°24'36" WEST FOR A DISTANCE OF 155.10 FEET TO THE POINT OF INTERSECTION WITH NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 46 AS DESCRIBED IN OFFICIAL RECORDS BOOK 4861, PAGE 2140, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND AS DEPICTED ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130-FP NO. 238275-2; (2) NORTH 00°24'36" WEST FOR A DISTANCE OF 469.14 FEET FOR THE POINT OF BEGINNING; (3) NORTH 00°24'36" WEST FOR A DISTANCE OF 705.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 SAID SECTION 28; FROM SAID CORNER, DEPARTING SAID EAST LINE, RUN THENCE NORTH 89°41'07" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 FOR A DISTANCE OF 25.00 FEET TO THE SOUTHEAST CORNER OF WOLF CREEK RIDGE PHASE 1, A SUBDIVISION IN THE CITY OF MOUNT DORA, FLORIDA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 77 THROUGH 82, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE CONTINUE NORTH 89°41'07" WEST ALONG THE SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, ALSO BEING THE SOUTH LINE OF SAID WOLF CREEK RIDGE PHASE 1 AND IT'S WESTERLY EXTENSION THEREOF FOR A DISTANCE OF 1036.09 FEET TO THE NORTHWEST CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5190, PAGE 115, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°25'28" EAST ALONG THE WEST LINE OF SAID PROPERTY FOR A DISTANCE OF 133.56 FEET TO A POINT ON THE FIELD LOCATED 81.9 FEET, BASE FLOOD ELEVATION CONTOUR LINE AS DETERMINED BY THE FEMA MAP NUMBER 12069C0390E, EFFECTIVE DATE: DECEMBER 18, 2012; THENCE RUN ALONG SAID 81.9 FEET CONTOUR LINE THE

ATTACHMENT #1

PARCEL NO. 116,Part B and 124,Part A
SECTION 11130
F.P. NO. 238275-2
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FOLLOWING (28) TWENTY-EIGHT COURSES; (1) SOUTH 37°01'54" EAST FOR A DISTANCE OF 92.89 FEET; (2) SOUTH 51°00'26" EAST FOR A DISTANCE OF 75.44 FEET; (3) SOUTH 45°09'46" EAST FOR A DISTANCE OF 56.32 FEET; (4) SOUTH 71°47'44" EAST FOR A DISTANCE OF 43.93 FEET; (5) NORTH 70°13'26" EAST FOR A DISTANCE OF 42.95 FEET; (6) NORTH 26°51'31" EAST FOR A DISTANCE OF 36.02 FEET; (7) NORTH 14°10'20" EAST FOR A DISTANCE OF 117.63 FEET; (8) THENCE RUN NORTH 36°01'02" EAST FOR A DISTANCE OF 34.37 FEET; (9) NORTH 84°50'39" EAST FOR A DISTANCE OF 53.27 FEET; (10) NORTH 74°09'09" EAST FOR A DISTANCE OF 45.30 FEET; (11) SOUTH 82°32'23" EAST FOR A DISTANCE OF 101.45 FEET; (12) SOUTH 70°17'12" EAST FOR A DISTANCE OF 49.50 FEET; (13) SOUTH 47°38'24" EAST FOR A DISTANCE OF 36.82 FEET; (14) SOUTH 15°02'29" EAST FOR A DISTANCE OF 146.43 FEET; (15) SOUTH 19°23'21" EAST FOR A DISTANCE OF 86.71 FEET; (16) SOUTH 24°55'14" EAST FOR A DISTANCE OF 33.64 FEET; (17) SOUTH 46°21'14" EAST FOR A DISTANCE OF 39.50 FEET; (18) SOUTH 73°56'34" EAST FOR A DISTANCE OF 38.26 FEET; (19) NORTH 75°28'30" EAST FOR A DISTANCE OF 31.02 FEET; (20) NORTH 53°01'51" EAST FOR A DISTANCE OF 102.48 FEET; (21) NORTH 78°24'33" EAST FOR A DISTANCE OF 40.42 FEET; (22) SOUTH 70°27'49" EAST FOR A DISTANCE OF 52.41 FEET; (23) SOUTH 29°34'57" EAST FOR A DISTANCE OF 36.31 FEET; (24) SOUTH 09°18'41" EAST FOR A DISTANCE OF 49.66 FEET; (25) SOUTH 01°47'29" WEST FOR A DISTANCE OF 84.86 FEET; (26) SOUTH 28°36'03" EAST FOR A DISTANCE OF 47.44 FEET; (27) SOUTH 41°43'20" EAST FOR A DISTANCE OF 57.71 FEET; (28) SOUTH 52°18'28" EAST FOR A DISTANCE OF 76.48 FEET; TO THE POINT OF BEGINNING.

CONTAINING 7.703 ACRES, MORE OR LESS

RESOLUTION NO. 2022-60

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

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

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

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

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

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

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

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

Resolution No. 2022-60

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

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

SECTION 4. Savings Clause. All prior actions of the City pertaining to acceptance and use of the real property described in **Exhibit "A"** attached hereto, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

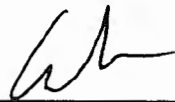
SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Directions to City Clerk. The City Clerk is hereby directed to forward a certified copy of the Resolution to the State of Florida Department of Transportation at 719 South Woodland Boulevard, DeLand, Florida 32720-6834.

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

Signatures on following page

PASSED AND ADOPTED this 20 day of September, 2022.



CRISSY STILE

Mayor of the City of Mount Dora, Florida

ATTEST:

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

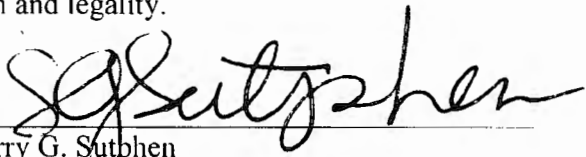

Jessica Burnham
City Clerk
Sherry G. Sutphen
City Attorney

EXHIBIT "A"

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

SECTION 11130

F.P. NO. 238275-2

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

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Resolution No. 2022-60

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ATTACHMENT #1

ROAD NO. 46 AS DESCRIBED IN OFFICIAL RECORDS BOOK 4861, PAGE 2140, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND AS DEPICTED ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130-FP NO. 238275-2; (2) NORTH 00°24'36" WEST FOR A DISTANCE OF 469.14 FEET FOR THE POINT OF BEGINNING; (3) NORTH 00°24'36" WEST FOR A DISTANCE OF 705.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 SAID SECTION 28; FROM SAID CORNER, DEPARTING SAID EAST LINE, RUN THENCE NORTH 89°41'07" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 FOR A DISTANCE OF 25.00 FEET TO THE SOUTHEAST CORNER OF WOLF CREEK RIDGE PHASE 1, A SUBDIVISION IN THE CITY OF MOUNT DORA, FLORIDA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 77 THROUGH 82, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE CONTINUE NORTH 89°41'07" WEST ALONG THE SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, ALSO BEING THE SOUTH LINE OF SAID WOLF CREEK RIDGE PHASE 1 AND IT'S WESTERLY EXTENSION THEREOF FOR A DISTANCE OF 1036.09 FEET TO THE NORTHWEST CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5190, PAGE 115, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°25'28" EAST ALONG THE WEST LINE OF SAID PROPERTY FOR A DISTANCE OF 133.56 FEET TO A POINT ON THE FIELD LOCATED 81.9 FEET, BASE FLOOD ELEVATION CONTOUR LINE AS DETERMINED BY THE FEMA MAP NUMBER 12069C0390E, EFFECTIVE DATE: DECEMBER 18, 2012; THENCE RUN ALONG SAID 81.9 FEET CONTOUR LINE THE FOLLOWING (28) TWENTY-EIGHT COURSES; (1) SOUTH 37°01'54" EAST FOR A DISTANCE OF 92.89 FEET; (2) SOUTH 51°00'26" EAST FOR A DISTANCE OF 75.44 FEET; (3) SOUTH 45°09'46" EAST FOR A DISTANCE OF 56.32 FEET; (4) SOUTH 71°47'44" EAST FOR A DISTANCE OF 43.93 FEET; (5) NORTH 70°13'26" EAST FOR A DISTANCE OF 42.95 FEET; (6) NORTH 26°51'31" EAST FOR A DISTANCE OF 36.02 FEET; (7) NORTH 14°10'20" EAST FOR A DISTANCE OF 117.63 FEET; (8) THENCE RUN NORTH 36°01'02" EAST FOR A DISTANCE OF 34.37 FEET; (9) NORTH 84°50'39" EAST FOR A DISTANCE OF 53.27 FEET; (10) NORTH 74°09'09" EAST FOR A DISTANCE OF 45.30 FEET; (11) SOUTH 82°32'23" EAST FOR A DISTANCE OF 101.45 FEET; (12) SOUTH 70°17'12" EAST FOR A DISTANCE OF 49.50 FEET; (13) SOUTH 47°38'24" EAST FOR A DISTANCE OF 36.82 FEET; (14) SOUTH 15°02'29" EAST FOR A DISTANCE OF 146.43 FEET; (15) SOUTH 19°23'21" EAST FOR A DISTANCE OF 86.71 FEET; (16) SOUTH 24°55'14" EAST FOR A DISTANCE OF 33.64 FEET; (17) SOUTH 46°21'14" EAST FOR A DISTANCE OF 39.50 FEET; (18) SOUTH 73°56'34" EAST FOR A DISTANCE OF 38.26 FEET; (19) NORTH 75°28'30" EAST FOR A DISTANCE OF 31.02 FEET; (20) NORTH 53°01'51" EAST FOR A DISTANCE OF 102.48 FEET; (21) NORTH 78°24'33" EAST FOR A DISTANCE OF 40.42 FEET; (22) SOUTH 70°27'49" EAST FOR A DISTANCE OF 52.41 FEET; (23) SOUTH 29°34'57" EAST FOR A DISTANCE OF 36.31 FEET; (24) SOUTH 09°18'41" EAST FOR A DISTANCE OF 49.66 FEET; (25) SOUTH 01°47'29" WEST FOR A DISTANCE OF 84.86 FEET; (26) SOUTH 28°36'03" EAST FOR A

Resolution No. 2022-60

4 of 4

DISTANCE OF 47.44 FEET; (27) SOUTH 41°43'20" EAST FOR A DISTANCE OF 57.71 FEET; (28) SOUTH 52°18'28" EAST FOR A DISTANCE OF 76.48 FEET; TO THE POINT OF BEGINNING.

CONTAINING 7.703 ACRES, MORE OR LESS

Resolution No. 2022-60

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August 16, 2022
This instrument prepared by
Robin D. Derr
Under the direction of
DANIEL L. MCDERMOTT, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 116, Part C and 124, Part B
SECTION 11130
F.P. NO. 238275-2
STATE ROAD 46
COUNTY LAKE
P.M. No. 6632 & 7326

QUITCLAIM DEED
Public Purpose

THIS INDENTURE, Made this 26 day of October, 2022, by and between the STATE OF FLORIDA by and through the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, Party of the First Part, whose address is 719 South Woodland Blvd., DeLand, FL 32720, to the CITY OF MOUNT DORA, a municipality of the State of Florida, Party of the Second Part, 510 N. Baker Street, Mount Dora, FL 32757.

WITNESSETH

WHEREAS, said land hereinafter described was heretofore acquired for state highway purposes; and

WHEREAS, said land is no longer required for such purposes, and the Party of the First Part, by action of the District Secretary, District Five, Florida Department of Transportation on 10/21/2022, pursuant to the provisions of Section 337.25 Florida Statutes, has agreed to quitclaim the land hereinafter described to the Party of the Second Part without consideration, to be used solely for public purposes.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Party of the First Part does hereby remise, release and quitclaim unto the Party of the Second Part, and assigns, forever, all the right, title and interest of the State of Florida Department of Transportation to the property herein described to be used solely for public purposes, pursuant to the provisions of Section 337.25, Florida Statutes, all that certain land situate in Lake County, Florida, viz:

(SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF)

SUBJECT to all Utilities in place and in use to the maintenance thereof and all other

PARCEL NO. 116,Part C and 124,Part B
SECTION 11130
F.P. NO. 238275-2
PAGE 2

liens and encumbrances on said land, recorded or unrecorded.

RESERVING unto the Party of the First Part, the State of Florida, Department of Transportation, a permanent, perpetual drainage easement in, over, under and through the property described in Exhibit "A" for the storm water drainage needs of the State of Florida, Department of Transportation associated with State Road 46, located in Lake County, Florida. Additionally, and not by way of limitation, Party of the First Part reserves storm water drainage capacity in said lands to satisfy all capacity and permit conditions associated with any and all future improvement of State Road 46 that may occur in the future. Party of the Second Part, the City of Mount Dora, shall be perpetually and solely responsible for the maintenance of the drainage system and property associated therewith. In the event the City of Mount Dora fails to repair, maintain, replace or reconstruct said drainage system or any damage arising out of or associated with the use of the drainage system, the State of Florida, Department of Transportation shall be entitled to perform the maintenance, repairs, replacement or reconstruction of the drainage systems and water retention areas at the expense of the Mount Dora.

TO HAVE AND TO HOLD, the said premises and the appurtenances thereof unto the Party of the Second Part.

REVERTER - The property herein described is to be used for public purpose. If the property ceases to be used for public purpose all property rights shall revert back to the said Party of the First Part.

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these presents to be signed in the name of the State of Florida Department of Transportation by its District Secretary, District Five and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

ATTEST:

Sharon A. Liehr

Sharon A. Liehr

(type/print name)
Executive Secretary

(Affix Department Seal)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:

John E. Tyler
District Five Secretary

Legal Review

[Signature]

ATTACHMENT #1

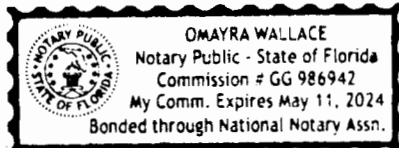
PARCEL NO. 116,Part C and 124,Part B
SECTION 11130
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PAGE 3

Office of General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 26 day of October, 2022,
John E. Tyler, District Secretary for District Five, who is
personally known to me, or who has produced _____ as
identification.



(Affix Notary Seal)

Omayra Wallace
Omayra Wallace
(type/print name)
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____

ATTACHMENT #1

PARCEL NO. 116,Part C and 124,Part B
SECTION 11130
F.P. NO. 238275-2
PAGE 4

EXHIBIT A**PARCEL NO. 116,Part C and 124,Part B****SECTION 11130****F.P. NO. 238275-2**

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

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE RUN NORTH 00°24'36" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 155.10 FEET TO THE POINT OF INTERSECTION WITH NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 46 AS DESCRIBED IN OFFICIAL RECORDS BOOK 4861, PAGE 2140, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND AS DEPICTED ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130-FP NO. 238275-2 AND THE POINT OF BEGINNING; THENCE RUN, ALONG THE SAID NORTHERLY RIGHT OF WAY LINE AND NORTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 4861, PAGE 2140 THE FOLLOWING SIX (6) COURSES, (1) SOUTH 87°56'31" WEST FOR A DISTANCE OF 130.58 FEET; (2) NORTH 89°48'08" WEST FOR A DISTANCE OF 279.11 FEET; (3) NORTH 89°27'11" WEST FOR A DISTANCE 47.92 FEET; (4) NORTH 04°59'21" EAST FOR A DISTANCE OF 226.02 FEET; (5) NORTH 20°05'24" EAST FOR A DISTANCE OF 121.02 FEET; (6) NORTH 64°11'39" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE AND NORTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 4861, PAGE 2140 AND ITS NORTHWESTERLY EXTENSION, FOR A DISTANCE OF 368.62 FEET; THENCE S33°28'37"W FOR A DISTANCE OF 112.87 FEET TO A POINT ON THE EASTERLY LEG OF THAT CERTAIN PERPETUAL EASEMENT IDENTIFIED AS PARCEL 800 AS DEPICTED ON SAID STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130-FP NO. 238275-2 AND RECORDED IN OFFICIAL RECORDS BOOK 4861, PAGE OF 2140 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY AND NORTHERLY LINE OF SAID PARCEL 800 AND EASTERLY AND NORTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 4861, PAGE 2140 THE FOLLOWING FOUR (4) COURSES, (1) NORTH 48°27'47" WEST FOR A DISTANCE OF 127.26 FEET; (2) NORTH

ATTACHMENT #1

PARCEL NO. 116,Part C and 124,Part B
SECTION 11130
F.P. NO. 238275-2
PAGE 5

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

CONTAINING 12.27 ACRES, MORE OR LESS

RESOLUTION NO. 2022-61

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

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

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

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

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

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

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

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

Resolution No. 2022-61

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

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

SECTION 4. Savings Clause. All prior actions of the City pertaining to acceptance and use of the real property described in **Exhibit "A"** attached hereto, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

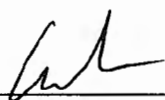
SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Directions to City Clerk. The City Clerk is hereby directed to forward a certified copy of the Resolution to the State of Florida Department of Transportation at 719 South Woodland Boulevard, DeLand, Florida 32720-6834.

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

Signatures on the following page.

PASSED AND ADOPTED this 20 day of September, 2022.



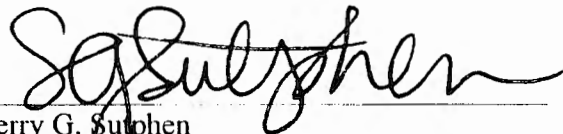
CRISSY STILE

Mayor of the City of Mount Dora, Florida

ATTEST:

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



Jessica Burnham
City Clerk

Sherry G. Sulphen
City Attorney

EXHIBIT "A"

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

SECTION 11130

F.P. NO. 238275-2

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

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE RUN NORTH 00°24'36" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 155.10 FEET TO THE POINT OF INTERSECTION WITH NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 46 AS DESCRIBED IN OFFICIAL RECORDS BOOK 4861, PAGE 2140, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND AS DEPICTED ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130-FP NO. 238275-2 AND THE POINT OF BEGINNING; THENCE RUN, ALONG THE SAID NORTHERLY RIGHT OF WAY LINE AND NORTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 4861, PAGE 2140 THE FOLLOWING SIX (6) COURSES, (1) SOUTH 87°56'31" WEST FOR A

Resolution No. 2022-61

3 of 4

DISTANCE OF 130.58 FEET; (2) NORTH 89°48'08" WEST FOR A DISTANCE OF 279.11 FEET; (3) NORTH 89°27'11" WEST FOR A DISTANCE 47.92 FEET; (4) NORTH 04°59'21" EAST FOR A DISTANCE OF 226.02 FEET; (5) NORTH 20°05'24" EAST FOR A DISTANCE OF 121.02 FEET; (6) NORTH 64°11'39" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE AND NORTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 4861, PAGE 2140 AND ITS NORTHWESTERLY EXTENSION, FOR A DISTANCE OF 368.62 FEET; THENCE S33°28'37"W FOR A DISTANCE OF 112.87 FEET TO A POINT ON THE EASTERLY LEG OF THAT CERTAIN PERPETUAL EASEMENT IDENTIFIED AS PARCEL 800 AS DEPICTED ON SAID STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130-FP NO. 238275-2 AND RECORDED IN OFFICIAL RECORDS BOOK 4861, PAGE 2140 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY AND NORTHERLY LINE OF SAID PARCEL 800 AND EASTERLY AND NORTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 4861, PAGE 2140 THE FOLLOWING FOUR (4) COURSES, (1) NORTH 48°27'47" WEST FOR A DISTANCE OF 127.26 FEET; (2) NORTH 39°55'48" EAST FOR A DISTANCE OF 284.19 FEET; (3) NORTH 30°00'32" WEST FOR A DISTANCE OF 142.74 FEET; (4) NORTH 89°59'32" WEST FOR A DISTANCE OF 292.21 FEET TO THE WESTERLY LINE OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 5190, PAGE 115 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 00°25'28" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 218.56 FEET TO A POINT ON THE FIELD LOCATED 81.9 FEET, BASE FLOOD ELEVATION CONTOUR LINE AS DETERMINED BY THE FEMA MAP NUMBER 12069C0390E, EFFECTIVE DATE: DECEMBER 18, 2012; THENCE RUN ALONG SAID 81.9 FEET CONTOUR LINE THE FOLLOWING (28) TWENTY-EIGHT COURSES; (1) SOUTH 37°01'54" EAST FOR A DISTANCE OF 92.89 FEET; (2) SOUTH 51°00'26" EAST FOR A DISTANCE OF 75.44 FEET; (3) SOUTH 45°09'46" EAST FOR A DISTANCE OF 56.32 FEET; (4) SOUTH 71°47'44" EAST FOR A DISTANCE OF 43.93 FEET; (5) NORTH 70°13'26" EAST FOR A DISTANCE OF 42.95 FEET; (6) NORTH 26°51'31" EAST FOR A DISTANCE OF 36.02 FEET; (7) NORTH 14°10'20" EAST FOR A DISTANCE OF 117.63 FEET; (8) THENCE RUN NORTH 36°01'02" EAST FOR A DISTANCE OF 34.37 FEET; (9) NORTH 84°50'39" EAST FOR A DISTANCE OF 53.27 FEET; (10) NORTH 74°09'09" EAST FOR A DISTANCE OF 45.30 FEET; (11) SOUTH 82°32'23" EAST FOR A DISTANCE OF 101.45 FEET; (12) SOUTH 70°17'12" EAST FOR A DISTANCE OF 49.50 FEET; (13) SOUTH 47°38'24" EAST FOR A DISTANCE OF 36.82 FEET; (14) SOUTH 15°02'29" EAST FOR A DISTANCE OF 146.43 FEET; (15) SOUTH 19°23'21" EAST FOR A DISTANCE OF 86.71 FEET; (16) SOUTH 24°55'14" EAST FOR A DISTANCE OF 33.64 FEET; (17) SOUTH 46°21'14" EAST FOR A DISTANCE OF 39.50 FEET; (18) SOUTH 73°56'34" EAST FOR A DISTANCE OF 38.26 FEET; (19) NORTH 75°28'30" EAST FOR A DISTANCE OF 31.02 FEET; (20) NORTH 53°01'51" EAST FOR A DISTANCE OF 102.48 FEET; (21) NORTH 78°24'33" EAST FOR A DISTANCE OF 40.42 FEET; (22) SOUTH 70°27'49" EAST FOR A DISTANCE OF 52.41 FEET; (23) SOUTH 29°34'57" EAST FOR A DISTANCE OF 36.31 FEET; (24) SOUTH 09°18'41" EAST FOR A DISTANCE OF 49.66 FEET; (25) SOUTH 01°47'29" WEST FOR A DISTANCE OF 84.86 FEET; (26) SOUTH 28°36'03" EAST FOR A DISTANCE OF 47.44 FEET; (27) SOUTH 41°43'20"

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ATTACHMENT #1

EAST FOR A DISTANCE OF 57.71 FEET; (28) SOUTH 52°18'28" EAST FOR A DISTANCE OF 76.48 FEET TO THE AFORESAID EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28; THENCE SOUTH 00°24'36" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 469.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.27 ACRES, MORE OR LESS

Resolution No. 2022-61

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ORDINANCE NO: 2023-13

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF SR 46 AT NILES ROAD; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES; PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora (Property Owner) is the fee simple owner of that property generally located on the north side of SR 46 at Niles Road in unincorporated Lake County, Florida, as depicted and identified on that map attached as **Exhibit "A"** (Property); and

WHEREAS, pursuant to Florida Statutes, Section 171.044, the Property Owners have filed a petition for annexation of the Property into the municipal limits of the City of Mount Dora; and

WHEREAS, the City has determined that the Property is located wholly within an unincorporated area of Lake County, Florida, that the Property is reasonably compact and contiguous to an incorporated area of the City of Mount Dora, Florida, that annexation of the Property will not result in the creation of an enclave, that annexation of the Property otherwise fully complies with the requirements of Florida Statutes, Section 171.044, and annexation of the Property is in the best interest of the City of Mount Dora; and

WHEREAS, pursuant to Florida Statutes, Section 171.044, the City furnished the Lake County Board of County Commissioners with a copy of the notice of annexation by certified mail at least ten (10) days prior to the publication of the same; and

WHEREAS, the City has determined that all procedural and notice requirements mandated by Florida Statutes, Section 171.044, the City of Mount Dora Charter, the City of Mount Dora Code of Ordinances and all other applicable or controlling laws related to the voluntary annexation of property have been followed and satisfied.

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

SECTION 1. **LEGISLATIVE FINDINGS AND INTENT.** The City of Mount Dora has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. **VOLUNTARY ANNEXATION.** The Property generally located on the north side of SR 46 at Niles Road in unincorporated Lake County, is hereby annexed into the municipal limits of the City of Mount Dora pursuant to Florida Statutes, Section 171.044. The Property annexed is more particularly described as follows:

PARCEL NO. 116, Part B and 124, Part A
SECTION 11130
F.P. NO. 238275-2

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

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE RUN, ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 28 THE FOLLOWING THREE (3) COURSES, (1) NORTH 00°24'36" WEST FOR A DISTANCE OF 155.10 FEET TO THE POINT OF INTERSECTION WITH NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 46 AS DESCRIBED IN OFFICIAL RECORDS BOOK 4861, PAGE 2140, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND AS DEPICTED ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130-FP NO. 238275-2; (2) NORTH 00°24'36" WEST FOR A DISTANCE OF 469.14 FEET FOR THE POINT OF BEGINNING; (3) NORTH 00°24'36" WEST FOR A DISTANCE OF 705.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 SAID SECTION 28; FROM SAID CORNER, DEPARTING SAID EAST LINE, RUN THENCE NORTH 89°41'07" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 FOR A DISTANCE OF 25.00 FEET TO THE SOUTHEAST CORNER OF WOLF CREEK RIDGE PHASE 1, A SUBDIVISION IN THE CITY OF MOUNT DORA, FLORIDA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 77 THROUGH 82, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE CONTINUE NORTH 89°41'07" WEST ALONG THE SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, ALSO BEING THE SOUTH LINE OF SAID WOLF CREEK RIDGE PHASE 1 AND IT'S WESTERLY EXTENSION THEREOF FOR A DISTANCE OF 1036.09 FEET TO THE NORTHWEST CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5190, PAGE 115, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH

00°25'28" EAST ALONG THE WEST LINE OF SAID PROPERTY FOR A DISTANCE OF 133.56 FEET TO A POINT ON THE FIELD LOCATED 81.9 FEET, BASE FLOOD ELEVATION CONTOUR LINE AS DETERMINED BY THE FEMA MAP NUMBER 12069C0390E, EFFECTIVE DATE: DECEMBER 18, 2012; THENCE RUN ALONG SAID 81.9 FEET CONTOUR LINE THE FOLLOWING (28) TWENTY-EIGHT COURSES; (1) SOUTH 37°01'54" EAST FOR A DISTANCE OF 92.89 FEET; (2) SOUTH 51°00'26" EAST FOR A DISTANCE OF 75.44 FEET; (3) SOUTH 45°09'46" EAST FOR A DISTANCE OF 56.32 FEET; (4) SOUTH 71°47'44" EAST FOR A DISTANCE OF 43.93 FEET; (5) NORTH 70°13'26" EAST FOR A DISTANCE OF 42.95 FEET; (6) NORTH 26°51'31" EAST FOR A DISTANCE OF 36.02 FEET; (7) NORTH 14°10'20" EAST FOR A DISTANCE OF 117.63 FEET; (8) THENCE RUN NORTH 36°01'02" EAST FOR A DISTANCE OF 34.37 FEET; (9) NORTH 84°50'39" EAST FOR A DISTANCE OF 53.27 FEET; (10) NORTH 74°09'09" EAST FOR A DISTANCE OF 45.30 FEET; (11) SOUTH 82°32'23" EAST FOR A DISTANCE OF 101.45 FEET; (12) SOUTH 70°17'12" EAST FOR A DISTANCE OF 49.50 FEET; (13) SOUTH 47°38'24" EAST FOR A DISTANCE OF 36.82 FEET; (14) SOUTH 15°02'29" EAST FOR A DISTANCE OF 146.43 FEET; (15) SOUTH 19°23'21" EAST FOR A DISTANCE OF 86.71 FEET; (16) SOUTH 24°55'14" EAST FOR A DISTANCE OF 33.64 FEET; (17) SOUTH 46°21'14" EAST FOR A DISTANCE OF 39.50 FEET; (18) SOUTH 73°56'34" EAST FOR A DISTANCE OF 38.26 FEET; (19) NORTH 75°28'30" EAST FOR A DISTANCE OF 31.02 FEET; (20) NORTH 53°01'51" EAST FOR A DISTANCE OF 102.48 FEET; (21) NORTH 78°24'33" EAST FOR A DISTANCE OF 40.42 FEET; (22) SOUTH 70°27'49" EAST FOR A DISTANCE OF 52.41 FEET; (23) SOUTH 29°34'57" EAST FOR A DISTANCE OF 36.31 FEET; (24) SOUTH 09°18'41" EAST FOR A DISTANCE OF 49.66 FEET; (25) SOUTH 01°47'29" WEST FOR A DISTANCE OF 84.86 FEET; (26) SOUTH 28°36'03" EAST FOR A DISTANCE OF 47.44 FEET; (27) SOUTH 41°43'20" EAST FOR A DISTANCE OF 57.71 FEET; (28) SOUTH 52°18'28" EAST FOR A DISTANCE OF 76.48 FEET; TO THE POINT OF BEGINNING. 7.70 ACRES, MORE OR LESS;

AND

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

SECTION 11130

F.P. NO. 238275-2

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

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE RUN NORTH 00°24'36" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 155.10 FEET TO THE POINT OF INTERSECTION WITH NORTHERLY RIGHT OF WAY LINE OF STATE ROAD

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ALL THE ABOVE CONTAINING 19.97 ACRES, MORE OR LESS.

SECTION 3. EFFECT OF ANNEXATION. On the Effective Date of this Ordinance, the property owner of the Property shall be entitled to all the rights, privileges and immunities as are from time to time granted to property owners in the City of Mount Dora, Florida, and shall be subject to the responsibilities of property ownership as may from time to time be authorized and/or adopted by the governing authority of the City of Mount Dora, Florida.

SECTION 4. AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES. City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article II, City Council, Division 2, Election of Members, Section 2.48, Creation of districts; boundaries described, City Council District Two (2) is hereby amended to include the Property, more particularly described as follows:

PARCEL NO. 116, Part B and 124, Part A
SECTION 11130
F.P. NO. 238275-2

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

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE RUN, ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 28 THE FOLLOWING THREE (3) COURSES, (1) NORTH 00°24'36" WEST FOR A DISTANCE OF 155.10 FEET TO THE POINT OF INTERSECTION WITH NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 46 AS DESCRIBED IN OFFICIAL RECORDS BOOK 4861, PAGE 2140, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND AS DEPICTED ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130-

FP NO. 238275-2; (2) NORTH 00°24'36" WEST FOR A DISTANCE OF 469.14 FEET FOR THE POINT OF BEGINNING; (3) NORTH 00°24'36" WEST FOR A DISTANCE OF 705.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 SAID SECTION 28; FROM SAID CORNER, DEPARTING SAID EAST LINE, RUN THENCE NORTH 89°41'07" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 FOR A DISTANCE OF 25.00 FEET TO THE SOUTHEAST CORNER OF WOLF CREEK RIDGE PHASE 1, A SUBDIVISION IN THE CITY OF MOUNT DORA, FLORIDA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 77 THROUGH 82, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE CONTINUE NORTH 89°41'07" WEST ALONG THE SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, ALSO BEING THE SOUTH LINE OF SAID WOLF CREEK RIDGE PHASE 1 AND ITS WESTERLY EXTENSION THEREOF FOR A DISTANCE OF 1036.09 FEET TO THE NORTHWEST CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5190, PAGE 115, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°25'28" EAST ALONG THE WEST LINE OF SAID PROPERTY FOR A DISTANCE OF 133.56 FEET TO A POINT ON THE FIELD LOCATED 81.9 FEET, BASE FLOOD ELEVATION CONTOUR LINE AS DETERMINED BY THE FEMA MAP NUMBER 12069C0390E, EFFECTIVE DATE: DECEMBER 18, 2012; THENCE RUN ALONG SAID 81.9 FEET CONTOUR LINE THE FOLLOWING (28) TWENTY-EIGHT COURSES; (1) SOUTH 37°01'54" EAST FOR A DISTANCE OF 92.89 FEET; (2) SOUTH 51°00'26" EAST FOR A DISTANCE OF 75.44 FEET; (3) SOUTH 45°09'46" EAST FOR A DISTANCE OF 56.32 FEET; (4) SOUTH 71°47'44" EAST FOR A DISTANCE OF 43.93 FEET; (5) NORTH 70°13'26" EAST FOR A DISTANCE OF 42.95 FEET; (6) NORTH 26°51'31" EAST FOR A DISTANCE OF 36.02 FEET; (7) NORTH 14°10'20" EAST FOR A DISTANCE OF 117.63 FEET; (8) THENCE RUN NORTH 36°01'02" EAST FOR A DISTANCE OF 34.37 FEET; (9) NORTH 84°50'39" EAST FOR A DISTANCE OF 53.27 FEET; (10) NORTH 74°09'09" EAST FOR A DISTANCE OF 45.30 FEET; (11) SOUTH 82°32'23" EAST FOR A DISTANCE OF 101.45 FEET; (12) SOUTH 70°17'12" EAST FOR A DISTANCE OF 49.50 FEET; (13) SOUTH 47°38'24" EAST FOR A DISTANCE OF 36.82 FEET; (14) SOUTH 15°02'29" EAST FOR A DISTANCE OF 146.43 FEET; (15) SOUTH 19°23'21" EAST FOR A DISTANCE OF 86.71 FEET; (16) SOUTH 24°55'14" EAST FOR A DISTANCE OF 33.64 FEET; (17) SOUTH 46°21'14" EAST FOR A DISTANCE OF 39.50 FEET; (18) SOUTH 73°56'34" EAST FOR A DISTANCE OF 38.26 FEET; (19) NORTH 75°28'30" EAST FOR A DISTANCE OF 31.02 FEET; (20) NORTH 53°01'51" EAST FOR A DISTANCE OF 102.48 FEET; (21) NORTH 78°24'33" EAST FOR A DISTANCE OF 40.42 FEET; (22) SOUTH 70°27'49" EAST FOR A DISTANCE OF 52.41 FEET; (23) SOUTH 29°34'57" EAST FOR A DISTANCE OF 36.31 FEET; (24) SOUTH 09°18'41" EAST FOR A DISTANCE OF 49.66 FEET; (25) SOUTH 01°47'29" WEST FOR A DISTANCE OF 84.86 FEET; (26) SOUTH 28°36'03" EAST FOR A DISTANCE OF 47.44 FEET; (27) SOUTH 41°43'20" EAST FOR A DISTANCE OF 57.71 FEET; (28) SOUTH 52°18'28" EAST FOR A DISTANCE OF 76.48 FEET; TO THE POINT OF BEGINNING. 7.70 ACRES, MORE OR LESS;

AND

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

SECTION 11130

F.P. NO. 238275-2

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

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ALL THE ABOVE CONTAINING 19.97 ACRES, MORE OR LESS.

SECTION 5. FILING REQUIREMENTS. In accordance with Florida Statutes, Section 171.044(3), within seven (7) days of the enactment of this Ordinance, the City Clerk shall file a certified copy of this Ordinance with the Lake County Clerk of the Circuit Court, with the County Manager of Lake County, Florida and with the Florida Department of State.

SECTION 6. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance and the rezoning on the Property. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 7. SAVINGS CLAUSE. All prior actions of the City of Mount Dora pertaining to the annexation of the Property, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 8. LIMITED CODIFICATION AND SCRIVENER'S ERRORS.

The provisions of this Ordinance which amend City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article II, City Council, Division 2, Election of Members, Section 2.48, Creation of districts; boundaries described, shall be codified and the sections, divisions and provisions hereof renumbered or re-lettered as deemed appropriate by the codifier. All remaining provisions of this Ordinance shall not be codified. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney may be corrected.

SECTION 9. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 10. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 11. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING: _____

SECOND READING: _____

PASSED AND ADOPTED this ____ **day of** _____ **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

EXHIBIT "A"
Property Depiction



Subject Property

N.T.S.





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

DATE: September 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Single Reading (Final) and Adoption of **Ordinance No. 2023-14**, Small-Scale Future Land Use Map Amendment for City of Mount Dora Niles Road (19.97 Acres).

Introduction:

This is a request for City Council to approve the single reading and adoption of Ordinance No. 2023-14.

Call Up Item

Mayor Asks Attorney to Read Ordinance by Title Only

City Manager Background

Applicant Presentation

Testimony by others on behalf of applicant or opposition with a legitimate interest in the matter, who can provide substantial competent evidence.

Rebuttal by Applicant

Discussion

Council Action

Discussion:

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

Further descriptions and the land use report are contained in Attachment #1 (PZC/LPA Staff Report). The advertisements for the adoption hearing are provided in Attachment #2. The proposed amendment will change approximately 19.97 acres from Lake County Urban Low Density (4 dwelling units per acre) to the City Public Lands Institutional (PLI). The map amendment is associated with the companion annexation.

This Ordinance shall take effect 31 days after the adoption of the annexation Ordinance, per Florida Statutes.

The sequence of events leading to the presentation to the City Council are as follows:

The Planning and Zoning Commission (PZC), acting as the Local Planning Agency, at their regularly scheduled meeting held on August 16, 2023, recommended approval (vote 5-0. Two members absent) of the Small-Scale Future Land Use Map Amendment as contained in the proposed Ordinance No. 2023-14.

The Development Review Committee (DRC) on July 28, 2023, reviewed and recommended approval of the Small-Scale Future Land Use Map Amendment.

Budget Impact:

There are no budgetary impacts on the City relative to the processing of the future land use map amendment action.

Strategic Impact:

Future Land Use Map amendments which address density and/or intensity changes are consistent with Growth Management and Economic Development Goals.

GOAL 1: Economic Development.

GOAL 2: Infrastructure / Public Safety

Recommendation:

The City Council adopt under single reading Ordinance No. 2023-14 for the Small-Scale Future Land Use Map Amendment.

Attachment(s):

1. Attachment 1 PZC-LPA Staff Report_FLUM_Niles Road8-16-23
2. Attachment 2 Legal Advertisement Publication
3. Ordinance 2023-14 FLUM (PLI)City Lands.sgs
4. Exhibit A FLUM Amendment Map

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen, City Attorney

Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 8/28/2023

Approved - 8/29/2023

Final Approval - 8/29/2023



CITY OF MOUNT DORA

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
plandev@cityofmountdora.com

DATE: August 16, 2023

TO: Planning and Zoning Commission

FROM: Development Review Committee
 Vince Sandersfeld, Planning Director

THROUGH: Ryan Winkler, Senior Planner

RE: **Application to Amend the Future Land Use Map;** Small-Scale FLUM Amendment Request (Review Type); Change in Future Land Use from County Urban Low to City Public Lands and Institutions; 19.97 Acres (Site Area); Located on the north side of State Road 46 at Niles Road; City Public Works Department (Applicant); City of Mount Dora (Owner). Project No. FLUM23-03SM.

SUMMARY OF RECOMMENDATION:

Staff recommends approval of the small-scale application to amend the Future Land Use category on 19.97 +/- acres from Lake County Urban Low to City Public Lands and Institutions and forward the same to City Council.

REFERENCES/SUPPORT:

City Mount Dora Comprehensive Plan 2045
 Policy 4.g (12) FLUE of the Mount Dora Comprehensive Plan 2045
 Chapter 163, *Florida Statutes*
 Ordinance #2023-13, *Annexation*

SITE SUMMARY:

Owners	City of Mount Dora
Applicant	City of Mount Dora Public Works Department
General Location:	North of State Road 46 at Niles Road
Alternate Key Nos.	3832741 and 1446597
Zoning District:	Lake County Agriculture
Proposed Zoning District:	Public Lands and Institutions (PLI) (Processing under Separate Application)
Future Land Use Category:	Lake County Urban Low
Proposed Land Use Category	City Public Lands and Institutions (PLI)
Overlays:	Lake County Joint Planning Area
Site Area:	19.97 +/- acres
Existing Use:	Vacant Lands

SURROUNDING PROPERTY TABLE:

Direction	Jurisdiction	Future Land Use	Zoning District(s)	Existing Use(s)	Comments
North	City	Res. Low/Medium	PUD	Residential	Summerview at Wolf Creek Ridge
	County	N/A	N/A	ROW	Niles Road
	City	Res. Low/Medium	PUD	Residential	Summerbrooke
South	County	Urban Low	Agriculture	Retention	Storm water retention
	State	N/A	N/A	ROW	State Road 46
	County	Light Industrial	Community Facility District	Vacant	SFR
	City	County Regional Office	PUD	Warehousing	Hubbard Mount Dora Commercial PUD
East	City	Res. High	PUD	Vacant	PUD Uses for Multifamily and C-1 Commercial
West	City	Res. Low/Medium	PUD	Residential, Conservation	Summerbrooke

DEVELOPMENT STANDARDS MATRIX:

Standard	County Urban Low	City Public Lands and Institutions
Floor Area Ratio (FAR)	Max. 3.0	Max. 0.7
Maximum Dwelling Units	Max. 30.8 dwelling units	N/A
Impervious Surface Ratio (ISR)	Max. 60%	Max. 70%
Open Space	Min. 25%	Min. 15%
Building Height	75 feet	35 feet

BACKGROUND:

This is City owned lands recently acquired from FDOT. As part of the annexation, the amendment assigns a City's Future Land Use Map. The proposed amendment will change approximately 19.97+/- acres from County Urban Low to City Public Lands and Institutions (PLI). The City intended to utilize a portion of the subject property for the planned Niles Road extension.

ANALYSIS:

The property contains 19.97 acres and is vacant lands. The applicant has applied to amend the future land use map to change it from Lake County Urban Low to City Public Lands and Institutions (PLI). An application to establish a city zoning district is being processed simultaneously with the FLUM application.

Goal 1, Objective 4, Policy g.12, Future Land Use Element of the Comprehensive Plan describes the Public Lands and Institutions land use category. This category may include public lands owned by the City, County, State, Federal Government, or school board. This category may include churches, cemeteries, and other public or quasi-public lands including elementary, middle, and high schools. The maximum impervious surface ratio is 70%.

PUBLIC IMPACTS AND CAPACITY ANALYSIS:

Housing

The land use change from County Urban Low to City Public Lands and Institutions (PLI) would decrease the amount of land available for residential uses. The County Urban Low Density land use category allows four (4) dwelling units per net buildable acre. The subject property contains approximately 19.97 acres (869,893 sf), with an estimated 7.7 acres (335,412 sf) of uplands and 12.27 acres of wetlands. The City Public Lands and Institutions land use category does not allow for residential uses. As such, the subject property will provide less dwelling units to the City housing inventory if developed under the City PLI land use category.

Traffic

Goal 1, Objective 3, Policy b, Transportation Elements of the Comprehensive Plan establishes the minimum acceptable roadway operating conditions on principal arterials, minor arterials, and collectors as LOS D.

Further review and evaluation would be undertaken when a development application and traffic study is provided to ensure the proposed development will not adversely impact the roadway network. There are no current City plans for uses that would trigger traffic reviews.

Water

Goal 1, Objective 1, Policy d, Infrastructure Element, 2045 Comprehensive Plan, establishes the water level-of-service standards as 350 gallons per day (GPD) per equivalent residential unit (ERU). The City does not have an established level-of-service for non-residential uses. According to the U.S. Energy Information Administration, the average estimate for institutional water consumption in large buildings (greater than 200,000 square feet) is 42 gallons per square foot and 55.6 for commercial uses.

Based on this information, the land use change has the potential to decrease the demand for water. Exact calculations on GPD can only be assessed with details of the proposed development. The proposed land use change will not negatively impact current capacity.

Land Use	Max. Non-Residential Square Feet GPD	Residential GPD	Total GPD
Urban Low	$(869,893/1,000) \times 55.6 = 48,366$	$30.8 \times 350 = 10,780$	Max. 48,366 GPD
Public Lands and Institutions	$(869,893/1,000) \times 42 = 36,536$	N/A*	Max. 36,536 GPD
*Residential uses are not a permitted use within the PLI Zoning District			

Wastewater

Goal 1, Objective 1, Policy d, Infrastructure Element, 2045 Comprehensive Plan, establishes the sewer level-of-service standard as 300 GPD per ERU. Flow requirements from commercial, industrial, institutional, or other special development areas shall be established from existing records or by estimated projections using the best available data; however, in no case shall a rate of less than 2,000 gallons per acre per day be used, unless specifically approved otherwise. A thorough review of wastewater demands will be undertaken once a development application is

submitted. There are no current City plans for uses that would trigger sewer capacity reviews.

Reclaim Water

Conversation Element requires participation in the City reuse for irrigation purposes. Goal 2, Objective 1, Policy c. (1) of the Infrastructure Element requires water conservation practices by utilizing the City reclaimed system available.

Stormwater

Goal 2, Objective 1, Policy b, Infrastructure Element of the Comprehensive Plan requires stormwater facilities to be designed to accommodate the 25-year / 24- hour storm design event and ensure the peak post-development runoff does not exceed peak pre-development runoff rate. Compliance with this provision will be undertaken with the submittal of a development application.

Parks and Recreation

Goal 1, Objective, 1, Policy (a), Recreation and Open Space Element of the Comprehensive Plan states that all residents shall have access to a community or neighborhood park within a ten (10) minute walk. The standards for a community and neighborhood park are defined in the Comprehensive Plan.

Goal 1, Objective, 1, Policy b, Recreation and Open Space Element of the Comprehensive Plan defines a ‘Community Park’ as containing a minimum of five (5) acres; has an existing condition rating of “Meets Expectations” or better in the most recent adopted Parks and Recreation Master Plan; and contains the following elements: sports fields, cultural/community center with recreational programming, outdoor flex event space, off-street parking, restrooms, picnic pavilions, and destination playground.

Goal 1, Objective, 1, Policy c, Recreation and Open Space Element of the Comprehensive Plan defines a ‘Neighborhood Park’ as containing a minimum of two (2) acres; has an existing condition rating of “Meets Expectations” or better in the most recent adopted Parks and Recreation Master Plan; and contains the following elements: sports courts, small playground, picnic pavilions, on- or off-street parking, as required for ADA accessibility, and open space.

Environmental

According to Lake County Interactive Map, the subject property contains approximately 12.27 acres within flood zone “AE” and 7.7 acres within flood zone “X”. Map VI-1: Wetlands indicate the subject area contains freshwater emergent wetlands and freshwater ponds.

According to the Lake County Interactive Map, there is no indication of flood zone or wetlands on the subject property. Map VI-4: Natural Communities shows area contains Emergent Aquatic Vegetation, Wet Prairies, and Row Crop communities. Map VI-3: Soils shows the area has Type ‘A’ and “A/D” soils. Further review of potential impacts to the environment and natural communities will be undertaken with the future development application. The proposed land use map amendment is not anticipated to negatively impact the existing native and vegetative communities.

ATTACHMENT #1

Planning and Zoning Commission Meeting – August 16, 2023
City of Mount Dora – FDOT Surplus Parcels (Niles Road) – FLUM23-03SM

PUBLIC HEARING SCHEDULE:

PZC: August 16, 2023

City Council FLUM Single Reading and Adoption: September 7, 2023

ATTACHMENTS:

Vicinity Map

Future Land Use Composite City-County Map

Future Land Use Map Amendment

Zoning Composite City-County Map

Application

N

Legend



City Limits

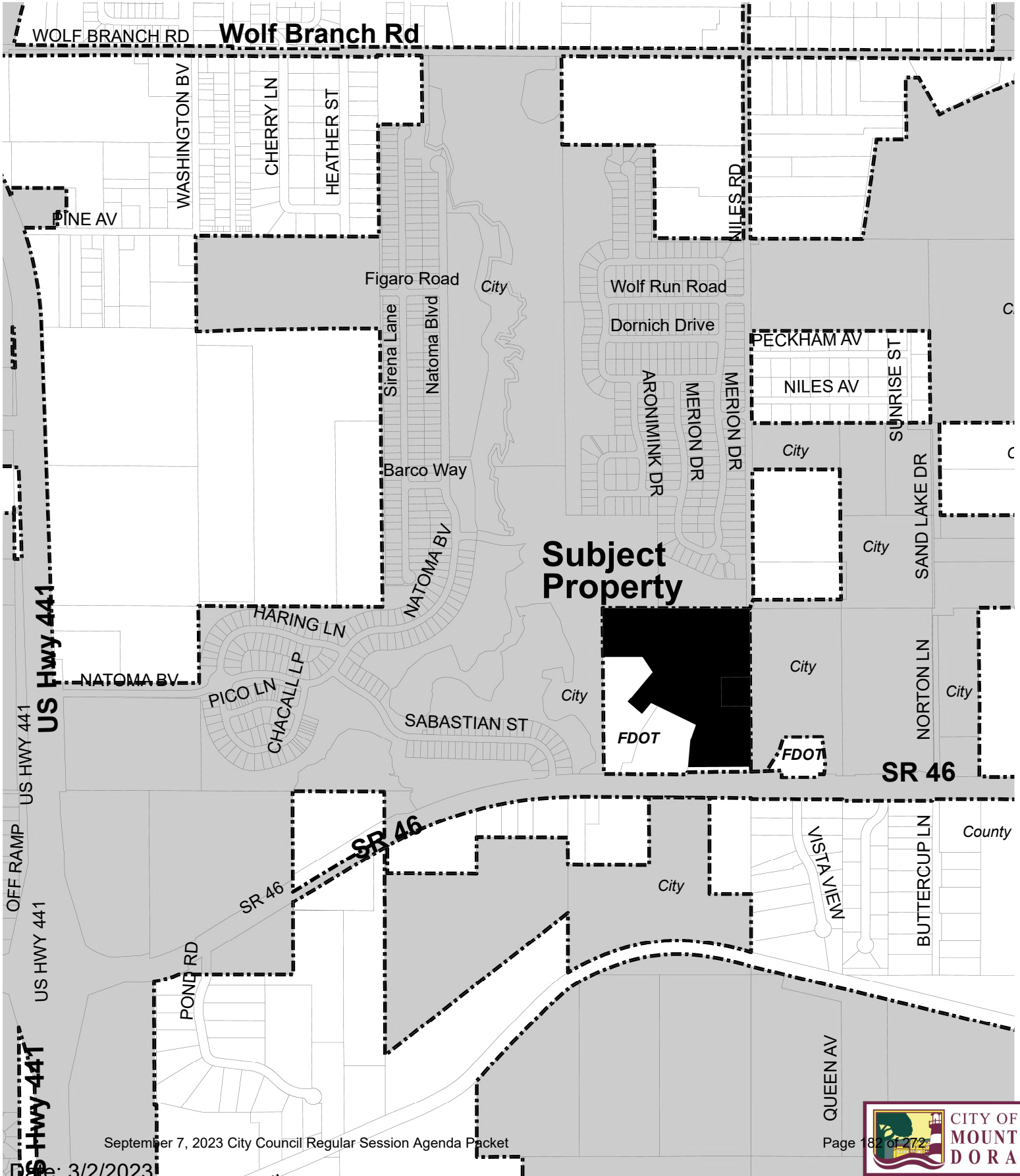


Subject Property

Vicinity Map



N.T.S.



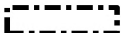
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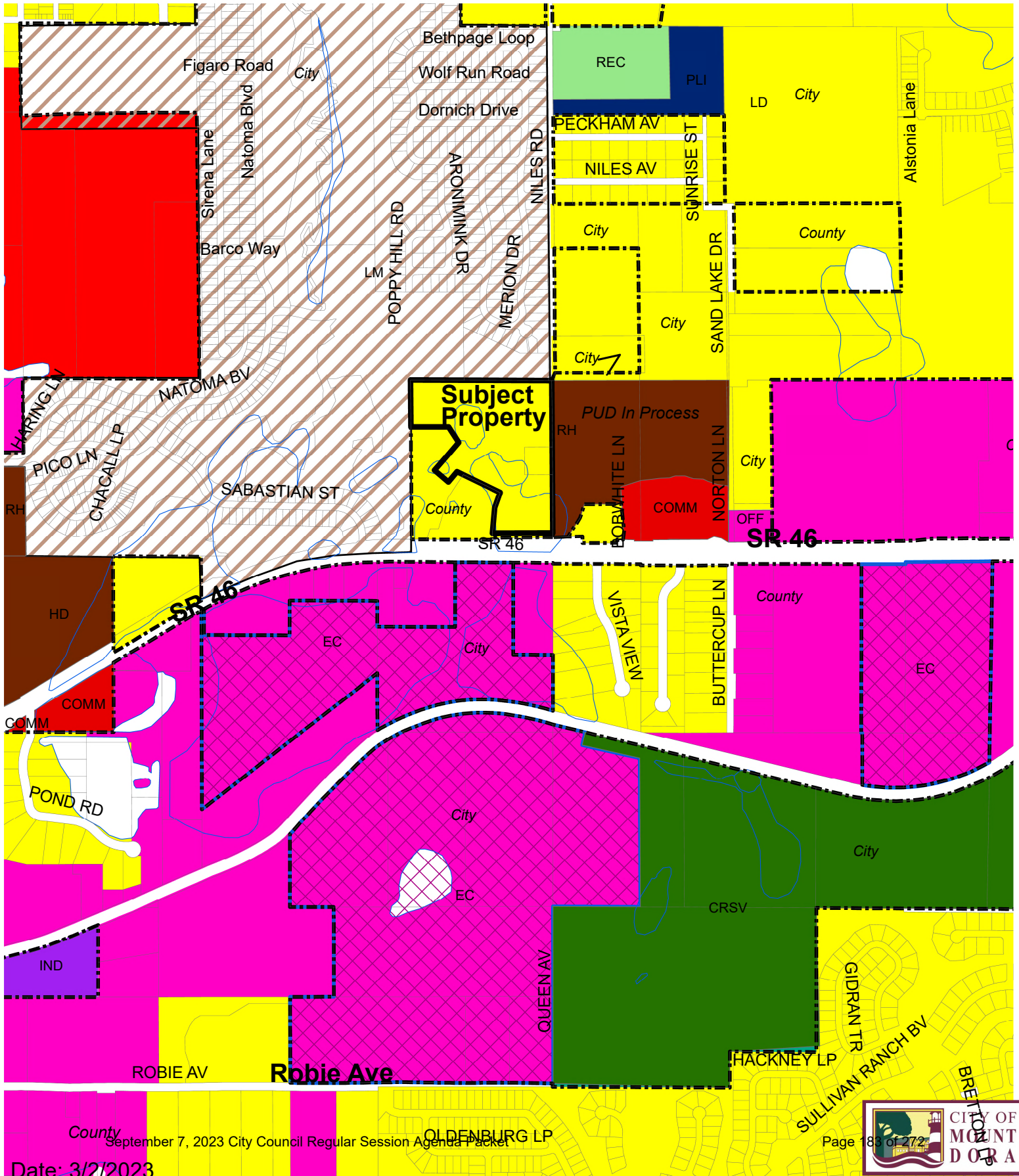


N.T.S.

Future Land Use Area Map Composite City & Lake County

Legend

-  City Limits
-  Subject Property
-  JPA Boundary



County

September 7, 2023 City Council Regular Session Agenda Packet

Date: 3/2/2023

Prepared by: Mount Dora Planning and Development Dept * 510 N. Baker Street, Mount Dora, FL 32757 * 352-735-7112

Page 183 of 272



City of Mount Dora Future Land Use Map

Planning Time Frame: 2045

LEGEND:

- Mixed Use Traditional (MU-1)
- Mixed Use Downtown (MU-2)
- Employment Center
- Residential Professional/Office
- Low Density Residential (2.5 DU/AC or Less)
- Low/Medium Density Residential (4 DU/AC or Less)
- Medium Density Residential (6 DU/AC or Less)
- High Density Residential (18 DU/AC or Less)
- Industrial
- Commercial
- Office
- Recreation
- Public Lands/Institutions
- Conservation
- Water Bodies/Lakes

Features

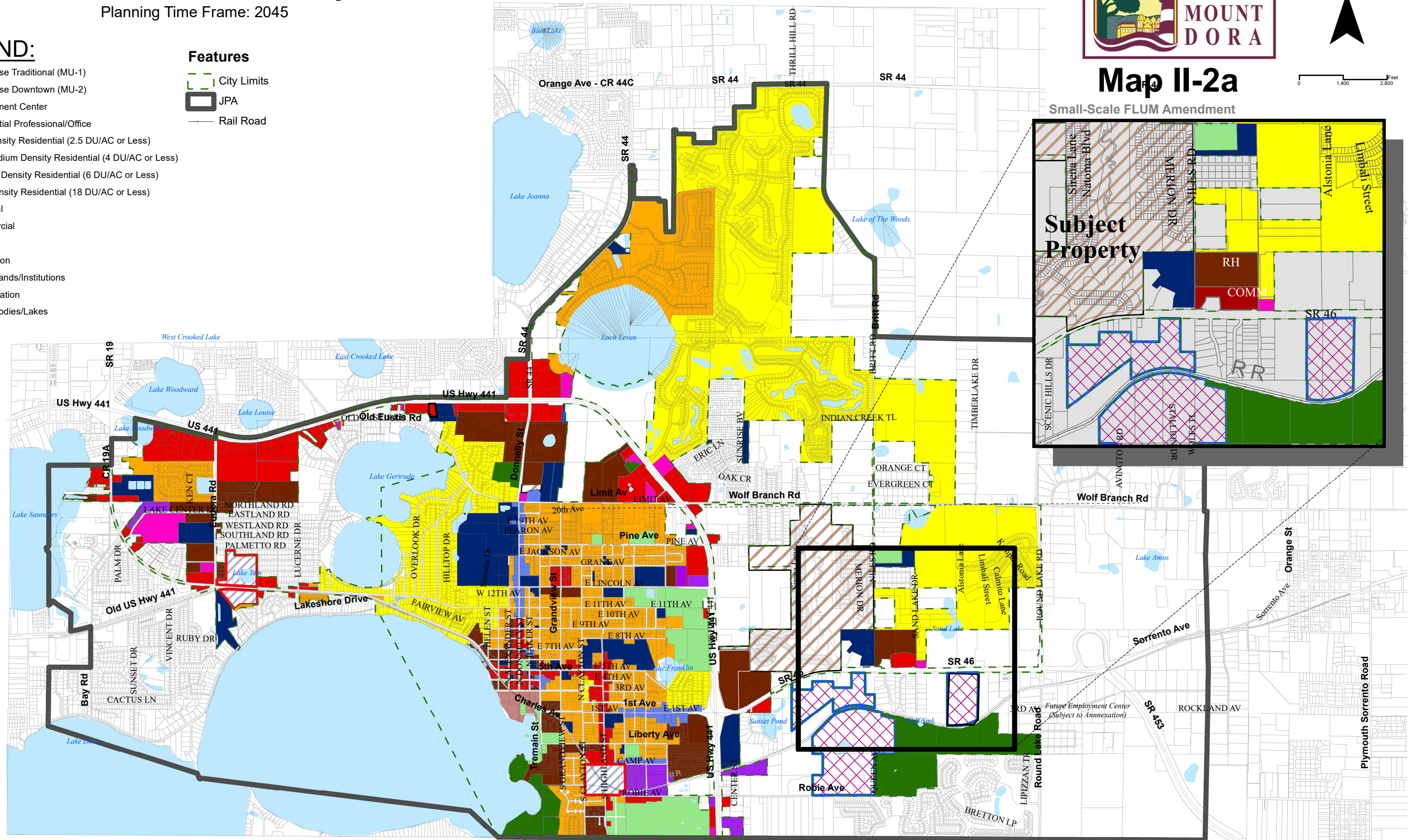
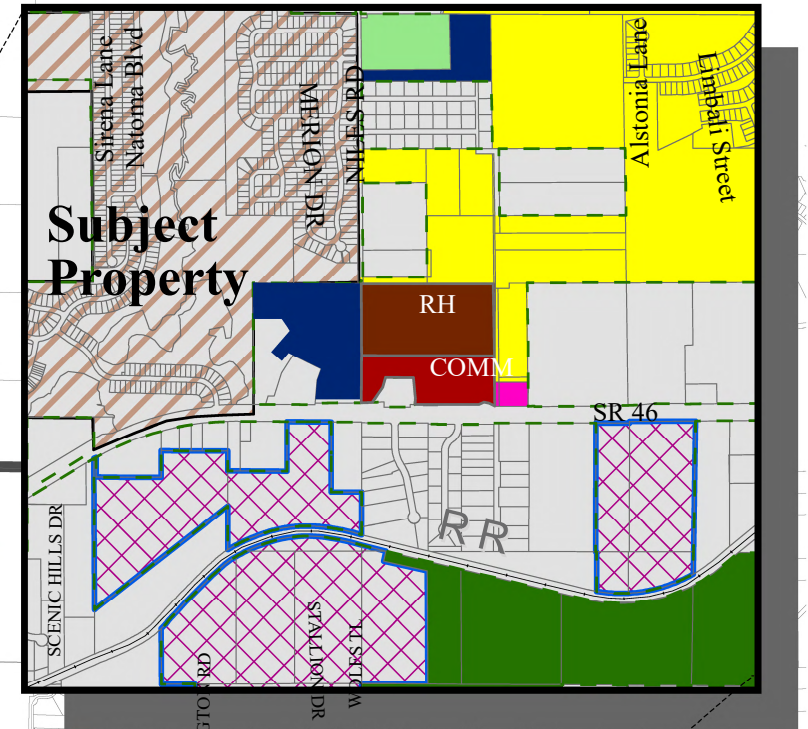
- City Limits
- JPA
- Rail Road



0 1,400 2,800 Feet

Map II-2a

Small-Scale FLUM Amendment



Legend

Subject Property





**CITY OF
MOUNT
DORA**

**City of Mount Dora
Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
E-mail: plandev@cityofmountdora.com**

**FUTURE LAND USE MAP
AMENDMENT SMALL-SCALE
(50 ACRES OR LESS) APPLICATION**

Date : 7/25/2023 Project Name: City of Mount Dora

1. Applicant's Name: City Public Works Dept - George Marek
 Company's Name: City of Mount Dora
 Address: 900 N. Donnelly Street
 City, State & Zip: Mount Dora, FL 32757
 Phone: 352-735-7151 E-mail: marekg@cityofmountdora.com

2. Owner's Name: City of Mount Dora
 Company's Name: City of Mount Dora
 Address: 510 N. Baker Street
 City, State & Zip: Mount Dora, FL 32757
 Phone: 352-735-7151 E-mail: marekg@cityofmountdora.com

3. The property generally located and list adjacent streets: SR 46 and Niles Road
Alk Key 3832741(Part) and Alt Key 1446597

4. The address(s) of the property: 3132 SR 46

5. Size of property in Acres: 19.97 Square Feet: _____

6. Current Zoning District: County Ag

7. Requested Zoning District: City PLI
 (Separate application required for change in zoning district)

8. Future Land Use Category : County Res Urban Low Density (4 du/ac)

9. Requested Future Land Use Category: City Public Lands and Institutions

10. Present use and structures on the property (list number of residential dwelling units):
Vacant Land

11. Building Size Existing: None Proposed: None

12. Surrounding Future Land Use, Zoning, and Existing Use by City/County (fill-in table):

Direction	City/County	FLU	Zoning	Existing Use(s)
North	City	LM	PUD	Res, Stormwater Pond, Niles Rd
South	City/Co	RL/RO	Ag/LM	SR 46 Land Fill, FDOT Pond, Vacant Land
East	County	RL	Ag	Vacant Land
West	City	LM	PUD	Vacant Land

(districts/categories may be abbreviated)

13. Present use and structures on the property (list number of residential dwelling units):
N/A

14. Proposed use of property: City Facilities and Uses
Niles Road extension

15. List the specific Comprehensive Plan Policy that allows proposed use: Future Land Use Element 4.g(10) PLI

16. State the reason for this request: Annexation

17. Describe changed condition justifying the amendment: Annexation

18. Describe whether and how the proposed amendment is consistent with the City of Mount Dora's Comprehensive Plan: This category may include public lands
owned by the City, County, State, Federal Government or school board.

19. Describe the extent to which the proposed amendment is compatible with existing land uses: SR 46 Frontage and Land Fill Operation to the South
Public uses to support adjacent developments

ATTACHMENT #1

20. Describe the extent to which the proposed amendment affects the capacities of public facilities and services: No impacts to public utilities and City services
21. Describe the extent of environmental impacts on the resources of proposed amendment: None
22. Describe the extent to which the proposed amendment will result in an orderly and logical development pattern: Located within City/County JPA

CERTIFICATION AND SIGNATURE

AFFIDAVIT

I, George Marek, being first duly sworn, depose and say that I apply for the request contained herein, and that all answers, information, sketches, data and other supplementary matter attached to or included herewith as part of this application, are accurate and true to the best on my knowledge and belief.

**George
Marek**

Digitally signed by George
Marek
Date: 2023.07.27
15:23:24 -04'00'

Signature of Applicant

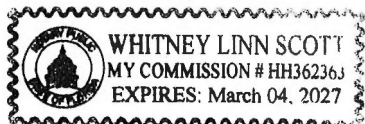
George Marek

Print or Type Name

STATE OF FLORIDA
COUNTY OF LAKE
CITY OF MOUNT DORA

The foregoing instrument was acknowledged before me this 27th day of July 2023 by George Marek who is personally known to me or who has produced as identification and who did not take an oath.

SEAL:



Whitney Linn Scott
Notary Public

Whitney Linn Scott
Print or Type Name

BOUNDARY & PARTIAL TOPOGRAPHIC SURVEY

LEGEND

ABBREVIATIONS:

ACAD	AUTOCAD	IRC	IRON ROD & CAP
A/C	AIR CONDITIONER PAD	KCV	IRRIGATION CONTROL VALVE
AKA	ALSO KNOWN AS	L	LENGTH
ALT	ALTERNATE	LAT	LATITUDE
ASPH.	ASPHALT	LONG	LONGITUDE
AVE	AVENUE	LB	LICENSED BUSINESS
B/C	BACK OF CURB	M.B.	MAP BOOK
BP	BEGIN PROJECT	(M)	MEASURED
BFP	BACKFLOW PREVENTER	N/D	NAIL & DISK
B/W	BARBED WIRE	N.T.S.	NOT TO SCALE
(C)	CALCULATED	ORB	OFFICIAL RECORDS BOOK
COR	CERTIFIED CORNER RECORD	O.P.U.S.	ONLINE POSITIONING USER SERVICE
CLF	CHAIN LINK FENCE	PG(S)	PAGE(S)
CB	CHORD BEARING	(P)	PLAT
CH	CHORD DISTANCE	PB	PLAT BOOK
CONC.	CONCRETE	POB	POINT OF BEGINNING
C/B	CONCRETE BLOCK	POC	POINT OF COMMENCEMENT
CM	CONCRETE MONUMENT	PI	POINT OF INTERSECTION
CMP	CORRUGATED METAL PIPE	PC	POINT OF CURVATURE
C.R.	COUNTY ROAD	PCC	POINT OF COMPOUND CURVE
DB	DEED BOOK	PRC	POINT OF REVERSE CURVE
Δ	DELTA OR CENTRAL ANGLE	PRM	PERMANENT REFERENCE MONUMENT
(D)	DESCRIBED	PT	POINT OF TANGENCY
DR	DRIVE	PSM	PROFESSIONAL SURVEYOR AND MAPPER
EOP	EDGE OF PAVEMENT	PVC	POLYVINYLCORLUIDE
EP	END PROJECT	R	RADIUS
F	FENCE LINE	RCP	REINFORCED CONCRETE PIPE
FND	FOUND	RR	RAILROAD
FFE	FINISHED FLOOR ELEVATION	RLS	REGISTERED LAND SURVEYOR
FLD	FIELD	R/W	RIGHT OF WAY
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	SB2	SCHEDULE B 2 ITEM
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	SEC	SECTION
FIRM	FLOOD INSURANCE RATE MAP	SQ. FT.	SQ. FEET
IDV	IDENTIFICATION	S.R.	STATE ROAD
INV	INVERT	STA	STATION
IP	IRON PIPE	(TYP.)	TYPICAL
IR	IRON ROD	W/	WITH

SYMBOLS:

	AIR RELEASE VALVE		MAILBOX
	BOLLARD		MONITORING WELL
	CATCH BASIN (INLET)		UTILITY POLE
	CATEGORY 5 CABLE JUNCTION		UTILITY POLE WITH LIGHT
	CENTERLINE		FOUND IRON ROD (AS NOTED)
	CLEAN OUT		FOUND NAIL AND DISC (AS NOTED)
	CONCRETE POWER POLE		RECLAIM WATER VALVE
	DELINEATOR		REUSE WATER METER
	ELECTRIC JUNCTION BOX		REUSE WATER VALVE
	ELECTRIC METER		SEWER MANHOLE
	ELECTRIC MARKER		SEWER VALVE
	FIRE HYDRANT		SET 5/8" IRON ROD & CAP (LB8348)
	FLAG POLE		SET 4" X4" CM (LB 8348)
	FIBER OPTIC BOX		SIGN
	FIBER OPTIC MARKER		SPRINKLER
	FOUND CONCRETE MONUMENT (AS NOTED)		STORM MANHOLE
	GAS METER		TELEPHONE JUNCTION BOX
	GAS MARKER (UNDERGROUND)		TREE TYPE AND SIZE (AT BREAST HEIGHT)
	GAS VALVE		TRANSMISSION POWER POLE
	GROUND LIGHT		WATER METER
	GUY WIRE		WATER VALVE
	IRRIGATION CONTROL VALVE		WATER MARKER
	LIGHT POLE OR POST		WELL

LINETYPES:

_____	CABLE TV UNDERGROUND	_____	STORM DRAIN LINE
_____	OVERHEAD UTILITY LINE	_____	TELEPHONE UNDERGROUND
_____	ELECTRIC UNDERGROUND	_____	WATER LINE
_____	FIBER OPTIC UNDERGROUND	_____	TOE OF SLOPE
_____	GAS LINE UNDERGROUND	_____	TOP OF BANK
_____	SANITARY SEWER LINE (SSL)	_____	RECLAIM WATER
_____	TRAFFIC SIGNAL WIRES	_____	FENCE LINE (TYPE AS NOTED)

PARENT PARCEL 116.1:

(TAKEN FROM OFFICIAL RECORDS BOOK 5190, PAGE 115)

THAT PART OF:

"A PARCEL OF LAND LYING WITHIN A PORTION OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, RUN THENCE NORTH 89°37'05" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 400.00 FEET; THENCE DEPARTING SAID SOUTH THENCE RUN SOUTH 00°21'26" EAST FOR A DISTANCE OF 1334.68 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, RUN THENCE EAST ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID SECTION 28, RUN THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 28 TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, RUN THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 TO THE POINT OF BEGINNING.

LESS:

FROM THE NORTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN SOUTH 495 FEET FOR A POINT OF BEGINNING ON THE EAST LINE OF SAID SECTION; THENCE RUN WEST 210 FEET; THENCE SOUTH 210 FEET; THENCE EAST 210 FEET TO A POINT ON THE EAST LINE OF SAID SECTION; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION FOR 210 FEET TO THE POINT OF BEGINNING."

(BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3152, PAGE 1315 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.)

LESS AND EXCEPT:

COMMENCE AT A 3 1/2" X 3" CONCRETE MONUMENT WITH A DRILL HOLE IN THE CENTER MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130, FP NO 238275-2; THENCE SOUTH 89°40'03" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 A DISTANCE OF 2639.92 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 28, SAID CORNER BEING LOCATED NORTH 00°01'01" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, 3.12 FEET FROM THE CENTERLINE OF SURVEY OF STATE ROAD 46 AT STATION 89+57.36 AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE NORTH 00°24'36" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 26.96 FEET TO A POINT ON THE EXISTING RIGHT OF WAY LINE OF STATE ROAD 46 AS SHOWN ON SAID RIGHT OF WAY MAP AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28, SOUTH 89°21'08" WEST ALONG SAID EXISTING RIGHT OF WAY LINE, 411.39 FEET TO A POINT LOCATED NORTH 00°22'21" EAST, 24.00 FEET FROM A NON-CURVE POINT OF INTERSECTION ON SAID CENTERLINE AT STATION 85+45.64; THENCE NORTH 89°27'11" WEST ALONG SAID EXISTING RIGHT OF WAY LINE, 627.32 FEET, THENCE, NORTH 00°32'49" EAST ALONG SAID EXISTING RIGHT OF WAY LINE, 11.49 FEET, THENCE SOUTH 88°49'40" WEST ALONG SAID EXISTING RIGHT OF WAY LINE, 22.25 FEET TO A POINT ON THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3152, PAGE 1315 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID EXISTING RIGHT OF WAY LINE, NORTH 00°25'28" WEST ALONG SAID WEST LINE, 99.76 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 89°43'19" EAST, 111.95 FEET; THENCE NORTH 17°14'33" EAST, 85.24 FEET; THENCE SOUTH 89°43'19" EAST, 62.73 FEET; THENCE NORTH 17°14'33" EAST, 241.53 FEET; THENCE NORTH 33°30'10" EAST, 209.11 FEET; THENCE SOUTH 64°11'39" EAST, 308.08 FEET; THENCE SOUTH 20°05'24" WEST, 121.02 FEET; THENCE SOUTH 04°59'21" WEST, 226.02 FEET TO A POINT OFFSET 153.00 FEET LEFT OF SAID CENTERLINE AT STATION 84+97.26; THENCE SOUTH 89°27'11" EAST ALONG A LINE 153.00 NORTH OF AND PARALLEL TO SAID CENTERLINE, 47.92 FEET TO A POINT LOCATED NORTH 00°22'21" EAST, 153.0 FEET FROM SAID NON-CURVE POINT OF INTERSECTION ON SAID CENTERLINE AT STATION 85+45.64; THENCE SOUTH 89°48'08" EAST ALONG A LINE 153.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE, 279.11 FEET; THENCE DEPARTING SAID PARALLEL LINE NORTH 87°56'31" EAST, 130.58 FEET TO A POINT ON SAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 28; THENCE SOUTH 00°24'36" EAST ALONG SAID EAST, 128.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.743 ACRES, MORE OR LESS.

PARENT PARCEL 124:

(TAKEN FROM OFFICIAL RECORDS BOOK 5190, PAGE 118)

ALL OF:

"FROM THE NORTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN SOUTH 495 FEET FOR A POINT OF BEGINNING ON THE EAST LINE OF SAID SECTION; THENCE RUN WEST 210 FEET; THENCE SOUTH 210 FEET; THENCE EAST 210 FEET TO A POINT ON THE EAST LINE OF SAID SECTION; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION FOR 210 FEET TO THE POINT OF BEGINNING, TOGETHER WITH THE HOME THEREON AND EXISTING FURNITURE AND FIXTURES THEREIN."

(BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 253, PAGE 585, OF THE PUBLIC RECORDS OF LAKE COUNY, FLORIDA.)

FDOT SURPLUS PARCEL

(PREPARED BY THIS FIRM BASED ON INSTRUCTIONS FROM CLIENT)

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

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE RUN, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 THE FOLLOWING THREE (3) COURSES, (1) NORTH 00°24'36" WEST FOR A DISTANCE OF 155.10 FEET TO THE POINT OF INTERSECTION WITH NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 46 AS DESCRIBED IN OFFICIAL RECORDS BOOK 4861, PAGE 2140, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND AS DEPICTED ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130-FP NO. 238275-2; (2) NORTH 00°24'36" WEST FOR A DISTANCE OF 469.14 FEET FOR THE POINT OF BEGINNING; (3) NORTH 00°24'36" WEST FOR A DISTANCE OF 705.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 SAID SECTION 28; FROM SAID CORNER, DEPARTING SAID EAST LINE, RUN THENCE NORTH 89°41'07" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 FOR A DISTANCE OF 25.00 FEET TO THE SOUTHEAST CORNER OF WOLF CREEK RIDGE PHASE 1, A SUBDIVISION IN THE CITY OF MOUNT DORA, FLORIDA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 77 THROUGH 82, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE CONTINUE NORTH 89°41'07" WEST ALONG THE SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, ALSO BEING THE SOUTH LINE OF SAID WOLF CREEK RIDGE PHASE 1 AND IT'S WESTERLY EXTENSION THEREOF FOR A DISTANCE OF 1036.09 FEET TO THE NORTHWEST CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5190, PAGE 115, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°25'28" EAST ALONG THE WEST LINE OF SAID PROPERTY FOR A DISTANCE OF 133.56 FEET TO A POINT ON THE FIELD LOCATED 81.9 FEET, BASE FLOOD ELEVATION CONTOUR LINE AS DETERMINED BY THE FEMA MAP NUMBER 12069C0390E, EFFECTIVE DATE: DECEMBER 18, 2012; THENCE RUN ALONG SAID 81.9 FEET CONTOUR LINE THE FOLLOWING (28) TWENTY-EIGHT COURSES: (1) SOUTH 37°01'54" EAST FOR A DISTANCE OF 92.89 FEET; (2) SOUTH 51°00'26" EAST FOR A DISTANCE OF 75.44 FEET; (3) SOUTH 45°09'46" EAST FOR A DISTANCE OF 56.32 FEET; (4) SOUTH 71°47'44" EAST FOR A DISTANCE OF 43.93 FEET; (5) NORTH 70°13'26" EAST FOR A DISTANCE OF 42.95 FEET; (6) NORTH 26°51'31" EAST FOR A DISTANCE OF 36.02 FEET; (7) NORTH 14°10'20" EAST FOR A DISTANCE OF 117.63 FEET; (8) THENCE RUN NORTH 36°01'02" EAST FOR A DISTANCE OF 34.37 FEET; (9) NORTH 84°50'39" EAST FOR A DISTANCE OF 53.27 FEET; (10) NORTH 74°09'09" EAST FOR A DISTANCE OF 45.30 FEET; (11) SOUTH 82°32'23" EAST FOR A DISTANCE OF 101.45 FEET; (12) SOUTH 70°17'12" EAST FOR A DISTANCE OF 49.50 FEET; (13) SOUTH 47°38'24" EAST FOR A DISTANCE OF 36.82 FEET; (14) SOUTH 15°02'29" EAST FOR A DISTANCE OF 146.43 FEET; (15) SOUTH 19°23'21" EAST FOR A DISTANCE OF 86.71 FEET; (16) SOUTH 24°55'14" EAST FOR A DISTANCE OF 33.64 FEET; (17) SOUTH 46°21'14" EAST FOR A DISTANCE OF 39.50 FEET; (18) SOUTH 73°56'34" EAST FOR A DISTANCE OF 38.26 FEET; (19) NORTH 75°28'30" EAST FOR A DISTANCE OF 31.02 FEET; (20) NORTH 53°01'51" EAST FOR A DISTANCE OF 102.48 FEET; (21) NORTH 78°24'33" EAST FOR A DISTANCE OF 40.42 FEET; (22) SOUTH 70°27'49" EAST FOR A DISTANCE OF 52.41 FEET; (23) SOUTH 28°34'57" EAST FOR A DISTANCE OF 36.31 FEET; (24) SOUTH 09°18'41" EAST FOR A DISTANCE OF 49.66 FEET; (25) SOUTH 01°47'29" WEST FOR A DISTANCE OF 84.86 FEET; (26) SOUTH 28°36'03" EAST FOR A DISTANCE OF 47.44 FEET; (27) SOUTH 41°43'20" EAST FOR A DISTANCE OF 57.71 FEET; (28) SOUTH 52°18'28" EAST FOR A DISTANCE OF 76.48 FEET; TO THE POINT OF BEGINNING.

GENERAL NOTES:

- THE SURVEY MAP (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- THE PURPOSE OF THIS SURVEY WAS TO RECOVER MONUMENTS AND PREPARE A BOUNDARY AND PARTIAL TOPOGRAPHIC SURVEY FOR AN FDOT SURPLUS LAND TRANSFER TO THE CITY OF MOUNT DORA. SURVEY WAS ORDERED BY GEORGE MAREK/ACTING CITY ENGINEER AND PER INSTRUCTIONS THE SOUTHERLY BOUNDARY OF THE NEW SURPLUS PARCEL IS THE 81.9 BASE FLOOD ELEVATION PER FEMA MAP 12069C0390 E WITH AN EFFECTIVE DATE OF 12/18/2012.NOTE: PARTIAL TOPOGRAPHIC SURVEY IS OF THE 81.9 CONTOUR LINE ONLY AND THIS IS NOT A FULL TOPOGRAPHIC SURVEY FOR CIVIL DESIGN.
- CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.
- BEARINGS SHOWN HEREON ARE FLORIDA STATE PLANE COORDINATE EAST ZONE BASED ON LENGEMANN L-NET GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) NETWORK, THAT IS CERTIFIED BY WANTMAN GROUP, INCORPORATED, AND IS BASED ON NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT.
- THE POSITION OF SAID ADJOINING PROPERTIES IS APPROXIMATE. RECORDING DATA FOR ADJOINING PROPERTIES IS BASED ON INFORMATION PROVIDED BY A SEARCH OF PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- THE DESCRIPTION FOR SURPLUS LAND TRANSFER WAS WITTEN BY THIS COMPANY AND COPIES OF THE ORIGINAL DEEDS WERE OBTAINED FROM THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE AND THEREFORE IS SUBJECT TO CHANGE DUE TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS FIRM.
- UNDERGROUND IMPROVEMENTS SUCH AS UTILITIES, FOUNDATIONS, ETC. WERE NOT LOCATED, EXCEPT WHAT IS SHOWN HEREON.
- LANDS SHOWN HEREON LIE IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% CHANCE FLOODPLAIN) AND ZONE AE (AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL FLOOD CHANCE, HAVING AN ESTABLISHED BASE FLOOD ELEVATION DETERMINED) ACCORDING TO FLOOD INSURANCE RATE MAP: 12069C0390E AND EFFECTIVE DATE: DECEMBER 18, 2012.
- THIS SURVEY HAS BEEN PREPARED UNDER THE DIRECTION AND SUPERVISION OF THE UNDERSIGNED BELOW IN ACCORDANCE WITH THE ADOPTED "STANDARDS OF PRACTICE" FOR LAND SURVEYING AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.
- SYMBOLS SHOWN HEREON ARE NOT TO SCALE AND ARE FOR INFORMATIONAL PURPOSES ONLY.
- ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC SURVEY BENCHMARK "E75." A LAKE COUNTY BENCHMARK AND HAVING AN ELEVATION OF 135.96', NORTH AMERICAN VERTICAL DATUM OF 1988 (NAV/D88.)
- DATE OF FIELD WORK IS REFLECTED IN TITLE BLOCK, NOT THE DATE OF SIGNATURE.
- THIS COMPANY ACCEPTS NO RESPONSIBILITY FOR THE MARKETABLE STATUS OF THIS PROPERTY. THIS PROPERTY IS SUBJECT TO ANY AND/OR ALL CITY, COUNTY, STATE AND FEDERAL PLANNING AND ZONING REGULATIONS.
- THE SCOPE OF THE SURVEY DOES NOT ADDRESS ENVIRONMENTAL MATTERS, JURISDICTIONAL BOUNDARIES OR HAZARDOUS WASTES CONCERNS SHOULD ANY OF THE FOREGOING EXIST.
- OWNERSHIP OF FENCES SHOWN HEREON, WAS NOT DETERMINED BY THIS SURVEY. SAID FENCES WERE LOCATED ONLY WHERE DIMENSIONED AND MAY NOT RUN STRAIGHT.
- SURVEY DATE: 06/24/2021.

CERTIFIED TO:
CITY OF MOUNT DORA

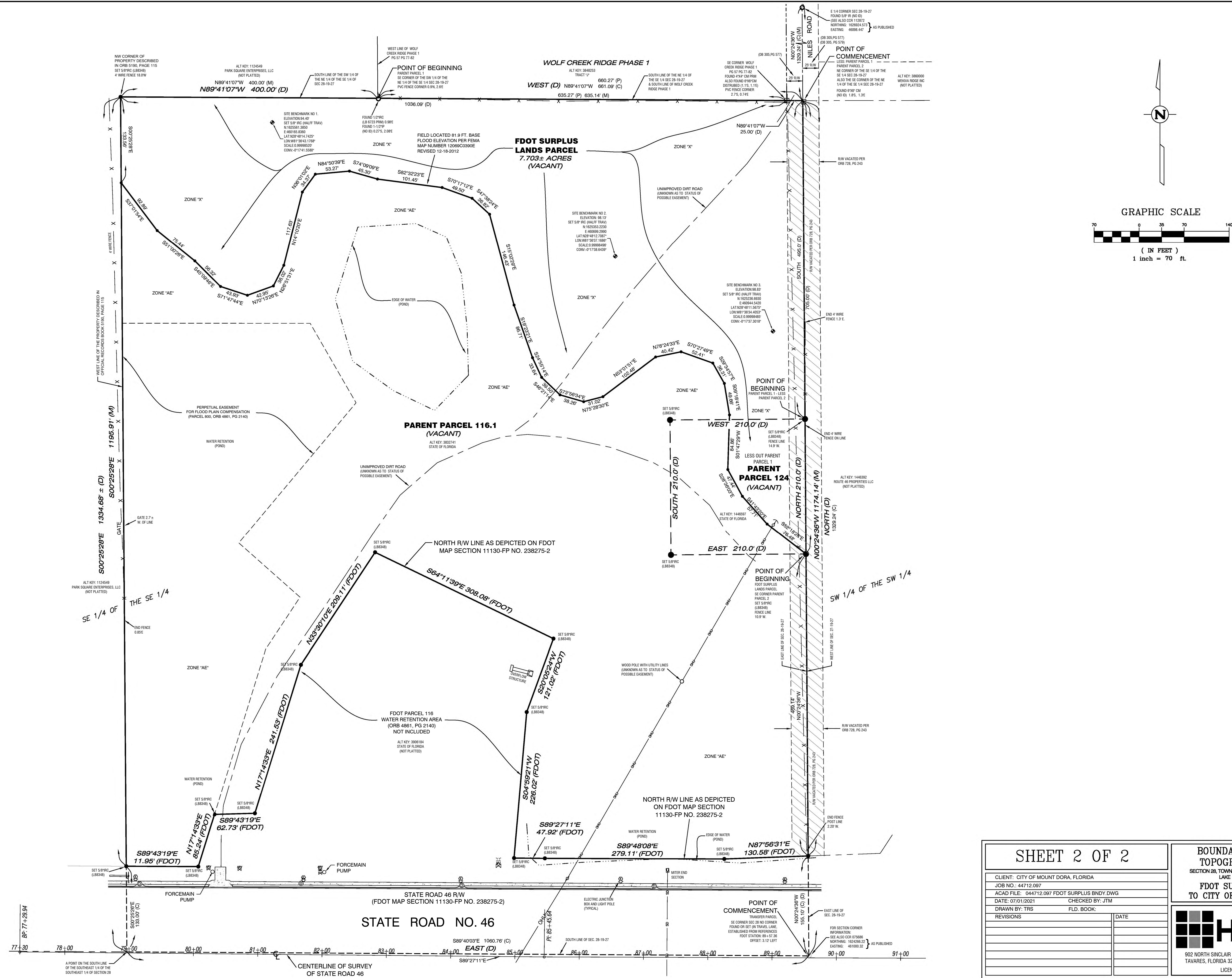


SHEET 1 OF 2

CLIENT: CITY OF MOUNT DORA, FLORIDA	
JOB NO.: 44712097	
ACAD FILE: 044712097 FDOT SURPLUS BNDY.DWG	
DATE: 07/01/2021	CHECKED BY: JTM
DRAWN BY: TRS	FLD. BOOK:
REVISIONS	DATE

BOUNDARY & PARTIAL
TOPOGRPHIC SURVEY
SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST
LAKE COUNTY, FLORIDA
FDOT SURPLUS LANDS
TO CITY OF MOUNT DORA, FL





SHEET 2 OF 2

CLIENT: CITY OF MOUNT DORA, FLORIDA	
JOB NO.: 44712.097	
ACAD FILE: 044712.097 FDOT SURPLUS BNDY.DWG	
DATE: 07/01/2021	CHECKED BY: JTM
DRAWN BY: TRS	FLD. BOOK:
REVISIONS	DATE

BOUNDARY & PARTIAL
TOPOGRAPHIC SURVEY
SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST
LAKE COUNTY, FLORIDA
FDOT SURPLUS LANDS
TO CITY OF MOUNT DORA, FL

902 NORTH SINCLAIR AVE.
TAVARES, FLORIDA 32778
OFFICE: 352.343.8481
FAX: 352.343.8495
LICENSED BUSINESS #8348

September 7, 2023 City Council Regular Session Agenda Packet

Page 190 of 272

August 16, 2022

This instrument prepared by

Robin D. Derr

Under the direction of

DANIEL L. MCDERMOTT, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

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

SECTION 11130

F.P. NO. 238275-2

STATE ROAD 46

COUNTY LAKE

P.M. No. 6632 & 7326

QUITCLAIM DEED

Public Purpose

THIS INDENTURE, Made this 26 day of October, 2022, by and between the STATE OF FLORIDA by and through the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, Party of the First Part, whose address is 719 South Woodland Blvd., DeLand, FL 32720, to the CITY OF MOUNT DORA, a municipality of the State of Florida, Party of the Second Part, 510 N. Baker Street, Mount Dora, FL 32757.

WITNESSETH

WHEREAS, said land hereinafter described was heretofore acquired for state highway purposes; and

WHEREAS, said land is no longer required for such purposes, and the Party of the First Part, by action of the District Secretary, District Five, Florida Department of Transportation on 10/21/2022, pursuant to the provisions of Section 337.25 Florida Statutes, has agreed to quitclaim the land hereinafter described to the Party of the Second Part without consideration, to be used solely for public purposes.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Party of the First Part does hereby remise, release and quitclaim unto the Party of the Second Part, and assigns, forever, all the right, title and interest of the State of Florida Department of Transportation to the property herein described to be used solely for public purposes, pursuant to the provisions of Section 337.25, Florida Statutes, all that certain land situate in Lake County, Florida, viz:

(SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF)

SUBJECT to all Utilities in place and in use to the maintenance thereof and all other

PARCEL NO. 116, Part B and 124, Part A
 SECTION 11130
 F.P. NO. 238275-2
 PAGE 2

liens and encumbrances on said land, recorded or unrecorded.

TO HAVE AND TO HOLD, the said premises and the appurtenances thereof unto the Party of the Second Part.

REVERTER - The property herein described is to be used for public purpose. If the property ceases to be used for public purpose all property rights shall revert back to the said Party of the First Part.

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these presents to be signed in the name of the State of Florida Department of Transportation by its District Secretary, District Five and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

ATTEST

Sharon A. Liehr
Sharon A. Liehr
 (type/print name)

Executive Secretary

(Affix Department Seal)

STATE OF FLORIDA

COUNTY OF VOLUSIA

STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION

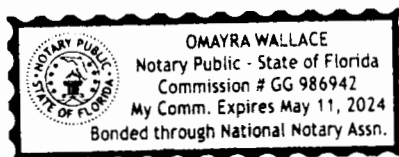
By:

John E. Tyler, P.E.
 District Five Secretary

Legal Review

Office of General Counsel

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26 day of October, 2022, John E. Tyler, P.E., District Secretary for District Five, who is personally known to me, or who has produced _____ as identification.



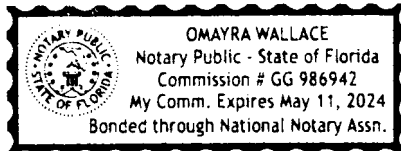
Omayra Wallace
Omayra Wallace
 (type/print name)
 Notary Public in and for the
 County and State last aforesaid.

ATTACHMENT #1

PARCEL NO. 116,Part B and 124,Part A
SECTION 11130
F.P. NO. 238275-2
PAGE 3

(Affix Notary Seal)

My Commission Expires:_____



PARCEL NO. 116,Part B and 124,Part A
SECTION 11130
F.P. NO. 238275-2
PAGE 4

EXHIBIT A

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

SECTION 11130

F.P. NO. 238275-2

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

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE RUN, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 THE FOLLOWING THREE (3) COURSES, (1) NORTH 00°24'36" WEST FOR A DISTANCE OF 155.10 FEET TO THE POINT OF INTERSECTION WITH NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 46 AS DESCRIBED IN OFFICIAL RECORDS BOOK 4861, PAGE 2140, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND AS DEPICTED ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130-FP NO. 238275-2; (2) NORTH 00°24'36" WEST FOR A DISTANCE OF 469.14 FEET FOR THE POINT OF BEGINNING; (3) NORTH 00°24'36" WEST FOR A DISTANCE OF 705.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 SAID SECTION 28; FROM SAID CORNER, DEPARTING SAID EAST LINE, RUN THENCE NORTH 89°41'07" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 FOR A DISTANCE OF 25.00 FEET TO THE SOUTHEAST CORNER OF WOLF CREEK RIDGE PHASE 1, A SUBDIVISION IN THE CITY OF MOUNT DORA, FLORIDA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 77 THROUGH 82, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE CONTINUE NORTH 89°41'07" WEST ALONG THE SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, ALSO BEING THE SOUTH LINE OF SAID WOLF CREEK RIDGE PHASE 1 AND IT'S WESTERLY EXTENSION THEREOF FOR A DISTANCE OF 1036.09 FEET TO THE NORTHWEST CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5190, PAGE 115, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°25'28" EAST ALONG THE WEST LINE OF SAID PROPERTY FOR A DISTANCE OF 133.56 FEET TO A POINT ON THE FIELD LOCATED 81.9 FEET, BASE FLOOD ELEVATION CONTOUR LINE AS DETERMINED BY THE FEMA MAP NUMBER 12069C0390E, EFFECTIVE DATE: DECEMBER 18, 2012; THENCE RUN ALONG SAID 81.9 FEET CONTOUR LINE THE

ATTACHMENT #1

PARCEL NO. 116,Part B and 124,Part A
SECTION 11130
F.P. NO. 238275-2
PAGE 5

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

CONTAINING 7.703 ACRES, MORE OR LESS

RESOLUTION NO. 2022-60

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

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

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

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

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

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

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

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

Resolution No. 2022-60

1 of 4

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

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

SECTION 4. Savings Clause. All prior actions of the City pertaining to acceptance and use of the real property described in **Exhibit "A"** attached hereto, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

SECTION 8. Directions to City Clerk. The City Clerk is hereby directed to forward a certified copy of the Resolution to the State of Florida Department of Transportation at 719 South Woodland Boulevard, DeLand, Florida 32720-6834.

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

Signatures on following page

PASSED AND ADOPTED this 20 day of September, 2022.



CRISSY STILE

Mayor of the City of Mount Dora, Florida

ATTEST:

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

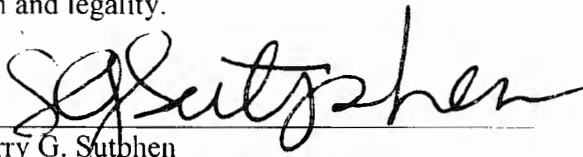

Jessica Burnham
City Clerk
Sherry G. Sutphen
City Attorney

EXHIBIT "A"

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

SECTION 11130

F.P. NO. 238275-2

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

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE RUN, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 THE FOLLOWING THREE (3) COURSES, (1) NORTH 00°24'36" WEST FOR A DISTANCE OF 155.10 FEET TO THE POINT OF INTERSECTION WITH NORTHERLY RIGHT OF WAY LINE OF STATE

Resolution No. 2022-60

3 of 4

ROAD NO. 46 AS DESCRIBED IN OFFICIAL RECORDS BOOK 4861, PAGE 2140, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND AS DEPICTED ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130-FP NO. 238275-2; (2) NORTH 00°24'36" WEST FOR A DISTANCE OF 469.14 FEET FOR THE POINT OF BEGINNING; (3) NORTH 00°24'36" WEST FOR A DISTANCE OF 705.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 SAID SECTION 28; FROM SAID CORNER, DEPARTING SAID EAST LINE, RUN THENCE NORTH 89°41'07" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 FOR A DISTANCE OF 25.00 FEET TO THE SOUTHEAST CORNER OF WOLF CREEK RIDGE PHASE 1, A SUBDIVISION IN THE CITY OF MOUNT DORA, FLORIDA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 77 THROUGH 82, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE CONTINUE NORTH 89°41'07" WEST ALONG THE SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, ALSO BEING THE SOUTH LINE OF SAID WOLF CREEK RIDGE PHASE 1 AND IT'S WESTERLY EXTENSION THEREOF FOR A DISTANCE OF 1036.09 FEET TO THE NORTHWEST CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5190, PAGE 115, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°25'28" EAST ALONG THE WEST LINE OF SAID PROPERTY FOR A DISTANCE OF 133.56 FEET TO A POINT ON THE FIELD LOCATED 81.9 FEET, BASE FLOOD ELEVATION CONTOUR LINE AS DETERMINED BY THE FEMA MAP NUMBER 12069C0390E, EFFECTIVE DATE: DECEMBER 18, 2012; THENCE RUN ALONG SAID 81.9 FEET CONTOUR LINE THE FOLLOWING (28) TWENTY-EIGHT COURSES; (1) SOUTH 37°01'54" EAST FOR A DISTANCE OF 92.89 FEET; (2) SOUTH 51°00'26" EAST FOR A DISTANCE OF 75.44 FEET; (3) SOUTH 45°09'46" EAST FOR A DISTANCE OF 56.32 FEET; (4) SOUTH 71°47'44" EAST FOR A DISTANCE OF 43.93 FEET; (5) NORTH 70°13'26" EAST FOR A DISTANCE OF 42.95 FEET; (6) NORTH 26°51'31" EAST FOR A DISTANCE OF 36.02 FEET; (7) NORTH 14°10'20" EAST FOR A DISTANCE OF 117.63 FEET; (8) THENCE RUN NORTH 36°01'02" EAST FOR A DISTANCE OF 34.37 FEET; (9) NORTH 84°50'39" EAST FOR A DISTANCE OF 53.27 FEET; (10) NORTH 74°09'09" EAST FOR A DISTANCE OF 45.30 FEET; (11) SOUTH 82°32'23" EAST FOR A DISTANCE OF 101.45 FEET; (12) SOUTH 70°17'12" EAST FOR A DISTANCE OF 49.50 FEET; (13) SOUTH 47°38'24" EAST FOR A DISTANCE OF 36.82 FEET; (14) SOUTH 15°02'29" EAST FOR A DISTANCE OF 146.43 FEET; (15) SOUTH 19°23'21" EAST FOR A DISTANCE OF 86.71 FEET; (16) SOUTH 24°55'14" EAST FOR A DISTANCE OF 33.64 FEET; (17) SOUTH 46°21'14" EAST FOR A DISTANCE OF 39.50 FEET; (18) SOUTH 73°56'34" EAST FOR A DISTANCE OF 38.26 FEET; (19) NORTH 75°28'30" EAST FOR A DISTANCE OF 31.02 FEET; (20) NORTH 53°01'51" EAST FOR A DISTANCE OF 102.48 FEET; (21) NORTH 78°24'33" EAST FOR A DISTANCE OF 40.42 FEET; (22) SOUTH 70°27'49" EAST FOR A DISTANCE OF 52.41 FEET; (23) SOUTH 29°34'57" EAST FOR A DISTANCE OF 36.31 FEET; (24) SOUTH 09°18'41" EAST FOR A DISTANCE OF 49.66 FEET; (25) SOUTH 01°47'29" WEST FOR A DISTANCE OF 84.86 FEET; (26) SOUTH 28°36'03" EAST FOR A

Resolution No. 2022-60

4 of 4

DISTANCE OF 47.44 FEET; (27) SOUTH 41°43'20" EAST FOR A DISTANCE OF 57.71 FEET; (28) SOUTH 52°18'28" EAST FOR A DISTANCE OF 76.48 FEET; TO THE POINT OF BEGINNING.

CONTAINING 7.703 ACRES, MORE OR LESS

Resolution No. 2022-60

5 of 4

August 16, 2022
This instrument prepared by
Robin D. Derr
Under the direction of
DANIEL L. MCDERMOTT, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 116, Part C and 124, Part B
SECTION 11130
F.P. NO. 238275-2
STATE ROAD 46
COUNTY LAKE
P.M. No. 6632 & 7326

QUITCLAIM DEED
Public Purpose

THIS INDENTURE, Made this 26 day of October, 2022, by and between the STATE OF FLORIDA by and through the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, Party of the First Part, whose address is 719 South Woodland Blvd., DeLand, FL 32720, to the CITY OF MOUNT DORA, a municipality of the State of Florida, Party of the Second Part, 510 N. Baker Street, Mount Dora, FL 32757.

WITNESSETH

WHEREAS, said land hereinafter described was heretofore acquired for state highway purposes; and

WHEREAS, said land is no longer required for such purposes, and the Party of the First Part, by action of the District Secretary, District Five, Florida Department of Transportation on 10/21/2022, pursuant to the provisions of Section 337.25 Florida Statutes, has agreed to quitclaim the land hereinafter described to the Party of the Second Part without consideration, to be used solely for public purposes.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Party of the First Part does hereby remise, release and quitclaim unto the Party of the Second Part, and assigns, forever, all the right, title and interest of the State of Florida Department of Transportation to the property herein described to be used solely for public purposes, pursuant to the provisions of Section 337.25, Florida Statutes, all that certain land situate in Lake County, Florida, viz:

(SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF)

SUBJECT to all Utilities in place and in use to the maintenance thereof and all other

PARCEL NO. 116,Part C and 124,Part B
SECTION 11130
F.P. NO. 238275-2
PAGE 2

liens and encumbrances on said land, recorded or unrecorded.

RESERVING unto the Party of the First Part, the State of Florida, Department of Transportation, a permanent, perpetual drainage easement in, over, under and through the property described in Exhibit "A" for the storm water drainage needs of the State of Florida, Department of Transportation associated with State Road 46, located in Lake County, Florida. Additionally, and not by way of limitation, Party of the First Part reserves storm water drainage capacity in said lands to satisfy all capacity and permit conditions associated with any and all future improvement of State Road 46 that may occur in the future. Party of the Second Part, the City of Mount Dora, shall be perpetually and solely responsible for the maintenance of the drainage system and property associated therewith. In the event the City of Mount Dora fails to repair, maintain, replace or reconstruct said drainage system or any damage arising out of or associated with the use of the drainage system, the State of Florida, Department of Transportation shall be entitled to perform the maintenance, repairs, replacement or reconstruction of the drainage systems and water retention areas at the expense of the Mount Dora.

TO HAVE AND TO HOLD, the said premises and the appurtenances thereof unto the Party of the Second Part.

REVERTER - The property herein described is to be used for public purpose. If the property ceases to be used for public purpose all property rights shall revert back to the said Party of the First Part.

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these presents to be signed in the name of the State of Florida Department of Transportation by its District Secretary, District Five and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

ATTEST:

Sharon A. Liehr
(type/print name)
Executive Secretary

(Affix Department Seal)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:

John E. Tyler
District Five Secretary

Legal Review

ATTACHMENT #1

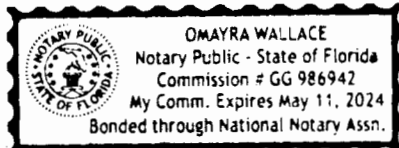
PARCEL NO. 116,Part C and 124,Part B
SECTION 11130
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PAGE 3

Office of General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 26 day of October, 2022,
John E. Tyler, District Secretary for District Five, who is
personally known to me, or who has produced _____ as
identification.



(Affix Notary Seal)

Omayra Wallace
Omayra Wallace
(type/print name)
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____

PARCEL NO. 116,Part C and 124,Part B
SECTION 11130
F.P. NO. 238275-2
PAGE 4

EXHIBIT A

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

SECTION 11130

F.P. NO. 238275-2

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

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE RUN NORTH 00°24'36" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 155.10 FEET TO THE POINT OF INTERSECTION WITH NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 46 AS DESCRIBED IN OFFICIAL RECORDS BOOK 4861, PAGE 2140, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND AS DEPICTED ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130-FP NO. 238275-2 AND THE POINT OF BEGINNING; THENCE RUN, ALONG THE SAID NORTHERLY RIGHT OF WAY LINE AND NORTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 4861, PAGE 2140 THE FOLLOWING SIX (6) COURSES, (1) SOUTH 87°56'31" WEST FOR A DISTANCE OF 130.58 FEET; (2) NORTH 89°48'08" WEST FOR A DISTANCE OF 279.11 FEET; (3) NORTH 89°27'11" WEST FOR A DISTANCE 47.92 FEET; (4) NORTH 04°59'21" EAST FOR A DISTANCE OF 226.02 FEET; (5) NORTH 20°05'24" EAST FOR A DISTANCE OF 121.02 FEET; (6) NORTH 64°11'39" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE AND NORTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 4861, PAGE 2140 AND ITS NORTHWESTERLY EXTENSION, FOR A DISTANCE OF 368.62 FEET; THENCE S33°28'37"W FOR A DISTANCE OF 112.87 FEET TO A POINT ON THE EASTERLY LEG OF THAT CERTAIN PERPETUAL EASEMENT IDENTIFIED AS PARCEL 800 AS DEPICTED ON SAID STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130-FP NO. 238275-2 AND RECORDED IN OFFICIAL RECORDS BOOK 4861, PAGE OF 2140 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY AND NORTHERLY LINE OF SAID PARCEL 800 AND EASTERLY AND NORTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 4861, PAGE 2140 THE FOLLOWING FOUR (4) COURSES, (1) NORTH 48°27'47" WEST FOR A DISTANCE OF 127.26 FEET; (2) NORTH

ATTACHMENT #1

PARCEL NO. 116,Part C and 124,Part B
SECTION 11130
F.P. NO. 238275-2
PAGE 5

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

CONTAINING 12.27 ACRES, MORE OR LESS

RESOLUTION NO. 2022-61

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

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

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

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

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

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

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

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

Resolution No. 2022-61

1 of 4

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

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

SECTION 4. Savings Clause. All prior actions of the City pertaining to acceptance and use of the real property described in **Exhibit "A"** attached hereto, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

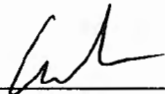
SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Directions to City Clerk. The City Clerk is hereby directed to forward a certified copy of the Resolution to the State of Florida Department of Transportation at 719 South Woodland Boulevard, DeLand, Florida 32720-6834.

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

Signatures on the following page.

PASSED AND ADOPTED this 20 day of September, 2022.



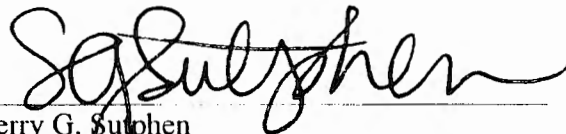
CRISSY STILE
Mayor of the City of Mount Dora, Florida

ATTEST:

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



Jessica Burnham
City Clerk



Sherry G. Sulphen
City Attorney

EXHIBIT "A"

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

SECTION 11130

F.P. NO. 238275-2

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

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE RUN NORTH 00°24'36" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 155.10 FEET TO THE POINT OF INTERSECTION WITH NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 46 AS DESCRIBED IN OFFICIAL RECORDS BOOK 4861, PAGE 2140, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND AS DEPICTED ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130-FP NO. 238275-2 AND THE POINT OF BEGINNING; THENCE RUN, ALONG THE SAID NORTHERLY RIGHT OF WAY LINE AND NORTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 4861, PAGE 2140 THE FOLLOWING SIX (6) COURSES, (1) SOUTH 87°56'31" WEST FOR A

Resolution No. 2022-61

3 of 4

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Resolution No. 2022-61

4 of 4

ATTACHMENT #1

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CONTAINING 12.27 ACRES, MORE OR LESS

Resolution No. 2022-61

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ATTACHMENT #2
NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2023-14
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2023-14. The final public hearing on the ordinance will be held on Thursday, September 7, 2023 at 6:00 p.m., or as soon thereafter as possible at Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2023-14 is as follows:

ORDINANCE NO: 2023-14

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THAT PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF SR 46 AT NILES ROAD AND THE CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act ("ADA") and Florida Statutes, Section 286.26, persons with disabilities needing a reasonable accommodation to participate in a public hearing or meeting should contact the City of Mount Dora's ADA Coordinator at least 48 hours prior to the proceeding. The ADA Coordinator may be contacted by phone at 352-735-7126, ext. 1111, or by email at clerk@cityofmoundora.com.

If hearing impaired, telephone the Florida Relay Service numbers (800) 955-8771 (TDD) or (800) 955- 8770 (Voice) for assistance.

Page 2

The City of Mount Dora Local Planning Agency (Planning and Zoning Commission) will conduct a public hearing to consider this ordinance on **Wednesday, August 16, 2023 at 10:00 a.m.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

The City Council of the City of Mount Dora, Florida will conduct public hearings to consider the adoption of Ordinance No. 2023-14 on **Thursday, September 7, 2023.** The meeting will be held at City Hall, 510 North Baker Street, Mount Dora, Florida and will begin at 6:00 p.m., or as soon thereafter as possible

Interested parties may appear at the meeting and be heard with respect to the proposed comprehensive plan amendment.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 North Baker Street, Mount Dora, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Notice: If any person decides to appeal any decision made at this meeting with respect to any matter considered at this meeting such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made, which records include the testimony and evidence upon which the appeal is to be based.

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For Questions or Comments, please email staff at planningcomments@cityofmounddora.com.

Title in 18 point

2 column, 10.5 inch; Non-legal

Publish: August 4, 2023

ORDINANCE NO: 2023-14

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THAT PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF SR 46 AT NILES ROAD AND THE CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora is committed to planning and managing for future growth and redevelopment of property located within the City limits; and

WHEREAS, the Florida Statutes, Section 163.3167 empowers the City of Mount Dora to adopt and amend the City of Mount Dora Comprehensive Plan 2045; and

WHEREAS, pursuant to Florida Statutes, Section 163.3187, the City of Mount (Property Owner) submitted an application requesting a change in Future Land Use designation and amendment to the Future Land Use Map of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045 pertaining to that property located on the north side of SR 46 at Niles Road, as depicted in **Exhibit "A"** attached hereto (Property); and

WHEREAS, the proposed Comprehensive Plan Amendment qualifies as small-scale development amendment because the Property is not more than fifty acres in size, the proposed amendment does not involve a text change to the goals, policies and objectives of the City and only proposes a land use change to the City's Future Land Use Map and,

WHEREAS, the Property is not located within an area of critical state concern; and

WHEREAS, in accordance with applicable law, notice of the proposed Comprehensive Plan amendment was provided to Lake County and to the public by way of publication in a newspaper of general circulation in the City; and

WHEREAS, on August 16, 2023, the City of Mount Dora Planning and Zoning Commission approved the proposed amendment to the Future Land Use Map of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045 pertaining to the Property; and

WHEREAS, Florida Statutes, Section 163.3187(2) requires that the City conduct only one public hearing for Small-Scale Future Land Use Map Amendments; and

WHEREAS, after conducting a public hearing, the City of Mount Dora finds that the proposed amendment to the Future Land Use Map of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045 pertaining to the Property serves a legitimate public purpose and is in the best interest of the health, safety and welfare of the citizens of the City of Mount Dora, Florida.

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

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City of Mount Dora has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP.

A. The Future Land Use designation of City Public Lands and Institutions is hereby assigned to that Property located on the north side of SR 46 at Niles Road, identified by a portion of Tax Parcel ID # 28-19-27-0004-000-05400, Alt. Key # 3832741 and Tax Parcel ID # 28-19-27-0004-000-02302, Alt. Key # 1446597 and more particularly described as:

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

SECTION 11130

F.P. NO. 238275-2

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

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE RUN, ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 28 THE FOLLOWING THREE (3) COURSES, (1) NORTH 00°24'36" WEST FOR A DISTANCE OF 155.10 FEET TO THE POINT OF INTERSECTION WITH NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 46 AS DESCRIBED IN OFFICIAL RECORDS BOOK 4861, PAGE 2140, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND AS DEPICTED ON STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130-FP NO. 238275-2; (2) NORTH 00°24'36" WEST FOR A DISTANCE OF 469.14 FEET FOR THE POINT OF BEGINNING; (3) NORTH 00°24'36" WEST FOR A DISTANCE OF 705.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 SAID SECTION 28; FROM SAID CORNER, DEPARTING SAID EAST LINE, RUN THENCE NORTH 89°41'07" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 FOR A DISTANCE OF 25.00 FEET TO THE SOUTHEAST CORNER OF WOLF CREEK RIDGE PHASE 1, A SUBDIVISION IN THE CITY OF MOUNT DORA, FLORIDA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 77 THROUGH 82, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE CONTINUE NORTH 89°41'07" WEST ALONG THE SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, ALSO BEING THE SOUTH LINE OF SAID WOLF CREEK RIDGE PHASE 1 AND ITS WESTERLY EXTENSION THEREOF FOR A DISTANCE OF 1036.09 FEET TO THE NORTHWEST CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5190, PAGE 115, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°25'28" EAST ALONG THE WEST LINE OF SAID PROPERTY FOR A DISTANCE OF 133.56 FEET TO A POINT ON THE FIELD LOCATED 81.9 FEET, BASE FLOOD ELEVATION CONTOUR LINE AS DETERMINED BY THE FEMA MAP NUMBER 12069C0390E, EFFECTIVE DATE: DECEMBER 18, 2012; THENCE RUN ALONG SAID 81.9 FEET CONTOUR LINE THE FOLLOWING (28) TWENTY-EIGHT COURSES; (1) SOUTH 37°01'54" EAST FOR A DISTANCE OF 92.89 FEET; (2) SOUTH 51°00'26" EAST FOR A DISTANCE OF 75.44 FEET; (3) SOUTH 45°09'46" EAST FOR A DISTANCE OF 56.32 FEET; (4) SOUTH 71°47'44" EAST FOR A DISTANCE OF 43.93 FEET; (5) NORTH 70°13'26" EAST FOR A DISTANCE OF 42.95 FEET; (6) NORTH 26°51'31" EAST FOR A DISTANCE OF 36.02 FEET; (7) NORTH 14°10'20" EAST FOR A DISTANCE OF 117.63 FEET; (8) THENCE RUN NORTH 36°01'02" EAST FOR A DISTANCE OF 34.37 FEET; (9) NORTH 84°50'39" EAST FOR A DISTANCE OF 53.27 FEET; (10) NORTH 74°09'09" EAST FOR A DISTANCE OF 45.30 FEET; (11) SOUTH 82°32'23" EAST FOR A DISTANCE OF 101.45 FEET; (12) SOUTH 70°17'12" EAST FOR A DISTANCE OF 49.50 FEET; (13) SOUTH 47°38'24" EAST FOR A DISTANCE OF 36.82 FEET; (14) SOUTH 15°02'29" EAST FOR A DISTANCE OF 146.43 FEET; (15) SOUTH 19°23'21" EAST FOR A DISTANCE OF 86.71 FEET; (16) SOUTH 24°55'14" EAST FOR A DISTANCE OF 33.64 FEET; (17) SOUTH 46°21'14" EAST FOR A DISTANCE OF 39.50 FEET; (18) SOUTH 73°56'34" EAST FOR A DISTANCE OF 38.26 FEET; (19) NORTH 75°28'30" EAST FOR A DISTANCE OF 31.02 FEET; (20) NORTH 53°01'51" EAST FOR A DISTANCE OF 102.48 FEET; (21) NORTH 78°24'33" EAST FOR A DISTANCE OF 40.42 FEET; (22) SOUTH 70°27'49" EAST FOR A DISTANCE OF 52.41 FEET; (23) SOUTH 29°34'57" EAST FOR A DISTANCE OF 36.31 FEET; (24) SOUTH 09°18'41" EAST FOR A DISTANCE OF 49.66 FEET; (25) SOUTH 01°47'29" WEST FOR A DISTANCE OF 84.86 FEET; (26) SOUTH 28°36'03" EAST FOR A DISTANCE OF 47.44 FEET; (27) SOUTH 41°43'20" EAST FOR A DISTANCE OF 57.71 FEET; (28) SOUTH 52°18'28" EAST FOR A DISTANCE OF 76.48 FEET; TO THE POINT OF BEGINNING. 7.70 ACRES, MORE OR LESS;

AND

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

SECTION 11130

F.P. NO. 238275-2

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

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE RUN NORTH 00°24'36" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 155.10 FEET TO THE POINT OF INTERSECTION WITH NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 46 AS DESCRIBED IN OFFICIAL RECORDS BOOK 4861, PAGE 2140, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND AS DEPICTED ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130-FP NO. 238275-2 AND THE POINT OF BEGINNING; THENCE RUN, ALONG THE SAID NORTHERLY RIGHT OF WAY LINE AND NORTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 4861, PAGE 2140 THE FOLLOWING SIX (6) COURSES, (1) SOUTH 87°56'31" WEST FOR A DISTANCE OF 130.58 FEET; (2) NORTH 89°48'08" WEST FOR A DISTANCE OF 279.11 FEET; (3) NORTH 89°27'11" WEST FOR A DISTANCE 47.92 FEET; (4) NORTH 04°59'21" EAST FOR A DISTANCE OF 226.02 FEET; (5) NORTH 20°05'24" EAST FOR A DISTANCE OF 121.02 FEET; (6) NORTH 64°11'39" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE AND NORTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 4861, PAGE 2140 AND ITS NORTHWESTERLY EXTENSION, FOR A DISTANCE OF 368.62 FEET; THENCE S33°28'37"W FOR A DISTANCE OF 112.87 FEET TO A POINT ON THE EASTERLY LEG OF THAT CERTAIN PERPETUAL EASEMENT IDENTIFIED AS PARCEL 800 AS DEPICTED ON SAID STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130-FP NO. 238275-2 AND RECORDED IN OFFICIAL RECORDS BOOK 4861, PAGE OF 2140 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY AND NORTHERLY LINE OF SAID PARCEL 800 AND EASTERLY AND NORTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 4861, PAGE 2140 THE FOLLOWING FOUR (4) COURSES, (1) NORTH 48°27'47" WEST FOR A DISTANCE OF 127.26 FEET; (2) NORTH 39°55'48" EAST FOR A DISTANCE OF 284.19 FEET; (3) NORTH 30°00'32" WEST FOR A DISTANCE OF 142.74 FEET; (4) NORTH 89°59'32" WEST FOR A DISTANCE OF 292.21 FEET TO THE WESTERLY LINE OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 5190, PAGE 115 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 00°25'28" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 218.56 FEET TO A POINT ON THE FIELD LOCATED 81.9 FEET, BASE FLOOD ELEVATION CONTOUR LINE AS DETERMINED BY

THE FEMA MAP NUMBER 12069C0390E, EFFECTIVE DATE: DECEMBER 18, 2012; THENCE RUN ALONG SAID 81.9 FEET CONTOUR LINE THE FOLLOWING (28) TWENTY-EIGHT COURSES; (1) SOUTH 37°01'54" EAST FOR A DISTANCE OF 92.89 FEET; (2) SOUTH 51°00'26" EAST FOR A DISTANCE OF 75.44 FEET; (3) SOUTH 45°09'46" EAST FOR A DISTANCE OF 56.32 FEET; (4) SOUTH 71°47'44" EAST FOR A DISTANCE OF 43.93 FEET; (5) NORTH 70°13'26" EAST FOR A DISTANCE OF 42.95 FEET; (6) NORTH 26°51'31" EAST FOR A DISTANCE OF 36.02 FEET; (7) NORTH 14°10'20" EAST FOR A DISTANCE OF 117.63 FEET; (8) THENCE RUN NORTH 36°01'02" EAST FOR A DISTANCE OF 34.37 FEET; (9) NORTH 84°50'39" EAST FOR A DISTANCE OF 53.27 FEET; (10) NORTH 74°09'09" EAST FOR A DISTANCE OF 45.30 FEET; (11) SOUTH 82°32'23" EAST FOR A DISTANCE OF 101.45 FEET; (12) SOUTH 70°17'12" EAST FOR A DISTANCE OF 49.50 FEET; (13) SOUTH 47°38'24" EAST FOR A DISTANCE OF 36.82 FEET; (14) SOUTH 15°02'29" EAST FOR A DISTANCE OF 146.43 FEET; (15) SOUTH 19°23'21" EAST FOR A DISTANCE OF 86.71 FEET; (16) SOUTH 24°55'14" EAST FOR A DISTANCE OF 33.64 FEET; (17) SOUTH 46°21'14" EAST FOR A DISTANCE OF 39.50 FEET; (18) SOUTH 73°56'34" EAST FOR A DISTANCE OF 38.26 FEET; (19) NORTH 75°28'30" EAST FOR A DISTANCE OF 31.02 FEET; (20) NORTH 53°01'51" EAST FOR A DISTANCE OF 102.48 FEET; (21) NORTH 78°24'33" EAST FOR A DISTANCE OF 40.42 FEET; (22) SOUTH 70°27'49" EAST FOR A DISTANCE OF 52.41 FEET; (23) SOUTH 29°34'57" EAST FOR A DISTANCE OF 36.31 FEET; (24) SOUTH 09°18'41" EAST FOR A DISTANCE OF 49.66 FEET; (25) SOUTH 01°47'29" WEST FOR A DISTANCE OF 84.86 FEET; (26) SOUTH 28°36'03" EAST FOR A DISTANCE OF 47.44 FEET; (27) SOUTH 41°43'20" EAST FOR A DISTANCE OF 57.71 FEET; (28) SOUTH 52°18'28" EAST FOR A DISTANCE OF 76.48 FEET TO THE AFORESAID EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28; THENCE SOUTH 00°24'36" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 469.14 FEET TO THE POINT OF BEGINNING. 12.27 ACRES, MORE OR LESS

ALL THE ABOVE CONTAINING 19.97 ACRES, MORE OR LESS.

B. The Future Land Use Map II-2a of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045, adopted by City of Mount Dora Ordinance 2020-04, on June 16, 2020; amended by City of Mount Dora Ordinance No. 2023-01, on January 17, 2023D, is hereby amended to include the Future Land Use assignment set forth herein.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of the City of Mount Dora pertaining to the requested Future Land Use change and amendment to Future Land Use Map II-2a of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. NON-CODIFICATION AND SCRIVENER'S ERRORS. The provisions of this Ordinance shall not be codified in the City of Mount Dora Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3187, the subject small-scale Future Land Use Map amendment shall become effective 31 days after adoption of this Ordinance by the City, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, the subject small-scale Future Land Use Map amendment shall become effective once the Florida Department of Economic Opportunity or the Administration Commission issues a final order determining that the adopted small-scale Future Land Use Map amendment is in compliance with the Plan.

SINGLE AND FINAL READING: September 7, 2023

PASSED AND ADOPTED this 7th day of September 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

EXHIBIT “A”
Future Land Use Map Amendment



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

DATE: September 7, 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. 2023-15**, Change in Zoning for City of Mount Dora Niles Road (19.97 Acres)

Introduction:

This is a request for City Council to approve the first reading of Ordinance No. 2023-15 and hold the hearing for the second reading and adoption.

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

Discussion:

Further rezoning descriptions and details are contained in Attachment #1 (*PZC Memo Dated August 16, 2023*). The property (19.97 acres) is located at the terminus of Niles Road. These lands are associated with companion annexation. The lands were recently transferred by the Florida Department of Transportation (FDOT) to the City as surplus land. As part of the annexation, city land use and zoning assignments are required. The change in zoning is from County Agriculture to City PLI (Public Lands Institutional). This proposed zoning is consistent with the surrounding area. A portion of the City land is anticipated to be used for the Niles Road extension. Other city public uses in the future could be contemplated. But there are no immediate city projects for this site.

The sequence of events leading to presentation to City Council are as follows:

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on August 16, 2023, recommended approval (vote 5-0. Two members absent) of the rezoning to City PLI zoning district.

The Development Review Committee (DRC) on July 28, 2023, recommended approval of the change in zoning and forward the same to the PZC.

Budget Impact:

There are no budgetary impacts on the City relative to the processing of the rezoning action.

Strategic Impact:

Rezoning requests which address density and intensity changes are consistent with Growth Management Goals. This particular change in zoning is consistent with the City's goals for conservation protection measures and land use regulations.

Recommendation:

City Council to approve First Reading of Ordinance No. 2023-15 and hold a hearing for second reading and adoption.

Attachment(s):

1. Attachment 1 PZC Staff Report_ RZ_ Niles Road8-16-23
2. Attachment 2 Legal Advertisement Publication
3. Ordinance 2023-15 Rezoning (PLI)City Lands.sgs
4. Exhibit A Property Depiction (Rezoning Vicinity Map)

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 8/28/2023

Approved - 8/29/2023

Final Approval - 8/29/2023



**CITY OF
MOUNT
DORA**

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

E-mail: plandev@cityofmoundora.com

DATE: August 16, 2023

TO: Planning and Zoning Commission

FROM: Development Review Committee
Vince Sandersfeld, Planning Director

THROUGH: Ryan Winkler, Senior Planner

RE: **Application to Change the Official Zoning Map;** Rezoning Application (Review Type); Change in zoning from Lake County Agriculture to City Public Lands and Institutions; 19.97Acres (Site Area); Located on the north side of State Road 46 at Niles Road; City Public Works Department (Applicant); City of Mount Dora (Owner). Project No. Z23-02

Recommendation:

Staff recommends approval of the above-referenced rezoning request from County Agriculture to City Public Lands and Institutions (PLI). Approval subject to Annexation and Future Land Use Map Amendment.

Reference/Support:

Sections 3.4.5 of the City's *Land Development Code*
Ordinance #2023-2013, *Annexation*
Ordinance #2023-2014, *FLUM Amendment*

Background:

SITE SUMMARY:

Owners	City of Mount Dora
Applicant	City of Mount Dora Public Works Department
General Location:	North of State Road 46 at Niles Road
Alternate Key Nos.	3832741 and 1446597
Existing Use:	Vacant Land
Proposed Use:	Public Lands
Future Land Use:	County Urban Low
Proposed FLUM:	Public Lands and Institutions (PLI)
Current Zoning:	County Agriculture (A)
Proposed Zoning:	City Public Lands and Institutions (PLI)
Total Site Area:	7.7 Acres Developable Lands
	<u>12.27 Acres Wetland / Conservation Area (to remain)</u>
	19.97 Acres TOTAL

Planning and Zoning Commission Meeting August 16, 2023

FDOT Surplus Parcels (Niles Road) – Z23-02

Page 2

Surrounding Property Table:

Direction	City/County	FLU	Zoning	Existing Use(s)
North	City	Res Low	PUD	SFR, Conservation
South	City/County	Employment Center	PUD	Waste Management
East	City	Res High	PUD	Vista Hills (<i>proposed</i>)
West	City	Res Low	PUD	SFR, Conservation

Analysis

The applicant is requesting to change the zoning from County Agriculture to City Public Lands and Institutions (PLI) zoning district associated with annexation. The request is to establish a City zoning district that will facilitate the extension of Niles Road south to State Road 46.

The City intends to use a portion of the lands for the Niles Road extension. The PLI zoning district is established to provide areas for public and institutional uses. Areas of the city in which this district is most appropriate are designated as “public lands and institutions” on the future land use map of the comprehensive plan; however this district is also permitted within all other land use designations. The PUD application is subject to annexation and change in Future Land Use from County Urban Low to City Public Lands and Institutions (PLI). The FLUM amendment is being processed in concert with the rezoning request.

Attachments:

Vicinity Map

Composite Zoning (City & County) Map

Application

N



N.T.S.

Legend

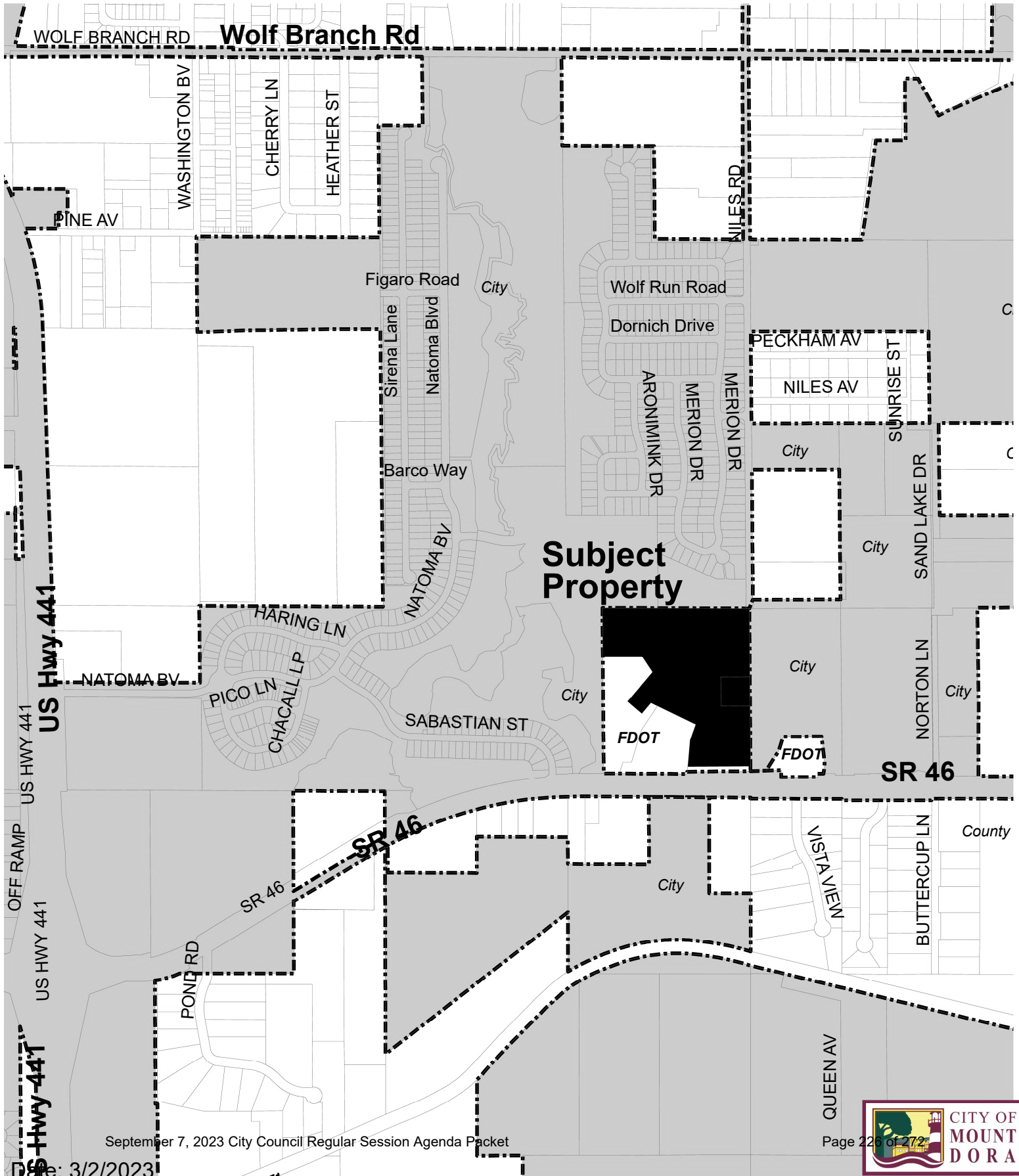


City Limits



Subject Property

Vicinity Map



Zoning Area Map Composite City & Lake County

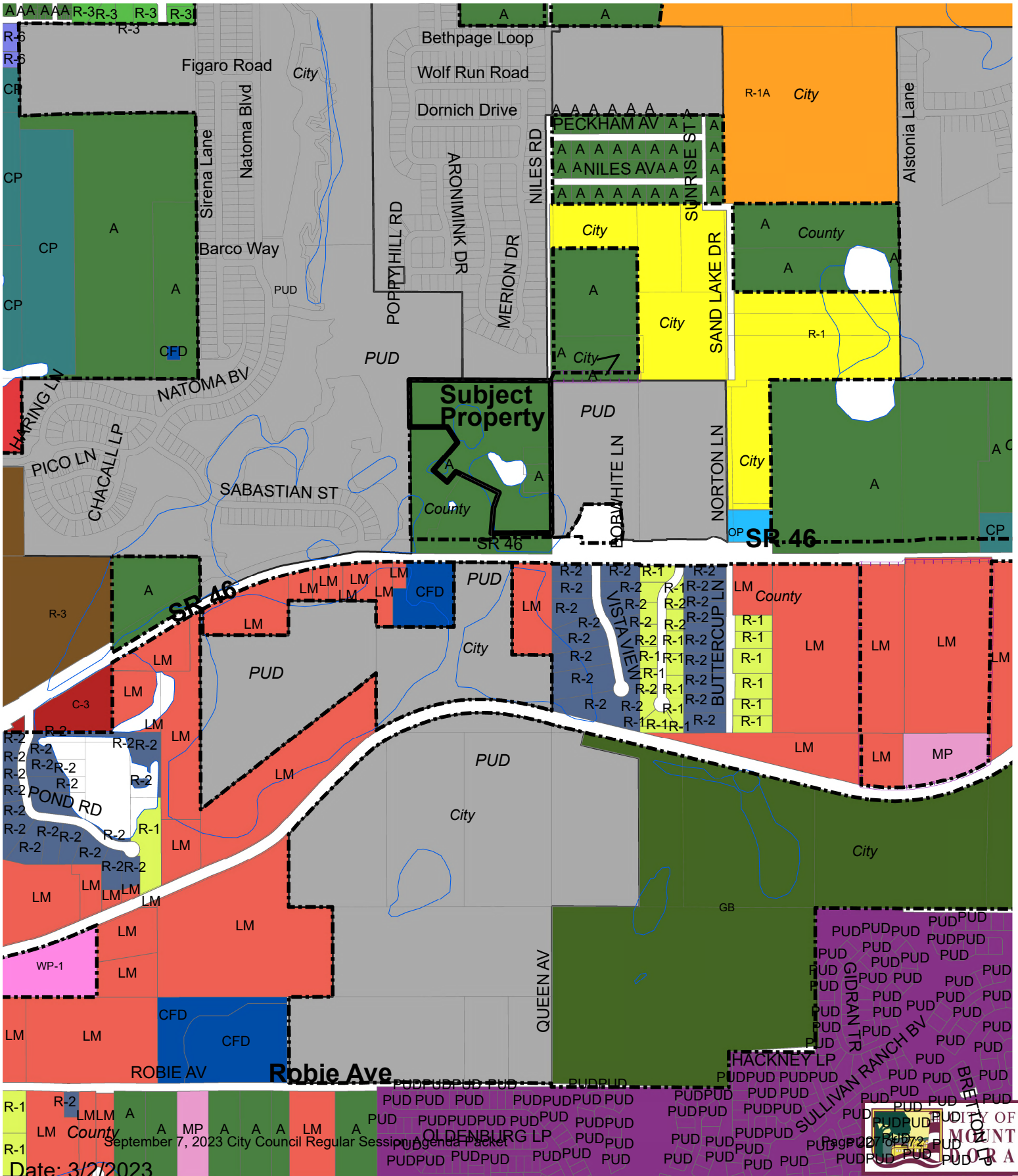
N



N.T.S.

Legend

- City Limits
- Subject Property





**CITY OF
MOUNT
DORA**

**City of Mount Dora
Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
Fax: 352-735-7191
E-mail: plandev@cityofmounddora.com**

REZONING APPLICATION

Date: 7/25/2023

1. Applicant's Name: City Public Works Dept - George Marek
 Company's Name: City of Mount Dora
 Address: 900 N. Donnelly Street
 City, State & Zip: Mount Dora, FL 32757
 Phone: 352-735-7151 E-mail: marekg@cityofmounddora.com

2. Owner's Name: City of Mount Dora
 Company's Name: City of Mount Dora
 Address: 510 N. Baker Street
 City, State & Zip: Mount Dora, FL 32757
 Phone: 352-735-7151 E-mail: marekg@cityofmounddora.com

3. The property generally located and list adjacent streets: SR 46 and Niles Road
Alk Key 3832741(Part) and Alt Key 1446597

4. The address(s) of the property: 3132 SR 46

5. Size of property in Acres: 19.97 Acres Square Feet: _____

6. Current Zoning District: County Ag

7. Requested Zoning District: City PLI

8. Future Land Use Category: Proposed PLI

9. Present use and structures on the property (list number of residential dwelling units):
None

10. Building Size (Existing): None
11. Proposed use of property: City Facilities and Uses.
Niles Road extension
12. State the reason for this request, per Section 3.3 of the City's land Development Code (attached additional sheets and support data):
Annexation City Owned Parcel.
Change needed for consistent FLUM and zoning
13. Is the proposed use permissible in the requested district? Yes
14. Surrounding Future Land Use, Zoning, and Existing Use by City/County (fill-in table):

Direction	City/County	FLU	Zoning	Existing Use(s)
North	City	LM	PUD	Res, Stormwater Pond, Niles Rd
South	City/Co	RL/RO	Ag/LM	SR 46, Land Fill, FDOT Pond, Vacant Land
East	County	RL	Ag	Vacant Land
West	City	LM	PUD	Vacant Land

(districts/categories may be abbreviated)

CERTIFICATION AND SIGNATURE**AFFIDAVIT**

I, George Marek, being first duly sworn, depose and say that I apply for the request contained herein, and that all answers, information, sketches, data and other supplementary matter attached to or included herewith as part of this application, are accurate and true to the best on my knowledge and belief.

George Marek

Digitally signed by George Marek
Date: 2023.07.27 08:45:44 -04'00'

Signature of Applicant

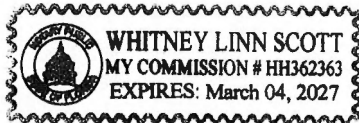
George Marek

Print or Type Name

STATE OF FLORIDA
COUNTY OF LAKE
CITY OF MOUNT DORA

The foregoing instrument was acknowledged before me this 27th day of July 2023 by George Marek who is personally known to me or who has produced as identification and who did not or did not ✓ take an oath.

SEAL:



Whitney Linn Scott
Notary Public

Whitney Linn Scott
Print or Type Name

Page 2

The City of Mount Dora Local Planning Agency (Planning and Zoning Commission) will conduct a public hearing to consider this ordinance on **Wednesday, August 16, 2023 at 10:00 a.m.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

The City Council of the City of Mount Dora, Florida will conduct public hearings to consider the adoption of Ordinance No. 2023-15 on **Thursday, September 7, 2023** and **Thursday, September 21, 2023**. Both meetings will be held at City Hall, 510 North Baker Street, Mount Dora, Florida and will begin at 6:00 p.m., or as soon thereafter as possible

Interested parties may appear at the meeting and be heard with respect to the proposed change in zoning.

These public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 North Baker Street, Mount Dora, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Notice: If any person decides to appeal any decision made at this meeting with respect to any matter considered at this meeting such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made, which records include the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act (“ADA”) and Florida Statutes, Section 286.26, persons with disabilities needing a reasonable accommodation to participate in a public hearing or meeting should contact the City of Mount Dora’s ADA Coordinator at least 48 hours prior to the proceeding. The ADA Coordinator may be contacted by phone at 352-735-7126, ext. 1111, or by email at clerk@cityofmounddora.com.

If hearing impaired, telephone the Florida Relay Service numbers (800) 955-8771 (TDD) or (800) 955- 8770 (Voice) for assistance.

For Questions or Comments, please email staff at **planningcomments@cityofmounddora.com**.

Title in 18 point

2 column, 10.5 inch; Non-legal

Publish: August 4, 2023

ORDINANCE NO: 2023-15

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY LOCATED ON THE NORTH SIDE OF SR 46 AT NILES ROAD; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE; PROVIDING FOR OFFICIAL ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City of Mount Dora, as the fee simple owner of the property submitted an application requesting a zoning district classification change and a Zoning Map amendment for that property located on the north side of SR 46 and at Niles Road, as depicted on **Exhibit “A”**, attached hereto (Property); and

WHEREAS, the requested zoning district classification change and Zoning Map amendment are consistent with the City of Mount Dora Comprehensive Plan and meet the criteria established by Florida Statutes, Chapter 166; and

WHEREAS, pursuant to applicable law, notice has been given to Lake County and to the public by publication in a newspaper of general circulation in the City; and

WHEREAS, on August 16, 2023, the City of Mount Dora Planning and Zoning Commission approved the requested zoning district classification change and Zoning Map Amendment; and

WHEREAS, the City of Mount Dora held a duly noticed public hearing on the proposed zoning district classification change for the Property to Public Lands and Institutions (PLI), considered the findings and advice of staff and considered the written information, oral comments and supporting data and analysis provided by citizens and all interested parties; and

WHEREAS, the City of Mount Dora finds such zoning district classification change and Zoning Map amendment serves a legitimate public purpose and is in the best interest of the health, safety and welfare of the citizens of the City of Mount Dora, Florida.

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

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted as legislative findings and intent of the City of Mount Dora.

SECTION 2. ZONING DISTRICT CLASSIFICATION CHANGE. Pursuant to City of Mount Dora Land Development Code, Chapter III, the Property as more particularly described below is hereby rezoned and assigned the Public Lands and Institutions (PLI) zoning classification:

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

SECTION 11130

F.P. NO. 238275-2

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

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

00°25'28" EAST ALONG THE WEST LINE OF SAID PROPERTY FOR A DISTANCE OF 133.56 FEET TO A POINT ON THE FIELD LOCATED 81.9 FEET, BASE FLOOD ELEVATION CONTOUR LINE AS DETERMINED BY THE FEMA MAP NUMBER 12069C0390E, EFFECTIVE DATE: DECEMBER 18, 2012; THENCE RUN ALONG SAID 81.9 FEET CONTOUR LINE THE FOLLOWING (28) TWENTY-EIGHT COURSES; (1) SOUTH 37°01'54" EAST FOR A DISTANCE OF 92.89 FEET; (2) SOUTH 51°00'26" EAST FOR A DISTANCE OF 75.44 FEET; (3) SOUTH 45°09'46" EAST FOR A DISTANCE OF 56.32 FEET; (4) SOUTH 71°47'44" EAST FOR A DISTANCE OF 43.93 FEET; (5) NORTH 70°13'26" EAST FOR A DISTANCE OF 42.95 FEET; (6) NORTH 26°51'31" EAST FOR A DISTANCE OF 36.02 FEET; (7) NORTH 14°10'20" EAST FOR A DISTANCE OF 117.63 FEET; (8) THENCE RUN NORTH 36°01'02" EAST FOR A DISTANCE OF 34.37 FEET; (9) NORTH 84°50'39" EAST FOR A DISTANCE OF 53.27 FEET; (10) NORTH 74°09'09" EAST FOR A DISTANCE OF 45.30 FEET; (11) SOUTH 82°32'23" EAST FOR A DISTANCE OF 101.45 FEET; (12) SOUTH 70°17'12" EAST FOR A DISTANCE OF 49.50 FEET; (13) SOUTH 47°38'24" EAST FOR A DISTANCE OF 36.82 FEET; (14) SOUTH 15°02'29" EAST FOR A DISTANCE OF 146.43 FEET; (15) SOUTH 19°23'21" EAST FOR A DISTANCE OF 86.71 FEET; (16) SOUTH 24°55'14" EAST FOR A DISTANCE OF 33.64 FEET; (17) SOUTH 46°21'14" EAST FOR A DISTANCE OF 39.50 FEET; (18) SOUTH 73°56'34" EAST FOR A DISTANCE OF 38.26 FEET; (19) NORTH 75°28'30" EAST FOR A DISTANCE OF 31.02 FEET; (20) NORTH 53°01'51" EAST FOR A DISTANCE OF 102.48 FEET; (21) NORTH 78°24'33" EAST FOR A DISTANCE OF 40.42 FEET; (22) SOUTH 70°27'49" EAST FOR A DISTANCE OF 52.41 FEET; (23) SOUTH 29°34'57" EAST FOR A DISTANCE OF 36.31 FEET; (24) SOUTH 09°18'41" EAST FOR A DISTANCE OF 49.66 FEET; (25) SOUTH 01°47'29" WEST FOR A DISTANCE OF 84.86 FEET; (26) SOUTH 28°36'03" EAST FOR A DISTANCE OF 47.44 FEET; (27) SOUTH 41°43'20" EAST FOR A DISTANCE OF 57.71 FEET; (28) SOUTH 52°18'28" EAST FOR A DISTANCE OF 76.48 FEET; TO THE POINT OF BEGINNING. 7.70 ACRES, MORE OR LESS;

AND

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

SECTION 11130

F.P. NO. 238275-2

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

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE RUN NORTH 00°24'36" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 155.10 FEET TO THE POINT OF

INTERSECTION WITH NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 46 AS DESCRIBED IN OFFICIAL RECORDS BOOK 4861, PAGE 2140, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND AS DEPICTED ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130-FP NO. 238275-2 AND THE POINT OF BEGINNING; THENCE RUN, ALONG THE SAID NORTHERLY RIGHT OF WAY LINE AND NORTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 4861, PAGE 2140 THE FOLLOWING SIX (6) COURSES, (1) SOUTH 87°56'31" WEST FOR A DISTANCE OF 130.58 FEET; (2) NORTH 89°48'08" WEST FOR A DISTANCE OF 279.11 FEET; (3) NORTH 89°27'11" WEST FOR A DISTANCE 47.92 FEET; (4) NORTH 04°59'21" EAST FOR A DISTANCE OF 226.02 FEET; (5) NORTH 20°05'24" EAST FOR A DISTANCE OF 121.02 FEET; (6) NORTH 64°11'39" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE AND NORTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 4861, PAGE 2140 AND ITS NORTHWESTERLY EXTENSION, FOR A DISTANCE OF 368.62 FEET; THENCE S33°28'37"W FOR A DISTANCE OF 112.87 FEET TO A POINT ON THE EASTERLY LEG OF THAT CERTAIN PERPETUAL EASEMENT IDENTIFIED AS PARCEL 800 AS DEPICTED ON SAID STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130-FP NO. 238275-2 AND RECORDED IN OFFICIAL RECORDS BOOK 4861, PAGE OF 2140 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY AND NORTHERLY LINE OF SAID PARCEL 800 AND EASTERLY AND NORTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 4861, PAGE 2140 THE FOLLOWING FOUR (4) COURSES, (1) NORTH 48°27'47" WEST FOR A DISTANCE OF 127.26 FEET; (2) NORTH 39°55'48" EAST FOR A DISTANCE OF 284.19 FEET; (3) NORTH 30°00'32" WEST FOR A DISTANCE OF 142.74 FEET; (4) NORTH 89°59'32" WEST FOR A DISTANCE OF 292.21 FEET TO THE WESTERLY LINE OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 5190, PAGE 115 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 00°25'28" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 218.56 FEET TO A POINT ON THE FIELD LOCATED 81.9 FEET, BASE FLOOD ELEVATION CONTOUR LINE AS DETERMINED BY THE FEMA MAP NUMBER 12069C0390E, EFFECTIVE DATE: DECEMBER 18, 2012; THENCE RUN ALONG SAID 81.9 FEET CONTOUR LINE THE FOLLOWING (28) TWENTY-EIGHT COURSES; (1) SOUTH 37°01'54" EAST FOR A DISTANCE OF 92.89 FEET; (2) SOUTH 51°00'26" EAST FOR A DISTANCE OF 75.44 FEET; (3) SOUTH 45°09'46" EAST FOR A DISTANCE OF 56.32 FEET; (4) SOUTH 71°47'44" EAST FOR A DISTANCE OF 43.93 FEET; (5) NORTH 70°13'26" EAST FOR A DISTANCE OF 42.95 FEET; (6) NORTH 26°51'31" EAST FOR A DISTANCE OF 36.02 FEET; (7) NORTH 14°10'20" EAST FOR A DISTANCE OF 117.63 FEET; (8) THENCE RUN NORTH 36°01'02" EAST FOR A DISTANCE OF 34.37 FEET; (9) NORTH 84°50'39" EAST FOR A DISTANCE OF 53.27 FEET; (10) NORTH 74°09'09" EAST FOR A DISTANCE OF 45.30 FEET; (11) SOUTH 82°32'23" EAST FOR A DISTANCE OF 101.45 FEET; (12) SOUTH 70°17'12" EAST FOR A DISTANCE OF 49.50 FEET; (13) SOUTH 47°38'24" EAST FOR A DISTANCE OF 36.82 FEET; (14) SOUTH 15°02'29" EAST FOR A DISTANCE OF 146.43 FEET; (15) SOUTH 19°23'21" EAST FOR A DISTANCE OF 86.71 FEET; (16) SOUTH 24°55'14" EAST FOR A

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ALL THE ABOVE CONTAINING 19.97 ACRES, MORE OR LESS.

SECTION 3. OFFICIAL ZONING MAP AMENDMENT. The Official City Zoning Map of the City of Mount Dora shall be amended to conform to the zoning assignment approved in Section 2 of this Ordinance.

SECTION 4. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 5. SAVINGS CLAUSE. All prior actions of the City of Mount Dora pertaining to the zoning district classification change and Zoning Map amendment related to the Property, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. NON-CODIFICATION AND SCRIVENER'S ERRORS. The provisions of this Ordinance shall not be codified in the City of Mount Dora Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 7. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

SECTION 9. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption.

FIRST READING: _____ 2023

SECOND READING: _____ 2023

PASSED AND ADOPTED this ____ day of _____, 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

EXHIBIT “A”
Property Depiction

Legend



City Limits

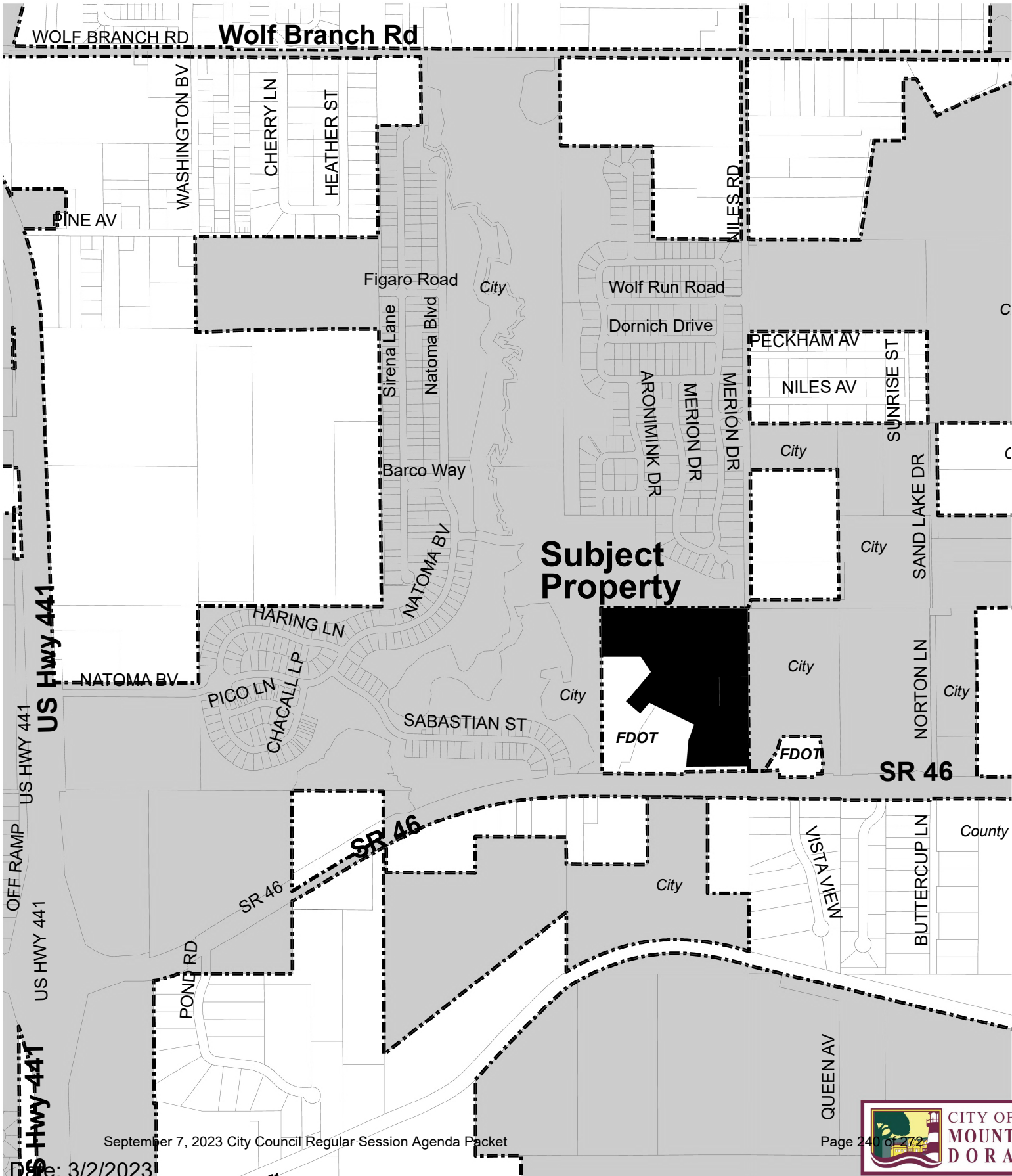


Subject Property

Vicinity Map



N.T.S.





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

DATE: September 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of **Resolution No. 2023-28**, Final Fire Assessment Rate

Introduction:

This is a request for City Council to approve Resolution No. 2023-28, Fire Services Special Assessment for Fiscal Year 2023-24.

Discussion:

City of Mount Dora Ordinance No. 2015-08 authorizes the imposition of a Fire Services Assessment for fire protection services, facilities and programs against Assessed Property within the City. Each year, it is necessary for the City Council to pass an Initial Assessment Resolution establishing the maximum assessment rate, which was done on June 20, 2023. This Resolution, 2023-28 is the final Assessment Resolution for fiscal year 2023-24.

The Fire Services Assessment Rate per residential dwelling unit is \$209. This represents 58.25% of the maximum allowed by the Ordinance. Commercial rates are based on the square footage of the facility. This resolution, if approved by the City Council, will set the rate for residential and the rate for commercial properties for the coming year. Fire Services may include operating functions, salaries of the firefighters and officers, capital programs and projects.

Budget Impact:

The Fire Assessment Fee will allow the City to address the public safety needs of the City while creating a more diversified method of funding fire protection services, specifically debt service of the Fire Station, purchase of capital equipment, and also operations in support of the Fire Services.

Strategic Impact:

Public Safety Objective: Aligns with the Fire Department's Standards of Cover as adopted by the Council.

Recommendation:

City Council to approve Resolution No. 2023-28.

Attachment(s):

1. Resolution 2023-28 Annual Fire Assessment.sgs
2. Exhibit A Affidavit of Mailing
3. Exhibit B Proof of the publication
4. Exhibit C Certificate to NAVA

Prepared by: Jeanann Hand, City Clerk

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

Approved - 8/29/2023

Approved - 8/29/2023

Approved - 8/29/2023

Final Approval - 8/29/2023

RESOLUTION NO. 2023-28
Annual Fire Assessment Resolution
(FY 2023-24)

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF MOUNT DORA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY; PROVIDING FOR PURPOSE AND DEFINITIONS; PROVIDING FOR REIMPOSITION OF FIRE SERVICES ASSESSMENTS; PROVIDING FOR CONFIRMATION OF PRELIMINARY ASSESSMENT RESOLUTION; PROVIDING FOR EFFECT OF ADOPTION OF THIS RESOLUTION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora, Florida enacted Ordinance No. 2015-08, which was codified into Chapter 78, Part VI and VII of the City of Mount Dora Code of Ordinances (hereafter referred to as the “City Code” or “Ordinance”), which authorizes the annual imposition of Fire Services Assessments for fire protection services, facilities and programs against Assessed Property within the City;

WHEREAS, the re-imposition of a Fire Services Assessment for fire protection services, facilities and programs each fiscal year is an equitable and efficient method of allocating and apportioning fire services assessed costs among parcels of assessed property; and

WHEREAS, the City desires to implement a Fire Services Assessment program in the City using the procedures provided by the Ordinance for the Fiscal Year beginning October 1, 2023; and

WHEREAS, on July 6, 2021, the City adopted Resolution No. 2021-73 (the “Initial Assessment Resolution”); and

WHEREAS, the Initial Assessment Resolution contains and references a brief and general description of the fire services to be provided to assessed property; describes the method of apportioning the fire services assessed costs to compute the Fire Services Assessment for fire protection services, facilities and programs against assessed property; estimates rates of assessment; and directs the updating and preparation of the assessment roll and provision of the notices required by the Ordinance; and

WHEREAS, in order to impose Fire Assessments for the Fiscal Year beginning October 1, 2023, the Ordinance requires the City to adopt an Annual Assessment Resolution which establishes the rates of assessment and approves the assessment roll for the upcoming Fiscal

Year, with such amendments as the City deems appropriate, after hearing comments and objections of all interested parties; and

WHEREAS, the assessment roll has heretofore been made available for inspection by the public, as required by the Ordinance; and

WHEREAS, notice of the public hearing has been published and mailed, as required by the terms of the Ordinance, which provides notice to all interested persons of the opportunity to be heard; and

WHEREAS, an affidavit regarding the notice mailed to each property owner is attached hereto as **Exhibit “A”** and the proof of the publication of said notice is attached hereto as **Exhibit “B”**; and

WHEREAS, a public hearing was held on September 12, 2019, and comments and objections of all interested persons have been heard and considered, as required by the Ordinance.

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

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

SECTION 2. Authority. This Resolution is adopted pursuant to the provisions of the City Code, the Initial Assessment Resolution 2021-73, Florida Statutes, Section 197.3632, and other applicable provisions of Florida law.

SECTION 3. Purpose and Definitions.
A. This Resolution constitutes the Annual Assessment Resolution as defined in the Ordinance which directs the re-imposition of Fire Protection Assessments for the Fiscal Year beginning October 1, 2023
B. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance and the Initial Assessment Resolution. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa.

SECTION 4. Re-Imposition of Fire Services Assessments.
A. The parcels of Assessed Property described in the Assessment Roll, which is hereby approved, are hereby found to be specially benefited by the provision of the fire protection services, facilities and programs described or referenced in the Initial Assessment Resolution in the amount of the Fire Services Assessment set forth in the Assessment Roll, a copy of which was present or available for inspection at the above referenced public hearing and is incorporated herein by reference. It is hereby ascertained, determined and declared that each parcel of Assessed Property within the City will be specially benefited by the City’s provision of

fire protection services, facilities and programs in an amount not less than the Fire Services Assessment for such parcel, computed in the manner set forth in the Initial Assessment Resolution. Adoption of this Annual Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings, as set forth in the Ordinance and the Initial Assessment Resolution, from the fire protection services, facilities and programs to be provided and a legislative determination that the Fire Services Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Initial Assessment Resolution.

B. The method for computing Fire Services Assessments described and referenced in the Initial Assessment Resolution is hereby approved. The Parcel Apportionment methodology adopted in Section 8 of the Initial Assessment Resolution is hereby approved.

C. For the Fiscal Year beginning October 1, 2023, the Fire Services Assessed Costs to be assessed is \$2,054,593 The Fire Services Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimate Fire Services Assessed Cost for the Fiscal Year beginning October 1, 2023, are hereby established as follows:

Residential Property Use Category	Rate Per Dwelling Unit
Residential	\$209.00
Non-Residential Property Use Categories	Rate Per Square Foot
Commercial	\$0.15
Industrial/Warehouse	\$0.03
Institutional	\$0.40

D. The above rates of assessment are hereby approved. Fire Services Assessments for fire protection services, facilities and programs in the amounts set forth in the Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property described in such Assessment Roll for the Fiscal Year beginning October 1, 2023.

E. Institutional Property whose use is wholly exempt from ad valorem taxation under Florida law provides facilities and uses to their ownership, occupants, and membership as well as the public in general that otherwise might be requested or required to be provided by the City, and such property uses serve a legitimate public purpose and provide a public benefit. Therefore, it is fair and reasonable not to impose Fire Services Assessments upon Buildings located upon such parcels of Institutional Property whose Building Use is wholly exempt from ad valorem taxation under Florida law. Accordingly, no Fire Services Assessments shall be imposed upon Institutional Buildings located upon a parcel of Institutional Property whose Building Use is wholly exempt from ad valorem taxation under Florida law.

F. Government Property provides facilities and uses to the community, local constituents and the public in general that serve a legitimate public purpose and provide a public benefit. Therefore, it is fair and reasonable not to impose Fire Services Assessments upon such parcels of Government Property. Government Property that is owned by federal government mortgage entities, such as the VA and HUD due to foreclosures, are not serving a governmental purpose or providing a public benefit but are instead being held by these federal government mortgage entities in a proprietary capacity. Accordingly, these properties shall not be considered

Government Property for purposes of the Fire Services Assessments and shall not be afforded an exemption from the Fire Services Assessment that is granted to other Government Property.

G. Any shortfall in expected Fire Services Assessment proceeds due to any reduction or exemption from payment of the Fire Services Assessments required by law or authorized by the City Council shall be supplemented by a legally available fund, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Services Assessments.

H. As authorized in Section 78.989 of the City of Mount Dora Code of Ordinances, Interim Fire Services Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after the adoption of this Annual Assessment Resolution based upon the rates of assessment approved herein.

I. Fire Protection Assessments shall constitute a lien upon the Assessed Property so assessed and shall be equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims, until paid. The lien for a Fire Services Assessment shall be deemed perfected upon the City Council's adoption of this Annual Assessment Resolution. Upon perfection, the lien for a Fire Services Assessment collected under the Uniform Assessment Collection Act shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes imposed under the tax roll.

J. The Assessment Roll, as herein approved, together with the correction of any errors or omissions as provided for in Section 78.988 of the City of Mount Dora Code of Ordinances, shall be delivered to the Tax Collector for collection using the Uniform Assessment Collection Act, as provided in the Ordinance, for the Fiscal Year beginning October 1, 2023. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate of Non-Ad Valorem Assessment Roll in substantially the form attached hereto as **Exhibit "C"**.

SECTION 5. Confirmation of Preliminary Assessment Resolution. For the Fiscal Year 2023-24 the Initial Assessment Resolution is hereby ratified, confirmed and restated.

SECTION 6. Effect of Adoption of This Resolution. The adoption of this Annual Assessment Resolution shall be the final adjudication of the issues presented including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property; the method of apportionment and assessment; the rate of assessment; the Assessment Roll; and the levy and lien of the Fire Services assessments, unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Annual Assessment Resolution.

SECTION 7. Savings Clause. All prior actions of the City of Mount Dora pertaining to this purchase of fiber optic cable and installation services, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 8. 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 9. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 10. Severability. If any Section or portion of a Section of this 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 11. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 7th day of September, 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

Exhibit “A”
Affidavit regarding the notice mailed
to each property owner

EXHIBIT A

AFFIDAVIT OF MAILING

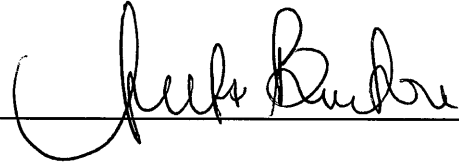
BEFORE ME, the undersigned authority, personally appeared Aneta Barton who, after being duly sworn, deposes and says:

1. Aneta Barton as Budget Director of the City of Mount Dora, Florida ("City"), pursuant to the authority and direction received from the City Council, timely directed the preparation of the Assessment Roll and the preparation and mailing of notices in accordance with Ordinance 2015-08 (the "Assessment Ordinance") and in conformance with the Preliminary Assessment Resolution adopted by the City Council on June 20, 2023 (the "Preliminary Assessment Resolution").

2. In accordance with the Resolution 2023-23 timely provided all necessary information for notification of the Fire Assessment to the Property Appraiser of Lake County to be included as part of the notice of proposed property taxes under section 200.069, Florida Statutes, the truth-in-millage notification. On August 16, 2023, the Lake County Property Appraiser caused to be mailed, by first class mail, the fire services assessment notices as part of the TRIM notices to each affected property owner at the addresses then shown on the real property assessment tax roll database maintained by the Lake County Property Appraiser. The information provided to the Property Appraiser to be included on the truth-in-millage notification included the following: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written

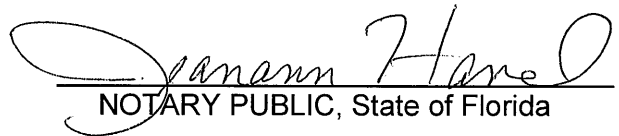
objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

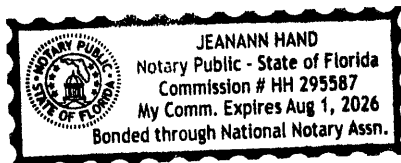
FURTHER AFFIANTS SAYETH NOT.

, affiant

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence notarization of Aneta Barton, who personally swore or affirmed that she is authorized to execute this Affidavit, and who is personally known to me, this 25th day of August, 2022.


NOTARY PUBLIC, State of Florida



JEANANN HAND
Printed Name
My Commission Expires: 8/1/26
Commission No. HH 295587

Exhibit “B”
Proof of the publication

Continued from Page 1A

While Walker said that older prisons were designed to allow air flow, the need for security limits the cooling capacity, Rock said. A typical cell holding two prisoners is 8 feet by 12 feet, she said, with a window about 6 inches high and 18 to 24 inches wide.

Two men incarcerated at Polk Correctional Institution attested to the uncomfortable conditions they are enduring.

"They barely have ventilation!" Reagan wrote. "The heat in here is at an all time high, it seems. Even with the fans, I mean what's a hair dryer put out? 100-110 degree air? That's about what we live in. The humidity makes it seem much hotter."

All housing units contain refrigerated water fountains, Walker wrote. He said that Florida's prisons are audited and compliant with standards from the American Correctional Association regarding ventilation and heating and cooling systems.

All detention facilities operated by the Polk County Sheriff's Office, the jails



Providing a simulation

“They can bear the heat conditions for those three minutes, but what we’ve found is that they come out and they’re just really disappointed that — no matter what somebody’s done — that we would choose to let people live in conditions that we wouldn’t allow a dog to live in,” Rock said.

She pointed to an ordinance in Miami-Dade County that sets a maximum temperature of 85 degrees for indoor

As part of the Beat the Heat campaign, Florida Cares asked citizens to text HEAT to 21333, which sends a message to Florida legislators. Rock cited two lawmakers, state Sen. Jennifer Bradley, R-Fleming Island, and Sen. Jason Pizzo, D-Hollywood, for supporting efforts to address the heat in prisons.

Gene Mast resides in the “F” dorm at Polk CI, which he said contains some fans. In an email, Mast wrote that three of the dorm’s wing have just one floor fan — including his, which holds 40 men. Three other wings have two fans, he said.

"I was in that dorm for several years and in the summertime, once the walls heat up during the day, it takes a very long time for them to cool, creating a very hot and humid atmosphere," he wrote. "And again, there is not enough circulation or cooling due to a very limited number of fans in the dorm."

Reagan, 38, said the worst aspect of the heat is that it heightens the level of irritation, adding to an already volatile situation.

"It makes these summer days full of trepidation," he wrote.

Dorothy Bing said that her husband avoids complaining about conditions in DeSoto Annex and doesn't talk about the heat in the dorms. But she has noticed that he calls her less often during the summer because the prison's phones are in an area that gets particularly hot.

Mast mentioned recent deaths of two inmates, one in his 40s and another in his 70s, and wondered if heat could have been a factor. He wrote that another man had a stroke about a month ago.

The Department of Corrections reports prisoner deaths on its website, but it isn't clear how promptly the lists are updated. As of Tuesday, the most recently reported death for Polk CI was from June 2022, and the latest for Avon Park CI was from January.

Some prisons do contain buildings with air conditioning. Reagan is a leader of a faith program at Polk CI, giving him access to the Faith-Based Dormitory, which has air conditioning in its day room, he said.

The chapel, the medical building and some education buildings at Polk County Jail have cooling systems, Mast wrote, but prisoners must have limited access to them.

Rock said that some prisoners rarely or never enter the air-conditioned areas of their facilities. She said only those who receive visitors are allowed in the visitation area.

"So those respite care places don't really exist because they can't get to them," Rock said.

In late July, an assistant warden and other officers visited Mast's dorm and delivered four, five-gallon containers of ice water, Mast wrote, "which was

A Ledger reporter had sent inquiries to the Department of Corrections about conditions at the prison, and Mast wondered if the unexpected delivery had resulted from the press attention.

Mast also said that prison officials gave residents permission to wear Class C uniforms — shorts and a T-shirt — for the time being. Prisoners normally must wear their Class A uniforms throughout the day, consisting of long pants, a T-shirt, a uniform shirt, socks and shoes.

The Department of Corrections has temporarily lifted uniform restrictions throughout the system, allowing inmates to wear Class C uniforms, Communications Director Kayla McLaughlin confirmed.

Florida Cares has lobbied the Department of Corrections for more fans and for portable, evaporative air coolers in prisons. The department reported installed three units last summer at Lowell Correctional Institution, a women's prison in Marion County, as part of what Department of Corrections Secretary Ricky Dixon called a long-term pilot program.

"FDC is closely monitoring their performance to ensure that they effectively cool the environment while keeping inmates and staff safe," she said in an email.

Rock said that prisoners in some other states are allowed to have personal fans, but cells in Florida's prisons lack electrical outlets. Florida Cares would like the Department of Corrections to approve the use of battery-powered fans.

Rock said she raised the issue with Dixon's predecessor, Mark Inch, and he said it would be unfair to allow fans and batteries only for inmates who could afford them.

"And I just think that that's ridiculous," Rock said. "I mean, we allow some people to buy movies, while other people can't. So why would we not allow them to have personal fans?"

Rock said she hasn't yet raised the issue with Dixon.

Bing said that her husband and other prisoners at DeSoto Annex completed a walkathon in June inside the prison to raise money through outside pledges for the purchase of fans.

"That's how bad the situation is," Bing said. "They're like, 'If the state's not going to provide it, we're going to raise the money for it.'"

As of Tuesday, Bing said, the men had not yet been able to buy the fans because of “red tape.”

Florida's prisons do have air conditioning in some sections, such as chapels and visitation areas. But even the visitation center has been warm during recent visits with her husband, Dorothy Bing said.

"I know, for myself, when I go in, some of the guys that work in the VP area, which is the visitation park, we try to do things like we purchase popsicles for them while they're working, or drinks," she said, "whatever they need while they're there to kind of help them out."

Gary White can be reached at gary.white@theledger.com or 863-802-7518. Follow on Twitter @garywhite13.

September 7, 2023 City Council Regular Session Agenda Packet

Exhibit “C”
Certificate of Non-Ad Valorem
Assessment Roll

EXXHIBIT C

CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLLS

I HEREBY CERTIFY that, I am the Mayor, or authorized agent of the City of Mount Dora, Florida (the "City"); as such I have satisfied myself that all property included or includable on the **City of Mount Dora Non-Ad Valorem Assessment Roll** for fire protection is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Lake County Tax Collector by September 15, 2023.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Lake County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 7th day of September 2023.

THE CITY OF MOUNT DORA, FLORIDA

BY: _____

[to be delivered to Tax Collector prior to September 15]



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

DATE: September 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of **Resolution No. 2023-33**, Adjustment of the Electric Base Rate and Power Cost Charge

Introduction:

This is a request for City Council to approve Resolution No. 2023-33, adjustment of the electric base rate and Power Cost Charge where the net effect of the rate adjustments will be a reduction in customer electric bills. The electric rate adjustments will become effective on utility bills generated on or after October 1, 2023.

Discussion:

The City's electric utility collects revenues by applying electric rates to the power consumed by its retail electric customers. There are two types of electric rates:

- **Base Rates** which are established for each customer class (residential, general service, street lights)
- **Power Cost Charge (PCC)** which is charged for each customer class.

Base rates include a fixed monthly customer charge, an energy charge that is a function of monthly energy (kWh) consumed, and a demand charge for large general service customers that is a function of the monthly demand (kW). The PCC is a separate charge included on all customers' bills that is a function of the monthly energy consumed by each customer.

The Power Cost Charge is used to recover the actual costs of wholesale power that is purchased from Orlando Utilities Commission (OUC) for distribution to the City's electric customers. The City does not make a "profit" on the PCC – it is simply a billing mechanism to pass through actual wholesale power costs to the City's electric customers and therefore does not require Council Approval. However, base rate adjustments, as always, require a public hearing and Council approval.

The rate adjustments include a 7.07% increase in base rates and a 24.4% reduction of the April 2023 Power Cost Charge (PCC) from the existing rate of \$0.07235 per kWh to \$0.05470 per

kWh. The net effect of the rate adjustments will be a reduction in customer electric bills from 6.6% to 15.8% depending on the usage. See Attachment 2.

The Power Cost Charge will be reduced due to lower fuel cost, which is anticipated to remain steady throughout the next year. As of now, the natural gas reserve is high, the demand is average and production is up. Because there was a low demand last winter due to mild weather, it has allowed for more reserves than expected. However, there is still some potential volatility in the gas market based on unknown gas exports that we will continue to monitor.

Per Ordinance No. 2018-18, during a year in which no electric rate study is performed, the City shall increase the base rates for the electric utility by the most recently available Annual Price Index compiled by the Florida Public Service Commission. For 2023, the Annual Price Index is 7.07% and is used as an across-the-board increase for all electric base rates. See the new rates on Attachment 1.

Budget Impact:

The proposed rates were used to calculate the expected revenues for FY2023-24 budget. No additional change in the budget is needed.

Strategic Impact:

Maintain financial stability of the Electric Fund.

Recommendation:

The City Council approve Resolution No. 2023-33, adjustments to the electric rates for October 1, 2023.

Attachment(s):

1. Attachment 1 Electric Rate Components
2. Attachment 2 Electric Rate Comparisons - Existing vs Proposed Rates
3. Resolution 2023-33.Electric Utility Rate and Cost.SGS
4. Exhibit A.FINAL Electric Rate Components - 10-01-23

Prepared by: Jeanann Hand, City Clerk

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 - 8/15/2023

Approved - 8/16/2023

Approved - 8/22/2023

Approved - 8/29/2023

Approved - 8/29/2023

Final Approval - 8/29/2023

ATTACHMENT 1

City of Mount Dora - Electric Utility Department

Comparison of Existing and New Rates Effective 11/01/22

No.	Description (Old/New)	Units	Existing Rates Effective 04/01/23	New Rates Effective 10/01/23	Higher/ (Lower)
Residential Service					
1	Customer Charge - Single Phase or Three Phase	\$/Month	11.02	11.80	7.1%
2	Energy Charge	\$/kWh	0.04964	0.05315	7.1%
General Service - Non-Demand					
Customer Charge					
3	Single Phase	\$/Month	11.02	11.80	7.1%
4	Three Phase	\$/Month	24.82	26.57	7.1%
5	Energy Charge	\$/kWh	0.04964	0.05315	7.1%
General Service - Demand					
6	Customer Charge	\$/Month	24.82	26.57	7.1%
7	Demand Charge	\$/kW-Mo	6.05	6.48	7.1%
8	Energy Charge	\$/kWh	0.00691	0.00740	7.1%
Public Street & Highway Lighting Service					
175 Watt Mercury Vapor /					
9	175 Watt MV Cobra	\$/Month	11.95	12.79	7.0%
100 Watt High Pressure Sodium /					
10	100 Watt HPS Acorn	\$/Month	12.44	13.32	7.1%
150 Watt High Pressure Sodium /					
11	150 Watt HPS Cobra	\$/Month	10.32	11.05	7.1%
Antique Lights - Highland Phase I & II /					
12	100 Watt HPS Acorn	\$/Month	12.44	13.32	7.1%
Antique Lights - Community Development /					
13	100 Watt MH Acorn	\$/Month	13.27	14.21	7.1%
400 Watt High Pressure Sodium - Palm Island /					
14	400 Watt HPS Shoebox	\$/Month	20.18	21.61	7.1%
15	400 Watt HPS Cobra - Highway	\$/Month	23.53	25.19	7.1%
16	400 Watt MH Shoebox - FBC/BBF	\$/Month	21.37	22.88	7.1%
17	26 Watt FL Acorn	\$/Month	12.64	13.53	7.0%
18	40 Watt FL Acorn	\$/Month	12.64	13.53	7.0%
19	40 Watt LED Acorn - Corncob	\$/Month	9.70	10.39	7.1%
20	55 Watt LED Acorn - Retrofit	\$/Month	11.32	12.12	7.1%
21	66 Watt LED Acorn - Sternberg	\$/Month	19.53	20.91	7.1%
22	110 Watt LED Cobra - Street	\$/Month	11.39	12.20	7.1%
23	80 Watt LED Cobra - Street	\$/Month	9.50	10.17	7.1%
Private Area Lighting Service					
Dusk to Dawn /					
24	100 Watt HPS Dusk to Dawn	\$/Month	12.12	12.98	7.1%
25	57 Watt LED Dusk to Dawn	\$/Month	10.21	10.93	7.1%
Power Cost					
26	Power Cost Charge (PCC) ⁽¹⁾	\$/kWh	0.07235	0.05470	-24.4%

(1) October 2023 PCC based on most recent fuel cost projections and revenues

ATTACHMENT 2

City of Mount Dora - Electric Utility Department

Mount Dora Electric Rate Comparisons - Fiscal Year 2023

Existing Rates vs. Proposed Rates

Line No.	Type of Customer and Monthly Usage	Monthly Electric Bill		Higher/(Lower) than Existing Rates	
		Existing Rates ⁽¹⁾	Proposed Rates ⁽²⁾		
		(\$)	(\$)	(\$)	(%)
1	Power Cost Charge - \$/kWh	0.07235	0.05470	(0.01765)	-24.4%
	Residential Customer				
2	250 kWh	41.52	38.76	(2.76)	-6.6%
3	500	72.02	65.73	(6.29)	-8.7%
4	750	102.51	92.69	(9.82)	-9.6%
5	1000	133.01	119.65	(13.36)	-10.0%
6	1250	163.51	146.61	(16.90)	-10.3%
7	1500	194.01	173.58	(20.43)	-10.5%
8	2000	255.00	227.50	(27.50)	-10.8%
9	2500	316.00	281.43	(34.57)	-10.9%
10	3000	376.99	335.35	(41.64)	-11.0%
	General Service - Non Demand - GS				
11	750 kWh	102.51	92.69	(9.82)	-9.6%
12	1000	133.01	119.65	(13.36)	-10.0%
13	1500	194.01	173.58	(20.43)	-10.5%
14	2000	255.00	227.50	(27.50)	-10.8%
15	3000	376.99	335.35	(41.64)	-11.0%
16	6000	742.96	658.90	(84.06)	-11.3%
	General Service - Demand - GSD				
17	75 kW, 15,000 kWh	1,667.47	1,444.07	(223.40)	-13.4%
18	75 kW, 20,000 kWh	2,063.77	1,754.57	(309.20)	-15.0%
19	150 kW, 30,000 kWh	3,310.12	2,861.57	(448.55)	-13.6%
20	150 kW, 40,000 kWh	4,102.72	3,482.57	(620.15)	-15.1%
21	300 kW, 60,000 kWh	6,595.42	5,696.57	(898.85)	-13.6%
22	300 kW, 80,000 kWh	8,180.62	6,938.57	(1,242.05)	-15.2%
23	500 kW, 100,000 kWh	10,975.82	9,476.57	(1,499.25)	-13.7%
24	500 kW, 150,000 kWh	14,938.82	12,581.57	(2,357.25)	-15.8%

(1) Based on existing Mount Dora base rates and April 2023 PCC. Excludes taxes.

(2) Based on Proposed Mount Dora base rates and October 2023 PCC. Excludes taxes.

RESOLUTION NO. 2023-33

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO ADJUSTMENTS TO THE ELECTRIC UTILITY POWER COST CHARGE AND BASE RATE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ELECTRIC UTILITY POWER COST CHARGE AND BASE RATE ADJUSTMENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Mount Dora owns and operates an electric utility for the benefit of the citizens and business operators in the City of Mount Dora; and

WHEREAS, in accordance with City of Mount Dora Code of Ordinances, Chapter 44, Utilities, Article IV, Rates, Charges, Fees and Collection Procedure, Division 1, Generally, Section 44-255, Rate Structure, provides that the City shall perform a detailed rate study for its electric utility no less than every three (3) years and in years where no rate study is performed, the City shall increase base rates by the most recent available annual price index compiled by the state public service commission; and

WHEREAS, the City's power cost change shall be adjusted automatically each October, for the six-month period ending the following March 31, to be fixed for the entire six-month period unless significant circumstances warrant changing the power cost charge during such billing period; and

WHEREAS, pursuant to City of Mount Dora Code of Ordinances, Chapter 44, Utilities, Article IV, Rates, Charges, Fees and Collection Procedure, Division 1, Generally, Section 44-255, Rate Structure, the base rate for electric services shall be established by resolution after conducting a public hearing on the proposed rate structure changes; and

WHEREAS, despite the proposed increase in base rate for electric, there is a projected decrease in power cost to the City which will allow for a decrease in the Power Cost Charge for the first billing period of fiscal year 2023-2024; and

WHEREAS, the City of Mount Dora, after conducting a public hearing this 7th day of September, 2023, has determined that it is prudent and in the public interest to adjust the electric base rate and Power Cost Charge effective October 1, 2023, in order to continue collecting sufficient revenues to pay for operating costs, wholesale power costs and capital improvements related to the City's electric utility.

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 Power Cost Charge and Base Rate Adjustments.

A. The Power Cost Charge shall be decreased from \$0.07235 per kWh to \$0.05470 per kWh, effective October 1, 2023.

B. The base rates shall be increased monthly pursuant to most recent available annual price index compiled by the state public service commission, as set forth in **Exhibit “A”** attached hereto, effective October 1, 2023.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions and execute said lease agreements 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 adjustment to the electric utility base rate and Power Cost Charge 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 7th day of September, 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

EXHIBIT A

City of Mount Dora - Electric Utility Department

Comparison of Existing and New Rates Effective 10/01/23

No.	Description (Old/New)	Units	Existing Rates Effective 04/01/23	New Rates Effective 10/01/23	Higher/ (Lower)
Residential Service					
1	Customer Charge - Single Phase or Three Phase	\$/Month	11.02	11.80	7.1%
2	Energy Charge	\$/kWh	0.04964	0.05315	7.1%
General Service - Non-Demand					
Customer Charge					
3	Single Phase	\$/Month	11.02	11.80	7.1%
4	Three Phase	\$/Month	24.82	26.57	7.1%
5	Energy Charge	\$/kWh	0.04964	0.05315	7.1%
General Service - Demand					
6	Customer Charge	\$/Month	24.82	26.57	7.1%
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8	Energy Charge	\$/kWh	0.00691	0.00740	7.1%
Public Street & Highway Lighting Service					
175 Watt Mercury Vapor /					
9	175 Watt MV Cobra	\$/Month	11.95	12.79	7.0%
100 Watt High Pressure Sodium /					
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19	40 Watt LED Acorn - Corncob	\$/Month	9.70	10.39	7.1%
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23	80 Watt LED Cobra - Street	\$/Month	9.50	10.17	7.1%
Private Area Lighting Service					
Dusk to Dawn /					
24	100 Watt HPS Dusk to Dawn	\$/Month	12.12	12.98	7.1%
25	57 Watt LED Dusk to Dawn	\$/Month	10.21	10.93	7.1%
Power Cost					
26	Power Cost Charge (PCC) ⁽¹⁾	\$/kWh	0.07235	0.05470	-24.4%

(1) October 2023 PCC based on most recent fuel cost projections and revenues



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

DATE: September 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of **Resolution No. 2023-36**, Tentative Millage Rate

Introduction:

This is a request for the City Council to approve Resolution No. 2023-36, Tentative Millage Rate for the Fiscal Year 2023-2024.

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

Discussion:

Florida Statutes, including Section 200.065, provide that the City Council shall adopt a tentative millage rate prior to the adoption of a tentative budget and shall otherwise comply with the controlling provisions of the law.

The Lake County Property Appraiser has certified the gross taxable value of property for operating purposes within the City of Mount Dora as \$1,804,052,938 and has certified a rolled-back rate of \$5.4731 per \$1,000 of taxable value for the City of Mount Dora. The City Council of the City of Mount Dora, Florida, deems it necessary to levy and does hereby levy a tentative tax of \$5.9603 mills upon all real and personal property, railroads and communication lines within the City for operational purposes. The operating levy of \$5.9603 mills represents an 8.90% change from the rolled-back rate of \$5.4731 per \$1,000 of taxable value.

Budget Impact:

This establishes the Tentative Millage for Fiscal Year 2023-2024 which will be budgeted at 95%, and which is estimated to be \$10,215,062 in ad valorem proceeds to the General Fund.

Strategic Impact:

Recommendation:

City Council to conduct a public hearing about the Tentative Millage Rate for Fiscal Year 2023-2024 and approve Resolution No. 2023-36.

Attachment(s):

1. Reso 2023-36 Tentative Millage Rate.SGS

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Aneta Barton, Budget Director

Sherry Sutphen, City Attorney

Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 8/29/2023

Approved - 8/29/2023

Approved - 8/29/2023

Final Approval - 8/29/2023

RESOLUTION NO. 2023-36

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA PROVIDING FOR THE ADOPTION OF THE TENTATIVE MILLAGE RATE FOR FISCAL YEAR 2023-24; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR LEVY OF AD VALOREM TAXES AND PERCENTAGE INCREASE; PROVIDING FOR FINAL BUDGET HEARING; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after conducting a public hearing on Tuesday, July 18, 2023, the City of Mount Dora adopted Resolution No.: 2023-27, certifying the proposed millage rate for Fiscal Year 2023-24 as required by Florida Statutes, Section 200.065; and

WHEREAS, the Lake County Property Appraiser has delivered notice of the City of Mount Dora's proposed property tax to each taxpayer for which the City of Mount Dora, Florida is the taxing authority; and

WHEREAS, following a review of the tentative budget as submitted, the City of Mount Dora has determined that a millage rate of 5.9603 mills is necessary to produce sufficient revenue to fund the Fiscal Year 2023-24 budget.

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

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

SECTION 2. Levy of Ad Valorem Taxes and Percentage Increase. The City of Mount Dora, Florida, hereby tentatively levies the millage rate specified and hereby states the percent, if any, by which the tentative millage rate exceeds the rolled back millage rate, as follows:

Taxing Entity	Tentative Millage Rate	Rolled Back Millage Rate	Percentage Increase Over/ (Under) the Rolled Back Rate
General Fund	5.9603 Mills	5.4731 Mills	8.90%

SECTION 3. Final Budget Public Hearing. The final public hearing related to the Fiscal Year 2023-24 budget adoption process is scheduled for Thursday, September 21, 2023 at 6:00 p.m., and will be held at 510 N. Baker Street, Mount Dora, Florida 32757, where interested parties

may appear and address the City Council on budget related matters.

SECTION 4. 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 Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 5. Savings Clause. All prior actions of the City of Mount Dora pertaining to the adoption of the tentative millage rate for Fiscal Year 2023-24, which is the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this 7th day of September, 2023.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

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

Jeanann Hand, City Clerk

Sherry Sutphen, City Attorney



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

DATE: September 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of **Resolution No. 2023-37**, Tentative Budget for Fiscal Year 2023-2024

Introduction:

This is a request for the City Council to approve Resolution No. 2023-37, Tentative Budget for Fiscal Year 2023-2024.

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

Discussion:

The City Council of the City of Mount Dora has complied with all requirements and procedures of Florida law in processing this resolution. The City Council pursuant to the Charter of the City of Mount Dora and Chapter 166, Florida Statutes, does hereby adopt Tentative General Fund, Enterprise Funds and all other related Fund Budgets and Capital Improvement Programs (CIP's), in the amount of \$132,007,350.00 which are attached to the Resolution as Exhibit "A," and which may later be amended by the City Council.

Florida Statutes, including Section 200.065, provide that the City Council shall adopt a Tentative Millage Rate prior to the adoption of a Tentative Budget and shall otherwise comply with the controlling provisions of Florida law.

Budget Impact:

Resolution No. 2023-37 establishes the Tentative Budget for Fiscal Year 2023-2024 for the General Fund, Special Revenue Funds, Debt Service, Capital Improvement Funds, Enterprise Funds and other Internal Services Funds.

Strategic Impact:

Financial and Economic Sustainability

Recommendation:

City Council to conduct a Public Hearing and adopt Resolution No. 2023-37 approving the Tentative Budget for all funds of \$132,007,350.00.

Attachment(s):

1. Reso 2023-37 Tentative Budget.SGS
2. Exhibit A

Prepared by: Jeanann Hand, City Clerk

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

Approved - 8/29/2023

Approved - 8/29/2023

Approved - 8/29/2023

Final Approval - 8/29/2023

RESOLUTION NO. 2023-37

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF THE TENTATIVE BUDGET FOR FISCAL YEAR 2023-24; PROVIDING FOR FINAL BUDGET PUBLIC HEARING; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Mount Dora recommended a tentative annual budget for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024; and

WHEREAS, the City of Mount Dora held budget work sessions on June 12, 2023, July 10, 2023, July 24, 2023, and August 28, 2023, for the purpose of reviewing and, where appropriate, revising the proposed Fiscal Year 2023-24 budget;

WHEREAS, Florida Statutes, Section 200.065, commonly known as the Truth in Millage or TRIM Bill, requires that the City Council hold a public hearing to consider adoption of the tentative millage rate and budget for Fiscal Year 2023-24; and

WHEREAS, on September 7, 2023, after having first adopted a resolution establishing a tentative millage rate for Fiscal Year 2023-2024, the City of Mount Dora held a public hearing and considered adoption of its tentative budget for Fiscal Year 2023-24; and

WHEREAS, during the course of said public hearing, all persons desiring to voice objection or make comments upon the tentative budget for Fiscal Year 2023-24 were given an opportunity to do so.

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 the Tentative Budget for Fiscal Year 2023-24. Pursuant to the City of Mount Dora Charter and Florida Statutes, Chapters 166 and 200, the City of Mount Dora hereby adopts the various tentative budgets as set forth in **Exhibit "A"** attached hereto.

SECTION 3. Final Budget Public Hearing. The final public hearing related to the Fiscal Year 2023-24 budget adoption process is scheduled for Thursday, September 21, 2023 at 6:00 p.m., and will be held at 510 N. Baker Street, Mount Dora, Florida 32757, where interested parties may appear and address the City Council on budget related matters.

SECTION 4. 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 Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 5. Savings Provision. All prior actions of the City of Mount Dora pertaining to the adoption of the tentative budget for Fiscal Year 2023-24, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this 7th day of September, 2023.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

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

JEANANN HAND
CITY CLERK

Sherry Sutphen
City Attorney

Exhibit “A”
Tentative Budget for
Fiscal Year 2023-24

Exhibit "A"

TENTATIVE BUDGET FISCAL YEAR 2023 - 2024			
FUND	REVENUE	EXPENSES	Variance
001 - General Fund	\$ 30,879,903	\$ 30,879,903	\$ -
111 - Discretionary Sales Tax	\$ 2,164,319	\$ 2,164,319	\$ -
117 - Community Redevelopment Agency	\$ 2,557,093	\$ 2,557,093	\$ -
118 - Northeast Community Redevelopment Agency	\$ 14,187,469	\$ 14,187,469	\$ -
123 - Protective Inspections	\$ 2,052,377	\$ 2,052,377	\$ -
124 - Police Impact Fee	\$ 157,539	\$ 157,539	\$ -
125 - Fire Impact Fee	\$ 330,000	\$ 330,000	\$ -
126 - Library Impact Fee	\$ 373,416	\$ 373,416	\$ -
127 - Parks Impact Fee	\$ 701,436	\$ 701,436	\$ -
131 - Fire Assessment Fee	\$ 2,554,593	\$ 2,554,593	\$ -
150 - Cemetery	\$ 130,210	\$ 130,210	\$ -
200 - Debt Service	\$ 1,566,372	\$ 1,566,372	\$ -
310 - Capital Construction	\$ 20,416,020	\$ 20,416,020	\$ -
410 - Electric	\$ 12,124,089	\$ 12,124,089	\$ -
415 - Electric Construction	\$ 1,872,295	\$ 1,872,295	\$ -
421 - Water / Wastewater Utility	\$ 16,967,474	\$ 16,967,474	\$ -
422 - Wastewater Impact Fee	\$ 3,400,000	\$ 3,400,000	\$ -
423 - Water Impact Fee	\$ 1,323,177	\$ 1,323,177	\$ -
425 - Water / Wastewater Construction	\$ 5,915,000	\$ 5,915,000	\$ -
430 - Sanitation Utility	\$ 3,206,215	\$ 3,206,215	\$ -
440 - Stormwater Utility	\$ 2,638,212	\$ 2,638,212	\$ -
445 - Stormwater Construction	\$ 180,000	\$ 180,000	\$ -
500 - Public Work Warehouse	\$ 696,019	\$ 696,019	\$ -
501 - Vehicle Replacement	\$ 557,605	\$ 557,605	\$ -
510 - Self Insured Health	\$ 4,062,262	\$ 4,062,262	\$ -
515 - Property & Casualty & Workers Compensation	\$ 994,255	\$ 994,255	\$ -
Total City Wide Budget	<u>132,007,350</u>	<u>132,007,350</u>	<u>-</u>